

DRAFT AGENDA

**REGULAR COUNCIL MEETING
TUESDAY
MAY 17, 2016**

**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

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).

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Bryan Ledbetter, "Rilibertos Fresh Mexican Food", 3666 E. Route 66, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

- B. Consideration and Action on Liquor License Application:** Mark Wagner, "Chevron", 357 W. Forest Meadows St., Series 10 (beer and wine store), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

- C. Consideration and Action on Liquor License Application:** Evan Anderson, "Drinking Horn", 506 N. Grant St., Suite K, Series 13 (Farm Winery), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

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.

- A. **Consideration and Approval of Cooperative Contract:** PFM Asset Management, LLC Services Contract No.2016-48

RECOMMENDED ACTION:

Approve a Cooperative Purchase Contract with PFM Asset Management Services, LLC utilizing the Arizona Board of Regents/University of Arizona RFP#3061422 and resulting contract for investment management services.

- B. **Consideration and Approval of Sole Source Purchase:** Purchase five (5) utility truck beds meeting the specifications for the Utilities Water Distribution and Wastewater Collection Sections.

RECOMMENDED ACTION:

Approve the purchase of five (5) heavy duty utility truck beds from Drake Equipment of Phoenix, Arizona for the amount \$177,732 plus all applicable taxes.

10. **ROUTINE ITEMS**

- A. **Consideration and Approval of Intergovernmental Agreement:** Arizona Department of Transportation Intergovernmental Agreement for the Frontage Road 40 (Old Route 66) Overlay Project.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement/Joint Project Agreement (IGA/JPA) between the City of Flagstaff and Arizona Department of Transportation (ADOT) for the use of Federal Surface Transportation Program (STP) funding in the amount of \$1,212,000 and City funds in the amount of \$73,260 for the construction of the Frontage Road (FR) 40 Overlay Project.

- B. **Consideration and Approval of Cooperative Contract:** Enter into a contract with Greenberg Traurig, LLP of Phoenix, Arizona to purchase Bond Counsel Services.

RECOMMENDED ACTION:

Approve the purchase of Bond Counsel Services through Greenberg & Traurig, LLP of Phoenix, Arizona, based on the following fee structure, utilizing a cooperative purchase agreement through the State of Arizona, Contract #ADSPO12-032930:

Bonds for State entities- up to \$10,000,000 is a fee of \$40,000
Bonds issued between \$10MM and 50MM- is a fee of \$50,000
Bonds issued on behalf of ADOT up to \$100MM- is a fee of \$60,000.

- C. **Consideration and Approval of Contract:** Supplemental Agreement for Forest Treatment operations on Section 6 of the Observatory Mesa Natural Area by Perkins Timber Harvesting LLC.

RECOMMENDED ACTION:

Approve the not-to-exceed Award/Supplemental Agreement of \$414,052.40 for 540 acres of completed forest treatment work (Cutting and decking of wood products, grinding of debris, removal of grindings) on Section 6, Observatory Mesa Natural Area, to Perkins Timber Harvesting LLC of Williams AZ.

RECESS

6:00 P.M. MEETING

RECONVENE

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).

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 ORAVITS |
| COUNCILMEMBER EVANS | COUNCILMEMBER OVERTON |
| | COUNCILMEMBER PUTZOVA |

12. PUBLIC PARTICIPATION

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

14. PUBLIC HEARING ITEMS

A. Public Hearing, Consideration and Possible Adoption of Resolution Nos. 2016-21 and 2016-13, and Ordinance No. 2016-22: Public hearing to consider proposed amendments to Flagstaff Zoning Code, Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps); consideration of Resolution No. 2016-13 declaring the proposed amendments as a public record; and adoption of Ordinance No. 2016-22, adopting amendments to Flagstaff Zoning Code Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps), by reference, and consideration of Resolution No. 2016-21 to adopt the Flagstaff Sign Free Zone

(Zoning Code Amendments - Sign Standards; adopting the Flagstaff Sign Free Zone)

RECOMMENDED ACTION:

At the May 17, 2016, Council Meeting:

- 1) Continue holding Public Hearing
- 2) Read Resolution No. 2016-21 by title only
- 3) City Clerk reads Resolution No. 2016-21 by title only (if approved above)
- 4) Adopt Resolution No. 2016-21
- 5) Read Resolution No. 2016-13 by title only
- 6) City Clerk reads Resolution No. 2016-13 by title only (if approved above)
- 7) Read Ordinance No. 2016-22 by title only for the first time
- 8) City Clerk reads Ordinance No. 2016-22 by title only (if approved above)

At the June 7, 2016, Council Meeting:

- 9) Adopt Resolution No. 2016-13
- 10) Read Ordinance No. 2016-22 by title only for the final time
- 11) City Clerk reads Ordinance No. 2016-22 by title only (if approved above)
- 12) Adopt Ordinance No. 2016-22

- B. Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-19 and Ordinance No. 2016-26:** Declaring the "2016 Amendments to City Code Title 7, Health and Sanitation, Chapter 7-04, Municipal Solid Waste Collection Service" a public record and adopting said revisions to Chapter 7-04 "Municipal Solid Waste Collection Service" of the City Code by reference.

RECOMMENDED ACTION:

At the May 17, 2016, Council Meeting

- 1) Open the Public Hearing
- 2) Read Resolution No. 2016-19 by title only
- 3) City Clerk reads Resolution No. 2016-19 by title only (if approved above)
- 4) Read Ordinance No. 2016-26 by title only for the first time
- 5) City Clerk reads Ordinance No. 2016-26 by title only (if approved above)

At the May 31, 2016, Council Meeting

- 6) Adopt Resolution No. 2016-19
- 7) Read Ordinance No. 2016-26 by title only for the final time
- 8) City Clerk reads Ordinance No. 2016-26 by title only (if approved above)
- 9) Adopt Ordinance No. 2016-26

15. REGULAR AGENDA

16. DISCUSSION ITEMS

A. Recap of the 2016 Legislative Session

B. Discussion of 2017 League Resolution Process and Recommendations

17. **FUTURE AGENDA ITEM REQUESTS**

After discussion and upon agreement by a majority of all 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 Mayor Nabours and Councilmember Evans to place on a future agenda a discussion on local preference in procurement and project delivery methods such as CMAR, Design/Build, Design/Bid/Build, etc.
- B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Nabours to place on a future agenda discussion on an Expedited Permit Process for Green-Standard Building.

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 _____, 2016.

Elizabeth A. Burke, MMC, City Clerk

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/04/2016
Meeting Date: 05/17/2016



TITLE:

Consideration and Action on Liquor License Application: Bryan Ledbetter, "Rilibertos Fresh Mexican Food", 3666 E. Route 66, Series 12 (restaurant), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. The property has been posted as required, and the Police, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is May 31, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on April 28, 2016. No written protests have been received to date.

Attachments: [Rilibertos - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 12 Description](#)
 [Rilibertos - PD Memo](#)
 [Rilibertos - Code Memo](#)
 [Rilibertos - Tax Memo](#)

OFFICE OF THE CITY CLERK

May 4, 2016

Rilibertos Fresh Mexican Food
Attn: Bryan Ledbetter
1131 E. Florence Blvd.
Casa Grande, AZ 85122

Dear Mr. Ledbetter:

Your application for a new Series 12 liquor license for Riliberto's Fresh Mexican Food at 3666 E. Route 66, was posted on April 28, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 17, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 17, 2016 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable

On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

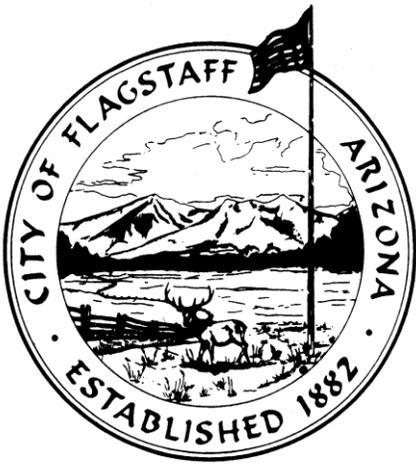
On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

Memo 16-041-01

MEMORANDUM

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright #704

DATE: May 2, 2016

SUBJ: LIQUOR LICENSE APPLICATION – SERIES 12- FOR “Rilibertos”

On May 2, 2016, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by Bryan Ledbetter (Agent), Bronson Ledbetter, and Brian Daelick (Controlling Persons) for a restaurant currently operating called Rilibertos. This is an application for a new series 12 license #12033398. Rilibertos is located at 3666 E. Route 66 in Flagstaff.

I conducted a query through local systems and public access on Bryan Ledbetter, Bronson Ledbetter, and Brian Daelick and no derogatory records were found. I could not locate any liquor violations for any of the applicants.

Bryan Ledbetter, Bronson Ledbetter, and Brian Daelick have completed the mandatory liquor law training course and provide proof. The application does not list a manager yet, however Brian Daelick indicated he would be present at the business for the day to day operations. I have been unable to contact Bryan as of the date this memo was submitted.

As a result of this investigation, a recommendation to Council would be for approval.



Planning and Development Services Memorandum

April 27, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Reggie Eccleston, Code Compliance Officer 

RE: Application for Liquor License #12033398
3666 E. Route 66 Flagstaff, Arizona 86004
Assessor's Parcel Number 113-23-011-T
Bryan Ledbetter on behalf of Rilibertos Fresh Mexican Food



This application is a request for a new, Series 12 Restaurant liquor license, by Bryan Ledbetter on behalf of Rilibertos Fresh Mexican Food. This restaurant is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.

Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk
From: Sandy Corder, Interim Revenue Director
Date: April 25, 2016
Re: Series 12 Liquor License – Riliberto's

I have reviewed the records for Triple B Taqueria, LLC, dba Riliberto's and I have no objection to approval of this liquor license.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/04/2016
Meeting Date: 05/17/2016



TITLE:

Consideration and Action on Liquor License Application: Mark Wagner, "Chevron", 357 W. Forest Meadows St., Series 10 (beer and wine store), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Chevron is an existing business that was recently sold and is under new management. The property has been posted as required, and the Police Department, Community Development, and Sales Tax divisions have reviewed the application with no concerns noted.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Key Considerations:

Because the application is for a new license, consideration may be given to both the applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is June 12, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community. We are not aware of any other relevant considerations.

Community Involvement:

The application was properly posted on April 28, 2016. No written protests have been received to date.

Attachments: [Chevron - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 10 Description](#)
 [Chevron - PD Memo](#)
 [Chevron - Code Memo](#)
 [Chevron - Tax Memo](#)

OFFICE OF THE CITY CLERK

May 4, 2016

Chevron
Attn: Mark Wagner
2295 E. Butler Ave
Flagstaff, AZ 86004

Dear Mr. Wagner:

Your application for a new Series 10 liquor license for Chevron at 357 W. Forest Meadows St., was posted on April 28, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 17, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 17, 2016 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 10 Beer and Wine Store License (Beer and wine only)

Non-transferable

Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

PURPOSE:

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

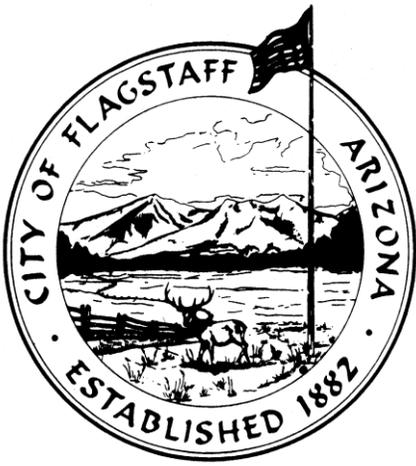
ADDITIONAL RIGHTS AND RESPONSIBILITIES:

A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of **DELIVERY**. The retailer must complete a Department approved "Record of Delivery" form for each spirituous liquor retail delivery.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

Memo 16-043-01

MEMORANDUM

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright #704

DATE: May 2, 2016

SUBJ: Series 10 Liquor License for Chevron

On May 2, 2016, I initiated an investigation into an application for a series 10 (beer and wine store). The application was filed by Agent/Controlling Person, Mark Wagner and Controlling Person Beverly Ann Wagner. The store is located at 357 W. Forest Meadow Street in Flagstaff. This is an application for a new license number 10033221. The previous series 10 license at this location will become void when this new license is approved. The new owners Mark and Beverly Wagner have recently purchased the business and now need the new license in their names.

A query through local systems and public access on Mark and Beverly Wagner showed no derogatory records. I spoke with Mark who confirmed the sale of the business. The business is located more than 300 feet from any church or school. Mark stated he has no pending or past liquor law violations and his current licenses for his other business are all in good standing. Mark advised they would be selling 40 oz. malt liquor.

As a result of this investigation, I can find no reason to oppose this series 10 liquor license. Recommendation to Council would be for approval.



Planning and Development Services Memorandum

April 28, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Reggie Eccleston, Code Compliance Officer 

RE: Application for Liquor License #10033221
357 W. Forest Meadows St., Flagstaff, Arizona 86001
Assessor's Parcel Number 103-32-003L
Mark David Wagner on behalf of Chevron



This application is a request for a new, Series 10 (Beer and Wine) liquor license, by Mark David Wagner on behalf of Chevron. This establishment is located within the Highway Commercial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

This liquor license is recommended for approval.

Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk

From: Sandy Corder, Interim Revenue Director

Date: April 25, 2016

Re: Series 10 Liquor License – Flagstaff Butler Chevron

I have reviewed the records for Flagstaff Butler Chevron, LLC, dba Forest Meadows Chevron and I have no objection to the approval of this liquor license.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, Deputy City Clerk
Date: 05/04/2016
Meeting Date: 05/17/2016



TITLE:

Consideration and Action on Liquor License Application: Evan Anderson, "Drinking Horn", 506 N. Grant St., Suite K, Series 13 (Farm Winery), New License.

RECOMMENDED ACTION:

Hold the Public Hearing; absent any valid concerns received from the public hearing, staff recommends the Council forward a recommendation for approval to the State.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 13 license is for a winery located in Arizona that produces at least 200 gallons but not more than 40,000 gallons of wine annually. The license has on and off-sale retail privileges and allows the holder to sell, deliver and serve wine produced on the premises for on and off-sale consumption and sampling. The property has been posted as required, and the Police and Sales Tax divisions have reviewed the application with no concerns noted. Community Development did note that the applicant has not yet received concept site plan approval for the establishment of this new use in the Light Industrial Zone as required by the Flagstaff Zoning Code; they recommend approval pending the site plan review.

Financial Impact:

There is no budgetary impact to the City of Flagstaff as this is a recommendation to the State.

Connection to Council Goal and/or Regional Plan:

Liquor licenses are a regulatory action and there is no Council goal that applies.

Has There Been Previous Council Decision on This:

Not applicable.

Options and Alternatives:

- 1) Table the item if additional information or time is needed.
- 2) Make no recommendation.
- 3) Forward the application to the State with a recommendation for approval.
- 4) Forward the application to the State with a recommendation for denial, stating the reasons for such recommendation.

Key Considerations:

Because the application is for a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is June 12, 2016.

Community Benefits and Considerations:

This business will contribute to the tax base of the community.

Community Involvement:

The application was properly posted on April 28, 2016. No written protests have been received to date.

-
- Attachments:** [Drinking Horn - Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 13 Description](#)
 [Drinking Horn - PD Memo](#)
 [Drinking Horn - Code Memo](#)
 [Drinking Horn - Tax Memo](#)

OFFICE OF THE CITY CLERK

May 4, 2016

Drinking Horn
Attn: Evan Anderson
506 N. Grant St., Suite K
Flagstaff, AZ 86004

Dear Mr. Anderson:

Your application for a new Series 13 liquor license for Drinking Horn at 506 N. Grant St., Suite K, was posted on April 28, 2016. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, May 17, 2016 which begins at 4:00 p.m.**

It is important that you or your representative attend this Council Meeting and be prepared to answer any questions that the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest that you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures.

The twenty-day posting period for your liquor license application is set to expire on May 17, 2016 and the application may be removed from the premises at that time.

If you have any questions, please feel free to call me at 928-213-2077.

Sincerely,

Stacy Saltzburg
Deputy City Clerk

Enclosure



City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 13 Farm Winery

Non-transferable

On- and Off-sale retail privileges

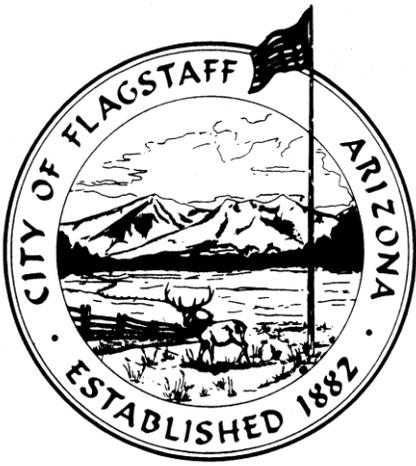
PURPOSE:

Allows the holder of an in-state domestic farm winery licensee to produce more than 200 gallons, but less than 40,000 gallons of wine during the 12-month reporting period (A.R.S. §205.04(B) and (C))

A farm winery that produces not more than 20,000 gallons of wine in a calendar year may make sales of wine produced on premises to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.04(C)(9)(a)-(g). Other than this exception, Internet sale of liquor is not permitted in the state of Arizona. A.R.S. §4-205.04(D)

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or at point of display. Arizona Farm Wineries must be kept an Employee Log of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities. All Domestic Farm Wineries licensed in Arizona may sell wine produced or manufactured on the premises for consumption on or off the premises, and may make sales and deliveries of wine to persons licensed to sell wine. May serve wine produced or manufactured on the premises for the purpose of sampling. Licensees must submit an Annual Production Report (the amount of wine manufactured) at the end of each fiscal year. If the total amount of wine manufactured exceeds the amount permitted by a Series 13 license, the licensee shall apply for and receive a Series 01 license (In-state Producer).



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

Memo 16-042-01

MEMORANDUM

TO: Chief Kevin Treadway

FROM: Sgt. Matt Wright #704

DATE: May 2, 2016

SUBJ: Liquor License application for Drinking Horn series 13

On May 2, 2016, I initiated an investigation into a liquor license application filed by Evan Anderson (agent/controlling person) and Kelly M Czarnecki (controlling person) the listed applicants for Drinking Horn. Drinking Horn is located at 506 N. Grant suite K, in Flagstaff. This is a series 13 "Farm Winery" license application for license number #13033005. A series 13 license is defined as:

In-state Farm Winery Application Kit - Series 13

An In-state Farm Winery is a winery located in Arizona that produces at least 200 gallons but not more than 40,000 gallons of wine annually. This non-transferable, In-state Farm Winery liquor license has on- and off-sale retail privileges and allows the holder to sell and deliver wine produced on the premises to businesses licensed to sell wine in and out-of-state, and to serve wine produced on the premises for on and off-sale consumption and for the purpose of sampling. A in-state farm winery that produces not more than 20,000 gallons of wine in a calendar year may make sales of wine produced on premises to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.04(C)(9)(a)-(g). These orders must be sent to an Arizona-licensed wholesaler, then to an Arizona-licensed retailer who will arrange delivery to the consumer. Other than this exception, Internet sale of liquor is not permitted in the state of Arizona. A.R.S. §4-205.04(D)

I conducted a query of local systems and public access on Evan Anderson and Kelly Czarnecki and no derogatory records were found. I spoke with Evan who indicated he and Kelly plan to produce "honey wine" for sale. Evan confirmed they have never received a liquor law violation as this is his first license.

Due to my findings recommendation to Council is for approval.



Planning and Development Services Memorandum

April 27, 2016

TO: Stacy Saltzburg, Deputy City Clerk

THROUGH: Roger E. Eastman, AICP, Comprehensive Planning and Code Administrator

FROM: Reggie Eccleston, Code Compliance Officer

RE: Application for Liquor License #13033005
506 N. Grant St., Suite K. Flagstaff, Arizona 86004
Assessor's Parcel Number 107-10-014A
Evan Anderson on behalf of Drinking Horn

This application is a request for a new, Series 13 (Farm Winery) liquor license, by Evan Anderson on behalf of Drinking Horn. This establishment is located within the Light Industrial district. This district does allow for this use.

There are no active Zoning Code violations associated with the applicant or the property at this time.

However, the applicant has not yet received concept site plan review approval for the establishment of this new use in the Light Industrial Zone as required by the Flagstaff Zoning Code.

This liquor license would be recommended for approval pending a site plan review by the City.

Liquor License Memo

To: Stacy Saltzberg, Deputy City Clerk
From: Sandy Corder, Interim Revenue Director
Date: April 25, 2016
Re: Series 13 Liquor License – Drinking Horn

I have reviewed the records for Drinking Horn, LLC and I have no objection to approval of this liquor license.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Damian Gallegos, Senior Procurement Specialist
- DG
Co-Submitter: Sandy Corder
Co-Submitter: Sandy Corder
Date: 03/30/2016
Meeting Date: 05/17/2016



TITLE:

Consideration and Approval of Cooperative Contract: PFM Asset Management, LLC Services
Contract No.2016-48

RECOMMENDED ACTION:

Approve a Cooperative Purchase Contract with PFM Asset Management Services, LLC utilizing the Arizona Board of Regents/University of Arizona RFP#3061422 and resulting contract for investment management services.

Executive Summary:

The City currently has approximately \$86 million in City funds invested by PFM Asset Management Services, LLC (PFM). The City's existing contract with PFM is expiring July 2016. In 2014 the Arizona Board of Regents/University of Arizona entered into a contract with PFM to provide Asset Management Services, which allows other cities to receive the same terms and conditions via a "cooperative purchase contract." The City's proposed cooperative purchase agreement with PFM will commence July 1, 2016 and continue through June 30, 2019.

Financial Impact:

The City will pay contractor the following fee:

- 10 basis points (0.10%) per year on the first \$25 million of assets under management
- 8 basis points (0.08%) per year on assets between \$25 million and \$50 million under management
- 7 basis points (0.07%) per year on assets between \$50 million and \$100 million under management
- 6 basis points (0.06%) per year on assets over \$100 million under management

This will equate to approximately \$70,200 during FY 2017 based on an estimated \$86 million investment portfolio for the City of Flagstaff.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS

1) Improve the economic quality of life for Flagstaff through economic diversification, and by fostering jobs and programs that grow wages and revenues

Has There Been Previous Council Decision on This:

No

Options and Alternatives:

If this cooperative purchase contract with the PFM is not approved, the City will explore other investment options, such as the following: (a) issue a request for proposals for investment firms; (b) directly manage City funds using City staff (additional staffing would be required); (c) invest funds through the Local Government Investment Pool; or (d) any combination of such options.

Background/History:

The City of Flagstaff has had a successful relationship with PFM. We began a contract with PFM for investment management in 2011 and the relationship has grown over the past 5 years. We continue to invest additional funds with PFM. In the last year alone, the City of Flagstaff has invested an additional 5 million dollars because of the returns received from PFM. The returns are greater than the average, measured against the ML Government Index (Merrill Lynch Indices provided by Bloomberg Financial Markets). We wish to continue using PFM's services for the next 3 years beginning July 1, 2016 and continuing through June 30, 2019.

Key Considerations:

A key consideration of hiring an investment manager is investment expertise and higher rate of return on investments versus managing investments internally. The City currently invests funds through the Local Government Investment Pool (LGIP), Certificate of Deposits (CDs) through Alliance Bank for community investments, and PFM. An investment manager will allow the City to invest in financial instruments allowed by the City's Investment Policy. Additionally the City has a great relationship with the PFM that extends over the past 5 years and have return on our investments.

Expanded Financial Considerations:

Since the inception of our contract in 2011 with PFM Group, the City of Flagstaff has realized a total return of .84% in comparison to the ML 1-5 Year Government Index of .81%, a Merrill Lynch index provided by Bloomberg Financial Markets. City Council receives a Quarterly Investment Report via a CCR. The Quarterly Investment Report includes further financial detail as to City investments.

The rates listed under Financial Impact are slightly higher than the City of Flagstaff negotiated with PFM five years ago when the original contract was negotiated, but the rates are in line with the current rates being offered for a municipality of the same size as the City of Flagstaff.

Community Benefits and Considerations:

The main benefit is that we are obtaining a .84% return on investments which means more money in the Flagstaff economy.

Community Involvement:

None

COOPERATIVE PURCHASE CONTRACT
PFM Asset Management Services
Contract No.2016-48

This Cooperative Purchase Contract is made and entered into this 1st day of July, 2016 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and PFM Asset Management LLC ("Contractor").

RECITALS:

- A. Contractor has a contract with Arizona Board of Regents/University of Arizona to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process;
- B. the City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract;

AGREEMENT:

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

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased: **Asset Management Services**
2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment. Payment to the Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract. Payment is monthly based on Agency Contract rates.
4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein: the University of Arizona RFP#3061422, and resulting contract and any amendments thereto. The Agency Contract documents may be located at the following website: <http://mesaaz.gov/about-us/advanced-components/search?q=2015006> and or may be set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance set forth in Exhibit C required by the Agency Contract.
1. Term. The services rendered pursuant to this Cooperative Purchase Contract shall commence on July 1, 2016 and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

2. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

SCOPE OF WORK

- Analyze the City's current portfolio and prepare recommendations for optimization. Consider applicable City and State of Arizona policies, as well as bond resolutions, for the portfolio with regard to fund and asset class objectives, risk tolerance and authorized investment restrictions and asset allocation guidelines.
- Prepare analyses and make recommendations on investment of the City's funds to include asset allocation, performance measurement and alternative investments.
- Perform quarterly reporting/evaluations of asset allocations, giving consideration to market conditions, asset class performance, benchmarks, actual and policy asset allocation, financial flows in and out of the funds and performance attributions.
- Assist in developing and implementing investment strategies that will enhance portfolio performance under current and anticipated changes in market conditions within the parameters of established investment guidelines, bond resolutions and cash flow needs.
- Make presentations to City staff to support recommendations relating to investment strategy. Assist in the implementation of approved investment strategies.
- Upon request, attend Audit Committee, Budget, Leadership or City Council meetings and present quarterly performance reports which shall include current information regarding the creditworthiness of investments in the portfolio, total return comparisons of the portfolio to an established index for the quarter and since inception; and market commentary and future outlook as it pertains to the City's portfolio.
- Review and evaluate money market and other cash investment accounts for policy compliance, quality and diversification, management experience and risk controls, and competitive yield in relation to expense ratios and service capabilities.
- Perform investment research and analysis.
- Provide recommendations in the annual review of the investment policy/guideline, procedures and processes for investment of the City's funds.
- Provide detailed monthly reports, in a format acceptable to the City.
- Assist in conducting informational meetings and presentations for the City, City Council, or other involved parties.
- Provide on-going support to the City, as required, in areas related to investing activities.
- Assist the City in planning investments to meet liquidity needs.
- Review and recommend changes to the City's Investment Policy.

Notices: All notices to City shall be sent to:

Senior Procurement Specialist: Damian Gallegos
Purchasing Department
211 W. Aspen Drive
Flagstaff, Arizona 86001
(928) 213-2279

Each party will designate an assigned contact person for communications related to the asset management services to be performed pursuant to this Contract.

Attach: Certificate of Insurance

EXHIBIT B
AGENCY CONTRACT

Investment Advisory Agreement dated July 1, 2014 (7 pages);

Rider to Investment Advisory Agreement (Consent to Future Constructive Assignment) dated July 2, 2014;

Amendment dated August 3, 2015 (3 pages);

The University of Arizona RFP#3061422 (30 pages).



Procurement and Contracting Services

Request for Proposals for Operating and Bond Funds Investment Management Services

**Please mark all proposal submission
Envelopes with the following information**

**Sealed RFP # L061422
Due on April 4th, 2014 no later than 2:00 P.M, MST**

TABLE OF CONTENTS
For
REQUEST FOR PROPOSALS NO. L061422

| <u>SECTION #</u> | <u>TITLE</u> |
|-------------------------|---|
| 1.0 | <u>Statement of Work</u> |
| 2.0 | <u>Definitions</u> |
| 3.0 | <u>General Information and Instructions to Proposers</u> |
| 4.0 | <u>Agreement Terms and Conditions</u> |
| 5.0 | <u>Scope of Work, Specifications, Technical Requirements</u> |
| 6.0 | <u>Certifications and Forms</u> (Vendor to complete and return with proposal) |



PROCUREMENT AND CONTRACTING SERVICES REQUEST FOR PROPOSALS, RFP #L061422

1.0 STATEMENT OF WORK

- 1.1 Summary.** The Arizona Board of Regents (ABOR), on behalf of the University of Arizona (UA), is soliciting proposals from interested vendors to furnish the University with Operating and Bond Funds Investment Management Services.

UA desires to contract for services from a firm registered with the Securities and Exchange Commission (SEC) under the Investment Adviser's Act of 1940 who will act in a fiduciary capacity and presents performance numbers in accordance with the CFA Institute's Global Investment Performance Standards "GIPS." The Investment advisor will be required to manage the funds in accordance with the laws of the State of Arizona, UA's Investment Policy, and other investment policies and procedures established by UA. Copies of the current investment policies can be found at <http://www.fso.arizona.edu/investments>.

The size of UA's Operating investment portfolio under consideration for this RFP is approximately \$100 million and Bond proceeds can range from \$50 to \$300 million.

UA encourages all prospective investment advisors to examine this RFP carefully. Qualified advisors, as defined below in 5.1, are requested to submit proposals to provide the services described in this RFP. UA expects its investment advisor to be highly experienced, a leader and innovator in the management of investments, and is able to provide comprehensive investment advisory and portfolio accounting services.

The firm selected as the investment advisor and its affiliates will be restricted from selling to UA, or buying from UA, any securities to or from that firm's own inventory or account. The investment advisor shall act solely in a fiduciary capacity and shall not receive any fee or compensation based upon the purchase or sale of securities but, rather, the investment advisor will be compensated pursuant to the provision of its contract with UA.

- 1.2 Coverage and Participation.** The intended coverage of this RFP and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Arizona (UA). The other State Universities, Arizona State University (ASU) and Northern Arizona University (NAU), along with Pima Community College (PCC) and any other educational institution or Governmental entity may access an Agreement resulting from this solicitation issued and administered by the UA.

2.0 DEFINITIONS

- 2.1 Agreement / Contract.** All types of agreements entered into by the Arizona Board of Regents, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. Meaning is interchangeable.
- 2.2 Customer.** Unless otherwise implied by the context of the specific provision within this RFP, "Customer" means a customer of the vendor, other than the University.
- 2.3 Contractor.** Same as Successful Vendor.
- 2.4 May, Should.** Indicates something that is not mandatory but permissible, recommended or desirable.
- 2.5 MST.** Mountain Standard Time. We **do not** observe Daylight Savings Time.
- 2.6 Must, Shall, Will.** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.
- 2.7 Proposal.** The entirety of the vendor's responses to each point of this RFP, including any and all supplemental offers or information not explicitly requested within this RFP.
- 2.8 Proprietary Information.** Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary or confidential.
- 2.9 Provider.** Same as Vendor.
- 2.10 Request for Proposals (RFP).** A competitive process under which discussions and negotiations are allowed, it is not to be confused with a Request for Bid (RFB), in which goods or services are precisely specified and price is substantially the only competitive factor. This RFP provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.
- 2.11 Respondent.** Same as Vendor.
- 2.12 Response.** Same as Proposal.
- 2.13 Responsible Vendor.** A person who has the capability, including necessary experience, to perform the contract requirements; who has the integrity and reliability which will ensure good faith performance and appropriate quality of the materials, services, construction or construction services, to be provided; and who is in compliance with any and all licensing requirements of the State of Arizona.
- 2.14 Responsive Vendor.** A person who submits a proposal which conforms in all material respects to the Request for Proposals.
- 2.15 Successful Vendor.** Any vendor selected by the University to receive a notice of award as a result of this RFP and to enter into a contract to provide the University with the products or services sought by this RFP.

- 2.16 Supplemental Agreement.** Any supplemental terms and conditions agreed to by the parties in writing taking precedence over all other documents governing the transaction.
- 2.17 Supplier.** Same as Vendor.
- 2.18 University.** Arizona Board of Regents (ABOR), a body corporate, for and on behalf of the University of Arizona, and the other institutions named in [Section 1.2](#) of this RFP document.
- 2.19 Vendor.** For purposes of this RFP, "Vendor" means any entity responding to this RFP with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
- 2.20 Vendor's Proposal.** Same as Proposal.
- 2.21 Vendor's Response.** Same as Proposal.

3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

- 3.1 Original RFP Document.** The Office of Procurement and Contracting Services shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.
- 3.2 University Demographics.** For information about the University of Arizona, please visit the University's Internet web page at: www.arizona.edu/. For specific demographic information, visit <http://oirps.arizona.edu/UAFactBook.asp>.
- 3.3 Schedule of Events.** The following is the tentative schedule that will apply to this RFP, but may change in accordance with the University's needs.
- 03-04-2014 Issuance of RFP**
03-14-2014 Technical Questions/Inquiries due no later than 12:00 PM/MST
04-04-2014 RFP is Due: Friday, April 4th, 2014, no later than 2:00 PM, MST
05-01-2014 Commence Service
- 3.4 Pre-Proposal Conference.** Not Applicable
- 3.5 Pre-Proposal Site Visit.** Not Applicable
- 3.6 Accommodations for People with Disabilities.** If the vendor or any of the vendor's employees participating in this RFP need, or have questions about the University's accommodations for people with disabilities, please make arrangements with Tom Fiebiger C.P.M. at telephone # 520-621-5933, facsimile # 520-621-5179, email address fiebiger@email.arizona.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.7 PROPOSAL PREPARATION INSTRUCTIONS

- 3.7.1 Vendor's Understanding of the RFP.** In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the University.
- 3.7.2 University Provides Information in Good Faith without Liability.** All information provided by the University in this RFP is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information, or for any claims attempted to be asserted therefrom.
- 3.7.3 Verbal versus Written Communication.** Verbal communication shall not be effective unless formally confirmed in writing by the specified University procurement official in charge of managing this RFP's process. In no case shall verbal communication override written communication.
- 3.7.4 Questions, Communications and Inquiries between the University and Vendors.** **All Vendor inquiries, questions and requests for clarification related to this RFP are to be directed, in writing** (email and facsimile are also acceptable), **ONLY** to the Buyer listed below. Once this RFP has been sent out, Vendors **are not to contact any University Department**, other than Procurement and Contracting Services, concerning this RFP, **or risk disqualification (see Section 3.7.1 above):**

For U.S. Mail – Only (Please note that all U.S. Mail, including Express Mail, is delivered to the University's Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):

The University of Arizona
Procurement and Contracting Services
PO Box 210300
Tucson, Arizona 85721
Attn: Tom Fiebiger C.P.M.

For other methods of delivery (e.g. FedEx, UPS, etc.):

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Tom Fiebiger C.P.M.

Phone Number: (520) 621-5933

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors, as they relate to this RFP.

Informal communications shall include but are not limited to requests from/to vendors or vendors' representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, **with the exception of the Purchasing Department**, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the Buyer named above, at any time.

Formal communications shall include but are not limited to the following.

- Questions concerning this RFP must be submitted in writing, and be received **no later than March 14th, 2014 at 12:00 P.M. MST.**
- Errors and omissions in this RFP and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this RFP. Vendors shall recommend to the University any enhancements in respect to this RFP, which might be in the University's best interests. These must be submitted in writing, and be received **no later than March 14th, 2014 at 12:00 P.M. MST.**
- Inquiries about technical interpretations must be submitted in writing, and be received **no later than March 14th, 2014 at 12:00 P.M. MST**
- Inquiries for clarifications / information that will **not** require addenda may be submitted verbally to the Buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

Informal communications shall cease on the date of distribution of this RFP and formal communications shall commence. On the date that the University notifies responding vendors of this RFP's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications may cease.

- 3.7.5 Addenda and the University's Response to Communications from Vendor.** The University will make a good-faith effort to provide a written response via addendum to our website to each question or request for clarification that requires addenda within five (5) University business days after March 14th, 2014.

All addenda will be posted to our web site only:

http://pacs.arizona.edu/RFP-BID_Opportunities

- ***Vendors who want the addenda supplied to them in another form must notify Tom Fiebiger C.P.M. of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.***

The University will not respond to any questions / requests for clarification that require addenda, if received by the University after March 14th, 2014.

3.7.6 Pricing and/or Revenue Proposal. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. The University may presume and hold as the vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. Vendor's pricing and/or revenue proposals may not be modified after the RFP Due date and time unless University at its sole discretion decides that future negotiations will only enhance the Vendor's offer to University. Should University decide that such negotiations would not be in University's best interests, pricing and revenue offer by Vendor at Due date and time may be considered by University as the Vendor's best and final offer. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this RFP. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this RFP. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this RFP. If the vendor responds with an "All-or-None" proposal, it shall be clearly and unambiguously marked as such.

3.7.7 Revisions to the RFP. The University may revise any part of this RFP for any reason by issuing addenda. **The University will communicate additional information and addenda to this RFP by posting them on our web site.**

http://pacs.arizona.edu/RFP-BID_Opportunities

- **Vendors that want the revisions supplied to them in another way must notify the Buyer listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this RFP.**

Vendors are responsible for the information contained in such addenda, whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this RFP. The University may determine whether an addendum will be considered as part of this RFP and/or as part of any resultant contract. **The University shall reject vendors' responses to addenda if such responses are received after the RFP Due date and time.**

3.7.8 Attention to Terms and Conditions. Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The successful Vendor is expected to enter into a form of agreement approved by the Arizona Board of Regents. The University agreement terms and conditions included in this RFP are intended to be incorporated into this

agreement. **Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.**

3.7.9 Required Signatures. The University may reject any vendor's response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

3.7.10 Proposal Organization. Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in [Section 5.0](#). **Vendors should ensure that their proposals include page numbers and are organized in a manner that will facilitate the University's evaluation of them. The University reserves the right to reject without prior notice and without liability of any kind or amount any proposal that it deems overly complex, disorganized, or difficult to evaluate.** The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.

- Original required sections from this RFP
- Any additional responses in corresponding sequence order
- Any additional supporting data

3.7.11 Collusion Prohibited. In connection with this RFP, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

3.7.12 Improper Business Relationships / Conflict of Interest Prohibited. In connection with this RFP, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

3.7.13 Corrections, Changes, and Providing Information on Forms within the RFP. Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this RFP.

3.7.14 Proposal Bond: Not Applicable

3.7.15 Performance and / or Payment Bonds: Not Applicable

3.7.16 Anti-Kickback. In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

3.8 PROPOSAL SUBMISSION AND SUBSEQUENT ACTION

Proposals must be delivered sealed; be received and be date / time stamped at the University's Procurement and Contracting Services office reception desk, which is located on the 5th floor of the University Services Annex Building, 220 W. 6th Street, Tucson, AZ 85701, no later than April 4th, 2014 at 2:00 P.M. MST.

Vendors, please be advised that it is *your sole responsibility* to ensure that your proposal is received as described in the paragraph above. The University shall not be responsible for any delay's that may occur.

Proposals must be **delivered sealed** to:

For U.S. Mail – Only (please note that all U.S. Mail, including Express Mail, is delivered to the University's Postal Services office and is then distributed to University Departments, including Procurement and Contracting Services, which may delay it by a day or more):

The University of Arizona
Procurement and Contracting Services
P.O. Box 210300
Tucson, Arizona 85721
Attn: Tom Fiebiger C.P.M.

For other methods of delivery (e.g. FedEx, UPS, etc.):

The University of Arizona
Procurement and Contracting Services
University Services Annex, Bldg. 300A
220 W. 6th Street, 5th Floor
Tucson, Arizona 85701
Attn: Tom Fiebiger C.P.M.

no later than April 4th, 2014 at 2:00 P.M. MST. The University shall not accept proposals received by facsimile or email. The University shall, at the specified Due date and time, accept all proposals that are otherwise in order. The University will allow interested parties to be present for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and **there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this RFP.** When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. **The University will hold unopened any proposals received after the Due date and time, and will not consider such proposals.** The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, the University may extend the Due date in order to determine why other vendors did not respond and to encourage other vendors to respond.

- 3.8.1 Proposal Costs.** The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor's agents, employees, assigns or others, whether related or not to the vendor.
- 3.8.2 Faxes and Emails Not Accepted.** The University shall not accept proposals received by fax or email.
- 3.8.3 Number of Proposal Copies to be Furnished.** Vendors are to submit one original marked "Original" and five (5) copies, marked "copy" in hardcopy form, along with a copy in electronic form, on a CD, flash drive or other removable storage device, in either Microsoft Word or as an Adobe PDF file.
- 3.8.4 Binding and Marking.** Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One," "Copy One of Proposal One," "Original of Proposal Two," "Copy One of Proposal Two;" and so on.
- 3.8.5 Marking of Envelopes.** Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

Sealed RFP #L061422

Due Date and time: April 4th, 2014 at 2:00 P.M. MST.

Attn: Tom Fiebiger C.P.M.

- 3.8.6 Withdrawal of RFP.** Vendors may withdraw their proposals any time prior to the RFP Due date and time. Vendors may request to withdraw their proposals after the RFP Due date and any time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future RFP's to such vendors.
- 3.8.7 University's Right to Use Vendor's Ideas / Proprietary Information.** If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

The University shall have the right to use any ideas that are contained in any proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is enclosed in a separate envelope from the proposal and clearly designated and conspicuously labeled as proprietary, and the University concurs

that the information is proprietary. **The envelope must also contain the reason(s) why the enclosed material is to be considered proprietary.** Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. **Pricing information cannot be considered proprietary or confidential.** The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **At no time will the entire proposal be considered proprietary and be kept confidential.**

3.9 EVALUATION PROCESS AND AWARD

3.9.1 Contractual Intent / Right to Terminate and Recommence RFP Process. The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

3.9.2 Effective Period of Proposals. Under this RFP, the University shall hold that vendors' responses to this RFP shall remain in effect for a period of ninety (90) days following the Due date, in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The University may accept or reject such proposed alternatives without further notification or explanation.

3.9.3 Proposal Acceptance/Rejection. The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the Due date and time.

3.9.4 Errors and Omissions in Vendors Proposals. The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

3.9.5 Determination of and Information Concerning Vendor's Qualifications. The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this RFP. The University may request from vendors information it deems necessary to evaluate such vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor's proposal for which such information has been requested but which the vendor has not provided. Such information may include but is not limited to:

- Financial resources

- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the RFP
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

3.9.6 Apparently Conflicting Information Obtained by Vendor. The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor's risks or obligations under a contract resulting from this RFP.

3.9.7 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions. Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this RFP.

3.9.8 Method of Award. Each response to this RFP will be reviewed for its overall competence, compliance, format, and organization. Proposals which the University deems overly complex, disorganized, or difficult to evaluate may be rejected in accordance with [Section 3.7.10](#) of this RFP. The award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Arizona, taking into consideration the following evaluation criteria listed in the relative descending order of importance. Pricing must be a criterion. However, the University is under no obligation whatsoever to select, as most responsive the proposal that demonstrates the lowest pricing.

Evaluation Criteria

- **Qualifications / Experience**
- **Philosophy / Approach**
- **Pricing**
- **General Quality & Adequacy of Response**

The contract will consist of the University's RFP, the proposal with any and all revisions, award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.

3.9.9 Selection, Negotiation, Additional Information. Although the University reserves the right to negotiate with any vendor or vendors to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive and responsible vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that *any proposal is a best-and-final offer*.

- 3.9.10 Pre-Award Presentations.** The University reserves the right to require presentations from the highest ranked vendors, in which they may be asked to provide information in addition to that provided in their proposals.
- 3.9.11 Pre-Award Negotiations.** The University reserves the right to negotiate prior to award with the highest ranked vendors for purposes of addressing the matters set forth in the following list, which may not be exhaustive.
- Resolving minor differences and scrivener's errors
 - Clarifying necessary details and responsibilities
 - Emphasizing important issues and points
 - Receiving assurances from vendors
 - Obtaining the lowest and best pricing and/or revenue agreement
- 3.9.12 Notification of Non-selection.** The University reserves the right not to notify vendors whose RFP responses are not selected for further consideration or notice of award. If the University decides to notify such vendors in writing, it will send the notifications to the address indicated in each such vendor's proposal. Once the award has been finalized, a notice of award may be posted on our [website](#).
- 3.9.13 Vendor's Need to Use Proprietary Rights of the University.** All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor's performance under any contract resulting from this RFP.
- 3.9.14 Public Record.** After the award and execution of a contract resulting from this RFP, vendors' proposals become public record and are available for review during the University's regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. If the vendor needs to submit proprietary information with the proposal, the vendor **shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. The envelope must also contain the reason(s) why the enclosed material is to be considered proprietary.** At no time shall the entire proposal be considered proprietary and be kept confidential. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know or could not have reasonably known that such information was proprietary. **Pricing information cannot be considered proprietary or confidential.**
- 3.9.15 Certification.** By signature on the "Proposal Certification" form included herein, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest

in any Agreement subsequent to this RFP. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. **In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Supplemental Agreement; Request for Proposals; Proposal.**

- 4.1 **Actions of Successful Vendor.** The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.
- 4.2 **Advertising.** The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.
- 4.3 **Americans With Disabilities Act.** The Successful Vendor shall comply with all applicable provisions of the Americans With Disabilities Act and applicable federal regulations under the act.
- 4.4 **Conflict of Interest.** Pursuant to the provisions of Arizona Revised Statute § 38-511, the Arizona Board of Regents may, within three years after its execution, cancel the Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 4.5 **Drug Free Workplace.** The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

- 4.6 Equal Opportunity.** The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.4.41 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to the Agreement unless the Agreement is exempted under the rules, regulations or orders of the U.S. Secretary of Labor.
- 4.7 Federal, State, and Local Taxes, Licenses and Permits.** Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. The Successful Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.
- 4.8 Inspection and Audit.** Pursuant to the provisions of Arizona Revised Statute § 35-214, all books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, The University of Arizona or the Auditor General of the State of Arizona, or their agents for five (5) years after completion or termination of the Agreement.
- 4.9 Liens.** Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.
- 4.10 Modifications.** The Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.
- 4.11 Non-Discrimination.** The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.
- 4.12 Sales and Use Tax.** The Successful Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor or any subcontractors to comply with the provisions of any and all said laws. The University is not exempt from state sales and use tax, except for equipment purchased for research or development. Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order as issued by the University.
- 4.13 Sexual Harassment.** Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a

term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

- 4.14 Small Business Utilization Program.** The University is committed to its Small Business Utilization Program and to the development of Small Business. If subcontracting is necessary, the Successful Vendor will make every effort to use Small Businesses in the performance of the Agreement.
- 4.15 Smoking Policy.** All facilities of Arizona are smoke free. Smoking is not permitted inside University buildings or within 25 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.
- 4.16 Sudan and Iran Scrutinized Business.** Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Contractor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12), respectively.
- 4.17 Administrative (Legal) Remedies.** The Arizona Board of Regents has promulgated [Administrative \(Legal\) Remedies](#) for alleged breaches or disputes arising from the Agreement. These remedies are exclusive and must be exhausted before the filing of any legal action.
- 4.18 Assignment-Delegation.** No right or interest in the Agreement shall be assigned or delegation of any obligation made by Successful Vendor without the written permission of the University. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 4.19 Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.
- 4.20 Date for Reckoning Prompt-Payment Discount.** For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.
- 4.21 Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
- 4.22 Indemnification / Hold Harmless.** The Successful Vendor shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (“Indemnitees”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of [breach](#), or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by,

arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Successful Vendor and/or its subcontractors of claims under similar such laws and obligations. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

4.23 Insurance Requirements. Without limiting any liabilities or any other obligations of Successful Vendor, the Successful Vendor shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and insurers acceptable to the University until all obligations under the Agreement are satisfied.

- Commercial General Liability insurance with a minimum combined single limit of TWO MILLION DOLLARS (\$2,000,000) each occurrence.
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.

The insurance policies required in the two statements above shall be endorsed to name the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that the insurance afforded the Successful Vendor shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by Successful Vendor.

- If applicable, Workmen's Compensation insurance to cover requirements imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of Agreement, and Employer's Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits are in full force and effect.

4.24 Additional Insurance Requirements (Consultants, Lawyers, Architects and Engineers Agreements): Not Applicable.

4.25 Additional Insurance Requirements (Medical Services Agreement): Not Applicable

4.26 Intellectual Property. It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this Request for Proposals belongs solely and exclusively to the Arizona Board of Regents on behalf of the University of Arizona. Documents/drawings used in this proposal belong to the Arizona Board of Regents on behalf of the University of Arizona and/or are being used with permission. Intellectual property as used herein, means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints. It is also understood and agreed that anything

created as a result of an award of this proposal is considered a work for hire under the U.S. copyright laws and as such, the Arizona Board of Regents on behalf of the University of Arizona will own the copyright.

- 4.27 Labor Disputes.** Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.
- 4.28 Laws and Regulations.** Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.
- 4.29 No Waiver of Right by the University.** No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement
- 4.30 Performance and / or Payment Bonds: Not Applicable.**
- 4.31 Parking.** The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact [Parking and Transportation Services](#) located at 1117 E. Sixth St., Tucson AZ 85721-0181.
- 4.32 Payment Terms.** Payments by the University shall be subject to the provision of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days.
- 4.33 Price Adjustment.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.
- 4.34 Prior Course of Dealings.** No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of any agreement resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.
- 4.35 Referencing of Orders.** For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

- 4.36 Remedies and Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in the appropriate courts in Arizona.
- 4.37 Right of Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within ten calendar (10) days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 4.38 Right of Offset.** The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement, or any other debt owing the University, including expenses, costs and damages described in the termination provisions contained herein.
- 4.39 Termination**
- 4.39.1 Convenience.** The University reserves the right to terminate the Agreement in whole or in part at any time when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision.
- 4.39.2 Default.** The University reserves the right to terminate the Agreement in whole or in part due to the failure of the Successful Vendor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The University shall provide written notice of the termination and the reasons for it to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and be delivered to the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any Excess Costs incurred by the University in re-procuring the materials or services.
- 4.39.3 Gratuities.** The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities, in the form of entertainment, gifts or other, were offered or given by the Successful Vendor, or any agent or representative of the Successful Vendor, to any officer or employee of

the University with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

4.39.4 Insolvency. The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Successful Vendor and not discharged within thirty (30) days; or if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Successful Vendor or its business.

4.39.5 Lack of Funding. The Agreement may be canceled without further obligation on the part of the Arizona Board of Regents and the University of Arizona in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the Board or the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

4.39.6 Stop Work Order. The University may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of ninety (90) days after the order is delivered to the Successful Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

4.39.7 Suspension or Debarment. The University may by written notice to the Successful Vendor immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

4.40 Continuation of Performance through Termination. The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

4.41 Confidentiality. The parties shall comply with 20 USC Section 1232(g), the Buckley Amendment to the Family Educational Right and Privacy Act of 1974. Therefore, Vendor shall not be entitled to receive Employee or Student information directly from University, other than public information available in University directories which is not protected by federal or state privacy or confidentiality statutes or regulations. Vendor may solicit Employee and Student information directly from Employees and Students subject to prior disclosures by Vendor of all intended uses of such information. Regardless of the Employee or Student personal information, even if such information is publicly available via directories, Vendor shall under no circumstances sell, duplicate, market, or give to any person or persons, entities or other companies a list or other personal information of any or all Employees or Students. All identities and personal information Employees and Students shall remain confidential. And disclosure by Vendor occurring without the express prior written consent of the Employee or Student shall result in the immediate termination of this agreement.

Include the following provision in proposals and agreements involving vendors with access to University of Arizona credit cardholder data or sensitive authentication data, as defined by the Payment Card Industry Data Security Standard (PCI DSS).

4.42 PCI DSS AND PABP COMPLIANCE. Contractor represents and warrants that any application, system and/or service it provides to The University of Arizona to interface, store, process or transmit sensitive cardholder data will meet the all applicable Payment Card Industry- Data Security Standards (PCI-DSS) for Service Providers, Payment Application Data Security Standard (PA-DSS) and/or Payment Application Best Practices (PABP). Furthermore that Contractor must certify at time of contract/agreement to be in compliance by providing validation either by appearing on the VISA Certified Service Provider List (CISP), Payment Card Industry Security Standards Council Validated Payment Applications list providing a completed and signed Attestation of Compliance, or a letter of compliance signed by a PCI approved Quality Security Assessor (QSA). Any change in Contractor's certification requires prompt written notification to The University of Arizona.

Contractor agrees to continue to meet all applicable PCI Security Standards Council requirements and to validate compliance annually by providing validation by appearing on the VISA Certified Service Provider List (CISP), Payment Card Industry Security Standards Council Validated Payment Applications list, a completed and signed Attestation of Compliance, or a letter of compliance signed by a PCI approved Quality Security Assessor (QSA). If requested by the University's Assessor, Contractor agrees to provide any other supporting documents such as Approved Scan Verification (ASV) external scan results and completed SAQ D. Contractor agrees to indemnify the University for any breach of its cardholder data attributed to the application, system or service provided by the Contractor.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

5.1 Minimum Qualification. To be considered by University of Arizona, proposing investment advisors must:

- Currently manage at least \$2 billion of domestic fixed income assets for public entities. Assets for which periodic (daily, monthly or quarterly) advice is provided should be excluded from the calculation of funds under management.
- Manage a minimum of 10 portfolios comprising local agency assets and at least 1 within the state of Arizona.
- Be familiar with all applicable AZ Statutes with regard to qualified investments for public entities.
- Be registered with the Securities and Exchange Commission under the Investment Advisor's Act of 1940.
- Be financially solvent and appropriately capitalized to be able to provide service for the duration of the contract.
- Have Errors & Omissions insurance coverage of at least \$10 million.
- Adhere to the Code of Professional and Ethical Standards as described by the CFA Institute.

Please clarify that your firm meets all of the above requirements.

5.2 Scope. Specific responsibilities of the selected investment manager will include, but are not limited to, the following:

- A. Manage on a daily basis UA's separate investment portfolios pursuant to the specific, stated investment objectives. Accounts will include both operating funds and bond proceeds. Place all orders for the purchase and sale of securities, communicate settlement information to UA's staff and coordinate security settlement.
- B. Serve as a general resource to UA's staff for information, advice and training regarding fixed income securities and investments.
- C. Work with UA staff to understand cash flow projections to ensure that the investment strategy is consistent with UA's liquidity requirements.
- D. Provide monthly statements with all the information required by Arizona Revised Statutes, UA's Investment Policy, and GASB. These reports must include a mark-to-market valuation. The selected investment manager must maintain accurate reports of investments including the diversity of investments and compliance with applicable investment policies of UA and State statutes.

- E. Provide quarterly investment reports including a description of market conditions, investment strategies employed performance and suggested changes to investment strategy. The performance numbers shall be presented as required by the CFA Institute's "GIPS."
- F. The investment advisors WILL NOT provide custodial services or security safekeeping.

5.3 Qualifications / Experience.

A. Firm Background

1. Describe the organization, date founded and ownership of your firm. Specify the number of years your organization has been providing investment management services.
2. Identify the types of accounts primarily sought by your firm.
3. Describe the experience of the firm in serving as investment advisor for higher education and other public entities.
4. Is your firm a registered investment advisor under the Investment Advisor's Act of 1940? Please attach Part II of your most recent Form ADV.
5. Does your firm, or any of its subsidiaries, act as a broker or primary securities dealer? Other than direct fees paid by clients, does your firm receive any other form of additional compensation (including soft dollars) for client transactions?
6. Discuss your firm's assessment of the current market outlook and how your firm plans to provide superior performance for clients in the years ahead.
7. Describe any SEC, FINRA or any other regulatory censure or litigation involving your firm during the past ten years.
8. State the amount of fidelity bond coverage, errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverage your firm carries. Provide a Certificate of Insurance.
9. Does your firm adhere to the Code of Professional and Ethical Standards as described by the CFA Institute?

B. Personnel

1. Identify the size of the firm's staff commitment to the public sector.
2. Describe your proposed project team; include the role they will play, title and years at firm. Identify the primary portfolio manager and client contacts assigned to UA's portfolio. How do you provide back up if the primary contact person is unavailable?

3. Provide summary biographies and/or resumes of individuals who would be providing advisory services to the UA, including number of years at your firm and professional designations and/or licenses.
4. Have any of the above personnel ever been investigated for alleged improper, fraudulent, or unfair activities related to the sale of securities? If so, provide details.
5. What efforts does your firm make to keep its investment professionals informed of developments relevant to government investment managers?
6. Describe your firm's compensation policies for investment professionals.

C. Assets Under Management

1. Provide the total dollar amount and percentage managed (exclude accounts for which your services is providing periodic oversight or advice) for each of the following categories: public agency (excluding retirement funds), corporations, and other.
2. For portfolios whose durations exceed one year, provide the percentage of assets under management for your latest reporting period using the table below.

| | |
|---|-------|
| U.S. Treasury securities | _____ |
| Federal Agency obligations | _____ |
| Corporate securities rated AAA-AA | _____ |
| Corporate securities rated A | _____ |
| Corporate securities rated BBB or lower | _____ |
| Other | _____ |

3. Has your firm purchased or held any corporate security within the past 10 years, that was subsequently downgraded during the period while it was held to below the minimum credit rating standards required for purchase under the Arizona Revised Statutes?
4. If yes, please list the security(ies), its lowest rating while held by a client, and your firm's recommendation to the client for addressing the downgrade.

5.4 Philosophy / Approach

1. Please describe the maturity concentration, quality and sectors of current accounts similar to UA's.
2. What are the primary strategies for adding value to portfolios (e.g., market timing, credit research, trading)?
3. Describe the process you would recommend for establishing the investment objectives and constraints for this account.
4. Describe the types of investment research utilized by your firm. Describe your firm's in-house technical and research capabilities. Are outside sources used by the firm on a regular basis?

5. Describe your credit review process. Does your firm assign credit research to specialists? What percentage of research is conducted in-house?
6. Discuss your prognosis of interest rates (both short- and long-term) over the next two years and the investment strategy you would currently recommend for the UA over the next two years.

A. Portfolio Management

1. How frequently are you willing to meet with us?
2. Describe procedures used to ensure that portfolios comply with client investment objectives, policies and bond resolutions.
3. Describe the process you would go through to identify appropriate benchmarks for the portfolio. Based on your experience, what performance benchmark would you suggest for the UA's portfolio given the current policy requirements?
4. Provide performance composite data with comparative industry data for the last year, five years, and ten-year period. Provide information about the composition and duration of the composite data used, including the number of portfolios making up the composite. The composite should be prepared and presented in compliance with the CFA Institute's Global Investment Performance Standards (GIPS®).

B. Reporting

1. Describe the investment accounting and reporting system used, including your online reporting capability.
2. Describe your firm's knowledge of and ability to assist in the compliance with GASB 31 and 40.
3. Describe the frequency and format of reports you would provide to UA staff. Attach a sample.
4. Please describe how you typically report performance.
5. Are you willing to develop reporting procedures in line with our needs and objectives (i.e., monthly, so as to conform with State reporting requirements to management and governing bodies)?

5.5 Fees

1. Describe the proposed compensation for services as a fee calculated based upon the dollar value of assets managed.
2. Identify any expenses that would not be covered through this fee agreement and would be required in order to implement the program.

5.6 Other Considerations

References. List five (5) clients that are most similar to the University for operating fund investment management. Also list five (5) clients that are most similar to the University for bond funds investment management. For each client listed, include the following:

- A. Name of government entity.
 - B. Dollar amount of funds presently under management.
 - C. Number of years that client has been with your firm.
 - D. Investment approach, e.g., following of prescribed index and the index(es) followed.
 - E. Contact person, name, position title, phone number, and email address (if available).
1. Describe any other services that the firm believes may be of value to the UA.
 2. Describe the aspects of your firm that distinguishes it from competitors.

5.4 Term of Agreement. The term of the Agreement resulting from this RFP shall be from the date of award through **05/01/2019, with the option to renew for two (2) additional one (1) year periods** upon mutual agreement of both parties.

6.0 CERTIFICATIONS AND FORMS (Vendor to complete and return with proposal)

6.1 Certification of Proposal

6.2 Legal Workers Certification

6.1 Certification of Proposal (vendor to complete and return with proposal)

Explanation. This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying provisions contained herein.

Action. Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposals # L061422 issued by the University of Arizona. The undersigned, as a duly authorized officer, hereby certifies that _____ (Vendor Name), located at _____(address), agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposals (RFP) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety-(90) calendar days as of the Due Date for responses to the RFP.

The undersigned certifies that to the best of his/her knowledge: (check one)

There is no officer or employee of the University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this proposal.

The names of any and all public officers or employees of the University of Arizona who have, or who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) IS **or** IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The Undersigned further certifies that your business (check the appropriate areas) does **or** does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please “CHECK” one of the following: Small Business Small Disadvantaged Small Business Women-Owned Women-Owned Disadvantaged Veteran owned HUB Zone Disabled Veteran Owned Alaska Native Corp. Historically Black Colleges and Universities and Minority Institutions

Arizona Small Business (has less than 100 fulltime employees, including employees employed in any subsidiary or affiliated corporation) please “CHECK one of the following: AZ. Small Business AZ. Women Owned AZ Disadvantaged AZ Disadvantaged Women-owned.

The undersigned further certifies that as a duly authorized officer, is authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposals.

Name: _____ Title: _____

Signature: _____ Date: _____ Email: _____

Telephone #: _____ Facsimile #: _____ F.E.I.N: _____

6.2 LEGAL WORKER CERTIFICATION

Date: _____

Procurement and Contracting Services
University of Arizona
PO Box 210300 Tucson, AZ 85721-0300

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor(s) under any Contract resulting from this solicitation shall be deemed a material breach of the Contract and is grounds for penalties, including termination of the Contract by the University. The University retains the right to inspect the records of the below entity, subcontractor(s) and employee(s) who perform work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor(s) who perform work under the Contract, to ensure that the below entity and each subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with such programs.

(Firm)

(Address)

(Signature Required)

(Phone)

(Print Name)

(Fax)

(Print Title)

(Federal Taxpayer ID Number)

(November 3, 2009)

**AMENDMENT TO
INVESTMENT ADVISORY AGREEMENT**

THIS AMENDMENT TO INVESTMENT ADVISORY AGREEMENT made as of August 3rd, 2015 (the "Amendment") is entered into between THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF THE UNIVERSITY OF ARIZONA, a public agency (hereinafter the "Client"), with offices in Tucson, Arizona and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Chandler, Arizona (hereinafter the "Advisor").

WHEREAS, the Client and the Advisor entered into an Investment Advisory Agreement dated as of July 1, 2014 ("Original Agreement"), whereunder the Client engaged the Advisor to manage certain funds (the "Initial Funds") in a fixed income strategy (the "Fixed Income Funds"); and

WHEREAS, the Client has additional funds available (the "Additional Funds", and together with the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor, the "Managed Funds") for which it intends to engage the Advisor to conduct an investment program in one or more investment funds that are invested in other classes of assets or investments which may include equities ("Multi-Asset Class Managed Funds" or "MACM Funds"); and

WHEREAS, the Client desires to amend the Original Agreement to provide for the engagement of the Advisor to undertake certain additional duties and responsibilities and to perform certain services as investment advisor on behalf of the Client, including provision for the investment of the MACM Funds, as provided herein; and

WHEREAS, the Original Agreement, as amended by this Amendment, is referred to herein as the "Agreement";

NOW, THEREFORE, the Client and the Advisor, in consideration of the premises and mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. Section 1 of the Original Agreement is hereby amended and restated in its entirety to provide as follows:

1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Managed Funds, and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. The Advisor will determine the appropriate asset allocation of investments for the Managed Funds (the "Investment Strategy") on the basis of information provided by the Client or other service providers, including the anticipated amounts of cash required with respect to the Managed Funds for distributions and other expenses, and the appropriate risk tolerance for the Managed Funds based upon the cash needs with respect to the Managed Funds, and the Client's resources. The Advisor will then execute the Investment Strategy by buying and selling fixed income securities and shares of the investment funds. Upon the assignment of the Additional Funds to the Advisor for investment supervision, the Managed Funds shall be invested in fixed income securities and in investment funds in specified proportions.

The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. As applicable, the Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent of the Client to give instructions to the depository designated by the Client as its custodian (the "Custodian") for the Managed Funds as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers.

The Custodian shall have custody of cash, assets and securities of the Managed Funds. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets in the Managed Funds and shall have no responsibility in connection therewith.

Authorized investments shall include only those investments which are currently authorized by the Client's written investment policy (the "Investment Policy") for the Managed Funds as provided by the Client to the Advisor, and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Client has provided the Advisor with a copy of its Investment Policy, and agrees that it shall promptly

deliver to the Advisor any amendments or modifications to or replacements of its Investment Policy. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Client's Managed Funds and in the absence of such instructions will engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

The Advisor will reassess and may alter the Investment Strategy asset allocation at least annually and "rebalance" the fixed income investments and investment funds at least annually to maintain the ratios of the Investment Strategy and will consult with the Client at least annually to determine whether there are reasons to revise the Investment Strategy. The Advisor will conduct a review at least annually of the performance of the fixed income investments and the investment funds in which the Managed Funds are invested, and, in its judgment, will add to or reduce allocations to fixed income investments and to each investment fund and will add or delete fixed income investments and investment funds (within the parameters of the Investment Strategy). The Advisor will promptly advise the Client in writing of any revision of the Investment Strategy and will periodically advise the Client of any additions or deletions from the fixed income investments and investment funds in which the Managed Funds are invested.

2. Subsection 2(a) of the Original Agreement is hereby amended and restated in its entirety to provide as follows:

2. COMPENSATION.

(a) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management constituting Fixed Income Funds and net assets constituting MACM Funds under management according to the schedule below. For purposes of this section, (i) "daily net assets" means, with respect to the Fixed Income Funds, the amortized value of securities, accrued interest and cash or money market fund balance, and (ii) "net assets" means, with respect to the MACM Funds, the net market value of all cash and investments assets as of the end of the most recent month.

Fixed Income Funds

10 basis points (0.10%) per year on the first \$25 million of assets under management
8 basis points (0.08%) per year on assets between \$25 million and \$50 million under mgmt
7 basis points (0.07%) per year on assets between \$50 million and \$100 million under mgmt
6 basis points (0.06%) per year on assets over \$100 million under management

MACM Funds

| | |
|---------------------------------------|-------|
| First \$5 million in net assets..... | 0.50% |
| Next \$5 million in net assets..... | 0.40% |
| Next \$10 million in net assets..... | 0.30% |
| Assets in excess of \$20 million..... | 0.25% |

(b) The Advisor will bill the Client monthly for service performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. The Client shall pay to the Advisor the amount payable pursuant to this Agreement not later than on the 15th day of the month following the month during which the Advisor's statement was rendered.

(c) Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in a money market mutual fund or local government investment pool managed by the Advisor (either, a "Pool"), or in individual securities or investment funds. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(d) If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

3. Except as provided herein, all provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized representatives as of the date set forth in the first paragraph of this Amendment.

PFM ASSET MANAGEMENT LLC

By: 

Name: Lauren Brant

Title: Managing Director

THE BOARD OF REGENTS ON BEHALF OF
THE UNIVERSITY OF ARIZONA

By: 

Name: TOM FIEFIGER

Title: PURCHASING MANAGER

INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT, entered into as of the 1st day of July, 2014 by and between THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF THE UNIVERSITY OF ARIZONA, a public agency (hereinafter the "Client"), and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Phoenix, Arizona (hereinafter the "Advisor").

WITNESSETH

WHEREAS, the Client has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and

WHEREAS, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Client, as provided herein; and

WHEREAS, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agreed as follows:

1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. The Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's

account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent of the Client to give instructions to the custodian designated by the Client (the "Custodian") as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers. The Custodian shall have custody of cash, assets and securities of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Client and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

2. COMPENSATION/FEE SCHEDULE.

(a) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management according to the schedule below:

- 10 basis points (0.10%) per year on the first \$25 million of assets under management
- 8 basis points (0.08%) per year on assets between \$25 million and \$50 million under mgmt
- 7 basis points (0.07%) per year on assets between \$50 million and \$100 million under mgmt
- 6 basis points (0.06%) per year on assets over \$100 million under management

(b) The Advisor will bill the Client monthly for service performed under this Agreement, based on the average assets under management for the month, said bill to include a statement indicating the basis upon which the fee was calculated. The Client shall pay to the Advisor the amount payable pursuant to this Agreement not later than on the 15th day of the month following the month during which the Advisor's statement was rendered.

(c) Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in a money market mutual fund or local government investment pool managed by the Advisor (either, a "Pool"), or in individual securities. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(d) If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

3. EXPENSES.

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Funds.

(b) Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of the Custodian.

4. REGISTERED ADVISOR; DUTY OF CARE.

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940, as amended. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

5. ADVISOR'S OTHER CLIENTS.

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

6. TERM.

The term of the award is from July 1st, 2014 – May 1st, 2019, with the option to renew for up to two (2) additional years in one (1) year increments upon mutual agreement of both parties. This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client, or at any time after one year upon thirty (30) days' written notice to the Client.

7. FORCE MAJEURE.

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

8. DISCIPLINARY ACTIONS.

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

9. INDEPENDENT CONTRACTOR.

The Advisor, its employees, officers and representatives shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

10. BOOKS.

The Advisor shall maintain records of all transactions in the Client's Managed Funds. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client.

11. THE ADVISOR'S BROCHURE AND BROCHURE SUPPLEMENT.

The Advisor warrants that it has delivered to the Client prior to the execution of this Agreement the Advisor's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Client acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

12. MODIFICATION.

This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

13. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding on the Advisor and its successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the consent of the Client.

14. NOTICE.

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address

The University of Arizona
FSO-Financial Management
1303 E. University Blvd.
POB 4
Tucson, Arizona 85719
Attn: Steve Kelly

Advisor's Address
PFM Asset Management LLC
1820 E. Ray Road
Chandler, AZ 85225
Attn: Lauren Brant

With copy to:
PFM Asset Management LLC
Two Logan Square, Suite 1600
18th & Arch Streets
Philadelphia, PA 19103-2770
Attn: Controller

15. APPLICABLE LAW.

This Agreement shall be construed, enforced, and administered according to the laws of the State of Arizona. The Advisor and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

16. EXECUTION AND SEVERABILITY.

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

17. RFP DOCUMENT L061422.

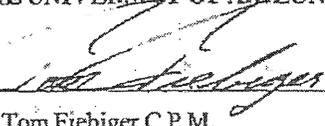
The terms and conditions of the above-referenced RFP document issued by the Client, the Advisor's submittal, along with any addenda and clarifications are included in this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

PFM ASSET MANAGEMENT LLC

By: 
Name: Lauren Brant
Title: Managing Director
Date: 07/21/14

**THE BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA**

By: 
Name: Tom Fiebiger C.P.M.
Title: Purchasing Manager
Date: 07/21/14

Rider to Investment Advisory Agreement (Consent to Future Constructive Assignment)

PFM Asset Management LLC ("PFMAM") is very pleased that you have engaged PFMAM to serve as your investment advisor pursuant to the attached investment advisory agreement. In connection with this engagement, we are requesting your consent to an anticipated future change in the equity voting control of PFMAM, as described below.

In May 2009, PFMAM, Public Financial Management, Inc., and all related businesses reorganized under a holding company structure known as PFM I, LLC. This holding company is owned in part by The PFM Group's Managing Directors, principals of the firm who provide and supervise the furnishing of advisory services to governmental and institutional clients, and by a small group of external investors led by ICV Partners, LLC, a certified Minority Business Enterprise ("external investors").

In April of this year, the senior employees of PFMAM and its affiliated companies agreed to purchase the remaining equity interests in the holding company which are held by the external investors. We expect that those actions will occur on or about June 30 of this year. The business organization of The PFM Group remains unchanged, and no change is contemplated in the management of PFMAM or the other operating companies of The PFM Group, which will remain under the supervision of their current managers. Nor are any changes, other than retirements in the ordinary course, anticipated in the staff or supervisors who serve you with respect to investment advisory services. These actions will not result in any change in fees under your investment advisory agreement.

The change in ownership of the holding company described above could be deemed to be an "assignment" of our investment advisory agreement, as to which, under the agreement, you have a right to consent or to decline to give your consent. PFMAM is requesting your consent to the actions described above. If you consent, your investment advisory agreement will continue until terminated by you or us.

If you agree with the foregoing, kindly sign this statement below to signify your consent to the deemed assignment of the investment advisory agreement as described above.

**Arizona Board of Regents on behalf
of The University of Arizona**

Name of Client _____

By: _____

Print Name of Officer: _____

Title: _____

Date: _____

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Mark Richardson, Operations Manager
Date: 04/29/2016
Meeting Date: 05/17/2016



TITLE:

Consideration and Approval of Sole Source Purchase: Purchase five (5) utility truck beds meeting the specifications for the Utilities Water Distribution and Wastewater Collection Sections.

RECOMMENDED ACTION:

Approve the purchase of five (5) heavy duty utility truck beds from Drake Equipment of Phoenix, Arizona for the amount \$177,732 plus all applicable taxes.

Executive Summary:

City Council approved the replacement of 17 City owned diesel trucks, with new gas powered trucks at the May 11, 2015 council meeting item 9 D. Utility beds need to be equivalent to the existing units due to equipment and specialized functions. The approved vendor was unable to meet the requirements of the contract and agreed to allow the City to procure the utility beds outside of the original agreement. Drake Industries has designed a utility bed to meet the needs of the Water Services Section and is the only manufacturer to meet our requirements therefore should be considered a sole source.

Financial Impact:

The original PO 16-000784 City Council approved on 5/11/15 will be closed, and the remaining balance on the PO of \$118,387 with additional funding of \$59,345 will be used for this purchase. The budget funding of \$177,732 for the purchase of the truck beds is in the Utility funds under accounts 202-08-303-1050-0-4401, 203-08-313-1130-0-4401, and 202-08-370-3177-0-4421.

Connection to Council Goal and/or Regional Plan:

3) 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:

Yes : May 19, 2015 Consent Item 9D. Council approved

Options and Alternatives:

Option 1. Award the contract to Drake equipment as a sole source bidder.
Option 2. Complete the vehicle trade, re-bid the utility bed, extend time without service vehicles.



Drake Equipment

□ 2235 S 19th Ave.
Phoenix AZ 85009
Bus. 602-278-2552
Fax. 602-278-0427

□ 3527 Civic Center
Las Vegas NV 89030
Bus. 702-365-1616
Fax . 702-262-9759

drakeequipment.com

April 9, 2016

City of Flagstaff

Attn: Patrick

Please find the Drake Equipment quotes for the 5 units as requested. As we discussed, we have holding the 2015 pricing until 5/31/16. After that date, the 3% price increase that went into effect 1/1/16 will need to be added to the pricing on these quotes.

Should you have any questions, please feel free to contact me.

Best regards

Dave Drake

DRAKE EQUIPMENT UTILITY BODY QUOTE 4-9-16 (W2-79)

| QUANTITY | ITEM # | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------------|--|------------|------------|
| 1.00 | | 2015 Dodge 3500 60" CA D/R/W | | |
| 1.00 | 019-108000 | UTB 108" UTILITY BODY FOR 60" CA TRUCK, 36" HEIGHT, HEAVY DUTY UNITIZED BODY, DBL PANEL DOORS, 21" DEEP COMPTS, DIE FORMED RIBS AND PRIMED | \$5,348.00 | \$5,348.00 |
| 1.00 | | DOUBLE DOOR FRONT VERT DESIGN 54" HORIZ DOOR DESIGN | \$972.00 | \$972.00 |
| 1.00 | 019-420000 | UPGRADE TO 42" BODY HEIGHT | \$234.00 | \$234.00 |
| 1.00 | 019-961000 | HEAVY DUTY DOUBLE PANEL FLIP TOP LIDS FOR 77"-108" UTB BODY | \$1,261.56 | \$1,261.56 |
| 1.00 | | T-HANDLE LATCHES IN LIEU OF PADL | \$0.00 | \$0.00 |
| 6.00 | 008-562253 | 5622537 24" LED COMPARTMENT LIGHTING WIRED TO 1ST AUX SWITCH | \$132.00 | \$792.00 |
| 1.00 | 019-000006 | 18" X 94" TP STEEL PLATFORM AT REAR OF SERVICE BODY WHITE | \$768.00 | \$768.00 |
| 1.00 | | PAINTED WHITE CAB GUARD WITH 2" P/S DOG EAR | \$586.00 | \$586.00 |
| 1.00 | 001-507000 | INSTALL SERVICE BODY | \$738.00 | \$738.00 |
| 1.00 | | POWDER COAT WHITE AFTER PRE-PAINT INSPECTION BY CUSTOMER | \$1,861.00 | \$1,861.00 |
| 1.00 | 019-975001 | 3500# CRANE REINF (FLIP TOP) | \$1,987.00 | \$1,987.00 |
| 1.00 | 010-110110 | 10K RECIEVER HITCH WIDER HOR CHANNEL FOR STEP | \$647.00 | \$647.00 |
| 1.00 | 003-582200 | 7 WAY METAL TRUCK END | \$14.52 | \$14.52 |
| 1.00 | 001-502101 | INSTALL 7 WAY METAL PLUG AT REAR OF TRUCK | \$59.80 | \$59.80 |
| 1.00 | 021-000004 | DRW LED LIGHT KIT | \$158.00 | \$158.00 |
| 1.00 | 024-361257 | CPI 2575 2500 WATT INVERTER P/S REAR VERT COMP | \$298.00 | \$298.00 |
| 1.00 | 001-601000 | INSTALL INVERTER P/S REAR VERT COMP | \$173.00 | \$173.00 |

| | | | | |
|------|------------|---|------------|------------|
| 1.00 | 001-601000 | INSTALL SAVE A START FOR BATTERY SYSTEM | \$393.00 | \$393.00 |
| 1.00 | 001-601000 | INSTALL 110V P/S REAR COMP | \$173.00 | \$173.00 |
| 1.00 | 001-601000 | REMOUNT VENTURO ET12KX CRANE | \$1,286.00 | \$1,286.00 |
| 1.00 | 001-601000 | INSTALL JACK HAMMER MOUNTING ON P/S NEAR HYD RES, CUSTOMER TO FURNISH BITS FOR MOUNTING HOLDERS 1 1/8" SHANK | \$292.00 | \$292.00 |
| 1.00 | 044-185000 | 18500 MANUAL OUT AND DOWN OR (CRANK DN) OUT RIGGORS PRICED WHEN SOLD WITH CRANE W/HANDLES TOWARDS BACK OF PLATFORM IF POSSIBLE | \$1,064.00 | \$1,064.00 |
| 2.00 | 001-601000 | RECESSED SQUARE VICE MOUNTS BOTH D/S AND P/S OF PLATFORM AT REAR | \$254.00 | \$508.00 |
| 1.00 | | STANDARD REAR MUDEFLAP MOUNTING ON BODIES | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | PLUMB BULKHEAD FITTINGS THRU P/S REAR VERT COMP FOR HYD LINES W// QUICK DISCONNECTS | \$261.00 | \$261.00 |
| 6.00 | 006-121111 | LED EMERGENCY LIGHTING (2) FRONT GRILL - AMBER (2) EACH SIDE FRONT CORNER PANEL - AMBER (2) BELOW HORIZ DOORS - AMBER (2) REAR COMP - RED | \$248.00 | \$1,488.00 |
| 3.00 | 001-601000 | 3 ADJUSTABLE LED WORK LIGHTS 3 SIDES OF BODY WIRED WITH LIGHTED TOGGLE 006-592006.ECCO | \$192.00 | \$576.00 |
| 4.00 | 021-968000 | ADDITIONAL SHELF 2 EACH FRONT VERT COMP | \$98.00 | \$392.00 |
| 1.00 | 001-601000 | INSTALL WHITE EXPANDED METAL AT BOTTOM CRANE REINFORCEMENT TUBES P/S TO CREATE SHELF REMOVABLE IF POSSIBLE | \$168.00 | \$168.00 |
| 1.00 | | ECCO 15" 5590-VM LED AMBER/CLEAR TOP LIGHT WIRED TO 3RD AUX FACTORY SWITCH | \$697.00 | \$697.00 |
| 1.00 | | RELOCATE REAR RED CLEARANCE FOR MORE SPACE FOR VICE MTGS | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | SUPER SPRINGS TO CRANE SIDE OF TRUCK SSA23CSO | \$673.00 | \$673.00 |
| 1.00 | | 25 GALLON HYD RES | \$372.00 | \$372.00 |

| | | | | |
|------|------------|---|------------|-------------|
| 1.00 | | CUSTOM BUILT LADDER RACK COMBO ON D/S COMP TOP PAINTED WHITE | \$2,467.00 | \$2,467.00 |
| 1.00 | 001-601000 | CHANGE WHEEL BOXES FROM 90 DEGREES TO 45 DEGREES | \$134.00 | \$134.00 |
| 4.00 | 032-501030 | WORK TRUCK GRIP STRUT STEP | \$398.00 | \$1,592.00 |
| 1.00 | | NEW PUMP AND PTO (DODGE) W/ PROVISION | \$4,683.00 | \$4,683.00 |
| | | | | |
| | | | | |
| | | | | |
| | | Total cost of fully outfitted utility body | | \$33,116.88 |

DRAKE EQUIPMENT UTILITY BODY QUOTE 4-9-16 (W2-80)

| QUANTITY | ITEM # | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------------|--|------------|------------|
| 1.00 | | 2015 Dodge 3500 60" CA D/R/W | | |
| 1.00 | 019-108000 | UTB 108" UTILITY BODY FOR 60" CA TRUCK, 36" HEIGHT, HEAVY DUTY UNITIZED BODY, DBL PANEL DOORS, 21" DEEP COMPTS, DIE FORMED RIBS AND PRIMED | \$5,348.00 | \$5,348.00 |
| 1.00 | | DOUBLE DOOR FRONT VERT DESIGN 54" HORIZ DOOR DESIGN | \$972.00 | \$972.00 |
| 1.00 | 019-420000 | UPGRADE TO 42" BODY HEIGHT | \$234.00 | \$234.00 |
| 1.00 | 019-961000 | HEAVY DUTY DOUBLE PANEL FLIP TOP LIDS FOR 77"-108" UTB BODY | \$1,261.56 | \$1,261.56 |
| 1.00 | | T-HANDLE LATCHES IN LIEU OF PADL | \$0.00 | \$0.00 |
| 6.00 | 008-562253 | 5622537 24" LED COMPARTMENT LIGHTING WIRED TO 1ST AUX SWITCH | \$132.00 | \$792.00 |
| 1.00 | 019-000006 | 18" X 94" TP STEEL PLATFORM AT REAR OF SERVICE BODY WHITE | \$768.00 | \$768.00 |
| 1.00 | | PAINTED WHITE CAB GUARD WITH 2" P/S DOG EAR | \$586.00 | \$586.00 |
| 1.00 | 001-507000 | INSTALL SERVICE BODY | \$738.00 | \$738.00 |
| 1.00 | | POWDER COAT WHITE AFTER PRE-PAINT INSPECTION BY CUSTOMER | \$1,861.00 | \$1,861.00 |
| 1.00 | 019-975001 | 3500# CRANE REINF (FLIP TOP) | \$1,987.00 | \$1,987.00 |
| 1.00 | 010-110110 | 10K RECIEVER HITCH WIDER HOR CHANNEL FOR STEP | \$647.00 | \$647.00 |
| 1.00 | 003-582200 | 7 WAY METAL TRUCK END | \$14.52 | \$14.52 |
| 1.00 | 001-502101 | INSTALL 7 WAY METAL PLUG AT REAR OF TRUCK | \$59.80 | \$59.80 |
| 1.00 | 021-000004 | DRW LED LIGHT KIT | \$158.00 | \$158.00 |
| 1.00 | 024-361257 | CPI 2575 2500 WATT INVERTER P/S REAR VERT COMP | \$298.00 | \$298.00 |
| 1.00 | 001-601000 | INSTALL INVERTER P/S REAR VERT COMP | \$173.00 | \$173.00 |

| | | | | |
|------|------------|---|------------|------------|
| 1.00 | 001-601000 | INSTALL SAVE A START FOR BATTERY SYSTEM | \$393.00 | \$393.00 |
| 1.00 | 001-601000 | INSTALL 110V P/S REAR COMP | \$173.00 | \$173.00 |
| 1.00 | 001-601000 | REMOUNT VENTURO ET12KX CRANE | \$1,286.00 | \$1,286.00 |
| 1.00 | 001-601000 | INSTALL JACK HAMMER MOUNTING ON P/S NEAR HYD RES, CUSTOMER TO FURNISH BITS FOR MOUNTING HOLDERS 1 1/8" SHANK | \$292.00 | \$292.00 |
| 1.00 | 044-185000 | 18500 MANUAL OUT AND DOWN OR (CRANK DN) OUT RIGGORS PRICED WHEN SOLD WITH CRANE W/HANDLES TOWARDS BACK OF PLATFORM IF POSSIBLE | \$1,064.00 | \$1,064.00 |
| 2.00 | 001-601000 | RECESSED SQUARE VICE MOUNTS BOTH D/S AND P/S OF PLATFORM AT REAR | \$254.00 | \$508.00 |
| 1.00 | | STANDARD REAR MUDFLAP MOUNTING ON BODIES | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | PLUMB BULKHEAD FITTINGS THRU P/S REAR VERT COMP FOR HYD LINES W/ QUICK DISCONNECTS | \$261.00 | \$261.00 |
| 6.00 | 006-121111 | LED EMERGENCY LIGHTING (2) FRONT GRILL - AMBER (2) EACH SIDE FRONT CORNER PANEL - AMBER (2) BELOW HORIZ DOORS - AMBER (2) REAR COMP - RED | \$248.00 | \$1,488.00 |
| 3.00 | 001-601000 | 3 ADJUSTABLE LED WORK LIGHTS 3 SIDES OF BODY WIRED WITH LIGHTED TOGGLE 006-592006 ECCO | \$192.00 | \$576.00 |
| 4.00 | 021-968000 | ADDITIONAL SHELFES 2 EACH FRONT VERT COMP | \$98.00 | \$392.00 |
| 1.00 | 001-601000 | INSTALL WHITE EXPANDED METAL AT BOTTOM CRANE REINFORCEMENT TUBES P/S TO CREATE SHELF REMOVABLE IF POSSIBLE | \$168.00 | \$168.00 |
| 1.00 | | ECCO 15" 5590-VM LED AMBER/CLEAR TOP LIGHT WIRED TO 3RD AUX FACTORY SWITCH | \$697.00 | \$697.00 |
| 1.00 | | RELOCATE REAR RED CLEARANCE FOR MORE SPACE FOR VICE MTGS | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | SUPER SPRINGS TO CRANE SIDE OF TRUCK SSA23CSO | \$673.00 | \$673.00 |
| 1.00 | | 25 GALLON HYD RES | \$372.00 | \$372.00 |

| | | | | |
|------|------------|---|------------|-------------|
| 1.00 | | CUSTOM BUILT LADDER RACK COMBO ON D/S COMP TOP PAINTED WHITE | \$2,467.00 | \$2,467.00 |
| 1.00 | 001-601000 | CHANGE WHEEL BOXES FROM 90 DEGREES TO 45 DEGREES | \$134.00 | \$134.00 |
| 4.00 | 032-501030 | WORK TRUCK GRIP STRUT STEP | \$398.00 | \$1,592.00 |
| 1.00 | | NEW PUMP AND PTO (DODGE) W/ PROVISION | \$4,683.00 | \$4,683.00 |
| | | | | |
| | | | | |
| | | | | |
| | | Total cost of fully outfitted utility body | | \$33,116.88 |

DRAKE EQUIPMENT UTILITY BODY QUOTE 4-9-16 (W2-81)

| QUANTITY | ITEM # | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------------|--|------------|------------|
| 1.00 | | 2015 Dodge 3500 60" CA D/R/W | | |
| 1.00 | 019-108000 | UTB 108" UTILITY BODY FOR 60" CA TRUCK, 36" HEIGHT, HEAVY DUTY UNITIZED BODY, DBL PANEL DOORS, 21" DEEP COMPTS, DIE FORMED RIBS AND PRIMED | \$5,348.00 | \$5,348.00 |
| 1.00 | | DOUBLE DOOR FRONT VERT DESIGN 54" HORIZ DOOR DESIGN | \$972.00 | \$972.00 |
| 1.00 | 019-420000 | UPGRADE TO 42" BODY HEIGHT | \$234.00 | \$234.00 |
| 1.00 | 019-961000 | HEAVY DUTY DOUBLE PANEL FLIP TOP LIDS FOR 77"-108" UTB BODY | \$1,261.56 | \$1,261.56 |
| 1.00 | | T-HANDLE LATCHES IN LIEU OF PADL | \$0.00 | \$0.00 |
| 6.00 | 008-562253 | 5622537 24" LED COMPARTMENT LIGHTING WIRED TO 1ST AUX SWITCH | \$132.00 | \$792.00 |
| 1.00 | 019-000006 | 18" X 94" TP STEEL PLATFORM AT REAR OF SERVICE BODY WHITE | \$768.00 | \$768.00 |
| 1.00 | | PAINTED WHITE CAB GUARD WITH 2" P/S DOG EAR | \$586.00 | \$586.00 |
| 1.00 | 001-507000 | INSTALL SERVICE BODY | \$738.00 | \$738.00 |
| 1.00 | | POWDER COAT WHITE AFTER PRE-PAINT INSPECTION BY CUSTOMER | \$1,861.00 | \$1,861.00 |
| 1.00 | 019-975001 | 3500# CRANE REINF (FLIP TOP) | \$1,987.00 | \$1,987.00 |
| 1.00 | 010-110110 | 10K RECIEVER HITCH WIDER HOR CHANNEL FOR STEP | \$647.00 | \$647.00 |
| 1.00 | 003-582200 | 7 WAY METAL TRUCK END | \$14.52 | \$14.52 |
| 1.00 | 001-502101 | INSTALL 7 WAY METAL PLUG AT REAR OF TRUCK | \$59.80 | \$59.80 |
| 1.00 | 021-000004 | DRW LED LIGHT KIT | \$158.00 | \$158.00 |
| 1.00 | 024-361257 | CPI 2575 2500 WATT INVERTER P/S REAR VERT COMP | \$298.00 | \$298.00 |
| 1.00 | 001-601000 | INSTALL INVERTER P/S REAR VERT COMP | \$173.00 | \$173.00 |

| | | | | |
|------|------------|---|------------|------------|
| 1.00 | 001-601000 | INSTALL SAVE A START FOR BATTERY SYSTEM | \$393.00 | \$393.00 |
| 1.00 | 001-601000 | INSTALL 110V P/S REAR COMP | \$173.00 | \$173.00 |
| 1.00 | 001-601000 | RE MOUNT VENTURO ET12KX CRANE | \$1,286.00 | \$1,286.00 |
| 1.00 | 001-601000 | INSTALL JACK HAMMER MOUNTING ON P/S NEAR HYD RES, CUSTOMER TO FURNISH BITS FOR MOUNTING HOLDERS 1 1/8" SHANK | \$292.00 | \$292.00 |
| 1.00 | 044-185000 | 18500 MANUAL OUT AND DOWN OR (CRANK DN) OUT RIGGORS PRICED WHEN SOLD WITH CRANE W/HANDLES TOWARDS BACK OF PLATFORM IF POSSIBLE | \$1,064.00 | \$1,064.00 |
| 2.00 | 001-601000 | RECESSED SQUARE VICE MOUNTS BOTH D/S AND P/S OF PLATFORM AT REAR | \$254.00 | \$508.00 |
| 1.00 | | STANDARD REAR MUDEFLAP MOUNTING ON BODIES | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | PLUMB BULKHEAD FITTINGS THRU P/S REAR VERT COMP FOR HYD LINES W/ QUICK DISCONNECTS | \$261.00 | \$261.00 |
| 6.00 | 006-121111 | LED EMERGENCY LIGHTING (2) FRONT GRILL - AMBER (2) EACH SIDE FRONT CORNER PANEL - AMBER (2) BELOW HORIZ DOORS - AMBER (2) REAR COMP - RED | \$248.00 | \$1,488.00 |
| 3.00 | 001-601000 | 3 ADJUSTABLE LED WORK LIGHTS 3 SIDES OF BODY WIRED WITH LIGHTED TOGGLE.006-592006.ECCO | \$192.00 | \$576.00 |
| 4.00 | 021-968000 | ADDITIONAL SHELFES 2 EACH FRONT VERT COMP | \$98.00 | \$392.00 |
| 1.00 | 001-601000 | INSTALL WHITE EXPANDED METAL AT BOTTOM CRANE REINFORCEMENT TUBES P/S TO CREATE SHELF REMOVABLE IF POSSIBLE | \$168.00 | \$168.00 |
| 1.00 | | ECCO 15" 5590-VM LED AMBER/CLEAR TOP LIGHT WIRED TO 3RD AUX FACTORY SWITCH | \$697.00 | \$697.00 |
| 1.00 | | RELOCATE REAR RED CLEARANCE FOR MORE SPACE FOR VICE MTGS | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | SUPER SPRINGS TO CRANE SIDE OF TRUCK SSA23CSO | \$673.00 | \$673.00 |
| 1.00 | | 25 GALLON HYD RES | \$372.00 | \$372.00 |

| | | | | |
|------|------------|---|------------|-------------|
| 1.00 | | CUSTOM BUILT LADDER RACK COMBO ON D/S COMP TOP PAINTED WHITE | \$2,467.00 | \$2,467.00 |
| 1.00 | 001-601000 | CHANGE WHEEL BOXES FROM 90 DEGREES TO 45 DEGREES | \$134.00 | \$134.00 |
| 4.00 | 032-501030 | WORK TRUCK GRIP STRUT STEP | \$398.00 | \$1,592.00 |
| 1.00 | | NEW PUMP AND PTO (DODGE) W/ PROVISION | \$4,683.00 | \$4,683.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Total cost of fully outfitted utility body | | \$33,116.88 |

DRAKE EQUIPMENT UTILITY BODY QUOTE 4-9-16 (S4-10)

| QUANTITY | ITEM # | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------------|--|------------|------------|
| 1.00 | | 2015 Dodge 3500 60" CA D/R/W | | |
| 1.00 | 019-108000 | UTB 108" UTILITY BODY FOR 60" CA TRUCK, 36" HEIGHT, HEAVY DUTY UNITIZED BODY, DBL PANEL DOORS, 21" DEEP COMPTS, DIE FORMED RIBS AND PRIMED | \$5,348.00 | \$5,348.00 |
| 1.00 | | DOUBLE DOOR FRONT VERT DESIGN 54" HORIZ DOOR DESIGN | \$972.00 | \$972.00 |
| 1.00 | 019-420000 | UPGRADE TO 42" BODY HEIGHT | \$234.00 | \$234.00 |
| 1.00 | 019-961000 | HEAVY DUTY DOUBLE PANEL FLIP TOP LIDS FOR 77"-108" UTB BODY | \$1,261.56 | \$1,261.56 |
| 1.00 | | T-HANDLE LATCHES IN LIEU OF PADL | \$0.00 | \$0.00 |
| 6.00 | 008-562253 | 5622537 24" LED COMPARTMENT LIGHTING WIRED TO 1ST AUX SWITCH | \$132.00 | \$792.00 |
| 1.00 | 019-000006 | 18" X 94" TP STEEL PLATFORM AT REAR OF SERVICE BODY WHITE | \$768.00 | \$768.00 |
| 1.00 | | PAINTED WHITE CAB GUARD WITH 2" P/S DOG EAR | \$586.00 | \$586.00 |
| 1.00 | 001-507000 | INSTALL SERVICE BODY | \$738.00 | \$738.00 |
| 1.00 | | POWDER COAT WHITE AFTER PRE-PAINT INSPECTION BY CUSTOMER | \$1,861.00 | \$1,861.00 |
| 1.00 | 019-975001 | 3500# CRANE REINF (FLIP TOP) | \$1,987.00 | \$1,987.00 |
| 1.00 | 010-110110 | 10K RECIEVER HITCH WIDER HOR CHANNEL FOR STEP | \$647.00 | \$647.00 |
| 1.00 | 003-582200 | 7 WAY METAL TRUCK END | \$14.52 | \$14.52 |
| 1.00 | 001-502101 | INSTALL 7 WAY METAL PLUG AT REAR OF TRUCK | \$59.80 | \$59.80 |
| 1.00 | 021-000004 | DRW LED LIGHT KIT | \$158.00 | \$158.00 |
| 1.00 | 024-361257 | CPI 2575 2500 WATT INVERTER P/S REAR VERT COMP | \$298.00 | \$298.00 |
| 1.00 | 001-601000 | INSTALL INVERTER P/S REAR VERT COMP | \$173.00 | \$173.00 |

| | | | | |
|------|------------|---|------------|------------|
| 1.00 | 001-601000 | INSTALL SAVE A START FOR BATTERY SYSTEM | \$393.00 | \$393.00 |
| 1.00 | 001-601000 | INSTALL 110V P/S REAR COMP | \$173.00 | \$173.00 |
| 1.00 | 001-601000 | REMOUNT VENTURO ET12KX CRANE | \$1,286.00 | \$1,286.00 |
| 1.00 | 001-601000 | INSTALL JACK HAMMER MOUNTING ON P/S NEAR HYD RES, CUSTOMER TO FURNISH BITS FOR MOUNTING HOLDERS 1 1/8" SHANK | \$292.00 | \$292.00 |
| 1.00 | 044-185000 | 18500 MANUAL OUT AND DOWN OR (CRANK DN) OUT RIGGORS PRICED WHEN SOLD WITH CRANE W/HANDLES TOWARDS BACK OF PLATFORM IF POSSIBLE | \$1,064.00 | \$1,064.00 |
| 2.00 | 001-601000 | RECESSED SQUARE VICE MOUNTS BOTH D/S AND P/S OF PLATFORM AT REAR | \$254.00 | \$508.00 |
| 1.00 | | STANDARD REAR MUDEFLAP MOUNTING ON BODIES | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | PLUMB BULKHEAD FITTINGS THRU P/S REAR VERT COMP FOR HYD LINES W/ QUICK DISCONNECTS | \$261.00 | \$261.00 |
| 6.00 | 006-121111 | LED EMERGENCY LIGHTING (2) FRONT GRILL - AMBER (2) EACH SIDE FRONT CORNER PANEL - AMBER (2) BELOW HORIZ DOORS - AMBER (2) REAR COMP - RED | \$248.00 | \$1,488.00 |
| 3.00 | 001-601000 | 3 ADJUSTABLE LED WORK LIGHTS 3 SIDES OF BODY WIRED WITH LIGHTED TOGGLE 006-592006.ECCO | \$192.00 | \$576.00 |
| 4.00 | 021-968000 | ADDITIONAL SHELF 2 EACH FRONT VERT COMP | \$98.00 | \$392.00 |
| 1.00 | 001-601000 | INSTALL WHITE EXPANDED METAL AT BOTTOM CRANE REINFORCEMENT TUBES P/S TO CREATE SHELF REMOVABLE IF POSSIBLE | \$168.00 | \$168.00 |
| 1.00 | | ECCO 15" 5590-VM LED AMBER/CLEAR TOP LIGHT WIRED TO 3RD AUX FACTORY SWITCH | \$697.00 | \$697.00 |
| 1.00 | | RELOCATE REAR RED CLEARANCE FOR MORE SPACE FOR VICE MTGS | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | INSTALL REAR CAMERA EYE IN REAR BUMBER W/EYE BROW GUARD | \$94.00 | \$94.00 |
| 1.00 | 001-601000 | SUPER SPRINGS TO CRANE SIDE OF TRUCK SSA23CSO | \$673.00 | \$673.00 |

| | | | | |
|------|------------|---|-------------|-------------|
| 1.00 | | 25 GALLON HYD RES | \$372.00 | \$372.00 |
| 1.00 | | CUSTOM BUILT LADDER RACK COMBO ON D/S COMP TOP PAINTED WHITE | \$2,467.00 | \$2,467.00 |
| 1.00 | 044-501214 | ET12KX 3500# CRANE WITH 12000 FT/LB RATING, 360 CONTINUOUS POWER ROTATION, POWER BOOM ELEVATION, POWER EXTENSION BOOM, ANTI TWO BLOCK AND REMOTE CONTROL | \$11,258.00 | \$11,258.00 |
| 1.00 | 001-601000 | CHANGE WHEEL BOXES FROM 90 DEGREES TO 45 DEGREES | \$134.00 | \$134.00 |
| 4.00 | 032-501030 | WORK TRUCK GRIP STRUT STEP | \$398.00 | \$1,592.00 |
| 1.00 | ??????? | CASA 500 REAR VIEW CAMERA MOUNTED IN REAR BUMPER W/EYE LASH GUARD | \$768.00 | \$768.00 |
| 1.00 | | NEW PUMP AND PTO (DODGE) W/ PROVISION | \$4,683.00 | \$4,683.00 |
| | | | | |
| | | | | |
| | | Total with new Venturo crane | | \$45,263.88 |
| | | | | |

DRAKE EQUIPMENT UTILITY BODY QUOTE 4-9-16 (W2-69)

| QUANTITY | ITEM # | DESCRIPTION | UNIT PRICE | EXTENSION |
|----------|------------|--|------------|------------|
| 1.00 | | 2015 Dodge 3500 60" CA D/R/W | | |
| 1.00 | 019-108000 | UTB 108" UTILITY BODY FOR 60" CA TRUCK, 36" HEIGHT, HEAVY DUTY UNITIZED BODY, DBL PANEL DOORS, 21" DEEP COMPTS, DIE FORMED RIBS AND PRIMED | \$5,348.00 | \$5,348.00 |
| 1.00 | | DOUBLE DOOR FRONT VERT DESIGN 54" HORIZ DOOR DESIGN | \$972.00 | \$972.00 |
| 1.00 | 019-420000 | UPGRADE TO 42" BODY HEIGHT | \$234.00 | \$234.00 |
| 1.00 | 019-961000 | HEAVY DUTY DOUBLE PANEL FLIP TOP LIDS FOR 77"-108" UTB BODY | \$1,261.56 | \$1,261.56 |
| 1.00 | | T-HANDLE LATCHES IN LIEU OF PADL | \$0.00 | \$0.00 |
| 6.00 | 008-562253 | 5622537 24" LED COMPARTMENT LIGHTING WIRED TO 1ST AUX SWITCH | \$132.00 | \$792.00 |
| 1.00 | 019-000006 | 18" X 94" TP STEEL PLATFORM AT REAR OF SERVICE BODY WHITE | \$768.00 | \$768.00 |
| 1.00 | | PAINTED WHITE CAB GUARD WITH 2" P/S DOG EAR | \$586.00 | \$586.00 |
| 1.00 | 001-507000 | INSTALL SERVICE BODY | \$738.00 | \$738.00 |
| 1.00 | | POWDER COAT WHITE AFTER PRE-PAINT INSPECTION BY CUSTOMER | \$1,861.00 | \$1,861.00 |
| 1.00 | 019-975001 | 3500# CRANE REINF (FLIP TOP) | \$1,987.00 | \$1,987.00 |
| 1.00 | 010-110110 | 10K RECIEVER HITCH WIDER HOR CHANNEL FOR STEP | \$647.00 | \$647.00 |
| 1.00 | 003-582200 | 7 WAY METAL TRUCK END | \$14.52 | \$14.52 |
| 1.00 | 001-502101 | INSTALL 7 WAY METAL PLUG AT REAR OF TRUCK | \$59.80 | \$59.80 |
| 1.00 | 021-000004 | DRW LED LIGHT KIT | \$158.00 | \$158.00 |
| 1.00 | 024-361257 | CPI 2575 2500 WATT INVERTER P/S REAR VERT COMP | \$298.00 | \$298.00 |
| 1.00 | 001-601000 | INSTALL INVERTER P/S REAR VERT COMP | \$173.00 | \$173.00 |
| 1.00 | 001-601000 | INSTALL SAVE A START FOR BATTERY SYSTEM | \$393.00 | \$393.00 |

| | | | | |
|------|------------|---|------------|------------|
| 1.00 | 001-601000 | INSTALL 110V P/S REAR COMP | \$173.00 | \$173.00 |
| 1.00 | 001-601000 | REMOUNT VENTURO ET12KX CRANE | \$1,286.00 | \$1,286.00 |
| 1.00 | 001-601000 | INSTALL JACK HAMMER MOUNTING ON P/S NEAR HYD RES, CUSTOMER TO FURNISH BITS FOR MOUNTING HOLDERS 1 1/8" SHANK | \$292.00 | \$292.00 |
| 1.00 | 044-185000 | 18500 MANUAL OUT AND DOWN OR (CRANK DN) OUT RIGGORS PRICED WHEN SOLD WITH CRANE W/HANDLES TOWARDS BACK OF PLATFORM IF POSSIBLE | \$1,064.00 | \$1,064.00 |
| 2.00 | 001-601000 | RECESSED SQUARE VICE MOUNTS BOTH D/S AND P/S OF PLATFORM AT REAR | \$254.00 | \$508.00 |
| 1.00 | | STANDARD REAR MUDFLAP MOUNTING ON BODIES | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | PLUMB BULKHEAD FITTINGS THRU P/S REAR VERT COMP FOR HYD LINES W/QUICK DISCONNECTS | \$261.00 | \$261.00 |
| 6.00 | 006-121111 | LED EMERGENCY LIGHTING (2) FRONT GRILL - AMBER (2) EACH SIDE FRONT CORNER PANEL - AMBER (2) BELOW HORIZ DOORS - AMBER (2) REAR COMP - RED | \$248.00 | \$1,488.00 |
| 3.00 | 001-601000 | 3 ADJUSTABLE LED WORK LIGHTS 3 SIDES OF BODY WIRED WITH LIGHTED TOGGLE.006-592006.ECCO | \$192.00 | \$576.00 |
| 4.00 | 021-968000 | ADDITIONAL SHELF S 2 EACH FRONT VERT COMP | \$98.00 | \$392.00 |
| 1.00 | 001-601000 | INSTALL WHITE EXPANDED METAL AT BOTTOM CRANE REINFORCEMENT TUBES P/S TO CREATE SHELF REMOVABLE IF POSSIBLE | \$168.00 | \$168.00 |

| | | | | |
|------|------------|--|------------|-------------|
| 1.00 | | ECCO 15" 5590-VM LED AMBER/CLEAR TOP LIGHT WIRED TO 3RD AUX FACTORY SWITCH | \$697.00 | \$697.00 |
| 1.00 | | RELOCATE REAR RED CLEARANCE FOR MORE SPACE FOR VICE MTGS | \$0.00 | \$0.00 |
| 1.00 | 001-601000 | SUPER SPRINGS TO CRANE SIDE OF TRUCK SSA23CSCO | \$673.00 | \$673.00 |
| 1.00 | | 25 GALLON HYD RES | \$372.00 | \$372.00 |
| 1.00 | | CUSTOM BUILT LADDER RACK COMBO ON D/S COMP TOP PAINTED WHITE | \$2,467.00 | \$2,467.00 |
| 1.00 | 001-601000 | CHANGE WHEEL BOXES FROM 90 DEGREES TO 45 DEGREES | \$134.00 | \$134.00 |
| 4.00 | 032-501030 | WORK TRUCK GRIP STRUT STEP | \$398.00 | \$1,592.00 |
| 1.00 | | NEW PUMP AND PTO (DODGE) W/ PROVISION | \$4,683.00 | \$4,683.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Total cost of fully outfitted utility body | | \$33,116.88 |

Drake Equipment
Proposal Summary

| City Vehicle to be replaced | Cost |
|--------------------------------|--------------|
| W2 69 | \$33,116.88 |
| W2 79 | \$33,116.88 |
| W2 80 | \$33,116.88 |
| W2 81 | \$33,116.88 |
| S4 10 | \$45,263.88 |
| Total: | \$177,731.40 |

Note: S4 10 includes a new crane to replace an old non-reliable crane.

Note: All truck beds include new E- lighting, work lights and safety equipment.

UTILITIES DIVISION

Administration



TO: Rick Compau, Purchasing Director
CC: Patrick O'Connor – Water Services Specialist
From: Mark A. Richardson, Operations Manager
Date: May 3, 2016
RE: Sole Source – Utility Truck Beds

The diesel replacement program began in FY15 over 18 months ago. During the process, Utilities worked with Fleet Services in developing the requirements and specifications for the new utility beds. The main requirements were they had to be heavy duty, compartments needed to be in the same configuration, and the unit needed to be reinforced for the crane systems. At the time, Reading was considered along with UTB (Drake Industries). Reading could not meet all of the requirements.

The approved bidder for the new trucks, Tate Auto Group, specified a Stahl bed and stated that it would meet the requirements. After months of discussions between Tate Auto Group and Stahl, they were unable to provide a utility bed that met our requirements. Front and compartments were sized differently, the top compartment was reduced in size and depth, and the shelving capabilities limited the amount of parts, supplies and tools that could be stored.

Utilities went back to Drake Industries (UTB), which had manufactured the last set of utility bodies, and they were able to meet the Division's needs. Drake has worked with the City in the past in developing a utility bed that meets the needs of the Water Services Section and is built with the quality that will withstand the demands of work in and around Flagstaff. The proposed beds maximize the storage capabilities and provide for the storage of all of the tools used on a daily basis.

Based on the information we have gathered through the process of replacing the diesel trucks, we feel that Drake Industries has designed a utility bed to meet the needs of the Water Services Section and is the only manufacturer to meet our requirements therefore should be considered a sole source.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Christine Cameron, Project Manager III
Date: 04/13/2016
Meeting Date: 05/17/2016



TITLE:

Consideration and Approval of Intergovernmental Agreement: Arizona Department of Transportation Intergovernmental Agreement for the Frontage Road 40 (Old Route 66) Overlay Project.

RECOMMENDED ACTION:

Approve the Intergovernmental Agreement/Joint Project Agreement (IGA/JPA) between the City of Flagstaff and Arizona Department of Transportation (ADOT) for the use of Federal Surface Transportation Program (STP) funding in the amount of \$1,212,000 and City funds in the amount of \$73,260 for the construction of the Frontage Road (FR) 40 Overlay Project.

Executive Summary:

Council's approval of this agreement will allow for the City to utilize Federal Surface Transportation Program funding and City of Flagstaff Road Repair and Street Safety (RRSS) funding for the rehabilitation of a severely degraded section of roadway in east Flagstaff.

Financial Impact:

The current total estimated cost for the construction of the project is \$1,285,260. The cost will be shared by the City and ADOT in accordance with the following percentages:

ADOT - 94.3% \$1,215,000
City of Flagstaff - 5.7% \$73,260

ADOT's portion is Federal STP funding, the City's match of \$73,260 will be allocated from account #040-06-162-3303-0, which has an anticipated FY 17 budget of \$148,700, and any construction overage will be allotted from account #046-06-116-3359-6, which has an anticipated FY 17 budget of \$700,000.

Connection to Council Goal and/or Regional Plan:

- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
 - Maintain existing infrastructure by investing in ongoing maintenance and operations to get closer to target conditions.

Has There Been Previous Council Decision on This:

Yes, Council approved the IGA/JPA agreement for the use of STP and City funding for the design portion of the project at the June 3, 2014 Council Meeting.

Options and Alternatives:

1. Approve the agreement as recommended. Approval will allow the project to be constructed in the summer of 2017.
2. Reject the agreement.
 - a. Direct City staff to abandon construction of the overlay improvements on FR 40.
 - b. Direct staff to fund 100% of the construction costs from the RRSS Program funding.
 - i. This direction would reduce the amount of RRSS funding for other City project areas.

Background/History:

The FR 40 Overlay Project area is located south of the Flagstaff Mall and extends from El Paso Flagstaff Road to a point 9,200 linear feet to the east. This frontage road is also a section of Historic Route 66. The roadway ownership was transferred from ADOT to the City of Flagstaff in 2004 as part of a Route Transfer. At that time, the roadway became the maintenance responsibility of the City. Design fees in the amount of \$158,000 have already been approved and expended for the project.

Key Considerations:

STP funding is provided through the Federal Highway Administration and State of Arizona and will be applied to the project's construction. The City of Flagstaff was granted self-administration for design and ADOT will administer construction of the project. This IGA/JPA outlines the terms and conditions of the agreement as well as the City's and ADOT's responsibilities during the construction stage.

This section of FR 40 is currently a deteriorated roadway surface that has large cracks and potholes. It has an Overall Condition Index (OCI) rating of 28.4 out of 100 as determined by City of Flagstaff Public Works. This project will provide an improved roadway surface for the traveling public and improved shoulder for bicyclists/pedestrians. This STP funding reduces the City's overall burden for funding these improvements and increases the remaining fund balance for the RRSS program.

Expanded Financial Considerations:

The current total estimated cost for the construction of the project is \$1,285,260. The cost will be shared by the City and ADOT in accordance with the following percentages:

| | |
|--------------------------|-------------|
| ADOT - 94.3% | \$1,215,000 |
| City of Flagstaff - 5.7% | \$73,260 |

ADOT's portion is Federal STP funding, the City's portion is transportation funding (account #040-06-162-3303-0) and RRSS funding (account #046-06-116-3359-6). The City is responsible for costs above the \$1,285,260 funding limit.

Community Benefits and Considerations:

This project will provide an improved roadway surface for the traveling public and an improved shoulder for bicyclists/pedestrians. This STP funding reduces the City's overall burden for funding these improvements and increases the remaining fund balance for the RRSS Program.

Community Involvement:

Community involvement related to this project has been coordinated by the City of Flagstaff and ADOT. Community partners such as the Coconino National Forest, State Land Department, Arizona Game and Fish, as well as adjacent residential communities (i.e. Rain Valley area) were contacted during the design stage to inform them of the project's goals and to solicit comments.

Expanded Options and Alternatives:

1. Approve the agreement as recommended. Approval will allow the project to be constructed in the summer of 2017.
2. Reject the agreement.
 - a. Direct City staff to abandon construction of the overlay improvements on FR 40.
 - b. Direct staff to fund 100% of the construction costs from the RRSS Program funding.
 - i. This direction would reduce the amount of RRSS funding for other City project areas.

Attachments: [FR 40 IGA/JPA](#)
 [FR 40 Vicinity Map](#)

ADOT File No.: IGA/JPA 16-0005856-I
AG Contract No.: P001 2016 001449
Project Name: Frontage Road 40 (Old
66) - El Paso Flagstaff Road
Project Location: Intersection of Route
66 (B40) & El Paso Flagstaff Road
Federal-aid No.: FLA-0(219)T
ADOT Project No.: SZ123 01C
TIP/STIP No.: F3 1603
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date _____, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement consists of the construction of a new roadway surface and shoulder area by asphalt milling and overlay, to include patching, crack and seal and roadway striping, (the "Project"). The City will provide the design and the State will advertise, bid and award the construction of the Project.
4. The City, in order to obtain federal funds for the construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State will be the designated agent for the City for the Project, if the Project is approved by FHWA and funding for the Project is available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
6. The Parties shall perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.
7. The federal funds will be used for the construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ123 01C (construction):

| | |
|-------------------------------------|-----------------------|
| Federal-aid funds @ 94.3% (capped) | \$1,212,000.00 |
| City's match @ 5.7% | <u>\$ 73,260.00</u> |
| Subtotal – Construction** | \$1,285,260.00 |
| Total Estimated City Funds | \$ 73,260.00 |
| Total Federal Funds | \$1,212,000.00 |
| Estimated TOTAL Project Cost | \$1,285,260.00 |

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

The Parties acknowledge that the final Project amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
 - b. After receipt of the review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the City as appropriate.
 - c. After completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$73,260.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - d. After receipt of the City's estimated share of the Project construction costs, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.
 - e. With FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the

contract. Once awarded, invoice the City for the difference between estimated and actual costs, if applicable.

- f. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.
 - g. Not be obligated to maintain the Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
2. The City will:
- a. Designate the State as the City's authorized agent for the Project.
 - b. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs, estimated at **\$73,260.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.
 - c. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
 - d. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.
 - e. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
 - f. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.
 - g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
 - h. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project and all Project components in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
2. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.
3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.
4. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.
6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
 Attn: Cost Accounting Administrator
 206 S 17th Ave. Mail Drop 204B
 Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 (602) 712-7124
 (602) 712-3132 Fax

City of Flagstaff
 Attn: Christine Cameron
 211 West Aspen Avenue
 Flagstaff, AZ 86001
 (928) 213-2682
ccameron@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
 ITD
 Jon Ebers
 Flagstaff, AZ 86001
 (928) 779-7555

City of Flagstaff
 Attn: Christine Cameron
 211 West Aspen Avenue
 Flagstaff, AZ 86001
 (928) 213-2682
ccameron@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Flagstaff
Attn: Brandi Suda
211 W Aspen
Flagstaff, AZ 86001
(928) 213-2217

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA

Department of Transportation

By _____
GERALD W. NABOURS
Mayor

By _____
STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By _____
ELIZABETH A. BURKE
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2016.

City Attorney



B40 Pavement Preservation Project



0.5

Miles

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Rick Compau, Purchasing Director
Co-Submitter: Rick Tadder
Date: 05/01/2016
Meeting Date: 05/17/2016



TITLE:

Consideration and Approval of Cooperative Contract: Enter into a contract with Greenberg Traurig, LLP of Phoenix, Arizona to purchase Bond Counsel Services.

RECOMMENDED ACTION:

Approve the purchase of Bond Counsel Services through Greenberg & Traurig, LLP of Phoenix, Arizona, based on the following fee structure, utilizing a cooperative purchase agreement through the State of Arizona, Contract #ADSPO12-032930:

Bonds for State entities- up to \$10,000,000 is a fee of \$40,000
Bonds issued between \$10MM and 50MM- is a fee of \$50,000
Bonds issued on behalf of ADOT up to \$100MM- is a fee of \$60,000.

Executive Summary:

Approval of this contract for bond counsel services provides the specialized services required to issue bonded debt. The City of Flagstaff will consider issuing voter approved bonds at an upcoming council meeting. A bond counsel attorney is an essential member of a governmental issuers bond financing team. Bond counsel renders an opinion on the validity of the bond offering, the security for the offering and whether to and to what extent interest on the bonds are exempt from income and other taxation. The opinion of bond counsel provides assurance to both issuers and to investors, who purchase the bonds, that all legal and tax requirements relevant to the matters covered by the opinion are met.

Financial Impact:

Fees paid to bond counsel for services rendered, are based on the value of each bond issuance. We would pay a flat fee based on the following:

Up to \$10,000,000 in bonds issued is a fee of \$40,000
Bonds issued between \$10,000,000 and \$50,000,000 is a fee of \$50,000

These fees are allocated to the specific project(s) that the bonds are issued for.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS

- 2) Long Term Water Supply
- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics
- 6) Provide a well-managed transportation system
- 11) Resiliency and preparedness

REGIONAL PLAN:

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Goal WR.6. Protect, preserve, and improve the quality of surface water, groundwater, and reclaimed water in the region.

Goal LU.7. Provide for public services and infrastructure.

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

1. Approve contract as recommended;
2. Conduct our own competitive City RFP process; or
3. Not approve this contract and not purchase Bond Counsel Services.

Key Considerations:

Staff selected Greenberg Traurig of the state cooperative contract based on the fact that they were the highest scoring Proposer out of the six (6) firms who responded to the State's RFP, as well as the City's past experiences with this firm. Greenberg Traurig has demonstrated excellent customer service, as well as its in depth knowledge of bond financing in Arizona. Greenberg Traurig only charges for services when bond financing is completed. Greenberg Traurig also provides many additional support services for our organization at no additional cost. Most recently, the firm has assisted us with the formation of the downtown revitalization district (FDBIRD), dissolution of the Municipal Facility Corporation, and the Road Repair and Street Safety tax at no cost. We will look for the firm's assistance with the potential bond election for the courthouse, again at no cost. This added value is greatly appreciated by our organization.

Expanded Financial Considerations:

The City will be considering issuing revenue bonds in the amount of \$10,000,000 for the Road Repair and Street Safety project. The fee related to bond counsel services will be \$40,000. In addition, we are looking to issue General Obligation bonds in the amount of \$18,200,000 for Open Space, Core Facility and Watershed Protection projects that are voter approved for bonds. The fee related to this transaction will be \$50,000. These cost will be allocated to the cost of the specific projects.

Community Involvement:

Involve - Bonded debt is a result of prior voter approval.

Attachments: Cooperative Purchase Contract
State of Arizona Award Determination

COOPERATIVE PURCHASE CONTRACT
State of Arizona Contract No. ADSPO12-032930

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and _____, ("Contractor").

RECITALS:

- A. Contractor has a contract with _____ to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process;
- B. the City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract;

AGREEMENT:

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

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

Bond Counsel Services

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
3. Payment. Payment to the Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents may be located at the following website: www.azdoa.gov or may be set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office



ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

DETERMINATION

TITLE

Contract Award and Award Basis

AUTHORITY

A.R.S. §41-2534 Competitive sealed proposals; and A.A.C. R2-7-C317 Contract Award

SOLICITATION

No. ADSP012-00001775

Description: Bond Counsel Services

DETERMINATION

In accordance with A.R.S. §41-2534 and A.A.C. R2-7-C317, it is hereby determined that entering into contract(s) with the following offeror(s) is most advantageous to the state based on the evaluation factors set for the in the aforementioned solicitation.

- Greenberg Traurig
- Squire Sanders & Dempsey
- Kutak Rock
- Sherman & Howard

BASIS FOR AWARD

Solicitation No ADSP012-00001775 was conducted pursuant to A.R.S. § 41-2534 and implementing rules. The Arizona State Procurement Office issued the solicitation on 05/24/2012 through ProcureAZ. A Pre-Offer Conference was conducted on June 29, 2012. A total of four individuals attended the Pre-Offer Conference representing two organizations. Responses were due by 07/18/2012 at 3:00 PM. The State Procurement Office received five proposals electronically via ProcureAZ on or before the due date and time. Offers were received from the following:

- Greenberg Traurig
- Squire Sanders & Dempsey
- Kutak Rock
- Sherman & Howard
- Wallin Harrison

An Evaluation Committee, who were determined to have the qualifications and expertise needed, participated in the evaluation. The Evaluation Committee members were:

- Clark Partridge, ADOA-GAO
- Lisa Danka, ADOT
- Philip Williams, SFB

The State Procurement Office presided as the Facilitator for the evaluations. The committee evaluations were concluded with a recommendation for award on 9/04/12.

The committee based their evaluation on a detailed evaluation scoring rubric which covered:

- Capacity of Offeror
- Method of Approach
- Cost
- Conformance to Terms and Conditions

The committee evaluated the proposals on a 1000 point scale. Cost scores were determined on a relative scale. In accordance with Uniform Instructions, Section 6.1, Number of Types of Awards, the Evaluation Committee determined it was most advantageous to the State to award by entire proposal. Below is the consensus scoring summary:

| | Capacity of Offeror | Method of Approach | Cost | Conformance to Terms & Conditions | Total |
|--------------------------|---------------------|--------------------|------------|-----------------------------------|---------------|
| Possible Points | 600 | 100 | 200 | 100 | 1000 |
| Greenberg Traurig | 597.50 | 50 | 147.40 | 100 | 894.90 |
| Squire Sanders & Dempsey | 600.00 | 50 | 114.80 | 100 | 864.80 |
| Kutak Rock | 600.00 | 50 | 168.70 | 60 | 878.70 |
| Sherman & Howard | 462.50 | 50 | 198.50 | 100 | 811.00 |
| Wallin Harrison | 187.50 | 50 | 0 | 100 | 337.50 |
| | | | | | |
| | | | | | |
| | | | | | |

Based on the evaluation by the committee the following Offerors were determined not susceptible for award:

- Wallin Harrison

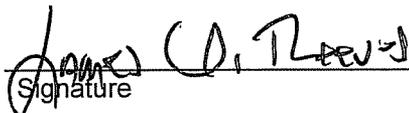
Details on the scores are provided in the pages that follow and as part of the procurement file available online at ProcureAZ.gov. Any questions regarding the outcome of this Solicitation or resultant contracts may be directed to the Procurement Officer of record for this solicitation.

DOCUMENTATION

This determination shall be placed in the procurement file.

EFFECTIVE

This Determination is effective and shall remain in effect unless otherwise modified or revoked.


Signature

5-6-2012
Date

James U. Reeves | Sr. Procurement Officer

Janice K. Brewer
Governor



Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
<http://spo.az.gov>

**Evaluation Committee Member
Consensus Statement**

**Solicitation No. ADSPO12-00001775
Bond Counsel Services**

The members of the evaluation committee have completed their review and reached consensus regarding the proposals received in response to Solicitation No. ADSPO12-00001775 for Bond Counsel Services. As a participating member of the Evaluation Committee, it is recommended, based on the detailed evaluation of the individual proposals, it would be in the best interest of the State to award the resulting contract to the proposal submitted by:

- **Greenburg Traurig LLP**
- **Sherman & Howard LLC**
- **Kutak Rock LLP**
- **Squire Sanders & Dempsey LLP**


Name / Committee Member

8/30/12
Date

Janice K. Brewer
Governor



Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

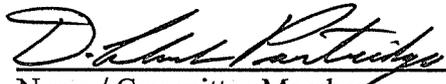
STATE PROCUREMENT OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
<http://spo.az.gov>

**Evaluation Committee Member
Consensus Statement**

**Solicitation No. ADSP012-00001775
Bond Counsel Services**

The members of the evaluation committee have completed their review and reached consensus regarding the proposals received in response to Solicitation No. ADSP012-000017775 for Bond Counsel Services. As a participating member of the Evaluation Committee, it is recommended, based on the detailed evaluation of the individual proposals, it would be in the best interest of the State to award the resulting contract to the proposal submitted by:

- **Greenburg Traurig LLP**
- **Sherman & Howard LLC**
- **Kutak Rock LLP**
- **Squire Sanders & Dempsey LLP**


Name / Committee Member

8-30-12
Date

Janice K. Brewer
Governor



Scott A. Smith
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

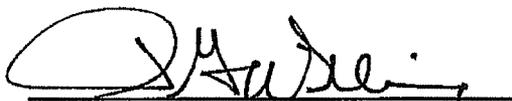
STATE PROCUREMENT OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
<http://spo.az.gov>

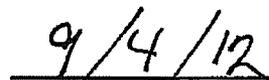
**Evaluation Committee Member
Consensus Statement**

**Solicitation No. ADSP012-00001775
Bond Counsel Services**

The members of the evaluation committee have completed their review and reached consensus regarding the proposals received in response to Solicitation No. ADSP012-000017775 for Bond Counsel Services. As a participating member of the Evaluation Committee, it is recommended, based on the detailed evaluation of the individual proposals, it would be in the best interest of the State to award the resulting contract to the proposal submitted by:

- **Greenburg Traurig LLP**
- **Sherman & Howard LLC**
- **Kutak Rock LLP**
- **Squire Sanders & Dempsey LLP**


Name / Committee Member


Date

EVALUATION REPORT
Solicitation No. ADSP012-00001775
Description: Bond Counsel

| | | Offerors | | | | | | | | | |
|--------|---|--|-----|---|-----|---|-----|---|-----|---|-----|
| | | Greenberg Traurig | | Sherman & Howard LLC | | Wallin Harrison PLC | | Kutak Rock | | Squire Sanders & Dempsey | |
| Weight | I- Capacity of Offeror: | #REF! | | #REF! | | #REF! | | #REF! | | #REF! | |
| 10 | Overall Capacity- Does offeror have the capability of issuing nationally recognized bonds, proven familiarity with federal and Arizona Law- Licensed attorney with a office in AZ. | Above expectations | 7.5 | bove expectation | 7.5 | Below Expectations | 2.5 | Exceeds expectations | 10 | Exceeds expectations | 10 |
| | | International firm, extended reach, very good State and Local presence | | National firm, healthy reach. State and local municipalities | | Firm did not demonstrate personnel's qualifications in public finance related to state service. Overall capacity was neither well defined nor demonstrated in proposal. | | International firm, extended reach, very good State and Local presence. Firm demonstrated an impressive depth of bench. | | Very large firm that demonstrated vast reach on local, state, and a national level. Firm also demonstrated varied personnel with expertise in AZ state finance. | |
| 540 | Experiences and Qualifications- Does offeror have partners or attorneys continuously engaged for the last five years as bond counsel for municipal bond sales Exp. As bond counsel on the state-level surface transportation financing state revolving fund | Exceeds expectations | 540 | bove Expectation | 405 | Below Expectations | 135 | Exceeds expectations | 540 | Exceeds expectations | 540 |
| | | Demonstrates good experience with public finance both state and local. State of Arizona experience, as well as experience with the Department of Transportation. | | Broad experience in public finances both with state and local municipalities. Limited experience in Arizona | | Firm demonstrated limited state or local public finance experience. Limited State of Arizona experience. | | Demonstrated a varied knowledge of AZ business, city and state government and the state and federal court systems. | | Solid working relationships with local, state, regional, national and international business...and multinational corporations, providing legal counsel both locally and globally. | |
| 50 | References | Yes | 50 | Yes | 50 | Yes | 60 | Yes | 50 | Yes | 50 |
| 200 | Cost - To be evaluated by Procurement Officer | 147.4 | | 198.5 | | 0 | | 168.7 | | 114.8 | |
| 100 | Method of Approach- Clearly state your companies understanding of the Scope of Work, and acceptance of all requirements, noting any exceptions | Meets Expectations | 50 | Meets Expectation | 50 | Meets Expectations | 50 | Meets Expectations | 50 | Meets Expectations | 50 |
| | | Vendor indicated full understanding of scope of work and no exceptions were noted. | | Vendor indicated full understanding of scope of work and no exceptions were noted. | | Vendor indicated full understanding of scope of work and no exceptions were noted. | | Vendor indicated full understanding of scope of work and no exceptions were noted. | | Vendor indicated full understanding of scope of work and no exceptions were noted. | |
| 60 | Uniform Terms and Conditions | Meets Expectations | 60 | Meets Expectation | 60 | Meets Expectations | 60 | Meets Expectations | 60 | Meets Expectations | 60 |
| | | No exceptions noted. | | No exceptions noted. | | No exceptions noted. | | No exceptions noted. | | No exceptions noted. | |
| 40 | Special Terms and Conditions | Meets Expectations | 40 | Meets Expectation | 40 | Meets Expectations | 40 | Does not comply | 0 | Meets Expectations | 40 |
| | | No exceptions noted. | | No exceptions noted. | | No exceptions noted. | | Vendor noted exception to Special Terms and Conditions. | | No exceptions noted. | |

Independent Evaluator Notes
ADSP012-00001775 Bond Counsel Services

DISCLAIMER: THIS DOCUMENT IS PROVIDED FOR YOUR CONVIENCE ONLY. This document is provided to assist evaluation committee members through the evaluation process. It is intended as a means to help an evaluator prepare for consensus meetings, determine individual ratings, track comments and organize thoughts during the independent evaluation of each proposal. If you choose to use this document, it will be considered a working document and will not be collected or retained as part of the procurement file. The official record retained in the procurement file will contain consensus evaluation scores and comments for each proposal.

GENERAL INSTRUCTIONS & REQUIREMENTS

The evaluation process consists of two phases. In the first phase, the **INDEPENDENT EVALUATION PHASE**, Evaluation Committee members prepare for the consensus evaluation meetings individually. At this point, evaluators determine initial ratings and make notes about each proposal to prepare for discussion with the committee as a whole. You will not be required to submit any documentation of your individual review to the procurement officer. Evaluators should use the following guidelines as they complete their assessment of each proposal:

1. Review the solicitation to ensure a clear understanding of the solicitation and its requirements.
2. Be familiar with each proposal and how they address the solicitation requirements.
3. Using independent judgment, evaluate each proposal individually against the evaluation criteria found in this document.
4. For each evaluation criterion,
 - a. Determine how well the proposal satisfies the stated requirements.
 - b. Enter notes about locations within the proposal that address the requirements.
 - c. Enter comments about strengths and weaknesses of the proposal in relation to the stated requirements.
 - d. Select the rating (see the "DEFINITIONS" section) that most accurately reflects the quality of the proposal. If ratings fall above or below "Meets Expectations", a detailed justification will be required as part of the procurement file record.
 - e. After all proposal evaluations are complete, review all ratings, notes, and comments for consistency in how proposals were rated. (i.e. the best proposal received the best score and the worst proposal received the worst score).
5. Remember, only the information found in the proposal and the evaluation criteria specifically identified in this document can be used in determining ratings.

In the second phase, the **EVALUATION CONSENSUS PHASE**, Evaluation Committee members meet as a group to confer, discuss and come to agreement on the scoring and comments for each proposal. This discussion will form the basis of the evaluation documentation contained within the official procurement file. The procurement officer will record information and provide documents to the committee for review. The committee will be responsible for ensuring the completeness and accuracy of these documents. Also, based on input from the committee, the procurement officer may ask vendors for clarification of their proposals or may solicit final proposal revisions. After the final evaluation, the committee members will sign a consensus scoring document that will be retained in the procurement file as justification for the resulting award decisions.

DEFINITIONS

The following definitions provide a basis for determining the score assigned to each criterion. The range of points allocated to each definition is to assist in determining the individual scores. During the consensus phase, the points assigned each proposal may change after discussion and agreement of the committee as a whole.

Exceeds Expectations | Proposal meets all requirement(s) outlined in the RFP but also provides innovative or exceptional responses. **(100% of Points)**

Above Expectations | Proposal meets all requirement(s) and goes beyond what is requested for requirement(s) outlined in the RFP **(75% of Points)**

Meets Expectations | Proposal meets the requirement(s) outlined in the RFP **(50% of Points)**

Doesn't Meet Expectations | Proposal doesn't fully meet or doesn't completely address the requirement(s) of the RFP. **(25% of Points)**

Doesn't Meet (Unacceptable) | Elements of the proposal that are unacceptable to the State. **(0 Points)**

Be reasonable, rational, consistent, and use independent judgment when evaluating each proposal.

Independent Evaluator Notes
ADSP012-00001775 Bond Counsel Services

PROPOSAL EVALUATION

for: _____
Name of Offeror

Instructions: For each of the following, determine how well the proposal satisfies the stated requirements. In the rating section, select the rating and score that most accurately reflects the quality of the Offeror's proposal. In the comments box, enter notes about specific locations within the proposal where relevant information was used in determining the assigned rating, as well as, comments on strengths and weaknesses of the proposal.

| 1. Capacity of Offer | | (400 points Max) |
|--|---|-------------------------|
| <p>a. Overall Capacity</p> <hr/> <p style="text-align: center;">Comments</p> | <p style="text-align: right;">Rating</p> <p style="text-align: center;">_____ of 10 points</p> <p><input type="checkbox"/> Exceeds expectations (pts)</p> <p><input type="checkbox"/> Above expectations (pts)</p> <p><input type="checkbox"/> Meets expectations (pts)</p> <p><input type="checkbox"/> Below expectations (pts)</p> <p><input type="checkbox"/> Unacceptable (0 pts)</p> | |
| <p>b. Experience and Qualifications</p> <hr/> <p style="text-align: center;">Comments</p> | <p style="text-align: right;">Rating</p> <p style="text-align: center;">_____ of 540 points</p> <p><input type="checkbox"/> Exceeds expectations (pts)</p> <p><input type="checkbox"/> Above expectations (pts)</p> <p><input type="checkbox"/> Meets expectations (pts)</p> <p><input type="checkbox"/> Below expectations (pts)</p> <p><input type="checkbox"/> Unacceptable (0 pts)</p> | |
| <p>c. References</p> <hr/> <p style="text-align: center;">Comments</p> | <p style="text-align: right;">Rating</p> <p style="text-align: center;">_____ of 50 points</p> <p><input type="checkbox"/> Exceeds expectations (pts)</p> <p><input type="checkbox"/> Above expectations (pts)</p> <p><input type="checkbox"/> Meets expectations (pts)</p> <p><input type="checkbox"/> Below expectations (pts)</p> <p><input type="checkbox"/> Unacceptable (0 pts)</p> | |

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Paul Summerfelt, Wildland Fire Manager
Date: 04/11/2016
Meeting Date: 05/17/2016



TITLE:

Consideration and Approval of Contract: Supplemental Agreement for Forest Treatment operations on Section 6 of the Observatory Mesa Natural Area by Perkins Timber Harvesting LLC.

RECOMMENDED ACTION:

Approve the not-to-exceed Award/Supplemental Agreement of \$414,052.40 for 540 acres of completed forest treatment work (Cutting and decking of wood products, grinding of debris, removal of grindings) on Section 6, Observatory Mesa Natural Area, to Perkins Timber Harvesting LLC of Williams AZ.

Executive Summary:

Approval of this Supplemental Agreement will ensure needed initial forest treatments on 540 acres of city owned land within the Observatory Mesa Natural Area (OMNA), located within the Flagstaff Watershed Protection Project (FWPP) area. In 2015, Perkins Timber Harvesting LLC was awarded the initial 475 acres of work within OMNA (Section 18) and has now satisfactorily completed the required work (*Cutting/Decking* of wood, *Grinding* of debris, and *Removal* of grindings). Perkins initial bid and subsequent award for the Section 18 work allowed for additional work to be assigned upon satisfactory completion, at the same cost for the same services (cutting and decking, grinding, and removal). Based upon his performance within Section 18, and his interest in doing the required work in Section 6, the subsequent Supplemental Agreement for the 540 acres within Section 6 is both warranted and to the advantage of the City.

Financial Impact:

Of the total not-to-exceed award of \$414,052.40 (540 acres of forest treatment work), the distribution breakout of City Bond-and-Grant provided funds are as follows:

- City Bond Funds (FY2016 budget of \$3,289,325 in account number 407-09-425-3277) - \$180,952.40 (match for both AZ State Forestry grants, + remaining 88 acres within parcel)
- AZ State Forestry Western Bark Beetle Initiative grant (WBBI-15-601 and account number 407-09-425-6201) - \$98,100 (256 acres)
- AZ State Forestry Wildland Fire Hazardous Fuels grant (WFHF-15-202 and account number 407-09-425-6204) - \$135,000 (200 acres)

The availability of the State Forestry provided grant funds will save the City \$233,100 in Bond money.

Connection to Council Goal and/or Regional Plan:

This effort addresses the following -

COUNCIL GOALS:

- 3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics,
- 7) Address key issues and processes related to the implementation of the Regional Plan,
- 11) Ensure that we are as prepared as possible for extreme weather events.

REGIONAL PLAN:

Environmental Planning & Conservation – Vision for the Future: *In 2013, the long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.*

Policy E&C.3.3 – Invest in forest health and watershed protection measures.

Policy E&C.6.1 – Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.

Policy E&C.6.3 – Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.

Policy E&C.6.6 – Support collaborative efforts for forest health initiatives or practices, such as the Four Forest Restoration Initiative (4FRI), to support healthy forests and protect our water system.

Policy E&C.10.2 – Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

Yes, Council approved the original contract on 7/21/2015 to Perkins Timber Harvesting Inc. for Observatory Mesa Hazardous Fuels Thinning, the original contract allowed subsequent purchases/contract work for the same terms and conditions as submitted in the bid, for a period of twenty-four (24) months from the date of City Council approval.

In addition, Council has been engaged in the Flagstaff Watershed Protection Program bond issue when it was approved to be presented to the voters (summer 2012), and has approved other grant awards and contracts related to FWPP, and has been kept updated on issues throughout the overall effort.

Options and Alternatives:

Options and Alternatives:

Four options exist:

1. **Approve** the Supplemental Agreement/Scope of Work, permitting the forest treatment work to proceed as planned: Pro – This allows the work to proceed as planned and permits full-use of the grant funds.
2. **Revise** the proposed forest treatment work (type, or extent): Con – Associated cost and delays to proposed work, plus will not meet intent of severe wildfire risk reduction and post-fire flood impacts;
3. **Discard** the Supplemental Agreement, and request a new bid process be opened with the intent/goal of achieving more favorable costs: Pro – costs may decrease (uncertain); Con – risk shortening the operational window and not achieving required acreage deliverable (termination date cannot be extended);
4. **Reject** the need to conduct forest treatments on Observatory Mesa and/or the need to accept

funding to help off-set the cost of the work: Con – Wildfire and insect risk continues unabated, will actually increase over time, puts forest sustainability in jeopardy, and results in voter direction left unmet.

Background/History:

Damage and loss of our forests from destructive wildfire and insect infestations are ever-present threats to our community. Areas that have undergone proactive forest treatments (ie – thinning, debris disposal, and/or prescribed/managed fire) are not only healthier and more resilient to damaging agents, they also provide a barrier to the spread of these agents once they do become established. Such treated areas enhance public safety, ensure infrastructure protection, and safe-guard community well-being. Within our community and immediate area, the Woody Fire (2005), Hardy Fire (2010), and Slide Fire (2014) dramatically demonstrate the value of these treatments: the Schultz Fire (2010) shows what can happen when such treatments are not in-place.

Key Considerations:

The OMNA and the forest treatments that are planned, and that have occurred, were presented during the bond campaign leading-up to the election, as part of the overall goal, area, and effort that would occur with passage of the measure. Regardless of location or casual factor, insect infestations are always difficult to manage. Wildfires on Observatory Mesa are a challenge due to access, lack of on-site water supply, adjacent neighborhoods, and other factors. Recovery efforts undertaken following a damaging event are always reactive in-nature, expensive, and never are able to fully restore a natural environment. Proactive completion of forest treatments have proven highly effective in reducing occurrence and severity of these damaging events, and of ensuring the sustainability of our forested environment.

Expanded Financial Considerations:

We anticipate the total per-acre cost to conduct this operation – from site set-up to final debris disposal following cutting – to be \$771/acre. Combining two grants with city bond funds substantially reduces the cost to city taxpayers by upwards of \$335 per acre (46% of total expected cost).

Community Benefits and Considerations:

Multiple partners have been engaged in the FWPP effort since its inception, and these partnership efforts have continued throughout planned and completed work on the OMNA. Working with City Staff, the AZ State Forestry Division was the principle author of the OMNA Forest Stewardship Plan. AZ Game & Fish Department, US Fish & Wildlife Service, and NAU's Ecological Restoration Institute provided input and review. The Nature Conservancy, Greater Flagstaff Forests Partnership, US Forest Service, private consultants, and NAU's School of Forestry have all been on the OMNA during-and-following other forest treatments providing feedback. Completion of the forest treatment work funded by this grant award will protect adjacent neighborhoods, recreational opportunities, and wildlife habitat, while promoting forest resiliency and sustainability.

Community Involvement:

Inform – Following the 50 campaign events leading up to the bond election (Nov 2012), we have continued to work at keeping the community informed of what we are doing, and why. The Project website (www.flagstaffwatershedprotection.org) is one way: numerous news stories have also been crafted and/or otherwise reported. Impromptu and announced field trips have been conducted, most recently during the Festival of Science: OMNA stakeholder members, city staff, and Council members have also been provided tours. City staff has interacted with numerous individuals hiking, running, or biking through the area, as well as with other community members interested in the work. The OMNA Stakeholder Group and the Friends of the Rio have been briefed. Information boards have established, and continue to be maintained, where the Urban Trail crosses the site and where roads enter the parcel.

Consult – We've worked with both AZ Game & Fish and US Fish & Wildlife Service to protect habitat, with adjacent neighborhoods regarding access, the US Forest Service regarding transportation routes, Kinder Morgan/El Paso Natural Gas and the Snowbowl regarding pipeline crossings, and AZ State Forestry regarding plan development.

Involve – Following treatment work on other OMNA sites, both the public and the Winter Wood For Warmth program have been engaged in removing firewood for use and distribution to area/regional residents. A few individuals who have raised issues about the work have been engaged directly by staff from NAU's Ecological Restoration Institute to provide context and a more complete understanding of the need, and the work, itself. Other City Staff, including those from Sustainability and Stormwater, have also been engaged. Community members have also been hired as seasonal Fire Dept crew members and have been engaged in conducting some of the work itself.

Empower – The planned forest treatments are part of a larger effort underway in our area and throughout northern AZ. We and our many partners have been engaged for nearly two decades in this work, on various jurisdictions and site conditions, and have utilized a variety of prescriptions and approaches to ensure we have a full-suite of treatments across the greater landscape. The work to be funded by this award is based upon credible and proven science-based forest restoration and hazard fuel management standards and knowledge. It adheres to guidelines established in the Greater Flagstaff Area Community Wildfire Protection Plan (City & County - 2005), is consistent with forest treatments designed and implemented by the Greater Flagstaff Forests Partnership (1999-present) and the City of Flagstaff Wildland Fire Management program (1998-present), meets the goals of the State of AZ 20-Year Strategy (2007), is consistent with the required actions identified in both the initial and final Observatory Mesa Forest Stewardship Plan (2013 and 2015, respectfully) and both the Four Forests Restoration Initiative's and the Flagstaff Watershed Protection Project's Final Records of Decision (USFS - 2015). Further, it meets grant requirements for post-treatment conditions.

Attachments: [Contract Amendment](#)
 [Scope of Work - Harvesting Guidelines](#)

OFFER AND CONTRACT AWARD

Submit the original of this form to the City.

Contract Amendment

TO THE CITY OF FLAGSTAFF:

The Undersigned Vendor hereby agrees to furnish the services in compliance with all terms, conditions, and specifications set forth in Bid # 2015-73 per Special terms and conditions – subsequent purchases. The Undersigned Vendor also certifies by signing and submitting this Amendment that Undersigned Vendor has the legal authority to enter into a contract with the City.

For clarification of this offer, contact:

E-Mail Address: _____

Name: _____

Federal ID Number: _____

Phone: _____

Fax No.: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

Type of Legal Entity (select applicable box)

Date: _____

Corporation LLC Partnership
 Sole Proprietor Other _____

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Flagstaff Use Only)

Your Offer is hereby accepted.

Vendor is now bound to perform services listed by the attached scope of work based upon the Contract Documents.

This Contract shall henceforth be referred to as Contract No. 2015-73 (special terms and conditions – subsequent purchases). Vendor is hereby cautioned not to commence any billable work or provide any services under this Contract Amendment until vendor receives an executed purchase order.

Awarded this ____ day of _____ 2016.

City Manager

Observatory Mesa Harvesting Guidelines: FWPP Planned Operations – Section 6

Stand History: The majority of the Harvest Area has been harvested through numerous entries by the Arizona State Land Department over the past century. Early operations generally focused on removal of larger diameter sawtimber with several pulpwood sales occurring in the last quarter of the 20th century. Operations have resulted in fairly homogenous stands of low to marginal quality timber in the small to mid range size classes with average basal areas ranging from approximately 40-200 ft² BA per acre.

Treatment Goals:

1. Reduce the risk of catastrophic, stand-replacing wildfire by decreasing stand densities, increasing average crown base height, and decreasing crown continuity. Create conditions that are conducive to the reintroduction of low intensity surface fire. Improve understory productivity and diversity.
2. Create a more open vigorous and diverse uneven-aged forest structure with large openings and a groupy/clumpy character resembling, though not precisely replicating, the forest structure which existed prior to the interruption of the historic fire regime. Trees will be left in groups and clumps of varying shape, size, and configuration with trees of varying number, size and age classes to create a heterogeneous forest more in line with the historic range of natural variability.
3. Improve forest health by: decreasing inter-tree competition; increasing individual tree growth and vigor; increasing age and size class diversity; reducing wildfire hazard; decreasing susceptibility to disease and insect mortality; increasing understory productivity and diversity; maintain and where possible, improve wildlife habitat.

Section 6 Objectives:

1. Reduce risk of severe wildfire and promote restored ecosystem structure, function and process through tree harvesting activities.
2. Increase overall diversity of size classes and distribution.
3. Reduce overall canopy cover by approximately 55%, primarily as tree groups.
4. Create a tree group forest structure (approximately 45% of unit/stand/area),
5. Reduce average residual BA to vary between 60-80 ft² BA/A. The stand should be characterized by dense clumps (10-20%, 90-110 ft² BA), variable sized openings (approx 35.5% of the area), and the rest in “thinned stands” averaging 60-80 ft² BA/A (variability is encouraged across the thinned area).
6. Where current stand structure permits, retain tree clumps of 3-50 trees; some with interlocking crowns and multi-story structure, interspersed with openings and interspaces that more closely resembles conditions which existed prior to interruption of the historic fire regime. Clumps will be spaced at least 50ft apart with larger clumps (20-50 trees) spaced approximately 50-100ft between clumps.
7. Retain denser clumps/groups desirable for wildlife cover.

8. Create openings and increase the size of natural openings (Maximum 5 ac.)
9. Retain snags greater than 18 inches DBH and 12 feet tall unless deemed a Hazard Tree by Sale Administrator.
10. In addition, a longer-term objective is to permit establishment of natural regeneration in openings to facilitate long-term structural heterogeneity.

Cutting Guidelines:

1. Large trees will be retained where possible although trees up to 24" DBH may be removed where necessary to achieve overall desired forest structure including: encroached grasslands; within-stand openings; and within areas heavily stocked with a preponderance of large, young trees. No live yellow barked trees are permitted for removal regardless of size or condition.
2. Tree groups will occupy approximately 65% of the overall area and will range in size from 1.0-5.0 acres. Spacing between groups will typically vary between 50 to 300ft+ (exceptions may occur where larger openings are approved by the Sale Administrator). As conditions allow, the majority of tree groups will be arranged perpendicular to predominant winds, to reduce wildfire hazard.
3. Multiple tree clumps of 3-50+ trees of varying size will be scattered within each individual tree group, and will range from <0.1 – 2.0 acres in size. Stocking of each tree clump will vary between 40 - 140 ft² BA/acre, and most will have interlocking crowns. Some light thinning within a clump is permitted to reduce ladder fuels and achieve overall objectives. Trees outside of an identified clump but within an identified tree group will largely be removed, with some individual "link" trees retained in order to meet objectives.
4. Basal Area of tree clumps located within 0.4 miles south or west of homes will not exceed 80 ft² BA/acre to reduce the risk of torching and subsequent ember transmission.
5. A buffer zone with a lower basal area (50-70 ft² BA/A) will be located around the south and west sides of any tree clump exceeding 90 ft² BA/A, and will extend out at least 50 feet.
6. Individual tree clumps outside of and separate from a larger group may be located on small hilltops and rises.
7. Openings will comprise approximately 35% of the overall Harvest Area, will vary in size from 0.25 – 5.0 acres, and vary in shape and configuration. All trees within an opening which are less than 24 inches DBH are to be removed.
8. Irregular tree spacing and vertical diversity within-and-between the individual groups and clumps is desired.
9. Yellow barked pines, regardless of size), Gambel oak (regardless of size), juniper species (regardless of size), fir trees (regardless of size), pines greater than 24 inches DBH, and all large snags ($\geq 18''$ DBH and $\geq 12'$ tall) will be retained.
10. Preserve all large (greater than 18" diameter at mid-point of log) down and dead logs in original location and condition during cutting and skidding operations

Factors to consider for other trees to retain include:

- Trees in the larger size classes (≥ 16 " DBH) except where necessary to limit meadow encroachment, create or maintain intra-stand openings in areas of high BA resulting from the preponderance of large young trees;
- Dominant and co-dominant blackjack pines with good tree form and vigor;
- Any size class (≥ 1 " DBH), so as to increase vertical diversity;
- Those forming tree clumps around trees ≥ 24 " DBH;
- Those not in the most common size classes (≤ 5 " DBH and ≥ 16 " DBH), and
- Trees with obvious wildlife nesting activity (squirrel and/or bird nests);
- Trees/clumps located on small rises/hilltops;
- Trees of poor form (if no other choices exists or special "character;")
- Trees which are fading if average snag per acre count is below 4 per acre.

Factors to consider for trees to remove include:

- Trees with obvious insect or disease infestation;
- Trees with Dwarf Mistletoe Ratings of 3+ (DMR3+);
- Hazard Trees as determined by the Sale Administrator;
- Trees of the most dominant size classes;
- Trees damaged or of poor form;
- Trees which are "fading" or suppressed trees exhibiting low vigor;
- Trees surrounding oak clumps.

Special Notes:

- No skidding/driving on Loop Trail or FUTS Trail (Single perpendicular crossing only as necessary and approved by Sale Administrator).
- No cutting permitted within 650 ft. of homes between 1700 – 0800.
- No landings, log decks or slash piles are to be located within 600 ft. of any home.
- Locate piles in open areas and in such a fashion to drastically reduce chance of scorch.
- All operations will be conducted during either dry or frozen soil conditions.
- Road improvement/landings to be kept to an absolute minimum.
- No piling/landings on the water line or gas line.
- Contractor must only cross gas and water utility lines at designated crossings and perform appropriate and approved protection measures where needed.
- All Standard Specifications contained within the contract shall be adhered to.

The Purchaser shall protect all known survey and reference monuments, witness and bearing trees, telephone and power lines, fences, ditches and other improvements against damage or destruction during the Purchaser's operations. If damage or destruction does occur, the Purchaser shall be responsible for immediate restoration of the improvements to a condition satisfactory to the owner.

Section 6

Cheshire Park

180

Museum of Northern Arizona

Anasazi Ridge

Observatory Mesa Trail



Thorpe Park

Tunnel Springs Trail

Mars Hill Trail

Lowell Observatory

Thorpe Bark Park

Downtown Flagstaff

Railroad Springs

66

40

66

Map Explanation



Trailhead



Single Track Trail



FUTS Trails



Forest Service Road 515



Observatory Mesa Natural Area

Coconino National Forest



City Parks



0 0.25 0.5 0.75 1 Miles

Map and data provided by COF GIS Section 11/2014. The data is intended only to depict approximate locations. It should not be relied upon without proper field verification

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Roger Eastman, Zoning Code Administrator
Date: 05/04/2016
Meeting Date: 05/17/2016



TITLE:

Public Hearing, Consideration and Possible Adoption of Resolution Nos. 2016-21 and 2016-13, and Ordinance No. 2016-22: Public hearing to consider proposed amendments to Flagstaff Zoning Code, Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps); consideration of Resolution No. 2016-13 declaring the proposed amendments as a public record; and adoption of Ordinance No. 2016-22, adopting amendments to Flagstaff Zoning Code Chapter 10-50 (Supplemental to Zones), Division 10-50.100 (Sign Standards), and other related amendments in Chapter 10-20 (Administration, Procedures and Enforcement), Chapter 10-80 (Definitions) and Chapter 10-90 (Maps), by reference, and consideration of Resolution No. 2016-21 to adopt the Flagstaff Sign Free Zone (***Zoning Code Amendments - Sign Standards; adopting the Flagstaff Sign Free Zone***)

RECOMMENDED ACTION:

At the May 17, 2016, Council Meeting:

- 1) Continue holding Public Hearing
- 2) Read Resolution No. 2016-21 by title only
- 3) City Clerk reads Resolution No. 2016-21 by title only (if approved above)
- 4) Adopt Resolution No. 2016-21
- 5) Read Resolution No. 2016-13 by title only
- 6) City Clerk reads Resolution No. 2016-13 by title only (if approved above)
- 7) Read Ordinance No. 2016-22 by title only for the first time
- 8) City Clerk reads Ordinance No. 2016-22 by title only (if approved above)

At the June 7, 2016, Council Meeting:

- 9) Adopt Resolution No. 2016-13
- 10) Read Ordinance No. 2016-22 by title only for the final time
- 11) City Clerk reads Ordinance No. 2016-22 by title only (if approved above)
- 12) Adopt Ordinance No. 2016-22

Executive Summary:

Amendments to Flagstaff Zoning Code Division 10-50.100 (Sign Standards) are needed in response to the US Supreme Court's decision last year in the *Reed v. Town of Gilbert* sign case. At a work session with the Council on December 8, 2015 the reason for these amendments was discussed and an overview of them was presented by staff. Council provided direction to staff on these amendments which has been included in the amendments, which were reviewed and recommended for approval by the Planning and Zoning Commission on February 24, 2016, attached to Resolution 2016-13. Recent

revisions proposed after further legal review have been inserted in Track Changes format. Resolution No. 2016-21 is also attached if the Council agrees to the adoption of the Flagstaff Sign Free Zone.

Financial Impact:

Council's possible adoption of the proposed amendments to the City's sign standards will not have a financial or budgetary impact on the Comprehensive Planning and Code Administration Program's budget.

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

7) Address key issues and processes related to the implementation of the Regional Plan.

REGIONAL PLAN:

The Flagstaff Regional Plan 2030 supports the amendments to Division 10-50.100 (Sign Standards) with the following goals and policies:

Goal CC.1. Reflect and respect the region's natural setting and dramatic views in the built environment. The proposed amendments support this goal by ensuring the aesthetic beauty of the City's natural and built environment is protected (Purpose statement B.5).

Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image."

Has There Been Previous Council Decision on This:

The Council held an executive session and work session on December 8, 2015 to discuss the proposed amendments to Division 10-50.100 (Sign Standards) and an additional executive session on April 12, 2016.

Options and Alternatives:

Please refer to the Expanded Options and Alternatives below.

Background/History:

In June this year the US Supreme Court rendered its decision in the *Reed v. Town of Gilbert* sign code case which clarified when government regulation of speech is content based. Content-based laws are presumptively unconstitutional. The Supreme Court's decision in the *Reed* case has wide-ranging implications for sign ordinances in cities across the nation.

1. The key takeaway from the *Reed* case is that cities cannot categorize signs based on the topic or message being conveyed and then impose restrictions within each content-based category. For example, the current sign code provides different standards for different types of temporary signs such as real estate signs, new development construction signs, political signs, and commercial advertising signs. Subjecting each category of signs to different restrictions is no longer permissible under *Reed*.
2. As a result of the *Reed* decision, every sign code needs to be carefully scrutinized to ensure that it does not contain content-based regulations. Planning staff has worked closely with the City's Attorney's office to understand the implications of the *Reed* decision on the City's sign code and

over the past few months has developed many ideas for amendments to the sign regulations. Staff also participated in a professional development workshop hosted by the Arizona Planning Association in August 2015 on the implications of the *Reed* case, and was a presenter at professional conferences in October and November (Quad States Conference in Kansas City in October and the Arizona Planning Association annual conference in November), and most recently the New Jersey Planning Association conference in January 2016, in which the principles behind the City's draft amendments were presented to the attendees. Staff took advantage of being at these conferences to talk with planners and attorneys familiar with the *Reed* case to solicit their input and ideas on the City's ideas. The response was very supportive and favorable.

A summary of this important case is provided in the first attachment, "An Overview of *Reed v. Town of Gilbert*, US Supreme Court No. 135 S.Ct. 2218, 2015."

Key Considerations:

The proposed amendments to Division 10-50.100 (Sign Standards) are intended to ensure consistency with the US Supreme Court's decision, and to streamline, simplify, and improve the standards to provide flexibility and maintain a positive community image, while supporting the needs of business owners.

Resolution 2016-13 (2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100 (Sign Standards) and Other Related Divisions) is attached. This is a "Clean" version of the amendments to the sign standards and other related Sections of the Zoning Code with all changes accepted to assist in the Council's review, except that recent revisions proposed after further legal review have been inserted in Track Changes format. This version has been reorganized into a more logical structure, cross references and formatting are completed, and it is a final version. A "Track Changes" version of the draft amendments that shows new text in underline and text to be deleted in ~~strikeout~~ is also attached, as is Ordinance 2016-22.

The majority of the amendments included within this Division, especially in the Portable Signs Section (formerly Temporary Signs), are proposed in response to the US Supreme Court's decision in the *Reed v. Town of Gilbert* sign code case to ensure that the City's sign provisions are content neutral. The Planning and Zoning Commission as part of their review of the entire Zoning Code in June 2015 recommended approval of a few minor amendments within the Permanent Sign Section of the Code (Section 10-50.100.060), and these, together with additional amendments, especially in the Portable Signs Section (10-50.100.090) are included in the attached amendments documents. The narrative below provides an overview of the more substantive amendments organized by Section and Subsection.

10-50.100.010 Purpose

- B. Includes minor amendments to remove redundant language and improve readability.
- C. Table 10-50.100.010.A (Sign Types) has been deleted as it provided information of little value to readers and users of the Code.

10-50.100.020 Applicability

- A.4 The text describing how the sign standards are applied for permanent signs across the whole City and within the Flagstaff Central District and Historic Downtown District has been moved to the permanent sign Section (10-50.100.060). The provision allowing for speech in a traditional public forum has been moved from Section 10-50.100.040.A (Location Restrictions) to this Section where it is more appropriately placed.
- B. Interpretations. Includes additional language to provide that non-commercial speech may be substituted for commercial speech on a sign without the need for a permit.
- C. Exemptions.

- The following Subsections have been deleted or removed from this Subsection:
 - Display Board for Daily Specials
 - Political Signs
 - Neighborhood or District Signs (now included within Section 10-50.100.100.A (Flagstaff Central District))
 - Non-Structural Modifications and Maintenance (moved to the Section 10-50.100.030 (Sign Permit Requirements))
 - Real Estate Signs
 - Signs Required by Law (now included within governmental signs)
 - Vehicle Signs (Moved to Table 10-50.100.060.P (Standards for Other Sign Types))
 - Yard and Garage Sale Signs
- The following Subsections have been updated to clarify standards and improve readability:
 - Flags: The former text concerning flags has been deleted to ensure consistency with the Reed case.
 - Governmental Signs (includes property address signs)
 - Internal Signs and Signs within City Recreation Facilities.

10-50.100.030 Sign Permit Requirements

- A. The requirement for Temporary Sign Permits for all temporary signs has been modified to only require a permit for Temporary Wall Banner Signs. The draft amendments contemplate that all other temporary signs (i.e. Portable Signs) will not be subject to a permitting requirement.
- C. The standards for Non-Structural Modifications and Maintenance have been moved from Subsection C. (Exemptions) to this Section where they more appropriately should be placed.

10-50.100.040 General Restrictions for All Signs

- A. Location Restrictions Prohibited Signs. Includes minor amendments to remove redundant language and improve readability. *Former section name accepted so that a new Prohibited Sign Section can be added – see B. below.*

Included in the proposed amendments (Page 50.100-11 of the attachment to Resolution 2016-13) is an alternative to the prohibition of all signs (other than government signs for public safety purposes) in the current Sign Code. This alternative would allow for the following:

1. Prohibit permanent signs within, on or projecting into the City right-of-way;
2. Prohibit the placement of signs containing a commercial message within City rights-of-way; and
3. Prohibit portable signs within the Flagstaff Sign Free Zone.

The provision allowing for speech in a traditional public forum has been moved to Section 10-50.100.020.A (Applicability), and the standards for signs on vehicles have been moved to Table 10-50.100.060.P (Standards for Other Sign Types). The standards prohibiting a vehicle from being used as an advertising sign have been deleted from this Subsection as they are included in Table P. Also, an amendment to this Section clarifies that no signs may be placed on the roof of a building except as permitted in the Roof Sign Subsection (10-50.100.060.C.4.b.(11)).

- B. Prohibited Signs. This is a new section to include billboards, bandit signs and stuffed or inflated animal signs.
- C. Display Restrictions. Includes minor amendments to remove redundant language and improve readability.

10-50.100.050 General Requirements for All Signs

- No significant amendments are proposed in this Section except to include an additional photograph to better illustrate how to calculate sign area.

10-50.100.060 Permanent Signs

- C.4.b.(2) Building Mounted Signs. Includes minor amendments and an illustration to clarify and better explain the standards for sign placement.
- C.4.b.(5) Driveway Signs (formerly Directional Signs). Includes minor amendments to remove the requirement that these signs may only be approved as part of a Comprehensive Sign Program.
- C.4.b.(7) Freestanding Signs. Includes a new standard to allow for a freestanding sign to be mounted on two or more posts. A new standard specific to the post signs typically used to advertise a property or building for sale, rent or lease is also included.
- C.4.b.(14) Window Signs. Includes an amendment to accommodate open signs. Also, the combined area of permanent and temporary window signs has been increased from 25 to 40 percent of the window area.
- C.4.b.(15) Vehicle Signs (formerly Other Sign Types). This Subsection now only applies to vehicle signs. The standards for fuel pump topper signs have been deleted as these are portable signs not permanent signs; the standards for open signs have been removed (inserted into Window Signs – see above); the standards for vehicle signs have been moved from the Exemptions Subsection into this table and a statement regarding the intent of the regulations has been inserted; and, the standards for vending machines have been deleted as they were hard to apply and enforce.

10-50.100.070 Comprehensive Sign Programs

- C. Review. Includes a minor amendment to also allow this Section to also apply to building mounted signs.

10-50.100.080 Sign Design Performance Standards

- B. Cumulative Adjustments. Includes a minor amendment to correct an error to ensure consistency with other applicable standards.

10-50.100.090 Portable Signs

- In order to ensure that the City's temporary sign regulations are consistent with the US Supreme Court's decision in the Reed v Town of Gilbert sign case, numerous and significant amendments are proposed in this Section to ensure that the City's sign provisions are content neutral.
- The Council directed staff to draft revisions to the Temporary Sign Section to allow temporary signs to be displayed for an indefinite period of time without the need for a permit, subject to various standards that, for example, limited the total area of the signs, their placement on private property, etc. This means that the signs are hardly "temporary", and staff has suggested instead that they be called "portable signs".

Key decision points – Portable Signs:

- No portable signs will be permitted in public right-of-way (both City and ADOT).
 - No permit will be required for portable signs, except temporary wall banner signs.
 - It was agreed that all portable signs may be displayed for an unlimited period of time and will not be required to be removed at the close of business as originally proposed by staff. An exception is that temporary wall banner signs may only be displayed for 30 days. For this reason as these signs could be in place for extended periods of time and, therefore, are not really "temporary", they have been called "portable signs".
 - An area limitation will be established to determine the maximum area of portable signs permitted in residential zones (16 sq. ft.) and non-residential zones (originally proposed as 32 sq. ft. and reduced to 24 sq. ft.). Staff has proposed that the area of temporary wall banners (max. 24 sq. ft.) should not be included in this area limitation
 - Temporary window signs will also not be included in the area allowance for portable signs.
 - The Flagstaff Sign Free Zone as authorized under ARS § 16.1019 is included in the proposed amendments.
- A. Purpose. A minor amendment is proposed to eliminate redundant language.

- B. General to All.
 - Clarifies that a temporary sign permit is only required for a temporary wall banner sign. It has been renamed as a Temporary Wall Banner Sign Permit.
 - The redundant provisions stating that portable signs may not be illuminated (this standard may be found in Table 10-50.100.090.A) and the sign standard for events on City property approved under a Special Event Permit have been eliminated (See Section 10-50.100.090.B.3).
 - The provision allowing for speech in a traditional public forum has been moved to Section 10-50.100.020.A.4 (Applicability) where it is more appropriately placed.
 - The provision that allows the removal of portable signs in public right-of-way and in clear view zones by City code enforcement staff when a hazard to pedestrian or vehicle traffic is present has been moved to Section 10-50.100.120 (Enforcement).
 - A new standard is proposed that establishes no limitations on the length of time that portable signs may be displayed except for temporary wall banners.
- C. Standards for Portable Signs. This Subsection has been significantly shortened and most of the former standards have been eliminated because they were content-based. This includes for example, the standards for various signs (e.g. temporary construction signs, signs for temporary uses, new occupancy or use signs, grand opening signs, directional signs, promotional signs, going-out-of-business signs, etc.). Furthermore, the standards for different sign types (e.g. A-frame or upright signs, feather or vertical banners, and wall banners) have been consolidated into one table (Table 10-50.100.090.B) to eliminate redundancy and to simplify the Code. This Section has also been reorganized as summarized below:
 - 1. Time, Place and Manner Restrictions for Portable Signs.
A new Table 10-50.100.090.A provides all the standards applicable to the placement of portable signs. It is divided into three sections: Applicable to All Zones (e.g. includes standards on what elements are prohibited on a portable sign and design and construction standards); Commercial, Industrial and Other Non-Residential Zones; and All Residential Zones (each of these subsections includes standards on period of use, hours of use, allowable sign area and number of signs). A content neutral standard is assured because the sign message is not regulated. However, the total area of portable signs in commercial zones is limited to 24 sq. ft. per business while the total area of portable signs in residential zones is limited to 16 sq. ft. per lot or parcel. This maximum sign area limitation allows for multiple portable signs to be displayed with a variety of messages (may be political, business advertising, or ideological) provided they do not exceed the area limitation. Consistent with Council's direction provided in the October 8th work session, the area of temporary window signs and temporary wall banners is not included in the total sign area for portable signs.
 - 2. Standards for Specific Portable Sign types.
Table 10-50.100.090.B consolidates the area, height, width, and number of signs, etc. standards for various portable sign types, including A-frame or upright signs, feather or vertical banner signs, wall banner signs, and a new sign type, yard signs. End Note #1 allows for various other types of portable signs such as fuel pump topper signs or balloon bobbers. Balloon bobbers are preformed into the shape of a balloon but are not inflated with pressurized air and are typically attached to a short pole or stick. End Note 2 is also proposed to be deleted.
 - 3. Civic and Non-Profit Events Signs on City Approved Sign Support Structures.
The standards in this Subsection are unchanged except that a purpose statement has been added that clarifies that signs advertising a community event may be placed on these sign structures rather than the current standard which requires them to be located on the sign structures.
 - 4. Sign Walkers.
The existing standards have been simplified to make them easier to apply, and updated to be consistent with Arizona law.

In the alternative, the following options may be considered by the Council (Note that after discussing these options the Planning and Zoning Commission agreed to recommend approval of the approach to sign regulation presented in the attached amendments):

- **OPTION 1:** *Require a permit for all temporary signs and limit the display time that temporary signs may be displayed (may be anywhere from 60 days to 5 months). Under this option there would be no need for the proposed “portable sign” amendments as the length of time that they would be displayed will be limited. Enforcement and permitting of this option will be challenging and may be burdensome on staff. All temporary signs (except wall banners) could be required to be removed at the close of business (current code standard) or permitted to remain in place overnight (staff’s preferred approach). Note that as all temporary signs would require a permit, this would include political, ideological, real estate, commercial advertising signs, etc.*
- **OPTION 2:** *Do not require a permit for all temporary signs and limit the display time that temporary signs may be displayed (may be anywhere from 60 days to 5 months), Under this option there would also be no need for the proposed “portable sign” amendments. However, it would rely on an honor system with business owners and others placing signs on their property, similar to the approach used for civic/non-profit event banner signs on the City’s sign structures to inform the City when a temporary sign would be displayed and removed within the time frame determined by the Council. Enforcement and management of this option will be challenging and may be burdensome on staff. All temporary signs (except wall banners) could be required to be removed at the close of business (current code standard) or permitted to remain in place overnight (staff’s preferred approach).*

10-50.100.100 Sign Districts of Special Designation

- A. Flagstaff Central District. The standards for Neighborhood or District Signs have been moved into the freestanding sign section.
- B. Downtown Historic District. The standards for stanchion signs in former Table 10-50.100.090.E (Standards for Temporary Stanchion Signs) have been deleted consistent with the principle of prohibiting all temporary (portable) signs in the public right-of-way. Also, the former prohibition on A-frame and Upright Signs in this Downtown District has been removed, and only feather vertical banners are now proposed to be prohibited in this District.
- E. Flagstaff Sign Free Zone. This is a new Subsection included into the Zoning Code pursuant to A.R.S. §16-1019 which enables a municipality to establish a zone based on City rights-of-way in which no portable signs are permitted. Additional amendments have been added to this Subsection to clarify its purpose. This statutory provision further requires that should the Council agree to the establishment of a Flagstaff Sign Free Zone it must be adopted by resolution, in this case, Resolution No. 2016-21, attached.

10-50.100.110 Nonconforming Signs

- No amendments proposed.

10-50.100.120 Enforcement

- The provisions allowing for the removal of portable signs in public right-of-way and in clear view zones by City code enforcement staff when a hazard to pedestrian or vehicle traffic is present has been moved from the Portable Signs Section.

10-50.100.130 Appeals

- No amendments proposed.

10-50.100.140 Severability

- No amendments proposed.

Needed Amendments to Other Related Chapters of the Zoning Code

Chapter 10-20 Administration, Procedures, and Enforcement:

Division 10-20.40 Permits and Approvals

Section 10-20.40.130 Sign Permits – Temporary Wall Banner Sign Permits

- B. Sign Permit Requirement. Includes minor amendments to state that a sign permit is only required for a temporary wall banner.

Chapter 10-80 Definitions:

Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions

- Includes minor amendments to the following definitions:
 - Sign – includes signs for ideological and political purposes
 - Sign, Balloon Bobber – includes a new definition for this sign type
 - Sign, Portable – includes a new definition for this sign type
 - Sign, Post – includes a new definition for this sign type
 - Sign, Temporary – clarifies and simplifies the definition
 - Sign, Temporary A-frame – clarifies and simplifies the definition
 - Sign, Temporary Upright – clarifies and simplifies the definition
 - Sign, Temporary Feather or Vertical Banner – clarifies and simplifies the definition
 - Sign, Temporary Wall Banner – clarifies and simplifies the definition
 - Sign, Temporary Yard – includes a new definition for this sign type.
 - Sign Walker - expands the definition to also allow non-commercial messages.
- The following definitions are proposed to be deleted:
 - Sign, Menu Display Board
 - Sign, Real Estate
 - Sign, Real Estate Directional
 - Sign, Stanchion
 - Sign Temporary
 - Sign, Temporary Directional
 - Sign, Temporary Event
 - Sign, Temporary New Development/Construction

Section 10-20.50.100.F of the Zoning Code establishes findings for the approval of text amendments. It is staff's recommendation that the Council may find that the proposed amendments to Division 10-50.100 (Sign Standards) and other related Divisions meets the following findings:

Findings for Text Amendments:

1. The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and
3. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Flagstaff residents and business owners, users of the City's sign standards, and City staff will benefit from the adoption of these proposed amendments as they will fix known deficiencies and redundancies in the standards, simplify the permitting processes for temporary (portable) signs, clarify and simplify standards and procedures, and importantly, provide consistency with the US Supreme Court's decision in the *Reed v. Town of Gilbert* sign case by ensuring that the sign standards do not contain content-based regulations.

Community Involvement:

INFORM, CONSULT, and INVOLVE

Once a preliminary draft of the proposed amendments to the Sign Standards was completed, staff has engaged with members of such local organizations as Friends of Flagstaff's Future, Northern Arizona Builders Association, Northern Arizona Association of Realtors, and the Flagstaff Chamber of Commerce Economic Development Committee to solicit their comments and reaction to the amendments. Also, a number of articles were published in the Flagstaff Business News and Cityscape, and staff has participated in frequent interviews on KAFF Radio.

Consistent with state law and the requirements of the Zoning Code the Planning and Zoning Commission held a work session on the proposed sign code amendments on February 10, 2016. No residents were in attendance and no comments were provided to the Commission. The Council also held a work session on December 8, 2015 on the proposed amendments at which time general policy direction was provided to staff. No residents spoke to the Council at that work session.

In advance of all Council and Planning and Zoning Commission work sessions as well as the Commission's February 24th public hearing, staff has sent out an email to local stakeholder organizations such as Friends of Flagstaff's Future, Northern Arizona Builders Association, Northern Arizona Association of Realtors, and the Flagstaff Chamber of Commerce Economic Development Committee. These groups were requested to forward the email to their members. Interviews with KAFF radio have also been scheduled regularly, and posts to the City's Facebook accounts have been posted. Further, in compliance with state law and the Zoning Code's noticing requirements, a ¼ page display advertisement (larger than the minimum required 1/8 page ad) was printed in the Arizona Daily Sun in advance of all public meetings and public hearings of the Planning and Zoning Commission and the City Council.

About six members of the public attended the Planning Commission's February 24th public hearing, but none chose to speak to the Commission. At this meeting the Commission unanimously recommended that the Council approve the amendments to Division 10-50.100 (Sign Standards) attached to Resolution 2016-13.

Expanded Options and Alternatives:

1. Adopt Resolution 2016-21 designating a sign free zone within the City pursuant to A.R.S. § 16-1019(F).
2. Do not adopt Resolution 2016-21, and therefore, do not designate a sign free zone within the City pursuant to A.R.S. § 16-1019(F).
3. Adopt Resolution 2016-13 declaring that document entitled "*2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100 (Sign Standards) and Other Related Amendments*" to be a public record.
4. Do not adopt Resolution 2016-13 and, therefore, do not declare that document entitled "*2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100 (Sign Standards) and Other Related Amendments*" to be a public record.
5. Adopt Ordinance 2016-22 to amend the Zoning Code's sign standards (Division 10-50.100 (Sign Standards)) and other related chapters of the Zoning Code.

6. Modify and adopt Ordinance 2016-22 to amend the Zoning Code's sign standards (Division 10-50.100 (Signs Standards)) and other related chapters of the Zoning Code.
 7. Do not adopt Ordinance 2016-22 and, therefore, do not amend the Zoning Code's sign standards (Division 10-50.100 (Signs Standards)) and other related chapters of the Zoning Code.
-

Attachments: [Overview - Reed v. Town of Gilbert](#)
 [Res. 2016-21](#)
 [Res. 2016-13](#)
 [Sign Standards Amendments TrackChanges Version](#)
 [Ord. 2016-22](#)
 [PowerPoint Presentation](#)

An Overview of *Reed v. Town of Gilbert*, US Supreme Court No. 135 S.Ct. 2218, 2015

The US Supreme Court, in a landmark decision rendered in June 2015, fundamentally changed the way cities and towns should approach sign regulation.

Mr. Reed is the pastor of a small church, the Good News Community Church, whose Sunday services are held at various temporary locations within the Town of Gilbert, Arizona. As they do not have a fixed location, on Saturday mornings Pastor Reed posted signs bearing the name of the church and the time (typically 9:00 am) and location of the next day's service. The signs were removed shortly after the church service.



Typical Sign used by the Church: "Temporary Directional Sign Relating to a Qualifying Event"

Source: <http://www.nytimes.com/2015/06/19/us/justices-side-with-arizona-church-in-dispute-over-sign-limits.html>

The Town of Gilbert's sign code prohibited the display of outdoor signs without a permit, except that 23 categories of signs were exempted. These included ideological signs, political signs and "temporary directional signs to direct the public to a church or other qualifying event". In addition, each of these sign types had specific area limitations and time and placement restrictions as summarized below:

| Sign Type | Example Message | Area (Max.) | Where? | How long? |
|---|-----------------------------|----------------------------------|--|--|
| Ideological Signs | "Save the Whales" | 20 sq.ft. | Anywhere | No limit |
| Political Signs | "Vote for Bob" | Res. 16 sq.ft. Com. 32 sq.ft. | Private property; not town ROW | 60 days before primary election 15 days after general |
| Temp. Directional Sign Relating to a Qualifying Event | "Church Meeting at 9:00 am" | 6 sq.ft | Public or private land; max. 4 on a property at one time | 12 hours before 1 hour after |

The church was cited by the Town of Gilbert for placing temporary directional signs in violation of the Town's sign code standards. Specifically, the church was cited for exceeding the time limits for displaying its temporary directional signs and for failing to include an event date on the signs. Unable to reach an accommodation with the Town, the church filed suit claiming that the sign code abridged their freedom of speech. After losing his case in front of the Arizona District Court, and the Ninth Circuit Court of Appeals, Pastor Reed sought review by the U.S. Supreme Court. The case was argued in front of the Supreme Court on January 12, 2015, and decided on June 18, 2015.

The Supreme Court's decision in this case has far reaching implications for the day-to-day regulation of signs. The key takeaways from the *Reed* decision may be summarized as follows:

- The *Reed* case clarified when a government regulation of speech is content based.
- Content-based sign regulations are presumptively unconstitutional.
- Time, place, and manner regulations are acceptable provided they are content neutral, narrowly tailored, and serve a legitimate government interest.

- All signs are affected by the outcome of the *Reed* decision, i.e. temporary signs and permanent signs.
- It appears that commercial signs may still be regulated differently than noncommercial signs (e.g., a municipality can likely still prohibit off-premise commercial signs).
- A municipality cannot exempt certain categories of signs to avoid review. Exempting a category of signs, such as political signs or real estate, is the same as allowing them without regulation. Assuming other categories of signs containing noncommercial speech are regulated, those regulations will be deemed content based and presumptively unconstitutional.
- Careful scrutiny of a sign code is essential to ensure content neutrality.

Three Practical Considerations to Improve a Sign Code

1. Every city and town should carefully review their sign regulations to ensure the Code is content neutral.
2. Remove all references to the content of a sign. For example, regulations for different sign types, such as “real estate signs,” “garage sale signs,” “political signs,” or “grand opening signs,” are content based and need to be removed from the sign code. A better approach is to simply call them “temporary signs” and regulate the number, size, and location of the signs in a content-neutral manner.
3. The sign code should include a severability clause and a substitution clause. The severability clause states that if a specific provision of the Code is found to be unconstitutional, it is the intent of the legislative body that the rest of the Code remains valid. A substitution clause allows noncommercial speech to be substituted wherever commercial speech is allowed, which is intended to avoid arguments that the Code favors commercial speech over noncommercial speech.

RESOLUTION NO. 2016-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
ARIZONA DESIGNATING A SIGN FREE ZONE WITHIN THE CITY PURSUANT
TO A.R.S. § 16-1019(F) AND ESTABLISHING AN EFFECTIVE DATE**

RECITALS:

WHEREAS, Arizona Revised Statutes (A.R.S.) section 16-1019(C) prohibits cities from removing, altering, defacing, or covering political signs placed in public right-of-way if certain conditions outlined in the statute are met;

WHEREAS, despite that general prohibition, pursuant A.R.S. section 16-1019(F), cities are authorized to designate areas of the city as sign free zones, thereby allowing cities to remove political signs that are placed in city right-of-way within the designated sign free zones;

WHEREAS, the City Council has determined that it is in the best interest of the City to designate a sign free zone within the City in order to protect the scenic and aesthetic appeal of the area within the zone and maintain its appeal to tourists;

WHEREAS, the City Council desires to identify by this resolution the location and extent of the rights-of-way areas to be designated as the Flagstaff Sign Free Zone.

ENACTMENTS:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS
FOLLOWS:**

SECTION 1. The City Council has determined that based on a predominance of commercial tourism, resort, and hotel uses within the area to be designated as a sign free zone, the placement of political signs within the City rights-of-way in the designated zone will detract from the scenic and aesthetic appeal of the area within the zone and deter its appeal to tourists.

SECTION 2. The City Council, pursuant to A.R.S. section 16-1019(F), hereby designates the area identified in Exhibit A, attached hereto and incorporated herein by reference, the Flagstaff Sign Free Zone.

SECTION 3. This resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of May, 2016.

MAYOR

ATTEST:

CITY CLERK

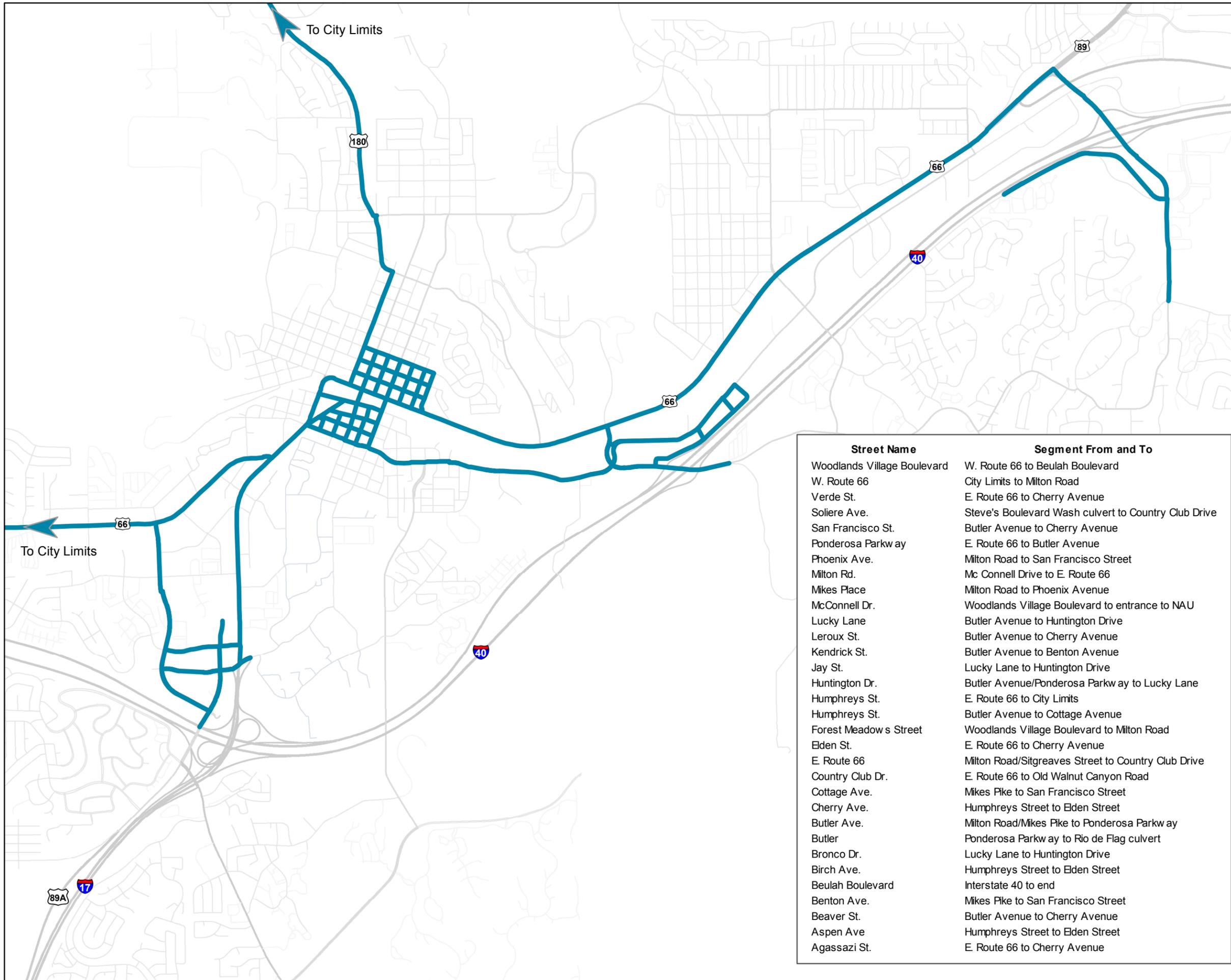
APPROVED AS TO FORM:

CITY ATTORNEY

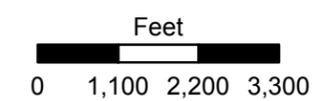
Exhibit A

Section 10-90.40.010: Flagstaff Sign Free Zone Map

 Sign Free Zone



| Street Name | Segment From and To |
|-----------------------------|--|
| Woodlands Village Boulevard | W. Route 66 to Beulah Boulevard |
| W. Route 66 | City Limits to Milton Road |
| Verde St. | E. Route 66 to Cherry Avenue |
| Soliere Ave. | Steve's Boulevard Wash culvert to Country Club Drive |
| San Francisco St. | Butler Avenue to Cherry Avenue |
| Ponderosa Parkway | E. Route 66 to Butler Avenue |
| Phoenix Ave. | Milton Road to San Francisco Street |
| Milton Rd. | Mc Connell Drive to E. Route 66 |
| Mikes Place | Milton Road to Phoenix Avenue |
| McConnell Dr. | Woodlands Village Boulevard to entrance to NAU |
| Lucky Lane | Butler Avenue to Huntington Drive |
| Leroux St. | Butler Avenue to Cherry Avenue |
| Kendrick St. | Butler Avenue to Benton Avenue |
| Jay St. | Lucky Lane to Huntington Drive |
| Huntington Dr. | Butler Avenue/Ponderosa Parkway to Lucky Lane |
| Humphreys St. | E. Route 66 to City Limits |
| Humphreys St. | Butler Avenue to Cottage Avenue |
| Forest Meadows Street | Woodlands Village Boulevard to Milton Road |
| Elden St. | E. Route 66 to Cherry Avenue |
| E. Route 66 | Milton Road/Sitgreaves Street to Country Club Drive |
| Country Club Dr. | E. Route 66 to Old Walnut Canyon Road |
| Cottage Ave. | Mikes Pike to San Francisco Street |
| Cherry Ave. | Humphreys Street to Elden Street |
| Butler Ave. | Milton Road/Mikes Pike to Ponderosa Parkway |
| Butler | Ponderosa Parkway to Rio de Flag culvert |
| Bronco Dr. | Lucky Lane to Huntington Drive |
| Birch Ave. | Humphreys Street to Elden Street |
| Beulah Boulevard | Interstate 40 to end |
| Benton Ave. | Mikes Pike to San Francisco Street |
| Beaver St. | Butler Avenue to Cherry Avenue |
| Aspen Ave | Humphreys Street to Elden Street |
| Agassazi St. | E. Route 66 to Cherry Avenue |



RESOLUTION NO. 2016-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2016 AMENDMENTS TO CITY CODE TITLE 10, ZONING CODE, DIVISION 10-50.100, SIGN STANDARDS, AND OTHER RELATED DIVISIONS”

RECITALS:

WHEREAS, the City Council wishes to incorporate by reference amendments to the Flagstaff City Code, Title 10, The City of Flagstaff Zoning Code, Chapter 10-50, *Supplemental to Zones*, Division 10-50.100, *Sign Standards*, Chapter 10-20, *Administration, Procedures, and Enforcement*, Division 10-20.40, *Permits and Approvals*, and Chapter 10-80, *Definitions*, Division 10-80.20, *Definitions of Specialized Terms, Phrases, and Building Functions*, by first declaring said amendments to be a public record; and

WHEREAS, three copies of “*2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100, Sign Standards, and Other Related Divisions*” have been deposited in the office of the City Clerk and are available for public use and inspection.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

The “*2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100, Sign Standards, and Other Related Divisions*,” attached hereto, three complete copies of which are on file in the office of the City Clerk, is hereby declared to be a public record.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of June, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Division 10-50.100: Sign Standards

Sections:

- 10-50.100.010 Purpose
- 10-50.100.020 Applicability
- 10-50.100.030 Sign Permit Requirements
- 10-50.100.040 General Restrictions for All Signs
- 10-50.100.050 General Requirements for All Signs
- 10-50.100.060 Permanent Signs
- 10-50.100.070 Comprehensive Sign Programs
- 10-50.100.080 Sign Design Performance Standards
- 10-50.100.090 Temporary Signs
- 10-50.100.100 Sign Districts of Special Designation
- 10-50.100.110 Nonconforming Signs
- 10-50.100.120 Enforcement
- 10-50.100.130 Appeals
- 10-50.100.140 Severability

(Entire Division amended by Ord. 2014-27, adopted November 18, 2014)

10-50.100.010 Purpose

- A. The Council finds that the natural surroundings, climate, history, and people of the City provide the Flagstaff community with its unique charm and beauty. This Division has been adopted to ensure that all signs installed in the City are compatible with the unique character and environment of the community, and in compliance with the General Plan.
- B. The purpose of this Division is to promote public health, safety, and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements, including the following specific purposes:
 - 1. To promote and accomplish the goals, policies, and objectives of the General Plan;
 - 2. To balance public and private objectives by allowing adequate avenues for both commercial and non-commercial messages;
 - ~~3. To recognize free speech rights by regulating signs in a content-neutral manner;~~

This paragraph may be deleted as it is already stated above in Subsection B.

- 4.3. To improve pedestrian and traffic safety by promoting the free flow of traffic and the protection of pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting, and/or illegible signage;
- 5.4. To protect the aesthetic beauty of the City’s natural and built environment for the citizens of and visitors to the City, and to protect prominent view sheds within the community;
- 6.5. To prevent property damage, personal injury, and litter ~~caused by from~~ signs ~~that which~~ are improperly constructed ~~or~~ poorly maintained, ~~or~~ ~~made of flimsy materials~~;
- 7.6. To protect property values, the local economy, and ~~the~~ quality of life by preserving and enhancing the appearance of the streetscape; and
- 8.7. To provide consistent sign design standards that enables the fair and consistent enforcement of these sign regulations.

~~C. A summary of sign types addressed within this Division are listed in Table A (Sign Types). Table A also identifies the permitted uses of each sign type and whether it may be located in a walkable urban environment (Urban) or drivable suburban environment (Suburban), or both, as further defined and explained in the Preamble to this Zoning Code.~~

| Table 10-50.100.010.A: Sign Types | | | | | | |
|---|----------------|-----------|------|-----|---------------------|-------------------------|
| Sign Type and Description | Urban | Sub-urban | Uses | | Permit? | Zoning Code Section |
| Permanent Signs (See Table 10-50.100.060.A (Standards for Permanent Signs by Use)) | | | | | | |
| Awning Sign | P | P | SFR | COM | Yes | 10-50.100.060.C.4.b.(1) |
| | | | MFR | IND | | |
| Building Identification Sign | P | - | SFR | COM | Yes | 10-50.100.100.A.5.a.(3) |
| | | | MFR | IND | | |
| Building Mounted Sign | P | P | SFR | COM | Yes/No ⁺ | 10-50.100.060.C.4.b.(2) |
| | | | MFR | IND | | |
| Canopy Sign | P | P | SFR | COM | Yes | 10-50.100.060.C.4.b.(3) |
| | | | MFR | IND | | |
| Changeable Copy Sign | P | P | SFR | COM | Yes | 10-50.100.060.C.4.b.(4) |
| | | | MFR | IND | | |
| Directional Sign | - | P | SFR | COM | Yes | 10-50.100.060.C.4.b.(5) |
| | | | MFR | IND | | |
| Directory Sign | P ² | P | SFR | COM | Yes | 10-50.100.060.C.4.b.(6) |
| | | | MFR | IND | | |
| | | | SFR | COM | | 10-50.100.060.C.4.b.(7) |
| | | | MFR | IND | | |

Sign Standards

| | | | | | | |
|--|----------------|---|-----|-----|---------------------|--------------------------|
| Freestanding Sign | p ² | p | SFR | COM | Yes | 10-50.100.060.C.4.b.(7) |
| | | | MFR | IND | | |
| | | | SFR | COM | | 10-50.100.060.C.4.b.(7) |
| | | | MFR | IND | | |
| Interpretative Sign | p | p | SFR | COM | Yes | 10-50.100.060.C.4.b.(8) |
| | | | MFR | IND | | |
| Landscape Wall Sign | p ² | p | SFR | COM | Yes | 10-50.100.060.C.4.b.(9) |
| | | | MFR | IND | | |
| | | | SFR | COM | | 10-50.100.060.C.4.b.(7) |
| | | | MFR | IND | | |
| | | | SFR | COM | | 10-50.100.060.C.4.b.(7) |
| | | | MFR | IND | | |
| Painted Wall Sign | p | p | SFR | COM | Yes | Table 10-50.100.060.C |
| | | | MFR | IND | | |
| Projecting Sign | p ² | p | SFR | COM | Yes | 10-50.100.060.C.4.b.(10) |
| | | | MFR | IND | | |
| Roof Mounted Sign | - | p | SFR | COM | Yes | 10-50.100.060.C.4.b.(11) |
| | | | MFR | IND | | |
| Service Island Canopy Sign | - | p | SFR | COM | Yes | 10-50.100.060.C.4.b.(12) |
| | | | MFR | IND | | |
| Suspended Sign | p | p | SFR | COM | Yes | 10-50.100.060.C.4.b.(13) |
| | | | MFR | IND | | |
| Window Sign | p | p | SFR | COM | Yes | 10-50.100.060.C.4.b.(14) |
| | | | MFR | IND | | |
| Temporary Signs (See Section 10-50.100.090.-(Temporary Signs)) | | | | | | |
| Sign Walker | p | p | SFR | COM | No | 10-50.100.090.C.6 |
| | | | MFR | IND | | |
| Temporary A-frame Sign | p ³ | p | SFR | COM | Yes/No ⁴ | 10-50.100.090.C.4.c.(1) |
| | | | MFR | IND | | |
| Temporary Civic or Non-Profit Event Sign | p | p | SFR | COM | No | 10-50.100.090.C.2 |
| | | | MFR | IND | | |
| Temporary Directional Signs for Special Events, Recreation Events, and Approved Temporary Uses | p | p | SFR | COM | No | 10-50.100.090.C.3 |
| | | | MFR | IND | | |
| Temporary New Development/ Construction Sign | p | p | SFR | COM | No | 10-50.100.090.C.5 |
| | | | MFR | IND | | |
| Temporary Sign for Approved Temporary Uses | p | p | SFR | COM | No | 10-50.100.090.C.1 |
| | | | MFR | IND | | |
| Temporary Stanchion Sign | p | - | SFR | COM | No | 10-50.100.100.B.5.b |
| | | | MFR | IND | | |
| Temporary Upright Sign: | p ³ | p | SFR | COM | Yes/No ⁴ | 10-50.100.090.C.4.c.(1) |
| | | | MFR | IND | | |

- c. Signs in the Downtown Historic District, which have the highest standards of review in keeping with the historic character and urban scale of this district, are reviewed based on, ~~T~~ the standards in Section 10-50.100.100.B (Downtown Historic District), ~~shall be applied in addition to the standards established for~~ the Flagstaff Central District, and ~~as well as~~ the standards and requirements otherwise established in this Division.

2.3. **Applicable to Transect Zones**

Signs proposed in the transect zones shall comply with the standards established in the following Sections:

- a. Transect Zone T6: Section 10-50.100.100.A (Flagstaff Central District) and Section 10-50.100.100.B (Downtown Historic District).
- b. Transect Zone T5 and T5-O: Section 10-50.100.100.A (Flagstaff Central District) and Section 10-50.100.100.B (Downtown Historic District), where applicable.
- c. Transect Zone T4N.1 and T4N.1-O: Section 10-50.100.100.A (Flagstaff Central District).
- d. Transect Zone T3N.1: Section 10-50.100.100.A (Flagstaff Central District).

3.4. Nothing in this Division shall be construed to prohibit a person from holding a sign while located on City property so long as the person holding the sign is located on public property determined to be a traditional public forum and does not block ingress and egress from buildings or create a safety hazard by impeding travel on sidewalks, bike and vehicle lanes, and trails.

The text in paragraph 4. has been moved from Section 10-50.100.040.A. (Location Restrictions) as it should more logically be included in the Applicability section of the Code.

B.C. **Interpretations**

This Division is not intended to, and does not restrict speech on the basis of its content, viewpoint, or message. Any classification of signs in this Division that permits speech by reason of the type of sign, identity of the sign user, or otherwise, shall also be interpreted to allow non-commercial speech on the sign. No part of this Division shall be construed to favor commercial speech over non-commercial speech. A non-commercial message may be substituted for any commercial message displayed on a sign, or the content of any non-commercial message displayed on a sign may be changed to a different non-commercial message, without the need for any approval or permit, provided that the size of the sign is not altered. To the extent any provision of this Division is ambiguous, the term shall be interpreted not to regulate on the basis of the content of the message.

The purpose of this amendment is to clarify and prevent any inadvertent favoring of commercial speech, or favoring of any particular non-commercial message over any other non-commercial message. This provision would prevail over any more specific provision to the contrary

D. C. Exemptions

~~Unless specifically provided within~~ The provisions of this Division ~~do not apply to,~~ the following signs ~~provisions of this Division do not apply to:~~ [ARRANGE THIS SUBSECTION ALPHABETICALLY AND CHECK CROSS-REFERENCES]

1.5. Building Identification Signs

Building identification signs not exceeding one square feet in area ~~are permitted~~ for residential buildings and two square feet in area for nonresidential buildings.

2.6. Business Name and Address on an Entry Door

Name of a business, address information, and/or contact information displayed on an entry door, not ~~to~~ exceeding two square feet in area. Sign ~~must~~ shall not include any commercial advertising.

3.7. Community Bulletin Board Signs

~~A maximum of one community bulletin board per property is allowed. Signs posted on a community bulletin board shall not exceed a dimension of 11 x 17 inches. If the-~~ No more than one community bulletin board per property and per block with a maximum size of 32 square feet is allowed. A community bulletin board may be ~~is~~ erected in public right-of-way, ~~or in a public space, or on private property. a maximum of one community bulletin board per block is allowed. The maximum size of a community bulletin board shall be 32 square feet. Signs posted on a community bulletin board shall not exceed a dimension of 11 x 17 inches.~~

Display Board for Daily Specials

~~Display board such as a white board, chalk board, or black board, on which daily specials are advertised. The display board may be mounted on an easel or similar support structure, or the wall of a building, and measure up to four square feet in area, provided it is not located within a public right of way and is not a hazard to pedestrians.~~

This paragraph should be deleted as it is unnecessary.

4. Flags

~~Official flags of national, state, or local governments, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction. The length of the flag shall not exceed one fourth the height of the flag pole. No more than three flags shall be displayed per lot or parcel. Flags shall be mounted on a single flagpole, or three separate flagpoles installed either on the building or adjacent to a building or use. No flag bearing an explicit commercial message shall be considered an exempt flag.~~

To ensure consistency with the US Supreme Court's decision in the Reed case, staff recommends that flags should not be included as exempt signs.

~~5. Governmental Signs~~

~~Signs installed by the City, County, or a Federal or State governmental agency for the protection of public health, safety, and general welfare, including, but not limited to, the following:~~

- ~~a. Emergency and warning signs necessary for public safety or civil defense;~~
- ~~b. Traffic signs erected and maintained by an authorized public agency;~~
- ~~c. Signs required to be displayed by law;~~
- ~~d. Signs showing the location of public facilities;~~
- ~~e. Signs advertising temporary events organized by the Flagstaff Unified School District and its schools, charter schools, Northern Arizona University, Coconino Community College, Coconino County, or the City, provided no more than one sign is displayed on any business premises. The signs shall be no larger than 24 square feet in area, mounted no more than six feet in height on a wall or similar surface (signs mounted on stakes are not permitted), installed a maximum of seven days before an event, and removed no more than one day after the event. Illuminated signs are not permitted. The location restrictions listed in Section 10-50.100.040.A below shall apply to all signs falling under this exemption, except for paragraphs 6 and 9; and~~
- ~~f. Any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect the public health, safety, and general welfare.~~

This paragraph has been moved with minor revisions to Page 50.100-10 of this draft.

6.8. Heritage Signs in Landmark Zones

Heritage signs ~~are~~shall be governed by the ordinance designating the Landmark Overlay and its related guidelines (Refer to Division 10-30.30 (Heritage Preservation)).

7.9. Historic and Architectural Features

Historical plaques erected and maintained by non-profit organizations, ~~memorials,~~ building cornerstones, and date-constructed stones ~~not exceeding; provided that none of these exceed~~ not exceeding four square feet in area.

10. Internal Signs and Signs within City Recreation Facilities

- a. Signs or displays located entirely inside of a building ~~and not visible from the building's exterior;~~

b. ~~Signs intended to be readable from within a parking area but not readable visible~~ beyond the boundaries of the lot or parcel upon which they are located or from any public right-of-way;

c. ~~Signs placed on the walkway directly in front of a store provided such sign does not interfere with pedestrian travel or encroach upon a required accessible path;~~ and

~~8.d.~~ Temporary signs located within City Recreation Facilities.

This paragraph has been amended to provide clarification to these provisions and it has been expanded to include more signs as exempt signs when they are placed outside of a building or business and are not readable from off the property.

~~a. **Neighborhood or District Sign**~~

~~Signs used to identify a unique neighborhood or district. Such signs may be placed in a public right-of-way with approval of a Right-of-Way Encroachment Permit (See City Code Section 8-03-002-0005 (Other Permitted Encroachments)), provided such signs are not illuminated, and no larger than 20 square feet in area and eight feet in height.~~

This paragraph has been moved to the freestanding sign Section of the Flagstaff Central District (Section 10-50.100.100.A (Flagstaff Central District) as this is a more appropriate location for this sign type.

~~9.~~

~~10. **Nonstructural Modifications and Maintenance**~~

~~a. Changes to the face or copy of changeable copy signs;~~

~~b. Changes to the face or copy of an existing multi-tenant freestanding non-illuminated sign from one business to another with no structural or lighting modifications to the sign; and~~

~~c. The normal repair and maintenance of conforming or legal non-conforming signs, except as identified in Section 10-50.100.050.E.~~

This paragraph has been moved to the Applicability Section (10-50.100.020.A) where it should have been more appropriately placed.

~~11. **Political Signs**~~

~~Political signs are permitted in compliance with ARS § 16-1019.~~

This standard has been removed because it is a content-based regulation.

~~12. **Real Estate Signs**~~

a.—All Residential Zones.

~~(1) One real estate sign per street frontage is permitted. Signs must be non-illuminated, constructed of durable materials, placed only on the property for sale, rent, or lease, be no more than six feet in height, and be no larger than eight square feet in area in single-family residential zones and no larger than 12 square feet in area in multi-family residential zones.~~

~~(2) Open house/auction directional signs are permitted within one mile of the residence as measured along the streets used to drive to it. Such signs must be no larger than four square feet in area, a maximum of three feet in height, and only one sign is allowed for each turning movement beginning at the residence for sale. Signs may be placed in a public right way or on off-site private property for the duration of the open house only while a sales person is present, provided such signs do not constitute a hazard to pedestrians or vehicular traffic, are not placed on medians, and they are removed no later than one hour after the conclusion of the open house.~~

~~b. **All Commercial, Industrial, and Non-residential Zones:** One real estate sign per street frontage is permitted. Signs must be non-illuminated, constructed of durable materials, placed only on the property for sale, rent, or lease, be no more than six feet in height, and be no larger than 24 square feet in area.~~

These standards have been removed because they are a content-based regulation.

13.11. Seasonal Decorations

Temporary, non-commercial decorations or displays that are incidental to and commonly associated with national, local, or religious celebration, provided that such decorations and displays are only displayed during the appropriate time of year, are maintained in an attractive condition, and do not constitute a fire hazard.

14. Signs Required by Law

15.12. Street Light Banner Sign

Street light banner signs as permitted by the City on light poles in certain areas within the City.

16. Vehicle Signs

~~Signs indicating the name of the owner or business that are permanently painted or wrapped on the surface of a vehicle, adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to a vehicle or rolling stock, so long as the vehicle is being regularly and consistently used in the normal daily conduct of the business, e.g., when a company vehicle is being used for transporting~~

~~and delivering goods or providing services related to the business (see also Section 10-50.100.040.A.7).~~

The text referring to vehicle signs has been moved to Table 10-50.100.060.P (Standards for Other Sign Types).

~~17.13. Vending Machine and Similar Facilities~~

~~Signs that constitute an integral part of a vending machine or similar facilities located outside of a business. Such signs are included in the total allowable building-mounted sign area.~~

Staff recommends that the last sentence of this paragraph should be deleted as it is hard to apply, unnecessarily restrictive, and difficult to enforce.

~~Yard or Garage Sale Signs~~

~~Signs advertising a yard or garage sale, provided they are not displayed more than one day prior to the yard or garage sale and removed when the sale has concluded.~~

This standard has been removed because it is a content-based regulation.

14. Governmental Signs

Any sign, posting, notice or similar signs placed, installed or required by law by a city, county, or a federal or state governmental agency in carrying out its responsibility to protect the public health, safety, and welfare, including, but not limited to, the following:

- (1) Emergency and warning signs necessary for public safety or civil defense;
- (2) Traffic signs erected and maintained by an authorized public agency;
- (3) Signs required to be displayed by law;
- (4) Signs directing the public to points of interest; and
- (5) Signs showing the location of public facilities.

This paragraph includes the "signs required by law" paragraph in the current code (#14) and would also include street address signs that are required by law for public safety purposes.

10-50.100.030 Sign Permit Requirements

- A. The procedures for submittal, review and approval of Permanent Signs are provided in Section 10-20.40.120 (Sign Permit - Permanent Signs) and Temporary Wall Banner Sign Permits are provided in Section 10-20.40.130 (Sign Permit - Temporary Wall Banner Sign Permits), including any required

fees, ~~are provided in Section 10-20.40.120 (Sign Permit – Permanent Signs) and Section 10-20.40.130 (Sign Permit – Temporary Signs), except that~~ Signs associated with and/or advertising a special event on City property shall be approved as part of the Special Event Permit from the City. All signs not approved in the Special Event Permit are prohibited.

This amendment establishes the correct citation for Temporary Wall Banner Sign Permits. These are the only type of temporary sign for which a permit is required.

B. No Sign Permit ~~is~~ ~~shall be~~ required for a sign on property used exclusively for a single-family residence or duplex that complies with this Division and is limited to one sign per street frontage.

C. Nonstructural Modifications and Maintenance

No Sign Permit is required for the following non-structural modifications to and maintenance of existing signs:

1. Changes to the face or copy of changeable copy signs;

2. Changes to the face or copy of an existing single-tenant or multi-tenant freestanding or building mounted non-illuminated sign from one business to another with no structural or lighting modifications to the sign; and

~~B.3.~~ The normal repair and maintenance of conforming or legal non-conforming signs, except as identified in Section 10-50.100.050.E.

This text (C. Nonstructural Modifications and Maintenance) has been moved from Subsection D. (Exemptions) as it should more logically be included in the Permitting section of the Code. Two minor amendments to this standard were recommended by the Planning and Zoning Commission to include existing signs on single tenant buildings as well as building mounted signs.

10-50.100.040 General Restrictions for All Signs

A. Prohibited Signs ~~Location Restrictions~~

Except where specifically authorized in this Division, the following signs are prohibited ~~in the following locations:~~

1. ~~No~~ Any sign shall be placed ~~located~~ within, on, or projecting over a City right-of-way;

~~2. Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, avenue, road, sidewalk, or other right-of-way, except as specifically provided in this Division;~~

This paragraph may be deleted as it duplicates the standard in paragraph #1 above.

~~3.2. No Any sign shall be attached to or placed any public utility pole, structure or street light, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, statue, memorial, or other location on public property, except for government signs and those signs approved as part of a Special Event permit on City property. Nothing in this Section shall be construed to prohibit a person from holding a sign while located on City property so long as the person holding the sign is located on public property determined to be a traditional public forum and does not block ingress and egress from buildings or create a safety hazard by impeding travel on sidewalks, bike and vehicle lanes, and trails;~~

The text in paragraph 2. has been moved to the Applicability section of the Code.

3. ~~No Any sign shall, which by reason of its location, will~~ obstruct the view of any authorized traffic sign, signal, or other traffic control device;
4. ~~No sign shall be constructed or placed in such a way as to or which by reason of shape, color, or position interferes with or could~~ be confused with any authorized traffic signal or device;
5. ~~No Any sign shall be which is constructed or placed in such as manner so~~ as to prevent ~~or interfere with or inhibit~~ free ingress to or egress from any door, window, or any exit way required by the Building Code ~~currently in effect,~~ or by Fire Department regulations currently in effect;
6. ~~No Any~~ commercial, advertising, or business sign shall be that is not located ~~off on~~ the premises of the business to which it refers;
7. ~~Any sign mounted, attached, or painted on a trailer, boat, or motor vehicle parked to provide advertising visible from the public right-of-way or parked on public property to clearly provide advertising close to the public right-of-way when the principal use of the vehicle at the time of the display is for the display of the sign and the vehicle is parked, stored, or displayed conspicuously on public or private property for the purpose of exhibiting commercial advertising, advertising an on-site or off-site business, or supplying directional information to an off-site business or service. This provision excludes: vehicles and equipment engaged in active construction projects, and the on-premise storage of equipment and vehicles offered to the general public for rent or lease.~~
 - a. ~~Signs that are permanently painted or wrapped on the surface of a vehicle, adhesive vinyl film affixed to the interior or exterior surface of a vehicle window, or signs magnetically attached to a vehicle or rolling stock, so long as the vehicle is being regularly and consistently used in the normal daily conduct of the business, e.g., when a company vehicle is being used for transporting and delivering goods or providing services~~

~~related to the business. Such vehicles shall be operable, properly licensed, and when not being used to conduct daily business, parked or stored in a lawful and authorized manner on the business property so as not to be visible from the public right of way. Where parking limitations on the business property prevent the business owner from parking the vehicle in a manner not to be visible from the public right of way, the vehicle shall be parked as far from the public right of way as possible; and~~

~~b. Vehicles and equipment engaged in active construction projects, and the on-premise storage of equipment and vehicles offered to the general public for rent or lease.~~



Figure A. Signs on Vehicles Used for Business Purposes

The standards for vehicle signs have been simplified and consolidated. The text above ensures that a vehicle may not be parked to as a sign to provide advertising for a business, while the regulations governing signs on vehicles used in the daily conduct of the business have been moved to Table 10-50.100.060.P.

~~8.7. No~~ Any sign shall be painted, attached or mounted on fuel tanks, storage containers and/or solid waste receptacles or their enclosures, except for a manufacturer's or installer's identification, appropriate warning signs and placards, and information required by law;

~~9. Any sign tacked, painted, burned, cut, pasted or otherwise affixed to the walls of any building, barn, shed, accessory structure, or other structures that are visible from a public way;~~

This paragraph may be deleted as it duplicates the standard in paragraph #9 below.

~~10.8. No~~ Any sign shall be tacked, painted, burned, cut, pasted or otherwise affixed to trees, rocks, light and utility poles, posts, fences, ladders, benches, or similar supports that ~~are~~ visible from a public way;

~~9. No~~ Any sign shall ~~that~~ covers the architectural features of a building, such as dormers, insignias, pilasters, soffits, transoms, trims, or other architectural feature;

~~11.10. No sign shall be placed on the roof of a building, except as permitted in Section 10-50.100.060.C.4.b.(11) (Roof Signs);~~

This amendment ensures that no signs, including portable signs, may be placed on the roof of a building.

~~12.11.~~ 11. Billboards; and

~~13.12.~~ 12. Bandit signs.

B. Display Restrictions

1. Purpose

The purpose of this Subsection is to regulate the manner in which signs convey their messages by specifying prohibited display features that create distractions to the traveling public and create visual clutter that mar the natural and architectural aesthetics of the City.

2. Applicability

Signs with Tthe following display features are prohibited:

- a. ~~Any sign or lighting devices, whether on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel, or from any public right-of-way,~~ with intermittent, flashing, rotating, blinking or strobe light illumination, animation, motion picture, or laser or motion picture projection, or any lighting effect device creating the illusion of motion, as well as laser or hologram lights;

The text from Paragraph c. below referring to laser or hologram lights has been moved into Paragraph a.

- b. ~~Any sign with an~~ exposed light source, except for neon that is incorporated into the design of the sign;
- c. ~~Any sign which emits s~~Sound, odor, or smoke, ~~laser or hologram lights, or other visible matter, including any sign that uses motion picture projection;~~
- d. ~~Any sign animated by any means, including fixed aerial displays, balloons, spinners, strings of flags and pennants, streamers, tubes, or other devices affected by the movement of the air or other atmospheric or mechanical means;~~ Inflatable balloons, spinners, strings of flags and pennants, fixed aerial displays, streamers, tubes, or other devices affected by the movement of the air or other atmospheric or mechanical means either attached to a sign or to vehicles, structures, poles, trees and other vegetation, or similar support structures;

This amendment clarifies this standard to eliminate the confusion with balloons being attached to vehicles and other structures, trees, vegetation, etc. This amendment also makes a distinction between "inflatable balloons" and rigid "balloon bobbars" - see Page 50.100-34.

- e. ~~Rotating or moving sign body~~ Any sign or any other portion of the sign in which the sign body or any portion of the sign rotates, moves up and down, or any other type of action involving a change in position of the sign body or any portion of the sign, whether by mechanical or any other means. Barber poles no larger than three feet high and 10 inches in diameter, and clocks, are excepted from this restriction;
- f. Electronic ~~D~~ displays signs;
- g. Any changeable copy LED ~~or similar~~ signs, except fixed illumination display signs used to indicate that a business is "open", display prices, or to confirm an order placed in a drive through lane; ~~and~~
- ~~h. Animated signs or costumed character (except as permitted in Section 10-50.100.090.C.6 (Sign Walkers)), s~~ Stuffed or inflated animals, vehicle(s) used as a sign or sign structure (except as permitted in Sections 10-50.100.020.D.17 (Vehicle Signs) and 10-50.100.040.A.7), ~~and s; and~~

The reference to the Sign Walker standards in Section 10-50.100.090.C is not necessary in this paragraph and is, therefore, proposed to be deleted.

- ~~h.i.~~ Strings of lights arranged in the shape of a product, arrow, or any commercial message.

10-50.100.050 General Requirements for All Signs

[No amendments are proposed in this Section other than to include an additional graphic (see below) on Page 50.100-15 to better explain how sign area is calculated when a symbol is included within a sign.]



10-50.100.060 Permanent Signs

C. Signs for All Non-residential Uses in All Zones

4. Standards for Specific Sign Types

b. The following sign types are permitted, subject to the criteria listed under each sign type.

(2) Building Mounted Signs

The standards provided in Table C (Standards for Building Mounted Signs) shall apply to all building mounted sign in all zones where allowed by Table 10-50.100.060.A (Standards for Permanent Signs by Use).

Table 10-50.100.060.C: Standards for Building Mounted Signs

| | Standard |
|--|---|
| <p>Sign Placement</p> | <p>The total sign area for signs on single-tenant or multi-tenant buildings may be placed on any building elevation, except <u>subject to the following standards:</u></p> <ol style="list-style-type: none"> (1) At least 1 sign shall be associated with the building entry zone¹ (may be wall mounted, projecting, awning, etc.). (2) No sign shall face an adjoining residential zone. (3) Signs shall be placed <u>at least the lesser of 12 inches or 20% of the width and height of the building element on which they are mounted, whichever is less, from the sides of the building element;</u> (4) The width of the sign shall <u>be not be</u> greater than 60% of the width of the building element on which it is displayed. (3)(5) <u>Signs shall be placed at least 12 inches or 20% of the height of the building element on which they are mounted, whichever is less, from the top and bottom edge of the building element.</u> <p>Individual tenants in multi-tenant buildings are permitted building-mounted signs only on the primary entrance elevation of the space occupied by the business.</p> <p>If vertically placed on a mansard roof, structural supports shall be minimized, and secondary supports (angle irons, guy wires, braces) shall be enclosed/ hidden from view.</p> |
| <p>Special Provisions</p> <p>Additional Increases in Sign Area (Section 10-50.100.080 (Sign Design Performance Standards))</p> | <p>Additional sign area may be sought under Section 10-50.100.080 (Sign Design Performance Standards), but is limited to a max. sign area of 100 sq. ft.</p> |

The Planning and Zoning Commission recommended the clarifying amendments in the “Sign Placement” row, paragraph (3) as there has been confusion on whether this means that the 12 inches or 20% of the width and height of the building element is applied to both the top and the bottom of the building element, or if it means that half of these dimensions is applied to the top and the bottom of the building element to give a total of 12 inches or 20%. As originally conceived, this rule was intended to apply the 12 inches or 20% standard to both the top and the bottom of the sign, and to each of the two sides of the sign on the building element. Also, insert the illustration and renumber all following illustrations throughout the Code.

This standard in the “Sign Placement” row was included in this table in error and may be deleted because the intent of the amendments to the Sign Standards adopted last year was to allow business owners to place their signs on the building where they desired.

The text shown in the bottom row under “Special Provisions” may be deleted as it is unnecessary and it conflicts with the standard for allowable building mounted sign area in Table 10-50.100.060.A which already establishes a cap of 100 sq. ft. for building mounted sign area. No additional limit to the additional sign area permitted if the sign design performance standards of Table 10-50.100.060.A are applied is necessary, as these are already in place in Table 10-50.100.080.B (Cumulative Adjustments).

(5) **Driveway Directional Sign**

- (a) **Driveway Directional** signs are ~~only permitted as part of a Comprehensive Sign Program, and are~~ exempted from the total allowable sign area permitted for each use.
- (b) The standards provided in Table F (Standards for **Driveway Directional** Signs) shall apply.

| Table 10-50.100.060F: Standards for Driveway Directional Signs | | |
|---|--|--|
| | Standard | Other Requirements |
| Sign Area | 3 sq. ft. per face. | May be double-sided. Included in the total allowable sign area for building mounted signs. |
| Mounting Height – Building Mounted Sign | Max. 8 feet <u>from grade</u> . | Flat against a wall of the building. |
| Mounting Height – Freestanding Sign | Max. 3 feet from grade. | |
| Number of Signs | Max. 1 at each driveway or drive through <u>lane</u> . | |
| Illumination | Internal illumination only. | May also be non-illuminated. |
| Permitting | Sign Permit is required. | |

The term “directional sign” has been changed to “driveway sign” to better describe the sign’s function. Staff recommends that the requirement for a driveway sign to be included only as part of a Comprehensive Sign Program should be removed as it is overly limiting. There are many dozens of directory signs installed in the City either with or without a permit and many were not approved as

part of a Comprehensive Sign Program (except perhaps for some recent examples such as The Trax or The Village at Aspen Place). Staff also recommends that directional signs (a freestanding sign type) should not be included in the total allowable sign area standards for building mounted signs. Staff further recommends that directional signs should also not count against total freestanding sign area.

(7) Freestanding Signs

Table 10-50.100.060.H: Standards for Freestanding Signs

Non-Residential Use in Commercial or Industrial Zone – Live/Work, Single-Tenant Building, Multi-Tenant Buildings, Development Sites, Shopping Centers, and Detached Buildings within a Multi-Tenant Development or Shopping Center

Standard

Sign Height See this Section and Table A (Standards for Permanent Signs by Use). Elements to enhance the design of a sign structure may extend above the sign to a max. of 20% of the sign’s allowed height, or 12 inches whichever is greater.

This amendment, suggested by a local sign contractor and recommended by the Planning and Zoning Commission, allows for meaningful embellishments to a low freestanding sign, i.e. one that is less than 5 feet in height. For example, if a 4-foot high sign is proposed, 20% of 4’ or 48” = 9.6 inches for sign embellishments. This amendment would allow a slight increase in the height of an embellishment.

Special Provisions

Standard

Sign Width The sign base ~~must be~~ shall have a min. ~~aggregate width~~ of 60% of the width of the sign cabinet or face.
A freestanding sign may be mounted on 2 or more posts with a min. diameter/dimension of 8” if the sign complies with the standards of Section 10-50.100.080 (Sign Design Performance Standards).

This amendment allows for the installation of a freestanding sign on two or more poles or posts provided that compliance with the enhanced design standards of Section 10-50.100.080 is achieved.

Insert a new row between “Additional Increases in Sign Area” and “Landscaping”.

Post Sign

Max. 1 post sign per frontage.
Sign Permit is required unless the post sign advertises property or a portion of the property for sale, rent or lease, in which case no Sign Permit is required and the sign area will be included in the allowable area for portable signs. See Table 10-50.100.090.A.

This amendment provides for real estate signs which do not cleanly fall into the definition of a temporary sign. Under Reed v. Town of Gilbert it is best not to describe this type of sign as a “realtor sign” because this description would no longer allow this sign type to be content neutral. Staff recommends that these signs be included in the freestanding sign section as they are a type of freestanding sign, except that if they are only used to advertise the sale, lease or rent of property or a

portion of the property then no sign permit is required and the sign area is counted against the total allowed sign area for all temporary signs for the property. By setting up this provision in this manner, a business may elect to use a post sign as their permanent freestanding sign (this is already allowed in the Flagstaff Central District), but then it would be subject to a Sign Permit and the sign's area would count toward the total available freestanding sign area for the property.

(14) Window Sign

The standards provided in Table O (Standards for Permanent Window Signs) shall apply.

| Table 10-50.100.060.O: Standards for Permanent Window Signs | | |
|--|--|---|
| | Standard | Other Requirements |
| Sign Area | <u>Combined</u> Area of temporary and permanent window signs combined shall not exceed 25 <u>40</u> % of the area of the window on or within which they are displayed. | Combined window coverage shall not exceed 25% of the area of any window. Signs constructed of perforated vinyl or painted on the window shall be included as part of the 40 <u>25</u> % area calculation. Permanent window signs are included in the total allowable sign area for building mounted signs. |
| Sign Placement | No higher than 1 st story windows. | Inside mounting required <u>preferred</u> . |
| Illumination | Neon illumination only. | <u>Fixed copy or display only – no flashing, blinking, or moving text or images are permitted.</u> |
| Permitting | Sign Permit is required. | |
| <u>Open Signs</u> | <u>Max. 2 sq. ft.</u> <u>Max. 1 per business.</u> | <u>Excluded from the total allowable building mounted sign area.</u> <u>No Sign Permit required.</u> |

The amendments in the first row of this table increase the allowed sign area for temporary and permanent window signs combined from 25 percent to 40 percent. This recommendation is based on the acknowledgement that there are already many businesses in the City with window sign area meeting or exceeding this standard, and given there have been no complaints about them, they do not appear to be a concern to City residents.

Sign placement row – the change to making window signs required on the inside of a window is based on typical practice in the City for these signs. The standards for open signs have been moved from Table 10-50.100.060.P (below) and added to this table because open signs are typically mounted in windows.

(15) Vehicle Other Signs Types

The standards provided in Table P (Standards for Vehicle Other Signs Types) shall apply.

| Table 10-50.100.060.P: Standards for <u>Vehicle Other Signs Types</u> | | |
|--|---|---|
| | Standard | Other Requirements |
| Drive Through Menu Board and Confirmation Signs | | |
| Sign Area | Menu Board = Max. 40 sq. ft. Order Confirmation Board = Max. 2 sq. ft. | If the sign area for both signs combined is greater than 42 sq. ft., the sign area is included in the total allowable building-mounted sign area. |
| Sign Placement | One each per drive through lane | |
| Illumination | Internally illuminated only. | |
| Permitting | No Sign Permit required. | |
| Fuel Pump Signs | | |
| Sign Dimensions | Max. 1.5 ft. high and ≤ the width of the fuel pump. | Sign area is excluded from the total allowable building sign area. |
| Sign Placement | Max one fuel pump sign per fuel pump. | 1 fuel pump topper sign, max. 2 sq. ft., per fuel pump also permitted. |
| Illumination | Internally illuminated only. | |
| Permitting | No Sign Permit required. | |
| Menu Display Box | | |
| Sign Area | 4 sq. ft. | If > 4 sq. ft., area is included in the total allowable building-mounted sign area. |
| Sign Placement | On a wall or within a window of the bar or restaurant it serves. | Designed to be architecturally compatible with the building. |
| Illumination | Non-illuminated or externally illuminated with down-directed, fully shielded fixtures only. | |
| Permitting | No Sign Permit required for menu display box ≤ 4 sq. ft. | Sign Permit required for menu display box > 4 sq. ft. |
| Open Sign | | |
| Sign Area | Max. 2 sq. ft. | Not included in the total allowable building-mounted sign area. |
| Sign Placement | Max. 1 sign per business. | |
| Illumination and Display | Fixed copy or display only—no flashing, scrolling, blinking, or moving text or images. | |
| Permitting | No Sign Permit required. | |
| Vehicle Signs | | |
| <u>Vehicle Sign</u> | <u>May be:</u> | <u>May only indicate the name of the</u> |

| | | |
|--------------------|--|----------------------------|
| | <p>(1) <u>Permanently painted or wrapped on the surface of a vehicle;</u></p> <p>(2) <u>Adhesive vinyl film affixed to a window; or</u></p> <p>(3) <u>Magnetically attached to a vehicle.</u></p> | <u>business and owner.</u> |
| <u>Vehicle Use</u> | <p><u>The vehicle must be regularly and consistently used in the normal daily conduct of the business, e.g. used for delivering or transporting goods or providing services related to the business.</u></p> <p><u>Vehicle must be operable and properly licensed.</u></p> <p><u>When not in use the vehicle must be parked in a lawful manner on the business property so as not to be visible from the public right-of-way, or if this is not possible, as far from the public right-of-way as possible.</u></p> | |

Vending Machine and Similar Facilities

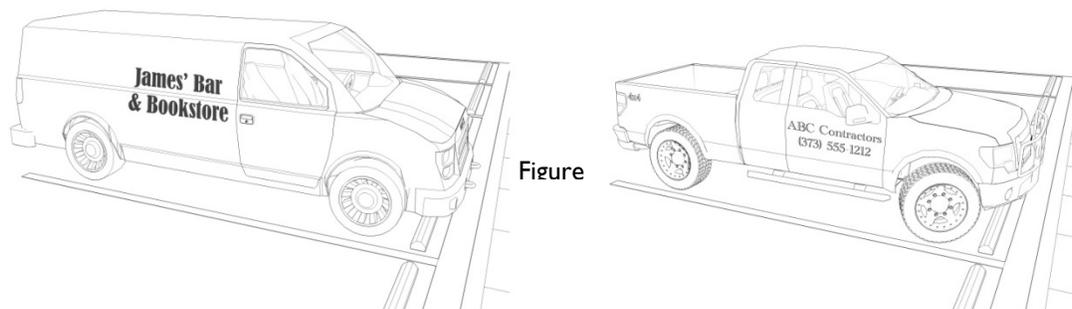
| | |
|-------------------|---|
| Sign Area | When placed outside of a business, signs that are an integral part of such machines shall be included in total allowable building mounted sign area. |
| Permitting | No Sign Permit required. |

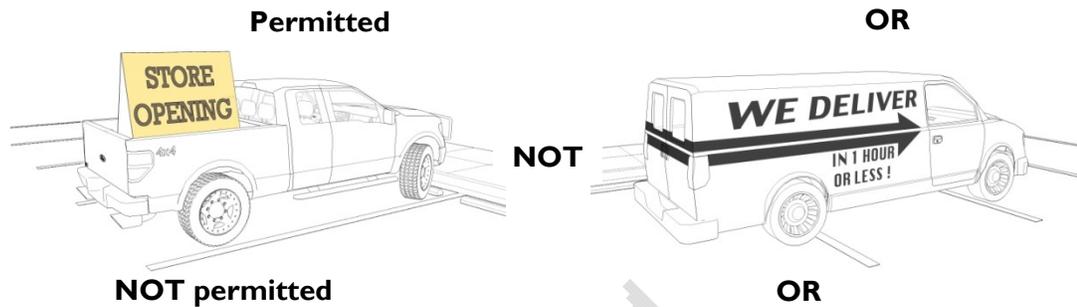
After careful consideration staff proposes that the standards added to the Sign Code with the 2011 Zoning Code update proposed for deleted in this table should be removed from the Code. Since 2011 these standards have not had to be applied or enforced, and staff recommends that it is better to allow these sign types to be regulated by market forces than to include them in the Code where they are really unnecessary. Further, removal of these sign types helps to ensure that the City's sign standards are in better alignment with the Reed sign code case.

The text referring to vehicle signs has been moved without amendment from Section 10-50.100.020.D (Exemptions) as it more appropriately fits in this Section of the Code. Insert illustrations for each of these signs.

"Vending machines and Similar Facilities" – this standard was recommended for deletion by the Planning and Zoning Commission because they are not necessary, add an overly restrictive level of sign control, and are very difficult to enforce.

Figure X. Signs on Vehicles Used for Business Purposes





10-50.100.070 Comprehensive Sign Programs

- Page 50.100-43

C. Review

3. The Planning Commission shall review all Comprehensive Sign Programs that request an increase in allowable sign height and area beyond the limits established in Section 10-50.100.080 (Sign Design Performance Standards) for freestanding and building mounted signs for multi-tenant buildings and shopping centers.

This amendment allows the Planning Commission to also consider increasing the area of building mounted signs as part of a Comprehensive Sign Program.

10-50.100.080 Sign Design Performance Standards

B. Cumulative Adjustments

| Table 10-50.100.080.B: Cumulative Adjustments | | | | |
|---|--|---------------------|-----------------------|--------|
| # of Features Used | Freestanding Signs | | Building Mounted Sign | |
| | Area | Height | Area | Height |
| 2 | 30% | 20-30% ¹ | 20% | 10% |
| 3 | 45% | 35-40% ¹ | 30% | 15% |
| 4 | 60% | 50% | 40% | 20% |
| Standard #5 w/ Standards 1-4 | Not to exceed 75% of original max. permitted sign area | | N/A | N/A |
| Cumulative Maximum Sign Area Increase Allowed | 75 50% | 50% | 50% | 20% |

End Notes

¹ This percentage varies depending on which design features listed in Table A are utilized.

The amendment in the last row of this table changing 75% to 50% is necessary because the 75% value is incorrect. This amendment ensures consistency with the standards in Table 10-50.100.060.H (Standards for Freestanding Signs) and the standards in the former Land Development Code.

10-50.100.090 PortableTemporary Signs

A. Purpose

The Council finds that the proliferation of portabletemporary signs is a distraction to the traveling public and creates aesthetic blight and litter that threatens the public's health, safety, and welfare. The purpose of these regulations is to ensure that portabletemporary signs ~~do~~are not ~~used to continuously advertise goods, services, or other events, and to limit~~ create a ~~the~~ distractions to the traveling public by eliminating the aesthetic blight and litter caused by portabletemporary signs ~~by allowing them only in the time, place, and manner specified in this Section.~~

In the October 8th work session a majority of Council members agreed that temporary signs should be allowed without a permit and without a time limitation. Ass this means temporary signs may be in place for extended period times, they become in a manner, permanent signs and the term "temporary" no longer is meaningful. For this reason throughout this Section "temporary sign" has been changed to "portable sign". Also, unnecessary language is eliminated in this Subsection.

B. General to All

PortableTemporary signs are allowed only in compliance with the provisions of this Section;

1. ~~A Permit is only required for temporary wall banner signs. Unless specifically indicated, a Temporary Sign Permit is required for all temporary signs in accordance with Section 10-20.40.130 (Temporary Sign Permits). The applicable fee for a Temporary Sign Permit is established in Appendix 2 (Planning Fee Schedule). See Section 10-20.40.130 (Temporary Wall Banner Sign Permits).~~

This amendment establishes that a Sign Permit is only required for wall banners and no Sign Permit is needed all other temporary signs. Refer also to the policy discussion on the following page.

- ~~2. Temporary signs shall not be illuminated;~~

This standard has been moved to Table 10-50.100.090.A (Standards for Temporary Signs on Private Property).

- ~~3. Temporary signs associated with events restricted to a City park or other City-owned or operated public property, including streets, vacant land, and parking lots, shall be reviewed and approved by the Recreation Services Section in compliance with the Special Event Permit Policy;~~

This paragraph may be deleted because a cross reference to the Special Event section of City Code has been added to paragraphs #5. below.

- ~~4. The following elements shall be prohibited on temporary signs:~~
- ~~a. Any form of illumination, including flashing, blinking, or rotating lights;~~
 - ~~b. Animation;~~
 - ~~c. Reflective materials; and~~
 - ~~d. Attachments, including, but not limited to, balloons, ribbons, loud speakers, etc.~~

These standards have been moved into Table 10-50.100.090.A (Standards for Temporary Signs).

- 5.2. There is no limitation on the length of time that a portable sign may be displayed except for temporary wall banners (See Table 10-50.100.090.B (Standards for Portable Signs)).

This amendment is based on Council direction provided at the December 8th Council work session with specific reference to Section 10-50.100.090 (Portable Signs – formerly called Temporary Signs) including the following key decision points:

- *No portable signs will be permitted in public right-of-way (both City and ADOT).*
- *No permit will be required for portable signs, except temporary wall banner signs.*
- *It was agreed that all portable signs may be displayed for an unlimited period of time and will not be required to be removed at the close of business as originally proposed by staff. An exception is that temporary wall banner signs may only be displayed for 30 days. For this reason as these signs could be in place for extended periods of time and, therefore, are not really “temporary”, they have been called “portable signs”.*
- *An area limitation will be established to determine the maximum area of portable signs permitted in residential zones (16 sq. ft.) and non-residential zones (originally proposed as 32 sq. ft. and reduced to 24 sq. ft.). Staff has proposed that the area of temporary wall banners (max. 24 sq. ft.) should not be included in this area limitation.*
- *Temporary window signs will not be included in the area allowance for portable signs.*
- *The Flagstaff Sign Free Zone as authorized under ARS § 16.1019 is included in the proposed amendments.*

The following options may be considered by the Council:

OPTION 1: *Require a permit for all temporary signs and limit the display time that temporary signs may be displayed (may be anywhere from 60 days to 5 months). Under this option there would be no need for the proposed “portable sign” amendments as the length of time that they would be displayed will be limited. Enforcement and permitting of this option will be challenging and may be burdensome on staff. All temporary signs (except wall banners) could be required to be removed at the*

close of business (current code standard) or permitted to remain in place overnight (staff's preferred approach). Note that as all temporary signs would require a permit, this would include political, ideological, real estate, commercial advertising signs, etc.

OPTION 2: Do not require a permit for all temporary signs and limit the display time that temporary signs may be displayed (may be anywhere from 60 days to 5 months), Under this option there would also be no need for the proposed "portable sign" amendments. However, it would rely on an honor system with business owners and others placing signs on their property, similar to the approach used for civic/non-profit event banner signs on the City's sign structures to inform the City when a temporary sign would be displayed and removed within the time frame determined by the Council. Enforcement and management of this option will be challenging and may be burdensome on staff. All temporary signs (except wall banners) could be required to be removed at the close of business (current code standard) or permitted to remain in place overnight (staff's preferred approach).

~~6.3. Portable Temporary signs must not be placed on or affixed to allowed on any City property, including City rights-of-way, except as specifically authorized in connection with a special event permitted under City Code Chapter 8-12 (Special Events) and permitted by the City. This prohibition does not apply to temporary signs held by individuals and not affixed to or placed on City property, so long as the individual holding the sign is on property determined to be a traditional public forum and the individual is not blocking ingress or egress from buildings or creating a safety hazard by impeding travel on sidewalks, bicycle and vehicle lanes, or trails;~~

7. ~~The last sentence of this paragraph has been moved to a new Paragraph 4. in Section 10-50.100.020.A (Applicability) where it is more logically and correctly placed.~~

~~4. Portable Temporary signs shall not be placed in the clear view zones at street intersections or driveways (Refer to Section 10-50.100.050.F (Sign Placement at Intersection)).~~

~~8. and are not allowed within the public right of way, including, but not limited to, travel lanes, bicycle lanes, street shoulders, parkway strips, medians, curbs, sidewalks, and trails; and~~

~~This standard may be deleted because it duplicates an existing standard in Section 10-50.100.040.A (Prohibited Signs).~~

~~9. The Director may remove or cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property.~~

~~This standard has been moved to Section 10-50.100.120 (Enforcement).~~

C. ~~Standards for Portable Signs Specific to Commercial and Industrial Zones, Transect Zones T5 and T6, and Multi-family Residential Zones~~
~~A summary of permitted temporary sign types permitted in this Section are listed in Table A (Summary of Permitted Temporary Sign Types) below.~~

Table A also identifies whether temporary directional off-premise signs, temporary off-premise signs, or temporary on-premise signs are permitted.

Table 10-50.100.090.A- Summary of Permitted Temporary Sign Types

| Temporary Sign Type | Off-premise Directional Sign | Off-premise Sign | On-site Sign | Section 10-50.100.090 |
|---|------------------------------|------------------|----------------|-----------------------|
| Approved Temporary Uses | P | P ¹ | P | C.1 |
| Civic or Non-Profit Events | P | P ¹ | P | C.2 |
| City Special Event or Recreation Event | P | P ¹ | P ² | C.3 |
| On-Premises Business Signs | -- | -- | P | C.4 |
| Temporary Development/ Construction Signs | -- | -- | P | C.5 |
| Sign Walkers | -- | P ³ | P | C.6 |

End Notes

¹ Permitted only on the City's approved sign support structures.

² Such signs are permitted subject to the standards applicable to City Special Events.

³ Only allowed on private property or on a public sidewalk immediately adjacent to the business or use being advertised.

Key

P — Permitted Sign

-- — Sign Not Allowed

This table may be removed because it is not content neutral and new standards for temporary signs consistent with Reed v. Town of Gilbert are now being proposed.

Portable Temporary signs placed on the exterior of a structure or on private property are allowed in all Zones ~~property zoned commercial, industrial, or transect zones T5 and T6~~ in compliance with the following standards:

The amendments to the Temporary Sign Section include standards for all zones within the City. Refer to Table 10-50.100.090.A (Standards for Temporary Signs).

Signs for Approved Temporary Uses

1. ~~Signs displayed in connection with an approved temporary use as established in Section 10-20.40.150 (Temporary Use Permits) shall comply with the standards provided in Table B (Standards for Approved Temporary Uses at the Location of the Event).~~

Table 10-50.100.090.B: Standards for Approved Temporary Uses at the Location of the Event

| | Standard | Other Requirements |
|-------------------|--|---|
| Sign Area | Max. 24 sq. ft. | |
| Placement | Only on the site for which the temporary use is authorized. Securely attached to a stationary structure, canopy, fence or vehicle associated with the temporary use. | Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B. |
| Period of Use | Max. 7 days before an event. | |
| Removal | Within 1 day after event. | |
| Number of Signs | Max. 1 per street frontage for the approved temporary use. If the temporary use has multiple vendors, each vendor may have 1 sign, max. 12 sq. ft., and it must be located at the vendor's booth. | |
| Directional Signs | See Table 10-50.100.090.E | |
| Material | Rigid materials only. | Banners, balloons and pennants prohibited. |
| Illumination | Not permitted. | |
| Permitting | No Sign Permit required – reviewed as a part of the Temporary Use Permit for the use. | |

The standards in this table have been removed because they were not content neutral and new standards for temporary signs consistent with Reed v. Town of Gilbert are now being proposed.

1. Time, Place, and Manner Restrictions for Portable Signs

Portable signs shall comply with the standards provided in Table A (Standards for All Portable Signs).

Table 10-50.100.090.A: Standards for All Portable Signs

| | Standard |
|--------------------------------|---|
| Applicable to All Zones | |
| <u>Placement</u> | <u>Shall not create a hazard for pedestrian or vehicular traffic.</u> |
| <u>Height and width</u> | <u>Refer to Table 10-50.100.90.B. for height and width standards for individual portable signs.</u> |
| <u>Prohibited elements</u> | <u>Any form of illumination, including flashing, blinking, or rotating lights.</u> <u>Animation.</u> <u>Reflective materials.</u> <u>Attachments, including, but not limited to, any balloons, ribbons, loudspeakers, etc.</u> |

| | |
|--|--|
| <u>Design and construction</u> | <u>Professionally crafted.</u> <u>Of sufficient weight and durability to withstand wind gusts, storms, etc.</u> |
| Commercial, Industrial, and Other Non-Residential Zones | |
| <u>Period of use</u> | <u>No limitation, except for wall banners. Refer to Table 10-50.100.090.B.</u> |
| <u>Area of all portable signs at any one time</u> | <u>Max. 24 sq. ft. per business; excludes the area of temporary window signs and wall banner signs.</u> <u>Exception: In the Flagstaff Central District, max. 12 sq. ft. per business; excludes the area of temporary window signs and wall banner signs. Refer to Section 10-50.100.100.A.</u> |
| <u>Number of Signs</u> | <u>Unlimited except that the total sign area of all portable signs not exceed 24 sq. ft. per business.</u> <u>Exception: Multi-tenant shopping centers or offices – Max. 2 portable signs per 150 linear feet of property frontage not to exceed 24 sq. ft. combined.</u> |
| <u>Permitting</u> | <u>No Sign Permit required, except for temporary wall banner signs.</u> |
| All Residential Zones | |
| <u>Period of use</u> | <u>No limitation.</u> |
| <u>Area of all portable signs at any one time</u> | <u>Max. 16 sq. ft. per lot or parcel.</u> |
| <u>Number of Signs</u> | <u>Unlimited except that the total sign area of all portable signs shall not exceed 16 sq. ft.</u> |
| <u>Permitting</u> | <u>No Sign Permit required.</u> |

*This new table provides the general standards for any type of temporary sign placed on private property. It is organized to provide standards applicable generally to all zones, standards for commercial, industrial and other non-residential zones, and all residential zones. Most of the standards are consistent with those in the current code (e.g. the standards for prohibited elements, illumination and design and construction), but new standards have also been added. These include a new approach to establishing a limit on the area and number of temporary signs permitted on a property or for a business (e.g. in commercial zones a max. of 32 sq. ft. of temporary sign area is allowed regardless of the content of the sign, i.e. ideological, commercial, or political). **The new highlighted amendment ensures that portable signs may only be mounted on or in the ground or on the wall of a building.***

2.—Civic and Non-Profit Event Signs on City Approved Sign Support Structures [Move this section after Types of Temporary Signs - to become new Subsection 3.]

a. Purpose

The City has installed banner sign support structures at certain locations within the community where temporary banners used to advertise civic and non-profit organizations and events for which a Special Event Permit has been approved may be placed. The purpose of these banner sign support structures, therefore, is to provide a convenient, highly visible and safe location for the display of these temporary banners to minimize their proliferation within the community which causes visual blight.

b. All Signs advertising events organized and implemented by civic and non-profit organizations, or events for which a Special Event Permit has been approved by the Recreation Services Section, may be installed on City approved sign support structures in compliance ~~shall comply~~ with the standards provided in ~~Table C (Standards for Temporary Civic or Non-Profit Event Signs at the Location of the Event) and~~ Table CD (Standards for Temporary Off-Premise Signs on City Approved Sign Support Structures ~~for City Special and Recreation Events, and Civic or Non-Profit Events~~).

The current code required all temporary banner signs used to advertise civic and non-profit events to be placed on the City's sign structures. However, following the decision in the Reed case, while it is preferred that these banners should only be placed on the sign structures, the City may no longer make this a requirement. Note that any such banner would count against the temporary sign area limitation proposed in Table A which may be enough of an incentive for a business owner to not grant permission for the display of the event banner on their property. Staff expects, therefore, that most banners will continue to be displayed on the City sign support structures.

Table 10-50.100.090.C: Standards for Temporary Civic or Non-Profit Event Signs at the Location of the Event

| | Standard |
|------------------------|--|
| Period of Use | Max. 7 days before an event. |
| Removal | Shall be removed within 1 day after an event. |
| Sign Placement | Only on the property where the event will be held. Not in public right-of-way, street medians, or FUTS trails. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B. |
| Mounting Height | Max. 6 feet. |
| Sign Area | Max. 24 sq. ft. |
| Number of Signs | Max. 1 per frontage. |

| | |
|---|--|
| Illumination | Not permitted. |
| Permitting | No Sign Permit required. |
| Table 10-50.100.090.C.D: Standards for Temporary Off-Premise Signs on City-Approved Sign Support Structures for City-Special or Recreation Events, and Civic and Non-Profit Events | |
| Number of Events | No more than 3 events per organization per year may be advertised on City-approved sign support structures. |
| Period of Use | Max. 7 days before an event. |
| Sign Placement | Only at approved locations (See b. below). |
| Mounting Height | Max. 6 ft. |
| Sign Size and Area | Max. 3' by 8'; Max. 24 sq. ft. |
| Banner Details | Grommets shall be placed at each of the corners of the banner for secure attachment to the support structure. Banners shall not have brand identification, such as "Sponsored by XYZ Corporation", or a product brand across the face of the banner as a background. Logos for sponsors of the event or the banner shall be limited to max. 20% of the area of the banner. |
| Number of Signs | 1 sign for each event per support structure, to a max. of 3 sign support structures. |
| Removal | Within 1 day after the an event. |
| Illumination | Not permitted. |
| Permitting | No Sign Permit required – a reservation is needed for placement of a banner on a support structure. See Section 10-50.100.090.C.32.b. |

The standards in the upper portion of this table have been removed because they are not content neutral and new standards for temporary signs consistent with Reed v. Town of Gilbert are now being proposed.

- b. An application may be submitted to the Director for the placement of up to three banners on City-approved sign support structures (illustrated in Figure A) for the purpose of promoting a forthcoming civic or non-profit event, a City Recreation Services event, or an event for which a Special Event Permit has been approved by the Recreation Services Section. Placement on these structures is reserved on a first come, first serve basis up to three-months in advance of the event. The locations of the City's approved sign support structures are available on a map on file with the Planning Section.



Permitted

3. Temporary Directional Signs for City Special Events, Parks and Recreation Events, and Approved Temporary Uses

The standards provided in Table E (Standards for Temporary Directional Signs for City Special Events, Recreation Events, Civic and Non-Profit Events, and Approved Temporary Uses) shall apply.

Table 10-50.100.090.E- Standards for Temporary Directional Signs for City Special Events, Recreation Events, Civic and Non-Profit Events, and Approved Temporary Uses

| | Standard | Other Requirements |
|-----------------|---|---|
| Area | Max. 6 sq. ft. | |
| Height | Max. 4 feet. | |
| Placement | Private property only. Only allowed 1 day prior to an event. | Not in public right-of-way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10-50.100.090.B. |
| Removal | Within 1 day after an event. | |
| Number of Signs | No limit. | |
| Illumination | Not permitted. | |
| Permitting | No Sign Permit required—reviewed as part of Special Event Permit. | |

The standards in this table have been removed because they are not content neutral and new standards for temporary signs consistent with *Reed v. Town of Gilbert* are now being proposed.

4. Temporary On-Premises Business Signs

Temporary signs related to an on-premises business use shall be allowed, subject to the following requirements and limitations:

a. Applicability

Temporary business signs shall not be used to continually advertise goods, services, or events on a site. Temporary signs shall only be used

~~for short term advertising of promotional or seasonal sales events, and for a new occupancy or use, grand opening, going out of business, or a temporary event such as a farmers market or flea market.~~

~~b. Standards for Specific Temporary Business Signs~~

~~Standards for specific types of temporary business signs are established in Table F (Standards for Specific Temporary Business Signs). Only one of the following temporary business signs may be displayed per 150 linear feet of property frontage or part thereof at any one time, and for no longer than the maximum time allowed for temporary business signs.~~

~~Table 10-50.100-090.F- Standards for Specific Temporary Business Signs (Includes Temporary A-Frame, Wall Banner, Vertical Banner, and Temporary Window Signs)~~

| | Maximum Duration | Other Requirements |
|---|--|--|
| New Occupancy or Use Sign | 45 consecutive days within the first 6 months of establishment of a new occupancy or use. | Max. 1 sign per business. May not be combined with a grand opening sign. Sign to be removed when permanent sign is installed. |
| Grand Opening Sign | 30 consecutive days. | Max. 1 sign per business. May not be displayed at the same time as a new occupancy or use sign. |
| Promotional or Seasonal Sales Sign[†] | Max. of 1 sign for no more than 10 consecutive days, max. 6 times per calendar year. | Only 1 permit is required per calendar year. |
| Going Out of Business Sign | 30 consecutive days. | Max. 1 sign per business. Sign to be removed when business finally closes. |
| A-Frame Sign used as Secondary Signage in a Multi-Tenant Shopping Center | No limitation on the number of days they may be used | Only on the walkway directly in front of the store. Shall not interfere with pedestrian travel or encroach upon a required accessible path. Not in public right-of-way, sidewalks, parking areas, driveways, or landscape areas. No Temporary Sign Permit required. |

The standards in this table and the text above it have been deleted because they are not content neutral and new standards for temporary signs consistent with Reed v. Town of Gilbert are now being proposed.

~~D. Types of Portable Temporary Signs (Becomes new #2 - renumber subparagraphs)~~

1. [Portable signs shall comply with the standards provided in Table B \(Standards for Specific Portable Sign Types\).](#)

~~e. Wall banners are preferred as the best option for business owners desiring to place temporary business signs. Where the placement of a wall banner is not practical due to limited visibility from a public right-of-way or other constraints a vertical banner may be permitted as an alternative to the wall banner.~~

Staff recommends that wall banners should only be installed for a maximum of 30 days and that they should be subject to a permit. They are, therefore, not the most desired temporary sign type, and as a result this paragraph may be deleted.

~~Temporary A-Frame or Upright Signs~~

~~Temporary A-frame signs including upright signs shall comply with the standards provided in Table G (Standards for Temporary A-Frame or Upright Signs).~~

~~Figure A. Civic or Non-Profit Event Sign Structure~~

~~Figure B. Upright Sign~~

| Table 10-50.100.090.B: Standards for Specific Portable Sign Types | | | | |
|---|--|------------------------------|-----------------------------|---|
| | Standard | | | Other Requirements |
| Portable Sign Type¹ | Height (Max.) | Width (Max.) | Area (Max.) | |
| A-Frame or Upright Sign | 4' from grade | 3' | 12 sq. ft. | Only permitted in non-residential zones. |
| Feather or Vertical Banner | 8' from grade | 2' | 12 sq. ft. | Secure attachment to mounting pole required. Only permitted in non-residential zones. |
| Yard Sign | 3' | 2' | 4 sq. ft. | Installed securely in the ground. |
| Number of Signs | See Table 10-50.100.090.A. | | | |
| Portable Sign Type¹ | Height (Max.) | Width (Max.) | Area (Max.) | |
| Wall Banner | -- | -- | 24 sq. ft. | May only be mounted on a building wall or on T-posts or stakes installed ≤ 6" from a wall on which the temporary wall banner sign would be hung. Mounting height – max. 25 feet to the top of the temporary wall banner sign. Only permitted in non-residential zones. May only be displayed for 30 days per |

| | | | | |
|---------------------------------|--|----|---|---|
| | | | | calendar year and shall not be used as permanent signs. Not included in the total sign area for all portable signs. Temporary Wall Banner Sign Permit required. |
| Window Sign | -- | -- | Refer to End Note³ | Placed no higher than 1st story windows. Inside mounting required. Not included in the total sign area for all portable signs. |
| Number of Signs | See Table 10-50.100.090.A. | | | |

End Notes

¹ [Other portable sign types may be allowed \(e.g. fuel pump topper signs wraps around waste receptacles, or balloon bobbers\) provided the max area limitation for all portable signs is not exceeded.](#)

² [The area of temporary and permanent window signs combined \(including signs constructed of perforated vinyl or painted on the window\) shall not exceed 40% of the area of the window on or within which they are displayed.](#)

This table consolidates all the standards for temporary signs in one place which, therefore, eliminates the redundancy in standards and tables found in the current Code. These standards also apply to temporary signs regardless of the message displayed on them to ensuring consistency with the content neutral standard for temporary signs resulting from with Reed v. Town of Gilbert decision. For this reason the standards on the following pages that were specific to various temporary sign types are proposed to be deleted. The row regarding flags has been removed consistent with the US Supreme Court’s decision in the Reed case. Finally, a new type of temporary sign (balloon bobbers) has been added as an alternative to inflatable balloons, used frequently by car dealerships, as an example.

~~(1) **Vertical Banners**~~

~~Temporary vertical banners shall comply with the standards provided in Table H (Standards for Temporary Vertical Banners).~~

~~Table 10-50.100.090.H: Standards for Temporary Vertical Banners~~

| | Standard | Other Requirements |
|----------------------|---|---|
| Placement | Private property only at the business location. Securely fastened to the ground. | Not in public right of way or on public property. Shall not create a hazard for pedestrian or vehicular traffic. See Section 10- |

| | | |
|-------------------------|--|--|
| | | 50.100.090.B. |
| Mounting | Secure attachment to mounting pole required. | |
| Hours of use | Business hours only. | Removal at the close of business required. |
| Duration of use | See Table 10-50.100.090.F. | |
| Height | Max. 10 feet. | Measured from grade to the top of the vertical banner. |
| Width | Max. 2 feet. | |
| Number of Signs | Max. 1 per business. | |
| Illumination | Not permitted. | |
| Permitting | Temporary Sign Permit required. | |
| Design and construction | Professionally crafted. | |

Figure C. A-Frame Sign

~~(2) Temporary Wall Banners~~

Temporary wall banners are permitted in all commercial and industrial zones in compliance with the standards provided in Table I (Standards for Temporary Wall Banners).

Table 10-50.100.090.I: Standards for Temporary Wall Banners

| | Standard | Other Requirements |
|-------------------------|---|---|
| Placement | Private property only. | Not in public right-of-way. Not attached to a vehicle. |
| Mounting | Attached to a primary structure only, and not to any part of a roof or the supports for the roof. | Secure attachment to building required. |
| Duration of use | See Table 10-50.100.090.F. | |
| Mounting Height | Max. 25 feet to top of sign. | |
| Area | Max. 24 sq. ft. | |
| Number of Signs | Max. 1 per business. | |
| Illumination | Not permitted. | |
| Permitting | Temporary Sign Permit required. | Wall banners shall not be used as permanent signs. |
| Design and construction | Professionally crafted. | |

Figure D. Temporary Vertical Banner

~~(4) Window Signs~~

~~Temporary window signs shall comply with the standards provided in Table J (Standards for Temporary Window Signs).~~

~~Table 10-50.100.090.J: Standards for Temporary Window Signs~~

| | Standard | Other Requirements |
|---------------------------|---|---|
| Sign Area | Area of temporary and permanent window signs combined (including signs constructed of perforated vinyl or painted on the window) shall not exceed 25% of the area of the window on or within which they are displayed. | Not included in the total allowable sign area. |
| Sign Placement | No higher than 1st story windows. | Inside mounting preferred. |
| Illumination | Not permitted. | |
| Permitting | No Sign Permit required. | |

~~Temporary New Development/Construction Signs~~

~~Temporary signs announcing new development or construction shall comply with the standards provided in Table K (Standards for Temporary New Development/Construction Signs).~~

~~Table 10-50.100.090.K: Standards for Temporary New Development/Construction Signs~~

| | | |
|---------------------------|---|--|
| Sign Area | Max. 32 sq. ft. | |
| Sign Placement | Max. 1 sign per street frontage. Only on the site where the new development is proposed. | Only after Site Plan Approval has been granted. |
| Sign Removal | Prior to issuance of a Certificate of Occupancy. | |
| Illumination | Not permitted. | |
| Permitting | No Sign Permit required. | |

~~5.3. Sign Walkers~~ **(Becomes a new Subsection #4)**

~~This Subsection provides time, place and manner restrictions pertaining to sign walkers, i.e. a person who holds a sign to convey a commercial message, are allowed,~~ subject to the following standards:

- a. Sign walkers shall only be allowed in commercial and industrial zones, and Transect Zones T5 and T6;

- b. Sign walkers shall only be located on the premises of the business they are advertising, ~~private property~~ with the property owner's or property manager's written approval, or only on a public sidewalk, ~~or~~ walkway or pedestrian thoroughfare immediately adjacent to the ~~property for which the use, activity,~~ business premises, ~~sale, or advertising is being conducted~~;
- c. Sign walkers shall not be located ~~within a minimum of~~ 30 feet from a street or driveway intersection measured from the back of the curb or edge of pavement if no curb exists, and are shall not permitted be located in any of the following locations:
 - (1) ~~On any public property or within any public right-of-way except as specified in paragraph b;~~ In parking aisles or stalls;
 - (2) In driving lanes; or
 - (3) On fences, walls, boulders, planters, other signs, vehicles, utility facilities or any other structure.
 - ~~(4) Within 30 feet from any other sign walker; or,~~
 - ~~(5) In a manner that results in sign walkers physically interacting with motorists, pedestrians, or bicyclists;~~
- d. Sign walkers may not interfere with traffic or block pedestrians or bicyclists.
- ~~d.e.~~ Sign walkers are only permitted to advertise during ~~shall be limited to~~ the hours of operation of the business they are advertising;
- ~~e.f.~~ Sign walker signs shall not exceed eight square feet in area; shall not exceed eight feet in height when held; ~~or in place~~, and shall be professionally crafted;
- ~~f.g.~~ Sign walker signs that include any of the following are prohibited:
 - (1) Any form of illumination, including flashing, blinking or rotating lights;
 - (2) Animation on the sign itself; or
 - (3) Spinning, waving, throwing the sign in the air or any other such erratic movement intended to attract attention.
- ~~g.h.~~ _____ No Sign Permit is required for a sign walkers.

The amendments proposed in this Subsection are intended to clarify and improve the former standards. No new standards are proposed.

10-50.100.100 Sign Districts of Special Designation

A. Flagstaff Central District

5. Standards

b. Freestanding Signs

Two styles of freestanding signs are permitted within the Flagstaff Central District: either a low profile freestanding sign, or a freestanding suspended sign, [either of which may also be used as a Neighborhood or District Sign](#). The standards provided in Table D (Standards for Freestanding Signs in Flagstaff Central District) shall apply.

Table 10-50.100.100.D: Standards for Freestanding Signs in Flagstaff Central District

| | Standard | | Other Requirements |
|---|--------------------------------|--|--|
| | Area ¹ | Height | |
| Low Profile Freestanding Sign – Single Tenant Use | 24 sq. ft. | 6 feet | Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base. |
| Low Profile Freestanding Sign – Multiple Tenant Use | 32 sq. ft. | 8 feet | Shall be mounted on 2 poles placed at the outermost sides of the sign face, or on a low profile sign base. |
| Freestanding Suspended Sign | 18 sq. ft. | 10 feet to top of sign pole | Sign structure shall consist of a vertical pole and horizontal decorative sign support, and shall be constructed of wood or metal. |
| Number of Signs | 1 sign permitted per business. | | |
| Illumination | See Section 10-50.100.050.C. | Externally illuminated with down-directed and shielded fixtures only. Neighborhood or District Sign shall not be illuminated. | |
| Permitting | Sign Permit is required. | | |

End Note:

¹ [The area of a Neighborhood or District Sign shall not be counted against the permitted sign area applicable to the use\(s\) existing on the property where the Neighborhood or District Sign will be erected.](#)

The Neighborhood or District Signs standards formerly located within Section 10-50.100.020.D (Exemptions) have been moved to this table. The reasons for this are to reduce the number of exempt signs as much as possible and because a Neighborhood or District Sign would only be installed within the Flagstaff Central District where the historic districts in the City are located. Furthermore, the standards for freestanding signs in this district match those for a Neighborhood or District Sign. Under the current code these signs were permitted in the public right-of-way. As they are not considered government signs, and the amendments are set up to prohibit

any signs except government signs or those required by law in a public right-of-way, they must be placed on private property. The new End Note is intended to ensure that the property owner where the Neighborhood or District Sign will be placed may also have freestanding signage to advertise their business.

B. Downtown Historic District

5. **Portable Temporary Signs**

Portable Temporary signs proposed within the Downtown Historic District shall comply with the standards established in Section 10-50.100.090 (Portable Temporary Signs), except as provided below:

- a. No A-frame, upright signs, or feather vertical banners shall be permitted in the Downtown Historic District.

This amendment would allow A-frame and Upright Signs in the Downtown Historic District but would continue to preclude the use of feather vertical banners which are more appropriate in suburban areas of the City with greater traffic speed and volume.

- ~~b. Temporary stanchion signs shall comply with the standards provided in Table 10.50.100.100.E (Standards for Temporary Stanchion Signs).~~

| Table 10.50.100.100.E: Standards for Temporary Stanchion Signs | | |
|---|---|---|
| | Standard | Other Requirements |
| Placement | Only within the Downtown Historic District. | Only within the amenity zone on the sidewalk directly in front of the store. |
| Hours of use | Business hours only. | Removal at the close of business required. |
| Height | Max. 4 feet. | |
| Width | Max. 12 inches. | |
| Number of Signs | Max. 1 per business. | |
| Illumination | Not permitted. | |
| Permitting | No Sign Permit required. | |
| Design and construction | Professionally crafted. Shall be compatible with the architectural character of the Downtown District. | |

~~Figure E. Temporary Wall Banner~~

The standards in this table have been deleted because they are not content neutral and new standards for temporary signs consistent with Reed v. Town of Gilbert are

now being proposed. These amendments explicitly state that no temporary signs may be placed in City right-of-way regardless of what message they may be conveying.

F. Flagstaff Sign Free Zone

1. Purpose

This Section establishes a commercial tourism, commercial resort and hotel sign-free zone pursuant to A.R.S. §16-1019.

2. Applicability

The Flagstaff Sign Free Zone illustrated on Map 10-90.40.010 (Flagstaff Sign Free Zone) has been determined based on the location of a predominance of commercial tourism, resort and hotel uses within the Zone.

3. Standards

a. Within the Flagstaff Sign Free Zone all portable signs, including political signs, are prohibited within the public rights-of-way as they detract from the scenic and aesthetic appeal of the area adjacent to the Zone and deter its appeal to tourists. However, portable signs are permitted on private property adjacent to the Flagstaff Sign Free Zone.

b. The Director may remove or cause to be removed any portable sign erected or displayed in the public right-of-way in the Flagstaff Sign Free Zone.

€

Arizona Revised Statutes (A.R.S. §6-1019) allow municipalities to establish up to two sign free zones the total area of which is limited to a maximum of three square miles. These sign free zones must however, be based on a determination that “the municipality has determined that based on a predominance of commercial tourism, resort and hotel uses within the zone the placement of political signs within the rights-of-way in the zone will detract from the scenic and aesthetic appeal of the area within the zone and deter its appeal to tourists”. Staff has created a Flagstaff Sign Free Zone Map (attached) to be inserted in Chapter 10-90 (Maps). The sign free zone includes City and state rights-of-way (note that no temporary signs may be placed within ADOT right-of-way) in areas of the City where there are a predominance of hotels and resorts. This includes parts of West Route 66 and Woodlands Village Boulevard, S. Milton Road, East Route 66, parts of the downtown and Southside, and portions of Soliere Avenue and Country Club Drive. Within this sign free zone no temporary signs, regardless of the message conveyed, will be permitted.

10-50.100.110 Nonconforming Signs

[No amendments are proposed in this Section.]

10-50.100.120 Enforcement

A. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, display, ~~maintain~~ or use a sign within the City contrary

to, or in violation of, any provision of this Division. The requirements of this Division shall be enforced in compliance with the enforcement provisions of Division 10-20.110 (Enforcement).

B. The Director may remove or cause to be removed any portable sign erected or displayed upon a public sidewalk, walkway or pedestrian thoroughfare within public right-of-way or within a clear view zone that creates a hazard to pedestrian or vehicular traffic.

This text has been moved from the former Location Restrictions standards (Section 10-50.100.040.A) to the Enforcement Section where it is more appropriately located.

10-50.100.130 Appeals

[No amendments are proposed in this Section.]

10-50.100.140 Severability

[No amendments are proposed in this Section.]

Needed Amendments to Other Chapters of the Zoning Code:

Chapter 10-20 Administration, Procedures, and Enforcement:

Division 10-20.40 Permits and Approvals

Section 10-20.40.130 Sign Permits - Temporary Signs

A. Purpose

This Section establishes the permitting requirements for temporary wall banner signs as described in Section 10-50.100.0970 (Portable Temporary Signs) to ensure compliance with the applicable provisions of this Zoning Code.

B. Sign Permit Requirement

- ~~1. Except as provided in Section 10-50.100.020 (Applicability), it shall be unlawful for any person to erect, place, display, alter, repair, maintain or relocate a temporary wall banner sign without first obtaining approval for a Temporary Wall Banner Sign Permit from the Director.~~
- ~~2. A Temporary Sign Permit is not required to place a civic or non-profit event sign on the City's approved civic or non-profit event support structures as described in Section 10-50.100.090.C.1. However, a reservation for the use of these support structures may be submitted to the Director up to three months in advance of an event, approval of which shall be granted on a first come, first served basis.~~

The amendment in paragraph #1. explicitly requires a Temporary Sign Permit for wall banners. The text in paragraph #2. has been deleted as it is redundant and is already included in Table 10-50.100.090.C (Standards for Temporary Off-Premise Signs on Civic and Non-Profit Event Signs on City Approved Sign Support Structures).

C. Duration of Temporary Wall Banner Sign Permit

The Temporary Wall Banner Sign Permit will be valid for 30 days ~~the use for which it has been issued and for the duration established for each temporary sign type in Table 10-50.100.090.C (Standards for Specific Temporary Business Signs)~~ beginning with the date of issuance.

D. Review and Approval

1. Application

- a. An application for a Temporary Wall Banner Sign Permit for a business located in a multi-tenant development or shopping center shall be made by the property manager or property owner as the applicant on behalf of a business(s) requesting a Temporary Wall Banner Sign Permit for temporary wall banner sign ~~a seasonal or promotional sales event~~. A business owner who is also the property owner (e.g. in a single-tenant building) is considered the applicant for the purposes of this Section, and may submit an application for a Temporary Wall Banner Sign Permit for the business.
- b. No more than one temporary wall banner sign per 150 linear feet of property frontage or part thereof shall be permitted at any one time. The property manager or

property owner shall be responsible for determining which of the tenants in a multi-tenant development or shopping center ~~will~~ be entitled to a temporary wall banner sign in accordance with this Section.

2. Review

The Director shall review the Temporary Wall Banner Sign Permit application and supporting documentation required by Section 10-20.30.020 (Application Process) for compliance with the standards of Section 10-50.100.09~~70~~ (Portable Temporary Signs).

3. Determination

The Director in compliance with the Review Schedule on file with the Planning Section shall determine whether the Temporary Wall Banner Sign Permit may be issued or if additional information is required from the applicant to complete the permit application. If the Temporary Wall Banner Sign Permit application is denied, the reason ~~will~~ shall be stated in writing.

4. Authorization

Issuance of a Temporary Wall Banner Sign Permit authorizes the holder to install a temporary wall banner sign(s) in compliance with the terms of the permit. At any time after a Temporary Wall Banner Sign Permit is issued, a new owner, tenant or lessee of record, may be substituted for the original applicant, if a record of the new interest is made with the City and the new interest assumes all obligations he or she would have had in compliance with the original permit. The change of interest shall not imply that any fees paid for the permit will be returned to either the interest which has been replaced or the substitute.

E. Inspections

1. All wall banners~~signs~~ for which a Temporary Wall Banner Sign Permit is required are subject to inspection to establish compliance with the provisions of Section 10-50.100.09~~70~~ (Portable Temporary Signs), and any other applicable City codes.
2. A re-inspection fee (See Appendix 2 (Planning Fee Schedule)) ~~will~~ shall be charged if more than one inspection is made to determine compliance after issuance of a correction notice for an improperly displayed portable~~temporary~~ sign, or after issuance of any notice of violation. No fees ~~will~~ shall be charged for an inspection establishing that a violation exists, or for the first inspection following the issuance of a notice of violation. The re-inspection charge ~~will~~ shall be imposed if any subsequent inspection is required to determine compliance.

F. Violations

Any temporary wall banner signs installed or displayed without a Temporary Wall Banner Sign Permit are in violation of this Division and ~~will be~~ grounds for the Director to issue a correction notice and/or to cause removal of the portable~~temporary~~ sign until appropriate permits are obtained.

(Section 10-20.40.130 amended by Ord. 2014-27, adopted Nov. 18, 2014)

Renumber all following Sections and check cross-references.

Chapter 10-80 Definitions:**Division 10-80.20 Definition of Specialized Terms, Phrases, and Building Functions****Section 10-80.20.010. Definitions, "A."**

[ADOT: Arizona Department of Transportation.](#)

Section 10-80.20.160. Definitions, "P."

[Parkway: The area between the back of a curb and a sidewalk that is usually landscaped.](#)

This term is used in the Zoning Code, and thus a definition to clarify its meaning is proposed.

Section 10-80.20.190 Definitions, "S."

Sign: A structure, device, figure, display, message placard or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended or used to advertise, provide information in the nature of advertising, provide historical, cultural, archeological, [ideological, political,](#) or social information, or direct or attract attention to an object, person, institution, business, product, service, [message,](#) event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, [or illumination,](#) ~~or projected images.~~

This amendment clarifies and expands the definition of a sign.

[Sign, Balloon Bobber: A reusable pre-formed balloon filled with regular air made of a durable PVC vinyl that does not need to be inflated, and typically attached to a short pole.](#)

This amendment ensures that the new term "balloon bobber" is defined.

~~**Sign, Temporary Directional:** A temporary sign which is designed and erected to serve as a public convenience in directing pedestrian and vehicular traffic to approved temporary uses, City Special Events, or City Recreation Events, and not used for the purpose of advertising goods, uses, and activities on site.~~

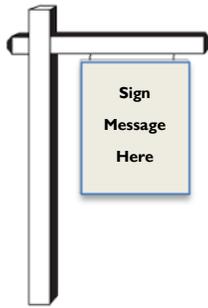
~~**Sign, Menu Display Board:** A sign advertising the menus for a restaurant, bar, or lounge.~~

Sign, Permanent: A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

[Sign, Portable: A sign that is capable of being moved and not designed to be permanently attached to a building or permanently anchored to the ground that is constructed of paper, cloth, canvas, light fabric, cardboard, plywood, light plastic or other similar materials.](#)

[Sign, Post: A sign mounted on either a single post or two or more posts as illustrated below.](#)

This term is used in the Zoning Code, and thus a definition to clarify its meaning is proposed.



Sign, Real Estate: A sign pertaining to the sale, or lease of the premises, or a portion of the premises, on which the sign is located.

Sign, Real Estate Directional: A temporary sign used to direct traffic to a real estate sale such as an open house or auction.

Sign, Stanchion: A temporary narrow upright sign that is easily moved used for advertising purposes.

Sign, Temporary: Any sign advertising an event, special promotion, or sale for a limited period of time that is constructed of paper, cloth, canvas, light fabric, wallboard, light plastic or other light, non-rigid, flimsy material.

Sign, Temporary A-Frame: A temporary portable, and self-supporting "sandwich board" sign used for advertising purposes, constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top. ([Syn. Sandwich Board Sign](#)).



These amendments clarify the definitions of a temporary signs and an A-Frame sign.

Sign, Temporary Directional: A temporary sign which is designed and erected to serve as a public convenience in directing pedestrian and vehicular traffic to approved temporary uses, City Special Events, or City Recreation Events, and not used for the purpose of advertising goods, uses, and activities on-site.

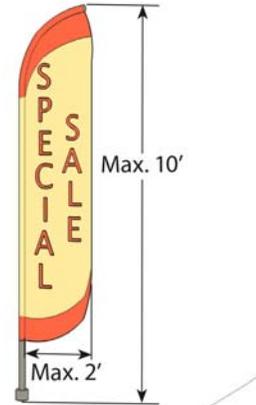
Sign, Temporary Events: A sign associated with a temporary use authorized by a Temporary Use Permit.

Sign, Temporary New Development/Construction: A temporary sign used to identify a future development that is, or will be, under construction.

Sign, Temporary Upright: A portable ~~temporary~~ sign ~~that may be used in lieu of an A-frame sign for advertising purposes,~~ constructed to be taller than it is wide, which may be ~~and~~ mounted on a weighted base or similar support.



Sign, Temporary Feather or Vertical Banner: A portable ~~temporary~~ sign ~~type~~ typically constructed of cloth, bunting, plastic, paper or similar non-rigid material, ~~used for advertising purposes,~~ and attached to a vertically mounted pole that is securely fastened to the ground.



Sign, Temporary Wall Banner: A portable ~~temporary~~ sign ~~type~~ constructed of cloth, bunting, plastic, paper or similar non-rigid material, ~~used for advertising purposes,~~ and securely attached to the wall or support ~~primary~~ structure for which it is advertising, ~~not including official flags.~~ Flags are not considered temporary wall banners of the United States, the state of Arizona, and other states of the nation, counties, municipalities and official flags of foreign nations.

Sign, Temporary Yard: A small portable sign used for advertising by local businesses that are also popular in election campaigns, typically constructed of corrugated plastic and supported on an H-shaped wire frame (Syn: Lawn Sign).



This term is used in the Zoning Code, and thus a definition to clarify its meaning is proposed.

**Chapter 10-90 Maps:
Division 10-90.40 Subject Specific Maps**

[Section 10-90.40.010 Flagstaff Sign Free Zone Map](#)

Insert this new map on new Page 90.50-1.



ORDINANCE NO. 2016-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, *THE CITY OF FLAGSTAFF ZONING CODE*, CHAPTER 10-50, *SUPPLEMENTAL TO ZONES*, DIVISION 10-50.100 *SIGN STANDARDS*, CHAPTER 10-20, *ADMINISTRATION, PROCEDURES, AND ENFORCEMENT*, DIVISION 10-20.40, *PERMITS AND APPROVALS*, AND CHAPTER 10-80, *DEFINITIONS*, DIVISION 10-80.20, *DEFINITIONS OF SPECIALIZED TERMS, PHRASES, AND BUILDING FUNCTIONS*, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “*2016 AMENDMENTS TO CITY CODE TITLE 10, ZONING CODE, DIVISION 10-50.100 SIGN STANDARDS, AND OTHER RELATED DIVISIONS*”; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has determined that amendments to the Zoning Code, Title 10 of the Flagstaff City Code, Chapter 10-50, *Supplemental to Zones*, Division 10-50.100, *Sign Standards*, Chapter 10-20, *Administration, Procedures, and Enforcement*, Division 10-20.40, *Permits and Approvals*, and Chapter 10-80, *Definitions*, Division 10-80.20, *Definitions of Specialized Terms, Phrases, and Building Functions*, are necessary in order to ensure, among other things, that the City’s sign standards have been clarified to ensure they are consistent with the US Supreme Court’s decision in *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015); and

WHEREAS, the Mayor and Council have, by resolution, previously declared the “*2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100, Sign Standards, and Other Related Divisions*,” (referred to hereinafter as the “Proposed Amendments”) to be a public record; and

WHEREAS, in a work session held on December 8, 2015, the City Council considered public comment, discussed various options and alternatives, and, after deliberation, directed staff to return with those changes that now comprise the Proposed Amendments; and

WHEREAS, the Planning and Zoning Commission at their public meeting on February 24, 2016, recommended that the City Council adopt the Proposed Amendments; and

WHEREAS, the City Council finds that the City has complied with the statutory notice and meeting requirements.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan (Regional Plan).

SECTION 2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

SECTION 3. The proposed amendment is internally consistent with other applicable provisions of the Flagstaff Zoning Code.

SECTION 4. In General.

That the document entitled "2016 Amendments to City Code Title 10, Zoning Code, Division 10-50.100 (Sign Standards) and Other Related Divisions," three copies of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona and previously declared by Resolution No. 2016-13 to be a public record, is hereby adopted and made a part hereof as if fully set out in this ordinance and its provisions declared to be inserted into the Zoning Code and to replace and supersede the existing relevant provisions of the Zoning Code.

SECTION 5: Penalties.

Whenever the Flagstaff Zoning Code prohibits an act or makes or declares an act to be unlawful or an offense, or whenever in the Code the doing of any act is required, or the failure to do any act is declared to be unlawful, the violation of any such provision shall be punished as follows:

Civil Penalty: Any person found responsible for violating the Flagstaff Zoning Code shall be sentenced to a fine of not less than \$100. Any person found responsible of a second violation committed within 36 months of a prior violation shall be subject to a fine of not less than \$250. Any person found responsible of a third or subsequent violation within 36 months of a prior violation shall be subject to a fine of not less than \$500.

Criminal Penalty: Any person found responsible by the Flagstaff Municipal Court for three or more civil violations of the Flagstaff Zoning Code within a 24-month period shall be deemed a habitual offender. A habitual offender who subsequently violates the Flagstaff Zoning Code shall be guilty of a class 1 misdemeanor.

SECTION 6. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 7: Severability.

That, if any section, subsection, sentence, clause, phrase or portion of this ordinance or any of the amendments adopted in this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by a decision of any court of competent jurisdiction, such decision shall not affect any of the remaining portions thereof.

SECTION 8: Effective Date.

This ordinance shall be effective (30) thirty days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of May, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

“Really? You’ve been rewriting the sign code again?!”



**City Council Public Hearing 5.3.16
Division 10-50.100 Sign Standards**

Overview



- Why are we here?
 - US Supreme Court decision in *Reed v. Town of Gilbert*, No. 135 S.Ct. 2218, 2015
- Revisions to the Current Sign Standards
 - Generally
 - Permanent Signs – relatively minor
 - Temporary Signs – substantial revisions
- Public Hearing – discussion/questions

Reed v. Town of Gilbert, Az.



- *Reed v. Town of Gilbert, Ariz.*, 587 F.3d 966 (9th Cir. 2009), *on remand*, 832 F. Supp.2d 1070 (D. Ariz. 2011), *affirmed*, 707 F.3d 1057 (9th Cir. 2013), *reversed and remanded*, 135 S.Ct. 2218 (2015)



Source:
<http://www.nytimes.com/2015/06/19/us/justices-side-with-arizona-church-in-dispute-over-sign-limits.html>

"Temporary Directional Signs Relating to a Qualifying Event"

Reed v. Town of Gilbert, Az.



- ***Reed* Takeaways**
 - The *Reed* case is about determining when a government regulation of speech is content based
 - Content-based laws are presumptively unconstitutional
 - Time, place, and manner restrictions are OK provided they are content neutral, narrowly tailored, and serve a legitimate governmental interest
 - *Reed* is not just about temporary signs
 - Careful scrutiny of the Sign Code is essential to ensure content neutrality

Flagstaff's Sign Standards



- Flagstaff Sign Standards:
 - Permanent signs generally not an issue – only a few minor tweaks
 - Temporary signs – there were some issues
 - Comprehensive rewrite was needed

Sign Standards Outline – Div. 10-50.100

Sections:

| | |
|---------------|---|
| 10-50.100.010 | Purpose |
| 10-50.100.020 | Applicability |
| 10-50.100.030 | Sign Permit Requirements |
| 10-50.100.040 | General Restrictions for All Signs |
| 10-50.100.050 | General Requirements for All Signs |
| 10-50.100.060 | Permanent Signs |
| 10-50.100.070 | Comprehensive Sign Programs |
| 10-50.100.080 | Sign Design Performance Standards |
| 10-50.100.090 | Temporary Signs – Portable Signs |
| 10-50.100.100 | Sign Districts of Special Designation |
| 10-50.100.110 | Nonconforming Signs |
| 10-50.100.120 | Enforcement |
| 10-50.100.140 | Appeals |
| 10-50.100.150 | Severability |

10-50.100.010



Purpose

- Minor language amendments for clarity, unrelated to *Reed*
- Table A (Sign Types) deleted – unnecessary

10-50.100.020



Applicability

- Various minor amendments for clarity/simplicity, unrelated to *Reed*
- 2.d Substitution Clause
 - Provides that any non-commercial message may be substituted for a commercial message or any non-commercial message changed to a different non-commercial message on a sign without the need for a permit
- C. Exemptions
 - Comprehensive review – many removed

10-50.100.020



Applicability

- C. Exemptions
 - Comprehensive review – many removed

Exempt Signs:

| | |
|--|---------------|
| Building identification signs | unchanged |
| Business name on an entry door | unchanged |
| Community bulletin board signs | minor edits |
| Governmental signs | minor edits |
| Heritage signs in Landmark Zones | unchanged |
| Historic and architectural features | unchanged |
| Internal signs | amended |
| Seasonal decorations | unchanged |
| Street light banner sign | unchanged |
| Vending machine and similar facilities | moved to here |

Removed:

Display board daily specials
 Neighborhood/district sign
 Nonstructural modifications/
 maintenance
 Political signs
 Real estate signs
 Signs required by law
 Vehicle signs
 Yard or garage sale signs
 Flags

10-50.100.030



Sign Permit Requirements

- C. Nonstructural Modifications and Maintenance
 - Moved from Exemptions
 - Expanded to include:
 - Existing signs on single-tenant buildings
 - Building mounted signs
 - Amendments unrelated to *Reed*

10-50.100.040



General Restrictions for All Signs

- A. Location Restrictions
 - Numerous minor amendments for clarity/simplicity, unrelated to *Reed*
 - Redundancies eliminated
 - Vehicle signs – moved to Table P (Standards for Vehicle Signs)

10-50.100.040



General Restrictions for All Signs

- B. Prohibited Signs (new)
 - Billboards, bandit signs, stuffed animals
- C. Display Restrictions
 - Numerous minor amendments for clarity/ simplicity, unrelated to *Reed*
 - Redundancies eliminated
 - Balloons, spinners, strings of flags, etc. clarified

10-50.100.050



General Requirements for All Signs

- No amendments are required post-Reed
- One minor amendment – include a new illustration to clarify an irregular sign area

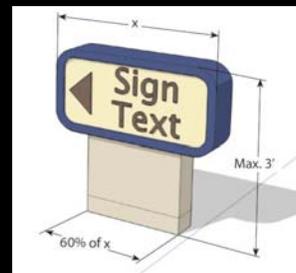


10-50.100.060



Permanent Signs

- (2) Building Mounted Signs
 - Minor revisions, e.g. to clarify sign placement on a building element, unrelated to *Reed*
- (5) Driveway Sign (formerly Directional Sign)
 - Only the name of this sign type has changed



10-50.100.060



Permanent Signs

- (7) Freestanding Signs
 - Minor revisions:
 - More flexibility for sign height regarding embellishments, unrelated to *Reed*
 - Allows a sign to be mounted on 2 posts/poles, unrelated to *Reed*
 - Adds a new freestanding sign type – Post Sign; no permit if sign advertises property for sale or lease. Sign area included in total temporary sign area allowance.



10-50.100.060



Permanent Signs

- (14) Window Signs
 - Minor revisions unrelated to *Reed*
 - Sign area increased from 25% to 40%
 - Inside mounting required rather than preferred
 - Open Signs moved here – no permit required
- (15) (formerly Other Sign Types)
 - Deleted:
 - Drive-through menu board and confirmation signs
 - Fuel pump signs
 - Menu display box
 - Open sign



10-50.100.060



Permanent Signs

- (15) Vehicle Signs (formerly Other Sign Types)
 - Maintains the same standards as the current code – moved to a more logical location
 - Simplified and an intent statement added

10-50.100.070



Comprehensive Sign Programs

- No amendments are required post-Reed
- One amendment proposed - also include building mounted signs

10-50.100.080



Sign Design Performance Standards

- No amendments are required post-Reed
- Only a minor clarifying amendment is proposed to correct a standard

10-50.100.090



Temporary Signs (Current Code)

- A. Purpose
- B. General to All
- C. Specific to Commercial and Industrial Zones ...

Temporary Signs:

Approved Temporary Uses
Civic and Non-Profit Events
City Special Recreation Events
Temp. Directional Signs
On-Premises Business Signs
Temp. Construction Signs
Real Estate Signs
Sign Walkers

Temporary Signs:

New Occupancy or Use
Grand Opening
Promotional or Seasonal Sale
Going-Out-of-Business
A-Frame as Secondary Signage

Temporary Signs:

A-frame or Upright Sign
Vertical Banner Sign
Wall Banner Sign
Window Sign

OK

But these standards are not content neutral!

10-50.100.090



Temporary Signs (Now – “Portable Signs”)

- A. Purpose
 - Minor revisions only, unrelated to *Reed*
- B. General to All
 - Numerous amendments for clarity/simplicity
- C. Standards for Temporary Signs
 - Extensive rewrite and simplification post-*Reed*
 - Time, Place and Manner Restrictions for Temporary Signs
 - Types of Temporary Signs
 - Civic and Non-Profit Event Signs on Sign Structures
 - Sign Walkers

10-50.100.090



Portable Signs (Proposed)

- B. General to All
 - Numerous amendments for clarity/simplicity
- C. Standards for Portable Signs

Portable signs are allowed only in compliance with the provisions of this Section:

1. A Permit is only required for temporary wall banner signs. See Section 10-20.40.130 (Temporary Wall Banner Sign Permits).
2. There is no limitation on the length of time that a portable sign may be displayed, except for temporary wall banner signs (See Table 10-50.100.090.B (Standards for Portable Signs).
3. Portable signs must not be placed on or affixed to any City property, including City rights-of-way, except as specifically authorized in connection with a special event permitted under City Code Chapter 8-12 (Special Events).
4. Portable signs shall not be placed in the clear view zone at street intersections or driveways (Refer to Section 10-50.100.050.F (Sign Placement at Intersection)).

10-50.100.090



Portable Signs (Proposed)

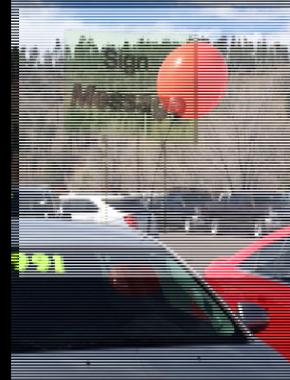
- C. Standards for All Portable Signs
 - Time, Place and Manner Restrictions for Portable Signs
 - Placement – not a hazard
 - Prohibited elements – illumination, animation, attachments
 - Design and construction – professionally crafted
 - Period of use – only wall banners limited to 30 days
 - Hours of use – no limitation
 - Area limitation – 24 sq. ft. and 16 sq. ft.
 - Multi-tenant shopping centers – 2 signs per 150' of frontage, 24 sq. ft. combined.
 - Area limitation excludes wall banners and window signs

10-50.100.090



Portable Signs (Proposed)

- C. Standards for All Portable Signs
 - Types of Portable Signs
 - A-frame or Upright Sign
 - Vertical Banner Sign
 - Wall Banner Sign
 - Window Sign
 - Yard Sign
 - Each has area, height, and width limitations
 - Balloon Bobbers



Section 10-50.100.090



Portable Signs (Proposed)

- C. Standards for Portable Signs
 - Civic and Non-Profit Event Signs on City Approved Sign Support Structures
 - No amendments proposed in this section
 - Now cannot require placement on them ...

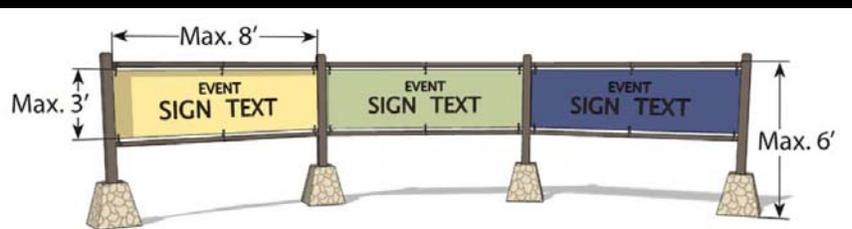


Figure A. Civic or Non-Profit Event Sign Structure

10-50.100.090



Temporary Signs (Proposed)

- C. Standards for Temporary Signs
 - Sign Walkers
 - Clarifying amendments consistent with State law – also neutral on the message



10-50.100.100



Sign Districts of Special Designation

- A. Flagstaff Central District
 - 5.b. Includes Neighborhood or District Sign
 - Excluded from the permitted sign area for the property on which it is located
- B. Downtown Historic District
 - Stanchion signs no longer permitted
- F. Flagstaff Sign Free Zone

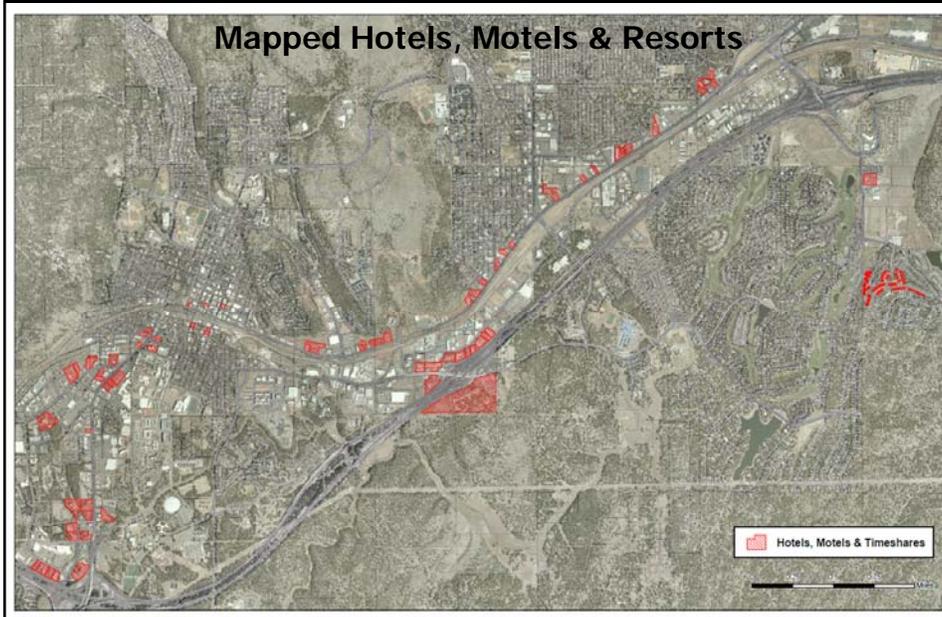


10-50.100.090



- A.R.S. §16-1019 Political Signs
 - City may not remove political signs within a city ROW if ...
 - 45 days before primary & 10 days after general election
 - City may remove if a hazard/interferes with ADA or "constitutes an emergency"
 - Max 16 sq. ft. residential zones / 32 sq. ft. elsewhere
 - May establish up to 2 "**sign free zones**", max. total area of 3 square miles; "*commercial tourism, commercial resort and hotel sign free zones*"
 - Not permitted in ADOT ROW

10-50.100.100



10-50.100.140



Severability

- Already included in the Sign Standards
- No amendments are required post-Reed
- No other amendments are needed

Needed Other Amendments



Chapter 10-20 (Administration, Procedures, and Enforcement)

- Temporary Sign Permits – wall banners only

Chapter 10-80 (Definitions)

- Delete various content-based definitions
 - Sign, Real Estate Directional
 - Sign, Temporary Directional
 - Sign, Temporary New Development/Construction,
 - Etc.
- Add new sign types
 - Sign, Temporary Yard
 - Balloon Bobber
 - Other minor updates

Decision Points – Portable Signs



B. General to All

Portable signs are allowed only in compliance with the provisions of this Section;

1. A Permit is only required for temporary wall banner signs. See Section 10-20.40.130 (Temporary Wall Banner Sign Permits).
2. There is no limitation on the length of time that a portable sign may be displayed, except for temporary wall banner signs (See Table 10-50.100.090.B (Standards for Portable Signs).

3. Portable signs must not be placed on or affixed to any City property.

4. ~~including City rights-of-way, except~~ If the alternative in Section 10-50.100.040 on Page 50.100-11 is chosen, the following amendments are also required.

Portable signs that contain a non-commercial message are permitted in City rights-of-way except in the Flagstaff Sign Free Zone (See Section 10-50.100.100.F) subject to the standards provided in the Applicable to All Zones Section in Table A (Standards for All Portable Signs) and the following limitations:

- (1) Maximum sign area in residential zones is 16 sq. ft.;
- (2) Maximum sign area in commercial, industrial, and all other zones is 32 sq. ft.; and
- (3) No period of use limitation.

Decision Points



Portable Signs (Proposed)

- C. Standards for All Portable Signs
 - Time, Place and Manner Restrictions for Portable Signs
 - Placement – not a hazard
 - Prohibited elements – illumination, animation, attachments
 - Design and construction – professionally crafted
 - Period of use – only wall banners limited to 30 days
 - Hours of use – no limitation
 - Area limitation – 24 sq. ft. and 16 sq. ft.
 - Multi-tenant shopping centers – 2 signs per 150' of frontage, 24 sq. ft. combined.
 - Area limitation excludes wall banners and window signs

Decision Points



Portable Signs (OPTION 1)

- C. Standards for All Portable Signs
 - Time, Place and Manner Restrictions for Portable Signs
 - Placement, prohibited elements, professionally crafted, etc.
 - No change to "portable" signs – temporary signs remain
 - Permit required for ALL temporary signs
 - Period of use - 60 days to 5 months?
 - Hours of use – business hours, except wall banners, or allowed overnight?
 - Area limitation still applies
 - Administration and enforcement challenges

Decision Points



Portable Signs (OPTION 2)

- C. Standards for All Portable Signs
 - Time, Place and Manner Restrictions for Portable Signs
 - Placement, prohibited elements, professionally crafted, etc.
 - No change to "portable" signs – temporary signs remain
 - NO permit required for any temporary signs
 - Period of use - 60 days to 5 months? Honor system.
 - Hours of use – business hours, except wall banners, or allowed overnight?
 - Area limitation still applies
 - Administration and enforcement challenges

Tonight's meeting



- Public Hearing
- Resolution 2016-21 (Flagstaff Sign Free Zone)
- Resolution 2016-13 (declaring a public record)
- Ordinance 2016-22 (read for first time)

Thank you!

Roger E. Eastman, AICP
Comprehensive Planning and Code Administrator
(928) 213-2640 reastman@flagstaffaz.gov

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Patrick Bourque, Public Works Section Director
Date: 04/26/2016
Meeting Date: 05/17/2016



TITLE:

Public Hearing, Consideration and Possible Adoption of Resolution No. 2016-19 and Ordinance No. 2016-26: Declaring the "2016 Amendments to City Code Title 7, Health and Sanitation, Chapter 7-04, Municipal Solid Waste Collection Service" a public record and adopting said revisions to Chapter 7-04 "Municipal Solid Waste Collection Service" of the City Code by reference.

RECOMMENDED ACTION:

At the May 17, 2016, Council Meeting

- 1) Open the Public Hearing
- 2) Read Resolution No. 2016-19 by title only
- 3) City Clerk reads Resolution No. 2016-19 by title only (if approved above)
- 4) Read Ordinance No. 2016-26 by title only for the first time
- 5) City Clerk reads Ordinance No. 2016-26 by title only (if approved above)

At the May 31, 2016, Council Meeting

- 6) Adopt Resolution No. 2016-19
- 7) Read Ordinance No. 2016-26 by title only for the final time
- 8) City Clerk reads Ordinance No. 2016-26 by title only (if approved above)
- 9) Adopt Ordinance No. 2016-26

Executive Summary:

A revision to Chapter 7-04 "Municipal Solid Waste Collection Service Ordinance of the City of Flagstaff, Arizona." (amended, Ord. 2007-40, 09/18/2007) of the City Code is brought about by the passage of SB 1079 during the legislative session of 2015, which amended A.R.S. 49-746. The law was signed into effect by the Governor on April 1, 2015 with an effective date of July 1, 2016. The legislation created a new class of solid waste collections customer, Multifamily Residential Properties, and directed municipalities to prescribe rules for the delivery of recycling and solid waste management services to Multifamily Residential Properties that promote the availability of these services and competition in the delivery of these services.

Historically, Multifamily Residential Properties have been considered residential properties that were serviced by the City. The rates for service have been the same as commercial customers because of the type of containers used to service them. Those rates were established using a flat, across the board calculation for a per yard cost recovery. Solid Waste performed an evaluation of our routes, comparing the service time of standard commercial accounts to the service time of multifamily residential accounts. We discovered that, due to the efficiencies created by having multiple containers at one service address, we gain efficiencies in service time for multifamily residential properties, allowing

for consideration of a rate structure that better accounts for collection density and waste volume.

In addition there are a number of proposed general revisions to the Solid Waste Code proposed that will update antiquated language, such as the rate escalator provision, improve and include definitions related to current operations, and include the residential glass collection guidelines, which are currently practiced but not addressed in the current code.

Financial Impact:

Solid Waste's multifamily residential customers comprise 24 percent of its commercial collection revenue, or an estimated \$700,000 per year. If we lose multifamily residential accounts to competition, we would need to adjust routes, staffing and landfill revenue collection expectations.

Solid Waste is recommending that we adjust our rates to allow for this efficiency and to remain competitive. As we adjust multifamily residential rates to remain competitive with collections, the estimated collection revenue reduction is approximately \$66,000/year, if all accounts are retained and no new accounts are obtained. Competition created by Legislation may also create some account loss.

Under the current collections structure, Multifamily Residential customers comprise 46 percent of its total commercial tonnage taken into the landfill, generating an estimated tipping fee of \$560,000 per year. Losing all multifamily residential collections runs the risk of dropping our waste tonnage collected at the landfill below our break-even tonnage target.

Connection to Council Goal and/or Regional Plan:

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:

No

Options and Alternatives:

Continue to use current Commercial Rate Sheet and working with our existing clients to maintain our collection relationship for Multifamily Residential Properties.

Background/History:

Historically, the City has been responsible for solid waste collection to all residential properties in the city. On April 1st, 2015 the Governor signed into law legislation amending Arizona Revised Statutes Section 49-746 establishing Multifamily Residential Properties as its own class of customer similar to commercial accounts. The amendment allows private waste haulers the opportunity to compete for solid waste collection services to Multifamily Residential Properties. This law goes into effect June 30, 2016.

Here is the complete legislation:

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 49-746, Arizona Revised Statutes, is amended to

3 read:

4 [49-746. Private enterprise recycling and solid waste](#)

5 [management; definitions](#)

6 A. A municipality of this state shall not prohibit or unreasonably

7 restrain a private enterprise from delivering **RECYCLING OR SOLID WASTE**
8 **MANAGEMENT SERVICES TO THE MUNICIPALITY OR TO** commercial, ~~or~~ industrial
9 ~~recycling services or commercial or industrial solid waste management~~
10 ~~services~~ **OR MULTIFAMILY RESIDENTIAL PROPERTIES** within ~~or to~~ the municipality.
11 B. The municipality shall prescribe rules for the delivery of
12 recycling **AND SOLID WASTE MANAGEMENT** services ~~and FOR~~ commercial, ~~or~~
13 industrial ~~solid waste management services~~ **AND MULTIFAMILY RESIDENTIAL**
14 **PROPERTIES** that promote availability of these services and ~~promote~~
15 competition in the delivery of these services.
16 C. **FOR THE PURPOSES OF THIS SECTION:**
17 1. **"DWELLING UNIT" HAS THE SAME MEANING PRESCRIBED IN SECTION 33-1310.**
18 2. **"MULTIFAMILY RESIDENTIAL PROPERTIES" MEANS ANY REAL PROPERTY THAT**
19 **HAS ONE OR MORE STRUCTURES AND THAT CONTAINS FIVE OR MORE DWELLING UNITS FOR**
20 **RENT OR LEASE THAT ARE SUBJECT TO TITLE 33, CHAPTER 10.**
21 Sec. 2. Effective date
22 Section 49-746, Arizona Revised Statutes, as amended by this act, is 23 effective from and after December 31, 2015.

Key Considerations:

Key Considerations for Collections:

Solid Waste's multifamily residential customers comprise 24 percent of its commercial collection revenue, or an estimated \$700,000 per year. If we lose multifamily residential accounts to competition, we would need to adjust routes, staffing and landfill revenue collection expectations.

Solid Waste performed an evaluation of our routes. We compared the service time of standard commercial accounts to the service time of multifamily residential accounts. We discovered that, due to the efficiencies created by having multiple containers at one service address, the service time for multifamily residential properties is more efficient.

Solid Waste is recommending that we adjust our rates to allow for this efficiency and to remain competitive. As we adjust multifamily residential rates to remain competitive with collections, the estimated collection revenue reduction is approximately \$66,000/year, if all accounts are retained and no new accounts are obtained. Competition created by Legislation may also create some account loss.

Key Considerations For Landfill:

Under current collections structure, Multifamily Residential customers comprise 46 percent of its total commercial tonnage taken into the landfill, generating an estimated tipping fee of \$560,000 per year. Losing Multifamily Residential collections runs the risk of dropping the City's daily tonnage below the landfill operation's break-even point.

Expanded Financial Considerations:

While competition in the Multifamily Residential market may result in account loss, in order to remain competitive, the proposed rate structure accounts for efficiencies realized from customers with high volume in a small geographic area. While revised collection rates may decrease collection revenues, the rate structure may help avoid greater losses from customer loss.

Community Involvement:

Inform

Attachments: Solid Waste Presentation

Res. 2016-19

Ord. 2016-26



Solid Waste Code Proposed Revisions May 10, 2016



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Discussion

Proposed Revisions to the Code

1. Multifamily residential
2. General revisions
 - Antiquated language
 - Definitions

Solid Waste Operations Research

1. Hauler licensing/truck fees



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Proposed Revisions Multifamily Residential



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Background on Multifamily Residential

- Historically, the City has been responsible for solid waste collection at all residential properties in the city, including multifamily developments
- In April 2015, ARS 49-746 was amended, establishing Multifamily Residential Properties as its own class of customer
- The amendment allows private waste haulers to compete for multifamily residential collection services
- ARS 49-746 goes into effect July 1, 2016



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Multifamily Residential Collections Considerations

Multifamily residential customers comprise 24% of the city's commercial collection revenue, generating an estimated \$696,816/year

- Competition created by ARS 49-746 will likely result in account losses
- In order to remain competitive, the proposed rate structure accounts for efficiencies realized from customers with high volume in a small geographic area, such as some multifamily properties
- The new rates will decrease collection revenues by approximately \$66,000/year, if all accounts are retained
- However, we believe the new rates will help solid waste avoid greater losses from losing customers



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Multifamily Residential Landfill Considerations

Multifamily Residential customers comprise 46% of the commercial tonnage taken to the landfill, generating an estimated \$560,356/year

- The landfill needs to collect a certain amount of tonnage to coverage overhead costs.
- If the City were to lose multiple multifamily residential customers, the daily tonnage collected could fall below the amount need to cover landfill overhead costs.



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Multifamily Residential Definition



7-04-001-0002 DEFINITIONS

MULTIFAMILY RESIDENTIAL PROPERTIES:
Means any real property that has one or more structures and that contains five or more dwelling units for rent or lease that are subject to Title 33, Chapter 10 of the Arizona Revised Statutes



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Multifamily Residential Rate Considerations

Recommended rate adjustments allow the City to remain competitive in the collections market and to secure appropriate waste tonnage at the landfill

- Competitive rates coincide with existing commercial rate structure
- Current commercial rate structure based on container size and level of service

New rate structure will allow for collection density and waste volume pricing



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Current Commercial, Industrial, and Multifamily Residential Rate Structure

The current rate structure does not incorporate volume and density efficiencies

| Container Size | 1X/Week | 2X/Week | 3X/Week | 4X/Week | 5X/Week | 6X/Week | 7X/Week |
|----------------|---------|---------|---------|---------|---------|---------|---------|
| 6 Cu. Yd 1 Bin | 94.26 | 166.53 | 239.05 | 311.39 | 383.49 | 479.89 | 581.11 |
| 2 Bins | 150.15 | 264.34 | 378.91 | 493.22 | 607.14 | 759.45 | 919.37 |
| 3 Bins | 206.49 | 362.93 | 519.89 | 676.48 | 832.56 | 1041.22 | 1260.32 |
| 4 Bins | 262.80 | 461.48 | 660.82 | 859.70 | 1057.91 | 1322.92 | 1601.17 |
| 5 Bins | 319.23 | 560.23 | 802.03 | 1043.26 | 1283.70 | 1605.15 | 1942.67 |
| 6 Bins | 377.07 | 661.44 | 946.77 | 1231.43 | 1515.14 | 1894.45 | 2292.73 |
| 7 Bins | 433.94 | 760.98 | 1089.10 | 1416.46 | 1742.73 | 2178.93 | 2636.95 |
| 8 Bins | 490.63 | 860.18 | 1230.95 | 1600.87 | 1969.55 | 2462.47 | 2980.03 |



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Proposed Commercial, Industrial, and Multifamily Residential Rate Structure

The proposed rate structure incorporates volume and density efficiencies

| Container Size | 1X/Week | 2X/Week | 3X/Week | 4X/Week | 5X/Week | 6X/Week | 7X/Week |
|----------------|---------|---------|---------|---------|---------|---------|---------|
| 6 Cu. Yd 1 Bin | 94.26 | 166.53 | 239.05 | 311.39 | 383.49 | 479.89 | 581.11 |
| 2 Bins | 150.15 | 264.34 | 378.91 | 493.22 | 607.14 | 759.45 | 919.37 |
| 3 Bins | 206.49 | 362.93 | 519.89 | 676.48 | 832.56 | 1041.22 | 1260.32 |
| 4 Bins | 231.27 | 406.10 | 581.52 | 756.54 | 930.96 | 1164.17 | 1409.03 |
| 5 Bins | 271.34 | 476.19 | 681.72 | 886.77 | 1091.14 | 1364.37 | 1651.27 |
| 6 Bins | 309.20 | 542.38 | 776.35 | 1009.77 | 1242.42 | 1553.45 | 1880.04 |
| 7 Bins | 338.48 | 593.56 | 849.50 | 1104.84 | 1359.33 | 1699.57 | 2056.82 |
| 8 Bins | 367.97 | 645.13 | 923.22 | 1200.65 | 1477.17 | 1846.85 | 2235.02 |



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Proposed Revisions General



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





General Revisions

Throughout the code general revisions are needed including:

- Improve definitions
- Remove rate escalator
- Include residential glass collection guidelines



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Examples General Revisions



7-04-001-0002 DEFINITIONS

RESIDENTIAL SOLID WASTE/RECYCLING COLLECTIONS: The collection or removal of residential solid waste/recycling from one or more residences

- This term is not used in the code



7-04-001-0011 BURNING SOLID WASTE

It shall be unlawful to attempt to burn solid wastes within the corporate limits of the City ~~without written permission of the Fire Department.~~

- Burning of solid waste is not allowed within City limits



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Examples General Revisions



7-04-001-0009 FEES

~~Rate Escalator: A 5% rate increase escalator shall apply to the rates for the following services: commercial trash and recycling collection, residential collection, hoist and haul, and the posted landfill tipping fee...~~

- Adopted as part of the 2007 code revisions, the intent was to gradually bring fees for collections up to true costs over five years, the terms for the revision have been executed and have expired



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Examples General Revisions

7-04-001-0007 COLLECTION PRACTICES

Residential Glass Recycling

- \$3.55/ month
- Glass Collection occurs on the Wednesday of your section's Bulk Pickup Week
- All colors of glass are accepted
- Glass should not be placed in the 90 gallon curbside recycle container
 - *Glass collection is not addressed in the current version of the Solid Waste Code*



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Research on Solid Waste Operations



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Operations Research License/Truck Fees

Hauler License/Truck Fees could cover Solid Waste operational costs

- The City's private waste hauler license fee is \$50
- Fees throughout the state range from \$250-\$2,000

| Community | Annual | Fee |
|--------------------|---------------|------------|
| City of Scottsdale | License Fee | \$250.00 |
| | Per Truck | \$750.00 |
| City of Glendale | Permit Surety | \$2,000.00 |
| | Per Truck | \$1,000.00 |
| Town of Gilbert | Application | \$500.00 |



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER





Thank you Questions?



TEAM FLAGSTAFF

WE MAKE THE CITY BETTER



RESOLUTION NO. 2016-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED “2016 AMENDMENTS TO CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-04, MUNICIPAL SOLID WASTE COLLECTION SERVICE”

RECITALS:

WHEREAS, the City Council is considering amendments to Chapter 7-04 (Municipal Solid Waste Collection Service) of the Flagstaff City Code; and

WHEREAS, the proposed amendments have been consolidated into a document that bears the title “2016 Amendments to City Code Title 7, Health and Sanitation, Chapter 7-04, Municipal Solid Waste Collection Service” (referred to hereinafter as the “Proposed Amendments”), attached as Exhibit A; and

WHEREAS, the City Council finds that the document entitled “2016 Amendments to City Code Title 7, Health and Sanitation, Chapter 7-04, Municipal Solid Waste Collection Service” should be declared a public record and that three copies of the document should be deposited in the office of the City Clerk and made available for public use and inspection.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

The document “2016 Amendments to City Code Title 7, Health and Sanitation, Chapter 7-04, Municipal Solid Waste Collection Service,” Exhibit A attached hereto, three complete copies of which are on file in the office of the City Clerk, is hereby declared to be a public record.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 31st day of May, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT 'A'

**CHAPTER 7-04
MUNICIPAL SOLID WASTE COLLECTION SERVICE**

SECTIONS:

| | |
|-------------------------------------|---|
| 7-04-001-0001 | SHORT TITLE |
| <u>7-04-001-0002</u> | <u>PURPOSE</u> |
| 7-04-001-000 3 <u>2</u> | DEFINITIONS |
| 7-04-001-000 4 <u>3</u> | COMPLIANCE WITH REGULATIONS |
| 7-04-001-000 5 <u>4</u> | COLLECTION SUPERVISED BY DIRECTOR OF PUBLIC WORKS |
| 7-04-001-000 6 <u>5</u> | REGULATIONS |
| 7-04-001-000 7 <u>6</u> | STORING OR PLACEMENT OF SOLID WASTES |
| 7-04-001-000 8 <u>7</u> | COLLECTION PRACTICES |
| 7-04-001-000 9 <u>8</u> | DISPOSAL PRACTICES |
| 7-04-001-001 0 <u>09</u> | FEEES |
| 7-04-001-001 1 <u>10</u> | DELINQUENT ACCOUNTS |
| 7-04-001-001 2 <u>1</u> | BURNING SOLID WASTES |
| 7-04-001-001 3 <u>2</u> | SOLID WASTES COLLECTION CONTRACTORS |
| 7-04-001-001 4 <u>3</u> | PENALTIES |
| 7-04-001-001 5 <u>4</u> | NOTICE OF VIOLATION |
| 7-04-001-001 6 <u>5</u> | SERVICE OF NOTICE |
| 7-04-001-001 7 <u>6</u> | APPOINTMENT OF HEARING OFFICER |
| 7-04-001-001 8 <u>7</u> | CIVIL VIOLATION AND ADMINISTRATIVE HEARING |
| 7-04-001-001 9 <u>8</u> | APPEAL OF DECISION AND COST OF REMOVAL |
| 7-04-001-002 0 <u>19</u> | SCOPE OF REVIEW |
| 7-04-001-002 1 <u>10</u> | VOLUNTARY ABATEMENT; REMOVAL BY CITY |
| 7-04-001-002 2 <u>1</u> | LIEN FOR REMOVAL |
| 7-04-001-002 3 <u>2</u> | CRIMINAL PENALTIES |
| 7-04-001-002 4 <u>3</u> | SEVERABILITY |

7-04-001-0001 SHORT TITLE

This Chapter shall be known and may be cited as the "Municipal Solid Waste Collection Service Ordinance of the City of Flagstaff, Arizona." (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-0002 PURPOSE

The purpose of this Chapter is to protect public health and the environment by establishing standards for the safe and sanitary collection, transportation, and recovery of solid waste, green waste, and recyclable material. This Chapter also establishes rates charged by the City for residential, multi-family, and commercial waste collection to recover the city's costs to provide safe and efficient collection of waste within the City.

7-04-001-000~~32~~ DEFINITIONS

For the purposes of this Chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

ASHES: The residue from the burning of wood, coal, or other combustible materials.

AUTOMATED COLLECTION SYSTEM: That service which requires a City of Flagstaff sanitation employee to operate an automatic collection vehicle, which lifts and deposits solid waste, located in a City supplied automated collection ~~'cart' (container)~~ (bins and carts), into said vehicle. (Ord. 1609, 2/21/89)

BIN SYSTEM: A contained solid waste collection system that utilizes large metal bins (containers) varying in size from two (2) to ~~teneight~~ (108) cubic yards ~~used~~ to provide commercial solid waste collection service to City customers. (Ord. 1609, 2/21/89)

BIO-HAZARDOUS MEDICAL WASTE: Any waste that is composed of, or has as a constituent of, one of the following:

1. Cultures and stocks: Discarded cultures and stocks generated in the diagnosis, treatment, or immunization of a human being or animal or in any research relating to that diagnosis, treatment, immunization, or in the production or testing of bacteria.
2. Human blood and blood products: Discarded products and materials containing free-flowing blood or free-flowing blood components.
3. Human pathological wastes: Discarded organs and body parts removed during surgery.
4. Medical sharps: Discarded sharps used in animal or human patient care, medical research, or clinical laboratories. This includes hypodermic needles, syringes, pipettes, scalpel blades, blood vials, needles attached to tubing, broken and unbroken glassware and slides and cover slips.
5. Research animal wastes: Animal carcasses, body parts, and bedding of animals that have been infected with agents that produce, or may produce, human infection.

BULK WASTE: Wood, ~~timber~~, household discards such as furniture, rugs, ~~carpet~~, and other large items, ~~white goods~~, large pieces of metal, tree limbs, bagged yard rakings or

trimmings, or other similar material except putrescible food items and dead animals. [Reference 7-04-001-0007.](#)

BUSINESS ESTABLISHMENT: Any structure or premises not used as a residence, including but not limited to retail, wholesale, warehouse, store, factory, production, processing, manufacturing, restaurant, construction, hospitals, governmental entities, public authorities (schools) or office uses, but not including any residence.

CART SYSTEM: A contained solid waste collection system that utilizes various size carts (containers) for providing commercial solid waste/recycling collection service to City customers.

CITY: The City of Flagstaff.

COMMERCIAL SOLID WASTE: Solid waste generated by a business establishment, except construction and demolition debris, recyclables, and hazardous wastes. The definition includes other solid waste deposited, collected and transported in roll-offs.

COMMERCIAL SOLID WASTE/RECYCLING BIN SERVICE FEE (MONTHLY RATE): The actual monthly fee for the level of service provided to a customer based on the calculated cost incurred by lifting, dumping, and disposing of solid waste deposited by the customer at the customer location in a commercial solid waste/recycling bin as part of the commercial solid waste/recycling bin system.

COMMERCIAL SOLID WASTE/RECYCLING COLLECTION: The collection or removal of commercial solid waste or recycling from one or more business establishments.

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG): According to federal regulations (40 CFR 261.5), a CESQG is a generator (business owner) that meets the following three criteria:

1. Generates less than 220 pounds of hazardous waste (as defined by the Resource Conservation and Recovery Act (RCRA)) in a calendar month; and
2. Accumulates at any time or generates less than 2.2 pounds of acute hazardous waste in a calendar month (acute hazardous waste begins with an EPA waste code of "P" or the following "F" codes: F020, F021, F022, F026, and F027); and
3. Accumulates no more than 2,200 pounds of hazardous waste (as defined by RCRA) at any one time.

CONSTRUCTION AND DEMOLITION WASTE: Solid waste derived from the construction or demolition, repair, or remodeling of buildings or other structures.

CONTAGIOUS or INFECTIOUS WASTE: Waste capable of producing an infectious disease in humans or animals when they are exposed to it. (Ord. 1609, 2/21/89)

CONTAINERS: Receptacles (bins, carts, etc.) used by the City to hold solid waste or recyclables for residential and commercial solid waste and recycling collection.

DIRECTOR OF PUBLIC WORKS or DIRECTOR: The Director of Public Works of the City of Flagstaff, Arizona.

DWELLING UNIT: Means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

ELECTRONIC WASTE: Items including but not limited to computers, computer monitors, printers, televisions, and cellular phones.

EXCEPTIONAL WASTE: Any waste that has to be approved through the City's Exceptional Waste Acceptance Program such as non-friable asbestos, contaminated soils, and other materials that require additional handling at the City's landfill.

FRIABLE ASBESTOS: Any material containing more than 1 percent of asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure and become airborne.

GARBAGE: The putrescible solid wastes (excluding ashes), consisting of both combustible and noncombustible solid wastes such as food waste, yard clippings, trimmings, bulk waste and similar material. (See definition for Solid Waste) (Ord. 1162, 7-7-81)

GREASE BIN: A container specifically designed and maintained for the purpose of the storage and collection of grease or animal and vegetable wastes resulting from the processing, handling, preparation, cooking, and serving of food or food materials.

GREEN WASTE: Generally yard waste including leaves, grass clippings, tree trimmings, brush and other plant growth of no more than four (4) feet in length and less than one-half (1/2) inch in diameter.

HAZARDOUS PRODUCTS CENTER (HPC): A city facility located at the landfill for the disposal of household hazardous waste including but not limited to: household cleaners and chemicals~~any liquid chemical product~~, all battery types including automotive batteries, electronic waste, used oil, antifreeze, liquid paint, flammable products, aerosol cans, and universal wastes.

HAZARDOUS WASTE: Waste with properties making it dangerous or potentially harmful to human health or the environment when improperly handled or released to the environment. As defined by the Resource Conservation and Recovery Act (RCRA), hazardous wastes are wastes that meet a particular listing description or that exhibit a characteristic of hazardous waste (ignitability, corrosivity, reactivity, or toxicity).

HOIST AND HAUL SYSTEM: A contained solid waste collection system that uses ten (10) to forty (40) cubic yard compactor bins or open top roll-off boxes. The compactor bins or open top roll-off boxes are removable and can be loaded onto a truck equipped with a tilt frame and hoist mechanism. The compactor bins or open top roll-off boxes are emptied at the disposal site. (Ord. 1609, 2/21/89)

INDUSTRIAL WASTES-: Solid or liquid wastes resulting from industrial processes and manufacturing operations and including food, boiler, house ashes, wood, plastic, metal scraps and other processing wastes. (Ord. 1225, 10-19-82)

INERT MATERIAL: Material that is not flammable and will not decompose including but not limited to brick, rock, gravel, sand, soil and reinforced concrete.

FLAMMABLE or EXPLOSIVE WASTE: Any liquid, solid or gas with an ignition or flash point of less than two hundred (200) degrees Fahrenheit, including but not limited to gasoline, benzene, naphtha, alcohol, or other flammables or explosives. (Ord. 1609, 2/21/89)

LANDFILL: The Cinder Lake Landfill located at 6770 E. Landfill Road, Flagstaff, Arizona 86004.

LICENSED SOLID WASTE COLLECTION COMPANY: Any company or person engaged in the removal of solid wastes from hotels, restaurants, cafes, and other places not otherwise provided with service by the City.

LIQUID WASTE: Any waste that is determined to contain 'free liquids' as defined by Method 9095 (paint filter liquids test), as described in the 'Test Methods for evaluating solid waste, physical/chemical methods' (EPA Pub. No. SW-846).

MEDICAL WASTE: Any solid waste that is generated in the diagnosis, treatment or immunization of a human being or animal, in any research relating to that diagnosis, treatment or immunization, or in the production or testing of biologicals, ~~and~~ including discarded drugs, ~~but does not include hazardous waste.~~ This includes tattoo sharps or any other tattooing waste that has been in contact with human blood. Medical waste does not include hazardous waste.

MULTIFAMILY RESIDENTIAL PROPERTIES: Means any real property that has one or more structures and that contains five or more dwelling units for rent or lease that are subject to Title 33, Chapter 10 of the Arizona Revised Statutes.

NON-FRIABLE ASBESTOS: Any material containing more than 1 percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure and become airborne.

ORGANIC WASTE: Waste that can be broken down by a natural process of decomposition by bacteria and other micro-organisms. This includes but is not limited to food scraps, paper, paperboard, cardboard, green waste, lumber, and timber.

~~ORGANIZATION: Any body of persons organized for some end or work, including but not limited to public agencies, nonprofit institutions, fraternal organizations, service clubs and religious groups.~~

PERSON or COMPANY: Includes individual, firm, partnership, joint venture, association, corporation, municipal corporation, estate, trust or any other group or combination acting as a unit, and the plural as well as the singular number.

~~OTHER LANDFILL FEES: Fees associated with extra handle, processing, or circumstances.~~

POSTED LANDFILL TIPPING FEE: Price per ton charge for solid waste disposal at Cinder Lake Landfill ~~for solid waste disposal~~.

RADIOACTIVE WASTE: Solid waste that contains radioactive materials that are subject to a permit or regulation under the atomic energy act of 1954 (42 United States Code section 2011; 68 Stat. 919), as amended, or Title 30, Chapter 4.

RECYCLABLES: Post-consumer materials which may be collected, separated, cleansed, treated or reconstituted and returned to the economic stream in the form of raw materials or products including but not limited to newspapers (including inserts); residential mixed paper (including window envelopes), cardboard, office paper (including white, colored and computer paper, and window envelopes), aluminum cans and scrap; steel and bi-metal food and beverage cans and lids; plastic bottles and hard plastic containers labeled #1 ~~(PET or PETE) and #2 (HDPE) through #7~~; and glass.

REFUSE: All putrescible and non-putrescible solid wastes (except septic, industrial, medical, contagious or infectious wastes, hazardous wastes, and flammable or explosive wastes), including garbage, ashes, street cleanings, dead animals, and solid waste and industrial waste. (See solid waste definition.) (Ord. 1609, 2/21/89).

RESIDENTIAL PROPERTY: Any structure or premises used as a domicile, dwelling, or habitation, including but not limited to single family dwellings, ~~multifamily dwelling units~~, duplexes, triplexes and fourplexes, patio homes, mobile homes, mobile home parks, trailers, trailer courts, boarding houses, apartments, condominiums, townhouses, or any complex of the foregoing.

RESIDENTIAL SOLID WASTE: Solid waste generated by a residential property, other than construction and demolition debris, recyclables, and hazardous wastes.

~~RESIDENTIAL SOLID WASTE/RECYCLING COLLECTION: The collection or removal of residential solid waste/recycling from one or more residences.~~

ROLL-OFF: A transportable container commonly known as a "roll-off" or "hoist and haul" container, used for the deposit, collection, and transport of construction and demolition debris and other solid waste generated by large projects or business establishments.

SALVAGING: The removal of solid waste from the landfill with permission and in accordance with rules and ordinances of the management agency for purposes of productive re-use.

SCAVENGING: The unauthorized removal of solid waste from the landfill.

SECURELY ANCHORED LOAD: Material being transported over a City street by a vehicle which does not provide a tight cover but is securely anchored against possible loss from the vehicle as per Arizona Revised Statutes, Section 28-1098. (Ord. 1162, 7-7-81)

SEPTIC WASTES: Those liquid and solid materials resulting from drainage of cesspools, septic tanks and other storage facilities. (Ord. 1225, 10-19-82)

SINGLE FAMILY RESIDENTIAL PROPERTIES: All residential properties that are not multifamily residential properties, as defined in this Chapter.

SOLID WASTE: Garbage, trash, rubbish, or refuse and sewage, septic, or water treatment sludge that has been dewatered.

SPECIAL WASTES: Solid wastes that are not considered hazardous wastes but require special handling and management to protect public health or the environment. There are two special wastes listed for Arizona: petroleum contaminated soil and shredded motor vehicles.

TREATED BIO-HAZARDOUS MEDICAL WASTE: Bio-hazardous medical waste that has been treated and that meets the treatment standards of Arizona Administrative Code R18-13-1415.

~~TRIMMINGS: Shrubs or tree growth of no more than four (4) feet in length and less than one-half (1/2") inch in diameter. (Ord. 1162, 7-7-81)~~

UNCOVERED LOAD: A load of solid waste in which loose material might fall or be blown from the transporting vehicle because the material is not completely contained within closed containers or completely enclosed within the transporting vehicle by means of a tarpaulin or other equivalent covering or packaging designed to prevent the loss of any and all material from the transporting vehicle. (Ord 1535, 11-17-87)

UNIVERSAL WASTE: Several widely generated hazardous wastes identified by EPA that are subject to streamlined requirements for collection, storage and processing if they are recycled under the Universal Waste Rule, including but not limited to batteries, certain

pesticides, thermostats and mercury-containing lamps. This rule is intended to encourage recycling of these universal wastes rather than disposal.

WHITE GOODS: Large household appliances, such as washers, dryers, water heaters, refrigerators and air conditioners.

~~YARD CLIPPINGS: Grass, sod and plant growth of no more than four (4) feet in length and less than one-half (1/2") inch in diameter.~~

(Ord. 1986, 12-01-98) (Ord. No. 1609, Amended, 2/21/89; Ord. No. 1764, Amended, 07-21-92; Ord. No. 1986, Amended, 12/01/98) (Ord. 2000-09, Amended, 05/02/2000)

7-04-001-00043 COMPLIANCE WITH REGULATIONS

Any person or business collecting, conveying over any of the streets or alleys of the City, or disposing of any solid waste accumulated in the City, shall comply with the provisions of this Chapter and with any other governing law or ordinance. It shall be unlawful for any person or business to cause, facilitate, or aid or abet any violation of any provision of this Chapter or to fail to perform any act or duty required by this Chapter. A violation of a provision of this Chapter may be enforced by an administrative proceeding or by a complaint for criminal penalties. (Ord. 1162, 7-7-81); (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00054 COLLECTION SUPERVISED BY DIRECTOR OF PUBLIC WORKS

All solid waste generated or accumulated in the City shall be collected under the supervision of the Director or designee. Except as otherwise expressly provided in this chapter, all such solid waste shall be removed, collected and/or disposed of only by the City or companies licensed by the City for such purpose. (Ord. 1986, 12-01-98) (Ord. No. 1986, Amended, 12/01/98); (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00065 REGULATIONS

The Director or designee shall propose regulations concerning the days of collection, type and location of solid waste containers, handling of solid waste, and such other matters pertaining to the collection, conveyance and disposal as determined necessary, and propose modifications to the same after notice as required by law, provided that such regulations are not contrary to the provisions hereof. Regulations and modifications to regulations shall become effective after approval by the City Manager and authorization by City resolution.

A. Annual Budget-: The Director or designee shall provide, in the annual budget for the City, the following information:

1. Projected costs for the current fiscal year;
2. Proposed revenue from the current fiscal year;

3. Estimated costs for the following fiscal year;
4. Proposed fee structure for the following fiscal year;
5. Estimated income for the following fiscal year, based upon the proposed fee structure.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-0007~~6~~ STORING OR PLACEMENT OF SOLID WASTE AND RECYCLABLES

A. Public Places: No person shall store or place any solid waste in any street, alley, sidewalk, utility corridor or other public place within the City, or upon any private property within the City, whether owned by such person or not, except if placed in containers authorized for collection. Bulk waste may be placed curbside for collection. Nor shall any person throw or deposit any solid waste in any stream or other body of water.

B. Unauthorized Accumulation: Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation of solid waste within thirty (30) days after the effective date thereof shall be deemed a violation of this Chapter.

C. Scattering of Solid Waste: No person shall cast or cause to be cast, place, sweep or deposit anywhere within the City any solid waste in such a manner that it may be carried or deposited by the elements or animals upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied premises within the City.

D. Disturbance of Containers: It shall be unlawful for any person to uncover or cause to be uncovered, tip or cause to be tipped over, or disturb or cause to be disturbed in any manner any container of solid waste or recyclables placed upon any street, curb, sidewalk or alley for removal by an authorized collector.

E. The City shall provide automated collection ~~cars~~containers for all customers serviced by the automated collection system.

F. Automated collection ~~cars~~containers provided by the City shall be maintained by the City or replaced when determined necessary by the Director or designee. (Ord. 2002-19, 11/19/02)

G. City-owned automated collection ~~cars~~containers and commercial bins shall be assigned to the property and not to the occupant of the property. No person who occupies any property to which carts have been assigned may remove the carts from the assigned property for any reason.

H. The occupant of a residential property or business establishment is responsible for the solid waste container(s) provided by the City. The container(s) shall be kept in a clean and sanitary condition. The occupant of the property is responsible for the cost of replacing the container(s) when replacement is necessitated by loss of the container or damage due to the occupant's misuse.

I. The City will provide appropriate bins for hotels, restaurants, businesses, or institutions requesting City bin service. Such bins shall be maintained by the City and replaced when determined no longer serviceable by the Director or designee. (Ord. 2002-19, 11/19/02)

J. Vandalism to City-owned containers shall be reported to the Solid Waste Division and the City Police Department by the solid waste customer. (Ord. 1821, 10/05/93)

K. Scavenging:

1. No person, other than the City, the property owner, or a company licensed for collection shall disturb, collect, or remove any solid waste set out for collection.

2. No person, unless authorized by the City, may remove, collect or disturb recyclable materials deposited for collection in City containers.

L. No solid waste or materials other than recyclables shall be placed or stored in any container provided by the City for the storage and collection of recyclables. (Ord. 1986, 12-01-98)

(Ord. No. 1609, Amended, 02/21/89; Ord. No. 1764, Amended, 07/21/92; Ord. No. 1821, Amended, 10/05/93; Ord. No. 1986, Amended, 12/01/98) (Ord. 2002-19, Amended, 12/23/2002; Ord. 2000-09, Amended, 05/02/2000); (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00087 COLLECTION PRACTICES

A. ~~Frequency of~~ Collection From Residential Properties:

~~1. Residential: The Director or designee shall collect or direct the collection of solid waste and recyclable material from all residences in the City. Solid waste and recyclable material accumulated by residences shall be collected at least once each week for household solid waste and recyclable material and once every four weeks for bulky waste or as required by State of Arizona regulations.~~

1a. Single Family Residences Residential Properties: Solid waste and recyclable material (except glass) accumulated by single family ~~residences-residential properties~~ shall be collected using the City's automated collection system. A minimum of one automated solid waste container and one automated recycling container is required for each housing-dwelling unit ~~unless, in the case of the recycling container, the Director or designee decides to not provide recycling service~~. Collection will be provided at least once

each week or as required by State of Arizona regulations. Special container roll-out service will be provided for those residents with a handicap or those who are otherwise determined by the Director or designee to be unable to place the automated containers out for collection. In these cases, the containers will be rolled out by Environmental Services employees and returned after collection. (Ord. 2002-19, 11/19/02)

2b. Multif-Family Residential Properties: Solid waste and recyclable material (except glass) accumulated by multifamily residential properties shall be collected using either the City's automated or bin collection system ~~or the City's bin collection system, or the services of a licensed solid waste collection company.~~ For multifamily residential properties serviced by the City, the Director or designee shall determine the appropriate collection system based on the number of dwelling units and volume of solid waste generated. Collection will be provided at least once each week, ~~with up to seven days per week collection available.~~ Multiple bin service ~~is may~~ also be provided. (Ord. 2002-19, 11/19/02)

3e. Residential Bulk Waste Collection: Bulk waste will be collected from single family residential properties on a once every four week rotating schedule. A pile up to five feet by five feet by ten feet of combined yard waste and bulk waste shall be collected on a scheduled bulk waste collection. A special collection for larger quantities requiring additional fees is available. All brush, tree limbs and cuttings shall not exceed five feet in length and 12 inches in diameter. Bulk waste shall be placed on private property within plain view as seen from the public right-of-way for pick up no earlier than the Monday immediately preceding the designated collection week and no later than Monday at 5:00 a.m. of the designated collection week. Items must be placed parallel to the street adjacent to the owner's property line for collection. Bulk waste may not be placed on sidewalks, curbing, or public right-of-way in any manner as to interfere with or be hazardous to pedestrians or vehicles, or with any mechanized collection container in such a manner as to interfere with its being emptied. Bulk waste may not be placed within four (4) feet of any structure. Appliances, air conditioners and other items that contain refrigerants are not accepted as part of normal bulk waste service. A special collection requiring prior scheduling is available. The customer must take off the locking mechanism or remove the door from any container or appliance, including freezers, refrigerators, stoves or chests, before setting them out for special collection. A refrigerant evacuation fee or certificate of refrigerant extraction may be required. Items not accepted for collection will be left. The following are unacceptable materials: disposable or unwanted material resulting from construction, repair, or demolition of the premises; large auto parts such as engines, transmissions, axles; tires; used oil; and rocks, soil, soil-like and concrete materials. (Ord. 1821, 10/05/93; Ord. 2002-19, 11/19/02)

4. Residential Glass Recyclables Collection: The City will collect glass recyclables from residential properties for a monthly fee of \$3.55. If glass recyclables collection is requested through the Solid Waste Program, the City will provide the property owner with a separate collection container for glass recyclables. Glass recyclables collection will occur on a monthly basis on the Wednesday of the property's bulk waste collection week (refer to the current bulk waste collection schedule to identify collection week).

B2. Collection From Commercial and Industrial Properties: Solid waste and recyclable material (except glass) accumulated by commercial properties shall be collected using either the City's automated or bin collection system, or the services of a licensed solid waste collection company. For commercial properties serviced by the City, the Director or designee shall collect or direct the collection of solid waste from all City commercial accounts during the collection period according to a schedule agreed to by the City and the commercial property owner for the applicable fee described in Section 7-04-001-0009(C) below, the current regulations. The Director or designee may refuse to collect unreasonable amounts of solid waste and/or may refuse to collect when poor conditions of handling exist, and may make an additional charge for such amounts or conditions as outlined in the current regulations. (Ord. 1609, 2/21/89)

CB. Collection Procedures for Certain Types of Waste:

1. Special Wastes: All special wastes shall be disposed of as directed by the Director or designee at the expense of the owner or possessor thereof. Other special wastes not identified below shall be determined and addressed by the Director or designee. Soil with petroleum contamination below 4,100 mg/kg and waste from shredding of motor vehicles are the two special wastes recognized in the State of Arizona and must be disposed of in accordance with the following procedures:-

1.a. Petroleum Contaminated Soils: Petroleum contaminated soil acceptance at the landfill is determined by the Arizona Department of Environmental Quality Residential Remediation level of 4,100 mg/kg. Soils with adequate sampling verifying petroleum contamination is below 4,100 mg/kg can be accepted at the landfill following approval by the Director using an Exceptional Waste Application form. Accepted petroleum contaminated soil will be directed to a separate area of the active landfill area for burial.

2.b. Waste from shredding of motor vehicles is (not accepted) at the landfill.

2C. Industrial Solid Waste: Industrial solid wastes will be accepted in-at the landfill in quantities regulated by the Director or designee. The cost of handling industrial wastes will be determined by the Director or designee.

3D. Asbestos Waste: Friable asbestos is not accepted at the landfill. Non-friable asbestos is accepted. Advance notification is required for non-friable asbestos disposal along with approval by the Director or designee using a non-friable asbestos waste acceptance applicationn-Exceptional Waste Application form. Accepted non-friable asbestos will be directed to a separate area of the active landfill area for burial.

4E. Septic and Liquid Wastes: Disposal of septic or liquid wastes are-is not allowed at the landfill. (Ord. 1764, 07-21-92)

5F. Hazardous Wastes: Hazardous wastes are accepted at the City's Hazardous Products Center (HPC) located at the landfill. Collected hazardous waste is properly recycled or disposed of through a licensed hazardous waste disposal contractor. Universal wastes such as used batteries and mercury containing light bulbs are also accepted at the HPC. Small businesses can use the HPC to dispose of hazardous waste by appointment only. Businesses will pay costs incurred by the city for disposal of the waste through a licensed hazardous waste disposal contractor plus administrative fees. Businesses must qualify as a Conditionally Exempt Small Quantity Generator (CESQG) according to the Environmental Protection Agency. Any refuse deemed hazardous by the Director or designee will not be collected or disposed of in the landfill. Anyone knowingly or unknowingly depositing hazardous or prohibited waste in the landfill must remove said waste within three (3) hours at their own expense. If the City or City designee has to remove said waste, the cost of removal and disposal plus an administrative fee shall be charged to the person placing said waste in the landfill. Failure to pay this fee will result in loss of use of the landfill. (Ord. 1609, 2/21/89)

6G. Medical Wastes: Untreated medical waste, with the exception of household medical sharps disposed of with homeowner waste, is not accepted at the landfill or HPC. Unused medical sharps are accepted at the landfill but are not accepted at the HPC. Landfill operators should be notified so that any sharps can be buried immediately.

D. General Provisions For Waste and Recyclables Collection:

1H. Ownership of Solid Waste. All solid waste set out for collection in the City will remain the property and responsibility of the property owner or generator until collected by the City or licensed company, whereupon it shall become the property of the collector.

2I. Solid waste, before being placed into containers for collection, shall be drained of any liquids and shall be wrapped in paper or plastic and sealed.

3J. Ashes shall be placed in separate containers and thoroughly doused with water and extinguished before collection.

4K. The occupant of the property from which solid waste material is being collected shall not place hot ashes, bricks, concrete, hazardous wastes, or any other material or solid waste harmful to the public or destructive to the container or collection vehicle in the container being set out for City pickup.

5L. ~~Residential or commercial a~~Automated collection containers shall be placed at curbside by 6:00 a.m. on the day of collection. Automated collection containers shall be removed from the curbside on the same day the container is serviced. (Ord. 1764, 07-21-92)

6M. ~~Residential or commercial C~~containers shall must not be ~~allowed to be~~ blocked by vehicles or other objects that may hinder their pickup by City sanitation vehicles or

employees. Automated collection ~~cars~~ containers shall not be placed within four (4) feet of objects that can be damaged by the City's automated equipment. (Ord. 1609, 2/21/89)

7N. Unattended Containers: No person shall place, display, or maintain any unattended container for soliciting deposit of recyclable materials or donated items in any exterior location within the City limits, except in conformance with all of the following provisions:

a1. Such unattended containers may be located only within the parking lot of private property lawfully zoned, developed and used for commercial or industrial purposes or at schools, churches, or charitable organizations which have similar parking facilities.

b2. Such unattended containers may be located only with the permission of the property owner, their agent, or the person in possession of the property, and the owner's name and current telephone number shall be displayed on the container in a conspicuous location.

c3. The owner of such unattended container and the property owner shall jointly or severally maintain all exterior areas within twenty-five feet (25') of the container free from litter.

08. Nothing in this ~~section~~ Chapter shall be construed to prevent individual property owners from hauling their own solid waste from their own premises to a legal point of disposal or recycling, in accordance with Section 0003 of this Division.

(Ord. 1986, 12-01-98) (Ord. No. 1609, Amended, 02/21/89; Ord. No. 1764, Amended, 07/22/92; Ord. No. 1764, Amended, 07/21/92; Ord. No. 1821, Amended, 10/05/93; Ord. No. 1986, Amended, 12/01/98; Ord. 2002-19, Amended, 11/19/02)(Ord. 2002-19, Amended, 12/23/2002; 2002-19, Amended, 11/19/2002); (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00098 LANDFILL DISPOSAL PRACTICES

A. Landfill Rules and Regulations~~user practices~~:

1. Traffic signs must be obeyed and vehicles must stay on designated roadways at all times.

2. Landfill users must Follow all instructions given by City solid waste landfill personnel (i.e. attendants, operators).

3. Alcoholic beverages ~~shall not be allowed~~ are prohibited.

4. Commercial haulers must be dressed in proper attire, including hardhat, safety reflective vest, and steel toed boots.

5. Landfill ~~staff personnel has~~ have the right to inspect any load and may, at their discretion, require a load to be dumped in a segregated area to facilitate inspection.

6. Children and animals must remain in vehicles at all times.

7. Smoking is prohibited.

8. No person shall, ~~by threat or use of violence or physical force, or by threatening to do or doing any other act that can be reasonably anticipated to cause physical harm to any person including the perpetrator,~~ intentionally obstruct, impede or interfere with any employee, contractor or authorized representative of the City who is lawfully and constitutionally engaged in the enforcement or execution of the provisions of this chapter.

9. Scavenging, including but not limited to the unauthorized pilfering, removal, buying, selling, trading or using of material disposed of at the landfill is prohibited.

10. Haulers shall not deliver wastes to a solid waste landfill that are prohibited under these regulations.

11. All disposal fees must be paid at time of disposal. Failure to pay disposal fees may result in a suspension of disposal privileges.

~~10. Violating~~ Failure to abide by the aforementioned landfill user requirements rules and regulations may result in refusal of service.

B. ~~Disposal of infectious, radioactive and hazardous waste~~ Prohibited Materials. The following materials will not be accepted at the solid waste landfill:

1. Hazardous waste.

2. Untreated bio-hazardous waste.

3. Radioactive waste.

4. Regulated liquid waste.

5. Any other regulated waste without prior approval of the Director or designee.

6. Auto batteries.

7. Sewage, septic, or water treatment sludge that has not been dewatered.

8. Transformers, capacitors, and large electrical equipment containing liquids or polychlorinated biphenyls.

9. Universal waste.
10. Motor driven equipment. Some vehicle parts are accepted as long as they do not contain fluids.
11. Friable asbestos.
12. Petroleum contaminated soil with concentrations over 4,100 milligrams/kilogram.
13. Lead-based paint debris unless accompanied by an Exceptional Waste Acceptance Form signed by the Director or designee.
14. Any material originating from an environmental remediation unless accompanied by an Exceptional Waste Acceptance Form signed by the Director or designee.
15. Compressed gas bottles unless punctured.
16. Drums, plastic or metal, unless rinsed with tops and bottoms cut out.
17. Pesticide containers unless triple rinsed, with tops and bottoms cut out.
18. Any industrial or commercial process waste.
19. Tires.

C. Disposal of infectious, radioactive and hazardous waste: The ~~requirements of these following~~ regulations shall apply to any generator of bio-hazardous medical waste as defined under Arizona Administrative Code R18-13-1401, as it may be amended from time to time, with the exception of a household generator residing in a private, public, or semi-public residence who generates bio-hazardous medical waste in the administration of self care or the agent of the household generator who administers the medical care. This exemption does not apply to the facility in which a person resides if that facility is licensed by the Arizona Department of Health Services. Treated bio-hazardous medical waste is considered to be bio-hazardous medical waste that has been treated and that meets the treatment standards of Arizona Administrative Code R18-13-1415. These wastes may be acceptable at solid waste disposal facilities under the following conditions:

1. Prior approval for disposal, including approval of the treatment methodology, packaging and labeling must be obtained from the Director or designee.
2. Treatment methods and waste transportation must comply with all applicable standards set forth in Arizona Revised Statutes Title 18, Article 14.

3. If an alternative treatment method is used, the method must be registered with the Arizona Department of Environmental Quality pursuant to Arizona Administrative Code R18-13-1414 and the registration number provided prior to disposal.

~~D. Haulers shall not deliver wastes to a solid waste landfill that are prohibited under these regulations.~~

~~E. Failure to pay disposal fees may result in a suspension of disposal privileges.~~

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001009 FEES

~~The Director or designee may establish special rates or charges when required by unusual, unique or special needs. The rates and charges for such solid waste and recycling collection services outlined below are will be based upon the cost of the services provided. The Director or designee may establish special rates or charges when required by unusual, unique or special needs, or to provide discounts for high-volume customers when collection efficiencies are realized.~~

A. Deposit:

1. Landfill account customers shall provide a deposit of two hundred fifty dollars (\$250.00) per account.

2. The deposit shall be refunded when:

- a. The account has been paid in a current manner for one (1) year, or
- b. The account is closed out and paid in full, or
- c. There has been no activity in the account for ninety (90) days.

3. If an inactive or closed account is reactivated, a new deposit shall be collected or a new credit application will be required.

4. If a customer's service is terminated due to non-payment after the City refunds a customer's deposit, payment of existing balance plus an additional \$500.00 deposit will be required before service is resumed.

5. Specific exemptions from deposit provisions shall apply to churches, non-profit community organizations, and other utilities.

6. No interest shall be paid by the City upon any deposit refund. (Ord. 1845, 11/01/94)

B. Residential Collection Fees:

1. Automated Collection: ~~\$16.89~~17.73/month for one time a week collection of the solid waste and recycling containers, once every four week bulk waste collection, weekly white goods collection access to the landfill (except construction and demolition waste), and access to the Hazardous Products Center. Billing will apply to each residential property continuously. (Ord. 1887, 08/29/95; Amended Ord. 2002-19, 11/19/02; Ord. 2012-07, Amended, 05/29/2012)
2. Additional Automated Containers: Cost of the container to the City plus \$10.00 service fee with an additional monthly service fee equaling fifty percent (50%) of the normal monthly fee.
3. Replacing Automated Containers: Actual cost of container to the City plus \$10.00 service fee. (Ord. 1887, 08/29/95)
4. Special Collection Service: Special bulky waste collection will be provided upon request to residential and business customers for a fee equal to the cost for equipment, manpower, and landfill disposal, at a one-half hour minimum rate. (Ord. 1821, 10/05/93)
5. Residential collection fees apply whether the residence is occupied or unoccupied. The monthly service charge is based on the fixed cost of operating and maintaining the residential collection system so that the system is available to provide residential collection to the parcel when residential collection service is activated. Unoccupied parcels will continue to pay monthly service charges because residential collection service is available and may be activated and used by the property owner at any time.

(Ord. 2012-07, Amended, 05/29/2012)

C. Commercial, ~~Industrial, and Multifamily Residential~~ Collection Fees:

1. ~~Commercial Solid Waste Bin Service:~~ The monthly fee per service address for commercial, ~~industrial, and multifamily residential solid wasterefuse collection bin~~ service shall be as follows: (Ord. 1845, 11/01/94)

SOLID WASTEREFUSE COLLECTION

LEVEL OF SERVICE

| Container Size | 1X/Week | 2X/Week | 3X/Week | 4X/Week | 5X/Week | 6X/Week | 7X/Week |
|-----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 90 Gal. 1 Barrel | 30.82 | 55.44 | 80.14 | 104.78 | | | |
| 2 Barrels | 49.85 | 88.76 | 127.78 | 166.71 | | | |
| 3 Barrels | 69.05 | 122.34 | 175.80 | 229.14 | | | |

| | | | | | | | |
|------------------------------|------------------|------------------|-------------------|-------------------|---------|---------|---------|
| 4 Barrels | 88.23 | 155.91 | 223.81 | 291.55 | | | |
| 160 Gal. 1 Barrel | 36.66 | 65.55 | 94.74 | 123.77 | | | |
| 2 Barrels | 59.08 | 104.89 | 150.86 | 196.71 | | | |
| 3 Barrels | 81.68 | 144.44 | 207.41 | 270.24 | | | |
| 4 Barrels | 104.28 | 183.98 | 263.95 | 343.74 | | | |
| 195 Gal. 1 Barrel | 37.94 | 67.89 | 97.94 | 127.92 | | | |
| 2 Barrels | 61.10 | 108.42 | 155.90 | 203.28 | | | |
| 3 Barrels | 84.44 | 149.28 | 214.33 | 279.23 | | | |
| 4 Barrels | 107.79 | 190.12 | 272.71 | 355.16 | | | |
| 300 Gal. 1 Barrel | 40.67 | 72.67 | 104.78 | 136.82 | | | |
| 2 Barrels | 65.41 | 115.98 | 166.71 | 217.33 | | | |
| 3 Barrels | 90.36 | 159.64 | 229.14 | 298.48 | | | |
| 4 Barrels | 115.30 | 203.28 | 291.55 | 379.61 | | | |
| 2 Cu. Yd. 1 Bin | 50.48 | 90.39 | 129.32 | 168.72 | 207.98 | 260.48 | 315.65 |
| 2 Bins | 80.92 | 143.12 | 205.52 | 267.77 | 329.82 | 412.78 | 499.88 |
| 3 Bins | 111.61 | 196.81 | 282.30 | 367.59 | 452.60 | 566.25 | 685.58 |
| 4 Bins | 142.28 | 250.49 | 359.06 | 467.38 | 575.34 | 719.67 | 871.22 |
| 3 Cu. Yd. 1 Bin | 60.29 | 107.00 | 153.88 | 200.65 | 247.25 | 309.57 | 375.05 |
| 2 Bins | 96.42 | 170.23 | 244.29 | 318.18 | 391.82 | 490.28 | 593.73 |
| 3 Bins | 132.85 | 233.99 | 335.42 | 436.70 | 537.61 | 672.51 | 814.16 |
| 4 Bins | 169.26 | 297.71 | 426.52 | 555.16 | 683.30 | 854.63 | 1034.52 |
| 4 Cu. Yd. 1 Bin | 70.26 | 124.45 | 178.82 | 233.06 | 287.13 | 359.42 | 435.32 |
| 2 Bins | 112.16 | 197.80 | 283.70 | 369.41 | 454.83 | 569.04 | 688.96 |
| 3 Bins | 154.41 | 271.71 | 389.41 | 506.83 | 623.86 | 780.32 | 944.74 |
| 4 Bins | 196.64 | 345.62 | 495.08 | 644.22 | 792.85 | 991.55 | 1200.20 |
| 5 Bins | 238.95 | 419.65 | 600.97 | 781.86 | 962.15 | 1203.19 | 1456.27 |
| 6 Bins | 282.31 | 495.56 | 709.50 | 922.95 | 1135.69 | 1420.11 | 1718.76 |
| 7 Bins | 324.97 | 570.19 | 816.23 | 1061.69 | 1306.35 | 1633.44 | 1976.88 |
| 8 Bins | 367.47 | 644.57 | 922.60 | 1199.98 | 1476.43 | 1846.04 | 2234.13 |
| 9 Bins | 410.02 | 717.51 | 1025.93 | 1333.69 | 1635.58 | 2058.66 | 2491.39 |

| | | | | | | | |
|-----------------|--------|--------|---------|---------|---------|---------|---------|
| 6 Cu. Yd. 1 Bin | 89.76 | 158.59 | 227.64 | 296.53 | 365.20 | 457.00 | 553.40 |
| 2 Bins | 142.99 | 251.73 | 360.83 | 469.69 | 578.18 | 723.22 | 875.52 |
| 3 Bins | 196.64 | 345.62 | 495.08 | 644.21 | 792.85 | 991.55 | 1200.20 |
| 4 Bins | 250.27 | 439.47 | 629.30 | 818.70 | 1007.45 | 1259.81 | 1524.80 |
| 5 Bins | 304.01 | 533.51 | 763.77 | 993.50 | 1222.47 | 1528.58 | 1850.00 |
| 6 Bins | 359.08 | 629.90 | 901.61 | 1172.85 | 1442.87 | 1804.09 | 2183.36 |
| 7 Bins | 413.25 | 724.68 | 1037.15 | 1348.89 | 1659.60 | 2075.00 | 2511.17 |
| 8 Bins | 467.22 | 819.14 | 1172.27 | 1524.51 | 1875.61 | 2345.01 | 2837.89 |
| 9 Bins | 521.21 | 913.63 | 1226.23 | 1542.03 | 1941.74 | 2396.57 | 2891.88 |
| 8 Cu. Yd. 1 Bin | 109.50 | 193.12 | 277.02 | 360.72 | 444.15 | 555.76 | 672.81 |
| 2 Bins | 174.17 | 306.28 | 438.85 | 571.10 | 703.01 | 879.26 | 1064.33 |
| 3 Bins | 196.66 | 420.41 | 602.04 | 783.15 | 963.86 | 1205.33 | 1458.87 |
| 4 Bins | 250.30 | 532.38 | 765.13 | 995.27 | 1224.65 | 1531.31 | 1853.30 |
| 5 Bins | 304.04 | 648.72 | 928.53 | 1207.69 | 1485.92 | 1857.90 | 2248.48 |
| 6 Bins | 359.13 | 765.85 | 1096.03 | 1425.44 | 1753.75 | 2192.68 | 2653.57 |
| 7 Bins | 413.30 | 881.03 | 1260.73 | 1639.55 | 2017.11 | 2521.89 | 3051.90 |
| 8 Bins | 467.29 | 995.82 | 1424.89 | 1852.95 | 2279.59 | 2849.99 | 3448.91 |

| Container Size | 1X/Week | 2X/Week | 3X/Week | 4X/Week | 5X/Week | 6X/Week | 7X/Week |
|-------------------|---------|---------|---------|---------|---------|---------|---------|
| 90 Gal. 1 Barrel | 32.36 | 58.21 | 84.14 | 110.02 | 135.80 | - | - |
| 2 Barrels | 52.35 | 93.19 | 134.16 | 175.04 | 215.78 | - | - |
| 3 Barrels | 72.50 | 128.45 | 184.58 | 240.58 | 296.40 | - | - |
| 4 Barrels | 92.64 | 163.69 | 234.98 | 306.11 | 377.00 | - | - |
| 195 Gal. 1 Barrel | 38.49 | 68.83 | 99.48 | 129.96 | 159.85 | - | - |
| 2 Barrels | 62.03 | 110.13 | 158.40 | 206.55 | 254.05 | - | - |
| 3 Barrels | 85.76 | 151.66 | 217.78 | 283.75 | 349.01 | - | - |
| 4 Barrels | 109.49 | 193.18 | 277.15 | 360.93 | 443.94 | - | - |
| 300 Gal. 1 Barrel | 42.70 | 76.30 | 110.02 | 143.65 | 177.17 | - | - |
| 2 Barrels | 68.69 | 121.78 | 175.04 | 228.18 | 281.15 | - | - |
| 3 Barrels | 94.88 | 167.61 | 240.58 | 313.39 | 385.95 | - | - |
| 4 Barrels | 121.06 | 213.43 | 306.11 | 398.57 | 490.73 | - | - |
| 2 Cu. Yd. 1 Bin | 53.01 | 94.33 | 135.80 | 177.17 | 218.40 | 273.53 | 331.41 |
| 2 Bins | 84.97 | 150.27 | 215.78 | 281.15 | 346.30 | 433.40 | 524.85 |
| 3 Bins | 117.18 | 206.64 | 296.40 | 385.95 | 475.20 | 594.53 | 719.82 |
| 4 Bins | 131.46 | 231.44 | 331.76 | 431.84 | 531.59 | 664.95 | 804.97 |
| 3 Cu. Yd. 1 Bin | 63.31 | 112.37 | 161.59 | 210.70 | 259.64 | 325.07 | 393.78 |
| 2 Bins | 101.25 | 178.76 | 256.53 | 334.12 | 411.45 | 514.83 | 623.39 |
| 3 Bins | 139.49 | 245.68 | 352.22 | 458.52 | 564.46 | 706.10 | 854.82 |
| 4 Bins | 156.39 | 275.07 | 394.14 | 512.94 | 631.34 | 789.64 | 955.85 |
| 4 Cu. Yd. 1 Bin | 73.78 | 130.68 | 187.78 | 244.74 | 301.52 | 377.42 | 457.12 |

| | | | | | | | |
|-----------------|--------|--------|---------|---------|---------|---------|---------|
| 2 Bins | 117.78 | 207.70 | 297.91 | 387.91 | 477.62 | 597.54 | 723.47 |
| 3 Bins | 162.14 | 285.32 | 408.91 | 532.22 | 655.11 | 819.41 | 991.93 |
| 4 Bins | 181.71 | 319.37 | 457.50 | 595.30 | 732.65 | 916.27 | 1109.08 |
| 5 Bins | 213.28 | 374.57 | 536.41 | 697.87 | 858.79 | 1073.93 | 1299.83 |
| 6 Bins | 243.10 | 426.71 | 610.93 | 794.73 | 977.91 | 1222.82 | 1479.98 |
| 7 Bins | 266.17 | 467.02 | 668.55 | 869.60 | 1069.99 | 1337.89 | 1619.20 |
| 8 Bins | 289.41 | 507.64 | 726.61 | 945.06 | 1162.79 | 1453.88 | 1759.52 |
| 6 Cu. Yd. 1 Bin | 94.26 | 166.53 | 239.05 | 311.39 | 383.49 | 479.89 | 581.11 |
| 2 Bins | 150.15 | 264.34 | 378.91 | 493.22 | 607.14 | 759.45 | 919.37 |
| 3 Bins | 206.49 | 362.93 | 519.89 | 676.48 | 832.56 | 1041.22 | 1260.32 |
| 4 Bins | 231.27 | 406.10 | 581.52 | 756.54 | 930.96 | 1164.17 | 1409.03 |
| 5 Bins | 271.34 | 476.19 | 681.72 | 886.77 | 1091.14 | 1364.37 | 1651.27 |
| 6 Bins | 309.20 | 542.38 | 776.35 | 1009.77 | 1242.42 | 1553.45 | 1880.04 |
| 7 Bins | 338.48 | 593.56 | 849.50 | 1104.84 | 1359.33 | 1699.57 | 2056.82 |
| 8 Bins | 367.97 | 645.13 | 923.22 | 1200.65 | 1477.17 | 1846.85 | 2235.02 |
| 8 Cu. Yd. 1 Bin | 114.98 | 202.79 | 290.89 | 378.79 | 466.40 | 583.52 | 706.50 |
| 2 Bins | 182.89 | 321.63 | 460.83 | 599.71 | 738.12 | 923.18 | 1117.49 |
| 3 Bins | 251.33 | 441.41 | 632.11 | 822.38 | 1012.01 | 1265.53 | 1531.74 |
| 4 Bins | 281.39 | 493.81 | 706.95 | 919.59 | 1131.52 | 1414.86 | 1712.37 |
| 5 Bins | 330.07 | 578.96 | 828.68 | 1077.81 | 1326.12 | 1658.10 | 2006.67 |
| 6 Bins | 376.04 | 659.37 | 943.64 | 1227.24 | 1509.90 | 1887.81 | 2284.61 |
| 7 Bins | 411.60 | 814.03 | 1164.86 | 1514.87 | 1863.72 | 2330.11 | 2819.82 |
| 8 Bins | 447.42 | 784.17 | 1122.05 | 1459.13 | 1795.09 | 2244.26 | 2715.89 |

(Ord. 2012-07, Amended, 05/29/2012)

2. ~~Commercial Recycling Bin Service:~~ The monthly fee per service address for commercial, industrial, and multifamily residential recycling collection bin service shall be as follows:

RECYCLING

LEVEL OF SERVICE

| Container Size | 1X/Week | 2X/Week | 3X/Week | 4X/Week | 5X/Week | 6X/Week |
|-----------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| 90-Gal. 1 Barrel | 21.17 | 27.52 | 33.85 | 40.28 | 46.72 | |
| 2 Barrels | 25.40 | 33.02 | 40.62 | 48.33 | 56.07 | |
| 3 Barrels | 29.72 | 38.64 | 47.52 | 56.55 | 65.60 | |
| 4 Barrels | 33.88 | 44.04 | 54.18 | 64.47 | 74.78 | |
| 160-Gal. 1 Barrel | 24.93 | 32.41 | 39.87 | 47.44 | 55.03 | |
| 2 Barrels | 29.92 | 38.89 | 47.84 | 56.93 | 66.04 | |
| 3 Barrels | 35.00 | 45.51 | 55.97 | 66.61 | 77.26 | |

| | | | | | | |
|-------------------|--------|--------|--------|--------|--------|--------|
| 4 Barrels | 39.90 | 51.88 | 63.81 | 75.93 | 88.08 | |
| 195 Gal. 1 Barrel | 25.76 | 33.48 | 41.18 | 49.01 | 56.85 | |
| 2 Barrels | 30.91 | 40.18 | 49.42 | 58.81 | 68.22 | |
| 3 Barrels | 36.16 | 47.01 | 57.82 | 68.81 | 79.81 | |
| 4 Barrels | 41.22 | 53.59 | 65.91 | 78.44 | 90.99 | |
| 300 Gal. 1 Barrel | 25.40 | 33.02 | 40.62 | 48.33 | 56.07 | |
| 2 Barrels | 30.48 | 39.63 | 48.74 | 58.00 | 67.28 | |
| 3 Barrels | 35.66 | 46.36 | 57.03 | 67.86 | 78.72 | |
| 4 Barrels | 40.66 | 52.85 | 65.01 | 77.36 | 89.74 | |
| 2 Cu. Yd. 1 Bin | 30.48 | 39.63 | 48.74 | 58.00 | 67.28 | 76.70 |
| 2 Bins | 36.58 | 47.55 | 58.49 | 69.60 | 80.74 | 92.04 |
| 3 Bins | 42.80 | 55.64 | 68.43 | 81.43 | 94.46 | 107.69 |
| 4 Bins | 48.79 | 63.42 | 78.01 | 92.83 | 107.69 | 122.76 |
| 3 Cu. Yd. 1 Bin | 36.58 | 47.55 | 58.49 | 69.60 | 80.74 | 92.04 |
| 2 Bins | 43.89 | 57.06 | 70.19 | 83.52 | 96.89 | 110.45 |
| 3 Bins | 51.36 | 66.76 | 82.12 | 97.72 | 113.36 | 129.23 |
| 4 Bins | 58.55 | 76.11 | 93.61 | 111.40 | 129.23 | 147.32 |
| 4 Cu. Yd. 1 Bin | 43.89 | 57.06 | 70.19 | 83.52 | 96.89 | 110.45 |
| 2 Bins | 52.67 | 68.47 | 84.22 | 100.23 | 116.26 | 132.54 |
| 3 Bins | 61.63 | 80.12 | 98.54 | 117.26 | 136.03 | 155.07 |
| 4 Bins | 70.25 | 91.33 | 112.34 | 133.68 | 155.07 | 176.78 |
| 6 Cu. Yd. 1 Bin | 52.67 | 68.47 | 84.22 | 100.23 | 116.26 | 132.54 |
| 2 Bins | 71.11 | 92.44 | 113.70 | 135.31 | 156.95 | 178.93 |
| 3 Bins | 89.60 | 116.48 | 143.26 | 170.48 | 197.76 | 225.45 |
| 4 Bins | 107.96 | 140.35 | 172.63 | 205.43 | 238.30 | 271.67 |
| 8 Cu. Yd. 1 Bin | 63.21 | 82.17 | 101.07 | 120.27 | 139.51 | 159.05 |
| 2 Bins | 73.95 | 96.14 | 118.25 | 140.72 | 163.23 | 186.09 |
| 3 Bins | 90.96 | 118.25 | 145.45 | 173.08 | 200.78 | 228.88 |
| 4 Bins | 86.52 | 112.48 | 138.35 | 164.64 | 190.98 | 217.72 |

| <u>Container Size</u> | <u>1X/Week</u> | <u>2X/Week</u> | <u>3X/Week</u> | <u>4X/Week</u> | <u>5X/Week</u> |
|-----------------------|----------------|----------------|----------------|----------------|----------------|
| 90 Gal. 1 Barrel | 22.23 | 28.89 | 35.54 | 42.29 | 49.06 |
| 2 Barrels | 26.67 | 34.67 | 42.65 | 50.75 | 58.87 |
| 3 Barrels | 31.21 | 40.57 | 49.90 | 59.38 | 68.88 |

| | | | | | |
|-------------------|---------------|---------------|---------------|---------------|---------------|
| 4 Barrels | <u>35.57</u> | <u>46.25</u> | <u>56.88</u> | <u>67.69</u> | <u>78.52</u> |
| 195 Gal. 1 Barrel | <u>27.04</u> | <u>35.15</u> | <u>43.24</u> | <u>51.45</u> | <u>59.68</u> |
| 2 Barrels | <u>32.45</u> | <u>42.18</u> | <u>51.88</u> | <u>61.74</u> | <u>71.62</u> |
| 3 Barrels | <u>37.96</u> | <u>49.35</u> | <u>60.70</u> | <u>72.24</u> | <u>83.80</u> |
| 4 Barrels | <u>43.28</u> | <u>56.26</u> | <u>69.20</u> | <u>82.35</u> | <u>95.53</u> |
| 300 Gal. 1 Barrel | <u>26.67</u> | <u>34.67</u> | <u>42.65</u> | <u>50.75</u> | <u>58.87</u> |
| 2 Barrels | <u>32.01</u> | <u>41.61</u> | <u>51.18</u> | <u>60.90</u> | <u>70.65</u> |
| 3 Barrels | <u>37.45</u> | <u>48.68</u> | <u>59.88</u> | <u>71.25</u> | <u>82.66</u> |
| 4 Barrels | <u>42.69</u> | <u>55.50</u> | <u>68.26</u> | <u>81.23</u> | <u>94.23</u> |
| 2 Cu. Yd. 1 Bin | <u>32.01</u> | <u>41.61</u> | <u>51.18</u> | <u>60.90</u> | <u>70.65</u> |
| 2 Bins | <u>38.41</u> | <u>49.93</u> | <u>61.41</u> | <u>73.08</u> | <u>84.77</u> |
| 3 Bins | <u>44.94</u> | <u>58.42</u> | <u>71.85</u> | <u>85.51</u> | <u>99.19</u> |
| 4 Bins | <u>51.23</u> | <u>66.60</u> | <u>81.91</u> | <u>97.48</u> | <u>113.07</u> |
| 3 Cu. Yd. 1 Bin | <u>38.41</u> | <u>49.93</u> | <u>61.41</u> | <u>73.08</u> | <u>84.77</u> |
| 2 Bins | <u>46.09</u> | <u>59.92</u> | <u>73.70</u> | <u>87.70</u> | <u>101.73</u> |
| 3 Bins | <u>53.92</u> | <u>70.10</u> | <u>86.22</u> | <u>102.61</u> | <u>119.02</u> |
| 4 Bins | <u>61.47</u> | <u>79.91</u> | <u>98.30</u> | <u>116.97</u> | <u>135.69</u> |
| 4 Cu. Yd. 1 Bin | <u>46.09</u> | <u>59.92</u> | <u>73.70</u> | <u>87.70</u> | <u>101.73</u> |
| 2 Bins | <u>55.31</u> | <u>71.90</u> | <u>88.43</u> | <u>105.24</u> | <u>122.08</u> |
| 3 Bins | <u>64.71</u> | <u>84.12</u> | <u>103.47</u> | <u>123.13</u> | <u>142.83</u> |
| 4 Bins | <u>73.77</u> | <u>95.90</u> | <u>117.95</u> | <u>140.37</u> | <u>162.82</u> |
| 6 Cu. Yd. 1 Bin | <u>55.31</u> | <u>71.90</u> | <u>88.43</u> | <u>105.24</u> | <u>122.08</u> |
| 2 Bins | <u>74.66</u> | <u>97.06</u> | <u>119.39</u> | <u>142.07</u> | <u>164.80</u> |
| 3 Bins | <u>94.08</u> | <u>122.30</u> | <u>150.43</u> | <u>179.01</u> | <u>207.65</u> |
| 4 Bins | <u>113.36</u> | <u>147.37</u> | <u>181.27</u> | <u>215.71</u> | <u>250.22</u> |
| 8 Cu. Yd. 1 Bin | <u>66.37</u> | <u>86.28</u> | <u>106.12</u> | <u>126.29</u> | <u>146.49</u> |
| 2 Bins | <u>89.60</u> | <u>116.48</u> | <u>143.26</u> | <u>170.48</u> | <u>197.76</u> |
| 3 Bins | <u>112.89</u> | <u>146.76</u> | <u>180.51</u> | <u>214.81</u> | <u>249.18</u> |
| 4 Bins | <u>136.03</u> | <u>176.84</u> | <u>217.52</u> | <u>258.85</u> | <u>300.26</u> |

3. Exceptional Services:

- a. Return to blocked bin: ~~\$14.58~~15.31
- b. Extra Pick-up (scheduled): ~~\$9.72~~10.21 x cubic yard size of container
- c. Extra Pick-up (unscheduled): ~~\$14.58~~15.31 x cubic yard size of container
- d. Other: Actual cost of service

D. White Goods Collection: White goods will be collected ~~from business establishments~~ for a fee of \$33.63 per unit for appliances and freezers/refrigerators with the refrigerant, oil and compressors removed with proper documentation, and \$55.07 per unit for appliances with refrigerant, oil and compressors in place.

E. Hoist and Haul:

1. Minimum charge of one pull per month, for City owned containers. From May through October the City may charge a minimum of two pulls per month.

2. Customer Owned Container: The cost shall be \$120.75 per pull for overhead costs plus the posted landfill tipping fee per ton for landfill disposal costs. (Ord. 1954, 09/02/97; Ord. 2002-19, 11/19/02)

3. Recycling Compactor: ~~\$110~~115.75 per pull for overhead costs plus the current Norton Environmental recycling fee. (Ord. 2002-19, 11/19/02)

4. City Owned Container: The cost shall be \$141.75 per pull for 40 yard containers and \$126 per pull for 20 and 30 yard containers ~~for overhead costs~~, plus the posted landfill tipping fee per ton for landfill disposal costs. (Ord. 1954, 09/02/97; Ord. 2002-19, 11/19/02)

~~53.~~ Exceptional Services: Actual cost.

F. Any service required that does not fit into the above fee schedules must have an alternative payment schedule approved by the Director or designee. Such schedule will be in writing and signed by both parties.

G. Replacement Fees:

Should a bin or roll-off (hoist and haul) container need replacement as per Section 7-04-001-0006, the replacement costs shall be equal to the actual replacement cost to the City plus a \$50.00 service fee.

H. Landfill Fees: Landfill fees shall be calculated at the actual cost per ton plus an additional amount to be determined by City Council to establish a capital account to fund future projects and equipment purchases. The City shall establish a legal reserve within the Environmental Services Fund for the purpose of funding costs of closing the landfill as required by the EPA or its designee. Monies shall be appropriated and set aside monthly in an amount to meet the estimated capital costs, to include liner system, methane collection and cover material. Interest shall accrue to this account to be used for all the same purposes mentioned above.

1. Environmental Maintenance Facility Fee. In addition to the landfill tipping fees outlined below, ~~the~~ City shall collect a fee of two dollars fifty cents (\$2.50) per ton to fund the facilities that support the activities associated with municipal solid waste collection. Monies shall be allocated annually in the amount of two dollars fifty cents (\$2.50) of the per-ton tipping fee on scaled tonnage based on the posted landfill tipping fee. Environmental maintenance facility fee funds shall be used, in part, to service the debt associated with construction of the core services maintenance facility. The City shall establish a legal reserve fund for this purpose. Interest shall accrue to this account to be used for all of the same purposes mentioned above.

The two dollars fifty cents (\$2.50) per ton fee referenced in this subsection shall remain in effect until retirement of the debt associated with construction of the core services maintenance facility. (Ord. No. 2003-01; Ord No. 2007-40, Amended; Res. No. 2008, 10/07/08; Res. No. 2009-51, 11/03/09 Amended; Res. 2010-27, 05/03/10 Amended; Ord. 2014-19, Amended, 07/15/2014)

2. The landfill dumping rates for each user category shall be as follows, plus all applicable State and federal taxes:

~~Posted Landfill Tipping \$39.69 per ton Fee:~~

| | | |
|--------------------------------------|--|--|
| Commercial Haulers | Commercial Solid Waste | Posted Landfill Tipping Fee |
| Commercial Haulers | Uncovered Load Fee | Double Posted Landfill Tipping Fee |
| City Residents | Residential Solid Waste | Posted Landfill Tipping Fee for more than one ton |
| City Residents | Construction and Demolition | Posted Landfill Tipping Fee for more than one pickup load |
| City Residents | Uncovered Load Fee | Posted Landfill Tipping Fee |
| County/Non-City Residents | Residential Solid Waste | Posted Landfill Tipping Fee for more than one ton. |
| County/Non-City Residents | Construction and Demolition | Posted Landfill Tipping Fee for more than one pickup load |

~~Other Landfill Fees:~~

| | | |
|-------------------------------|--|---|
| Commercial Haulers | Exceptional Waste | Posted Landfill Tipping Fee Plus \$20 handle Fee |
| Commercial Haulers | White Goods | \$8.49 Per Unit |
| Commercial Haulers | Refrigerant Evacuation Fee | \$27.90 Per Unit |
| Commercial Haulers | Metal Only (Recycle Fee) | Current Norton Environmental recycling fee. |
| City Residents | Residential Solid Waste | No Charge for up to one pickup truck load. |
| City Residents | Green Waste | No Charge |
| City Residents | Construction and Demolition | \$20.00 per pickup truck load |
| City Residents | White Goods | No Charge |
| City Residents | Refrigerant Evacuation Fee | No Charge |

| | | |
|--------------------------------------|--|---|
| County/Non-City Residents | Residential Solid Waste | 1 to 3 Bags: \$2.00 per Bag (up to three bags) |
| County/Non-City Residents | Residential Solid Waste | 1 pickup truck load \$20.00 per load |
| County/Non-City Residents | Construction and Demolition | \$20.00 per pickup truck load |
| County/Non-City Residents | White Goods | \$8.49 per unit |
| County/Non-City Residents | Refrigerant Evacuation Fee | \$27.90 per unit |
| County/Non-City Residents | Green Waste | No Charge |
| All-applicable Haulers | ADEQ Recycle Tax | \$.25 per ton |
| Outside Coconino County | Commercial Solid Waste | \$20.00 per ton surcharge unless hauler participates in City's recycling program |

Category 1: City residents who pay for City of Flagstaff water and refuse services will be charged the following fees to use the landfill.

| <u>Type of Refuse</u> | <u>Cost</u> |
|--|--|
| <u>Residential solid waste</u> | <u>\$44.42 per ton (if less than one ton there is no charge)</u> |
| <u>Construction and demolition material (less than one ton)</u> | <u>\$20 per pickup truck, additional \$20 per trailer</u> |
| <u>Construction and demolition material (greater than one ton)</u> | <u>\$44.42 per ton</u> |
| <u>Green waste (tree limbs, logs/stumps and xmas trees)</u> | <u>Free, *Note: pine needles and leaves are NOT green waste</u> |
| <u>White goods</u> | <u>Free</u> |
| <u>Electronics</u> | <u>Free (must be disposed at HPC)</u> |
| <u>Freon evacuation for household units²</u> | <u>Free</u> |
| <u>Unsecured load charge (i.e., load not covered or tied down)</u> | <u>\$20.00 additional charge per unsecured load.</u> |

Category 2: Non-City Residents who live in Coconino County and City residents who do not pay for City of Flagstaff water and refuse services will be charged the following fees to use the landfill.

| <u>Type of Refuse</u> | <u>Cost</u> |
|---|--------------------|
| <u>Residential solid waste (bagged)</u> | <u>\$2 per bag</u> |

| | |
|--|--|
| <u>Residential solid waste (less than one ton)</u> | <u>\$20 per pickup truck, additional \$20 per trailer</u> |
| <u>Residential solid waste (greater than one ton)</u> | <u>\$44.42 per ton</u> |
| <u>Construction and demolition material (less than one ton)</u> | <u>\$20 per pickup truck, additional \$20 per trailer</u> |
| <u>Construction and demolition material (greater than one ton)</u> | <u>\$44.42 per ton</u> |
| <u>Green Waste (tree limbs, logs / stumps and xmas trees)</u> | <u>Free, *Note: pine needles and leaves are NOT green waste</u> |
| <u>White goods</u> | <u>\$8.49 per item (refrigerant must be evacuated prior to disposal^{1,5})</u> |
| <u>Electronics</u> | <u>Must be disposed at HPC</u> |
| <u>Unsecured load charge (i.e., load not covered or tied down)</u> | <u>\$20.00 additional charge per unsecured load.</u> |

¹ Hazardous Products Center (HPC) staff will evacuate refrigerant for a fee of \$27.90 per unit. Please call (928) 213-2159 for more information.

² If you have a unit evacuated elsewhere (not at the landfill), you must submit an Appliance disposal form if you intend on disposing of the unit at the landfill.

- Per unit appliance fees are still applicable when an appliance disposal form is submitted to landfill staff.
- If an appliance disposal form is not submitted to landfill staff, evacuation fees will apply.

Category 3: Commercial Hauled Refuse (Including Refuse Hauled by Licensed Solid Waste Collection Companies) From Within City.

Notice: It is required that all commercial haulers wear reflective vests, safety shoes, and hard hats upon crossing the administration and scale house boundary.

| <u>Type of Refuse</u> | <u>Cost</u> |
|--|--|
| <u>Commercial solid waste</u> | <u>\$44.42 per ton (minimum charge of one ton)</u> |
| <u>Green Waste (tree limbs, logs / stumps and xmas trees)</u> | <u>\$44.42 per ton, *Note: pine needles and leaves are NOT green waste</u> |
| <u>White goods</u> | <u>\$8.49 per item (refrigerant must be evacuated prior to disposal^{1,5})</u> |
| <u>Metal only (recycle fee)</u> | <u>Current Norton Recycling fee \$32.25 per ton</u> |
| <u>Electronics</u> | <u>Must be disposed at HPC</u> |
| <u>Exceptional Waste (e.g., asbestos)</u> | <u>\$44.42 per ton plus \$20 one time handling fee</u> |
| <u>Unsecured load charge (i.e., load not covered or tied down)</u> | <u>\$20.00 additional charge per unsecured load.</u> |

¹ Hazardous Products Center (HPC) staff will evacuate refrigerant for a fee of \$27.90 per unit. Please call (928) 213-2159 for more information.

² If you have a unit evacuated elsewhere (not at the landfill), you must submit an Appliance disposal form if you intend on disposing of the unit at the landfill.

- Per unit appliance fees are still applicable when an appliance disposal form is submitted to landfill staff.
- If an appliance disposal form is not submitted to landfill staff, evacuation fees will apply.

Category 4: Refuse hauled from outside the County.

| <u>Type of Refuse</u> | <u>Cost</u> |
|---|------------------------|
| <u>For all items accepted at landfill</u> | <u>\$86.59 per ton</u> |

a. Fees may be waived or reduced for clean soil, rubble and other inert material that can be used as alternative daily cover, provided material is approved by the Director or designee and is beneficial to the City.

b. Inert Material ~~Landfill~~: The rate for haulers disposing of inert material (dirt, rock and clean concrete) will be as follows:

Varying Fee Schedule Based on Job Size: ~~Rate~~

- (1) ~~One~~ One cubic yard (C.Y.) to 5,000 C.Y.: \$2.25 per C.Y.
- (2) Over 5,000 C.Y. to be negotiated by the Director or designee.

c. White Goods Disposal: Disposal of white goods/appliances and freezers/refrigerators from business establishments with the refrigerant, oil and compressors removed with proper documentation is \$8.49 per unit or \$27.90 per unit with refrigerant, oil and compressors still in place. Landfill customers paying the City residential solid waste service charge may dispose of refrigerators/freezers with refrigerants free of charge. Landfill customers not paying the City residential solid waste service charge may dispose of refrigerators/freezers with refrigerant for a fee of \$27.90 per unit. (Ord. 1920, 09/03/96; Ord. 1986, 12-01-09; Ord. No. 1986, Amended, 12/01/98; Ord. 2002-19, 11/19/02)

I. Environmental Management Fee: An Environmental Management Fee of \$4.00 per month per City utility bill shall be charged to fund citywide environmental programs, including, but not limited to, Environmental Management, Brownfield Land Recycling, Sustainability, Environmental Code Enforcement, and Conservation Education Programs.

The environmental management fee applies to all utility bills calculated and sent to customers on a monthly basis.

~~J. Rate Escalator. A 5% rate increase escalator shall apply to the rates for the following services: commercial trash and recycling collection, residential collection, hoist and haul, and the posted landfill tipping fee. Beginning on the one year anniversary of the date on which such rates become effective, the rates shall automatically increase 5% each year~~

~~for a period of 5 years, at which time the 5% increase shall sunset, unless reauthorized by the City Council.~~

(Ord. 2000-09, Amended, 05/02/2000; Ord. 2002-19, Amended, 11/19/2002; Ord. 2002-19, Amended, 12/23/2002; Ord. 2003-01, Amended, 01/07/2003; Amended, Ord. 2007-40, 09/18/2007; Ord. 2012-07, Amended, 05/29/2012)

7-04-001-001~~10~~ DELINQUENT ACCOUNTS

- A. All payments shall be due by the due date on the statement.
- B. An account shall be considered to be delinquent on the tenth (10th) day of the month following the month in which service was provided by the City.
- C. An account that is not paid by the due date shall be charged a penalty of ten percent (10%) of the accumulated delinquent fees per month.
- D. If a solid waste collection account is not paid by the due date, the Director or designee may cease all collection for that account unless otherwise directed by the City Manager. Service shall be resumed thereafter only on payment of the accumulated delinquent fees for the period of collection plus accrued penalties, unless the City Manager specifically directs otherwise.
- E. If a landfill account is not paid by the due date, the Director or designee may discontinue charging privileges until such time as the account is paid in full. Upon payment in full of the delinquent balance the landfill customer may re-establish charging privileges at the landfill, upon payment of a one thousand dollar (\$1,000.00) deposit, unless the City Manager specifically directs otherwise.
- F. Legal Remedy: The stoppage of services hereinbefore authorized for nonpayment of collection charges shall be in addition to the right of the City to proceed for the collection of such unpaid charges in a manner provided by law for the collection of a municipal claim. (Ord. 1845, 11/01/94) (Ord. 1986, 12/01/98) (Ord. No. 1764, Amended, 07/22/92; Ord. No. 1764, Amended, 07/21/92; Ord. No. 1845, Amended, 11/01/94; Ord. No. 1986, Amended, 12/01/98); (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001~~21~~ BURNING SOLID WASTES

It shall be unlawful to attempt to burn solid wastes within the corporate limits of the City ~~without written permission from the Fire Department.~~ (Ord. 1609, 2/21/89) (Ord. No. 1609, Amended, 02/21/89 and Fire Protection Regulation FPR-001) (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001~~32~~ LICENSED SOLID WASTE COLLECTION COMPANY COLLECTION CONTRACTORS

- A. General: No person, except as otherwise expressly provided in this chapter, shall collect or remove any recyclables or other solid waste of any kind from the premises of

any person, firm or company within the City, unless such person ~~shall have~~has first obtained from the City's tax, licensing and revenue section a license to conduct such collection or removal, as hereinafter provided.

B. Exceptions to License Requirements: Notwithstanding the foregoing, no license shall be required of:

1. An actual producer or property owner who personally removes and disposes of solid waste in accordance with Section 0003.A of this Division;
2. An arborist or gardening, landscaping or similar contractor who removes and disposes of solid waste incident to the conduct of such business.

C. Application: An application for a solid wastes collection license shall be made in conformity with the general requirements of City Code Section 3-01-001-0005 relating to applications for licenses. The applicant shall also state the number of vehicles intended for operation or use in said business and what method of disposal and the place thereof are proposed by the applicant. Applications for new licenses shall be approved by the Director or designee with respect to health, sanitation and safety provisions of the Code. Applications for renewal of licenses shall be accompanied by an inspection approval certificate for each piece of equipment from the Sustainability and Environmental Management Section, dated not earlier than sixty (60) days preceding the date of application.

D. License Fee: The annual fee for each solid waste collection company ~~SOLID WASTE COLLECTION COMPANY~~ ~~solid wastes collection~~ license shall be fifty dollars (\$50.00) ~~for each vehicle used by the licensee in this service, and each license shall expire twelve (12) months after its date of issue.~~

E. No Representation by Unlicensed Haulers: ~~No person who is~~Haulers not licensed in accordance with the provisions of this section shall not represent himself-themselves to the public as ~~one-a hauler that~~who collects or disposes of solid waste within the City.

F. License Plate or Tag: The City's Tax, Licensing and Revenue Section shall issue each person licensed in accordance with the provisions of this section a plate or tag for each collection vehicle used by such person in the activities licensed. Each such plate or tag shall be securely fastened and displayed at all times in a conspicuous place on each such vehicle.

G. Term of License; License Nontransferable: Each license issued pursuant to the provisions of this section shall be valid for ~~the calendar year for which it is issued~~(12) months after its date of issue and may be renewed upon application to the City's Tax, Licensing and Revenue Section and payment of the required fees, provided that the licensee has complied with all of the requirements of this chapter and all such other requirements as may apply to a new license application at that time. Licenses issued pursuant to the provisions of this section shall be nontransferable, and no permission or

authority granted pursuant to any such license shall be delegated, subcontracted, assigned or otherwise transferred, whether for a consideration or not, although a licensee may transfer an identification plate or tag issued by the City's Tax, Licensing and Revenue Section to a replacement vehicle or the licensee upon five (5) days' prior written notice to the City's Tax, Licensing and Revenue Section.

H. Revocation of License: the Tax Collector shall be authorized to revoke the solid wastes collection company license if the licensee violates the conditions under which the license was issued, the provisions of this chapter, or the regulations authorized in connection with this chapter. From the time of revocation the license shall be void, and the amount paid for the license shall be forfeited to the City. (Ord. 1986, 12/01/98)(Ord. No. 1986, Amended, 12/01/98); (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001~~43~~ PENALTIES

A. Any person or company engaging in the business of solid waste collection or disposal for which a license is required under this chapter without first having obtained such license shall be subject to the provisions of 3-01-001-0011 regarding criminal penalties and fines. (Ord. 1986, 12/01/98)(Ord. No. 1609, Ren&Amd, 2/21/89, 7-04-001-0013; Ord. No. 1642, Repealed, 11/07/89; Ord. No. 1986, Amended, 12/01/98)

B. Any person or business with contamination in a recycling container may be fined \$40.00 for each occurrence. Multiple violations may result in removal of the recycling container. Upon request, recycling containers may be returned and service resumed for an additional \$40.00 fee. (Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001~~53~~ NOTICE OF VIOLATION

A. The Director or designee may cause to be issued a Notice of Violation to any person alleged to be in violation of this Chapter.

B. If a Notice of Violation is issued, such notice shall contain the following:

1. Date of the violation, a legal description of the property, the Chapter(s) and Section(s) which is/are being violated, and a description of the unlawful condition.
2. Notification of possible criminal proceedings being brought against the person by the City if the unlawful condition is not abated within thirty (30) days from receipt of the Notice for any violation other than for an automated collection container left curbside. For an automated collection container left curbside, the person or business must comply with the requirements of this Chapter within 24 hours of receipt of a Notice.
3. Notice to the alleged violator that, in addition to any fine or penalty which may be imposed for a violation of this ordinance, the alleged violator shall be liable for all costs

which may be assessed pursuant to this ordinance for removing, abating, or enjoining the rubbish, trash, filth, or debris constituting the violation. The notice of violation shall contain an estimated statement of the cost of removal or abatement of the violation, including labor, disposal fees, and equipment rental. The Notice shall state that, unless the person has brought the unlawful condition into compliance with this ordinance within the period stated above from the receipt of the Notice, the City may, at the expense of the person or business, perform the necessary work at a cost not to exceed the estimate given in the Notice, plus a five (5) percent surcharge for an additional inspection and other administrative and incidental costs in connection therewith.

C. If the unlawful condition is not abated, the Director or designee may cause to be issued a criminal complaint or a Notice of Civil Violation. Each day that the alleged violator fails or refuses to comply with the requirements of this Chapter after expiration of the period for compliance from receipt of the Notice shall constitute a separate violation and shall not require further notice to the owner, occupant, or lessee of the property upon which the violation exists.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001~~65~~ SERVICE OF NOTICE

The Notice of Violation shall be personally served on the alleged violator by any duly authorized official, in the manner provided in Rule 4(d) of the Arizona Rules of Civil Procedure, or mailed to the alleged violator at the last known address by certified or registered mail.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001~~76~~ APPOINTMENT OF HEARING OFFICER

The hearing officer for administrative hearings under this ordinance shall be a judge of the Municipal Court of the City of Flagstaff.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001~~87~~ CIVIL VIOLATION AND ADMINISTRATIVE HEARING

A. If the City chooses to proceed on a civil violation of the ordinance, the City shall serve or mail a Notice of Civil Violation and Administrative Hearing to the alleged violator upon which an unlawful condition exists upon expiration of the initial period for compliance as set forth in 7-04-001-0014. A hearing shall be held no sooner than five (5) days after the date the Notice of Civil Violation and Administrative Hearing is mailed or served. The date of mailing shall be excluded in computing the time period for a hearing under this rule. Neither the City nor the party served is required to be represented by counsel at the administrative hearing, but may be if they so choose. No pre-trial discovery shall be permitted absent extraordinary circumstances. Immediately before the hearing, both parties shall produce for inspection any exhibits and written or recorded statements of any witness which are to be offered at the hearing. Failure to produce exhibits or statements may result in the hearing officer denying admission of the evidence not produced. The hearing officer may call and examine witnesses, including the party served. All testimony shall be given under oath or affirmation. No person may be

examined or cross-examined at a hearing except by the hearing officer, an attorney for a party, or the party served with the Notice of Civil Violation and Administrative Hearing. The Arizona Rules of Evidence shall not apply in the hearing; any evidence offered may be admitted subject to a determination by the hearing officer that the offered evidence is relevant, material, and has some probative value to a fact at issue. The hearing officer may enter a finding for the City if the party served fails to appear for the hearing.

B. If the hearing officer determines, after hearing the parties and considering their evidence, that the City's notice to the party served was accurate, delivered to the proper party or parties, and that the estimated assessment for the actual cost of removal is supported by the City's evidence, then the hearing officer shall make a finding for the City.

C. The hearing officer shall issue a decision within five (5) days of the hearing. Intermediate Saturdays, Sundays and legal holidays shall be excluded in computing the time period for issuing a decision under this rule. The decision shall be in writing, set forth the factual basis for the decision, and be served in accordance with the provisions of 7-04-001-0015.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-001~~98~~ APPEAL OF DECISION AND COST OF REMOVAL

A. The City Council shall hear and determine all appeals from a civil violation. A Notice of Appeal must be in writing and filed in the office of the City Clerk within five (5) days of receipt of the hearing officer's decision. The date of receipt, and intermediate Saturdays, Sundays and legal holidays shall be excluded in computing the time period for timely appeal.

B. The Notice of Appeal shall specify the grounds for reversal of the hearing officer's decision or cost of removal. The Council shall, at its next regular meeting after receiving the appeal, hear and determine the same by motion and resolution. The decision of the Council shall be final and may be appealed to Superior Court.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00~~20~~19 SCOPE OF REVIEW

The City Council shall have authority to affirm, reverse, amend or remand the matter to the Hearing Officer if it finds that the Hearing Officer's decision or the cost of removal is not supported by substantial evidence, is arbitrary and capricious or is not in conformance with the law.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00~~21~~20 VOLUNTARY ABATEMENT; REMOVAL BY CITY

A. When a person alleged to be in violation of this Chapter elects to voluntarily abate the unlawful condition within the compliance period as stated in the Notice of Violation, the person shall notify the Director or designee after the condition has been abated. The Director or designee shall thereafter inspect the property to determine whether the condition has been brought into compliance with this Chapter.

B. If the Director or designee determines that the person is no longer in violation of this Chapter, the Director or designee shall issue a Notice of Voluntary Abatement and Compliance to the person alleged to be in violation and the administrative proceeding shall be deemed closed.

C. When any such person on whom a Hearing Officer's finding of violation has been served fails, neglects or refuses to bring the unlawful condition into compliance within three (3) days from receipt of the Hearing Officer's finding of violation, the Director or designee is authorized and directed to correct the violation.

D. In the event an appeal has been filed pursuant to 7-04-001-0018, no action shall be taken by the City until the Council has heard and determined all matters contained in the Notice of Appeal.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00~~2221~~ LIEN FOR REMOVAL

If no appeal is taken from the amount assessed for removal, or if an appeal is taken and the Council has affirmed or modified the amount of the assessment, the assessment shall be recorded in the office of the County Recorder of Coconino County, Arizona, including the date and amount of the assessment and the legal description of the property. From the date of its recording, the assessment shall be a lien on said private property and the several amounts assessed against such private property until paid.

A. Any assessment recorded under this Chapter is prior and superior to all other liens, obligations, mortgages or other encumbrances, except liens for general taxes. A sale of the property to satisfy a lien obtained under the provisions of this Section shall be made upon judgment of foreclosure or order of sale. The City shall have the right to bring an action to enforce the lien in the Superior Court of Coconino County at any time after the recording of the assessment, but failure to enforce the lien by such action shall not affect its validity. The recorded assessment shall be prima facie evidence of the truth of all matters recited therein, and of the regularity of all proceedings prior to the recording thereof. A prior assessment for the purposes provided in this Section shall not be a bar to subsequent assessment or assessments for such purposes, and any number of liens on the same private property may be enforced in the same action.

B. Assessments that are imposed under this section run against the property until paid and are due and payable in equal annual installments as follows:

1. Assessments of less than five hundred dollars shall be paid within one year after the assessment is recorded.
2. Assessments of five hundred dollars or more but less than one thousand dollars shall be paid within two years after the assessment is recorded.
3. Assessments of one thousand dollars or more but less than five thousand dollars shall be paid within three years after the assessment is recorded.

4. Assessments of five thousand dollars or more but less than ten thousand dollars shall be paid within six years after the assessment is recorded.

5. Assessments of ten thousand dollars or more shall be paid within ten years after the assessment is recorded.

C. An assessment that is past due accrues interest at the rate prescribed by Arizona Revised Statutes, Section 44-1201.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00~~2322~~ CRIMINAL PENALTIES

A. A person who is convicted of a violation of this Ordinance is guilty of a Class 1 misdemeanor and shall be sentenced as follows:

1. First offense: not less than twenty-five dollars (\$25.00), nor more than one-hundred dollars (\$100.00);

2. Second offense: not less than one hundred dollars (\$100.00), nor more than five hundred dollars (\$500.00);

3. Third offense: not less than five-hundred dollars (\$500.00), nor more than two thousand, five hundred dollars (\$2,500.00).

B. A judge shall not suspend any or all of the impositions of the sentence required by this Section.

C. Notwithstanding Subsection B of this Section, if a judge finds at the time of sentencing that by a preponderance of the evidence the violations for which the defendant has been convicted have been corrected by the defendant, and that now the defendant is in compliance with the Code, the Court may suspend all or part of the fine.

(Amended, Ord. 2007-40, 09/18/2007)

7-04-001-00~~2423~~ SEVERABILITY

Each section and each provision of any section of this Chapter shall be deemed severable and the invalidity of any portion of this Chapter shall not affect the validity or enforceability of any other portion.

ORDINANCE NO. 2016-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 7, HEALTH AND SANITATION, CHAPTER 7-04, MUNICIPAL SOLID WASTE COLLECTION SERVICE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2016 AMENDMENTS TO CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 7-04, MUNICIPAL SOLID WASTE COLLECTION SERVICE.”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, AUTHORITY FOR CLERICAL CORRECTIONS, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has determined that amendments to the Flagstaff City Code, Title 7, Health and Sanitation, Chapter 7-04, Municipal Solid Waste Collection Service, are necessary in order to ensure, among other things, that the Flagstaff City Code is consistent with state law governing the collection of solid waste; and

WHEREAS, the City Council has, by resolution, previously declared the “*2016 Amendments to City Code Title 7, Health and Sanitation, Chapter 7-04, Municipal Solid Waste Collection Service*” (referred to hereinafter as the “Proposed Amendments”) to be a public record; and

WHEREAS, the City Council wishes to amend Chapter 7-04 of the Flagstaff City Code by adopting the Proposed Amendments.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That the Proposed Amendments contained in the document entitled “*2016 Amendments to City Code Title 7, Health and Sanitation, Chapter 7-04, Municipal Solid Waste Collection Service*,” three copies of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona and previously declared by Resolution No. 2016-19 to be a public record, are hereby adopted and made a part hereof as if fully set out in this ordinance and are declared to be inserted into Chapter 7-04 of the Flagstaff City Code to replace and supersede the existing relevant provisions of Chapter 7-04.

SECTION 2. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

SECTION 3. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 4. Severability.

That, if any section, subsection, sentence, clause, phrase or portion of this ordinance or any of the amendments adopted in this ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by a decision of any court of competent jurisdiction, such decision shall not affect any of the remaining portions thereof.

SECTION 5. Effective Date.

This ordinance shall be effective (30) thirty days after adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 31st day of May, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stephanie Smith, Assistant to City Manager
Date: 05/05/2016
Meeting Date: 05/17/2016



TITLE

Recap of the 2016 Legislative Session

RECOMMENDED ACTION:

Discussion only

EXECUTIVE SUMMARY:

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. The City contracts lobbying services at the State level with Richard Travis of Triadvocates, LLC to advocate and monitor specific legislation impacting the City's interests and established priorities.

The 2nd Regular Session of the 52nd State Legislature began on January 11th and has yet to end at time of submission of this staff summary. It is anticipated the session will end no later than this Friday, May 6th.

The purpose of this discussion item is to provide City Council a recap of the recent session of the State Legislature as well as a summary of advocacy efforts on behalf of the City's 2016 legislative priorities. A final summary on the session will be added to the final agenda packet.

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

Attachments: [Agenda](#)

City of Flagstaff Intergovernmental Relations 2016



Adopted by Flagstaff City Council on November 17, 2015
Updated by Flagstaff City Council on February 16, 2016

City Council Mission Statement

To protect and enhance the quality of life of its citizens.

City Council Vision Statement

The City of Flagstaff is a safe, diverse, vibrant and innovative community with a unique character and high quality of life. The City fosters and supports a balance of economic, environmental, educational and cultural opportunities.

Intergovernmental Relations

The City of Flagstaff Intergovernmental Relations 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 assisted in the drafting and development of League Resolutions. Council adoption of the League resolutions, our identified priorities and guiding principles are incorporated as part of our legislative agenda.

The City Manager's Office coordinates an active legislative program focused on protecting the interests of our community and identifying resources available to enhance City services and programs. The City Council and City Manager's Office work closely with our legislative advocates in Washington, D.C., and Phoenix, as well as with the League of Arizona Cities and Towns to influence policy decisions that affect cities local control and local funding.

The 2016 Legislative Priorities provide a framework for the City of Flagstaff's Intergovernmental Program. Adopted annually, the City's Intergovernmental Guiding Principles and Legislative Priorities are the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

Federal and state legislative proposals and policies consistent with the City's Intergovernmental Guiding Principles and Legislative Priorities may be supported by the City. Those policies or proposals inconsistent with this agenda may be opposed by the City.

Guiding Principles

The City's Intergovernmental Relations Program is guided by the following principles:

1. The City of Flagstaff is governed by its **Charter**, which outlines the City's governmental structure, identifies jurisdiction and provides enabling authority for self-rule. Flagstaff's City Charter and all its amendments have been voted on and approved by a majority of voters.
2. The City of Flagstaff strongly promotes the protection, expansion and restoration of **local control** for cities and may support or oppose legislation based on whether it advances maximum local control by local governments.
3. The Flagstaff City Council adopts **City-wide goals and legislative priorities**. Advancing or defending goals of the City Council and adopted legislative priorities in effect during the current legislative session does not require additional Council action.
4. The City of Flagstaff understands it is in the public's interest to have government at all levels that is **transparent, deliberative** and **accountable** to its citizens. The City of Flagstaff also evaluates legislative action based on the City's ability to deliver public services, the impact to Flagstaff citizens and the financial costs to the City.
5. The City's membership in the **League of Arizona Cities and Towns** is a critical component of the Flagstaff's advocacy strategy. The City Council will participate in the League's annual priority-setting process.
6. The City of Flagstaff understands that **partnerships** that develop and maintain positive intergovernmental relations are essential for success and the vitality of our community. The City supports proposed legislation brought forth by our partners that advance common goals. Regional, state and federal partners may include*:
 - Regional Partners:** Chamber of Commerce, Coconino County, Flagstaff Unified School District, Grand Canyon Trust, Greater Flagstaff Forest Partnership, Northern Arizona Council of Governments, Northern Arizona Intergovernmental Public Transportation Authority and Northern Arizona Municipal Water Users Association;
 - Statewide Partners:** Arizona Department of Transportation, Arizona Game and Fish, Arizona State Land Department, Coconino Community College, Department of Veteran Services, Greater Arizona Mayors' Association, League of Arizona Cities and Towns and Northern Arizona University;
 - National Partners:** Conference of Mayors, Federal Aviation Administration, National League of Cities and Towns, National Park Service, U.S. Army Corps of Engineers, U.S. Department of Transportation, U.S. Forest Service and other federal agencies; and
 - Tribal Partners:** Including the Hopi Nation and Navajo Nation

** This is not an exhaustive list of City of Flagstaff partners*

State Priorities

Advocate to Expand and Protect Local Control

Flagstaff supports legislation that upholds and restores the principle of local government and reinforces the authority of the elected leaders of Flagstaff to respect and protect the priorities of its citizenry and respond to local challenges.

Advocate to Preserve Local Funding

Protect existing funding and authorities that bring revenue to the City of Flagstaff, which support the quality of life for its residents. Areas may include the protection of state-shared revenues and opposition to the imposition of new fees and unfunded mandates by any level of government that would increase costs to the City.

Flagstaff projects and legislative priorities

- Advocate for funding and building a **skilled nursing facility for veterans** in Flagstaff.
- Advocate for investing in **forest health** treatments on state-owned land in the Flagstaff region.
- Advocate for securing authority to place portions of the **Red Gap Ranch Pipeline** within Interstate 40 right-of-way.
- Advocate for investing in **economic development** efforts in the Flagstaff region.

Statewide issues important to Flagstaff

- Advocate against firearm legislation that will allow guns in public facilities.
- Advocate for reforming state pension systems to obtain greater flexibility in managing pension plans affecting municipal employees.
- Advocate for flexible financing authority for commercial entities for upfront investment capital in energy efficiency improvements to properties.
- Advocate for removing the \$2.5 million cap that allows the State's Housing Trust Fund to be fully funded through unclaimed property proceeds received by the State annually.

Federal Priorities

Advocate to Expand and Protect Local Control

Flagstaff supports legislation that upholds and restores the principle of local government, and reinforces the authority of the elected leaders of Flagstaff to respect and protect the priorities of its citizenry and respond to local challenges and opportunities.

Advocate to Preserve Local Funding

Protect existing funding and authorities that bring revenue to the City of Flagstaff, which support the quality of life for its residents. Areas included opposition to unfunded mandates by any level of government that would increase costs to the City.

Flagstaff projects and legislative priorities

- Advocate for increased authorization and funding the **Rio de Flag Flood Control Project**. Fully authorize this important community project and qualify for work plan construction funding in future years. Funding priorities for fiscal year 2016 include completing 100 percent design, completing final elements at the Clay Avenue Detention basin and environmental clean up and installation of rip rap at the Butler site.
- Advocate for leveraging the voter approved **Flagstaff Watershed Protection Project** funding with federal dollars to maximize investments into forest health, including resources for timber sale administration; Ensure that resources and funding continue to flow to important regional projects such as the Four Forest Restoration Initiative (4FRI), NAU Ecological Restoration Institute and other important forest restoration efforts outside of the 4FRI boundaries.
- Advocate for funding projects in the **Flagstaff Airport** five-year Capital Improvement Program.
- Advocate for releasing the Federal Government's **reversionary interests** on property sold to the City by the BNSF Railroad.
- Advocate for authorizing and funding **transportation improvements** in Flagstaff, including priorities identified in the Regional Transportation Plan.
- Advocate for for funding and building a **skilled nursing facility for veterans** in Flagstaff after the initial state funding has been approved and encourage the Department of Veterans' Affairs to prioritize the project.

Tribal Priorities

The City's Intergovernmental Relations Program is responsible for strengthening partnerships and advancing mutual goals between the City of Flagstaff and Native Nations. In addition to fostering relationships with tribal nations, key priorities this year include:

- Support implementation priorities of the Memorandum of Understanding between Navajo Nation Human Rights Commission and City of Flagstaff.
- Facilitation of annual meetings with tribal nations and collaborate on agenda development.
- Host the 2016 Mayors Summit in partnership with the Navajo Nation.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stephanie Smith, Assistant to City Manager
Date: 05/05/2016
Meeting Date: 05/17/2016



TITLE

Discussion of 2017 League Resolution Process and Recommendations

RECOMMENDED ACTION:

Discussion item

EXECUTIVE SUMMARY:

The City's membership in the League of Arizona Cities and Towns is a critical component of Flagstaff's advocacy strategy. The City Council will participate in the League's annual priority-setting process. The League established a Policy Committee framework to give elected officials and staff the opportunity to provide expertise and direction on proposed policy issues that come to the League. The purpose of this agenda item is to revisit the League's annual resolution development process and discuss Council's proposed resolutions.

League Resolution Process

Each year, members of the League of Arizona Cities and Towns may recommend items for the League's legislative program by submitting policy issues/resolutions for consideration. The policy issues submitted by cities through this process are vetted by the relevant League Policy Committee and may become a formal League Resolution, or may go on for further discussion with a non-legislative solution.

Proposed resolutions are then advanced to the Resolutions Committee for a formal recommendation. If the Committee proposes resolutions, those resolutions will be provided to all cities and towns prior to the League Annual Conference in August. This is so that individual city and town councils may take positions on those resolutions prior to the Resolutions Committee Meeting.

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.

Guidance on Submitting Policy Issues/Proposed Resolutions

There are two types of resolutions accepted for consideration by the League: 1) Statements requesting a specific action, such as requesting that the Legislature enact a statute relating to a zoning issue; and 2) Statements of general policy direction, such as supporting increases for transportation funding.

Resolutions should be broadly applicable and advance our municipal goals. The resolutions process is designed for issues that impact a broad cross section of cities and towns. Single city/town issues are not

generally part of the League's overall agenda.

It is helpful to consider resolutions by answering the following questions:

1. What is the problem or issue the City Council is trying to address?
2. What is the solution the City Council is promoting with the proposed resolution?

Key dates – Annual League Resolution Process

- **May 17:** Initial discussion from Council on what policy issues should be submitted on the City of Flagstaff's behalf for consideration through the 2017 League Resolutions process.
- **May 31:** Final Council direction on the City's proposed League resolutions.
- **June 1:** City of Flagstaff submissions due to League.
- **June:** League Policy Committees to review all submissions received by cities and towns and determine resolutions to be considered by Resolutions Committee at Annual League Conference.
- **August 16:** Council direction on City position on resolutions prior to the Resolutions Committee Meeting.
- **August 23 – 26:** Annual League of Arizona Cities and Towns Conference

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

Attachments: [City Priorities](#)
 [League Resolution Form](#)
 [Resolutions](#)
 [Municipal Policy Statement](#)

City of Flagstaff Intergovernmental Relations 2016



Adopted by Flagstaff City Council on November 17, 2015
Updated by Flagstaff City Council on February 16, 2016

City Council Mission Statement

To protect and enhance the quality of life of its citizens.

City Council Vision Statement

The City of Flagstaff is a safe, diverse, vibrant and innovative community with a unique character and high quality of life. The City fosters and supports a balance of economic, environmental, educational and cultural opportunities.

Intergovernmental Relations

The City of Flagstaff Intergovernmental Relations 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 assisted in the drafting and development of League Resolutions. Council adoption of the League resolutions, our identified priorities and guiding principles are incorporated as part of our legislative agenda.

The City Manager's Office coordinates an active legislative program focused on protecting the interests of our community and identifying resources available to enhance City services and programs. The City Council and City Manager's Office work closely with our legislative advocates in Washington, D.C., and Phoenix, as well as with the League of Arizona Cities and Towns to influence policy decisions that affect cities local control and local funding.

The 2016 Legislative Priorities provide a framework for the City of Flagstaff's Intergovernmental Program. Adopted annually, the City's Intergovernmental Guiding Principles and Legislative Priorities are the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

Federal and state legislative proposals and policies consistent with the City's Intergovernmental Guiding Principles and Legislative Priorities may be supported by the City. Those policies or proposals inconsistent with this agenda may be opposed by the City.

Guiding Principles

The City's Intergovernmental Relations Program is guided by the following principles:

1. The City of Flagstaff is governed by its **Charter**, which outlines the City's governmental structure, identifies jurisdiction and provides enabling authority for self-rule. Flagstaff's City Charter and all its amendments have been voted on and approved by a majority of voters.
2. The City of Flagstaff strongly promotes the protection, expansion and restoration of **local control** for cities and may support or oppose legislation based on whether it advances maximum local control by local governments.
3. The Flagstaff City Council adopts **City-wide goals and legislative priorities**. Advancing or defending goals of the City Council and adopted legislative priorities in effect during the current legislative session does not require additional Council action.
4. The City of Flagstaff understands it is in the public's interest to have government at all levels that is **transparent, deliberative** and **accountable** to its citizens. The City of Flagstaff also evaluates legislative action based on the City's ability to deliver public services, the impact to Flagstaff citizens and the financial costs to the City.
5. The City's membership in the **League of Arizona Cities and Towns** is a critical component of the Flagstaff's advocacy strategy. The City Council will participate in the League's annual priority-setting process.
6. The City of Flagstaff understands that **partnerships** that develop and maintain positive intergovernmental relations are essential for success and the vitality of our community. The City supports proposed legislation brought forth by our partners that advance common goals. Regional, state and federal partners may include*:
Regional Partners: Chamber of Commerce, Coconino County, Flagstaff Unified School District, Grand Canyon Trust, Greater Flagstaff Forest Partnership, Northern Arizona Council of Governments, Northern Arizona Intergovernmental Public Transportation Authority and Northern Arizona Municipal Water Users Association;
Statewide Partners: Arizona Department of Transportation, Arizona Game and Fish, Arizona State Land Department, Coconino Community College, Department of Veteran Services, Greater Arizona Mayors' Association, League of Arizona Cities and Towns and Northern Arizona University;
National Partners: Conference of Mayors, Federal Aviation Administration, National League of Cities and Towns, National Park Service, U.S. Army Corps of Engineers, U.S. Department of Transportation, U.S. Forest Service and other federal agencies; and
Tribal Partners: Including the Hopi Nation and Navajo Nation

** This is not an exhaustive list of City of Flagstaff partners*

State Priorities

Advocate to Expand and Protect Local Control

Flagstaff supports legislation that upholds and restores the principle of local government and reinforces the authority of the elected leaders of Flagstaff to respect and protect the priorities of its citizenry and respond to local challenges.

Advocate to Preserve Local Funding

Protect existing funding and authorities that bring revenue to the City of Flagstaff, which support the quality of life for its residents. Areas may include the protection of state-shared revenues and opposition to the imposition of new fees and unfunded mandates by any level of government that would increase costs to the City.

Flagstaff projects and legislative priorities

- Advocate for funding and building a **skilled nursing facility for veterans** in Flagstaff.
- Advocate for investing in **forest health** treatments on state-owned land in the Flagstaff region.
- Advocate for securing authority to place portions of the **Red Gap Ranch Pipeline** within Interstate 40 right-of-way.
- Advocate for investing in **economic development** efforts in the Flagstaff region.

Statewide issues important to Flagstaff

- Advocate against firearm legislation that will allow guns in public facilities.
- Advocate for reforming state pension systems to obtain greater flexibility in managing pension plans affecting municipal employees.
- Advocate for flexible financing authority for commercial entities for upfront investment capital in energy efficiency improvements to properties.
- Advocate for removing the \$2.5 million cap that allows the State's Housing Trust Fund to be fully funded through unclaimed property proceeds received by the State annually.

Federal Priorities

Advocate to Expand and Protect Local Control

Flagstaff supports legislation that upholds and restores the principle of local government, and reinforces the authority of the elected leaders of Flagstaff to respect and protect the priorities of its citizenry and respond to local challenges and opportunities.

Advocate to Preserve Local Funding

Protect existing funding and authorities that bring revenue to the City of Flagstaff, which support the quality of life for its residents. Areas included opposition to unfunded mandates by any level of government that would increase costs to the City.

Flagstaff projects and legislative priorities

- Advocate for increased authorization and funding the **Rio de Flag Flood Control Project**. Fully authorize this important community project and qualify for work plan construction funding in future years. Funding priorities for fiscal year 2016 include completing 100 percent design, completing final elements at the Clay Avenue Detention basin and environmental clean up and installation of rip rap at the Butler site.
- Advocate for leveraging the voter approved **Flagstaff Watershed Protection Project** funding with federal dollars to maximize investments into forest health, including resources for timber sale administration; Ensure that resources and funding continue to flow to important regional projects such as the Four Forest Restoration Initiative (4FRI), NAU Ecological Restoration Institute and other important forest restoration efforts outside of the 4FRI boundaries.
- Advocate for funding projects in the **Flagstaff Airport** five-year Capital Improvement Program.
- Advocate for releasing the Federal Government's **reversionary interests** on property sold to the City by the BNSF Railroad.
- Advocate for authorizing and funding **transportation improvements** in Flagstaff, including priorities identified in the Regional Transportation Plan.
- Advocate for for funding and building a **skilled nursing facility for veterans** in Flagstaff after the initial state funding has been approved and encourage the Department of Veterans' Affairs to prioritize the project.

Tribal Priorities

The City's Intergovernmental Relations Program is responsible for strengthening partnerships and advancing mutual goals between the City of Flagstaff and Native Nations. In addition to fostering relationships with tribal nations, key priorities this year include:

- Support implementation priorities of the Memorandum of Understanding between Navajo Nation Human Rights Commission and City of Flagstaff.
- Facilitation of annual meetings with tribal nations and collaborate on agenda development.
- Host the 2016 Mayors Summit in partnership with the Navajo Nation.

Policy Issue Submittal Form

Please use this form to submit your policy issue. The issue will be vetted by the relevant Policy Committee, and may become a formal Resolution, or may go on for further discussion with a non-legislative solution.

Guidelines

There are two types of resolutions: 1) Statements requesting a specific action, such as requesting that the Legislature enact a statute relating to a zoning issue; and 2) Statements of general policy direction, such as supporting increases for transportation funding.

Resolutions should be broadly applicable and advance our municipal goals. The resolutions process is designed for issues that impact a broad cross section of cities and towns. Single city/town issues are not generally part of the League's overall agenda.

Policy Issue

Please state the problem or issue you are trying to address.

Please state the solution you are promoting for your issue.

| NO. | 2016 PROPOSED LEAGUE OF CITIES & TOWNS RESOLUTION SUMMARIES | COUNCIL & STAFF COMMENT |
|-----|--|--|
| 1 | <p>PUBLIC SAFETY PENSION REFORM: 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>RESTORE ARIZONA HOUSING TRUST FUND. 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>ENERGY & CONSERVATION FINANCING DISTRICTS 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>Change ARS 32-144, Professions & Occupations, 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>STRENGTHEN EFFORTS OF CITIES AND TOWNS TO RETAIN LOCAL CONTROL. 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 Note: LEAGUE OF AZ CITIES & TOWNS Core Principle: <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> |

League of Arizona
Cities AND Towns



2016 MUNICIPAL POLICY STATEMENT

OVERVIEW

The 91 incorporated cities and towns of Arizona are responsive to their constituents and efficiently deliver the essential services their citizens demand through transparent operations, fiscal responsibility and long range planning. Cities and towns are where the majority of the state's population lives and works and where the economic vitality of the state thrives. This Municipal Policy Statement represents the 2016 policy priorities adopted to ensure cities and towns throughout Arizona continue to have the necessary tools to maintain high quality service delivery to residents and businesses.

CORE PRINCIPLES

The League of Arizona Cities and Towns is governed by two core principles: 1) Preserve local control, and 2) Protect shared revenue. Adherence to these principles is the foundation of all the League's efforts. We will support legislation that reinforces these principles, and oppose any that undermines them.

ECONOMIC DEVELOPMENT AND INFRASTRUCTURE

Cities and towns are at the forefront of economic vitality and growth. Incorporating these policies would advance financial success.

Legislative Priorities

- Preserve the Highway User Revenue Funds (HURF) allocated to Arizona cities and towns, and follow the statutory formula for its distribution.
- Foster economic development by allowing cities and towns to create financing mechanisms to invest in infrastructure and other improvements in designated areas.
- Create renewable energy and conservation financing districts for commercial properties on a voluntary basis.
- Authorize the creation of retention and detention basin improvement districts.
- Support funding to accelerate the design and construction of State Route 189 in ADOT's Five-Year Transportation Facilities Construction Program.

GOOD GOVERNANCE

Citizens expect local government to be fiscally stable, fair and reasonable in its enforcement, and efficient in its procedures. These concepts further enable municipalities to achieve those goals.

Legislative Priorities

- Support thorough reform of the PSPRS System that achieves the goals outlined by the League's PSPRS Task Force.
- Allow cities and towns to place reasonable balances on public record requests that are overbroad, abusive, or incessant.
- Make the requirements for annexation a more effective process, especially when property owners and municipalities are in agreement.
- Expand state licensure requirements and local enforcement authority for drug rehabilitation and recovery housing.

COMMUNITY INVESTMENT

Citizens want great places to live and thrive. Vibrant communities retain the people that live there, and attract new citizens as well.

Legislative Priorities

- Partner with cities and towns for the operation and maintenance of Arizona State Parks under long term leases.
- Restore the Arizona Housing Trust Fund and the Arizona State Park Heritage Funds.

FEDERAL ACTION

When all levels of government work together all levels of society can prosper. We call on the federal government to help our cities and towns continue to succeed.

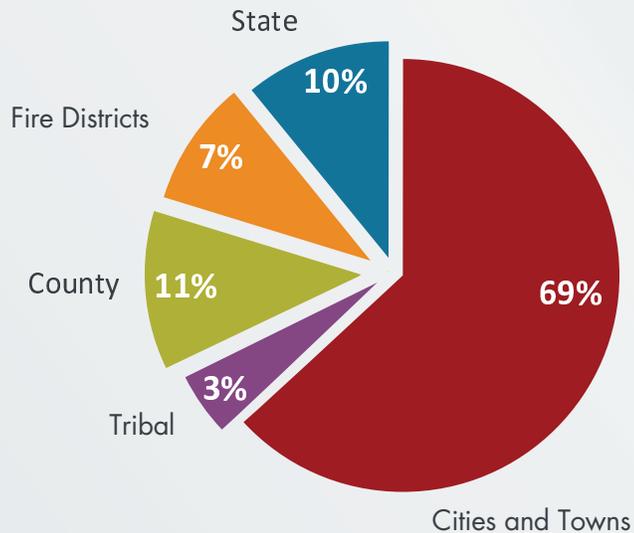
Legislative Priorities

- Urge Congress to compel the Federal Aviation Administration (FAA) to improve its communication with municipalities when studying changes to flight paths.
- Support the enactment of equal taxation of online retail purchases.
- Retain the tax exempt status for municipal bonds.
- Support Arizona's military installations.



FOR MORE INFORMATION: CALL 602-258-5786
VISIT: WWW.AZLEAGUE.ORG • TWITTER: @AZCITIES

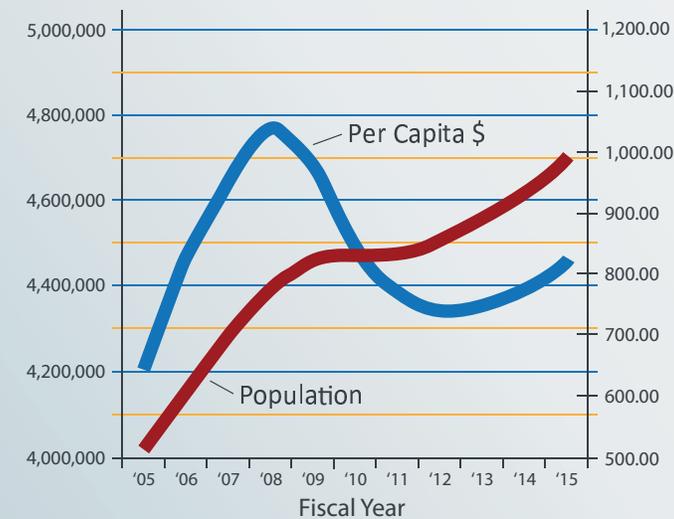
PSPRS MEMBERSHIP BY EMPLOYER



79% of Arizonans live in one of the state's 91 incorporated cities and towns.

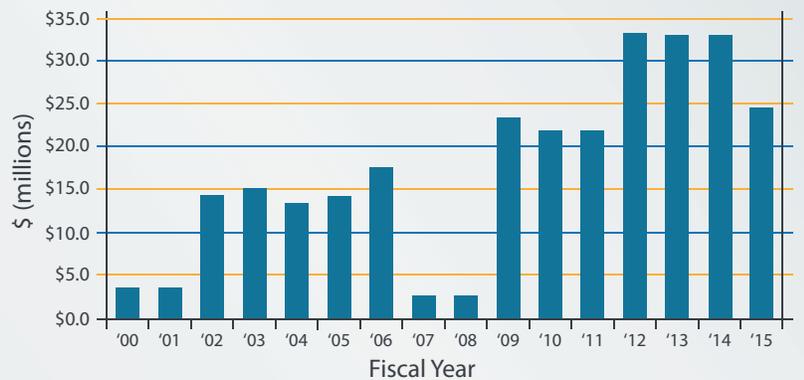
Cities: Average population up, spending down

Arizona's cities and towns are responsible stewards of taxpayer resources. Although average populations have grown by 6 percent, average spending per capita is now nearly 20 percent lower than it was before the recession.



Source: Budgets of 25 largest cities by population

HURF Transfers from Cities and Towns to DPS (2000 - Present)



League of Arizona

Cities AND Towns

FOR MORE INFORMATION: CALL 602-258-5786
 VISIT: WWW.AZLEAGUE.ORG • TWITTER: @AZCITIES

1
S Steve Pierce(R)
R Noel Campbell(R), Karen Fann(R)
Carefree, Cave Creek, Chino Valley,
Dewey-Humboldt, Peoria, Phoenix,
Prescott, Prescott Valley, Wickenburg

2
S Andrea Dalessandro(D)
R John C. Ackerley(R), Rosanna Gabaldon(D)
Nogales, Patagonia, Sahuarita,
South Tucson, Tucson

3
S Olivia Cajero Bedford(D)
R Sally Ann Gonzales(D), Macario Saldate(D)
Tucson

4
S Lynne Pancrazi(D)
R Charlene Fernandez(D), Lisa Otondo(D)
Buckeye, Gila Bend, Goodyear, San Luis,
Somerton, Tucson, Yuma

5
S Kelli Ward(R)
R Sonny Borrelli(R), Regina Cobb(R)
Bullhead City, Colorado City, Kingman,
Lake Havasu City, Parker, Quartzsite

6
S Sylvia Allen(R)
R Brenda Barton(R), Robert Thorpe(R)
Camp Verde, Clarkdale, Cottonwood, Flagstaff,
Holbrook, Jerome, Payson, Sedona, Snowflake,
Star Valley, Taylor, Tusayan, Williams

7
S Carlyle Begay(D)
R Jennifer Benally(D), Albert Hale(D)
Eagar, Fredonia, Page, Pinetop-Lakeside,
Show Low, Springerville, St. Johns, Winslow

8
S Barbara McGuire(D)
R Frank Pratt(R), T.J. Shope(R)
Casa Grande, Coolidge, Eloy, Florence, Globe,
Hayden, Kearny, Mammoth, Miami,
Superior, Winkelman

9
S Steve Farley(D)
R Randall Friese(D), Victoria Steele(D)
Marana, Oro Valley, Tucson

10
S David Bradley(D)
R Stefanie Mach(D), Bruce Wheeler(D)
Tucson

11
S Steve Smith(R)
R Mark Finchem(R), Vince Leach(R)
Casa Grande, Eloy, Marana, Maricopa,
Oro Valley, Tucson

12
S Andy Biggs(R)
R Eddie Farnsworth(R), Warren Petersen(R)
Chandler, Gilbert, Queen Creek

13
S Don Shooter(R)
R Darin Mitchell(R), Steve Montenegro(R)
Buckeye, El Mirage, Glendale, Goodyear,
Litchfield Park, Surprise, Wellton,
Wickenburg, Yuma

14
S Gail Griffin(R)
R David Gowan(R), David Stevens(R)
Benson, Bisbee, Clifton, Douglas, Duncan,
Huachuca City, Pima, Safford, Sierra Vista,
Thatcher, Tombstone, Tucson, Willcox

15
S Nancy Barto(R)
R John Allen(R), Heather Carter(R)
Cave Creek, Phoenix

16
S David Farnsworth(R)
R Doug Coleman(R), Kelly Townsend(R)
Apache Junction, Mesa, Queen Creek

17
S Steve Yarbrough(R)
R J.D. Mesnard(R), Jeff Weninger(R)
Chandler, Gilbert

18
S Jeff Dial(R)
R Jill Norgaard(R), Bob Robson(R)
Chandler, Guadalupe, Mesa,
Phoenix, Tempe

19
S Lupe Chavira Contreras(D)
R Mark Cardenas(D), Diego Espinoza(D)
Avondale, Phoenix, Tolleson

20
S Kimberly Yee(R)
R Paul Boyer(R), Anthony Kern(R)
Glendale, Phoenix

21
S Debbie Lesko(R)
R Rick Gray(R), Tony Rivero(R)
El Mirage, Peoria, Surprise, Youngtown

22
S Judy Burges(R)
R David Livingston(R), Phil Lovas(R)
Glendale, Peoria, Surprise

23
S John Kavanagh(R)
R Jay Lawrence(R), Michelle Ugenti-Rita(R)
Fountain Hills, Scottsdale

24
S Katie Hobbs(D)
R Lela Alston(D), Ken Clark(D)
Phoenix, Scottsdale, Tempe

25
S Bob Worsley(R)
R Russell Bowers(R), Justin Olson(R)
Mesa

26
S Pending legislative appointment
R Juan Mendez(D)*, Andrew Sherwood(D)*
Mesa, Phoenix, Tempe

27
S Catherine Miranda(D)
R Reginald Bolding(D), Rebecca Rios(D)
Guadalupe, Phoenix, Tempe

28
S Adam Driggs(R)
R Kate Brophy McGee(R), Eric Meyer(D)
Paradise Valley, Phoenix, Scottsdale

29
S Martin Quezada(D)
R Richard Andrade(D), Ceci Velasquez(D)
El Mirage, Glendale, Phoenix

30
S Robert Meza(D)
R Jonathan Larkin(D), Debbie McCune Davis(D)
Glendale, Phoenix



FOR MORE INFORMATION: CALL 602-258-5786
VISIT: WWW.AZLEAGUE.ORG • TWITTER: @AZCITIES

S - Senator
R - Representative

* Current legislators as of this printing 11/2/2015



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 05/04/2016
Meeting Date: 05/17/2016



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Nabours and Councilmember Evans to place on a future agenda a discussion on local preference in procurement and project delivery methods such as CMAR, Design/Build, Design/Bid/Build, etc.

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. Mayor Nabours and Councilmember Evans have requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is a majority of Council interested in placing it on a future agenda.

INFORMATION:

None

Attachments:

No file(s) attached.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Elizabeth A. Burke, City Clerk
Date: 05/04/2016
Meeting Date: 05/17/2016



TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Nabours to place on a future agenda discussion on an Expedited Permit Process for Green-Standard Building.

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. Mayor Nabours has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there is a majority of Council interested in placing it on a future agenda.

INFORMATION:

None

Attachments:

No file(s) attached.