Tuesday, June 11, 2019

NOTICE OF WORK SESSION AND EXECUTIVE SESSION OF THE COCONINO COUNTY BOARD OF SUPERVISORS

PURSUANT TO A.R.S. § 38-431.02

9:00 a.m. – 10:00 a.m. – A Quorum of the Board of Supervisors will tour the TGen Facility located at 3051 W. Shamrell Blvd. #106, Flagstaff, AZ, 86005

10:00 a.m. – Work Session
Approximately 12:15 p.m. – Executive Session
Work Session immediately following
Executive Session continues

SPECIAL NOTICE:

The Board of Supervisors will conduct the entire meeting day, beginning at 10:00 a.m., at Fort Tuthill County Park located at 2446 Fort Tuthill Loop, Flagstaff, AZ, 86005

The Board may change the order of the agenda at the time of convening the meeting or at any time during the meeting. Members of the Board of Supervisors will attend either in person or by telephone conference call. Work sessions and regular meetings are open to the public. Persons with a disability may request a reasonable accommodation by contacting the Clerk of the Board of Supervisors Office at 928-679-7144. Requests should be made as early as possible to allow time to arrange the accommodation.

Notice of Option to Recess in Executive Session

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Board of Supervisors and to the general public that, at this meeting, the Board of Supervisors may vote to recess into Executive Session, which will not be open to the public, with the County’s attorneys for legal advice and discussion on any item listed on the following agenda, pursuant to A.R.S. § 38-431.03 (A) (3).
Call to the Public for items not on the Agenda

After the pledge of allegiance, the Chairman will call on members of the public to speak on any item or area of concern not listed on the agenda. Items presented during the Call to the Public portion of the Agenda cannot be acted on by the Board of Supervisors. Individual Supervisors may ask questions of the public, but are prohibited by the Open Meeting law from discussing or considering the item among themselves until the item is officially placed on the Agenda. Individuals are limited in their presentations.

As a reminder, if you are carrying a cell phone, computer, two-way radio, or other sound device, we ask that you silence it at this time to minimize disruption of today’s meeting.

Call to Order:

Pledge of Allegiance:

Call to the Public:

Work Session:

1. Tour of Fort Tuthill County Park. Parks and Recreation

2. Presentation and discussion on the Kachina Village Improvement District and Coconino County Parks and Recreation Land Exchange at Harrenburg Wash in Kachina Village. Parks and Recreation

3. Presentation and discussion regarding an update on Coconino County Parks and Recreation Special Event and Frontiere Rules and Procedures. Parks and Recreation

Executive Session:

4. Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and to instruct its attorneys regarding the Board's position. Parks and Recreation

Work Session:

5. Presentation and discussion regarding Service and Space Reimagined, Capital Facility Financing. Finance
Executive Session:

6. Discussion of County Manager performance evaluation. Pursuant to A.R.S. 38-431.03 (A) (1), the Board of Supervisors may vote to enter executive session. Board of Supervisors

Adjourn:

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Coconino County Administration Building, 219 East Cherry Avenue, Flagstaff, Arizona, on this Date: ______________________ at ________________ am / pm (circle one) in accordance with the statement filed by the Coconino County Board of Supervisors with the Clerk of the Board. Dated this ________ day of _______________________, 2019.

_____________________________________
Lindsay Daley, Clerk of the Board
DATE: June 5, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Briehn, Parks and Recreation Director

SUBJECT: Tour of Fort Tuthill County Park.

BACKGROUND:

As part of the June 11, 2019 County Board of Supervisors meeting, Parks and Recreation Staff will give the Supervisors a tour of Fort Tuthill County Park. The tour will consist of visiting four alternative sites for a potential, permanent cell tower. In addition, Supervisors will see the new disc golf course, the latest phase of the bike park, and the Flagstaff Snow Park area. Additional points of interest that will be toured are the donated Lowell Observatory tank to be used as a rainwater collection system, the recent (fall of 2017) forest thinning project area, and the potential sites for a second City of Flagstaff well. Time permitting, other areas of the park may be visited.

PURPOSE OF THE PRESENTATION:

To allow the County Board of Supervisors an opportunity for Parks and Recreation Staff to provide a tour of Fort Tuthill County Park.

ALTERNATIVES:

The Board could elect to go on the tour at another time.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

1 - Staff Report
2 - FORT TUTHILL COUNTY PARK TOUR MAP
FORT TUTHILL COUNTY PARK TOUR
JUNE 11, 2019

- Thinning Results
- Tank
- Bike Park
- Snow Play
- City Well
- Disc Golf
Cellular Tower Alternative Sites and Discussion

1. Alternative 1 – This location is inside the Maintenance Yard and would provide good reliable outdoor service up to the Quad area. The Amphitheater may experience some service issues because of the large crowds and dense tree cover between the Amphitheater and the tower. Service inside buildings in the Quad area may be compromised, mainly download speeds because of the trees. This would be the least visible location and is consistent with existing uses i.e. a maintenance yard.

2. Alternative 2 – This location is at the north end of the Grandstand parking lot and south of the Maintenance Yard. This location would provide slightly better service to the Quad and Amphitheater than Alternative 1 because there are less trees in the way. The tower facility would be somewhat consistent with current uses i.e. a maintenance yard and parking lot.

3. Alternative 3 – This location, near the West Latrine would provide excellent service to the Quad area and inside the buildings as well as good service to the Amphitheater. This location would be very visible and is not consistent with the existing adjacent use, the campground. Space to construct the tower is also limited in this location and the tower facility could impact existing activities.

4. Alternative 4 – This location is inside a natural area between the roads leading to Luke Air Force Base Recreation and the Amphitheater. It probably offers the most reliable service to the Quad and Amphitheater area as compared to the other alternatives. It is somewhat visible from the Quad area, however, there are existing tall pine trees on site which would help blend in a simulated pine tree tower thereby mitigating some of the visual issues. Potential visual impacts to the historical water tower would need to be looked at.

Recreation Sites

During the tour, the Disc Golf Course, bike park, and snow play area will be visited.

Additional Sites of Interest

The tour will also include a visit to the sites proposed by the City of Flagstaff for a second well, the area that was thinned in the fall of 2017, and the tank that was donated by Lowell Observatory and which the County intends to utilize for rainwater collection.
DATE: June 5, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Briehn, Parks and Recreation Director

SUBJECT: Presentation and discussion on the Kachina Village Improvement District and Coconino County Parks and Recreation Land Exchange at Harrenburg Wash in Kachina Village. Parks an Recreation

BACKGROUND:

Coconino County and Kachina Village Improvement District (KVID) own adjoining properties off of Ancient Trail in Kachina Village. Kachina Village Improvement District's property bifurcates two parcels owned by Coconino County. The proposed, mutually beneficial land exchange would create a contiguous County-owned parcel and expand KVID's existing property (see Exhibit A).

PURPOSE OF THE PRESENTATION:

The purpose of this presentation is to discuss the land exchange, address questions and receive direction on whether or not to move forward with the transaction.

ALTERNATIVES:

The Board could elect not to pursue the land exchange.

FISCAL IMPACT:

There is no fiscal impact other than the purchase of legal descriptions for approximately $2,000, which is within capacity of the Parks and Recreation Department's budget.

ATTACHMENTS:

1 - Staff Report
2 - MAP
PORTION TO BE CONVEYED FROM KVID TO COCONINO COUNTY

PORTION TO BE CONVEYED FROM COCONINO COUNTY TO KVID

BOULDERS MARKING EDGE OF TRAILHEAD PARKING AREA
DATE:       June 5, 2019
TO:          Honorable Chair and Members of the Board
FROM:        Cynthia Nemeth-Briehn, Parks and Recreation Director
SUBJECT:     Presentation and discussion regarding an update on Coconino County Parks and Recreation Special Event and Frontiere Rules and Procedures.

BACKGROUND:

In the winter of 2018, with the support of the Board of Supervisors, the Parks and Recreation Department has taken on promoting and formally renting the Frontiere Property located at Rogers Lake. As this property is unique in nature and located in a remote location, specific rules regarding its use needed to be created to insure public safety and proper use of the facilities. In addition to creating Frontiere specific rules the Parks and Recreation Department took the opportunity to update the existing Special Events Rules and Procedures that were last updated in 2013.

PURPOSE OF THE PRESENTATION:

The purpose of this presentation is to inform the Board of Supervisors of the new rules and Procedures created for the Frontiere property and the revisions made to the existing overall Special Event Rules and procedures

ALTERNATIVES:

The Board may choose to move this presentation to another date.

FISCAL IMPACT:

There is no fiscal impact regarding this presentation

ATTACHMENTS:

1 - Staff Report
2 - POWERPOINT
3 - RULES AND PROCEDURES
Special Events and Frontiere Rules & Procedures Update

Coconino County Parks and Recreation

June 11, 2019
Background

- Frontiere is a remote and unique rental venue
- Because of its remoteness, specific rules and procedures have been created to help ensure safe and efficient operations of the property
- Take this opportunity to update existing rules and procedures and also add Frontiere-specific rules and procedures to existing document
General Updates

Cancelations and Refunds (Page 4)

- Added Force Majeure Clause
  - Common practice in facility and event space rental industry
  - Protects County against:
    - Natural disasters
    - Labor disputes
    - Utility failures
    - Other causes beyond control of County or the renter
- Re-schedule or refund if unable to find alternate dates
General Updates

Drones (page 8)

- Use of drones must be approved by CCPR before rental period.

- Any required licenses/permits for drone use must be obtained by renter prior to event.
Weather Policy (page 11)
- Renter assumes risk of inclement weather
- 12 hour notice to move event inside
- No refunds given due to inclement weather

Decorating (page 11)
- A decorating plan must be submitted and approved by CCPR.
Deposit (page 11)

- $1,500 refundable cleaning and security deposit
- Venue must be professionally cleaned
  - Renter may hire cleaning company or can request CCPR to hire cleaning company and have cost deducted from deposit
- Venue will be assessed after event and cleaning or damage charges (if any) will be determined at that time
Camping (page 11)

- The number of campers must be provided and approved by CCPR in advance. Camping is only permitted in approved locations.
- RV’s are restricted to designated RV sites only.
- Tent and/or vehicle camping is permitted only in designated locations.
**Fire Restrictions (page 11)**

- Fires only allowed in designated fire pit
- Unauthorized fires will result in forfeiture of deposit
- Renters must bring their own firewood
  - Cutting or gathering of wood on the property is prohibited
- Renter must abide by fire restrictions as defined in the Parks and Recreation Fire Restrictions Plan.
**Frontiere-Specific Rules and Procedures**

**Lighting (page 11)**
- All outdoor lighting must be approved by CCPR as part of the Special Event Permit process
- Commercial light towers are not permitted

**Electrical (page 12)**
- Electrical plan must be approved by CCPR as part of the Special Event Permit process
Parking / Shuttles (page 12)
- Parking allowed only in designated areas
- Shuttles are encouraged
  - Shuttle plans must be submitted and approved by CCPR

Restrooms (page 12)
- Restroom plan must be submitted and approved by CCPR
- Current conditional use permit allows for 18 overnight and 53 daytime users to utilize existing restrooms
Animals (page 12)

- Pets not allowed inside buildings (except service animals)
- All pets desired to be brought on-site (outdoors only) must get prior approval from CCPR as part of the Special Event Permit process

Trash (page 12)

- All waste must be managed and disposed of off-site by the renter
Frontiere-Specific Rules and Procedures

Event Cut Off Time (page 12)

- All activities must end by 10:00 PM

- Only the approved number overnight guests are allowed on-site after 10:00 PM
Discussion and Questions

PC Ryan Williams Photography
DEFINITIONS

Special Event – Any public or private gathering involving the use of Coconino County Parks and Recreation (CCPR) owned properties, and may include but not be limited to, any combination of the following activities: entertainment, dancing, music, drama, sports/athletics, craft/vendor booths, displays, amusement rides and activities, parades, admissions, entry fees, the sale or free distribution of merchandise and/or alcohol.

An Event Day - A day when event participants and/or spectators are engaged in activity at rented facilities. Activities may include but are not limited to: equestrian practices; warm-ups; concessions or merchandise sales; and entertainment. Events may occur between 7 a.m. and 10 p.m. unless otherwise noted in the contract.

Rental Period – The period of time during which a facility is occupied for the purposes of setting up for an event, the actual event and tearing-down after an event.

Event Season – The event season is the period of May 1 through September 30. Exceptions to this period of time may be made at the sole discretion of CCPR and after review and consideration of a Special Event Application.

First-time Events - A first-time event is an event that has never occurred at a CCPR owned facility or an event that has lapsed from occurring at a CCPR owned facility for one year or more.

Event Level 1 - An event for which a majority of these conditions are anticipated. Event will occur over a single or multiple-day period.
  • Event will bring in 2,000 or more people.
  • Admission or entry fees will be charged.
  • Food will be sold.
  • Alcohol will be sold or distributed.
  • Merchandise will be sold.
  • There will be live entertainment.
  • Extensive use of CCPR staff, equipment and facilities are required.
  • Event requires electricity and other utilities.

Event Level 2 - An event for which a majority of these conditions are anticipated. Event will occur over a single or multiple-day period.
  • Event will bring in 500 to 2,000 people.
  • Admission or entry fees may or may not be charged.
  • Food will be sold.
  • Alcohol will not be sold or distributed.
  • Merchandise will be sold.
  • There will be live entertainment.
  • Moderate use of CCPR staff, equipment and facilities are required.
  • Event requires electricity and other utilities.

Event Level 3 - An event for which a majority of these conditions are anticipated. Event will occur in a single day.
  • Event will bring in fewer than 500 people.
  • No admission or entry fees will be charged.
  • No food will be sold.
  • Alcohol will not be sold or distributed.
  • There may or may not be live entertainment.
  • Minimal use of CCPR staff and equipment and facilities is required.
  • Event may or may not require electricity and other utilities.
Renter Status and Security Deposits - CCPR facility rental applicants will be categorized into one of the following groups and assessed variable deposits:

1. **Good Standing Status**
   - Facility Renters who abide by CCPR contractual obligations and CCPR rules and procedures.
   - Facility Renters that leave facilities in a manner acceptable to CCPR.
   - Facility Renters that make payments by due dates.
   - Facility Renters that return all deposits.
   - Facility Renters in this standing will be assessed a refundable security deposit equal to 60% of the base rental fee.

2. **Probationary Status***
   - Facility Renters applying for a new event or who have never applied for an event with CCPR.
   - Facility Renters whose event has lapsed from occurring at a CCPR-owned facility for one year or more.
   - Facility Renters or events for which deposits were not returned the previous year due to facility damage.
   - Facility Renters or events for which deposits were not returned the previous year due to late payments.
   - Facility Renters or events for which deposits were not returned the previous year due to contract violations.
   - If the event is conducted as agreed to in the facility use contract, deposits will be returned and Facility Renters will be moved to “Good Standing” for their next event.
   - Facility Renters in this standing will be assessed a refundable security deposit equal to 100% of the base rental fee.

3. **Poor Standing Status***
   - Facility Renters applying for a new event or whose deposits were not returned for two consecutive events.
   - Facility Renters or events for which deposits were not returned for two consecutive events due to facility damages.
   - Facility Renters or events for which deposits were not returned for two consecutive events due to late payments.
   - Facility Renters or events for which deposits were not returned for two consecutive events due to contract violations.
   - If the event is conducted as agreed to in the facility use contract, deposits will be refunded and the event or Facility Renter may be moved to “Probationary” standing for the next event.
   - Facility Renters in this standing will be assessed a refundable security deposit equal to 200% of the base rental fee.
   - Requests for facility use by events or Facility Renters who rank in this category may be refused.

*Probationary or poor standing status is not exclusive to a specific event and may be assigned to a Facility Renter who hosts multiple events. For example, if a Facility Renter is put on probationary status after an event, the next event hosted by the same Facility Renter will incur probationary or poor standing facility fees and deposits or may be denied facility usage by the CCPR Director.

**Annual Events**
1. An annual event is an event that occurs each year at the same time of year (i.e., the third weekend of June.) If an event producer has established an annual event at CCPR facilities and consistently rates in “Good Standing”, that event producer will be given first-right-of-refusal to schedule that date the following year.
2. Exceptions to the first-right-of-refusal preference will occur if there are changes in facility condition; changes in the market for events, changes in emphasis for CCPR’s events, programs or services; or other factors making exercise of this preference desirable for the County.
3. If a current Facility Renter does not submit an Event Application for the following year by December 15, that renter’s event will be removed from the calendar leaving the dates open for others to reserve.
4. Applications for returning events will be taken up to one year in advance.

Updated: May 23, 2019
Page 2 of 13
APPLICATION & EVENT PROCESS

1. Special Event Applications and Event Management Plans shall be submitted to the Coconino County Parks & Recreation Department.

2. The deadline for submitting Event Applications for First Time events is 60 days for level 1 events; 45 days for level 2 events; and 15 days for level 3 events prior to requested event date(s). Event Applications exceeding these deadlines may be considered at the discretion of CCPR.

3. Move-in charges begin at the time event equipment (including event-related animals) arrive at the event site and/or personnel are on-site in preparation for the event. Move-out charges are incurred until all event equipment (including event-related animals) has been removed and facilities have been returned in compliance with CCPR standards.

4. Event Applications will be processed and the proposed event dates will be tentatively reserved. Applications will not be considered if they are incomplete, are submitted without an Event Management Plan, or without the $25 application fee.

5. In order to properly evaluate an event request, Applicants shall submit, with the Event Application, an Event Management Plan that includes a detailed illustration of the event area indicating the location(s) of equipment and activities. Event Management Plans submitted with insufficient detail will not be accepted. Submit illustrations on a map or an 8.5” X 11” sheet of paper/s. Maps of many CCPR facilities are available at www.Coconino.az.gov/ParkEvents.

6. Applications will be evaluated based on the Rental Events Criteria and Priority Rating.

7. After applications have been reviewed and approved, a Facilities Rental Contract will be issued. Events are not considered confirmed until a contract has been signed and fees and deposits received by CCPR. Until the event is confirmed, requested facilities may be rented to other applicants who comply with the application process. Facility Renters shall not promote events held at CCPR owned facilities without being in receipt of a signed and binding contract.

8. Facility Rental Fees and deposits are due no later than 60 days after receipt or upon receipt of contract if event is to occur within 60 days. If fees and deposits are not paid within the time frames herein specified the contract shall be canceled. Fees and deposits will not be accepted prior to issuance of Facility Rental Contract.

9. Special Event Liquor Licenses, Coconino County Sheriff’s Office Off-duty Officer Request Form (see Safety & Security and Alcoholic Beverages Sections for details) and proof of insurance are due 30 days prior to the first day of the event or upon receipt of contract if event is to occur within 30 days.

10. If Facility Renter anticipates CCPR staffing needs for equestrian arena preparations, electrical set-up and dismantling, etc., an estimated schedule is due no later than two weeks prior to event. Staffing needs not scheduled in advance will be charged a higher labor charge as noted on the Fee Schedule. Equestrian events must include an estimated watering and harrowing schedule for each day of the event. Submitting said schedule does not guarantee that CCPR staff and equipment will be able to do the work.

11. A pre-event walkthrough is required no later than two weeks prior to the event. CCPR does not guarantee desired facility preparations without having met with Facility Renter a minimum of two weeks prior to event. Preparation work not previously scheduled shall incur CCPR staff charges pursuant to the Fee Schedule.

12. A pre-event walk through is required just before the Facility Renter begins move-in to verify current condition of facilities.

13. A post-event walkthrough is required prior to the Facility Renter vacating the facility.

14. Upon successful completion of post-event walkthrough and payment of all event charges due to CCPR, Facility Renter shall receive security deposit refund.

15. Post-event charges are due 30 days after receipt of CCPR invoice.

APPLICATION EVALUATIONS & CONSIDERATIONS

1. At any time during the application evaluation process, the CCPR director may deny facility usage, regardless of an event’s classification within this system, if said event:

   a. Has caused safety concerns and/or has become damaging to the park’s facilities and/or natural resources. Concerns may arise from the growth of the event, changes in how the event is conducted, or the deterioration of facilities or the park’s resource base.
b. Can no longer be adequately supervised or supported by CCPR staff. CCPR staff are responsible for ensuring the protection of park resources and the safety of event participants and park users. Such situations may be created by the growth of the event, by changes in how the event is conducted, or by reductions or reassignments of CCPR staff.

c. Does not comply with CCPR’s Cost Recovery Policy. Such a situation may be created if an event has established a history of financial loss for CCPR, if proposed changes to an event make such a loss likely, or financial projections for first-time events indicate a loss to CCPR.

d. Has had a negative effect upon the recreation experiences of park users, or attendees of other events.

e. Construction projects.

f. Conflicts between proposed facility use and the facility’s intended purpose.

g. Cannot be safely accommodated in the requested facilities.

h. Violates the law.

i. Producer and/or Facility Renter fail to remit rental fees and deposits to CCPR within specified payment deadlines.

2. In the event of multiple rental requests for the same or adjacent dates, preference will be given to events that showcase local arts and culture; support the efforts of Coconino County non-profits, businesses, and residents; encourage participation by local residents; provide educational value; and/or are determined to be in the best interest of CCPR and the County.

3. CCPR, at its discretion, may elect not to schedule two simultaneous Level 1 events.

4. If an event application is denied, the Facility Renter will have ten business days to request reconsideration by the CCPR Director. The Director’s decision will be final.

5. Upon sole discretion of CCPR staff, a Performance Bond may be required. The dollar amount required will be based on the nature and scope of the event.

FACILITY RENTAL FEES AND DEPOSITS

1. User fees and deposits shall be charged pursuant to the Fee Schedule and are due no later than 60 days prior to the first day of event set-up. Any application submitted within 30 days of proposed event date, may or may not be approved by CCPR staff.

2. If approved by CCPR staff, fees and deposits may be paid less than 30 days prior to event and must be paid in cash, money order, travelers’ check, or credit card and received no later than two (2) weeks prior to event date(s). If fees and deposits are not received within two (2) weeks, contract may be cancelled.

3. All fees, security deposits, and key deposits will be deposited upon receipt. Deposits will be refunded when all contractual terms have been met and post-event billings deducted.

4. CCPR may require the use of a third-party ticketing agency for pre-sale and on-site ticket sales. In such instance, CCPR will receive ticketing revenues from the third-party, deduct fees due to CCPR, and transmit remaining revenues to the renter.

CANCELLATIONS AND REFUNDS

1. Cancellation notices shall be submitted in writing via email, fax or ground mail.

2. Facility Renters may decide up to twenty-four (24) hours prior to use to request a postponement of the event due to weather and reschedule for another available date during the same event season at no additional charge. CCPR is not obligated to provide an acceptable date to Facility Renters who postpone their event.

3. There will be no refunds due to inclement weather.

4. Facility rental fees shall be refunded for cancellations at the following rates:
   a. 100% - cancellations occurring 60 or more days prior to arrival date.
   b. 50% - cancellations occurring between 30 and 59 days prior to arrival date.
   c. 25% - cancellations occurring between 15 and 29 days prior to arrival date.
   d. Rental fees will be forfeited for cancellations made less than 14 days prior to arrival date.

FORCE MAJEURE

1. In the event either County or Renter is unable to perform its obligations under the terms of the Special Event Permit because of acts of God, strikes, failure of carrier or utilities, equipment or...
transmission failure or damage that is reasonably beyond its control, or any other cause that is reasonably beyond its control, County or Renter shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. In the event of a Force Majeure, CCPR and Renter agree to reschedule the event at a mutually convenient date and time and any deposit, prepayments and reservation fees shall be applied to the rescheduled event without penalty. In the instance that the event is unable to be rescheduled for mutual convenience date and time, all monies remitted to CCPR will be refunded to the Renter.

**FACILITY RENTER RESPONSIBILITIES**

**Garbage**
1. All litter and trash must be placed in trash receptacles and it is the Facility Renter’s responsibility to empty/maintain garbage cans throughout the event.
2. Garbage cans will be provided with one garbage bag in each container per event day. Additional garbage bags may be purchased from CCPR pursuant to the charges listed in the Fee Schedule.
3. Facility Renters are required to rent dumpsters of adequate size for the anticipated number of event attendees.
4. Facility Renters are responsible for proper disposal of hay and manure associated with participant and event-related animals.

**Facility Cleanliness**
1. Facility Renters are required to clean facilities to the satisfaction of CCPR during and immediately following the rental period.
2. Facility Renters who do not return facilities in the same or better condition than was received, shall be subject to CCPR labor charges specified on the Fee Schedule. CCPR may elect to contract outside labor for event clean-up and Facility Renter shall be invoiced for the cost of services plus CCPR administrative and labor costs associated with coordinating, supervising and administering such services.

**Restrooms**
1. Facility Renters are required to rent portable restrooms if CCPR facilities cannot accommodate the number of attendees.
2. Facility Renter must monitor and clean restrooms throughout the event. If restrooms are not adequately monitored and cleaned during an event, CCPR reserves the right to close restrooms to the public and assess the per hour cleaning fee as stated in the Fee Schedule for Facility Rentals.
3. If Facility Renter utilizes portable restrooms rented by CCPR, the Facility Renter will be responsible for the cost of additional servicing.
4. Below are required quantities of portable restrooms, based on event attendance and number of hours per event/day. If on-site restrooms facilities are rented, the number of portable restrooms required may be reduced:

<table>
<thead>
<tr>
<th>Number of Attendees</th>
<th>Number of Hours per Event/Day</th>
<th>ADA-Accessible Restrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 - 4</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>5-10</td>
<td>1</td>
</tr>
<tr>
<td>250</td>
<td>1 - 4</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>5-10</td>
<td>2</td>
</tr>
<tr>
<td>500</td>
<td>1 - 4</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>5-10</td>
<td>3</td>
</tr>
<tr>
<td>1,000</td>
<td>1 - 4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>5-10</td>
<td>6</td>
</tr>
<tr>
<td>2,000</td>
<td>1 - 4</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>5-10</td>
<td>24</td>
</tr>
</tbody>
</table>

Updated: May 23, 2019

Page 5 of 13
Safety and Security

1. Facility Renter must provide first aid and emergency medical coverage for all events as follows:

<table>
<thead>
<tr>
<th>PUBLIC ATTENDANCE</th>
<th># OF FIRST AID STAFF</th>
<th># OF FIRST AID STATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 – 1,000</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1,001 – 10,000</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>10,001 – 14,000</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>14,000 +</td>
<td>4</td>
<td>2 + standby ambulance</td>
</tr>
</tbody>
</table>

A First Aid Station is defined as a signed first aid area that is staffed throughout the entirety of an event with at least one CPR and first aid certified individual with appropriate equipment and supplies. The station must have capability of calling “911” in case of medical emergency.

2. Facility Renters must provide security and law enforcement. In consultation with the Coconino County Sheriff’s Office, CCPR reserves the right to increase or decrease security and/or certified law enforcement (AZ Peace Officer Standard Training Certification) officer requirements following review of the Special Event Application and Event Management Plan:

<table>
<thead>
<tr>
<th>TYPE OF ACTIVITY</th>
<th># OF SECURITY STAFF</th>
<th># OF LAW ENFORCEMENT OFFICERS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Low-risk activities</strong>: the risk is less than average. Low attendance activity (under 200). Food or alcoholic beverages are not sold. Usually a closed group or party without public participation.</td>
<td>1 security staff with police communication</td>
<td>Not required</td>
</tr>
<tr>
<td><strong>Medium-risk activities</strong>: the risk is average. Moderate amount of attendance (201 – 1,000) and/or food and non-alcoholic beverages are sold:</td>
<td>1 security staff with police communication</td>
<td>Not required</td>
</tr>
<tr>
<td>*Attendance 1-500..................................................</td>
<td>2 security staff with police communication</td>
<td>Not required</td>
</tr>
<tr>
<td>*Attendance 501 – 1,000........................................</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>High-risk activities</strong>: the risk is greater than average. High attendance (&gt;1,000) and/or food and beverages are sold, and/or alcoholic beverages are consumed or sold:</td>
<td>2 per 1,000 expected attendance</td>
<td>Two per 1,000 expected attendance.</td>
</tr>
</tbody>
</table>

3. Roles and Responsibilities for Events Serving or Selling Alcohol to the General Public:
   - A copy of the completed County Sheriff’s Office Off-duty Officer Request Form is required with Special Events Liquor License and both are due to CCPR no later than 30 days prior to the first day of the event.
   - Security staff monitors gates, checks IDs, and monitors the crowd. Event personnel may be designated as “security staff.”
   - Law enforcement officers ensure public safety by enforcing the law and arresting violators. In consultation with CCPR, the Coconino County Sheriff’s Office may approve the use of law enforcement officers from other public safety agencies or private security firms. For county employed law enforcement officers, call the Coconino County Sheriff’s Office at (928) 774-4523. See Alcoholic Beverages section for Facility Renter’s responsibilities and requirements.

4. Facility Renters may be required to provide crowd control and traffic control. Traffic control on U.S. Highway 89A must be performed by a certified law enforcement officer (AZ Peace Officer Standard Training Certification) and may be required by CCPR at the expense of the Facility Renter.

4. Coconino County Parks and Recreation may require the presence of safety and/or security personnel at non-event areas that may be affected by event participants.
Insurance
1. A certificate of insurance is required from Facility Renter for commercial general liability and liquor liability (if applicable). Certificates must name Coconino County as additional-insured, in an amount specified by CCPR and must be in effect for the duration of renter’s occupancy of the facility (including move-in and move-out dates).
2. Minimum insurance limits, as applicable, are:
   - $1,000,000 general aggregate
   - $1,000,000 products – completed operations aggregate
   - $1,000,000 personal and advertising injury
   - $1,000,000 per occurrence
   - $1,000,000 automobile liability (or non-owned automobile liability)
   - $1,000,000 liquor liability insurance (if applicable)
   - $1,000,000 fire damage (any one fire)
   - Statutory workers’ compensation and $500,000 liability for each accident
3. Additional insurance may be required after review of Event Application and Event Management Plan.

Event Vendors
1. Facility Renters must obtain and pay for all permits, licenses and approvals required to conduct events. It is the renter’s responsibility to ensure that vendors are compliant with City, County and state laws.
2. Facility Renters must purchase vendor permits from CCPR pursuant to the Fee Schedule.
3. Facility Renters are responsible for monitoring vendors’ permits, products, and merchandise. All items are subject to approval by CCPR.
4. Vendors storing food carts, trailers, etc. will be charged storage fees pursuant to the Fee Schedule.
5. Semi-trucks weighing more than 26,000 lbs. must receive CCPR approval before driving onto the Fairgrounds.

Decorations and Signage
1. Neat and professional event signage is required for all events. Signage location must be included on Event Management Plan and approved by CCPR.
2. Trail events must provide road and trail crossing signs and signs noticing the trail closure and/or that an event is in progress. Signs should be posted in areas that are visible to park and trail users.
3. Temporary roadside directional signs must be placed and removed the day of the event.
4. Banners or signs announcing events may be placed at the park no sooner than two weeks before an event and must be removed immediately following the event.
5. Nailing or stapling anything to walls, trees, or any other structure is prohibited.
6. Painters tape is the only approved tape for use to affix signs on CCPR property.
7. The use of paint or any permanent substance on CCPR facilities, roads, trails or trees is prohibited. Chalk may be used and must be cleaned up after the event is over.

Alcoholic Beverages
1. The sale, give-away or sampling of alcoholic beverages shall be permitted only with the approval of CCPR and after applicable liquor licenses are procured and security requirements are met.
2. Events selling alcoholic beverages are required to pay a percentage of gross revenue to CCPR pursuant to the Fee Schedule.
3. Facility Renters who choose to offer alcoholic beverages to the general public at their event shall:
   a. Obtain a Series 15 Special Event License from the Arizona Department of Liquor Licenses and Control – due 30 days prior to first day of event;
   b. Provide $1,000,000 liquor liability insurance, naming Coconino County as additional-insured;
   c. Abide by safety and security guidelines;
   d. Comply with all Coconino County Department of Health Services guidelines and permit requirements; and
e. Submit an accurate and detailed alcohol sales report to CCPR along with payment, as outlined in the Fee Schedule within thirty (30) days of the completion of the event.

4. Facility Renters who choose to offer alcoholic beverages at their event shall contact the Coconino County Sheriff’s Office and Arizona Department of Liquor Licenses and Control at least two (2) months prior to events to discuss Event Management Plans and safety precautions.

5. CCPR may elect to sell tickets for beverage redemption from renter or renter’s concessionaire. If CCPR makes this election, renter or renter’s concessionaires will sell beverages only for CCPR tickets and not accept cash.

6. Private events offering alcoholic beverages to their guests are not required to obtain a Special Event Liquor License.

Smoking and Campfires
1. Coconino County has a no smoking ordinance for public buildings, event seating areas, and queuing lines.
2. Campfires are permitted only in approved fire rings except during fire restrictions. Fires must be a minimum of fifty (50) feet away from structures.
3. Facility Renters are responsible for imparting and ensuring all smoking, campfire and, when appropriate, fire restriction rules are known to event participants, spectators and attendees.
4. A designated smoking section can be created during special events and must be on an improved, surface, free of any flammable materials.

Weapons
1. Weapons are prohibited except when they are an integral part of an approved event and used in accordance with the terms of the contract and applicable law.
2. The use of projectile propelling devices and launching rockets is prohibited throughout County Parks.

Drones
1. Use of drones must be approved by CCPR before rental period.
2. Any required licenses/permits for drone use must be obtained by renter prior to event.

Amplified Sound
Events with amplified entertainment must conclude activities by 10:00 p.m. Requests to extend such events beyond 10:00 p.m. must be approved in advance by CCPR. CCPR reserves the right to determine allowable sound levels.

Parking & Traffic Control
1. Parking fees shall be set by CCPR.
2. Traffic and parking control may be required at the sole discretion of CCPR. CCPR has sole authority to appoint traffic and parking control personnel and/or a parking management firm.
3. Event parking must occur in areas designated by CCPR.
4. CCPR may choose to charge and collect parking fees while events are occurring at the park. Parking fee collection points shall be located at all access points to the park. Facility Renters wishing to hold events concurrent with amphitheater and County-sponsored events may be subject to parking fees.
5. Revenue from parking shall be retained by CCPR or parking management firm as specified by CCPR.
6. Facility Renters may be required to contract for mass transit (i.e. bus service) as a means of reducing the amount of traffic into the park.
7. Facility Renter requesting event support services that require CCPR staff assistance after 4 p.m. will be charged for the hours staff is on-site and the services provided per the Fee Schedule.

Trails
1. Trails may be rented through CCPR for events conducive to trail use. Special event rules and policies will apply.
2. Trail closures due to events shall be noticed by CCPR no later than 14 days prior to the anticipated closure. Trail closure notices shall be posted on the County’s website, www.coconino.az.gov/parks.

3. Facility renters using and/or crossing trails shall bear the expense for damage, other than ordinary wear and tear, to CCPR trails caused by their activities.

4. A detailed route on the Event Management Plan must be submitted along with application.

5. Trail events must be conducted according to approved course and event specifications as presented in an event management plan, which is required from facility renters. Changes to trail course or the event must be submitted to CCPR at least two weeks in advance of scheduled event.

6. Facility Renters whose trail events cross roads must provide traffic control at each trail-road intersection.

7. Facility renters who have received CCPR approval to use and/or cross a trail for an event must place CCPR approved signs at all trail entrances if trail is to be closed to the public during such events.

8. Facility renters must provide the appropriate number of portable restrooms for estimated numbers of event attendees at approved staging areas.

9. Trail facility renters have the responsibility of inspecting the use areas and adjoining areas for dangerous trees, hanging limbs and other hazardous conditions that would pose a risk of injury to event participants. After inspecting the trail, facility renters must inform CCPR of any hazards so CCPR staff can remove them prior to the event.

10. CCPR reserves the right to cancel Special Event Contracts if rain or snow has softened the trail to such an extent that the event would cause serious damage to trail and/or event participants. CCPR reserves the right to close park facilities, including trails, for any matter concerning public safety. Facility renters may reschedule or be returned deposits and rental fees in the event of CCPR cancellation.

11. Facility renters must remove all event signage, flagging, chalk markings, and trash in order to receive deposit refunds. The use of spray paint is prohibited.

12. CCPR reserves the right to approve or deny any activity or event conducted on CCPR property.

**STAFFING**

1. CCPR will provide supervisory staff between the hours of 7 a.m. and 4 p.m. at no charge to the Facility Renter.

2. Given the nature of the event and the expected attendance CCPR will determine when and if supervisory staff is required after 4 p.m. If CCPR determines that event supervision is required, the Facility Renter will be charged for the number of hours worked by CCPR staff after 4 p.m. as posted on the Fee Schedule for Rental Facilities.

**PRE-EVENT**

1. Facility Renters requiring additional electric service must contact CCPR prior to event. Such services will be billed according to the current Fee Schedule.

2. Relocation of benches and garbage cans is the responsibility of the Facility Renter.

3. Relocation of bleachers and picnic tables (when available) is the responsibility of CCPR and must be requested by Facility Renter when submitting Event Application. Such services will be billed according to the current Fee Schedule.

4. Facility Renter will be charged for the staff time required to configure facilities differently than the established standard set for each facility.

5. Events will not be permitted to proceed unless Facility Renter attends the pre-event walk-through with CCPR staff prior to set-up. Event layout, set-up responsibilities, and schedules will be reviewed and finalized at the walk-through prior to event.

6. CCPR does not guarantee desired facility preparations without having met with Facility Renter a minimum of two weeks prior to event. Preparation work not previously scheduled shall incur CCPR staff charges pursuant to the Fee Schedule.

**DURING EVENT**

1. Facility Renter shall confine use of the facilities to that area under contract.

2. Renters or designees must be present during all hours of scheduled event.
3. Facility Renters are responsible for damage to facilities due to Facility Renter’s and event attendees’ use of facilities and are responsible for repair of damages to the satisfaction of CCPR. Facility Renters are responsible for damages to adjacent facilities if damages were caused by Facility Renter or Renter’s attendees. When applicable, adjacent facilities will be included in the pre- and post-event walkthroughs.

4. Facility Renters may not modify facilities or signs without prior approval from CCPR. Approved modifications must be done by or under the supervision of park staff and paid for by Facility Renter.

5. CCPR does not maintain dust control on park dirt roads. A Facility Renter may pay for dust control on the staff and water charges posted on the Fee Schedule.

6. Facility Renters shall report all accidents and/or injuries immediately to CCPR.

7. Facility Renters agree to abide by building capacity limits and parking limits.

8. Facility Renters shall comply with fire safety regulations.

9. Facility Renters shall ensure that event entertainers refrain from the use of profanity or objectionable behavior. CCPR will monitor event, has final authority over activities at events, and may shut down events if objectionable behavior exists.

10. Facility Renters are responsible for the behavior of their members and guests. Failure to follow rules may result in eviction or removal from the park.

11. Facility Renters shall require their attendees, vendors, contractors, and staff to obey all Coconino County rules, regulations, policies, and procedures, as well as all laws of the State of Arizona and the United States.

12. Nothing in these rules and policies shall prevent CCPR from making changes to events as deemed necessary.

POST-EVENT

1. Clean up shall be completed by 8:00 a.m. the day following the last day of rental period. When facilities are not rented by others the day following an event, clean up may be extended to 10 p.m. with advance approval from CCPR and shall be subject to additional daily move-out rental fees.

2. If CCPR is required to clean up after an event, the hourly cleaning fee posted on the Fee Schedule will apply and the total cost to clean the facility will be deducted from the security deposit. CCPR may elect to contract outside labor for event clean-up and Facility Renter shall be invoiced for the cost of services plus CCPR administrative and labor costs associated with coordinating, supervising and administering such services.

3. Security deposits may be retained if not all conditions of the contract are met.

EQUESTRIAN EVENTS

1. Arenas will be ready for equestrian use on the first paid rental day. Arena rental fees include one daily harrow and water. Move-in days do not include complimentary daily harrow and water.

2. Facility Renters are not allowed to use their own equipment or staff to harrow arenas. Water trucks are permitted and equipment operators must be pre-approved by CCPR staff and be in possession of appropriate licenses and insurance. If Facility Renters opt to use their own water truck and operator, they will be responsible for the cost of repairing damages to facilities including the arena surface. CCPR labor to repair damages will be charged in accordance with the Fee Schedule.

3. Trailers and vehicles must be parked a minimum of twenty (20) feet away from all barns. In order to alleviate congestion and provide for smooth traffic flow at the stables, a designated parking area for vehicles and trailers may be assigned by the Stable Manager or the CCPR Events Coordinator during times of high use.

4. Temporary stalls or corrals are not permitted in the stable area.

5. The Stables Fees and Rules apply. It is the Facility Renters responsibility to obtain, understand and ensure event participants, guests, and spectators comply with said rules.
FRONTIERE AT ROGERS LAKE
Weather Policy
1. Renter assumes any risk relating to the possibility of inclement weather. Frontiere at Rogers Lake is primarily an outdoor venue and renter agrees to take any necessary precautions in relation to the likelihood of inclement weather.
2. Any changes to pre-determined plans must be made at least 12 hours prior to the scheduled event.
3. There will be no refunds due to inclement weather.

Decorating
1. Any decorations, supplies, equipment, signs, handouts, or other items brought to the Property by the Renter must be removed at the end of the rental period. Do not use tape, push pins, nails or staples to secure signs or decorations.
2. All decoration plans shall be included in application site plan and approved by CCPR prior to decorating. Any damage occurring as a result of decorating shall be the responsibility of the Renter. Charges will be assessed based on the extent of the damage and deducted from the facility deposit or charged to the Renter if the deposit does not cover the full cost of repairs or replacements.

Deposit
1. There is a $1,500 cleaning and security deposit.
2. Renter may opt to have the Property professionally cleaned. Upon proof of professional cleaning i.e. a receipt and a post-event walk through with CCPR staff, the deposit shall be refunded.
3. If the Renter chooses not to have the venue professionally cleaned the actual cleaning cost will be deducted from the deposit by CCPR and utilized for cleaning services.
4. Any damages or additional fees will be withheld from the deposit.
5. If the post event charges (i.e. cleaning fees, damages or additional fees) exceeds the deposit amount, Renter will be charged for the remaining expense.

Camping
1. The number of campers must be provided to CCPR in advance.
2. Camping is only permitted in approved locations.
3. RV’s are restricted to designated RV sites only.
4. Tent and/or vehicle camping is permitted only in designated locations.
5. Please refer to camping map for locations and capacities.

Fire Restrictions
1. In Northern Arizona, we often experience fire restrictions; please consult with CCPR to discuss current fire restrictions and potential impacts.
2. Fires are only permitted in the CCPR approved fire pit. The only approved fire ring is located by the main house.
3. Renter may forfeit deposit if additional fire pits are constructed and/or utilized. All fire wood must be brought to the site by the Renter.
4. Gathering downed wood and cutting down trees or tree limbs is strictly prohibited, even if the tree is on the ground or appears to be dead.
5. Renter MUST bring in own supply of wood for campfire.
6. No fireworks, sparklers, Chinese lanterns or similar items.

Lighting
1. All lighting requests, no matter the scale, need to be included on the application site plan and approved by CCPR prior to the event.
2. Large lights such as portable construction light towers are not permitted. If in doubt, check with CCPR staff.
**Electrical**
1. The Frontiere property is a residential property and not built to accommodate large-scale event electrical needs.
2. An electrical plan must be submitted to CCPR. This will help determine if there is adequate power for event and ensure that the power is distributed properly.
3. Events may need to bring in portable generator(s) based on the power needs.
4. CCPR will not be responsible for inadequate electrical capacity.

**Parking / Shuttles**
1. Rogers Lake is a beautiful natural area and therefore parking is only allowed in CCPR approved areas. Any violation of this rule could result in a loss of deposit.
2. Please consult map for parking locations and plan for guest parking prior to their arrival.
3. Guest shuttles are permitted and encouraged to help minimize traffic and parking impacts.
4. Shuttle plans must be submitted to CCPR prior to the event and a representative from the shuttle company should be present at the pre-event walk through.

**Restrooms**
1. There is limited sewer capacity at the Frontiere Property. Because of this challenge, a restroom plan must be included in application and site plan. This is to ensure a successful event.
2. The appropriate number of portable restrooms must be provided to address the number of event attendees.
3. Any violation of the pre-approved restroom plan can result in loss of deposit or additional charges to the Renter.
4. The septic system can accommodate a total of 53 maximum daytime guests.

**Animals**
1. Pet owners are expected to clean up after their pets and stay in accordance with County leash law.
2. See Coconino County Ordinance No. 2007-03.
3. Pets are not permitted inside buildings.
4. Livestock not permitted on site.
5. All pets desired to be brought on site need to be included in event plan and must get prior approval by CCPR staff.

**Trash**
1. All waste must be managed and disposed of properly during the event and taken off site by the Renter. Renter is encouraged to contract with a waste management provider to bring in temporary receptacles.
2. Trash management services shall be at the expense of the Renter.

**Event Cut Off Time**
1. As a courtesy to neighbors in the surrounding area, all event activities must end by 10:00 pm.
2. Only the approved number of guests will be permitted on site after 10:00 pm and must adhere to the overnight rules.

**Overnight Rules**
1. The maximum number of overnight guests is 18 persons between the two residences. Additional overnight guests must be in CCPR approved camping locations.

*Any violations in rules may result in forfeiture of deposit.
*All other park rules still apply at Frontiere at Rogers Lake.
FAILURE TO COMPLY

2. Failure to abide by or violations of rules and policies may result in termination/cancellation of event or rental contract, eviction from the premises and loss of future rental privileges.
DATE: June 5, 2019

TO: Honorable Chair and Members of the Board

FROM: Cynthia Nemeth-Briehn, Parks and Recreation Director

SUBJECT: Discussion of purchase, sale or lease of real property and contract negotiations. The Board of Supervisors may convene in executive session pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) to discuss or consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and to instruct its attorneys regarding the Board's position. Parks and Recreation

RECOMMENDED MOTION:

Enter into Executive Session

BACKGROUND:

Background will be provided to the Board during executive session. Pursuant to Ariz. Rev. Stat. 38-431.03(A)(7) and (A)(4) the Board may discuss or consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property and to instruct its attorneys regarding the Board's position.
DATE: June 5, 2019

TO: Honorable Chair and Members of the Board

FROM: Mike Townsend, Finance Director

SUBJECT: Presentation and discussion regarding Service and Space Reimagined, Capital Facility Financing.

BACKGROUND:

Kurt Freund, Managing Director of RBC Capital Markets, will present to the Board on government financing of capital projects.

PURPOSE OF THE PRESENTATION:

This information ties into the discussions related to Service and Space Reimagined.

ALTERNATIVES:

The Board may decide not to have the discussion or have it another time.

FISCAL IMPACT:

There is no fiscal impact in having the presentation and discussion.

ATTACHMENTS:

1 - Staff Report
DATE:       June 5, 2019

TO:         Honorable Chair and Members of the Board

FROM:       Erika Philpot, Director of Human Resources

SUBJECT:    Discussion of County Manager performance evaluation. Pursuant to A.R.S. 38-431.03 (A) (1), the Board of Supervisors may vote to enter executive session.

RECOMMENDED MOTION:

Move to enter executive session.

BACKGROUND:

Background information will be provided during Executive Session.