

## FINAL AGENDA

REGULAR COUNCIL MEETING  
TUESDAY  
NOVEMBER 3, 2015

COUNCIL CHAMBERS  
211 WEST ASPEN AVENUE  
4:00 P.M. AND 6:00 P.M.

### 4:00 P.M. MEETING

*Individual Items on the 4:00 p.m. meeting agenda may be postponed to the 6:00 p.m. meeting.*

1. **CALL TO ORDER**

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).*

2. **ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR NABOURS

VICE MAYOR BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

3. **PLEDGE OF ALLEGIANCE AND MISSION STATEMENT**

**MISSION STATEMENT**

*The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.*

4. **APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. **Consideration and Approval of Minutes:** City Council Regular Meeting of October 20, 2015; and Special Meeting (Executive Session) of October 27, 2015.

5. **PUBLIC PARTICIPATION**

*Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the*

*discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

6. **PROCLAMATIONS AND RECOGNITIONS**

7. **APPOINTMENTS**

*Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body....., pursuant to A.R.S. §38-431.03(A)(1).*

- A. **Consideration of Appointments:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Appointment.

**RECOMMENDED ACTION:**

Make one reappointment to a term expiring October 2018.

8. **LIQUOR LICENSE PUBLIC HEARINGS**

None

9. **CONSENT ITEMS**

*All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.*

10. **ROUTINE ITEMS**

- A. **Consideration and Approval of Contract:** State Lobbying Services (***Approve agreement with Triadvocates, LLC in the amount of \$45,000 annually, plus expenses.***)

**RECOMMENDED ACTION:**

Approve the Contract with the Triadvocates, LLC to provide state lobbying services for the City of Flagstaff for an annual fee of \$45,000 plus applicable expenses billed at cost and authorize the City Manager to execute the necessary documents.

- B. **Consideration and Approval of Contract:** Federal Lobbying Services (***Approve agreement with Nexxus Consulting, LLC in the amount of \$82,606 annually, plus expenses.***)

**RECOMMENDED ACTION:**

Approve the Contract with Nexxus Consulting, LLC to provide federal lobbying services for the City of Flagstaff for an annual fee of \$82,606 plus applicable expenses billed at cost and authorize the City Manager to execute the necessary documents.

- C. **Consideration of Meeting Cancellation:** November 24, 2015, Work Session due to Thanksgiving holiday.

- D. **Presentation of City Manager Excellence Awards.**

**RECESS****6:00 P.M. MEETING****RECONVENE****NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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**11. ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

MAYOR NABOURS

VICE MAYOR BAROTZ

COUNCILMEMBER BREWSTER

COUNCILMEMBER EVANS

COUNCILMEMBER ORAVITS

COUNCILMEMBER OVERTON

COUNCILMEMBER PUTZOVA

**12. PUBLIC PARTICIPATION****13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA****14. PUBLIC HEARING ITEMS**

None

**15. REGULAR AGENDA**

**A. Discussion/Direction on 2016 Legislative Priorities and Communication and Engagement Strategies**

**B. Discussion and Direction of Council Travel Policy and Use of Travel Funds**

**RECOMMENDED ACTION:**

Provide information to the Council for discussion and staff direction regarding the council travel policy and use of travel funds.

**16. DISCUSSION ITEMS**

None

**17. FUTURE AGENDA ITEM REQUESTS**

*After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.*

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Evans to place on a future Work Session agenda review of the Sustainability Commission and Task Force's Plan regarding Plastic Bags.
- B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Evans to place on a future agenda discussion and possible action regarding the City joining the lawsuit and/or filing an amicus brief re plastic bags.

18. **INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

19. **ADJOURNMENT**

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 10/28/2015  
**Meeting Date:** 11/03/2015



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**TITLE**

**Consideration and Approval of Minutes:** City Council Regular Meeting of October 20, 2015; and Special Meeting (Executive Session) of October 27, 2015.

**RECOMMENDED ACTION:**

Amend/approve the minutes of the City Council Regular Meeting of October 20, 2015; and Special Meeting (Executive Session) of October 27, 2015.

**EXECUTIVE SUMMARY:**

Minutes of City Council meetings are a requirement of Arizona Revised Statutes and, additionally, provide a method of informing the public of discussions and actions being taken by the City Council.

**INFORMATION:**

***COUNCIL GOAL***

8. Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and development

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**Attachments:** [10.20.2015.CCRM.Minutes](#)  
[10.27.2015.CCSMES.Minutes](#)

## MINUTES

### 1. CALL TO ORDER

Mayor Nabours called the Regular Meeting of October 20, 2015, to order at 4:00 p.m.

#### NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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### 2. ROLL CALL

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means .*

PRESENT

ABSENT

MAYOR NABOURS  
VICE MAYOR BAROTZ  
COUNCILMEMBER BREWSTER  
COUNCILMEMBER EVANS  
COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

NONE

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

### 3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The audience and City Council recited the Pledge of Allegiance and Mayor Nabours read the Mission Statement of the City of Flagstaff.

#### **MISSION STATEMENT**

*The mission of the City of Flagstaff is to protect and enhance the quality of life of its citizens.*

**4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- A. Consideration and Approval of Minutes** : City Council Combined Special Meeting/Work Session of September 8, 2015, and Regular Meeting of October 6, 2015.

**Moved by** Councilmember Jeff Oravits, **seconded by** Councilmember Scott Overton to approve the minutes of the City Council Combined Special Meeting/Work Session of September 8, 2015, and Regular Meeting of October 6, 2015.

**Vote:** 7 - 0 - Unanimously

**5. PUBLIC PARTICIPATION**

*Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.*

Steve Young, Flagstaff, voiced concerns with the Police Department and asked that the camping ordinance be revised or thrown out.

**6. PROCLAMATIONS AND RECOGNITIONS****7. APPOINTMENTS**

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- A. Consideration of Appointments:** Parks and Recreation Commission.

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to appoint Jennifer Grogan to the Parks and Recreation Commission, with a term to expire August 2018.

**Vote:** 7 - 0 - Unanimously

- B. Consideration of Appointments:** Sustainability Commission.

**Moved by** Councilmember Eva Putzova, **seconded by** Vice Mayor Celia Barotz to appoint Amelia Blake to the Sustainability Commission, term to expire October 2016.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Scott Overton, **seconded by** Councilmember Jeff Oravits to reappoint Elisha Dorfsmith to the Sustainability Commission, term to expire October 2018.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Coral Evans, **seconded by** Vice Mayor Celia Barotz to appoint Dara Marks-Marino to the Sustainability Commission, term to expire October 2018.

**Vote:** 7 - 0 - Unanimously

**C. Consideration of Appointments:** Heritage Preservation Commission.

**Moved by** Vice Mayor Celia Barotz, **seconded by** Councilmember Scott Overton to appoint Kurt Brydenthal to the Heritage Preservation Commission, term to expire December 2017.

**Vote:** 7 - 0 - Unanimously

**D. Consideration of Appointments:** Airport Commission.

**Moved by** Councilmember Scott Overton, **seconded by** Mayor Jerry Nabours to reappoint Jeff Wheless to the Airport Commission, term to expire October 2018.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Eva Putzova, **seconded by** Mayor Jerry Nabours to appoint Beth Applebee to the Airport Commission, term to expire October 2018.

**Vote:** 7 - 0 - Unanimously

**E. Consideration of Appointments:** Beautification and Public Art Commission.

**Moved by** Councilmember Coral Evans, **seconded by** Councilmember Jeff Oravits to appoint Dan Clark to the Beautification and Public Art Commission, term to expire June 2018.

**Vote:** 7 - 0 - Unanimously

**F. Consideration of Appointments:** Commission on Diversity Awareness.

**Moved by** Vice Mayor Celia Barotz, **seconded by** Councilmember Jeff Oravits to appoint Marian Bitsui to the Commission on Diversity Awareness, term to expire September 2018.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Karla Brewster, **seconded by** Councilmember Jeff Oravits to appoint Rob Knox to the Commission on Diversity Awareness, term to expire September 2016.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Coral Evans, **seconded by** Councilmember Jeff Oravits to appoint Deborah Shepard to the Commission on Diversity Awareness, term to expire September 2018.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Jeff Oravits, **seconded by** Vice Mayor Celia Barotz to appoint Robert Duke to the Commission on Diversity Awareness, term to expire September 2016.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Scott Overton, **seconded by** Mayor Jerry Nabours to appoint Caroline McDonald to the Commission on Diversity Awareness, term to expire September 2017.

**Vote:** 7 - 0 - Unanimously

**Moved by** Councilmember Eva Putzova, **seconded by** Vice Mayor Celia Barotz to appoint Anne Hart to the Commission on Diversity Awareness, term to expire September 2018.

**Vote:** 7 - 0 - Unanimously

**Moved by** Mayor Jerry Nabours, **seconded by** Councilmember Scott Overton to appoint Khalif Durham to the Commission on Diversity Awareness, term to expire September 2017.

**Vote:** 7 - 0 - Unanimously

8. **LIQUOR LICENSE PUBLIC HEARINGS**

None

9. **CONSENT ITEMS**

*All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.*

**Moved by** Vice Mayor Celia Barotz, **seconded by** Councilmember Jeff Oravits to approve Consent Items 9-A and 9-B as presented.

**Vote:** 7 - 0 - Unanimously

A. **Consideration and Approval of Contracts** : Laboratory Services for water, wastewater and pre-treatment sampling

Approve contracts with the following four independent laboratories: Eurofin Easton Analytical, Bio-Aquatic Testing, Test America and Trans West Analytical Services. Each contract will be for an initial term of three years and each contract will include two annual extensions upon mutual agreement.

B. **Consideration and Approval of a Final Plat** request by Mogollon Engineering & Surveying, Inc., on behalf of Pinnacle 146 LLC, for the subdivision of approximately 11.22 acres into 49 single-family residential townhouse lots located at 800 E Sterling Lane within the Medium Density Residential (MR) zone.

Staff recommends the City Council approve the final plat, with the conditions outlined in the staff summary and its attachments, and authorize the Mayor to sign both the final plat and City/Subdivider Agreement when notified by staff that all conditions have been met and documents are ready for recordation.

10. **ROUTINE ITEMS**

A. **Consideration and Approval of Contract:** Animal Shelter Services

Vice Mayor Barotz asked what the term was for the contract. Purchasing Director Rick Compau replied that it was for the 2015-2016 year. The initial term is one year with four one-year options. Mayor Nabours noted that this was the only bidder.

**Moved by** Councilmember Karla Brewster, **seconded by** Mayor Jerry Nabours to approve the contract with the Coconino Humane Association to provide animal shelter services for the City of Flagstaff for an annual fee of \$199,985.

**Vote:** 7 - 0 - Unanimously

**B. Discussion and Direction:** Specialty Appointments to City Commissions

Mayor Nabours thanked Ms. Burke for the matrix showing the criteria for the specialty appointments.

Councilmember Brewster said that she thought it was a good idea to have some specialty designations because they have more knowledge in the area of the specialty.

Ms. Burke noted that she had included a definition of "hospitality industry", which is from Title 3 of the City Code, that the Council may want to consider.

Councilmember Putzova said that it is fine the way it is, but it would be helpful to structure it with definitions specific enough for staff to pre-screen the applicants. Ms. Burke said that staff is fine with pre-screening once they have some specific criteria by which they can do so.

Vice Mayor Barotz said that when the categories are too broad it makes it difficult to determine who is qualified. They need to further define to make it consistent, or eliminate them all together. She added that since each commission only has seven members, a seat could remain empty because it has to be filled by specific criteria.

Mayor Nabours said that with the Beautification and Public Art Commission, the "hospitality industry" term could be anyone who works at a restaurant, etc.; it does not specify currently working, manager, general manager, etc.

Mayor Nabours said that they first should decide if there is a consensus that they want specialty appointments. Vice Mayor Barotz said that it may be easier if they did not have specific criteria and it may draw more interest from applicants.

Councilmember Brewster said that she would prefer to stay with the specialty appointments and if they are going to remove the requirements, they should first hear from the different commissions.

Councilmember Overton said that he did not have a preference. Oftentimes a commission will sit with a vacancy instead of filling it with a quality member that does not fit the criteria. If people are expressing an interest they probably already have some interest or expertise in the commission. He would be okay with dropping the qualifications, but would support keeping them as well.

Councilmember Evans said that those who pay into the BBB funds have an expectation of sitting on certain commissions that handle those funds. She would like to ask the commissions what their input is, or ask those with specialties what they think about eliminating them.

Vice Mayor Barotz said that they, as Council, can make sure that the BBB community is represented. Councilmember Evans said that was true, but they cannot guarantee that with future councils. They should have something in writing to preserve the intent.

Mayor Nabours asked if this had been discussed with the staff liaisons. Ms. Burke said that previously the Open Spaces Commission did express an interest in providing input and they were notified of the meeting today. Betsy Emery, staff liaison for the Commission, came forward and said that the commission does get a lot of knowledge from the people and the expertise they bring, especially with regard to natural and cultural management.

Councilmember Oravits said that he was comfortable with eliminating the specialty appointments.

Mayor Nabours suggested they have two hospitality appointments to the Beautification and Public Art Commission and Tourism Commission, to make sure that they are represented as the industry paying into the BBB tax, and specify that it is an owner or manager of the business.

Councilmember Overton said that he was concerned with picking hospitality over the Arts and Design professions. If they are going to maintain the specialty appointments they should have a discussion with the commissions, but it gives the Council better flexibility to have no specific designations.

Vice Mayor Barotz said that Councilmember Evans is trying to protect the voices that represent those that pay into the BBB and avoid filling a commission with people that are against the mission. Councilmember Evans said that the hotels do not feel that there is enough representation. There is a reason why they have seats and these people make sure there is balance to their discussions.

Councilmember Putzova said that the hospitality industry runs the taxes through, but it is the guests who provide the funding. The same thing runs true for Open Spaces; it is funded through taxes, so she was not sure that the rationale was on point. She worried that as councils change everything can change. She said that it is great to say what kind of candidates they are looking for and encourage certain requirements, but in the end the Council can make an appointment based on the information provided. For transparency sake, she would like to keep the process consistent across the commissions. People may have some knowledge, but not necessary work in the industry.

Mayor Nabours said that when the BBB was proposed originally, the hospitality industry felt that they had to shoulder the bulk of the burden, and as a compromise they were given a seat on the commission. He agreed with Councilmember Putzova, as well as Councilmember Oravits.

Ms. Burke clarified that staff would bring back an ordinance to make these changes and noted that all applications will be brought forward for Council consideration in the future.

**Moved by** Mayor Jerry Nabours, **seconded by** Councilmember Jeff Oravits to do away with specialty representation on commissions.

**Vote:** 5 - 2

NAY: Councilmember Karla Brewster  
Councilmember Coral Evans

**C. Presentation by NAU President Rita Cheng on Recent and Upcoming Events . *(It is anticipated that this item will be carried forward to the 6 pm meeting.)***

**RECESS**

The 4:00 p.m. portion of the October 20, 2015, Regular Meeting recessed at 4:48 p.m.

**6:00 P.M. MEETING****RECONVENE**

Mayor Nabours reconvened the Regular Meeting of October 20, 2015, at 6:06 p.m.

**NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION**

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**11. ROLL CALL**

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

PRESENT:

ABSENT:

MAYOR NABOURS  
VICE MAYOR BAROTZ  
COUNCILMEMBER BREWSTER  
COUNCILMEMBER EVANS  
COUNCILMEMBER ORAVITS  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

NONE

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

**12. PUBLIC PARTICIPATION**

The following individuals addressed Council on the issues noted:

Rueben Abayta, representing Flagstaff Lodging and Restaurant Association (FLORA), asked Council to reconsider removing the specialty appointments as discussed earlier in the meeting.

Lina Wallen, Flagstaff, introduced officers of the NAACP in the Flagstaff area, noting that they were established in Flagstaff in 1967. She noted that in November 2016 they will honor the Native American and Hispanic Month at the Murdock Center.

David McCain, Friends of Flagstaff's Future, introduced the new Executive Director of FFF, Tory Syracuse, who is a native member of the Flagstaff Community.

Tory Syracuse, FFF, said that she looked forward to getting to know everyone and working with them.

Paul Ferry, Flagstaff, said that he recently inherited the facilitation of a support group in town and there has been a lot of grumbling about the lack of handicap accessible parking in the downtown area. He asked that they place this item on a future agenda for discussion.

Belinda Yazzi, NAU student, voiced support for the change of Columbus Day to Indigenous Peoples Day.

John Viktora and Rudy Preston both voiced support for keeping the number of councilmembers needed to place an item on an agenda at three, versus the proposed four.

Rudy Preston voiced concern with an article in newspaper about the deal given to Nestles Purina. He said that NAU pays some of the highest water prices while the City subsidizes the golf courses and Snowbowl.

**13. CARRY OVER ITEMS FROM THE 4:00 P.M. AGENDA**

**A. Presentation by NAU President Rita Cheng on Recent and Upcoming Events**

President Cheng, Northern Arizona University, addressed the Council to thank them and the community for the support shown during the recent tragedy at the campus. She said that she was proud of their first responders, both from NAU and the City's Police and Fire Departments, EMT's, and trauma teams, as well as the university's residential counselors. She said that their counselors and student life staff continue to work overtime.

She said that a week ago up to 5,000 students, faculty, staff were on campus, along with many from the City, to remember the fallen and injured, and she appreciated Mayor Nabours' presence and thoughtful remarks. She said that it reminded everyone of the generous heart and optimistic character that represents Flagstaff and NAU.

She reminded everyone that this coming weekend was Homecoming and invited everyone to join them. She thanked Heidi Hansen and Stephanie Smith for co-chairing their alumni activities. The NAU Marching Band then played.

Mayor Nabours thanked them for being at the meeting, noting that just at the Council's table they had four graduates and two employees from NAU. He also noted that Louie attended the League of Arizona Cities and Towns Annual Conference and stole the show.

Mayor Nabours noted that they would now discuss 14-B first, due to so many people being present for that item.

**14. PUBLIC HEARING ITEMS**

**A. Public Hearing: Utilities Rate Study - Discussion regarding Consultant and Possible Alterations to Path Forward.**

Utilities Director Brad Hill said that there were several questions raised at the last meeting

and those have been answered by staff as well as the consultants. Chris Fisher, Vice President of Willdan, was at the meeting and Jonathan Varnes was available via phone. The questions were then reviewed along with the answers as outlined in Exhibit A (Willdan Answers) and Exhibit B (Staff Answers) attached hereto and made a part hereof.

#### 1. Reclaimed Water Data Validation

Revenue Director Andy Wagemaker reviewed staff's answer to this question.

Councilmember Putzova said that this question came about because they were talking about the consultant not addressing the reclaimed water tiers. Now that the data has been reconciled, she asked if that meant the consultant could provide them with that information. Mr. Hill said that when they hired Willdan this time around they did not pay them to do a cost of service analysis and evaluate different rate structures because that was done back in 2010 and things had not changed much. If that was Council's direction, staff could talk with Willdan further about doing that. Mr. Varnes said that they would absolutely use that analysis as a basis for which they could develop reclaimed water rate structures for their consideration.

Mayor Nabours asked if the proposal was for reclaimed water to have a 3% increase across the board. Mr. Fisher said that it was suggested at either 3% or 7%. He said that the cost of service analysis helps them determine the individual rates within that structure based on classification. Mr. Varnes added that as they sit now, it is either 3% under Option 1 or 7% under option 2. Within that they can adjust the actual rates.

Vice Mayor Barotz said that it was her understanding that until now all of the money went into one pot, but now they have separated it out. If the cost to provide reclaimed water is different than potable water, she asked why they were doing a one-size fits all solution. Mr. Hill said that what they were proposing is 3% and 7% on potable water, 3% and 7% on reclaimed water and 5.5% and 7% on wastewater. Mr. Varnes said that they have been providing costs segmented by water, wastewater and reclaimed water and conducted three different analyses.

Councilmember Putzova said that in the reclaimed water there are two tiers. The more reclaimed water they use the lower the rate. She still does not understand how that structure has not been addressed. Mr. Hill said that on September 8 there was a CCR provided to help provide history. It was a bifurcation of two processes--the one they were talking about and then by policy when the Council eliminated tiers from four to the two they have today. Mayor Nabours said that was a policy decision needed from Council, not the consultant. Mr. Hill added that, historically, the cost of reclaimed water was reduced to encourage its use.

Vice Mayor Barotz asked staff to review the rate study process. Mr. Roberts explained that a rate study consists of: 1) revenue requirements; 2) cost of service study; and 3) rate analysis. In 2010 they did all three components. The question was asked early on by the consultants when they did the RFP, and the decision was made to not do a cost of service because there has not been a substantial change in the City with regard to population or customer classes. The study done in 2010 is still valid in today's number. He said that this was a way to save the City money.

Vice Mayor Barotz asked exactly what the consultants did do. Mr. Varnes explained that they looked at the budget, determined the additional revenue required, transitioned to cost of service analysis (looking at it by function) to determine the portion of each customer class, they then designed rates and charges to recover costs that are consistent.

Mr. Varnes said that on the water side, they kept the existing structure, but changed the tiers. On the wastewater side, they did not change other than the option to break out the energy charge, and on the reclaimed water side they suggested no changes because of the data validation. Mr. Hill noted that they did bring forward to Council a nonresidential rate structure change.

Vice Mayor Barotz said that she thought the rationale for where they were with the reclaimed water was because of the data validation. Mr. Roberts said that when they took the structures to the Water Commission, they put it out for public input and they came up with three options for water: 1) keep existing, 2) give them a change in residential tiers; and 3) give them a nonresidential tier. On the reclaimed water side, they did not ask for any other structure. He said that the consultants work for the City. If they are told to come up with a different structure, they will, but they were not asked to do that.

Vice Mayor Barotz asked what they were asked to do. Mr. Roberts said that they were asked to do a revenue sufficiency requirement based on the cost of service analysis and come back with resulting rates.

Vice Mayor Barotz asked who recommended the change in the tier. Mr. Roberts said that was from the Water Commission, in hearing from Customer Service, who had received complaints from customers. The consultant was asked what would happen if they rounded those numbers and they did that analysis, determining that there was not a substantial change. Subsequently, they have heard a proposal to move the number down to 3,500 rather than the 4,000 and they can do that.

Mr. Roberts explained that it was a six to eight month process with the Water Commission. They start with the revenue requirement stage and when an issue would come up, they would ask to see what that would look like. The consultant would come back, and in this case, the request for Option 1B and 2B came from internal staff and the customer service calls. The other option, for a noncommercial tiered structure, was from the Water Group.

Mr. Roberts said that the consultant first brought forward the 3% increase. The Water Commission asked what it would look like if they did not exceed the 20% debt, and the consultant came back with the 7%, and then they kept all of the three sub-options. He said that they can adjust and accommodate whatever is requested of them.

Mr. Roberts added that before they ever hire the rate consultant they hired two engineering firms that did master plans with condition assessments and in those they gave a list of recommendations. From those consultants it told staff what the ten-year CIP needs would be. That information was vetted so the Commission had a clear understanding of what the City's needs were and once those lists were in place, the City hired a consultant and shared that information with them.

Mayor Nabours said, at the risk of being too simplistic, that it was: 1) how much revenue they make; 2) what the CIP needs were; and 3) how much they raise the rates to cover those needs. Then, he said, it becomes a question of whether to finance it over a short period of time or longer. The end result is they are trying to generate enough additional money to cover their additional capital needs. Mr. Hill said that was a great understanding and simplification. He said that the last piece is how they collect it internally.

Councilmember Evans said that in looking at the Council Goal #2, Making Sure There is a Long-Term Water supply (including a residential conservation strategy), she asked where in the document they have addressed that goal. Mr. Hill said that at last week's presentation they gave the Council all of the conservation matrices showing how they have had the lowest ever water use, as in 1995, with water revenues flat and the winter average declining, so they know that in-home water use has declined. Councilmember Evans said that they did all of that on the residential side, but asked about the commercial side.

Mr. Hill said that when this was taken to the Water Commission one of the options discussed was to have nonresidential-tiered rates as a conservation strategy. He said that currently they have one option with that. If they get to that point in the conversation and decide it is not appropriate or Council does not like it, they could clearly bring back an alternative.

Councilmember said that staff mentioned that the residential tiered structure was one of the tools used for conservation. When they calculate the five-year rate increase there is a 21% increase for Option 1A and a 17% increase for Tier 4. The more they use as a customer, the lower rate increase. That is not a policy that encourages conservation. She said that if the Council goals are not policy directions for staff and the consultant, then she was not sure why they spend time discussing their goals. She believed that those goals should be considered when discussing the scope of the project.

In response to Question #4, Mr. Hill said that he did some research on this. He knows of two times while he has been with the City—in 2013 and last summer on a much smaller scale when they had a local industry impact the Wildcat's ability to treat water. He could find no prior information before that time.

Mayor Nabours said that it was his understanding that the City has subsidized some of the reclaimed water with potable when, through their fault, they were not able to supply the normal amount of reclaimed water. Mr. Hill said that was correct. He said that in 2013 and 2014 they went back to their largest customers and asked them to reduce their volumes in addition to subsidizing it with potable water. He said that they cannot let the infrastructure go dry without damaging it. He said that in 2009 they issued a reclaimed water monthly and volume limit so they do not over-commit their system moving forward.

Councilmember Putzova moved back to the issue of the cost of service study. She said that they decided to split the funds, and asked if it would not make sense to have done a cost of service study so they knew how much it costs to produce reclaimed water.

Mr. Hill said that the main purpose for splitting the funds was to demonstrate the subsidies between the enterprise funds. They asked the consultants to do that so everyone could see the expenses and revenues associated with each, and now that is in place. In terms of the cost of services, it may be that those were done at different times. They can revisit that if it is the desire of the Council.

Mr. Tadder said that the five-year plan presented to Council in April as part of the budget had the reclaimed water fund self supported without the rate study in place. When they split it out and did the calculations, it showed it was self supporting in the current year.

Mayor Nabours asked if the 3% increase for reclaimed water was to do the capital improvement needs. Mr. Hill said that it was not only the capital, but also the operations and maintenance. The majority, however, was the costs for capital.

Vice Mayor Barotz asked if there was a rationale for the rate study not making a reference to

the cost of reclaimed water as a percentage of potable water. Mr. Hill said that it would still be the 35%/75%. Vice Mayor Barotz said that she was not comfortable with where they were in the information they have and recommendations regarding reclaimed water. She would like to have more opportunity to understand and re-evaluate what their options might be.

At this time, Mayor Nabours called up individuals who had presented cards at the previous meeting, but had not the opportunity to speak.

Katie Nelson, Flagstaff, said that she was confused about what the cost was for reclaimed water. She had heard \$1.67/thousand gallons, but did not know if that included infrastructure costs. She did not understand why they would charge reclaimed water customers less than that. Mr. Hill said that last week they talked about \$1.62/thousand gallons, being the average cost to treat, operations, maintenance and delivery of reclaimed water.

Mr. Hill said that it goes back to the rate structure and rate design; the cost to deliver water off peak versus on-peak, and, by policy, that historically discounted that rate.

Councilmember Oravits asked if it did not also include a discounted rate if they did their own infrastructure. Mr. Hill replied that it did. If the City put the line in it was 75%; if they paid for the line it was 35%.

David Chambers, member of the Board of Directors of Continental Country Club, said he was representing 7,000 residents. He said that he would be addressing the golf issues, and Larry Dannenfeldt would address the country club itself.

He then reviewed a handout presented, Exhibit XX attached hereto and made a part hereof.

He said that in 2013 the club was experiencing substantial losses. The Board made a decision to raise rate to \$69, and \$59 for local residents. In 2014 they eliminated the discounts to local residents and raised the rates to \$75. They dropped from 18,000 rounds in 2013 to 12,000 rounds in 2014. He said that this year they left the rate at \$75, but implemented a High Country Card for local residents to buy at \$99, which gives them a free round of golf, and a discounted rate of \$58. With that pricing structure they maintained last year's average daily rate and increased from 12,000 rounds to 15,000 rounds and went from a \$400,000 loss to \$270,000 loss in the last two years.

He then reviewed the information of other public golf courses. He said that there are four private golf courses in Flagstaff and one public-play golf course that is subsidized by the homeowners by \$369,000. They pay \$80,000 to the City for water. He said that they believe it is more of an issue of whether effluent is covering its costs; there is a quality of life issue.

Mr. Dannenfeldt then reviewed information on the membership dues of the HOA, which were \$300 for 14 years, or \$25/month to run the entire HOA. In 2008 they voted in a small dues increase. Their CC&R's are written to require a vote of 51% of all members and once they have 51% voting, then 2/3 (or a supermajority) of all votes cast must approve the rate increase.

He reviewed the graphs, noting that the water comes into their customer account, pumped into Lake Humphreys on Aspen Valley Golf Course, and is then distributed to the other lakes and also is sent to keep Lake Elaine full. The water that goes into Lake Elaine is not used to water the golf course.

He said that Lake Elaine is a lake the HOA received deeded title to when Fairfield

disbanded. It uses a lot of water. In 2013 and 2014 they tried to reduce the amount of water by lowering it five feet to get it below the concrete apron because it lakes around that. He said that they are under a federal court order to keep the lake full. They are bound to not drain the lake. The water is used as a water resource for wildland fire suppression and was a key component for the Hardy Fire. The USFS dipped out thousands of gallons of the lake.

He said that they have no money to fix the leak. They lowered it another five feet and it seems to have stabilized. He said that they are in the process of contacting the homeowners to lower it again. He said that they used to pay \$13,000 a year for effluent; now they are paying \$300,000 a year for effluent and they cannot continue to do that.

Mr. Chambers said that he was President of the Association when the lawsuit took place. The lake had been emptied and the homeowners filed a lawsuit because when they bought their home it was on a lake. The court issued a court order requiring the HOA to maintain it at a certain level. He said that the insurance company paid for the repairs and now it is leaking again.

Councilmember Putzova said that she understood the difficulty faced by the HOA, but in hearing that it costs the City \$1.62 to produce one thousand gallons of reclaimed water, so if the golf course is not going to pay, she asked who should.

Mr. Chambers said that it is a public golf course; no different than other amenities. If they stopped using the 250 to 300 million gallons of effluent, they would be going down the Rio de Flag and not getting money. He said that they view it as a quality of life issue. He asked if the Aquaplex makes money.

Mr. Chambers said that the City issued bonds to fund the initial project. He said that Keating paid for the infrastructure from Wildcat to the golf course. They were charging them \$13,000 a year for the effluent and part of that was to help subsidize the payment of the bonds.

Councilmember Evans said that it was interesting to understand that the golf course was public because anyone can play a round of golf there. She asked if they had ever considered going to Parks and Recreation and establishing a true public/private partnership. Mr. C said that probably 15 years ago there was a movement and they met with their Mayor at that time and offered to see, but there was not support for it. He added that there are contractual issues with Aspen Valley.

A short break was taken from 8:48 p.m. to 8:59 p.m.

Mayor Nabours said that they would have another meeting and they did not want to push through and hurry any decision this evening. He said that they had invited back the Water Group and Mr. Vane then came forward and reviewed a handout, Exhibit XX attached hereto and made a part hereof.

Mr. Vane said that tiers do not imply a rate hike at all. Oftentimes 80% pay less. They can be designed for any design level. He said that there are a lot of ways to build tiers, but should be structured to achieve clear goals, which is a policy issue. He said that they compiled data from WIFA and among 232 cities surveyed, the idea of tiered rates for nonresidential is not a radical idea.

Mr. Vane said that the reclaimed water supply is over-committed in May and June. The rates are too low overall and in recent history, while they have had the 35% and 75% on the books, the 75% rate has never been used.

Mayor Nabours said that last week there was a gentleman who was opposed to any rate increase. He was asked how the City should cover the additional capital expenses and he suggested selling more water, which is contrary to water conservation.

Mr. Vane said that it is a difficult problem. It is a nice dilemma, and they should not rush into selling more water. He said that he does not have any magic solutions. He said that their concern is that if they impellent the study as is, at the end of five years they will not be any smarter about water. He said that the good news is that they are not in a water crisis. The Council has the opportunity to make long-term decisions. They are urging Council to hit the pause button and review the gaps in the study.

Mr. Vane said that they would like to see the City put together a smart system that will make other cities jealous. It will take time, and there may be a need for a three to five percent increase while the work is being done. It is worth it to take the time to get it right.

Tory Syracuse, Friends of Flagstaff's Future (FFF), thanked the Flagstaff Water Group and the Continental Country Club for the enlightening presentations. She said that it was exciting to see the public process at work. Friends of Flagstaff's Future supports the Water Group's contention that the current study need further review and they need to encourage more conservation.

Rudy Preston, Flagstaff, asked if that was the kind of expenditure they want to do as a City. He asked if that was conservation. He said that if they did not take that water it would go into the aquifer and that is not a bad thing. There are a lot of things they could do with that water. He said that the Water Commission decided how the rate study should go and there are many people on that who have an int3erest in using great deals of water.

The following individuals submitted written comments to the City Council:

Adam Shimoni  
Dawn Dyer

The comments stated the following:

The rates of reclaimed water should reflect the cost of producing it.  
Reclaimed water rates should have been included in the study.  
Those who use more reclaimed water should pay more for it.  
The City should never make up missing reclaimed water with potable water.  
Perspective is needed when considering water rates.

Mayor Nabours said that this would not conclude the public hearing. They will schedule another meeting, either a Special Meeting or another Tuesday meeting. The discussion ended at 9:30 p.m.

- B. Public Hearing and Consideration and Adoption of Resolution No. 2015-35: A resolution of the City Council of the City of Flagstaff, Arizona adopting the La Plaza Vieja Neighborhood Specific Plan as a Minor Plan Amendment to the Flagstaff Regional Plan 2030 and establishing an effective date.**

Mayor Nabours opened the Public Hearing.

Comprehensive Planning Manager Sara Dechter then briefly reviewed the process they have been going through, which included:

#### **COMMISSIONS AND PUBLIC HEARING**

Required two hearings with Planning and Zoning Commission

Work Session and Public Hearing with City Council

Met with numerous other commissions

Held six meetings with neighborhoods

(Approximately 140 residents, business owners, community members have participated)

#### **CHALLENGES TO PLAN IMPLEMENTATION**

Existing Entitlements

Clay Avenue Extension

Arrowhead Village Mobile Home Park

Housing Occupancy

Nonconforming Uses

#### **HIERARCHY OF SPECIFIC PLAN CONTENT**

Goals and Policies

Concept Plan and Implementation Strategies

Site and Area Analysis

Appendices

#### **PLANNING AND ZONING COMMISSION**

Recommended approval with condition

#### **NEIGHBORHOOD POLICY AREAS**

Identified activity centers transitioning into neighborhoods

#### **OPTIONS AND ALTERNATIVES**

1) Adopt the September 17, 2015, Draft of the La Plaza Vieja Neighborhood Specific Plan

2) Adopt the October 1, 2015, Draft of the La Plaza Vieja Neighborhood Specific Plan (which included Planning and Zoning Commission's recommendation)

3) Not adopt

#### **TONIGHT'S DECISION**

*Is the Specific Plan consistent with the Regional Plan as a whole?*

*Does the Specific Plan improve the ability of staff, commissions and Council to make decisions in this area compared to using only the Regional Plan?*

*Does the Specific Plan reflect the feedback received through public involvement?*

Laura Myers, Outreach Director of the La Plaza Vieja Neighborhood, addressed the Council stating that they supported the plan dated October 1, 2015, which included a change to the boundary map and a few changes to the goals and policies.

The following individuals spoke in support of the October 1, 2015, plan:

- Gloria Valencia
- Adam Shimoni
- Lina Wallen
- Charlie Silver
- Emily Davalos
- Kathy Turner

- Tory Syracuse

Comments received included:

- Has lived there for 55 years; her family has been there forever. Was concerned with prior discussion about possibly breaking it into sections. They did not support that idea.
- They have invited the City to their area a lot of times to visit with community members
- Happy to be here today with this plan and grateful for the hard work done by the community and City staff
- Will be a good model to use for other neighborhoods
- Thanked everyone involved in the Plan's development
- Acknowledged the way the Plan empowers the neighborhoods to identify their desires and the democratic process
- Voice their desire that it be approved and honor the public process
- The neighborhood works hard to maintain their history, family and character
- Recognizes the self-determination and leadership of La Plaza Vieja
- Wanted to emphasize the importance of the boundaries
- Is with College America, a commercial partner in the neighborhood and proud to be a part of the community
- They strongly support the plan and comments delivered by Laura Myers this evening and the October 1, 2015, proposal

Additionally, the following individuals submitted written support for the October 1, 2015, Plan:

- Kelly Brown
- Robert Bennett
- Amelia Garcia
- Theresa Sandoval
- Irene Dominguez
- Joseph Myers
- Jose Jesse Dominguez
- Jennifer Brown
- Carren Ditch (sp)
- Alberta B. Sanchez
- Carlos Sanchez
- Kathy Jay (sp)
- John Harper
- Johnny Anaya
- Chris J. Sorensen
- Lupe Anaya
- Edward Hernandez
- Delia G. Ulibarri
- Frances Garica
- Rosales Ramirez
- Juanita Hernandez
- Jerry Soto
- Peter Almendarez
- Gabriella Nunnally
- Brooke S. Nilson
- Brian Patrick
- Stefan Rosic
- Tara Casey
- Daniel Ulibarri

- Rosemary H. Gonzales
- Robert A. Gonzales
- Brendan Myrman
- Ricardo Guthrie
- Ruth Ann Soto
- Vanessa Billesas
- Sean Parson
- Julia Vosefenuk
- LaReina Reyes
- Eva Sigersted
- Tallie Segel
- Francisca Gonzales
- Jo Ann Vigil
- Isabel D. Diaz
- Sereana D. Bird
- Juan Rodriguez
- Juanita Carrillo
- Laurence Baca
- Robert R. Hernandez
- Rose Hernandez
- George Schwalenstacker
- Edgar L. Schaeffer
- Suzzanna Garcia
- Rosie A. Garcia
- Rhea Nanni
- Jane O'Donnell

**Moved by** Councilmember Coral Evans, **seconded by** Councilmember Karla Brewster to read Resolution No. 2015-35 by title only, to approve the October 1, 2015, Plan.

**Vote:** 7 - 0 - Unanimously

*A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA  
ADOPTING THE LA PLAZA VIEJA NEIGHBORHOOD SPECIFIC PLAN DATED OCTOBER  
1, 2015, AS A MINOR PLAN AMENDMENT TO THE FLAGSTAFF REGIONAL PLAN 2030  
AND ESTABLISHING AN EFFECTIVE DATE*

Councilmember Evans said that this is the oldest neighborhood in the City and she was happy to see this move forward as they have been working on it for over eight years. She apologized that it has taken so long, and thanked the residents and City staff, including Kimberly Sharp and Sara Dechter.

Vice Mayor Barotz said that the discussion this evening takes her back to the meetings they had about the Standard, which were the impetus in moving this along. That was an incredibly difficult process and was challenging and painful to watch. Out of something so divisive is coming something good.

Mayor Nabours added that they like seeing this--not having one objection.

**Moved by** Councilmember Coral Evans, **seconded by** Councilmember Karla Brewster to adopt Resolution No. 2015-35.

**Vote:** 7 - 0 - Unanimously

A break was held from 7:03 p.m. to 7:14 p.m.

15. **REGULAR AGENDA**

None

16. **DISCUSSION ITEMS**

None

17. **FUTURE AGENDA ITEM REQUESTS**

*After discussion and upon agreement of three members of the Council, an item will be moved to a regularly-scheduled Council meeting.*

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Putzova to place on a future agenda discussion and possible action regarding Indigenous People.

Councilmember Putzova said that this request was motivated by a desire to finally recognize their Native American friends and neighbors as true partners whose voice is reflected in their decisions. It was not just to show respect, but to make sure that when someone looks at their decisions, they can tell they truly respect Native Americans. She then reviewed the three items: 1) Getting an update on the general provisions of the MOU between the Navajo Nation... 2) have public hearing opportunities for Native Americans to identify proposals the City can implement to make a meaningful positive impact; and after 1 and 2 are completed, and after adopting an implementation plan to come out of the conversations, move forward with the establishment of an IPD for the second Monday of October and call upon those that call this Columbus Day to replace it with Indigenous Peoples Day.

The following individuals spoke in favor of bringing this item to a future agenda:

- Rudy Preston
- Adam Shimoni

The following individuals submitted written comments to the Council in favor of bringing this item to a future agenda:

- Klee Benally
- Emily Davalos
- Dawn Dyer
- Rhea Nanni

The following individual submitted written comments to the Council against bringing this item to a future agenda:

- Gabor Kovacs

Three members of Council supported moving it forward--Vice Mayor Barotz, Councilmembers Evans and Putzova.

- B. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Evans to place on a future agenda discussion of Downtown Disability Parking.

Councilmember Evans said that several people in the community have come forward requesting that this item be discussed.

The following individuals spoke in support of moving this forward:

- Paul Ferrty
- Caitlan

All Councilmembers agreed to move this item forward.

**18. INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS**

Councilmember Brewster reminded everyone of Homecoming at NAU this weekend.

Councilmember Oravits reported that he had forwarded an e-mail to Mr. Copley regarding the council serving at the Family Food Center; members agreed they would like to do and asked staff to have that arranged.

Councilmember Overton asked for clarification on whether Council would have more time to discuss the Flagstaff Fire Department/Summit Fire agreement prior to action. Mr. Copley said that it would be coming back for action, but there will be time for further discussion as a call out the week before.

Ms. D'Andrea said that she had referenced the Rules of Procedure further and agreed that a Roll Call vote could be requested on a F.A.I.R. item.

(Prior direction) to bring back the request to discuss issues related to Indigenous Peoples Day (F.A.I.R. Item # 17-B above).

**Vote:** 3 - 4

AYE: Vice Mayor Celia Barotz  
Councilmember Coral Evans  
Councilmember Eva Putzova

**19. ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held October 20, 2015, adjourned at 9:41 p.m.

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MAYOR

ATTEST:

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CITY CLERK

**CERTIFICATION**

I, ELIZABETH A. BURKE, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on October 20, 2015. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 3rd day of November, 2015.

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CITY CLERK

## MINUTES

### 1. Call to Order

Mayor Nabours called the Special Meeting (Executive Session) of October 27, 2015, to order at 4:00 p.m.

### 2. Roll Call

*NOTE: One or more Councilmembers may be in attendance telephonically or by other technological means.*

PRESENT:

MAYOR NABOURS  
VICE MAYOR BAROTZ  
COUNCILMEMBER BREWSTER  
COUNCILMEMBER ORAVITS (arrived at 4:03 p.m.)  
COUNCILMEMBER OVERTON  
COUNCILMEMBER PUTZOVA

ABSENT:

COUNCILMEMBER EVANS

Others present: City Manager Josh Copley and City Attorney Michelle D'Andrea.

### 3. Recess into Executive Session.

### 4. Executive Session:

**Moved by** Mayor Jerry Nabours, **seconded by** Councilmember Karla Brewster to recess into Executive Session.

**Vote:** 6 - 0 - Unanimously

The Flagstaff City Council recessed into Executive Session at 4:03 p.m.

- A.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to A.R.S. §38-431.03(A)(3) and (4), respectively.

i. Discussion of litigation matter - personnel

~~ii. Property acquisition four Fourth Street project.~~

ii. Comprehensive litigation update and consultation

- B.** Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property pursuant to A.R.S. §38-431.03(A)(3) (4) and (7), respectively.
  - i. Property acquisition for Fourth Street project.

- C.** Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property, pursuant to ARS 38-431.03(A)(7).
  - i. Property Acquisition: FUTS trail

**5. Adjournment**

The Flagstaff City Council reconvened into Open Session at 6:00 p.m. at which time the Special Meeting was adjourned.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stacy Saltzburg, Deputy City Clerk  
**Date:** 10/29/2015  
**Meeting Date:** 11/03/2015



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**TITLE:**

**Consideration of Appointments:** Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) Transit Advisory Committee (TAC) Citizen Appointment.

**RECOMMENDED ACTION:**

Make one reappointment to a term expiring October 2018.

**Executive Summary:**

The NAIPTA TAC currently consists of five voting members: Coconino County Manager or designee, Yavapai County Manager or designee, Flagstaff City Manager or designee, Northern Arizona University Vice President of Administration or designee, and a Flagstaff Citizen Representative. A Flagstaff Citizen Alternate is also appointed to serve when the Citizen Representative may not be available to attend or participate in meetings.

The NAIPTA TAC reviews the draft Board of Directors' agenda and offers recommendations on transit-related issues within the NAIPTA boundary. The Citizen Representative serves a three year term and is appointed by the City Council.

There is currently a vacant seat for the Citizen Alternate. Additionally, the term of Shari Miller has expired and she is interested in being reappointed to another term on the Committee and her application is included with this staff summary.

**COUNCIL APPOINTMENT ASSIGNMENT:** Councilmember Brewster.

**Financial Impact:**

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

**Connection to Council Goal and/or Regional Plan:**

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions do provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

**Has There Been Previous Council Decision on This:**

None.

**Options and Alternatives:**

- 1) Reappoint the Citizen Representative Member: By reappointing at this time, the committee will be at full membership and able to continue to meet and provide recommendations.
- 2) Table the action to allow for further discussion or expand the list of candidates.

**Community Benefits and Considerations:**

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

**Community Involvement:**

INFORM: The vacancies are posted on the City's website as well as the NAIPTA website. Individual recruitment and mention of the openings by Board members and City staff has occurred, informing others of these vacancies through word of mouth.

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**Attachments:**     [NAIPTA Rules of Procedure](#)  
                          [NAIPTA Applications](#)

**RULES OF PROCEDURE**  
**OF**  
**NORTHERN ARIZONA INTERGOVERNMENTAL**  
**PUBLIC TRANSPORTATION AUTHORITY (“NAIPTA”)**  
(A corporate body and political subdivision  
of the State of Arizona)

**ARTICLE I – STATEMENT OF PURPOSE**

Section 1.1 General Purposes. The Authority is a corporate body and political subdivision of the State of Arizona, established pursuant to state law for the purpose of designing, operating, and maintaining a public transportation system in the authority.

**ARTICLES II – DEFINITIONS**

*Authority.* Authority means the Northern Arizona Intergovernmental Public Transportation Authority, also known as “NAIPTA.”

*Board of Directors (“BOD”).* Board of Directors means the Board of Directors of NAIPTA, consisting of representatives of member agencies, appointed by the agency’s governing body.

*Transit Advisory Committee (“TAC”).* Transit Advisory Committee means the Committee consisting of the administrative head of each member agency, or the administrator’s designee.

**ARTICLE III – POWERS AND DUTIES**  
**OF THE BOARD OF DIRECTORS**

The powers and duties of the Board of Directors include, but are not limited to:

- (a) Conduct a periodic survey of public transportation needs in the authority and determine an appropriate transportation system to meet those needs and the means to finance the system and produce a five-year public transportation program that is consistent with the regional transportation plan approved by the regional council(s) of governments.
- (b) Coordinate and implement the establishment and development of the public transportation system within the authority and among the participating governmental entities.

- (c) Adopt rules that are proper and necessary to regulate the use, operation and maintenance of the public transportation systems, property, facilities and services.
- (d) Employ a general manager and other employees as may be necessary and prescribe the duties, terms and conditions of employment.
- (e) Appoint an authority treasurer or may enter into an intergovernmental agreement with the county treasurer to provide financial services for the authority.
- (f) Manage, set policy and conduct the business of the Authority. Determine its organizational and procedural structure; adopt, amend and repeal bylaws and rules consistent with the requirements of state law, and prescribe an accounting system for the Authority.
- (g) Provide for payment of all debts and appropriate claims from the appropriate funds.
- (h) Issue an annual report on or before December 1 of each year, containing a full account of its transactions, activities and finances for the preceding fiscal year and other facts and recommendations, and transmit copies of the report to each member municipality, university and county, to the secretary of state, to the Arizona state library, archives and records, and, on request, to any member of the public.
- (i) Cause an annual audit to be conducted of the public transportation authority fund by an independent certified public accountant within 120 days after the end of the fiscal year.

#### **ARTICLE IV – MEMBERS**

Section 4.1 Initial Members. The initial Members of the Authority are Coconino County, Yavapai County, the City of Flagstaff, the City of Sedona, the City of Cottonwood, and the Arizona Board of Regents acting for and on behalf of Northern Arizona University (“Northern Arizona University”). Coconino County, Yavapai County, the City of Sedona, the City of Cottonwood and Northern Arizona University each have one representative on the initial BOD, appointed by its governing body; the City of Flagstaff has two representatives on the initial BOD, appointed by its governing body.

Section 4.2 New Members. Incorporated cities and towns within Coconino and/or Yavapai County may join the authority by petitioning the board of supervisors of the county or counties in which they are located and entering into the Master IGA by and between the Initial Members and dated on or about March 15, 2006, as the same may be amended (the “Master IGA”), provided that membership is to be apportioned among the participating municipalities according to their respective populations.

Section 4.3 Voting Rights of Members. Each member of the BOD and the TAC shall have one (1) vote. Other elected officials, staff members and citizens may attend public meetings and participate as provided by law, but may not vote.

Section 4.4 Voting Rights of the Chair. The Chair has the same voting rights as any other member.

Section 4.5 Dues, Fees, and Assessments. Each Member must pay, within the time and on the conditions approved by the Members, the dues, fees, and assessments in amounts to be fixed from time to time by a majority of all the Members.

Section 4.6 Resignation of Members. In the event that one or more Members resigns from the Authority, the resigning Member(s) shall no longer be represented on the Board. Vacancies on the Board shall be filled by the remaining Members as provided by the Master IGA and these Rules of Procedure.

## **ARTICLE V – OFFICERS**

Section 5.1 Officers of the Authority. The officers of the Authority, who must also be Members of the BOD, shall be a Chair, a Vice Chair, and a Secretary.

- (a) A person may only hold one office at a time.
- (b) In the event of a vacancy in an office, a new officer shall be appointed as provided in Section 9.3 of these Rules.

### Section 5.2 Duties of Officers.

- (a) *Chair.* The Chair shall: 1) preside at all meetings of the BOD; 2) sign all documents on behalf of the Authority; 3) be an ex-officio member of all committees.
- (b) *Vice Chair.* The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.
- (c) *Secretary.* The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of committees of the Board, and of members' meetings. The minutes of meetings shall comply with the requirements of the Arizona open meeting law. The Secretary shall keep or cause to be kept, at the Principal Office, a copy of the articles of the Rules of Procedure, as amended to date.

Section 5.3 Election and Re-election of Officers. Officers shall be elected each year at the first BOD meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

Section 5.4 Absence or Disability of Chair. In the absence or disability of the Chair, (1) the Vice Chair of the Board, (2) the officers in order of their rank as fixed by the members or, if not ranked, (3) an officer designated by the members, shall perform all duties of the Chair. When so acting, the Vice Chair of the Board or officer shall have all powers of, and be subject to all restrictions on, the Chair. The said Vice Chair or officer shall have such other powers and perform such other duties as the members or the bylaws may prescribe.

## **ARTICLE VI - MEETINGS OF MEMBERS.**

Section 6.1 Regular Meetings of Board of Directors and TAC. Regular meetings of the BOD shall be held at least once each quarter, at a place and time designated by the Board in the notice of meeting. Regular meetings of the TAC shall be held at least six (6) times per calendar year, at a place and time designated by the TAC in the notice of meeting.

Section 6.2 Special Meetings. The Chair of the body may call a special meeting of the BOD or the TAC for any lawful purpose at any time.

Section 6.3 Notice Requirements for Meetings. Notice of meetings shall be provided to the members of the body and the public as provided in the Arizona Open Meeting Law, A.R.S. §38-501 *et seq.* Additional notice may be provided as the BOD deems advisable.

Section 6.4 Quorum. A majority of members of the BOD or the TAC shall constitute a quorum for the transaction of business at any meeting of Members.

Section 6.5 Conduct of Meetings. In all matters not addressed by these Rules or Arizona law, meetings of the BOD and the TAC shall be governed by Robert's Rules of Order.

## **ARTICLE VII – TRANSIT ADVISORY COMMITTEE**

Section 7.1 Members. The Transit Advisory Committee (“TAC”) shall consist of the Manager of each Member county, city or town or the Manager’s designee; the Vice President of Administration of each Member university or college or designee; and one citizen from each Service Area to be appointed by its governing body. The corporate

boundaries of each of the Member municipalities and counties constitutes a Service Area for the purpose of this Section 7.1.

Section 7.2 Term of Office of Citizen Members. Citizen members shall serve for terms of three years each.

Section 7.3 Responsibilities. The TAC shall: have the duties and responsibilities provided in the Master IGA and in such position descriptions and policy handbooks as are reviewed by the TAC and approved by the BOD.

Section 7.4 Officers. The officers of the TAC shall consist of a Chair, Vice Chair, and Secretary. The Chair and Vice Chair must be members of the TAC. The Clerk of the Board shall serve as Secretary.

Section 7.5 Duties of Officers.

(a) Chair. The Chair shall: 1) preside at all meetings of the TAC; 2) sign such documents as may be necessary on behalf of the TAC.

(b) Vice Chair. The Vice Chair shall have all the powers and assume all of the duties of the Chair in the Chair's absence.

(c) Secretary. The Secretary shall keep or cause to be kept, at the Authority's Principal Office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the TAC. The minutes of meetings shall comply with the requirements of the Arizona open meeting law.

Section 7.6 Election and Re-election of Officers. Officers shall be elected each year at the first TAC meeting held after July 1. An officer who has served in the same office for two consecutive terms shall be ineligible for nomination or election to that office for the term immediately following the completion of the said consecutive terms. The said officer shall, however, become eligible for nomination and election to the same office for later terms, subject always to the aforementioned limit of two consecutive terms.

## **ARTICLE VIII – VOTING PROCEDURES FOR THE BOARD OF DIRECTORS AND THE TRANSIT ADVISORY COMMITTEE**

Section 8.1 Manner of Casting Votes. Voting may be by voice or ballot at the discretion of the chair.

Section 8.2 Voting. Each member appointed pursuant to Article 4 of these Rules shall be entitled to cast one vote on each matter submitted to a vote of the Members.

Section 8.3 Approval by Majority Vote. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be the act of the members, unless the vote of a greater number is required by Arizona law or these rules of procedure.

Section 8.4 Alternate Members of BOD and TAC. The governing body of each Member shall designate an alternate representative to both the BOD and TAC. The alternate representatives shall be authorized to attend BOD or TAC meetings and vote on all issues coming before the body, in the event that the regular representative is unable to attend a meeting. Members of the BOD or TAC may participate in a meeting by technological means, provided that the member can hear and participate in all discussions and the public can hear all statements made by the member so participating.

#### ARTICLE IX – AMENDMENTS

New bylaws may be adopted or these bylaws may be amended or repealed by the approval of a majority of all the appointed members of the BOD, provided, however, that any provision of these bylaws that requires the vote of a larger proportion of the Members than otherwise is required by law may not be altered, amended, or repealed except by vote of that greater number. No amendment may extend a director's term beyond that for which the director was elected.

DATED this 19<sup>th</sup> day of March, 2012.

  
Chair of the Authority

ATTEST:

Rhonda Cashman  
Clerk of the Authority

## Stacy Saltzburg

**From:** noreply@civicplus.com  
**Sent:** Friday, September 04, 2015 1:01 PM  
**To:** Elizabeth Burke; Stacy Saltzburg  
**Subject:** Online Form Submittal: Board/Commission Application

**Categories:** Green Category

If you are having problems viewing this HTML email, click to view a [Text version](#).

## Board/Commission Application

### Important Notice:

The City Council may consider appointments to boards and commissions in executive sessions which are closed to the public, and then make the appointments in a public meeting. You have the right, however, to have your application considered in a public meeting by providing a written request to the City Clerk.

### Application to Serve on a Board/Commission

#### Please note that this information is public information.

Date: \* 09/04/15  
Board/Commission you wish to serve on: \* NAIPTA TAC  
If applicable, type of seat for which you are qualified:

#### Your Information

Name: *	Shari Miller	Home Phone: *	9288560190
Home Address: *	1350 W Melissa Dr	Zip: *	86005
Mailing Address (If different from above):			
Employer: *	Northern Arizona University	Job Title: *	Compliance Director
Business Phone:	9285239520	Cell:	9288560190
E-mail: *	slmiller@slmillerlaw.com		
Indicate preferred telephone: *	<input type="checkbox"/> Home <input type="checkbox"/> Work	<input checked="" type="checkbox"/> Cell	
Please indicate age group: *	<input type="checkbox"/> 18-34 <input type="checkbox"/> 35-54	<input checked="" type="checkbox"/> 55+	
Please indicate education: *	<input type="checkbox"/> High School <input type="checkbox"/> College	<input checked="" type="checkbox"/> Post Graduate	
Number of years living in the Flagstaff area: *	8		

#### Background Information

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission. \*

I have been a Flagstaff transit user and recognize the importance of good transit systems to the success of communities such as Flagstaff. As an NAU employee, I see the value of community partnerships and believe that I can continue to contribute to those relationships. I believe in the expansion of transit as one way to address the congestion in Flagstaff.

Why do you want to serve on the board or commission you listed? \*

I have served on the TAC for the last three years and would like to continue on in the same capacity now that I'm much more familiar with the issues and workings of public transit. I would like to be able to continue to contribute to NAIPTA as it serves such an important function in the community. Plus, it's a really well run organization and I enjoy being a part of it!

By submitting this electronic form, I acknowledge that any information provided above is public information, and I certify that I meet the City Charter requirement of living within the Flagstaff City limits and have read and understand the right to have my application considered in a public meeting.

Please note that all board and commission meetings are streamed live for public viewing.

\* indicates required fields.

View any uploaded files by [signing in](#) and then proceeding to the link below:  
<http://az-flagstaff3.civicplus.com/Admin/FormHistory.aspx?SID=18613>

The following form was submitted via your website: Board/Commission Application

Date:: 09/04/15

Board/Commission you wish to serve on:: NAIPTA TAC

If applicable, type of seat for which you are qualified::

Name:: Shari Miller

Home Phone:: 9288560190

Home Address:: 1350 W Melissa Dr

Zip:: 86005

Mailing Address (If different from above)::

Employer:: Northern Arizona University

Job Title:: Compliance Director

Business Phone:: 9285239520

Cell:: 9288560190

E-mail:: smiller@smillerlaw.com

Indicate preferred telephone:: Cell

Please indicate age group:: 55+

Please indicate education:: Post Graduate

Number of years living in the Flagstaff area:: 8

Please explain how your community activities and other relevant experience/interests are applicable to this board or commission.: I have been a Flagstaff transit user and recognize the importance of good transit systems to the success of communities such as Flagstaff. As an NAU employee, I see the value of community partnerships and believe that I can continue to contribute to those relationships. I believe in the expansion of transit as one way to address the congestion in Flagstaff.

Why do you want to serve on the board or commission you listed?: I have served on the TAC for the last three years and would like to continue on in the same capacity now that I'm much more familiar with the issues and workings of public transit. I would like to be able to continue to contribute to NAIPTA as it serves such an important function in the community. Plus, it's a really well run organization and I enjoy being a part of it!

Additional Information:

Form submitted on: 9/4/2015 1:00:55 PM

Submitted from IP Address: 134.114.104.98

Referrer Page: No Referrer - Direct Link

Form Address: <http://az-flagstaff3.civicplus.com/Forms.aspx?FID=166>

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stephanie Smith, Assistant to City Manager  
**Co-Submitter:** Rick Compau, Purchasing Director  
**Date:** 10/28/2015  
**Meeting Date:** 11/03/2015



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**TITLE:**

**Consideration and Approval of Contract:** State Lobbying Services (*Approve agreement with Triadvocates, LLC in the amount of \$45,000 annually, plus expenses*).

**RECOMMENDED ACTION:**

Approve the Contract with the Triadvocates, LLC to provide state lobbying services for the City of Flagstaff for an annual fee of \$45,000 plus applicable expenses billed at cost and authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The City contracts state lobbyist services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City's contract lobbyists are in constant communication with staff. Each year the City Council adopts priorities to provide necessary direction to staff and contract lobbyist. The contracted lobbyist is responsible for ongoing communication throughout the session as well as seeking direction regarding important bills, amendments and developments. Approval of this agreement will authorize a total monthly fee in the amount of \$3,750 plus applicable expenses, at cost, for state lobbying services provided by Triadvocates, LLC during the initial contract term of three (3) years, with the option for two (2) annual extensions upon mutual agreement from both parties.

**Financial Impact:**

Funding for state lobbying services is included in the adopted budget in account 001-09-402-1310-1-4206 Non-departmental. The current budget for state lobbying services is \$44,908. If the recommended action is approved, the City would make up the \$92 difference within the City's Non-departmental budget.

**Connection to Council Goal and/or Regional Plan:**

***COUNCIL GOALS:***

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Explore and adopt policies to lower the costs associated with housing to the end user
- 5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels
- 6) Relieve traffic congestion throughout Flagstaff

- 7) Address key issues and processes related to the implementation of the Regional Plan
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Foster relationships and maintain economic development commitment to partners
- 10) Decrease the number of working poor
- 11) Ensure that we are as prepared as possible for extreme weather events

### **REGIONAL PLAN:**

Historically, many of the Council's adopted legislative priorities support some of the Regional Plan's goals and policies. Through advocacy, the City's contracted lobbyists help the deliver City services effectively and efficiently.

Goal PF.2: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

### **Has There Been Previous Council Decision on This:**

Previous Council decision on a contract for state lobbying service occurred in October 2010.

### **Options and Alternatives:**

- 1) Approve the contract for state lobbying services with Triadvocates, LLC, as recommended.
- 2) Recommend a contract for state lobbying services with another proposer.
- 3) Discontinue the use of any professional lobbying services.

### **Background/History:**

The City of Flagstaff's Intergovernmental Relations Program coordinates the City's dealings with the federal, state, tribal and other local governments, and seeks to foster constructive links between the City and these entities. The program works to advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests.

The program keeps the Mayor and Council informed about intergovernmental issues and assists in representing the City's interests in these matters. The City of Flagstaff's Intergovernmental Program is part of the City Manager's Office and serves all City departments, the Flagstaff City Council and the Mayor.

The City contracts lobbying services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City adopts state and federal legislative priorities to establish City positions on issues, policies and projects of legislative interest. The City Manager's Office coordinates with the City's contract lobbyists, League staff, and City staff to review proposed legislation and informs legislators, legislative staff and the governor's office, federal agencies and stakeholders regarding those impacts. The City's interests are also represented through the League of Arizona Cities and Towns. Advocacy is also supported by Council adoption of guiding principles and partnerships. Historically, the City's guiding principles are typically maintaining and protecting shared revenues, preserving local control and supporting adopted Council goals.

The Mayor and City Council approve a state agenda on an annual basis, which defines the City's legislative priorities and guides the City's lobbying activities. The City's contract lobbyists are in constant communication with staff. Together, the lobbyists and staff brief the Mayor and City Council throughout the legislative session. While the adopted priorities provide necessary direction, ongoing communication is also critical throughout the session to seek direction regarding important bills, amendments and project developments.

The City's Purchasing Section conducted a Request for Proposals (RFP) and advertised the RFP on

June 28, 2015. We received a total of five (5) responses, with two (2) of the proposers responding with a proposal for state lobbying services only, one (1) proposer responding with a proposal for federal lobbying services only, and two (2) proposers responding with proposals for both state and federal. The evaluation committee was comprised of five (5) evaluators, with one (1) of the evaluators being an evaluator outside the City organization. Once the evaluation and scoring was completed for state lobbying services and the scores were aggregated into a matrix, the evaluation committee scored Triadvocates, LLC as the highest scoring and most responsible proposer, whose proposal was most responsive to the RFP and was unanimously determined to be the most advantageous to the City considering the evaluation criteria. All five (5) evaluators ranked Triadvocates, LLC as number 1.

### **Key Considerations:**

City Purchasing staff utilized a comprehensive Request for Proposals (RFP) process that provided for the options to award one (1) contract to one (1) lobbying firm to provide both federal and state lobbying services or the option to award two (2) separate contracts, where one (1) lobbying firm would provide federal lobbying services and another firm would provide state lobbying services.

The RFP was updated significantly in summer 2015 to reflect current needs of the City as well as to accurately reflect the scope of services. The RFP allowed for the evaluation of the following: experience and qualifications of the firm, project personnel assigned to the project, presented approach, proposed fee and meaningful knowledge of City of Flagstaff issues. This RFP allows for a fixed fee for the initial term of three (3) years, with the option to extend for two (2) additional one (1) year terms by mutual agreement by both parties.

A total of four (4) proposals were received for state lobbying services and were evaluated and scored by a committee of five (5) members, including representation from outside the City organization. With regard to state lobbying services, the evaluation committee scored Triadvocates, LLC as the highest scoring and most responsible proposer, whose proposal was most responsive to the RFP and was unanimously determined to be the most advantageous to the City considering the evaluation criteria. All five (5) evaluators ranked Triadvocates, LLC as number 1.

The City is currently in contract with Triadvocates, LLC for state lobbying services. The outcome of the competitive solicitation process reaffirms that the City is in contract with the most advantageous firm for this important service.

### **Community Benefits and Considerations:**

Community benefits of contracted lobbying services may include additional or enhanced funding resources as well as policy actions that may enhance essential services or quality of life for Flagstaff residents, businesses, public agencies and visitors.

### **Community Involvement:**

State lobbying services are included in the City budget and information on this service and other contract services are presented during the annual budget hearings. In addition, the City involved representation from outside the organization on the evaluation committee. Through the evaluation committee process, the recommendation incorporates consultation from City staff and community stakeholders.

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**Attachments:**     Service Contract  
                          State Scoring Matrix

**CONTRACT FOR  
STATE LOBBYING SERVICES**

Contract No. 2016-01

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Triadvocates, LLC ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

**SERVICES**

**Scope of Work:** Contractor shall provide the professional services generally described as follows:

**State Lobbying Services**

and as more specifically described in the scope of work attached hereto as **Exhibit A.**

**Schedule of Services:** Contractor shall perform all work pursuant to the schedule set forth in Exhibit A.

**Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as **Exhibit B** are hereby incorporated in this Contract by reference. Contractor hereby warrants that it has read and agrees to the same.

**Key Personnel:** Contractor's Key Personnel and contact information are designated on page 3 of this Contract. Other key personnel shall be provide on request. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel.

**Subcontractors:** Contractor's subcontractors for this Contract (if applicable) are listed in Exhibit A.

**Grants Provisions:** The Grants Provisions (if applicable) are attached hereto as Exhibit D and are hereby incorporated by reference in their entirety.

**CITY RESPONSIBILITIES**

**City Representative:** The City Representatives are: Josh Copley, City Manager, Jerene Watson, Deputy City Manager or Barb Goodrich, Deputy City Manager. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

## CONTRACT TERM

Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and consistent with the Schedule of Services. The term of this Contract is for an initial three (3) year term.

Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

## PAYMENT

Compensation: Contractor shall be paid for all satisfactory performance of the work, in accordance with the Price Schedule attached hereto as Exhibit D. Except as expressly otherwise provided for and itemized in the Price Schedule, payment to Contractor shall be in full compensation for all of Contractor's work, and Contractor will not be entitled to reimbursement for any additional expenses, direct or indirect costs.

Price Adjustment: If price adjustments are permitted (see Exhibit D), any price adjustment must be approved by the City in writing, pursuant to a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

## DATA AND RECORDS

City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion City's work product for the benefit of Contractor or any third parties without City's prior written consent.

Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City

copies of all City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

Insurance: Contractor shall meet insurance requirements of the City, set forth in **Exhibit C.**

MISCELLANEOUS

Notice. Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Josh Copley, City Manager  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001  
[jcopley@flagstaffaz.gov](mailto:jcopley@flagstaffaz.gov)

With a copy to:

Barb Goodrich, Deputy City manager  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001  
[bgoodrich@flagstaffaz.gov](mailto:bgoodrich@flagstaffaz.gov)

To Contractor:

Richard Travis  
Triadvocates, LLC  
2 North Central Avenue, Suite 1150  
Phoenix, Arizona 85004  
[info@triadvocates.com](mailto:info@triadvocates.com)

With a copy to:

John Kelly  
Triadvocates, LLC  
2 North Central Avenue, Suite 1150  
Phoenix, Arizona 85004  
[info@triadvocates.com](mailto:info@triadvocates.com)

Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

## **Exhibit A**

### **CITY OF FLAGSTAFF SCOPE of WORK**

#### **State Lobbying Services**

- Demonstrate knowledge of City's interests and issues.
- Work with City Manager, Mayor, Council members and staff to develop an annual state program outlining the City's priorities and interest areas to be pursued with the state legislative and executive branches.
- Provide City with educational background information relevant to City's priority interests.
- Review proposed and introduced state legislation, executive proposals, administrative rules and regulations. Advise City of any such items that are relevant to City's state program, the City's interests and/or policies.
- Review, identify and monitor state legislative, executive and regulatory policy changes.
- Develop and recommend strategies for advocating the City's position on priority issues with state legislators, officials and staff.
- Monitor state budget and appropriations process and identify and advise City of opportunities regarding the state budget and appropriations process.
- Develop white papers, briefing materials, talking points, appropriations and grant requests
- Draft and present testimony when requested.
- Attend relevant legislative committee and agency hearings.
- Act as City's liaison with members of State Legislature, their staff, agency and executive officials.
- Conduct 1:1 meetings with Mayor and Councilmembers (phone or in person) at least twice a year.
- Provide regular and timely information and updates to City Manager.
- Submit written weekly updates to City during the Legislative Session and conduct a post-Session recap for Council at a public meeting.
- Facilitate and schedule meetings for Mayor, Council members and City officials with Legislature Members, legislative staff, state officials, state agency staff and tribal staff. Prepare briefing materials and conduct briefings with City officials in preparation of these meetings.
- Meet with Flagstaff's representatives and senator to provide information and advocate City's priorities (legislative and appropriations).
- Demonstrate awareness of priority issues of areas surrounding the City and knowledge of and ability to work with potential coalitions/lobbyists in advocating the City's priorities.

- Make presentations to Mayor/Council/City Manager in Flagstaff as requested (generally, two times a year).
- Draft proposed legislation and/or amendment language as necessary; obtain sponsors for bill introduction or amendment language.

## Exhibit B

### **CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS**

#### **IN GENERAL**

**NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

**LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

**COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

**NON-EXCLUSIVE:** The City's proposed form of contract is exclusive and is included as part of this procurement process for your review. The final form of contract will be conformed to match this Solicitation prior to Contract award.

**SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

#### **MATERIALS**

**PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

**QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

**ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

**MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturers' Warranties to City upon City's acceptance of the materials.

**PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D.

shipments will not be accepted.

**TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

**NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

**DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

**SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

**LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

**CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## **PAYMENT**

**INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

**LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

**TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

**FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

**FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

**DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

**AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

**OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

## **SERVICES**

**INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

**CONTROL:** Contractor shall be responsible for the control of the work.

**WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

**SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work.

**QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

**ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

**WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If

Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

### **INSPECTION, RECORDS, ADMINISTRATION**

**RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

**RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

**PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

**CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

### **INDEMNIFICATION, INSURANCE**

**GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

**INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

**INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification provision shall survive termination or expiration of the Contract.

## **CONTRACT CHANGES**

**PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

**COMPLETE AGREEMENT:** The Contract is intended by the parties as a complete and final expression of their agreement.

**AMENDMENTS:** This Contract may be amended by written

**SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

**NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

**ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

**BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

## **EMPLOYEES AND SUBCONTRACTORS**

**SUBCONTRACTING:** Unless expressly prohibited in the Contract, Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract. Contractor is responsible for contract performance whether or not subcontractors are used.

**NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

**DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require all its personnel to abstain from use or possession of illegal drugs while engaged in performance of this Contract.

**IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

#### **DEFAULT AND TERMINATION**

**TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

**CITY REMEDIES:** In the event of Contractor’s default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

**CONTRACTOR REMEDIES:** In the event of City’s default, Contractor may pursue all remedies available at law, except as provided for herein.

**SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.

**TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

**TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials

and/or services received and accepted by City before the effective date of termination.

**TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

**PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor only for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

**CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

**CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

### **MISCELLANEOUS**

**ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

**NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.

**THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

**GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

**FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

**ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

## Exhibit C

### CITY OF FLAGSTAFF INSURANCE REQUIREMENTS

#### Insurance Representations and Requirements

1. Contractor agrees to comply with all applicable City Ordinances and state and federal laws and regulations.
2. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, the minimum insurance required by this Contract with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Contract at City's option.
3. **No Representation of Coverage Adequacy:** By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
4. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject Contract is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
5. **Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
6. **Use of Subcontractors:** Contractor shall not use subcontractors to perform work under this Contract, unless specifically authorized by the City.
7. **Evidence of Insurance:** Prior to commencing any work or services under this Contract, Contractor shall furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or

obligations of this Contract. If any of the cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

8. **Required Coverage:**

8.1 **Professional Liability:** Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

8.2 **Vehicle Liability:** Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.

Workers' Compensation Insurance: Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

8.3 **Additional Insurance Requirements:**

City, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies: a) Business Automobile Liability.

Contractor's insurance shall be primary insurance as respects performance of this Contract.

All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this contract.

**Exhibit D**

**CITY OF FLAGSTAFF  
PRICE SCHEDULE**

Annual contract fee: **\$45,000** per annum to provide state lobbying services for a monthly retainer. Reimbursable expenses to be paid by the City at cost to include mileage and meal expenses incurred by Triadvocates, LLC related to City business.

**CITY OF FLAGSTAFF  
PURCHASING DIVISION  
LOBBYING SERVICES (Federal & State)**

**SCORING TABULATION--STATE LOBBYING SERVICES**

<b>Evaluation Criterion #1-- (25 %) Experience and Qualifications of Firm</b>						
	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
Evaluator #1	75	100	75	75	No-Response	
Evaluator #2	100	100	125	125	No-Response	
Evaluator #3	63	125	125	125	No-Response	
Evaluator #4	100	100	75	75	No-Response	
Evaluator #5	85	125	100	125	No-Response	
<b>Subtotal:</b>	<b>423</b>	<b>550</b>	<b>500</b>	<b>525</b>	<b>0</b>	
<b>Criteria Ranking:</b>	4	1	3	2		

<b>Evaluation Criterion #2-- (25 %) Project Personnel Assigned to This Project</b>						
	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
Evaluator #1	75	88	75	50	No-Response	
Evaluator #2	75	125	100	125	No-Response	
Evaluator #3	50	125	113	100	No-Response	
Evaluator #4	50	125	75	125	No-Response	
Evaluator #5	75	125	75	125	No-Response	
<b>Subtotal:</b>	<b>325</b>	<b>588</b>	<b>438</b>	<b>525</b>	<b>0</b>	
<b>Criteria Ranking:</b>	4	1	3	2		

<b>Evaluation Criterion #3-- (25 %) Presented Approach</b>						
	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
Evaluator #1	75	100	75	75	No-Response	
Evaluator #2	100	125	75	100	No-Response	
Evaluator #3	125	113	100	88	No-Response	
Evaluator #4	50	100	125	75	No-Response	
Evaluator #5	80	115	105	100	No-Response	
<b>Subtotal:</b>	<b>430</b>	<b>553</b>	<b>480</b>	<b>438</b>	<b>0</b>	
<b>Criteria Ranking:</b>	4	1	2	3		

**Evaluation Criterion #4-- (10%) Proposed Fee**

	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
<i>Evaluator #1</i>	50	40	40	20	No-Response	
<i>Evaluator #2</i>	20	30	40	40	No-Response	
<i>Evaluator #3</i>	50	30	35	40	No-Response	
<i>Evaluator #4</i>	50	40	40	30	No-Response	
<i>Evaluator #5</i>	50	30	40	20	No-Response	
<b>Subtotal:</b>	<b>220</b>	<b>170</b>	<b>195</b>	<b>150</b>	<b>0</b>	
<b>Criteria Ranking:</b>	1	3	2	4		

**Evaluation Criterion #5-- (15%) Meaningful Knowledge of City of Flagstaff Issues**

	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
<i>Evaluator #1</i>	15	75	60	30	No-Response	
<i>Evaluator #2</i>	30	75	75	60	No-Response	
<i>Evaluator #3</i>	23	75	38	45	No-Response	
<i>Evaluator #4</i>	0	75	75	30	No-Response	
<i>Evaluator #5</i>	25	75	50	60	No-Response	
<b>Subtotal:</b>	<b>93</b>	<b>375</b>	<b>298</b>	<b>225</b>	<b>0</b>	
<b>Criteria Ranking:</b>	4	1	2	3		

<b>TOTAL SCORE:</b>	<b>1491</b>	<b>2236</b>	<b>1911</b>	<b>1863</b>	<b>0</b>	
<b>Criteria Ranking:</b>	<b>4</b>	<b>1</b>	<b>2</b>	<b>3</b>		

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stephanie Smith, Assistant to City Manager  
**Co-Submitter:** Rick Compau, Purchasing Director  
**Date:** 10/28/2015  
**Meeting Date:** 11/03/2015



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**TITLE:**

**Consideration and Approval of Contract:** Federal Lobbying Services (*Approve agreement with Nexxus Consulting, LLC in the amount of \$82,606 annually, plus expenses*).

**RECOMMENDED ACTION:**

Approve the Contract with Nexxus Consulting, LLC to provide federal lobbying services for the City of Flagstaff for an annual fee of \$82,606 plus applicable expenses billed at cost and authorize the City Manager to execute the necessary documents.

**Executive Summary:**

The City contracts federal lobbyist services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City's contract lobbyists are in constant communication with staff. Each year the City Council adopts priorities to provide necessary direction to staff and contract lobbyist. In addition the contracted lobbyist is responsible for ongoing communication throughout the year as well as seeking direction regarding important bills, amendments and project developments. Approval of this agreement will authorize a total monthly fee in the amount of \$6,883.83 plus applicable expenses, at cost, for federal lobbying services provided by Nexxus Consulting, LLC during the initial contract term of three (3) years, with the option for two (2) annual extensions upon mutual written agreement from both parties.

**Financial Impact:**

Funding for federal lobbying services is included in the adopted budget in account 001-09-402-1310-1-4206  
Non-departmental. The current budget for federal lobbying services is \$82,606.

**Connection to Council Goal and/or Regional Plan:**

**COUNCIL GOALS:**

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Explore and adopt policies to lower the costs associated with housing to the end user
- 5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels
- 6) Relieve traffic congestion throughout Flagstaff

- 7) Address key issues and processes related to the implementation of the Regional Plan
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Foster relationships and maintain economic development commitment to partners
- 10) Decrease the number of working poor
- 11) Ensure that we are as prepared as possible for extreme weather events

### **REGIONAL PLAN:**

Historically, many of the Council's adopted legislative priorities support some of the Regional Plan's goals and policies. Through advocacy, the City's contracted lobbyists help the deliver City services effectively and efficiently.

Goal PF.2: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics .

### **Has There Been Previous Council Decision on This:**

Previous Council decision on a contract for federal lobbying services occurred in October 2010.

### **Options and Alternatives:**

- 1) Approve the contract for federal lobbying services with Nexus Consulting, LLC, as recommended.
- 2) Recommend a contract for federal lobbying services with another proposer.
- 3) Discontinue the use of any professional lobbying services.

### **Background/History:**

The City of Flagstaff's Intergovernmental Relations Program coordinates the City's dealings with the federal, state, tribal and other local governments, and seeks to foster constructive links between the City and these entities. The program works to advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests.

The program keeps the Mayor and Council informed about intergovernmental issues and assists in representing the City's interests in these matters. The City of Flagstaff's Intergovernmental Program is part of the City Manager's Office and serves all City departments, the Flagstaff City Council and the Mayor.

The City contracts lobbying services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The City adopts state and federal legislative priorities to establish City positions on issues, policies and projects of legislative interest. The City Manager's Office coordinates with the City's contract lobbyists, League staff, and City staff to review proposed legislation and informs legislators, legislative staff and the governor's office, federal agencies and stakeholders regarding those impacts. The City's interests are also represented through the League of Arizona Cities and Towns. Advocacy is also supported by Council adoption of guiding principles and partnerships. Historically, the City's guiding principles are typically maintaining and protecting shared revenues, preserving local control and supporting adopted Council goals.

The Mayor and City Council approve a federal agenda on an annual basis, which defines the City's legislative priorities and guides the City's lobbying activities. The City's contract lobbyists are in constant communication with staff. Together, the lobbyists and staff brief the Mayor and City Council throughout the legislative session. While the adopted priorities provide necessary direction, ongoing communication is also critical throughout the session to seek direction regarding important bills, amendments and project developments.

The City's Purchasing Section conducted a Request for Proposals (RFP) and advertised the RFP on June 28, 2015. We received a total of five (5) responses, with two (2) of the proposers responding with a

proposal for state lobbying services only, one (1) proposer responding with a proposal for federal lobbying services only, and two (2) proposers responding with proposals for both state and federal. The evaluation committee was comprised of five (5) evaluators, with one (1) of the evaluators being an evaluator outside the City organization. Once the evaluation and scoring was completed for federal lobbying services and the scores were aggregated into a matrix, the evaluation committee scored Nexxus Consulting, LLC as the highest scoring and most responsible proposer, whose proposal was most responsive to the RFP and was unanimously determined to be the most advantageous to the City considering the evaluation criteria. All five (5) evaluators ranked Nexxus Consulting LLC as number 1.

### **Key Considerations:**

City Purchasing staff utilized a comprehensive Request for Proposals (RFP) process that provided for the options to award one (1) contract to one (1) lobbying firm to provide both federal and state lobbying services or the option to award two (2) separate contracts, where one (1) lobbying firm would provide federal lobbying services and another firm would provide state lobbying services.

The RFP was updated significantly in summer 2015 to reflect current needs of the City as well as to accurately reflect the scope of services. The RFP allowed for the evaluation of the following: experience and qualifications of the firm, project personnel assigned to the project, presented approach, proposed fee and meaningful knowledge of City of Flagstaff issues. This RFP allows for a fixed fee for the initial term of three (3) years, with the option to extend for two (2) additional one (1) year terms by mutual agreement by both parties.

A total of three (3) proposals were received for federal lobbying services and were evaluated and scored by a committee of five (5) members, including representation from outside the City organization. The evaluation committee scored Nexxus Consulting, LLC as the highest scoring and most responsible proposer, whose proposal was most responsive to the RFP and was unanimously determined to be the most advantageous to the City considering the evaluation criteria. All five (5) evaluators ranked Nexxus Consulting, LLC as number 1.

The City is currently in contract with Nexxus Consulting, LLC for federal lobbying services. The outcome of the competitive solicitation process reaffirms that the City is in contract with the most advantageous firm for this important service.

### **Community Benefits and Considerations:**

Community benefits of contracted lobbying services may include additional or enhanced funding resources as well as policy actions that may enhance essential services or quality of life for Flagstaff residents, businesses, public agencies and visitors.

### **Community Involvement:**

Federal lobbying services are included in the City budget and information on this service and other contract services are presented during the annual budget hearings. In addition, the City involved representation from outside the organization on the evaluation committee. Through the evaluation committee process, the recommendation incorporates consultation from City staff and community stakeholders.

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**Attachments:**     Service Contract  
                          Federal Scoring Matrix

**CONTRACT FOR  
FEDERAL LOBBYING SERVICES**  
Contract No. 2016-01

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Nexus Consulting, LLC ("Contractor").

WHEREAS, the City of Flagstaff desires to receive, and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

**SERVICES**

**Scope of Work:** Contractor shall provide the professional services generally described as follows:

**Federal Lobbying Services**

and as more specifically described in the scope of work attached hereto as **Exhibit A.**

**Schedule of Services:** Contractor shall perform all work pursuant to the schedule set forth in Exhibit A.

**Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as **Exhibit B** are hereby incorporated in this Contract by reference. Contractor hereby warrants that it has read and agrees to the same.

**Key Personnel:** Contractor's Key Personnel and contact information are designated on page 3 of this Contract. Other key personnel shall be provided on request. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel.

**Subcontractors:** Contractor's subcontractors for this Contract (if applicable) are listed in Exhibit A.

**Grants Provisions:** The Grants Provisions (if applicable) are attached hereto as Exhibit D and are hereby incorporated by reference in their entirety.

**CITY RESPONSIBILITIES**

**City Representative:** The City Representatives are: Josh Copley, City Manager, Jerene Watson, Deputy City Manager or Barb Goodrich, Deputy City Manager. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

## CONTRACT TERM

Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed, and consistent with the Schedule of Services. The term of this Contract is for an initial three (3) year term.

Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

## PAYMENT

Compensation: Contractor shall be paid for all satisfactory performance of the work, in accordance with the Price Schedule attached hereto as Exhibit D. Except as expressly otherwise provided for and itemized in the Price Schedule, payment to Contractor shall be in full compensation for all of Contractor's work, and Contractor will not be entitled to reimbursement for any additional expenses, direct or indirect costs.

Price Adjustment: If price adjustments are permitted (see Exhibit D), any price adjustment must be approved by the City in writing, pursuant to a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

## DATA AND RECORDS

City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion City's work product for the benefit of Contractor or any third parties without City's prior written consent.

Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City

copies of all City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

INSURANCE

Insurance: Contractor shall meet insurance requirements of the City, set forth in **Exhibit C.**

MISCELLANEOUS

Notice. Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Josh Copley, City Manager  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001  
[jcopley@flagstaffaz.gov](mailto:jcopley@flagstaffaz.gov)

To Contractor:

Bob Holmes, Principal  
Nexus Consulting, LLC  
499 S. Capitol Street, SW, #600  
Washington D.C., 20003  
[bholmes@nexusconsulting.com](mailto:bholmes@nexusconsulting.com)

With a copy to:

Barb Goodrich, Deputy City manager  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001  
[bgoodrich@flagstaffaz.gov](mailto:bgoodrich@flagstaffaz.gov)

With a copy to:

Brian Martyn, Partner  
Nexus Consulting, LLC  
499 S. Capitol Street, SW, #600  
Washington D.C., 20003  
[bmartyn@nexusconsulting.com](mailto:bmartyn@nexusconsulting.com)

Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

## Exhibit A

### **CITY OF FLAGSTAFF SCOPE of WORK**

#### **Federal Lobbying Services**

- Demonstrate knowledge of City's interests and issues.
- Work with City Manager, Mayor, Council members and staff to develop an annual federal program outlining the City's priorities and interest areas to be pursued with the federal legislative and executive branches.
- Provide City with educational background information relevant to City's priority interests.
- Review proposed and introduced federal legislation, executive proposals, administrative rules, and regulations. Advise City of any such items that are relevant to City's Federal program, the City's interests and/or policies.
- Review, identify and monitor federal legislative, executive and regulatory policy changes.
- Develop and recommend strategies for advocating the City's position on priority issues with federal legislators, officials and staff.
- Monitor federal budget and appropriations process and identify and advise City of opportunities regarding the federal budget and appropriations process.
- Develop white papers, briefing materials, talking points, appropriations and grant requests.
- Draft and present testimony when requested.
- Attend relevant congressional committee and agency hearings.
- Act as City's liaison with members of Congress, their staff, agency and executive officials.
- Provide regular and timely information and updates to City Manager.
- Submit written monthly update reports to City Manager.
- Conduct 1:1 meetings with Mayor and Council members (phone or in person) at least twice a year.
- Facilitate and schedule meetings for Mayor, Council members and City officials with Congressional Members, congressional staff, federal officials, federal agency staff and tribal staff. Prepare briefing materials and conduct briefings with City officials in preparation of these meetings.
- Meet with Arizona Congressional Members to provide information and advocate City's priorities (legislative and appropriations).
- Demonstrate awareness of priority issues of areas surrounding the City and knowledge of and ability to work with potential coalitions/lobbyists in advocating the City's priorities.
- Make presentations to Mayor/Council/City Manager in Flagstaff as requested (generally, twice a year).

## Exhibit B

### **CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS**

#### **IN GENERAL**

**NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.

**LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.

**COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.

**NON-EXCLUSIVE:** The City's proposed form of contract is exclusive and is included as part of this procurement process for your review. The final form of contract will be conformed to match this Solicitation prior to Contract award.

**SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

#### **MATERIALS**

**PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

**QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials, and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

**ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

**MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturers' Warranties to City upon City's acceptance of the materials.

**PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West

Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

**TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

**NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

**DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.

**SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

**LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

**CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

## **PAYMENT**

**INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were shipped or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

**LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

**TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any

other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

**FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

**FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.

**DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.

**AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.

**OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

## **SERVICES**

**INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

**CONTROL:** Contractor shall be responsible for the control of the work.

**WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

**SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work.

**QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

**ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

**WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not

fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

### **INSPECTION, RECORDS, ADMINISTRATION**

**RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

**RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

**PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

**CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

### **INDEMNIFICATION, INSURANCE**

**GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.

**INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.

**INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification provision shall survive termination or expiration of the Contract.

## **CONTRACT CHANGES**

**PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

**COMPLETE AGREEMENT:** The Contract is intended by the parties as a complete and final expression of their agreement.

**AMENDMENTS:** This Contract may be amended by written

**SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.

**NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

**ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.

**BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

## **EMPLOYEES AND SUBCONTRACTORS**

**SUBCONTRACTING:** Unless expressly prohibited in the Contract, Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall include all the terms and conditions set forth in the Contract which shall apply with equal force to the subcontract. Contractor is responsible for contract performance whether or not subcontractors are used.

**NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.

**DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require all its personnel to abstain from use or possession of illegal drugs while engaged in performance of this Contract.

**IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter “Contractor Immigration Warranty”). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

#### **DEFAULT AND TERMINATION**

**TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.

**CITY REMEDIES:** In the event of Contractor’s default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

**CONTRACTOR REMEDIES:** In the event of City’s default, Contractor may pursue all remedies available at law, except as provided for herein.

**SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.

**TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

**TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials

and/or services received and accepted by City before the effective date of termination.

**TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

**PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor only for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

**CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.

**CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

### **MISCELLANEOUS**

**ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.

**NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract, or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.

**THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

**GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

**FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

**ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

## Exhibit C

### CITY OF FLAGSTAFF INSURANCE REQUIREMENTS

#### Insurance Representations and Requirements

1. Contractor agrees to comply with all applicable City Ordinances and state and federal laws and regulations.
2. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, the minimum insurance required by this Contract with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Contract at City's option.
3. **No Representation of Coverage Adequacy:** By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect Contractor. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
4. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject Contract is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.
5. **Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
6. **Use of Subcontractors:** Contractor shall not use subcontractors to perform work under this Contract, unless specifically authorized by the City.
7. **Evidence of Insurance:** Prior to commencing any work or services under this Contract, Contractor shall furnish City with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or

obligations of this Contract. If any of the cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

8. **Required Coverage:**

8.1 **Professional Liability:** Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

8.2 **Vehicle Liability:** Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.

Workers' Compensation Insurance: Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

8.3 **Additional Insurance Requirements:**

City, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies: a) Business Automobile Liability.

Contractor's insurance shall be primary insurance as respects performance of this Contract.

All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this contract.

**Exhibit D**

**CITY OF FLAGSTAFF  
PRICE SCHEDULE**

Annual contract fee: **\$82,606** per annum to provide federal lobbying services. Reimbursable expenses would include travel to Flagstaff, any flights, hotels, rental cars, reimbursable miles (at the federal rate) and meal expenses that are directly related to City business incurred by Nexxus Consulting, LLC.

**CITY OF FLAGSTAFF  
PURCHASING DIVISION  
LOBBYING SERVICES (Federal & State)**

**SCORING TABULATION--FEDERAL LOBBYING SERVICES**

<b>Evaluation Criterion #1-- (25 %) Experience and Qualifications of Firm</b>						
	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
Evaluator #1	75	No-Response	125	No-Response	75	
Evaluator #2	100	No-Response	125	No-Response	125	
Evaluator #3	125	No-Response	125	No-Response	100	
Evaluator #4	125	No-Response	100	No-Response	75	
Evaluator #5	100	No-Response	125	No-Response	75	
<b>Subtotal:</b>	<b>525</b>	<b>0</b>	<b>600</b>	<b>0</b>	<b>450</b>	
<b>Criteria Ranking:</b>	2		1		3	

<b>Evaluation Criterion #2-- (25 %) Project Personnel Assigned to This Project</b>						
	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
Evaluator #1	75	No-Response	125	No-Response	75	
Evaluator #2	75	No-Response	125	No-Response	100	
Evaluator #3	113	No-Response	125	No-Response	88	
Evaluator #4	100	No-Response	125	No-Response	75	
Evaluator #5	75	No-Response	125	No-Response	75	
<b>Subtotal:</b>	<b>438</b>	<b>0</b>	<b>625</b>	<b>0</b>	<b>413</b>	
<b>Criteria Ranking:</b>	2		1		3	

<b>Evaluation Criterion #3-- (25 %) Presented Approach</b>						
	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
Evaluator #1	75	No-Response	100	No-Response	75	
Evaluator #2	100	No-Response	125	No-Response	75	
Evaluator #3	94	No-Response	88	No-Response	100	
Evaluator #4	125	No-Response	125	No-Response	50	
Evaluator #5	93	No-Response	105	No-Response	75	
<b>Subtotal:</b>	<b>487</b>	<b>0</b>	<b>543</b>	<b>0</b>	<b>375</b>	
<b>Criteria Ranking:</b>	2		1		3	

**Evaluation Criterion #4-- (10%) Proposed Fee**

	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
<i>Evaluator #1</i>	50	No-Response	20	No-Response	20	
<i>Evaluator #2</i>	20	No-Response	40	No-Response	20	
<i>Evaluator #3</i>	50	No-Response	25	No-Response	40	
<i>Evaluator #4</i>	50	No-Response	20	No-Response	40	
<i>Evaluator #5</i>	50	No-Response	30	No-Response	40	
<b>Subtotal:</b>	<b>220</b>	<b>0</b>	<b>135</b>	<b>0</b>	<b>160</b>	
<b>Criteria Ranking:</b>	1		3		2	

**Evaluation Criterion #5-- (15%) Meaningful Knowledge of City of Flagstaff Issues**

	<b>FOX ROTHCHILD</b>	<b>TRIADVOCATES</b>	<b>NEXXUS CONSULTING</b>	<b>AZ. CAPITAL CONNECTIONS</b>	<b>RULON &amp; WHITE</b>	
<i>Evaluator #1</i>	15	No-Response	60	No-Response	30	
<i>Evaluator #2</i>	30	No-Response	75	No-Response	15	
<i>Evaluator #3</i>	38	No-Response	75	No-Response	38	
<i>Evaluator #4</i>	30	No-Response	60	No-Response	0	
<i>Evaluator #5</i>	25	No-Response	75	No-Response	15	
<b>Subtotal:</b>	<b>138</b>	<b>0</b>	<b>345</b>	<b>0</b>	<b>98</b>	
<b>Criteria Ranking:</b>	2		1		3	

<b>TOTAL SCORE:</b>	<b>1808</b>	<b>0</b>	<b>2248</b>	<b>0</b>	<b>1496</b>	
<b>al Criteria Ranking:</b>	<b>2</b>		<b>1</b>		<b>3</b>	

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Stephanie Smith, Assistant to City Manager  
**Date:** 10/28/2015  
**Meeting Date:** 11/03/2015



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**TITLE**

**Discussion/Direction on 2016 Legislative Priorities and Communication and Engagement Strategies**

**RECOMMENDED ACTION:**

Council input on 2016 state and federal legislative priorities and input on communication and engagement strategies.

**EXECUTIVE SUMMARY:**

The City of Flagstaff's Intergovernmental Relations Program coordinates the City's dealings with the federal, state, tribal and other local governments, and seeks to foster constructive links between the City and these entities. The program works to advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests. Each year the City adopts state and federal legislative priorities to establish City positions on issues, policies and projects of legislative interest. Council also adopts guiding principles annually. Staff receives direction for advocacy through the Council's adopted priorities, its guiding principles and stakeholders.

The purpose of the discussion item is to review the City's 2015 legislative priorities, review the status of the City's previously proposed resolutions to the Arizona League of Cities and Towns, and receive input from Council on proposed 2016 state and federal legislative priorities. In addition, staff will receive input from Council on communication and engagement strategies.

**INFORMATION:**

**COUNCIL GOALS:**

- 1) Invest in our employees and implement retention and attraction strategies
- 2) Ensure Flagstaff has a long-term water supply for current and future needs
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 4) Explore and adopt policies to lower the costs associated with housing to the end user
- 5) Develop and implement guiding principles that address public safety service levels through appropriate staffing levels
- 6) Relieve traffic congestion throughout Flagstaff
- 7) Address key issues and processes related to the implementation of the Regional Plan
- 8) Improve effectiveness of notification, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments
- 9) Foster relationships and maintain economic development commitment to partners
- 10) Decrease the number of working poor
- 11) Ensure that we are as prepared as possible for extreme weather events

## **REGIONAL PLAN:**

Historically, many of the Council's adopted legislative priorities support some of the Regional Plan's goals and policies. Through advocacy, the City's contracted lobbyists help to deliver City services effectively and efficiently.

Goal PF.2: Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

## **BACKGROUND/HISTORY**

The Intergovernmental Relations Program keeps the Mayor and Council informed about intergovernmental, including legislative, issues and assists in representing the City's interests in these matters. This Program is part of the City Manager's Office and serves all City departments, the Flagstaff City Council and the Mayor. Key areas include: legislative priorities development, legislation monitoring, advocacy and research/information gathering.

The City contracts lobbyist services to advocate and monitor specific legislation impacting to the City's interest and established priorities. The Intergovernmental Relations Program coordinates with the City's contract lobbyists, League staff, and City staff to review proposed legislation and works to inform legislators, legislative staff, the governor's office, federal agencies and stakeholders regarding those impacts. The City's interests are also represented through the League of Arizona Cities and Towns. Advocacy is also supported by Council adoption of guiding principles and partnerships. Historically, the City's guiding principles are typically tied to the Council's adopted goals, maintaining and protecting shared revenues, and preserving local control.

## **KEY CONSIDERATIONS**

### *2015 State Legislative Priorities – Summary*

The City's adopted priorities for the past year included the protection of state shared revenues to municipalities, including the restoration of the Highway User Revenue Fund. Also of priority interest was the support for efforts related to pension reform, investment in local forest health, flexible financing authority for investments in energy efficiency improvements to commercial properties, and procurement changes allowing sales tax to be inclusive of bid pricing. Restoration of the Housing Trust Fund and ongoing support for economic development tools were also Council priorities during the 2015 Legislative Session.

### *2015 Federal Legislative Priorities – Summary*

The City's adopted federal priorities for the past year include advocacy for the City's Rio de Flag Flood Control Project and investments in forest health. Also of priority interest is support for public safety personnel through the use of body cameras, support for the Flagstaff Airport maintenance and operations, relief from a reversionary clause on property previously owned by the City and ongoing investments to the City's regional transportation priority projects.

### *Proposed Communication and Engagement Approach*

The City's contract lobbyists are in constant communication with staff. Together, the lobbyists and staff brief the Mayor and City Council throughout the legislative session. While the adopted priorities provide necessary direction, ongoing communication is also critical throughout the session to seek direction regarding important bills, amendments and developments. The following is a proposed approach to communicate with Council on the City's legislative priorities. Staff will adapt its approach for engaging and communicating with Council; therefore, it will be important for Council to provide input on the effectiveness of the proposed strategies.

- **Frequent communication and project engagement with contract lobbyists** – staff will be in touch with contract lobbyists throughout the week to discuss developments at the State Legislature and in Washington. In addition, contract lobbyists will participate in recurring project team meetings on critical projects, including but not limited to Rio de Flag Flood Control Project, Red

Gap Ranch Pipeline ROW and Veteran Facility project.

- **Updates at public meetings** – Staff and contract lobbyists will present, at minimum, two (2) legislative updates to Mayor and City Council prior to and following the State Legislative Session. In addition, the City’s contracted federal lobbyists will meet with Councilmembers twice a year to provide updates on advancing the City’s federal legislative priorities. When the State Legislature is in session, staff and the City’s contract lobbyist will be available to provide up to date information at Council Meetings, on an as requested basis.
- **Meeting facilitation** – Working with stakeholders and contracted lobbyists, staff will schedule and facilitate meetings for Mayor, Councilmembers and City officials with members of the City’s delegation, legislative staff, agency officials and tribal representatives.
- **Written updates** – Contracted lobbyists (state and federal) will provide written monthly reports on critical updates related to the City’s adopted priorities. During the state legislative session, staff will facilitate Mayor and Council receiving the League’s weekly legislative bulletins well as a link to all updates summarizing the new bills and new laws. During the session, staff and the contracted state lobbyist will also provide written updates to Council on any critical progress achieved on the City’s adopted state priorities and significant projects.
- **Annual meetings** – staff and contract lobbyists will coordinate annual briefing meetings with state and federal delegation. The purpose of the meetings is for Council to present the City’s legislative priorities. Staff will also coordinate annual meetings with stakeholders of partnering Tribal Nations.

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**Attachments:**     [2015 Legislative Priorities](#)  
                              [League Resolution Process and Priorities](#)  
                              [Previous CCR on Proposed Resolutions](#)

# CITY OF FLAGSTAFF

## 2015 LEGISLATIVE AGENDA

The City of Flagstaff Intergovernmental Affairs Program addresses legislative initiatives at the county, state, and federal levels which follow annual legislative calendars. The program mission is to develop and advocate for the Flagstaff community by fostering and maintaining relationships with individuals and entities that affect the City's interests. As a member of the League of Arizona Cities and Towns, the City of Flagstaff has helped develop and sign on to League Resolutions. Council adoption of the League resolutions, our identified priorities and guiding principles are incorporated as part of our legislative agenda.

The Guiding Principles of the League and our own Guiding Principles below strengthen local government, promote City goals and defend the City against legislative actions by the State or Federal governments that weaken our authority or take away traditional revenue sources.

### *GUIDING PRINCIPLES*

- **Local Control:** Protect local revenues and local authority, which reflect core principles for local government. Flagstaff believes local government best represents local communities in the areas of regulatory, finance, and administrative decision-making. This representation requires opposing any unfunded mandates at the federal and the state levels. Partnerships to develop positive relations are essential for success. This can be accomplished informally and formally by agency and also through participation in joint meetings with the County as well as The Alliance for the 21st Century whose membership includes Coconino Community College (CCC), Coconino County, the Flagstaff Unified School District (FUSD), and Northern Arizona University (NAU). Periodic meetings with Hopi and Navajo tribes are also beneficial for partnership on matters of mutual concern as well as membership in Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) to be involved in planning of our regional transportation and the Northern Arizona Council of Governments (NACOG).
- **Council Goals:** Advancing or defending goals of the City Council and adopted legislative priorities in effect during the 2015 legislative session does not require additional council action.

### *STATE - LEGISLATURE*

- **STATE SHARED REVENUES:** Protect state shared revenue to municipalities as a revenue percentage and a revenue source.
- **HURF FUNDING LEVELS INCREASE:** Full lobbying support in coordination with the League Resolution to restore HURF (Highway User Revenue Funds) dollars

and actions that restore 2008 levels of funding as well as allocate new dollars to transportation.

- **PENSION REFORM:** In coordination with the League of AZ Cities and Towns, support efforts relating to pension reforms which obtain greater flexibility to manage pension plans affecting municipal employees. This includes obtaining more control of determining part-time classification.
- **ENERGY DISTRICTS:** Seek enabling legislation for ‘sustainable Energy Districts’ that provides flexible financing authority for commercial entities via finance mechanisms for upfront investment capital in energy efficiency improvements to properties.
- **FOREST HEALTH:** Support any state efforts designed to reduce forest fire dangers in the region, encouraging state investment opportunities or matching funds to treat areas in and around cities.
- **PROCUREMENT LAW CHANGE:** Allowing the sales tax to be paid as part of the total bid price when considering the “lowest, responsible bidder”
- **RESTORATION OF THE HOUSING TRUST FUND:** Remove the \$2.5m cap and allow the State’s Housing Trust Fund to be fully funded through unclaimed property proceeds received by the State annually.
- **SUPPORT ECONOMIC DEVELOPMENT TOOLS:** May include legislation that supports manufacturing in rural areas of the state or support for efforts to encourage more use of the state by the film industry.

### *STATE - GOVERNOR*

- **WATER:** Secure easement rights for required water transmission line located within Interstate 40 right-of-way or other Council-approved route.
- **VETERANS AFFAIRS:** Seek funding in the Governor’s Budget for the establishment of a VA Home in Flagstaff as financial support needed from the State as matching funds to the federal allocation for the home.

### *FEDERAL*

- **PUBLIC SAFETY:** Support President’s \$263m. pledge to equip all police officers with body cameras
- **RIO DE FLAG FLOOD CONTROL PROJECT:** Complete the Limited Re-evaluation Report and obtain necessary approvals from the Assistant Secretary of the Army so as to be included in any USACE work plan or report to Congress as an authorized project.
- **FOREST HEALTH:** Leverage voter approved FWPP (Flagstaff Watershed Protection Project) bonds for forest restoration with federal dollars to maximize acreage to be treated and ensure that resources and funding continue to flow to important regional projects such as the federal pilot program known as 4FRI (Four Forest Restoration Initiative) and NAU’s ERI (Ecological Restoration Institute).
- **FAA (Airport):**
  - Resurface & Restripe Runway which has aged excessively; continue funding request of \$3.3m

- Construct non-revenue, multi-level parking structure to increase passenger parking capacity at the airport terminal; funding request FY 2016 \$4m and FY 2017 \$4m for a total estimated project cost of \$8m.
- Purchase 167.89 acres of Airport land, which contains Runway Protection Zone, Avigation Easement, Lake Mary Park land and the Water Treatment Plant; funding request FY 2018 in the amount of \$6.7m.
- RAILROAD REVERSIONARY CLAUSE: Seek relief from the Federal Government reversionary clause on property sold to the City by BNSF (Burlington Northern Santa Fe) Railroad.
- TRANSPORTATION – Secure authorization and fiscal resources for the Regional Transportation Plan priorities including Lone Tree Interchange and the 4th Street Bridge over I-40, along with widening of Highway 180.

***Further Collaboration***

Support regional, state and federal partnerships that may advance applicable legislation in support of the City of Flagstaff.

<b>Regional</b>	<b>Statewide</b>	<b>National</b>
Coconino County	League of Arizona Cities and Towns	National League of Cities and Towns
Flagstaff Unified School District	Coconino Community College	Conference of Mayors
Northern Arizona Council of Governments (NACOG)	Northern Arizona University	US Forest Service
Northern Arizona Intergovernmental Pubic Transportation Authority (NAIPTA)	AZ Game and Fish	US Parks Service
Northern Arizona Municipal Water Users Association (NAMWUA)	Arizona State Land Department	Hopi Tribal Nation
Greater Flagstaff Forest Partnership	Greater Arizona Mayors' Association (GAMA)	Additional State Agencies
Chamber of Commerce		Additional Federal Agencies

# League Resolutions

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## Process

Each year, members of the League of Arizona Cities and Towns may recommend items for the League's legislative program by submitting a formal resolution. Those resolutions are reviewed in the summer by the Resolutions Subcommittee and are then advanced to the Resolutions Committee for a formal recommendation. The Resolutions Committee meets each year during the League's Annual Conference. The resolutions that are passed by the committee are then formally adopted at the League's Annual Business Meeting, also held during the Annual Conference. The adopted resolutions then become that year's Municipal Policy Statement.

## 2016 Adopted League Resolutions

- Create renewable energy and conservation financing districts for commercial properties.
- Allow cities and towns to invest in infrastructure and other improvements in a designated area. Pay for investments via the increased property tax revenue generated new development.
- Conduct thorough reform of the PSPRS System as provided by the League's PSPRS Task Force.
- Allow cities and towns to place reasonable balances on public record requests that are overbroad or abusive and on the frequency on requests.
- Develop and pass legislation to make the requirements for annexation a more simple and flexible process.
- Provide relief from the proportional width and length requirements of current annexation statute.
- Explore methods to finance the operation and maintenance of retention and detention basins, including authorizing retention and detention basin improvement districts.
- Partner with cities and towns for the operation and maintenance of Arizona State Parks under long term leases.
- Restore the Arizona Housing Trust Fund.
- Restore the Arizona State Park Heritage Funds.
- Expand state licensure requirements and local enforcement authority for sober living homes.
- Urge the Federal Aviation Administration (FAA) to improve its communication with municipalities when studying changes to potential flight paths. Urge Congress to amend key portions of the FAA Modernization and Reform Act of 2012 that would help achieve the aforementioned request.
- Urges the Legislature to stop future sweeps of Highway User Revenue Funds (HURF) allocated to Arizona cities and towns, and to restore HURF funding to FY2008 levels.
- Support the inclusion of funding to accelerate design and construction of State Route 189 in ADOT's Five-Year Transportation Facilities Construction Program.

## CITY COUNCIL REPORT

DATE: June 24, 2015

TO: Mayor and Councilmembers

FROM: Jerene Watson, Deputy City Manager

CC: Jeff Meilbeck, Josh Copley, Leadership Team, Sarah Darr, Rebecca Sayers, Mike Scheu, Richard Travis, Triadvocates, Nicole Woodman

SUBJECT: RECOMMENDATIONS ON THE CITY'S PROPOSED RESOLUTIONS TO THE LEAGUE OF ARIZONA CITIES & TOWNS RESOLUTIONS POLICY COMMITTEES

This report provides you with a brief overview of the discussion and recommendation by three League Policy Committees which were assigned the City's five proposed resolutions (see attached) for consideration. All five of our Resolutions have some action moving them forward in some way. The (1) Pension Reform, (2) Energy Districts and the (3) Housing Trust Fund Restoration will appear as Resolutions on the agenda for the August Resolutions meeting held the Tuesday afternoon of the state League conference. Other options were recommended as the next steps to accomplish the outcomes desired on our other three Resolutions before introducing or supporting any legislative efforts.

### DISCUSSION

#### **JUNE 5**

**GENERAL ADMINISTRATION, HUMAN RESOURCES, AND ELECTIONS POLICY COMMITTEE (GAHRE)** convened at League offices, with Mayor Nabours as a Committee member attending via phone, and Jerene Watson in attendance to present the resolutions before the Committee. The Committee considered 14 resolutions that had been submitted by seven cities on five topics: **(1) PSPRS**, **(2) Public Notices & Records Requests**, **(3) Local Control/Charter Authority**, **(4) Annexation**, and three **(5) Miscellaneous items** (retention basin improvement districts; definition of a supermajority; requirements of a valid legal protest relating to rezoning). Two of our Resolutions were discussed in this Committee and a summary of those two items follows.

**COF Resolution #1. Public Safety Pension Reform:** was brought forward by the League staff, Yuma, Flagstaff and Prescott. League staff had convened a task force about a year ago and they have now developed Preliminary Recommendations (aka The Yardstick), per the attached. It has all the League resolutions imbedded in it, serving small and large cities. The Task Force has met with all the stakeholders, and the next step is to get a legislator to move this forward, understanding discussions continue with the Fire service proposing a competing plan that focuses on numbers and percentages (which the task force says will not get us out of the hole). Education will be key. The plan in a nutshell proposes:

- a. Moves the plan from Defined Contribution to Defined Benefit

- b. Applies only to new employees and leaves current employees in existing system
- c. Would take effect July 1, 2016
- d. Pools assets and liabilities with one uniform employee contribution rate and one employer rate at a 50/50 split (mirrors current ASRS) with an option for those firefighters who do not pay into/ineligible for Social Security)
- e. Consolidates administration into one single entity rather than several hundred with one independent disability committee of experts

MOTION: Moved unanimously to use the League Task Force resolution language

**COF Resolution #2. Local Control/Charter Authority:** the Committee chair reminded participants that the Local Control issue is a Guiding Principle in the League's Policy statement each year. After discussion, questions and answers from Yuma and Flagstaff who both proposed resolutions in this area, it was determined that:

- a. there will be follow-on discussions to determine if there are ways we can discuss strategies that might be more effective in our annual fight to maintain the rights of cities. Tom Belshe to follow-up with Flagstaff (I will work with Meg Roederer and coordinate with Tom to set up a conference call in July with interested Councilmembers).
- b. potential item for discussion at the League Resolutions meeting at the annual conference in August.

MOTION: Moved unanimously to make the principle of local control a stronger statement in the Guiding Principles.

## JUNE 10

### **BUDGET, FINANCE AND ECONOMIC DEVELOPMENT (BFED) POLICY COMMITTEE**

convened at the League and Jerene Watson and staff participated by phone to present two more Flagstaff resolutions. The Committee reviewed six Resolutions: **(1) Energy & Conservation Financing Districts;** **(2) Changes to state statute for Professions & Occupations, relaxing Arizona Registrant requirements on small projects;** (3) Tax credits to equalize the maximum tax credit allowed to qualified charitable organizations, private and public schools; (4) Economic Development Reimbursement Authority by allowing municipalities to invest in infrastructure and improvements and repay through the increased property tax revenue of the improvements; (5) Leveling of inequity of state-shared revenue distributions to municipalities through a point-of-origin formula rather than population based; (6) Enabling legislation for enhanced revenue authority and options allowing voters of cities to reset or increase primary property tax with dedicated primary levy (e.g. roads, public safety, etc.).

**COF Resolution #3. Energy & Conservation Financing Districts:** Jerene presented the City's resolution which was followed by some questions and answers that Jerene and Rebecca Sayers fielded. Phoenix commented that reach out to ATRA (Arizona Tax Research Assn.) was essential to get their blessing for any success with such legislation. Tucson committed to continue working with their consultant and other interested cities (Bullhead City, Flagstaff, Payson, Phoenix and Clarkdale) as they did in this last legislative session to move away from a district concept and said they would work with Flagstaff and get bankers involved with the consultant. The Committee encouraged seeking a mechanism that accomplishes the desired outcome through a non-legislative approach and join Tucson's efforts (e.g., using the PACE program approach-- Property Assessed Clean Energy) considering a legislative effort may not be viable. The Committee also noted that the Legislature has been resistant to creating additional special districts, but if the resolution

is broad enough, the League can continue to work on finding the appropriate legislative “mechanism.”

MOTION: The committee voted unanimously to move this issue forward as a Resolution with the understanding it remains broad as the details continue to be developed.

**COF Resolution #4. State Statute Technical Amendment on Ch. 32-144 (Professions & Occupations):** The Committee carried on an extended conversation with Mike Scheu who presented this resolution. Based on some concerns of the Committee, he agreed that it would be acceptable to add language on structural soundness to cover roofs.

MOTION: The Committee voted unanimously to identify this as a “Significant Municipal Issue” and tasked the League staff to work with AIA (architects’ association in Phoenix) and bring together stakeholders to discuss this pre-Session in an effort to find common language they could support.

## **JUNE 24**

### **NEIGHBORHOODS, SUSTAINABILITY AND QUALITY OF LIFE POLICY COMMITTEE**

The Committee was convened at the League offices, with Committee member Michelle D’Andrea, Deputy Housing Director Sarah Darr and Jerene Watson attending via phone. Five proposals were considered: (1) Permissive legislation that allows towns in specific circumstances to bill property owners for utilities; (2) AZ State Parks under long-term leases to partner on operation and maintenance; (3) **Restoration of AZ Housing Trust Fund**; (4) Reauthorization and funding of the AZ State Park Heritage Fund; (5) Expansion of State Licensure Requirements and Local Enforcement Authority for Sober Living Housing

### **COF Resolution #5. RESTORATION OF THE ARIZONA HOUSING TRUST FUND:**

Jerene and Sarah presented the Council request for restoration and the need behind the proposed resolution, the longstanding source of state assistance to affordable housing and also how it is used to meet numerous needs as well as leverages federal funds, especially for rural Arizona. Debate among committee members followed about the risk of taking hits to other areas of funding cities like State Shared Revenues and the apportionment of the Dept. of Revenue charges to cities, etc. if we ask for this. There was discussed whether the full Resolutions Committee will want this to be one of the top five priorities. Committee member and Sedona Mayor Moriarity was very passionate in stating the importance of moving this forward and having the discussion at the League conference rather than side watering this with meetings with state agencies, the Governor’s office or AZ Housing Alliance, who is making this part of their state agenda. The Alliance is seeking endorsements for their platform from non-profits and municipalities. Chair Lopez from Coolidge also spoke to the importance of such funding to rural Arizona.

MOTION: Unanimous to move the Restoration of the Housing Trust Fund forward to the full Resolutions committee at the August meeting.

### **RECOMMENDATION / CONCLUSION**

This report is for information only.

NO.	2016 PROPOSED LEAGUE OF CITIES & TOWNS RESOLUTION SUMMARIES	COUNCIL & STAFF COMMENT
1	<p><b>PUBLIC SAFETY PENSION REFORM:</b> Adopt further improvements to Arizona's public safety retirement system that will promote affordability for taxpayers while providing for the benefit promised to workers. These improvements should include a plan to effectively deal with the problem of unfunded liability, bringing a balance within a reasonable period of time while ensuring that Arizona remains competitive in its ability to recruit and retain talented public safety employees.</p>	<p>The disparate fiscal impact on each of the municipalities varies widely and creates challenges in budgeting and planning for the future. The current unfunded liability and increasing contribution rates for the public employee retirement systems are not financially sustainable and create a heavy burden on local governments to continue to fund pensions.</p>
2	<p><b>RESTORE ARIZONA HOUSING TRUST FUND.</b> Created in 1988 as a flexible funding source to assist low-income households in Arizona, it was funded from the sale of unclaimed property, such as stocks or savings accounts abandoned by the owner, often due to a death without a will. Prior years the Fund received over \$30m annually but capped in 2010 at \$2.5m.</p>	<p>Municipalities and non-profits are eligible to apply to receive an allocation of the Housing Trust Fund to further housing objectives within their communities. Restoration of funding to the Trust Fund will enable a greater number of grant applications to be funded as well as other funding leveraged.</p>
3	<p><b>ENERGY &amp; CONSERVATION FINANCING DISTRICTS</b> Request and encourage the Arizona State Legislature to establish a mechanism enabling local government to establish renewable energy and conservation financing districts for commercial properties.</p>	<p>In addition, encourage the Arizona State Legislature to identify and define energy efficiency, renewable energy and water conservation as a public benefit that enhances the public good and promotes the health, safety, prosperity, security, and general welfare of the community. (Note: this evolved into the term that Tucson used: Property Assessed Clean Energy (PACE))</p>
4	<p><b>Change ARS 32-144, Professions &amp; Occupations,</b> registration requirement where a commercial tenant improvement project of less than \$10,000 would not require an Arizona Registrant to design and stamp the project.</p>	<p>Permits a non-registrant to design changes in a commercial tenant improvement without the cost of having the Registrant Design and Stamp, saving on average \$2500 for the citizen. Current statute requires any modification to a building or part of a building that is 3000 Sq. Ft. or larger requires an Arizona Registrant to design the change. Even if the remodel involves only the building of one or two walls that are non-bearing which may cost a total of \$1200, with the architect fees, the cost could go up to a minimum \$2800 dollars or more. That is if the registrant will even take on the job. Many times the person cannot find a registrant to take the time for such a small job.</p>
5	<p><b>STRENGTHEN EFFORTS OF CITIES AND TOWNS TO RETAIN LOCAL CONTROL.</b> Rights of municipalities to self-determine local legislation that reflects the desires of our community residents has been diminished notably in recent years. The efforts of cities and towns to sustain or improve quality of life and enact ordinances which embody the values of communities is increasingly eroding. The effectiveness of individual city efforts along with those of the League of AZ Cities and Towns in maintaining the rights and balance of decision-making at the local level needs to be strengthened. Strategies need to be discussed collectively to coalesce more unification of cities to fight for decision making to be retained at the local level. This year cities saw the Legislature and the Governor overreach and not respect the authority of cities in passing SB 1241, the law which will preclude citizens within any city from banning plastic bags.</p>	<p>Council discussion: Wants to strengthen efforts with new approaches to protect local control more than what is currently in the League's Guiding Principles.  Would like the League to work towards repeal of the strike everything bill on Plastic Bans  <b>Note: LEAGUE OF AZ CITIES &amp; TOWNS Core Principle:</b> <i>Decentralized government at the local level represents a fundamental principles of American democracy, recognizing that when it comes to community governance, one size does not fit all.</i>  <i>The League calls upon the Legislature to respect the authority of cities and towns to govern their communities in the best interests of their residents. The League will endorse legislation that supports and sustains the principle of local control and reject legislation that conflicts with the autonomy of cities and towns.</i></p>

# The Yardstick

Preliminary Recommendations: May 15, 2015

Prepared by the League's Pension Task Force

## 1. DEFINED BENEFIT PLAN

- The pension benefit is predetermined by a formula based on employee compensation, age, and tenure of service

## 2. FREE FROM LEGAL CHALLENGE

- All current employees and all current retirees remain in the existing system

## 3. NEW STATEWIDE SYSTEM

- For employees hired after July 1, 2016

## 4. PLAN ELEMENTS OF THE NEW STATEWIDE SYSTEM

- **Pooled Assets and Liabilities.** Shares risk across the broadest base
- **Fully Funded.** Assets at least equal liabilities (at least 100%) over an economic cycle
- **Equal Cost Sharing.** Equal employer and employee contribution rates
- **Funding New Benefits or Benefit Increases.** Funded as a system component and only if the system is determined to be fully funded before and after the change
- **Pension Increases.** To maintain purchasing power
- **In-Lieu of Social Security Program.** Mandatory participation in an employer-matched Defined Contribution plan for those members not in Social Security

## 5. GOVERNANCE STRUCTURE

- **System Design.** Structure which encourages sustainable outcomes
- **Funding Policy.** Identifies financial objectives to ensure equity and sustainability
- **Investment Policy.** Identifies beliefs and objectives regarding asset allocation
- **Board of Trustees.** Independent, qualified experts with fiduciary responsibility of ensuring compliance with Plan Elements
- **Administration.** Consolidated and one independent disability committee of qualified experts

**CITY OF FLAGSTAFF**  
**STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Meg Roederer, Executive Assistant to Mayor and Council  
**Date:** 10/28/2015  
**Meeting Date:** 11/03/2015



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**TITLE:**

**Discussion and Direction of Council Travel Policy and Use of Travel Funds**

**RECOMMENDED ACTION:**

Provide information to the Council for discussion and staff direction regarding the council travel policy and use of travel funds.

**Executive Summary:**

The information provided in this staff report is in response to a Future Agenda Item Request (F.A.I.R.) from the September 15, 2015 City Council Meeting Item 17B. *Future Agenda Item Request (F.A.I.R.): A request by Councilmember Putzova to place on a future agenda a discussion of the Council Travel Policy and Use of Travel Funds.* The Council unanimously agreed to add the item to a future agenda in order to provide clarity, transparency and avoid ad-hoc decision-making. The council specifically requested to establish a Council Travel Policy that outlines the following:

1. How funds are used?
2. What happens to unused funds?
3. What accountability procedures should apply?

Background: The City Council currently follows the Employee City Travel Policy with the exception of the Travel Request Form. Travel fund exceptions are referred to the City Manager for approval. Travel funds have been used for other items such as subscriptions, memberships and meeting tickets. Detailed spreadsheets are maintained by the Executive Assistant to the Mayor and Council and travel budget updates are provided to the council periodically. Travel funds may be shared amongst the council as long as it does not exceed the overall budget.

**Response:**

1) How funds are used? Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official City of Flagstaff business. Such costs may be charged on an actual basis, a per diem basis, or mileage basis dependent on the type of travel incurred and in accordance with the City of Flagstaff's travel policy.

- Refer to the City Travel Policy located on City of Flagstaff website:
- [http://www.flagstaff.az.gov/Search/Results?searchPhrase=travel\\_policy&page=1&perPage=10](http://www.flagstaff.az.gov/Search/Results?searchPhrase=travel_policy&page=1&perPage=10)
- The City Travel Policy is also located on the Employee Internal City Net webpage

2) What happens to unused funds? The City of Flagstaff does not carryforward operational line items between fiscal years. The City practice is to only carryforward unspent funds between fiscal years for

capital projects, operating capital and major contracts funded with one-time money. During the fiscal year, sections are able to re-allocate their line item budgeted amounts for contractual and commodities to other contractual and commodity line items. This reallocation of operational funds does not take Budget Team approval as long as a section ends the fiscal year within budget. However, if a section underspends their budgeted amount, those 'leftover' dollars are accumulated and used as the one-time funding in future budget years. A section does not get to keep any under-expenditure in their budget, it is re-purposed within the Fund as a whole. For example, if the Finance Section has a \$500,000 budget and their year-end expense is \$480,000; the \$20,000 difference will be accumulated as one-time funds and reallocated in a future budget somewhere in the General Fund, but would not be specific to Finance.

The guiding policy document is the 2016 Annual Budget and Financial Plan located on the City of Flagstaff website at <http://www.flagstaff.az.gov/index.aspx?nid=3259>

### 3) What accountability procedures should apply?

- The existing Travel Policy identifies the accountability process.
- All travel expenses are submitted to Finance within 30 days using a travel reconciliation form that identifies the expenses as well as authorized and approved signatures with the travel receipts.
- Elected officials follow the same accountability process as employees with the exception of a Travel Request Form.
- If an elected official has a request to use travel funds that may be considered an exception. The practice has been to email the City Manager with the request. The request is then reviewed and discussed with the appropriate staff and rules and regulations reviewed for approval or denial.

### **Financial Impact:**

Council approved an annual travel budget of \$19,043.99 in FY14, FY15 and FY16. The budget is administratively divided equally amongst the councilmembers at \$2,720.57. The budget line item is travel, lodging and meals with account number 001-09-401-1300-1-4261. The total budget of the line item is \$30,710 but 38% is allocated as a payroll stipend reducing the travel budget amount to \$19,043.99.

### **Connection to Council Goal and/or Regional Plan:**

#### **COUNCIL GOALS:**

Not Applicable

### **Previous Council Decision on This:**

No

### **Options and Alternatives:**

- Keep existing Council travel process "as-is" with no changes and continue to use Employee City Travel Policy.
- Edit Employee City Travel Policy to include elected officials.
- Develop Council Travel Policy.
- Budget for council line items regarding subscriptions, tickets, memberships, etc.

### **Community Involvement:**

Inform

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**Attachments:**     [PowerPoint CouncilTravel](#)

Travel Policy

FY14 Council Travel Update

FY15 Council Travel Update

FY16 Council Travel Update

Travel Reconciliation Form



# Discussion and Direction

Council Travel Policy and Use of Travel Funds

November 3, 2015



# Executive Summary

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- The Council unanimously agreed to add the item to a future agenda in order to provide clarity, transparency and avoid ad-hoc decision-making.
- The council specifically requested to establish a Council Travel Policy that outlines the following:



## Executive Summary Cont...

- The council specifically requested to establish a Council Travel Policy that outlines the following:
  - 1. How funds are used?
  - 2. What happens to unused funds?
  - 3. What accountability procedures should apply?



# Background

- The City Council currently follows the Employee City Travel Policy with the exception of the Travel Request Form.
- Travel fund exceptions are referred to the City Manager for approval.
- Travel funds have been used for other items such as subscriptions, memberships and meeting tickets.
- Detailed spreadsheets are maintained by the Executive Assistant to the Mayor and Council and travel budget updates are provided to the council periodically.
- Travel funds may be shared amongst the council as long as it does not exceed the overall budget.



# I) How funds are used?

- Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official City of Flagstaff business.
- Such costs may be charged on an actual basis, a per diem basis, or mileage basis dependent on the type of travel incurred and in accordance with the City of Flagstaff's travel policy.
- Refer to the City Travel Policy located on City of Flagstaff website:
  - [http://www.flagstaff.az.gov/Search/Results?searchPhrase=travel policy&page=1&perPage=10](http://www.flagstaff.az.gov/Search/Results?searchPhrase=travel%20policy&page=1&perPage=10)
  - The City Travel Policy is also located on the Employee Internal City Net webpage



## 2) What happens to unused funds?

- The City of Flagstaff does not carryforward operational line items between fiscal years.
- The City practice is to only carryforward unspent funds between fiscal years for capital projects, operating capital and major contracts funded with one-time money.
- During the fiscal year, sections are able to re-allocate their line item budgeted amounts for contractual and commodities to other contractual and commodity line items. This reallocation of operational funds does not take Budget Team approval as long as a section ends the fiscal year within budget.
- However, if a section underspends their budgeted amount, those 'leftover' dollars are accumulated and used as the one-time funding in future budget years. A section does not get to keep any under-expenditure in their budget, it is re-purposed within the Fund as a whole.
  - For example, if the Finance Section has a \$500,000 budget and their year-end expense is \$480,000; the \$20,000 difference will be accumulated as one-time funds and reallocated in a future budget somewhere in the General Fund, but would not be specific to Finance.
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- If an elected official has a request to use travel funds that may be considered an exception. The practice has been to email the City Manager with the request. The request is then reviewed and discussed with the appropriate staff and rules and regulations reviewed for approval or denial.



# Financial Impact:

- Council approved an annual travel budget of \$19,043.99 in FY14, FY15 and FY16.
- The budget is administratively divided equally amongst the councilmembers at \$2,720.57.
- The budget line item is travel, lodging and meals with account number 001-09-401-1300-1-4261.
- The total line item budget is \$30,710 but 38% is allocated as a payroll stipend reducing the travel budget amount to \$19,043.99.



# **COUNCIL GOALS:**

- Not Applicable



## **Previous Council Decision on This:**

- No



# Options and Alternatives:

- Keep existing Council travel process “as-is” with no changes and continue to use the Employee City Travel Policy.
- Edit Employee City Travel Policy to include elected officials.
- Develop Council Travel Policy.
- Budget for council line items regarding subscriptions, tickets, memberships, etc.

**CITY OF FLAGSTAFF  
TRAVEL POLICY  
Effective 5/1/07**

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**15.010 Introduction**

The City of Flagstaff travel policy is intended to be in full compliance with all Internal Revenue Service (IRS) guidelines regarding travel. It is the City's intent to avoid tax liability for the City and the employee for any travel related reimbursements.

The City of Flagstaff's policy is to reimburse employees for necessary and reasonable travel expenses incurred for authorized and approved City business. The employees should be comfortable while traveling, understand all travel policies, and obtain reimbursement quickly.

This policy is intended to:

- Ensure compliance with state and federal regulations.
- Ensure fairness for both the traveler and the City of Flagstaff.
- Establish guidelines for approval, control and accounting for employees.

An employee on City of Flagstaff business has the responsibility to act prudently and to only incur travel expenses, which are necessary, reasonable, and an appropriate use of public funds.

**15.020 General Travel**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official City of Flagstaff business. Such costs may be charged on an actual basis, a per diem basis, or mileage basis dependent on the type of travel incurred and in accordance with the City of Flagstaff's travel policy.

**15.030 Travel Authorization**

**Employee Responsibility**

1. Employees must fill out a Travel Request Form prior to their intended travel. Their Department Head or Division Head must authorize all travel.
2. When a change of the original travel request becomes necessary, and the employee received an advance, the individual must give notification to his/her supervisor or

- department head and a copy of the changed Travel Authorization form (clearly marked as a correction) must be forwarded to Finance.
3. When there is more than one employee traveling on the same trip, employees can combine their request on the Travel Request Form. Separate reimbursement requests will need to be filed.

### ***Division/Department Head Responsibility***

When the Division/Department Head grants travel authority to an employee, he/she is validating that:

1. Adequate funds will be available
2. The intent of the trip is for city business
3. The employee has authorization

When the Division/Department Head reviews and approves a travel reimbursement, he/she is validating that:

1. Travel expense was incurred
2. The expenditure is charged to the proper account
3. The reimbursement reported is within the required timeframe
4. A copy of the travel request will be forwarded to AP after supervisor approval to allow for follow up/tracking.

### **15.040 Advances**

1. Travel advances are available whenever out-of-pocket expenses are anticipated.
2. No travel advances are allowed through Petty Cash.
3. An employee advance can only request on a voucher.
4. The travel advance voucher should include the purpose and the dates of travel, and submitted with a copy of your approved Travel Request Form to Finance.
5. All employee advances will be charged to the advance account in Your Fund XXX-0000-157-0000.
6. Travel advances must be requested in time to process with the regular bi-monthly check run, but no more than 30 days prior to the travel date.
7. A travel advance must be a minimum of \$100.
8. An advance for travel will not be released to the employee more than 7 working days prior to the date travel commences.
8. Any employee with an outstanding travel advance must turn in their Travel Reimbursement before another travel advance can be issued. The request for reimbursement should be submitted to Finance within 30 days following the trip. Any staff member who has received an advance and has not submitted their travel reconciliation within 60 days **will** have that travel advance deducted from the next paycheck.
9. The employee is still responsible to reconcile and submit their travel reimbursement form.

### **15.050 Prepayments**

1. The authorized Travel Request form must accompany all prepayment requests.
2. A purchase order, voucher or procurement card may be used for registration, hotel, commercial fares, and car rental.
3. All prepayments such as hotel, commercial fares, registrations, and other prepaid expenses will be charged to department travel expense accounts.
4. All Travel Reimbursement forms are to be submitted to Finance within 30 days following the trip.

### **15.060 General Reimbursements**

#### **General**

1. A Travel Reimbursement, with a copy of the Travel Request must be submitted for all travel within 30 days of the travel completion or the employee travel will be restricted.
2. All travel expenses are to be included on the Travel Reimbursement Form including meals on a per-diem basis, incidental expenses, airfare, rental car, registration, and miscellaneous expenses.
3. The procurement card can not be used for any meals.
4. Prepayments must be indicated on the Travel Reimbursement form. If the prepayment was in the form of a check, indicate the check number. If the prepayment was completed with a Procurement Card, indicate the transaction with a 'PC'.
5. Travel reimbursement for a trip that total expenses were under \$100.00 may be reimbursed through petty cash without Finance approval. The Travel Reimbursement Form is filled out submitted with appropriate documentation and the Department Head/ Designee must have initialed the green petty cash voucher.
6. All travel reimbursements for \$100.00 or less, where total travel was in excess of \$100.00, will be handled through petty cash, **after finance has reviewed and approved the travel reimbursement form and initialed the green petty cash voucher.**
7. If the total travel is greater than \$100.00, and the reimbursement is greater than \$100, a copy of the Travel Request form and all receipts must be attached to the Travel Reimbursement Form and submitted to finance. Accounts Payable will issue reimbursements over \$100.00
8. Any employee that received an advance must have their travel validated by Accounts Payable before they receive a refund of any unused portion of the advance.
9. The unused portion of any travel advances due to the City must be returned to the City cashiers within 30 days. The receipt number must be noted in the appropriate blank on the Travel Reimbursement Form and a copy attached.
10. A Travel Reimbursement form must include only one employee.
11. The Department Head must sign reimbursement forms for Division Heads. A Deputy City Manager or the City Manager must sign reimbursements forms for Department Heads. The City Manager must sign reimbursements for the Deputy City Manager's. The Mayor must sign travel reimbursements for the City Manager.
12. Travel Reimbursement form for the Mayor travel must be signed by the City Clerk, City Manager or Deputy City Manager
13. Travel Reimbursement form for the Council travel must be signed by the Mayor or City Clerk.
14. If a trip is canceled, any accounts payable check not sent must be returned to Finance to be voided.
15. The Finance Division will use the high/low cost rates and locations per the information found at <http://www.gsa.gov>. On that web page, go to Travel Resources and choose Per Diem rates.
16. The mileage rate will be based on Federal allowance.

#### **15.070 Lodging-Actual Reimbursement**

The City of Flagstaff takes employee safety into consideration when making allowances for a choice of lodging. Employees are entitled to accommodations that are suitably located and meet reasonable standards for safety, cleanliness and comfort.

1. When traveling to a conference, the city assumes travelers will stay at the hosting hotel even if the rate exceeds a non-luxury hotel rate. If there is a choice of hosting hotels, employees are expected to stay at the least expensive property.
2. If a relative occupies the same room, the employee must obtain the rate for single occupancy, and will receive reimbursement at that rate.
3. Lodging will be reimbursed on an actual basis upon presentation of lodging receipts with the Travel Reimbursement Form.
  - If the original lodging receipt is lost or destroyed, a photocopy may be submitted with Travel Reimbursement Form.
  - If the original receipt is lost and a photocopy is not available and a copy cannot be obtained from the lodging establishment, then a copy of the canceled check or credit card receipt is required showing the employee paid for the lodging. A letter

- must be prepared with traveler name, dates of the travel, the name, address, and telephone number of the establishment, cost per night and total cost of the lodging along with reason why an original or photocopy of receipt is not available.
4. Personal charges (movies, meals, etc) that are on your hotel bill must be paid for separately. Only allowable, reimbursable items are allowed to be charged on your procurement card.

#### **Hotel Cancellations-Non-Emergency**

1. Travelers should ask for the hotel's cancellation policy at the time of booking
2. Travelers should request and record the reservation number for future reference such as billing disputes.
3. The City monitors the payment cancellations. Should the City have to pay for more than one cancellation for one employee, future travel may be restricted or the employee may have reimbursed the City for the cancellation fee.

#### **15.080 Conference Registration – Actual Reimbursement**

1. A copy of the signed Travel Request Form must accompany payment request voucher for pre-registration at conferences.
2. If the registration form does not indicate whether or not meals are included, the employee must indicate which meals are included with registration fee or "No Meals" if no meals are included in the registration fee.
3. Registration fees that the City has paid in advance must be included on the Travel Reimbursement Form.

#### **15.090 Mileage and Rental Vehicles**

Mileage allowances are established by IRS. The City rate matches the IRS rate.

Allowable expenses include the use of a city vehicle, common carrier fares, privately owned vehicle, vehicle rental, and aircraft. Reimbursement will be made only for the method of transportation that is in the best interest of the City of Flagstaff considering the travel expense as well as the traveler's time.

1. If a City vehicle is used, the City will pay the actual cost incurred, gas receipts must be attached.
  - Department heads may, at their discretion, authorize City owned vehicles for out of town travel if they determine the vehicle is in sound mechanical condition.
  - An operator of a city-owned vehicle shall only transport passengers traveling on official business.
2. A rental vehicle is the recommended mode of travel for official City business whenever practical. Rental car agencies shall make available liability insurance coverage per city contract and required by law. This insurance is included in the contract City daily rate and the employee is mandated to accept and purchase this insurance.
3. If spouses or non-city employees accompany the City official or employee in the rental car, for a non-city purpose, the employee will provide liability insurance from rental car agency or their own private insurance agency.
4. If an employee uses their personal vehicle for out town travel, they must have prior approval from their Division Head. Mileage will be reimbursed at IRS allowance. This mileage rate covers all automobile expenses such as fuel, maintenance, towing, repairs, tires, depreciation and insurance.
5. The attached in-state mileage chart (Appendix A) will be used to calculate reimbursement.
6. Additional mileage in the destination city should be recorded separately for reimbursement, with an explanation, and must be reasonable (Miles driven to/from the hotel for the purpose of dining is not reimbursable if adequate meal facilities are available within walking distance).
7. For one-day trips, employees are encouraged to use rental cars under contract with the City; however employees are allowed to use their own vehicle. Reimbursement

will be at the lesser of the current IRS mileage rate or the standard one-day car rental rate then in effect for the City of Flagstaff plus a gas allowance.

**Refer to Appendix B One-Day Trip Car Rental plus gas allowance rate**

**15.100 Car Allowances**

Car allowances are to assist an employee in the maintenance and upkeep associated with the mandatory and regular use of their car on City business. This is fully reportable as compensation and subject to payroll tax by the Internal Revenue Service.

Mileage for out of town travel is a reimbursed expense. The Travel Reimbursement form must be filled out and processed through accounts payable

**15.110 Air Travel**

1. The City will purchase coach airfare for the employee prior to departure.
2. Employees who purchase their own airfare are entitled to reimbursement in the amount equal to the coach airfare. A copy of the detailed flight itinerary must be attached to Travel Reimbursement Form in order to verify departure/arrival times, meals and total fare.
3. In an effort to take advantage of lower airfares for travel that extends over a Saturday night, the City of Flagstaff will allow employees to extend their trip over Saturday night and pay addition lodging and meal costs. Saturday night stay-over is encouraged when net savings exceed the cost of the hotel rate..
4. Personal vehicles may be used for out-of-state travel when no other means of transportation is available or when such use is in the interest of the City. Such requests must be documented at the time the Travel Authorization is approved. The employee shall be entitled to reimbursement at the lesser of either rate set out per mile traveled based on the shortest route from origin to destination or air coach fare.
5. If a City vehicle is available and an employee chooses to use his/her personal vehicle, only actual gas expenses will be paid and receipts must be attached to the Travel Reimbursement Form.
6. Rental car requests must be documented at the time the Travel Authorization is approved. City will reimburse rental fee and actual gas receipts.
7. Employees who fly to their destination and wish to obtain a rental car the City's expense must obtain prior approval from their division head. The rental car receipt must be attached to the Travel Reimbursement Form.
8. Only those individuals approved and authorized by Risk Management may claim privately owned or rented aircraft reimbursement. If an employee uses a private plane Division Head must approve it. The City will pay coach airfare or mileage is based on the shortest air route from origin to destination.
9. If an employee uses a private plane instead of driving a personal vehicle, ground transportation at the destination will be considered for reasonableness.
10. Original itemized receipts are required for reimbursement of chartered aircraft, aircraft rental, landing and parking fees.
11. Local transportation (taxi, bus, and limousine) is reimbursable with receipts. The most economical means of transportation shall be used in traveling to and from the airport.

**15.120 International Travel**

International travel is defined as travel outside the United States and its territories and possessions. **Risk Management must be notified in writing of all international travel 6 weeks prior to travel.**

Per Diem:

1. On a quarterly basis, the Defense Department establishes the federal per diem rates applicable to U.S. locations outside the continental United States including Alaska, Hawaii, Puerto Rico, the Northern Mariana Islands, and U.S. possessions.

2. On a monthly basis, the State Department changes per diem rates for all other international travel based on fluctuations in the cost of living and foreign exchange rates.
3. The employee is responsible to attach the applicable per diem rate when the Travel Reimbursement form is submitted.
4. The employee will be reimbursed at 40% of the published rate to cover meal and incidental expense (M & IE).
5. The web site to access these amounts are: [w.state.gov/m/a/als/prdmww](http://w.state.gov/m/a/als/prdmww)

Other Travel Costs:

1. Receipts must be submitted with the Travel Reimbursement form
2. The Travel Reimbursement form is to be submitted in U.S. Dollars with an explanation and translation of the currency rate conversions.
3. Currency rates are reflected as those that were in effect when the travel took place.
4. Major credit cards or the procurement card can be used for international travel to secure the proper or correct conversion rate.
5. The Procurement Card may be used to purchase meals for international travel, but the Travel Reimbursement is still based on per diem.
6. The formula to apply to exchange rates is:  
 International Amount X Exchange Rate = U.S. Dollars  
 U.S. Dollars/Exchange Rate = International Amount  
 Or rates may be obtained from: [www.oanda.com/convert/classic](http://www.oanda.com/convert/classic)

**15.130 Per Diem Plan—Meals and Incidental Expenses (M&IE) Allowance Plan**

The City will pay per diem reimbursements to eliminate the need for employees to substantiate meals or incidental expenses, other than to report the number of days spent traveling on a business trip. Per Diem plans do not require employees to return any amounts advanced for days of business, even if the amounts are not actually spent on business; however the City still requires any travel advance to be reconciled within 30 days of the employees return from travel. **The procurement card can not be used for any meal purchase.**

The City is using a “M & IE Allowance” Plan. This is a per diem plan which pays allowances for meals and incidental expenses that do not exceed the per diem rate. Amounts paid to the employee in that location of travel is exempt from reporting and withholding on all payments made under the plan.

The Finance Division will update the rates and locations annually per the Maximum Federal Per Diem rates, which are generally effective October through September. IRS publication 1542 gives the maximum per diem rate than can be used without treating part of the per diem allowance as wages subject to tax purposes.

1. For any city or town not specifically identified in the Maximum Federal Per Diem table, the maximum per diem rate is \$39 per day.
2. When an employee is entitled to reimbursement for three consecutive meals on any one day, the amount expended for any particular meal is left to the employee’s discretion. The total for all meals claimed may be shown as a lump sum for each calendar date, but may not exceed the amount allowed for a particular location.
3. **If the employee travel does not include an overnight stay, there is no per-diem reimbursement.**
4. The City will pay the M&IE allowance on a daily basis for trips that involve an overnight stay dependent on the time the employee leaves and returns to the City.

Breakfast:	Outside the City prior to 6:00 a.m.
Lunch:	Outside the City prior to 11:00 a.m., and returning after 1:00 p.m.
Dinner:	Outside the City prior to 6:00 p.m., and returning after 7:00 p.m.

**FOR EXAMPLE:**  
 The employee takes a two-day trip. He/she travels from 6:00 a.m. on Day 1 of the trip until 8:00 p.m. on Day 2. The City will provide 100% of the M&IE for both days of travel.

**FOR EXAMPLE:**  
 The employee takes a three-day trip. He/she travels from 9:00 a.m. on Day 1 of the trip until 5:00 p.m. on Day 3. The City will provide lunch, dinner and incidental reimbursement on the first day (\$32), the entire \$39 on day 2, and breakfast, lunch, and incidental on day 3 (\$21) for a total per diem reimbursement of \$92.

- 5. Provided Meals – whenever meals are provided at no additional cost to the traveler (e.g. conferences, meetings, airlines) such meals shall reduce that day’s meal allowance at the rate set forth below.

**FOR EXAMPLE:**  
 The employee takes a three-day trip. He/she travels from 6:00 a.m. on Day 1 of the trip until 8:00 p.m. on Day 3. The conference provides lunch every day during the three days. The City will provide \$28 per day per diem (\$39 basic rate minus \$11 allowance for lunch).

**6. Tips on meals are included in the maximum per diem allowance.**

The employee must verify the rate of reimbursement and attach the applicable page from the Maximum Federal Per Diem table if a rate of other than \$46 is being claimed.

<b>M&amp;IE Rate Adjustments for Provide Meals per Location</b>						
	<b>\$46</b>	<b>\$51</b>	<b>\$56</b>	<b>\$61</b>	<b>\$66</b>	<b>\$71</b>
Breakfast	7	8	9	10	11	12
Lunch	11	12	13	15	16	18
Dinner	23	26	29	31	34	36
Incidentals	5	5	5	5	5	5

**Meals at Conferences, Seminars and Symposiums**

- 1. When attending a conference, seminar, or workshop, if a particular meal at the function is not included in the conference fees and is in excess of published rates, the City will pay the full amount of the meal upon receipt.
- 2. This is not to be interpreted to encompass expenditures on recreational or social activities that may be offered in connection with but are not integral to the conference.

3. For reimbursement of such expenditures, the employee must submit copy of conference agenda or brochure showing the nature of the activity that was presented during the meal and amount charged for such meal.
4. The employee cannot claim reimbursement under per diem for this same meal.
5. **No reimbursements will be allowed for alcoholic beverages**
6. **No charges for meals may be made on a procurement card**

**Business Meals:**

A business meal may occur when City staff conduct city business with non-City staff while traveling. Guidelines for reimbursement are in a separate Business Meal policy.

**Incidental Expenses are defined as:**

1. Fees and tips to porter, baggage carriers, bellhops, hotel maids, stewards or stewardesses on ships and hotel servants in countries outside the United States.
2. Transportation between places of business or lodging and places where meals are taken, if no suitable meals are available at the temporary work site to which the employee traveled.
3. All incidental expenses are part of the "M & IE Allowance" and no separate reimbursement will be made.

Travel advances may be requested for the Per Diem allowance for meals and incidental expenses. A voucher with Travel Request Form should be submitted and processed by account payables as reviewed in section 15.040. There will be no meals or incidental expenses charged on the procurement card.

**15.140 Miscellaneous Reimbursements**

1. All miscellaneous expenses must be itemized and receipts attached. (Except for incidentals included in the Per Diem Rate.)
2. Reimbursement for business phone calls and personal phone calls (allowance \$5.00 per day) should be noted on the Travel Reimbursement Form.
3. Communications charges including Internet, faxes and copies are reimbursable if documented with receipts or hotel receipt.
4. Expenses for laundry, cleaning and pressing of clothes will be reimbursed in accordance with IRS guidelines.
5. Transportation (taxies, shuttles, etc) must indicate the purpose of the travel and the start and end locations. Tips to taxi drivers are limited to 15% of the bill to the nearest dollar.
6. Trade show/Presentation expenses including excess baggage charges, freight charges for shipping of presentation material and tipping charges for valet services are reimbursable.

These charges should be noted on the Travel Reimbursement Form

**Non-Reimbursement Expenses**

1. Fees and tips to porter, baggage carriers, bellhops, hotel maids, stewards or stewardesses on ships and hotel servants in countries outside the United States are not reimbursable as miscellaneous expenses as they are part of the per diem rate.
2. In-room movies and video rentals are non-reimbursable expenses

**15.150 Extending Business Trips with Vacation Time**

1. When an employee extends a business trip using vacation time, the employee will be reimbursed lodging and M&IE for the days doing business for the city, including the travel time.
2. Lodging will be reimbursed, at single room rate, for the days doing city business. Airfare equivalent to round-trip travel to/from business destination will be borne by the city.
3. Expenses related to relatives or other non-city individuals accompanying the employee will be disallowed as reimbursable expenses.

4. All additional costs will be borne by the employee.

#### **15.160 Non-Employee Travel**

Travel expenses for non-city employees, such as consultants, speakers, and candidates for positions are reimbursed in accordance with contract for services and vendor payment procedures.

#### **15.170 Insurance**

1. In accordance with ARS 28-4009 and 28-3151, a City employee driving a privately owned vehicle on City business must have current vehicle insurance on that particular auto and a valid driver's license.
2. If an employee allows their personal insurance to lapse and is involved in an accident while on City business, the City may pursue further legal or employment action against the employee as an employee should NEVER use their personal vehicle for City business in this circumstance.
3. If a City employee driving a privately owned vehicle is involved in an accident, his/her OWN liability insurance is primary. After the primary limits are exhausted, the City's policy may respond with excess coverage, but only if the individual was acting within the course and scope of his/her employment at the time of the accident.
4. If an employee driving his/her own vehicle on City business is involved in an accident, regardless of fault, the City will not reimburse the individual for any physical damage to the vehicle including any deductible.
5. Should an employee traveling become involved in an accident that results in damage to city property, damage to property of others, bodily injury or some other form of damage to an individual or organization, the accident should immediately be reported to local law enforcement and then the Risk Manager. This must be followed up in writing using the City's Accident Report Form and should include the following information: police report number, location of accident, and names of parties involved with their phone numbers and insurance information.
6. In addition, it is very important that the employee as an individual directly or indirectly involved in an accident, not talk about the accident to anyone other than appropriate individual(s) within the City, their division, the Risk Manager, or an adjuster or attorney representing the City. No discussion should take place concerning the accident nor should any reports be given to any other individual.
7. City insurance coverage that is provided to city employees while on duty, may be jeopardized when a City employee deviates from his/her predetermined travel authorization. These coverage's include worker's compensation and liability insurance.

## Appendix A      Mileage Chart

Mileage Listing from Flagstaff to other cities

Ajo	250
Ashfork	49
Benson	303
Bisbee	352
Blythe, CA	243
Casa Grande	191
Chandler	165
Clifton	300
Coolidge	198
Cottonwood	48
Douglas	375
Duncan	330
Florence	205
Ft. Huachuca	328
Fredonia	195
Gallup, NM	186
Gila Bend	206
Glendale	145
Globe	224
Grand Canyon	78
Holbrook	91
Hoover Dam	223
Kingman	161
Las Vegas, NV	263
Laughlin, NV	180
Lordsburg, MN	381
Mesa	158
Miami	223
Needles, CA	226
Nogales	322
Page	134
Parker	244
Payson	98
Phoenix	142
Prescott	90
Safford	306
St. George, UT	281
St. Johns	153
Scottsdale	153
Sedona	29
Show Low	134
Springerville	183
Superior	205
Tempe	152
Tombstone	324
Tuba City	79
Tucson	258
Wickenburg	150
Wilcox	338
Williams	32
Winkelman	238
Winslow	58
Yuma	308

## **Appendix B One-day Round Trip Car Rental plus gas allowance**

Current round trip rates are:  
\$55 plus

- \$10 for up to 100 miles
- \$20 for 101-200 miles
- \$30 for 201-300 miles
- \$40 for 301-400
- \$50 for 401 miles and greater.

<b><u>Travel Allocations Approved by Council</u></b>	
Mayor Nabours	\$2,720.57
Vice-Mayor Evans	\$2,720.57
Councilmember Barotz	\$2,720.57
Councilmember Brewster	\$2,720.57
Councilmember Oravits	\$2,720.57
Councilmember Overton	\$2,720.57
Councilmember Woodson	\$2,720.57
	\$19,043.99



33	1/21/2014	Councilmember Woodson - US Airways Washington DC	\$ 764.00	\$ 13,808.72
34	1/24/2014	Chamber of Commerce - Athena Awards Luncheon Table	\$ 360.00	\$ 13,448.72
35	2/4/2014	Mayor - Travel Advance Washington DC	\$ 213.00	\$ 13,235.72
36	2/4/2014	Vice-Mayor Evans - Travel Advance Washington DC	\$ 213.00	\$ 13,022.72
37	2/4/2014	Councilmember Overton - Travel Advance Washington DC	\$ 213.00	\$ 12,809.72
38	2/4/2014	Councilmember Woodson - Travel Advance Washington DC	\$ 213.00	\$ 12,596.72
39	2/12/2014	Mayor - GAMA Legislative Dinner Phx	\$ 208.39	\$ 12,388.33
40	2/26/2014	Mayor - Lodging Washington DC	\$ 421.36	\$ 11,966.97
41	2/26/2014	Vice-Mayor Evans - Lodging Washington DC	\$ 421.36	\$ 11,545.61
42	2/26/2014	Councilmember Overton - Lodging Washington DC	\$ 421.36	\$ 11,124.25
43	2/26/2014	Councilmember Woodson - Lodging Washington DC	\$ 421.36	\$ 10,702.89
44	3/7/2014	Councilmember Overton - Travel Airfare Refund (Weather)	\$ (160.99)	\$ 10,863.88
45	3/7/2014	Vice-Mayor Evans- Travel Airfare Refund (Weather)	\$ (160.99)	\$ 11,024.87
46	3/28/2014	Councilmember Barotz - AAUW Luncheon Ticket	\$ 25.00	\$ 10,999.87
47	4/5/2014	Councilmember Brewster - Goodwill of N AZ Event Ticket	\$ 65.00	\$ 10,934.87
48	4/23/2014	Councilmember Oravits - Stop Urban Blight Conference (P&Z Staff Travel Expenses)	\$ 1,001.83	\$ 9,933.04
49	4/30/2014	Councilmember Brewster - AAED Spring Confernece Registration	\$ 495.00	\$ 9,438.04
50	4/30/2014	Councilmember Brewster - AAED Spring Confernece Lodging	\$ 186.00	\$ 9,252.04
51	4/30/2014	Councilmember Brewster - AAED Spring Conference Per Diem	\$ 59.00	\$ 9,193.04
52	5/13/2014	Vice-Mayor Evans - Prescott Symposium Lodging	\$ 169.09	\$ 9,023.95
53	5/13/2014	Vice-Mayor Evans - Prescott Symposium Per Diem	\$ 164.00	\$ 8,859.95
54	5/13/2014	Vice-Mayor Evans - Prescott Symposium Gas	\$ 23.30	\$ 8,836.65
55	5/13/2014	Vice-Mayor Evans - AZ Forward Stewardship Summit	\$ 100.00	\$ 8,736.65
56	5/22/2014	Vice-Mayor Evans - AZ League of Cities & Towns - Registration	\$ 290.00	\$ 8,446.65
57	5/22/2014	Mayor - AZ League of Cities & Towns - Registration	\$ 290.00	\$ 8,156.65
58	5/22/2014	Councilmember Barotz - AZ League of Cities & Towns - Registration	\$ 290.00	\$ 7,866.65
59	5/22/2014	Councilmember Brewster - AZ League of Cities & Towns - Registration	\$ 290.00	\$ 7,576.65
60	5/22/2014	Councilmember Oravits - AZ League of Cities & Towns - Registration	\$ 290.00	\$ 7,286.65
61	5/22/2014	Councilmember Woodson - AZ League of Cities & Towns - Registration	\$ 290.00	\$ 6,996.65
62	6/10/2014	Councilmember Barotz - AZ League of Cities & Towns - Lodging	\$ 367.12	\$ 6,629.53
63	6/10/2014	Councilmember Brewster - AZ League of Cities & Towns - Lodging	\$ 367.12	\$ 6,262.41
64	6/10/2014	Councilmember Oravits - AZ League of Cities & Towns - Lodging	\$ 367.12	\$ 5,895.29
65	6/10/2014	Councilmember Woodson - AZ League of Cities & Towns - Lodging	\$ 367.12	\$ 5,528.17
66	6/10/2014	Vice-Mayor Evans - AZ League of Cities & Towns - Lodging	\$ 367.12	\$ 5,161.05
67	6/10/2014	Mayor - AZ League of Cities & Towns - Lodging	\$ 367.12	\$ 4,793.93
68	6/12/2014	Councilmember Barotz -Legislative Water Briefing Meeting - Car	\$ 55.00	\$ 4,738.93
69	6/12/2014	Legislative Water Briefing - Van Rental	\$ 102.77	\$ 4,636.16
70	6/12/2014	Vice-Mayor Evans - AZ Forward Stewardship Summit - Lodging	\$ 102.08	\$ 4,534.08
71	6/12/2014	Vice-Mayor Evans - AZ Forward Stewardship Summit - - Per Diem	\$ 58.00	\$ 4,476.08
72	6/12/2014	Vice-Mayor Evans - AZ Forward Stewardship Summit - - Gas	\$ 22.75	\$ 4,453.33
73	6/12/2014	Legislative Water Briefing - Van Gas	\$ 41.17	\$ 4,412.16
74	6/12/2014	Vice-Mayor Evans - AZ Forward Stewardship Summit - Parking Refund	\$ (28.00)	\$ 4,440.16

TOTAL TRAVEL ALLOCATION AND ALLOTMENT FOR MAYOR				
				<b>\$2,720.57</b>
<b>Date</b>	<b>Destination</b>	<b>Reason</b>	<b>Travel Expenses</b>	<b>Travel Allocation Remaining</b>
8/27/2013	Oro Valley, AZ	AZ League of Cities & Towns-Travel Advance	\$ 215.00	\$ 2,505.57
8/20/2013	Flagstaff, AZ	AAED Conference Registration	\$ 250.00	\$ 2,255.57
8/22/2013	Flagstaff, AZ	Chamber of Commerce - Senator Flake Luncheon	\$ 35.00	\$ 2,220.57
10/24/2013	Flagstaff, AZ	Enterprise Rental Car For Council Hopi Mtg	\$ 127.46	\$ 2,093.11
11/15/2013	Flagstaff, AZ	Bashas - Food for Flagstaff GAMA Mtg	\$ 7.97	\$ 2,085.14
11/15/2013	Flagstaff, AZ	Subway - Food for Flagstaff GAMA Mtg	\$ 118.08	\$ 1,967.06
1/21/2014	Washington DC	US Airways - Airfare	\$ 832.00	\$ 1,135.06
2/4/2014	Washington DC	Travel Advance	\$ 213.00	\$ 922.06
2/12/2014	Phoenix, AZ	GAMA Legislative Dinner	\$ 208.39	\$ 713.67
2/26/2014	Washington DC	Hotel Lodging	\$ 421.36	\$ 292.31
5/22/2014	Phoenix, AZ	AZ League of Cities & Towns - Registration	\$ 290.00	\$ 2.31
		<b>Total Travel Allocation Remaining</b>		<b>\$ 2.31</b>
FYI: FY14 AZ League of Cities & Towns - Registration \$290 & Lodging \$338.73 paid in FY13				
FYI: Requested no mileage reimbursement for travel to Oro Valley Conference				
* FYI: FY15 AZ League of Cities & Towns - Registration \$290 & Lodging \$367.12 paid in FY14 - Lodging Expense (see Celia Barotz...Mayor out of budget)				



**TOTAL TRAVEL ALLOTMENT AND ALLOCATION FOR COUNCILMEMBER BREWSTER**

**\$2,720.57**

<u>Date</u>	<u>Destination</u>	<u>Reason</u>	<u>Travel Expenses</u>	<u>Budget Remaining</u>
7/31/2013	Oro Valley, AZ	AZ League of Cities & Towns - Lodging Canceled	\$ (338.73)	\$ 3,059.30
7/31/2013	Oro Valley, AZ	AZ League of Cities & Towns - Registration Refund	\$ (265.00)	\$ 3,324.30
8/20/2013	Flagstaff, AZ	AAED Conference Registration	\$ 250.00	\$ 3,074.30
4/5/2014	Flagstaff, AZ	Goodwill of N AZ - Event Ticket	\$ 65.00	\$ 3,009.30
4/30/2014	Tucson, AZ	AAED Spring Conference Registration	\$ 495.00	\$ 2,514.30
4/30/2014	Tucson, AZ	AAED Spring Conference - Lodging	\$ 186.00	\$ 2,328.30
4/30/2014	Tucson, AZ	AAED Spring Conference - Per Diem	\$ 59.00	\$ 2,269.30
5/22/2014	Phoenix, AZ	AZ League of Cities & Towns - Registration	\$ 290.00	\$ 1,979.30
6/10/2014	Phoenix, AZ	AZ League of Cities & Towns - Lodging	\$ 367.12	\$ 1,612.18
		<b>TOTAL TRAVEL ALLOCATION REMAINING</b>		\$ 1,612.18
* FYI: FY14 AZ League of Cities & Towns - Registration \$290 & Lodging \$338.73 paid in FY13				
Canceled Oro Valley Conference \$25 cancelation fee from registration				
* FYI: FY15 AZ League of Cities & Towns - Registration \$290 & Lodging \$367.12 paid in FY14				

TOTAL TRAVEL ALLOTMENT AND ALLOCATION FOR VICE-MAYOR EVANS				
				<b>\$2,720.57</b>
<u>Date</u>	<u>Destination</u>	<u>Reason</u>	<u>Travel Expenses</u>	<u>Budget Remaining</u>
8/27/2013	Oro Valley, AZ	AZ League of Cities & Towns-Travel Advance	\$ 274.00	\$ 2,446.57
8/27/2013	Scottsdale, AZ	AZ League of Cities & Towns-Travel Advance (Owed for Gas)	\$ (29.95)	\$ 2,476.52
8/20/2013	Flagstaff, AZ	AAED Conference Registration	\$ 250.00	\$ 2,226.52
8/27/2013	Flagstaff, AZ	AAED Conference Registration - Refund (CC Workforce Paying)	\$ (250.00)	\$ 2,476.52
8/22/2013	Flagstaff, AZ	Chamber of Commerce - Senator Flake Luncheon	\$ 35.00	\$ 2,441.52
10/9/2013	Flagstaff, AZ	AZ Town Hall Community Outreach Program Luncheon 10/9/13	\$ 10.00	\$ 2,431.52
12/31/2013	Flagstaff, AZ	AZ Town Hall Annual Membership	\$ 100.00	\$ 2,331.52
1/21/2014	Washington DC	US Airways - Airfare	\$ 852.00	\$ 1,479.52
2/4/2014	Washington DC	Travel Advance	\$ 213.00	\$ 1,266.52
2/26/2014	Washington DC	Hotel Lodging	\$ 421.36	\$ 845.16
3/7/2014	Washington DC	Travel Airfare Refund (Weather)	\$ (160.99)	\$ 1,006.15
5/13/2014	Prescott, AZ	Prescott College Annual Sustainability Ed Symposium - Lodging	\$ 169.09	\$ 837.06
5/13/2014	Prescott, AZ	Prescott College Annual Sustainability Ed Symposium -Per Diem	\$ 164.00	\$ 673.06
5/13/2014	Prescott, AZ	Prescott College Annual Sustainability Ed Symposium -Gas	\$ 23.30	\$ 649.76
5/13/2014	Phoenix, AZ	AZ Forward Stewardship Summit - Registration	\$ 100.00	\$ 549.76
5/22/2014	Phoenix, AZ	AZ League of Cities & Towns - Registration	\$ 290.00	\$ 259.76
6/12/2014	Phoenix, AZ	AZ Forward Stewardship Summit - Lodging	\$ 130.08	\$ 129.68
6/12/2014	Phoenix, AZ	AZ Forward Stewardship Summit - Per Diem	\$ 58.00	\$ 71.68
6/12/2014	Phoenix, AZ	AZ Forward Stewardship Summit - Gas	\$ 22.75	\$ 48.93
6/12/2014	Phoenix, AZ	AZ Forward Stewardship Summit - Parking Reund	\$ (28.00)	\$ 76.93
		<b>TOTAL TRAVEL ALLOCATION REMAINING</b>		\$ 104.93
* FYI: FY14 AZ League of Cities & Towns - Registration \$290 & Lodging \$338.73 paid in FY13				
* FYI: FY15 AZ League of Cities & Towns - Registration \$290 & Lodging \$367.12 paid in FY14 - Lodging Expense (see Celia Barotz...Vice-Mayor out of budget)				









<b><u>Travel Allocations Approved by Council (FY15)</u></b>					
Mayor Nabours	\$2,720.57				
Vice-Mayor Barotz	\$2,720.57				
Councilmember Brewster	\$2,720.57				
Councilmember Evans	\$2,720.57				
Councilmember Oravits	\$2,720.57				
Councilmember Overton	\$2,720.57				
Councilmember Woodson/Putzova*	\$2,720.57				
	\$19,043.99				

\*FYI: December 2, 2014 balance to be used by Councilmember Eva Putzova (previously Councilmember Mark Woodson)



34	2/25/2015	Mayor - DC Annual Legislative Trip-US Airways Airfare	\$ 572.10	\$ 15,512.94
35	2/25/2015	Mayor - DC Annual Legilsative Trip-Lodging	\$ 526.70	\$ 14,986.24
36	2/25/2015	Councilmember Brewster- DC Annual Legislative Trip-Travel Advance	\$ 213.00	\$ 14,773.24
37	2/25/2015	Councilmember Brewster-DC Annual Legislative Trip-US Airways Airfare	\$ 611.20	\$ 14,162.04
38	2/25/2015	Councilmember Brewster-DC Annual Legilsative Trip-Lodging	\$ 526.70	\$ 13,635.34
39	2/25/2015	Councilmember Oravits- DC Annual Legislative Trip-Travel Advance	\$ 213.00	\$ 13,422.34
40	2/25/2015	Councilmember Oravits-DC Annual Legislative Trip-US Airways Airfare	\$ 611.20	\$ 12,811.14
41	2/25/2015	Councilmember Oravits-DC Annual Legilsative Trip-Lodging	\$ 526.70	\$ 12,284.44
42	2/25/2015	Councilmember Brewster-DC Annual Legilsative Trip-Baggage	\$ 50.00	\$ 12,234.44
43	3/5/2015	Mayor - CCC&Y Luncheon Ticket	\$ 35.00	\$ 12,199.44
44	3/5/2015	Vice-Mayor Barotz - CCC&Y Luncheon Ticket	\$ 35.00	\$ 12,164.44
45	3/5/2015	Councilmember Brewster - CCC&Y Luncheon Ticket	\$ 35.00	\$ 12,129.44
46	3/13/2015	Mayor - DC Annual Legislative Trip - Amount Owed City	\$ (182.70)	\$ 12,312.14
47	3/13/2015	Councilmember Oravits- - DC Annual Legislative Trip - Amount Owed City	\$ (72.00)	\$ 12,384.14
48	3/31/2015	Mayor - DC Annual Legislative Trip - 2/25/15 Dinner	\$ (100.00)	\$ 12,484.14
49	3/13/2015	Councilmember Brewster - DC Annual Legislative Trip - Amount Owed City	\$ (22.00)	\$ 12,506.14
50	5/11/2015	Councilmember Brewster - Hydrology & The Law Seminar - Registration	\$ 360.00	\$ 12,146.14
51	5/12/2015	Councilmember Evans - Lodging: Prescott Symposium: Sustainability Education	\$ 185.31	\$ 11,960.83
52	5/12/2015	Councilmember Evans - Travel Advance: Prescott Symposium: Sustainability Education	\$ 178.00	\$ 11,782.83
53	5/15/2015	Councilmember Oravits-DMI Banquet Ticket	\$ 40.00	\$ 11,742.83
54	5/22/2015	Mayor - 2015 AZ League of Cities & Towns - Registration	\$ 295.00	\$ 11,447.83
55	5/22/2015	Mayor - 2015 AZ League of Cities & Towns - Lodging	\$ 382.49	\$ 11,065.34
56	5/22/2015	Vice-Mayor - 2015 AZ League of Cities & Towns - Registration	\$ 295.00	\$ 10,770.34
57	5/22/2015	Vice-Mayor - 2015 AZ League of Cities & Towns - Lodging	\$ 382.49	\$ 10,387.85
58	5/22/2015	Councilmember Evans - 2015 AZ League of Cities & Towns - Registration	\$ 295.00	\$ 10,092.85
59	5/22/2015	Councilmember Evans - 2015 AZ League of Cities & Towns - Lodging	\$ 382.49	\$ 9,710.36
60	5/22/2015	Councilmember Oravits - 2015 AZ League of Cities & Towns - Registration	\$ 295.00	\$ 9,415.36
61	5/22/2015	Councilmember Oravits - 2015 AZ League of Cities & Towns - Lodging	\$ 382.49	\$ 9,032.87
62	5/22/2015	Councilmember Putzova - 2015 AZ League of Cities & Towns - Registration	\$ 295.00	\$ 8,737.87
63	5/22/2015	Councilmember Putzova - 2015 AZ League of Cities & Towns - Lodging	\$ 382.49	\$ 8,355.38
64	5/27/2015	Councilmember Brewster - Hydrology & The Law Seminar - Travel Reimbursement	\$ 197.00	\$ 8,158.38
65	5/28/2015	Councilmember Barotz - APA Workshop Sessions (Sept)	\$ 130.00	\$ 8,028.38
66	6/1/2015	Councilmember Brewster DC Expo - Airfare	\$ 856.20	\$ 7,172.18
67	6/1/2015	Councilmember Brewster DC Expo - Holiday Inn Lodging	\$ 634.88	\$ 6,537.30
68	6/1/2015	Councilmember Brewster DC Expo - Travel Advance	\$ 254.00	\$ 6,283.30
69	6/2/2015	Councilmember Evans - Travel Owed City: Prescott Symposium: Sustainability Education	\$ (14.00)	\$ 6,297.30
70	6/5/2015	Vice-Mayor - APA Membership	\$ 46.00	\$ 6,251.30
71	6/5/2015	Vice-Mayor - APA Conference Registration (Nov)	\$ 285.00	\$ 5,966.30
72	6/5/2015	Vice-Mayor - APA Conference Lodging (Nov)	\$ 295.09	\$ 5,671.21
73	6/9/2015	Councilmember Evans - Lodging: AZ Town Hall Annual Meeting & Orientation	\$ 127.88	\$ 5,543.33
74	6/9/2015	Councilmember Lodging Refund: AZ Town Hall Annual Meeting & Orientation	\$ (127.88)	\$ 5,671.21
75	6/12/2015	Councilmember Evans - Registration: AZ Town Hall	\$ 60.00	\$ 5,611.21

76	6/12/2015	Councilmember Evans - Membership: AZ Town Hall	\$ 100.00		\$ 5,511.21
77	6/26/2015	Councilmember Brewster DC Expo - Reimbursement	\$ (1,000.00)		\$ 6,511.21
78	6/26/2015	Councilmember Brewster DC Expo - Amt Owed Employee	\$ 30.92		\$ 6,480.29
79	6/26/2015	Councilmember Brewster - AAED Banquet	\$ 75.00		\$ 6,405.29
80	6/30/2015	Councilmember Putzova - 2015 AZ League of Cities & Towns - Lodging Refund (Goodrich Transfe	\$ (382.49)		\$ 6,787.78
81	6/30/2015	Councilmember Putzova - 2015 AZ League of Cities & Towns - Registration Refund -25 (Goodrich	\$ (270.00)		\$ 7,057.78





**TOTAL TRAVEL ALLOTMENT AND ALLOCATION FOR COUNCILMEMBER BREWSTER**

**\$2,720.57**

<u>Date</u>	<u>Destination</u>	<u>Reason</u>	<u>Travel Expenses</u>	<u>Budget Remaining</u>
7/17/2014	Phx, AZ	Gov. Tourism Awards Gala Dinner - Lodging	\$ 98.80	\$2,621.77
7/17/2014	Phx, AZ	Gov. Tourism Awards Gala Dinner - Parking	\$ 28.00	\$2,593.77
8/19/2014	Phx, AZ	AZ League of Cities & Towns-Travel Advance	\$ 80.00	\$2,513.77
8/19/2014	Phx, AZ	AZ League of Cities & Towns-Reimbursement (Parking, Meals, Gas)	\$ 87.86	\$2,425.91
8/19/2014	Phx, AZ	AZ League of Cities & Towns-Rental Car	\$ 98.42	\$2,327.49
8/19/2014	Phx, AZ	AZ League of Cities & Towns-Hotel 1 Night Refund	\$ (122.37)	\$2,449.86
8/19/2014	Phx, AZ	AZ League of Cities & Towns - Parking	\$ 7.15	\$2,442.71
11/2/2014	Grand Canyon, AZ	AZ Town Hall - Lodging	\$ 571.41	\$1,871.30
11/2/2014	Grand Canyon, AZ	AZ Town Hall - Registration	\$ 552.00	\$1,319.30
11/2/2014	Grand Canyon, AZ	AZ Town Hall - Per Diem, Parking	\$ 95.32	\$1,223.98
2/25/2015	Washington DC	Annual Legislative Trip-Travel Advance	\$ 213.00	\$1,010.98
2/25/2015	Washington DC	Annual Legislative Trip-US Airways Airfare	\$ 611.20	\$399.78
2/25/2015	Washington DC	Annual Legilsative Trip-Lodging	\$ 526.70	-\$126.92
2/25/2015	Washington DC	Annual Legilsative Trip-Baggage	\$ 50.00	-\$176.92
3/5/2015	Flagstaff	CCC&Y Luncheon Ticket	\$ 35.00	-\$211.92
3/13/2015	Washington DC	Annual Legislative Trip - Owed City	\$ (22.00)	-\$189.92
5/11/2015	Phoenix, AZ	Hydrology & The Law Seminar - Registration	\$ 360.00	-\$549.92
5/27/2015	Phoenix, AZ	Hydrology & The Law Seminar - Travel Reimbursement (Vehicle/Per Diem)	\$ 197.00	-\$746.92
6/1/2015	Washington DC	Expo - Airfare	\$ 856.20	-\$1,603.12
6/1/2015	Washington DC	Expo - Holiday Inn Lodging	\$ 634.88	-\$2,238.00
6/1/2015	Washington DC	Expo - Travel Advance	\$ 254.00	-\$2,492.00
6/26/2015	Washington DC	Expo - Reimbursement	\$ (1,000.00)	-\$1,492.00
6/26/2015	Washington DC	Expo - Amt Owed Employee	\$ 30.92	-\$1,522.92
6/26/2015	Prescott, AZ	AAED Banquet	\$ 75.00	-\$1,597.92
<b>TOTAL TRAVEL ALLOCATION REMAINING</b>				<b>\$ (1,597.92)</b>
FYI: FY15 AZ League of Cities & Towns - Registration \$290 & Lodging \$367.12 paid in FY14				









<b><u>Travel Allocations Approved by Council (FY16)</u></b>	
Mayor Nabours	\$2,720.57
Vice-Mayor Barotz	\$2,720.57
Councilmember Brewster	\$2,720.57
Councilmember Evans	\$2,720.57
Councilmember Oravits	\$2,720.57
Councilmember Overton	\$2,720.57
Councilmember Putzova	\$2,720.57
	\$19,043.99













**TOTAL TRAVEL ALLOTMENT AND ALLOCATION FOR COUNCILMEMBER OVERTON**

**\$2,720.57**

<u>Date</u>	<u>Destination</u>	<u>Reason</u>	<u>Travel Expenses</u>	<u>Budget Remaining</u>
<b>TOTAL TRAVEL ALLOCATION REMAINING</b>				<b>\$ 2,720.57</b>





**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 10/28/2015  
**Meeting Date:** 11/03/2015



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**TITLE**

**Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Evans to place on a future Work Session agenda review of the Sustainability Commission and Task Force's Plan regarding Plastic Bags.

**RECOMMENDED ACTION:**

Council direction.

**EXECUTIVE SUMMARY:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Evans has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are three councilmembers interested in placing it on a future agenda.

**INFORMATION:**

None

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**Attachments:**

**CITY OF FLAGSTAFF  
STAFF SUMMARY REPORT**

**To:** The Honorable Mayor and Council  
**From:** Elizabeth A. Burke, City Clerk  
**Date:** 10/28/2015  
**Meeting Date:** 11/03/2015



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**TITLE**

**Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Evans to place on a future agenda discussion and possible action regarding the City joining the lawsuit and/or filing an amicus brief re plastic bags.

**RECOMMENDED ACTION:**

Council direction.

**EXECUTIVE SUMMARY:**

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Evans has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are three councilmembers interested in placing it on a future agenda.

**INFORMATION:**

None

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**Attachments:**