

FINAL AGENDA

REGULAR COUNCIL MEETING
TUESDAY
JANUARY 7, 2020

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
4:30 P.M. AND 6:00 P.M.

4:30 P.M. MEETING

Individual Items on the 4:30 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 EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

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 for all.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. Consideration and Approval of Minutes: City Council Work Session of January 29, 2019 and Regular Meeting of February 5, 2019.

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

- A. Proclamation:** Human Trafficking Awareness Month
- B. Proclamation:** Mayor's Monarch Butterfly Pledge
- C. Recognition:** City Building Official Amy Palmer's Certified Public Manager Designation

7. APPOINTMENTS

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

- A. Consideration of Appointments:** Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring June 2022.

- B. Consideration of Appointments:** Water Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring December 2022.

8. LIQUOR LICENSE PUBLIC HEARINGS

- A. Consideration and Action on Liquor License Application:** Evan Anderson, "Drinking Horn," 108 E. Route 66, Series 19, Remote Tasting Room.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with no recommendation; or

3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- B. Consideration and Action on Liquor License Application:** Riant Robert Northway, "Vino Loco," 22 E. Birch Street #1, Series 7 (beer and wine bar) Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

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 Contract:** Cooperative Purchase Contract (2020-56) with Parkeon, Inc. DBA Flowbird for kiosk management and mobile payment software, utilizing a National Cooperative Purchasing Alliance Contract (05-19).

STAFF RECOMMENDED ACTION:

1. Approve a Cooperative Purchase Contract for the purchase of parking kiosks, an annual subscription for kiosk management and mobile payment software from Parkeon, Inc. DBA Flowbird (2020-56), under NCPA Contract (05-19) in an annual amount not to exceed \$125,000.
2. Authorize the City Manager to execute the necessary documents for the purchase of multi-space pay-to-park kiosks, the annual subscription for kiosk management and the mobile payment software from Flowbird.

- B. Consideration and Approval of a Grant Agreement:** between the City of Flagstaff and the Governor's Office of Highway Safety for the Arizona Traffic and Criminal Software (Az TraCS) Implementation.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the Grant from the Governor's Office of Highway Safety in the amount of \$61,002.00, for the Flagstaff Police Department to purchase equipment to operate the AZ TraCS software. The grant funds will also be used to purchase equipment (scanners and printers) to be installed in the patrol vehicles and a server to manage the software.

- C. **Consideration and Approval of Mitigation Assistance Agreement:** between the City of Flagstaff and Arizona Department of Emergency Management and Military Affairs for Raingauge Network Expansion.

STAFF RECOMMENDED ACTION:

Approve the Mitigation Assistance Agreement with the Arizona Department of Emergency and Military Affairs, Division of Emergency Management for State Emergency Council FY 19 grant funds in the amount of \$110,295 with a State share of \$82,721 and a City match of \$27,574.

10. **ROUTINE ITEMS**

- A. **Consideration and Adoption of Ordinance No. 2019-39:** An ordinance amending Section 1-07-001-0005, *Salaries*, of the Flagstaff City Code and establishing an effective date. *(An ordinance potentially changing City Council salaries.)*

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2019-39 by title only for the final time
- 2) City Clerk reads Ordinance No. 2019-39 by title only (if approved above)
- 3) Adopt Ordinance No. 2019-39

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 EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY

COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

12. **PLEDGE OF ALLEGIANCE**

13. **PUBLIC PARTICIPATION**

14. **CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA**

15. **REGULAR AGENDA**

- A. **Consideration and Adoption of Ordinance No. 2020-01:** An ordinance repealing part of Ordinance 2018-30 and amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to reestablish the Information Technology Division, reflect the prior abolishment of the Community Enrichment Division, and rename the Utilities Division to the Water Services Division in City Code.

STAFF RECOMMENDED ACTION:

At the January 7, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-01 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-01 by title only (if approved above)

At the January 21, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-01 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-01 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-01

- B. **Consideration and Adoption of Resolution No. 2020-01:** A resolution of the Flagstaff City Council authorizing Amendment No. Two to an Intergovernmental Agreement with the Arizona Department of Transportation for Construction of the Fourth Street /I-40 Bridge Replacement Project.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-01 by title only
- 2) City Clerk reads Resolution No. 2020-01 by title only (if approved above)
- 3) Adopt Resolution No. 2020-01

- C. **Approval of Change Order for the Minimum Wage Impact Study Professional Services Contract**

STAFF RECOMMENDED ACTION:

1. Approval of Change Order for the Minimum Wage Impact Study Professional Services Contract with Rounds Consulting Group, Inc.; and
2. Authorize the City Manager to execute the necessary documents.

Expanded Options and Alternatives:

1. Approve the Change Order as recommended. Approval will allow for timely completion of the study, including third party collaboration; or
2. Reject the Change Order and leave the original professional services contract as awarded. This would eliminate a third party collaboration at this time; or
3. Reject the Change Order and direct staff to procure services for an external review of the completed study. This would lengthen the period of time to complete the third party review and potentially add additional costs.

16. **DISCUSSION ITEMS**

A. Public Safety Development Fee Re-Adoption Update & Process

B. Development Fees

17. COUNCIL LIAISON REPORTS

18. FUTURE AGENDA ITEM REQUESTS

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

A. Future Agenda Item Request (F.A.I.R.) A Citizens' Petition requesting Council to seriously consider the effect of noise pollution on the quality of life in Flagstaff. They ask that Council address the unnecessary noise created when drivers intentionally modify a vehicle for the sole purpose of increasing their noise footprint.

B. Future Agenda Item Request (F.A.I.R.) A Citizens' Petition requesting that Navajo Road between Hopi Drive and Fort Valley Road have a sidewalk on the south side of the street with a standard 90 degree curb, while the north side of the street see replacement of roll curb in the exact location it is, with no sidewalk at all on the north side of the street. Further, the sidewalk on the south side will shift north to the greatest extent possible to preserve existing landscape and driveway parking to maintain the city-proposed road narrowing and on-street parking on both sides of the street.

19. CITY MANAGER REPORT

A. City Manager Report

B. Discussion and Direction: Council Visit to BNSF Headquarters in Fort Worth, Texas

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

21. 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 _____, 2020.

Stacy Saltzburg, MMC, City Clerk

4. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/03/2020
Meeting Date: 01/07/2020



TITLE

Consideration and Approval of Minutes: City Council Work Session of January 29, 2019 and Regular Meeting of February 5, 2019.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Work Session of January 29, 2019 and Regular Meeting of February 5, 2019.

EXECUTIVE SUMMARY:

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

INFORMATION:

Attachments: 01.29.2019.CCWS
02.05.2019.CCRM

CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 29, 2019
CITY HALL
211 W. ASPEN AVE.
6:00 P.M.

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held January 29, 2019, to order at 6:00 p.m.

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 work session, 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. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and Councilmember Whelan read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

3. **ROLL CALL**

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

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. 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 to have 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.

Deborah Harris addressed Council offering thanks for the Black History Month Proclamation. She invited Council to an upcoming event at the Murdoch Center on February 2, 2019 at 2:00 p.m.

5. Review of Draft Agenda for the February 5, 2019 City Council Meeting

Citizens wishing to speak on agenda items not specifically called out by the City Council may submit a speaker card for their items of interest to the recording clerk.

Councilmember Whelan requested the removal of her F.A.I.R. item 16A. At this point, Mayor Evans declared a conflict of interest and left the dais. Mr. Solomon explained that the Rules of Procedure allow for the removal of a F.A.I.R. item at this stage so long as there was no objection from Council to remove it.

Council was supportive of removing the item from the February 5, 2019 agenda.

At this time, Mayor Evans returned to the dais.

Councilmember Whelan asked for a definition of "income qualified" as part of item 14A. She indicated that an email or memo would be sufficient.

6. Black History Month Proclamation

Councilmember Odegaard read and presented the Black History Month Proclamation to Shannon Anderson on behalf of the Commission of Diversity Awareness.

7. Council Listening Tour - Healthcare Sector

Business Retention and Expansion Manager John Saltonstall introduced Fadi Sidani, Director of Marketing and Business Development at Rehabilitation Hospital of Northern Arizona, Gerald Hodges, Executive Director of Welbrook Transitional Rehabilitation, and Flo Spyrow, President and CEO of Northern Arizona Healthcare.

Mr. Sidani provided a PowerPoint presentation that covered the following:

REHABILITATION HOSPITAL OF NORTHERN ARIZONA

CONSTRUCTION SITE PHOTO
ARTIST RENDERING OF FACILITY
GRAND OPENING
UNIQUE FEATURES OF OUR BUILDING
PATIENT SPIDER GRAPH – STROKE
BUSINESS CHALLENGES
SUCCESES
WE ARE PASSIONATE PATIENT CAREGIVERS

Mr. Hodges then provided a PowerPoint presentation that covered the following:

WELBROOK TRANSITIONAL REHABILITATION
COMPREHENSIVE MEDICAL CARE PROGRAM
BEAUTIFUL SURROUNDINGS
INTENTION IS TO GET PEOPLE HOME
PROVIDE EFFECTIVE ARRAY OF SERVICES

Councilmember Whelan asked Mr. Hodges about the specific recruitment challenges they are facing. Mr. Hodges stated that the biggest challenge is finding and attracting registered nurses. They have been successful in attracting physical, occupational, and speech therapists.

Ms. Spyrow provided a PowerPoint presentation that covered the following:

NORTHERN ARIZONA HEALTHCARE YOUR HEALTHCARE PROVIDER
NAH ENTITIES
FMC SPECIALTY PROVIDERS
NAH SYSTEM
SERVICE REGIONS
NAH NEW ERA STRATEGIC PLAN
CHALLENGES
SUCCESS
MISSION VISION AND VALUES

Councilmember Whelan thanked each business for coming and presenting to Council about their work and vision for Flagstaff.

Vice Mayor Shimoni thanked the presenters for the hard work that they and their organizations do in the community. He asked about the types of outreach to the public about the costs of healthcare services to improve understanding. Mr. Sidani offered that they invite patients to call or come in to discuss their coverage and what their estimates may be for services that they are looking for. The one on one analysis is helpful. They are looking into other ways to access healthcare such as social media, tele-health, and other technologies that young people may be more comfortable with.

Ms. Spyrow stated that Flagstaff Medical Center is looking at making tools assessible online to help patients estimate the costs of their services.

Mayor Evans offered her appreciation for the presentations and for the work and services each of the agencies provide to the community.

Councilmember Odegard stated that there will be an onsite tour of all three facilities on the morning of Thursday, January 31, 2019.

8. LAUNCH Flagstaff Presentation

LAUNCH Flagstaff Partnership Director Paul Kulpinski introduced Steve Peru, Rene RedDay, and Dr. Robert Kelty who together provided a PowerPoint presentation that covered the following:

EXPANDING HIGH QUALITY PRESCHOOL IN FLAGSTAFF
WE BELIEVE THAT...
CRADLE THROUGH CAREER CONTINUUM
HIGH QUALITY PRESCHOOL PROGRAMS CAN:
OPPORTUNITY AND ACCESS GAP
THE ACHIEVEMENT GAP STARTS AT BIRTH
LETTER FLUENCY
PRESCHOOL ATTENDANCE
3RD GRADE READING LEVELS
FINDING COMMON STRATEGIES
ENROLLMENT IN EARLY CHILDHOOD PROGRAMMING
WE RECOMMEND THAT THE FLAGSTAFF COMMUNITY...
4-YEAR OLD CHILDREN BETWEEN 100-200% FPL
POTENTIAL PARTNERS
FAMILY ENGAGEMENT AND SUPPORT
TEMPE PRE
POTENTIAL RETURN TO FLAGSTAFF
STEPS TO SUCCESS
DISCUSSION

Councilmember Whelan asked Mr. Kulpinski to address the statement that is often received that education is not a city's business. Mr. Kulpinski stated that Kindergarten through grade twelve is funded by the state and then post-secondary education is funded both at the state and federal levels. The challenge is that there is not a coordinated infrastructure and gaps are forming. By bringing community partners together, solutions can begin to develop to address the gaps, it is more than just an educational problem.

Vice Mayor Shimoni stated that the mission of the City is to protect and enhance the quality of life for all and he sees this as a way to carry that mission forward. He asked if there are new school facilities for the program. Mr. Kulpinski explained that there is a relationship with existing schools and classrooms. There are a lot of different standards involved and some remodel of existing classrooms and facilities may be needed to bring them up to the proper standard for the pre-K environment.

Vice Mayor Shimoni also asked about any information about projections for need. Mr. Kulpinski stated that they are working to quantify what the need might be but they will not really know until program is open. What is known is that when a parent of a preschooler has the ability to have their child in all-day pre-school they have the ability to work and that is a great economic factor.

Councilmember McCarthy asked who would be administrating the program. Mr. Kulpinski offered that there are a variety of ways that it could be done. In Tempe, the city administers the program. It would begin with conversations with the city, county, and all other community partners; there are some models in Arizona that could be looked at for different types of configurations.

Councilmember McCarthy asked how the costs would be shared across the partners. Mr. Kulpinski stated that Tempe covered the base cost of the program and then leveraged those funds through partnerships with philanthropic agencies. They felt that without their level of input the community buy in may be difficult. It first comes down to making this a priority for Flagstaff and then fleshing out the details.

Councilmember Whelan offered that the City of Mesa uses CDBG funds to run their program. Another way of looking at it would be that it is an investment in workforce so economic development could share in it as well. Flagstaff is losing Head Start classrooms because of the increasing minimum wage and this type of program will help bridge that gap.

Mayor Evans stated that she would like to continue the conversations in the future and understand the other partners so there can be discussions about budget and contributions. The program would fit under the Council's economic development and social justice goals. She suggested that they invite the City of Tempe to come and speak with the Council about their program and how they implemented it.

Councilmember Aslan stated that it is an exciting prospect. He indicated that he would like to hear more about what the plan is going forward and how they will be measuring success. Mr. Kulpinski stated that there are some specific tools to measure student performance and in addition to looking at existing measurements there are also assessments and measurements that teachers are working with students on to get an impact on educational success.

Councilmember Odegard thanked Mr. Peru for the recent tour of the Pre-K facility at Killip School. He stated that the City of Flagstaff does provide funding to the education system currently; there is a service partner contract with FACTS, the Coconino Coalition of Children and Youth, as well as Flagstaff Unified School District. He looks forward to future discussions on the topic.

Councilmember Salas offered that coming from a developing country she is a firm believer in cradle to career programs. She would like to see all families have the opportunity to send their children to pre-school. She is supportive of continuing the conversation in the future.

9. State of Arizona Legislative Trip and State Legislative Priorities.

Interim Assistant to the City Manager Cliff Bryson introduced the City's State Lobbyist Richard Travis.

Ms. Goodrich stated that staff consolidated the Council priorities into seven legislative priorities with informational points added to each. A draft was provided to the Council for their review.

Mayor Evans asked that the Council review the list and provide a priority ranking to the City Manager.

A break was held from 7:44 p.m. through 7:49 p.m.

The following people addressed Council with regards to the State legislative priorities:

- Joe Shannon
- Sarana Riggs
- Joe Galli

The following comments were received:

- Advocate for stronger water quality and monitoring standards for uranium mining and opposing the transport of uranium.
- Include air quality in the resource protection section.
- Advocate for stricter regulations and guidelines on preventing nuclear contamination.
- Consider lobbying for increased social service funding.
- Advocate in support of HB2523 that allows any Arizona business to hire a full time student age 22 or younger, working 20 hours or less, at the federal minimum wage or higher.

Water Services Director Brad Hill stated that there may be some water related issues at the State legislature that are not part of the priorities just discussed. The City is a member of a number of state water advocacy groups that may want to bring legislation forward that is not directly part of the Council's priorities. If and when those items come forward he will bring them to Council for consideration to add to the current lobbying efforts if necessary.

10. Discussion of amendment to the Pine Canyon (formally known as Fairway Peaks) Development Agreement.

Planning Development Manager Alexandra Pucciarelli provided a PowerPoint presentation that covered the following:

AMENDMENT TO PINE CANYON
VICINITY MAP
BACKGROUND
2000 CONCEPT PLAN
2000 CONCEPT ELEVATION
2018 CONCEPT PLAN
D.A. INCONSISTENCIES

Mayor Evans asked the definition of condominium. Ms. Pucciarelli stated that it is defined air space that is owned; most people are familiar with a condo that is similar to

an apartment that you own.

Councilmember McCarthy asked what the maximum building height is under the current zoning. Ms. Pucciarelli stated that generally the maximum height is 60 feet, which architecturally relates to five stories.

Mayor Evans asked if the Development Agreement supersedes the ordinance or City Code. Mr. Solomon stated that the Development Agreement is essentially an ordinance that contains information that would require the Council to remain consistent with what is in it.

Mayor Evans asked the importance of Section 7 of the Development Agreement. Ms. Pucciarelli offered that because it says that the developer shall develop in a particular way and it does not reference condominiums. It only lends to what was perceived or proposed at the time, there is no binding specifics.

Ms. Pucciarelli concluded the presentation.

CONDOMINIUMS VS. APARTMENTS

The following individuals addressed Council with regards to the Pine Canyon Development Agreement amendment:

- William Frey
- Dr. Justin Dallacqua
- Bob Burch
- Mary Norton
- Xiao Me
- Mark Aspey

The following comments were received:

- It sounds like the developers found a loophole in the Development Agreement; the Council needs to fight for the existing environment and keep the buildings below 60 feet.
- Parking will be a huge issue and traffic has not been addressed.
- The safety of the children living in the neighborhood will be compromised.
- This development is not compatible with the families and professionals who live in Pinnacle Pines.
- The project should be blocked entirely.
- The developer is trying to pound a square peg in a round hole; this is not multi-family housing it is student housing.
- Before the project moves forward the Council needs to reevaluate the zoning.
- The original intent in the Development Agreement was for condominiums; student housing is not what the City agreed to in this agreement.
- There is no walkability, connectivity, or activity centers and these 702 students will need a car to get around.
- There will not be enough parking and that burden will end up in the surrounding neighborhood.
- A traffic study should be completed before anything is decided.
- The most responsible thing for the Council to do is to deny the amendment.

- This development will have a significant impact to Pinnacle Pines.
- The City should not review an amendment to the Development Agreement without knowing what the development looks like.

Written comment cards in opposition to the amendment of the Pine Canyon Development Agreement were submitted by the following:

- Sheryl and Ken Dawson
- Leslie Weigt
- Robert Weigt
- Christine Banker
- Michael Banker
- Se Yu
- Bill Sandercock
- Irma Sandercock
- Dr. Patricia Jones Cowan
- Tom Florman

Councilmember Salas asked when a site plan would be seen by the Council.

Ms. Pucciarelli stated that the process is to first submit a concept plan application. The developer has done that it has been reviewed by staff and conditionally approved. The next step is for the developer to submit a site plan application. They have up to a year to submit.

Vice Mayor Shimoni stated that he has concerns about the project. He would like to do some negotiation and find a compromise that works for everyone. He requested information about projects that do not do a one to one on their rooms. He suggested possibly partnering with NAIPTA to provide bus passes to residents and he indicated that he would like to see affordable and attainable multi-family housing addressed with the project.

Mayor Evans stated that if there will be discussion about opening the Development Agreement for review, she would like to see the inclusion of workforce housing. She would also like to understand how they address dark skies and resource protection. She would like the community to weigh in on possible points that the neighborhood thinks could be negotiated and what those would look like.

Councilmember Odegaard stated that student housing does not meet the intent of the Development Agreement. The intent was condominiums and with condos come ownership not rentals.

Councilmember McCarthy stated that he would like to see staff try to negotiate with the developer to address some of the concerns. He indicated that he is supportive of flexibility in building height.

Councilmember Salas stated that she would like to hear more about the concerns about environmental impacts, traffic, parking, public safety, and solid waste. She ultimately would like to see common ground that both the developer and private community can live with.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to continue the meeting in accordance with the Council Rules of Procedure.

Vote: 6 - 1

NAY: Councilmember Jim McCarthy

11. Community Development Block Grant (CDBG) introduction & Council's CDBG priority setting for the next two years.

Housing and Grants Project Manager Leah Bloom provided a PowerPoint presentation that covered the following:

2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROCESS
WHY ARE WE HERE TONIGHT?
CDBG OVERVIEW
WHAT IS COMMUNITY DEVELOPMENT BLOCK GRANT?
WHY DOES THE CITY OF FLAGSTAFF RECEIVE CDBG MONEY?
WHAT HAS CHANGED IN RECENT YEARS?
ALLOCATION OVER THE YEARS
HOW DOES THE CITY ACCESS THE FUNDS?
5 YEAR CONSOLIDATED PLAN GOALS
HOW CAN THE CITY SPEND THE MONEY?
PRIMARY AND NATIONAL OBJECTIVE
BENEFITING LOW TO MODERATE INCOME PERSONS
LIMITED CLIENTELE
HOUSING ACTIVITY
AREA BENEFIT
JOB CREATION/RETENTION ACTIVITIES
HUD ANNUAL FUNDING CAPS
CITY CONTRACT REQUIREMENTS
PUBLIC SERVICE – 15% CAP
CRITERIA FOR USE OF CDBG FUNDS
HOW ARE FUNDS DISTRIBUTED?
PROPOSAL PROCESS
REQUESTED DIRECTION – CDBG PRIORITIES

Vice Mayor Shimoni stated that he would like to understand where the biggest impact has been. He would like to see homelessness as the number one priority with housing assistance as number two.

Ms. Bloom stated that the priorities have generally stayed the same over the past few years; the prioritization for CDBG funding comes from the consolidated plan to make sure goals are achieved and are meeting the needs of the community. There have been some smaller projects that have made huge impacts in the community as well as larger ones. Last year \$200,000 was allocated toward the expansion of the homeless shelter.

Councilmember Whelan stated that she would like to see if CDBG funding could be used for LAUNCH and education programming.

Councilmember McCarthy stated that he would like for the support of the homeless shelter to stay on the list.

Councilmember Aslan indicated that it is important that the priorities are looked at through the lens of the Climate Action and Adaptation Plan. Looking for areas to encourage green practices in housing construction, reducing utility and maintenance costs, and using those funds to help reduce those front-end costs. He also expressed a desire to keep homelessness as a high priority.

Ms. Bloom offered that the owner-occupied rehabilitation program is in line with energy conservation and the program is highly successful. Now is the time to add additional goals if that is the Council's desire. She added that the three existing goals have been highly successful in the past which is why they have been consistent over the last four to five years.

Mayor Evans stated that she is happy with the existing goals and would like to add the education component.

Councilmember Salas suggested adding education, workforce development, and early childhood development to the list of goals.

Council agreed to keep the existing priorities and add workforce development, education, and early childhood development.

12. Public Participation

None

13. Informational Items To/From Mayor, Council, and City Manager; future agenda item requests

Councilmember Whelan stated that she and Ms. Goodrich attended the 14th annual Trends Day. The event reported that 87% of job loss is due to growth inefficiency and technology; investment in education and training will be paramount. The importance of place was another focus of the conference; planning for how the city should look as it grows is important.

Councilmember Whelan requested a F.A.I.R. item to discuss forming a committee of two Councilmembers and staff to look at the I-40 corridor lands and Red Gap Ranch for economic development opportunities and give direction for economic development and land use.

Councilmember McCarthy stated that he met with the FMPO to discuss their current work program.

Councilmember Aslan stated that he attended the Coconino Plateau Water Advisory Committee meeting. He indicated that it was a great meeting with a presenter from Prescott who is interested in turning the Verde River into a recreation area.

Councilmember Odegard stated that he is looking forward to the business listening tour scheduled on Thursday, January 31, 2019 at 9:00 a.m. to tour the three businesses that presented tonight.

Councilmember Odegard requested a CCR on rooming and boarding.

Councilmember Salas reported that she attended her first FMPO meeting; there is a new Executive Director developing a new operating standard and financial plan. She also reported that she met with the Flagstaff Leadership Alliance to discuss business in Flagstaff. She challenged the Alliance to quantify the barriers for business success in Flagstaff and identify solutions for consideration at the Council level.

Councilmember Salas also met with the Northern Arizona Interfaith Council and restated her commitment to continued transparency. She expressed her appreciation of the existing efforts with the City website; there is so much information online.

Ms. Goodrich reported that Flagstaff Police Officer Mike Hutchinson received the Officer of the Year award. She also recognized Interim Deputy City Manager Kevin Treadway who will be celebrating 32 years of service with the City of Flagstaff on Friday.

Ms. Goodrich also reported that an Indigenous Coordinator has been hired, her name is Catherine Esquivel and she will be starting next week. Her first priority will be establishing relationships in the community and tribal outreach.

Mayor Evans stated that there are discussions occurring with the new owners of the Catholic School across the street from the new Courthouse about a parking garage and the possibility of partnering with them for use of the facility.

14. Adjournment

The Flagstaff City Council Work Session of January 29, 2019, adjourned at 10:47 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 5, 2019
CITY HALL COUNCIL CHAMBERS
211 WEST ASPEN
4:30 P.M. AND 6:00 P.M.

MINUTES

1. CALL TO ORDER

Mayor Evans called the meeting of the Flagstaff City Council held February 5, 2019, to order at 4:30 p.m.

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.

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI (arrived at 4:32 p.m.)
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

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 for all.

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

- A. **Consideration and Approval of Minutes:** City/County Joint Work Session of March 12, 2018; City Council Work Session of May 8, 2018; City/County Joint Work Session of May 21, 2018; City Council Special Work Session of May 12, 2018; City/County Joint Special Meeting/Work Session of June 4, 2018; Special Meeting (Executive Session) of August 27, 2018; Special Meeting (Executive Session) of October 9, 2018.; Special Meeting (Executive Session) of October 16, 2018; Special Meeting (Executive Session) of October 30, 2018; Special Meeting (Executive Session) of November 13, 2018; Special Meeting (Executive Session) of November 20, 2018; Special Meeting (Executive Session) of November 27, 2018; Special Meeting (Executive Session) of December 4, 2018; Special Meeting (Executive Session) of December 11, 2018; Special Meeting (Executive Session) of January 8, 2019; Special Meeting (Executive Session) of January 22, 2019; and Special Meeting (Executive Session) of January 29, 2019.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the minutes of the City/County Joint Work Session of March 12, 2018; City Council Work Session of May 8, 2018; City/County Joint Work Session of May 21, 2018; City Council Special Work Session of May 12, 2018; City/County Joint Special Meeting/Work Session of June 4, 2018; Special Meeting (Executive Session) of August 27, 2018; Special Meeting (Executive Session) of October 9, 2018.; Special Meeting (Executive Session) of October 16, 2018; Special Meeting (Executive Session) of October 30, 2018; Special Meeting (Executive Session) of November 13, 2018; Special Meeting (Executive Session) of November 20, 2018; Special Meeting (Executive Session) of November 27, 2018; Special Meeting (Executive Session) of December 4, 2018; Special Meeting (Executive Session) of December 11, 2018; Special Meeting (Executive Session) of January 8, 2019; Special Meeting (Executive Session) of January 22, 2019; and Special Meeting (Executive Session) of January 29, 2019.

Vote: 7 - 0 - Unanimously

5. **PUBLIC PARTICIPATION**

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

Sustainability Manager Nicole Antonopoulos announced that the City's Sustainability Section has received the Arizona Forward Award of Excellence for the Master Recycler Program. There are 20 to 30 new volunteers added annually and there is a new course scheduled for this year. Master Recyclers have helped many local businesses be successful in their recycling efforts. She recognized Sustainability Specialist Dylan Lenzen for all his work in starting the Program.

Eli Chamberlain addressed Council offering thanks for their unanimous decision to approve the Climate Action and Adaptation Plan. He spoke about the City's energy rebates for making energy efficiency improvements in their homes and the willingness of the public to make these improvements when there are rebates available. He requested that the Council increase the rebate fund budget to \$80,000 as requested by the Sustainability Section.

Ms. Goodrich introduced the City's new Indigenous Coordinator Catherine Esquivel. Ms. Esquivel addressed Council stating that she gratefully and humbly accepts the position to be a liaison between the City of Flagstaff and the indigenous community. She thanked the Council for creating the position and she looks forward to serving the community.

Deputy City Clerk Stacy Fobar addressed Council requesting that they reach out to their networks and connections to encourage citizens to apply and participate in the City's various boards and commissions.

6. **APPOINTMENTS**

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

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

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegard to reappoint Jean Toner to a term expiring September 2021.

Vote: 7 - 0 - Unanimously

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy to appoint Alyssa Ashley to a term expiring September 2021.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Adam Shimoni to appoint Pamela Malone to a term expiring September 2020.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegard to appoint Daniel Williamson to a term expiring September 2020.

Vote: 7 - 0 - Unanimously

B. Consideration of Assignments: City Council Liaison Assignment to the Census Oversight Committee

Comprehensive Planning Manager Sarah Dechter stated that the committee is looking for one or two Councilmember representatives to review spending and budgeting and assist with the outreach for the upcoming census. The meetings would be quarterly beginning in the next six weeks.

Vice Mayor Shimoni and Councilmember Whelan expressed interest in participating and Council agreed to their participation.

7. LIQUOR LICENSE PUBLIC HEARINGS

Mayor Evans opened the public hearing for both applications.

Sgt. Collin Seay addressed the Council with a brief explanation of the licenses.

There being no public comment, Mayor Evans closed the public hearing.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Jamie Whelan to forward both applications to the State with a recommendation of approval.

Vote: 7 - 0 - Unanimously

A. Consideration and Action on Liquor License Application: Edward Talkington, "Pay N Take", 12 W. Aspen, Series 07 (Beer and Wine Bar), Person Transfer.

B. Consideration and Action on Liquor License Application: Cecily Clift-Maniaci, "Grand Canyon Spirits", 982 Fort Valley Road., Series 07 (beer and wine bar), Person Transfer.

8. ROUTINE ITEMS

A. Consideration and Adoption of Resolution No. 2019-04: A resolution authorizing the Mayor to sign the Global Covenant of Mayors for Climate & Energy Pledge.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Austin Aslan to read Resolution No. 2019-04 by title only.

Councilmember Whelan asked if the City will meet the six actions and if there is anything additional that needs to be done. Sustainability Manager Nicole Antonopoulos stated that the pledge only requires that the City commit to the six requirements and all six are included in the Climate Action and Adaptation Plan (CAAP).

Vice Mayor Shimoni expressed his excitement for the City's participation in the Pledge and he is excited to see the City continue to take further steps to achieving the goals in the CAAP.

Councilmember Aslan stated that he is also excited about the Pledge. He emphasized that he wants the City to be ambitious and aggressive in meeting the goals of the CAAP and that will involve some difficult decisions for Council in the coming years.

Vote: 6 - 1

NAY: Councilmember Charlie Odegaard

A RESOLUTION FOR THE CITY OF FLAGSTAFF TO JOIN THE GLOBAL COVENANT OF MAYORS FOR CLIMATE & ENERGY AND COMMIT TO IMPLEMENT MEASURABLE CLIMATE AND ENERGY INITIATIVES.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2019-04.

Vote: 6 - 1

NAY: Councilmember Charlie Odegaard

9. Presentation of City Manager Awards

Ms. Goodrich addressed Council and provided information regarding the City Manager Award nominees. There were 38 nominations and 11 awards. She recognized the following individuals/teams:

Fremont – Teamwork

Recreation Program Coordinator Dan Carrick, Public Works

Fremont – Accountability

Streets Manager Richard Hearne, Public Works

Fremont – Communication

Wastewater Treatment Manager Jim Huchel, Water Services

Fremont – Quality

Administrative Specialist Adela Eschelbacher, Fire Department

Fremont – Leadership

Police Officer Matt Thompson, Police Department

Agassiz – Teamwork

TeamWELL:

Sustainability Manager Nicole Antonopoulos, Public Works

AARF Specialist Joel Barnett, Economic Vitality

Housing Services Specialist Cherise Barreto-Aguilar, Community Development

Parking Enforcement Aide Gail Brockman, Economic Vitality

Support Services Manager Jennifer Brown, Police Department

Human Resources Analyst Jennifer Caputo, Human Resources
Management Analyst Lisa Deem, Water Services
Firefighter Kyle Denham, Fire Department
Human Resources Supervisor Jessica Foos, Human Resources
Solid Waste Director Todd Hanson, Public Works
Library Circulation Attendant Theresa Huerena, Economic Vitality
GIS Administrator Kim Istok, Management Services
Water Conservation Specialist Audrey Kruse, Water Services
International Travel Trade Manager Cherri Lamont, Economic Vitality
Associate Planner Genevieve Pearthree, Community Development
Parks Supervisor Emry Pensinger, Public Works
Recreation Coordinator Jacqueline Richwine, Public Works
City Clerk Stacy Saltzburg, Administration
Firefighter Paul Sanders, Fire Department
Volunteer and Event Coordinator Maggie Twomey, Public Works
IT Administrator Beth Verstrate, Management Services
Senior Assistant City Attorney Anja Wendel, City Attorney's Office
Library Clerk Alisa Wenker, Economic Vitality

Agassiz - Accountability

Streets Supervisor Mike Stress, Public Works

Agassiz – Communication

Interim Planning Director Tiffany Antol, Community Development

Agassiz - Quality

CVB Director Trace Ward, Economic Vitality

Agassiz - Leadership

Housing Director Sarah Darr, Community Development

Humphrey Award

Senior Project Manager Adam Miele, Public Works

RECESS

The 4:30 p.m. portion of the February 5, 2019, Regular Council Meeting recessed at 5:09 p.m.

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

Mayor Evans reconvened the Regular Meeting of February 5, 2018, at 6:00 p.m.

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).

10. ROLL CALL

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

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN

Others present: City Manager Barbara Goodrich; City Attorney Sterling Solomon.

11. PLEDGE OF ALLEGIANCE

The Council and audience recited the pledge of allegiance.

Mayor Evans announced that item 15A regarding Pine Canyon Fairway Peaks has been withdrawn by the property owner. She announced that item 15B regarding legislative priorities has been moved to the Budget Retreat on February 7, 2019 and that item 17A, a F.A.I.R. item from Councilmember Whelan, has been withdrawn as well.

12. PUBLIC PARTICIPATION

Emily Renn addressed Council asking them to consider a resolution against wildlife killing contests in the Flagstaff vicinity.

Joe Farnsworth addressed Council also urging them to consider a resolution against wildlife killing contests.

Written comment cards in support of a resolution against wildlife killing contests were submitted by Gaylene Soper and Deborah DeWolfe.

13. CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA

None

14. PUBLIC HEARING ITEMS**A. Public Hearing: 2018 Biennial Development Impact Fee Audit**

Mayor Evans opened the public hearing.

Management Services Director Rick Tadder stated that the public hearing is required under ARS 9-463.05 which governs the assessment, collection, and reporting of development fees. The statute was amended in 2011 and the City established development fees that conformed to the new requirements. At that time, the Council chose to have a biennial audit of the City's development fees. Heinfeld, Meech and Company performed the audit which covered fiscal year 2017 and fiscal year 2018. The report was issued on December 2018 and included three exceptions. The exceptions do not show any significant or material weaknesses in the City's collection of development fees. Exception one is provided to present variances from the adopted plan's assumptions in growth projections. Exception two explains that there was one fee calculation that did not match the adopted plan and the over-charge of the fee was refunded to the customer. Exception three states that the City has not budgeted or expended any of the fees that have been collected in the current plan.

Mr. Tadder explained that the City is required to hold a public hearing within 60 days of the issuance of the report.

There being no public comment Mayor Evans closed the public hearing.

B. Public Hearing, Consideration and Adoption of Resolution No. 2019-01 and Ordinance No. 2019-01: A resolution of the City Council of the City of Flagstaff, Arizona declaring that certain document known as the "2019 City Tax Code Amendments - Codification of Election Results" as a Public Record, and providing for an effective date; and an ordinance of the City Council of the City of Flagstaff, Arizona, amending the Flagstaff City Code, Title 3, *Business Regulations*, Chapter 3-05, *Privilege and Excise Taxes*, by adopting "2019 City Tax Code Amendments - Codification of Election Results" as set forth in that public record on file with the City Clerk; providing for penalties, repeal of conflicting ordinances, severability, authority for clerical corrections, and establishing effective dates. **(2019 City Tax Code Amendments - Codification of Election Results)**

Mayor Evans opened the public hearing.

Revenue Director Sandy Corder provided a PowerPoint presentation that covered the following:

TAXES APPROVED BY VOTERS
ELECTION RESULTS
WHY A PUBLIC HEARING?
COUNCIL OPTIONS

NEXT STEPS

There being no public comment Mayor Evans closed the public hearing.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Resolution No. 2019-01 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING THAT CERTAIN DOCUMENT KNOWN AS "THE 2019 CITY TAX CODE AMENDMENTS – CODIFICATION OF ELECTION RESULTS" AS A PUBLIC RECORD, AND PROVIDING FOR AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Regina Salas to read Ordinance No. 2019-01 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3, BUSINESS REGULATIONS, BY ADOPTING "THE 2019 CITY TAX CODE AMENDMENTS – CODIFICATION OF ELECTION RESULTS" AS SET FORTH IN THAT PUBLIC RECORD ON FILE WITH THE CITY CLERK RELATING TO CODIFICATION OF THE PUBLIC TRANSIT SALES TAX, TRANSPORTATION SALES TAX, AND LONE TREE OVERPASS SALES TAX; PROVIDING FOR USE OF TAX REVENUES, PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING EFFECTIVE DATES

C. **Public Hearing, Consideration and Possible Adoption of Ordinance**

No. 2019-02: An ordinance amending the Flagstaff Zoning Map designation of approximately 14.51 acres of real property located at 825 and 829 E. Butler Ave. on parcel numbers 104-13-002B and 104-03-005B from Light Industrial (LI) and Heavy Industrial (HI) to 2.24 acres of Highway Commercial (HC) and 12.27 acres of High Density Residential (HR), for purposes of developing a multi-family residential and commercial project. **(McGrath Partners Zoning Map Amendment request for property located at 825 and 829 E. Butler Ave.)**

Mayor Evans opened the public hearing.

Planning Development Manager Elaine Averitt provided a PowerPoint presentation that covered the following:

ZONING MAP AMENDMENT REQUEST PZ-17-00089-03
LOCATION AND SURROUNDING USES
REQUEST
ZONING EXHIBIT
PROPOSED SITE PLAN
RENDERED SITE PLAN

Comprehensive Planning Manager Sara Dechter continued the presentation.

FLAGSTAFF REGIONAL PLAN 2030 – FUTURE GROWTH ILLUSTRATION MAP
FLAGSTAFF REGIONAL PLAN 2030 CONFORMANCE

Ms. Averitt continued the presentation.

ZONING CODE STANDARDS COMPARISON
ARCHITECTURAL ELEVATIONS
COMMERCIAL ANCHOR
COMMERCIAL CORNER BUILDING

Councilmember McCarthy asked if the elevations were binding. Ms. Averitt stated that they are binding as they are part of the overall site approval, but the commercial is left conceptual for final site plan. There is language in the Development Agreement that holds the developer to minimum square footage and height.

RESIDENTIAL BUILDINGS
DEFERRED SUBMITTALS
PUBLIC SYSTEMS IMPACT ANALYSIS
DEVELOPMENT AGREEMENT
CITIZEN PARTICIPATION
FINDINGS
RECOMMENDATION
RECOMMENDED ACTION

Vice Mayor Shimoni asked for a breakdown of the rooms. Ms. Averitt stated that there are seven studios, ten one bed/one bath, ten two bed/two bath, 15 three bed/three bath, and 190 four bed/four bath. Vice Mayor Shimoni stated that the number of four bed/four baths are concerning, it is very student dominated and he is not sure that anyone else would want to live there. Ms. Averitt stated that one of the Regional Plan goals of the Urban Activity Center was to have mixed unit times. Staff was also concerned, and the developer agreed to bring the four bed/four bath numbers down from what was originally submitted.

Vice Mayor Shimoni offered that the collaboration with NAIPTA to provide bus passes to residents was successful for the Grove. Ms. Averitt stated that the developer has been talking with NAIPTA and they have a letter of intent to participate in a similar program.

Councilmember Odegaard asked about recycling. Ms. Averitt explained that there is a plan for recycling with a chute system for ease of use.

Councilmember Aslan stated that the project is not far from Sinclair Wash which is a nice area for recreating. There are discussions about getting water back into the wash and considering how close it is to the project it might be good to include improvements as part of the development. Ms. Averitt stated that there has not been much discussion about the open space off the site except for the plan to connect the FUTS trail with the existing trail. There is open space on the property, but it is steep and needs to be cleaned up a little bit. The Development Agreement indicates that

the area could not be developed and the trees that are there must be preserved.

Councilmember Whelan stated that every project that has come forward the traffic impacts are a major concern for the public. There are large developments that will truly impact the community, yet the reports say differently. She asked if there are turn lanes proposed in or out of the development. Ms. Averitt stated that the developer is required to build a turn lane off of Butler.

Councilmember Whelan stated that traffic moves quickly on Butler and a short turn lane is cause for concern and the other concern is the pedestrian traffic from the shopping area into this development.

Vice Mayor Shimoni stated that he is appreciative of the inclusion of the affordable housing units but he has a lot of concern about the number of four bedrooms. NAU's enrollment is not spiking and there are a lot of other student housing units coming down the pipeline and it may not be possible to fill those units.

Councilmember McCarthy offered that he likes the idea of mixing up the number of unit sizes so a project is not just for students but he knows that a lot of students live in areas that are more ideal for families and if they had a more appropriate place to live, that is conducive to their needs as a student, then that could free up more housing for families. There is a lot of community concern about too many student projects but the other side that is being ignored is that these developments can allow students to move out of the single family areas and into units that are more appropriate.

Mark Lindley with McGrath Real Estate Partners came forward and introduced the following:

Development Partner Barrett Kurt
Architect Curtis Kirkly from Kirkly Watkins Group
Civil Engineer Guillermo Cortes with SWI
Retail Development Partner Trey Atkin with Accelerated Development Services
CEO and General Manager Erika Mazza with NAIPTA

Mr. Lindley provided a PowerPoint presentation that covered the following:

MCGRATH REAL ESTATE PARTNERS
SITE PLAN – MAIN STREET CONCEPT
COMMUNITY CONCERNS
COMMUNITY CONCERNS – TRAFFIC IMPACT
COMMUNITY CONCERNS – MULTIMODAL TRANSPORTATION

Ms. Mazza addressed Council stating that she has received a letter of interest for bus passes for residents for five years. The residents would have direct access to Routes 3, 7, and 14. She also reported that the developer is also proposing a one-time donation of \$41,846 to a new fund that NAIPTA will be putting forward for low income, homeless, and disadvantaged individuals for low cost bus passes.

Mayor Evans asked the cost to have everyone in the development have an ecopass.

Ms. Mazza stated that the first year is around \$20,000, there is a caveat in that NAIPTA is working on a study to better evaluate the cost for a developer coming in which has a higher demand than an employer. Pricing will likely change once the study is complete.

Mayor Evans asked what the percentage of people is who actually use the ecopass. Ms. Mazza explained that they have not been able to delineate that out but the new program that is coming forward will hopefully help identify the different types of usage.

Mr. Lindley continued the presentation.

COMMUNITY CONCERNS – AFFORDABLE HOUSING
COMMUNITY CONCERNS – POLICE DEPARTMENT
COMMUNITY CONCERNS – MULTIFAMILY OR STUDENT HOUSING?

Councilmember Aslan asked how many units are being designated as affordable and how are they broken down by room. Mr. Lindley stated that there are 24 affordable units that range from studio to three bedrooms.

Councilmember Aslan stated that in terms of affordable housing and who needs it, it is the workforce, families, and professional graduate students. It seems unfair that the solution is to put them into a student housing development. Mr. Lindley stated that he understands the sentiment, but he cannot give his 10% of affordable housing to someone else. What he can do is give access to all the amenities the development can provide to 24 affordable units.

Ms. Averitt clarified that the reason the four bedrooms were not included in the affordable unit mix is because the demand for affordable housing units is for smaller units.

Mr. Lindley continued.

COMMUNITY CONCERNS – SUSTAINABILITY
COMMUNITY CONCERNS – ECONOMIC IMPACT
SUMMARY

Vice Mayor Shimoni asked what the rental cost will be for a four bedroom. Mr. Kurt stated that they do both multi-family and student housing developments, so they understand both project types. In looking at NAU and the existing supply and occupancy there is an average market of 98.5%; a healthy market is below 95%. Developers will keep coming until the market number gets below 95%. They are currently underwriting rents below everything out there and they will increase supply and provide a more affordable option to students and non-students. They have some flexibility in unit mix and want to work with the City to increase the efficiencies and one, two, and three bedrooms. In terms of a range for rent on the four bedrooms it is roughly \$2,000 to \$2,400 per month.

Vice Mayor Shimoni stated that he sees this as a nice infill project in a nice location that is not disturbing a neighborhood. He would like to see community reflected in the

space and asked if there is any thought of integrating a community garden, greenhouse, or pocket parks. Mr. Lindley stated that those things have been done in their other developments, but they have not been successful but if it is something the City would like to see it could be incorporated.

Mr. Kurt stated that a different unit breakdown could be to increase studios to 22, one bed/one bath to 20, two bed/two bath to 36, three bed/three bath to 25 and reduce the four bed/four bath to 165. This would increase the total units from 238 to 268 and the affordable units would increase from 24 to 27. In addition to the 10% affordable housing units there will also be a \$100,000 contribution to affordable housing.

Mayor Evans asked who does the leasing on the units. Mr. Lindley stated that they hire a third-party company to do the leasing and management.

Councilmember Aslan asked if the developer could add a commitment to maintain and restore the Sinclair Wash area. There is a community group that has a vision for that area that might be a good partner in that effort. Mr. Lindley stated that they are in the final stages of the development plans and the best he can do is offer his commitment to work with the community and see what could be done.

Councilmember Aslan stated that he applauds the effort to work with the City and the community. This development is reacting to the concerns of Flagstaff and that can go a long way. Mr. Lindley stated that they are a small company and they do not do a lot of projects. Being smaller allows them to do their best to be stewards of the communities they are in and take the time needed to do things right.

Councilmember Salas thanked Mr. Lindley and his partners for their work with City staff, the Council, and the community. She thanked them for their conscious efforts to include the community in the process. She encouraged them to continue working with them and involving other community stakeholders.

Justin Clifton addressed Council with concerns about how the development will impact the traffic in the area. He asked that there be a restriction on left hand turns into or out of the development from Butler. He is supportive of the project and feels that Council could push for additional concessions.

Trevor Carter addressed Council and offered that this is not about stopping the project but providing solutions. The developers are bending over backwards; they do not want to say no, but every concession they give has to be paid by someone. There is nothing wrong with a development being profitable. There are concessions but be careful not to scare away a developer who comes to this forum and is generous. There should be a compromise.

A break was held from 8:29 p.m. through 8:41 p.m.

Mayor Evans stated that the weather is beginning to turn and suggested that the public hearing be continued to the next Council meeting.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegard moved to continue the Public Hearing to February 19, 2019.

Vice Mayor Shimoni stated that he appreciates the postponement because the weather may have kept people from coming and providing comments.

Vote: 7 - 0 - Unanimously

15. REGULAR AGENDA

- A. Consideration and Possible Adoption of Resolution No 2019-05:** A resolution authorizing the execution of an Amendment to the Fairway Peaks (now known as Pine Canyon) Development Agreement between TLC PC Land Investors, LLC and the City of Flagstaff related to the development of approximately 15.14 acres of real property (Tract 22) generally located at 1380 East JW Powell Blvd.

ITEM REMOVED FROM AGENDA

- B. Consideration and Approval** of 2019-2021 State Legislative Priorities.

ITEM POSTPONED TO FEBRUARY 7, 2019.

16. COUNCIL LIAISON REPORTS

Councilmember McCarthy reported that he attended the JLUS meeting last week and it was great to see a team of such diverse interests come together on big issues in the spirit of compromise.

Councilmember Whelan reported that she attended the NACOG Head Start meeting. There were some concerns brought up about the LAUNCH proposal and Head Start not being included in the preparation. LAUNCH has agreed slow down a little bit and bring Head Start to the table.

17. FUTURE AGENDA ITEM REQUESTS

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

- A. Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion on how the City can assist its diverse population, especially those who rely on us for their shelter and basic needs

ITEM WITHDRAWN

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

Vice Mayor Shimon stated that he and Councilmember Odegaard went on a tour of the Public Works facility with Streets Director Scott Overton. He stated that it was a great tour and there is a lot of room there to grow and expand.

Councilmember Whelan requested information on if it is possible to change the City Code with regard to renting by the bed. Mayor Evans stated that legal has provided information on that in the past and can provide it again in advance of the next meeting.

Councilmember McCarthy requested information about the Council's offsite meetings; there is a lot of time and money that goes into facilitating those meetings and he is not sure that it makes sense to continue doing them.

Councilmember Odegaard thanked Vice Mayor Shimon and Councilmembers Salas and McCarthy for attending the businesses listening tour last Thursday. It was interesting to hear the challenges and successes of the businesses.

Councilmember Odegaard also mentioned that he is looking forward to attending the Greater Flagstaff Chamber Athena Awards luncheon on Friday.

Councilmember Salas commented on the business listening tour as well. She stated that it was very informative to see how the facilities work together in the different services they provide. It was encouraging to hear their successes and challenges and just being in the facilities gave a better perspective of how healthcare facilities operate in Flagstaff. She thanked staff for organizing the tour.

Vice Mayor Shimon announced that he will be hosting a hot topics discussion at Fire Creek Coffee on February 18, 2019 at 6:00 p.m.

Ms. Goodrich stated that at the Budget Retreat on Thursday, she will be calling a special meeting to discuss the legislative priorities. The State legislative trip is scheduled for next Wednesday, February 13, 2019.

Mayor Evans reported that she spoke with Representative Blackman and sent him information about GAMA's proposal to address short-term rentals.

Mayor Evans requested a F.A.I.R. item to discuss 5.6 acres of land at 500 N. Circle View Drive for possible affordable housing.

19. ADJOURNMENT

The Regular Meeting of the Flagstaff City Council held February 5, 2019, adjourned at 9:07 p.m.

MAYOR

ATTEST:

CITY CLERK**CERTIFICATION**

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on January 15, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 7th day of January, 2020.

CITY CLERK

7. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration of Appointments: Beautification and Public Art Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring June 2022.

Executive Summary:

The Beautification and Public Art Commission consists of seven citizens, and recommends expenditures from the BBB beautification fund and public art portion of arts and science fund. It studies and recommends community beautification projects ranging from landscaping and irrigation, signs and billboards, buildings, street-scapes, gateways, the purchase and installation of public art projects within beautification projects, and property acquisition for beautification and/or public art and neighborhood-initiated projects, to mention a few. There is currently one seat available due to a commissioner moving out of state. It is important to fill vacancies on Boards and Commissions quickly to allow the Commission to continue meeting on a regular basis.

There are four applications on file for consideration by the Council, they are as follows:

- Kathleen Flaccus (new applicant)
- Leah Manak (new applicant)
- Kassidi Rhinehart (new applicant)
- Jeremiah Slater (new applicant)

In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember McCarthy

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint one Commissioner: By appointing members at this time, the Beautification and Public Art Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Postpone the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: BPAC Authority

CHAPTER 2-14 BEAUTIFICATION AND PUBLIC ART COMMISSION

SECTIONS:

- 2-14-001-0001 CREATION OF COMMISSION:
- 2-14-001-0002 COMPOSITION AND TERM OF OFFICE:
- 2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:
- 2-14-001-0004 ORGANIZATION:
- 2-14-001-0005 MEETINGS:
- 2-14-001-0006 DUTIES:

2-14-001-0001 CREATION OF COMMISSION:

There is hereby established a City Beautification and Public Art Commission. There shall be seven (7) voting members of said Commission who shall meet as hereinafter provided to consider and recommend programs for the expenditure of the beautification and arts and sciences portions of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues.

"Arts and sciences" means support for Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation and enhancement of the overall quality of life and community image including support of public art. (Same meaning as set forth in Section 3-06-001-0001.)

"Beautification" means any modification of the urban physical environment to increase pleasure to the senses or pleasurably exalt the mind or spirit or strengthen the urban design framework of the City (same meaning as set forth in Section 3-06-001-0001). (Ord. 1580, Enacted, 08/02/1988; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-07, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0002 COMPOSITION AND TERM OF OFFICE:

The composition of the membership shall consist of seven (7) members appointed by the City Council.

Each member shall serve three (3) year terms, on a staggered basis. A member's term in office shall commence with the first regular Commission meeting following the appointment and terminate with the regular Commission meeting at which the successor takes office. No voting member of the Commission may be appointed to more than two (2) full consecutive terms. (Ord. 1580, Enacted, 08/02/1988; Ord. 1674, Amended,

09/18/1990; Ord. 2006-15, Amended, 05/16/2006; Ord. 2007-04, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-14-001-0003 COMPENSATION OF COMMISSION MEMBERS:

Members of the Commission shall serve without compensation. (Ord. 1580, Enacted, 08/02/1988)

2-14-001-0004 ORGANIZATION:

The Commission shall elect a Chairperson from among its members. The term of the Chairperson shall be one year with eligibility for reelection. Commission members may not serve more than two (2) consecutive terms as Chairperson. The Council representative shall not be eligible for the Chair. (Ord. No. 1580, Enacted, 08/02/1988)

2-14-001-0005 MEETINGS:

A. The Commission shall hold at least one (1) regular meeting per month, which shall at all times be open to the public; the time and place of said meeting shall be posted in accordance with the applicable Arizona State Statutes.

B. A quorum consisting of a minimum of four (4) voting members of the Commission shall be required to conduct business. (Ord. 1580, Enacted, 08/02/88; Ord. 2006-15, Amended, 05/16/2006; Ord. 2016-30, Amended, 07/05/2016)

2-14-001-0006 DUTIES:

The duties of the Commission shall be to:

A. The Commission shall be responsible for preparing a Five (5) Year Plan. The Five (5) Year Plan shall be used as a guideline for future programs. Said Plan shall be presented to the Council prior to April 1st of each year.

B. Develop and present to City Council an Annual Plan outlining the Commission's program recommendations for the upcoming fiscal year. Said plan shall be presented to the Council prior to April 1st of each year.

C. Make recommendations to the City Council concerning the annual budgetary allocation of the beautification and public art portions of the Bed, Board and Booze Tax and other monies as deemed appropriate by the City Council, to include, but not be limited to:

1. Purchase, installation or modification of landscaping and irrigation systems;
2. Purchase, removal or modification of billboards and nonconforming signs;

3. Beautification of buildings and facilities, streetscapes and gateways;
4. Purchase and installation of public art projects;
5. Purchase or lease of easements or property necessary for beautification projects.

D. Make recommendations to the City Council for public art projects by:

1. Reviewing and defining potential public art projects and writing project descriptions.
2. Determining the artist selection method and writing the call to artists for public art projects.
3. Evaluating public art proposals for recommendation to the City Council.
4. Facilitating display of local art in public facilities.

E. With respect to the arts and science portion of the Bed, Board and Booze Tax allocated under Chapter 3-06, Hospitality Industry Tax Revenues, the Commission shall make recommendations to the Council concerning the annual budgetary allocation of the arts and science portion of this tax, to include but not be limited to:

1. Developing and supporting the Flagstaff arts, scientific and cultural activities, events and organizations to provide direct and indirect citizen participation, and opportunities for enhancement of the overall quality of life and community image.
2. Developing, acquiring and distributing material to promote arts and science.
3. Developing financial assistance programs to stimulate artistic and scientific activities in Flagstaff.
4. Retaining of appropriate staff to implement approved programs.

F. Perform those additional duties as determined by the City Council, related to the Beautification and Public Art Commission. (Ord. No. 1580, Enacted, 08/02/88; Ordinance No. 2006-15, Amended, 05/16/2006; Ord. 2015-22, Amended, 01/05/2016)

7. B.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration of Appointments: Water Commission

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring December 2022.

Executive Summary:

The Water Commission consists of seven citizens and a representative from the Planning and Zoning Commission. It reviews extensions of the water and sewer collection systems, treatment and use of water furnished by the City, treatment and disposal of the City's sewage system effluent, and water/sewer rates. There are currently three seats available. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

There are four applications on file and they are as follows:

Donald Bills (new applicant)
Brett Gleitsmann (new applicant)
Jack Rathjen (new applicant)
Ben Ruddell (current commissioner)

In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

Council Appointment Assignment: Vice Mayor Shimoni

Financial Impact:

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

Policy Impact:

None

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

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

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint one Commissioner; by appointing a Commissioner at this time, the Water Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

2) Table the action to allow for further discussion or expand the list of candidates.

Community Benefits and Considerations:

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

Community Involvement:

INFORM: Board members and City staff have informed the community of these vacancies through word of mouth in addition to the vacancies posting on the City's website.

Attachments: Water Commission Authority

CHAPTER 2-04 WATER COMMISSION

SECTIONS:

- 2-04-001-0001 PURPOSE AND EFFECT:
- 2-04-001-0002 DEFINITIONS
- 2-04-001-0003 DECLARATION OF POLICY
- 2-04-001-0004 WATER COMMISSION
- 2-04-001-0005 OFFICERS OF THE COMMISSION
- 2-04-001-0006 MEETINGS
- 2-04-001-0007 APPLICATION; PROCEDURE FOR
- 2-04-001-0008 ACTION ON APPLICATION
- 2-04-001-0009 EXTENSION OF URBAN SERVICE BOUNDARY
- 2-04-001-0010 CHANGES IN WATER, SEWER, RECLAMATION SYSTEM
- 2-04-001-0011 INVESTIGATIONS

2-04-001-0001 PURPOSE AND EFFECT:

The provisions of this Chapter shall be deemed to be the minimum requirements for the promotion of public health, safety, convenience and public welfare. These provisions shall govern whenever they are more stringent than any other statute, provision of this Code, legal covenant, agreement or contract, but shall not abrogate any other requirement which is more stringent or restrictive than the provisions of this Chapter.

2-04-001-0002 DEFINITIONS:

Whenever any of the following words are used in this Chapter, they shall have the meaning herein ascribed to them:

BUSINESS USE: The use of water which is primarily for business or commercial purposes, including the occasional furnishing of water to travelers or tourists by hotels, motels or other owners of places of public convenience.

COMMISSION: The Commission as designated and established by this Chapter.

COUNCIL: The Council of the City of Flagstaff.

RECLAIMED WASTEWATER: The treated effluent which is the product of the municipal wastewater system, which although not suitable for human consumption, may be used for certain industrial or commercial purposes. (Ord. 1789, 01/05/93)

RESIDENTIAL USE: The use of water which is primarily for the persons and property residing in a building or a portion thereof designed to be occupied as an abode. (Ord. 447, 8-26-58)

STORMWATER RUNOFF: The direct response of a watershed or drainage area to precipitation from a storm event and/or snowmelt and includes surface and subsurface runoff or drainage

that enters a watercourse, street, storm drain or other concentrated flow during and following precipitation.

SEWER SYSTEM: All the facilities within and without the City required or convenient for the collection and treatment of sewage including the disposal, recycling or utilization of the resulting effluent by the City, within or without the corporate limits. (Ord. 980, 12-7-76)

STORMWATER MANAGEMENT DESIGN MANUAL: A manual of technical hydrologic and hydraulic calculations and computations by which all designs of stormwater facilities shall adhere.

STORMWATER MASTER PLAN: A comprehensive plan for all city watercourses that sets forth necessary plans and improvements to improve or mitigate the effects of flooding throughout the community.

STORMWATER QUALITY PROGRAM: A program that involves best management practices that result in an improvement to stormwater quality and that includes the National Pollutant Discharge Eliminations System (NPDES) as mandated United States Environmental Protection Agency (USEPA) and other improvements as may be necessary and approved by the Council.

STORMWATER MANAGEMENT ACTIVITIES: All activities associated with the Stormwater Management Design Manual, the Stormwater Master Plan, the City's Stormwater Quality Program, and the National Flood Insurance Program (NFIP).

URBAN SERVICE BOUNDARY: The boundary established by the City Council that surrounds vacant land areas bypassed by urban growth and immediately adjacent to urban growth that can be most efficiently and effectively provided facilities and services by the City. (Ord. 1789, 01/05/93)

WATER SYSTEM: All the facilities within and without the City required or convenient for the production and distribution of water by the City within or without the corporate limits. (Ord. 447, 8-26-58)

(Ord. No. 1789, Amended, 01/05/93)

2-04-001-0003 DECLARATION OF POLICY:

The Mayor and Council of the City declare that one of the most important duties of the City is to furnish its citizens with water, to collect, treat and dispose of sewage, to reclaim and distribute wastewater, and to develop and implement an effective stormwater management program. It is further declared that production and distribution of water, and collection, treatment, reclamation and disposal of sewage, and management of stormwater within and without its corporate limits requires special investigation and sound recommendations. In order to insure these objectives, both from the standpoint of economy and convenience, a Commission is required to investigate extensions, and priority of extensions, of the water, sewer, and reclaimed wastewater systems; the use and priority of use of water furnished by the City; the treatment, reclamation, and ultimate disposal of the resultant effluent of the sewage system of the City; the management of

stormwater; and make appropriate recommendations. (Ord. 1789, Amended, 01/05/1993; Ord. 2009-08, Amended, 03/03/2009)

2-04-001-0004 WATER COMMISSION:

There is hereby established a Water Commission. There shall be seven (7) voting members of said Commission, who shall consist of:

- A. Seven (7) voting members to be appointed by the Council of the City, who shall serve for three (3) year terms on a staggered basis.
- B. The Chair of the Planning and Zoning Commission, or a member of the Planning and Zoning Commission, to serve as a nonvoting member during his or her term of office.
- C. Repealed by Ord. 2014-28.
- D. Membership on the Commission shall terminate if any member has two (2) consecutive unexcused absences. The Chair shall determine, prior to any meeting, if a member's absence is excusable. (Ord. 1789, Amended, 01/05/1993; Ord. 1926, Amended, 12/17/1996; Ord. 2007-12, Amended, 02/06/2007; Ord. 2009-08, Amended, 03/03/2009; Ord. 2014-28, Amended, 11/18/2014)

2-04-001-0005 OFFICERS OF THE COMMISSION:

- A. Ex-Officio Members: The following persons shall be ex- officio members of the Commission, but shall have no vote:

The City Manager;

The City Attorney;

The City Engineer;

The City Utilities Director; and

The Coconino County Manager or designated representative.

- B. At the first meeting held in any calendar year, the members of the Commission shall elect a Chair and a Vice Chair from among its voting members. (Ord. 1789, Amended, 01/05/1993; Ord. 2009-08, Amended, 03/03/2009)

2-04-001-0006 MEETINGS:

The meetings of the Commission shall be held at the time and place adopted for the regular monthly meetings of the Commission.

Meetings shall be conducted in accordance with the Board and Commission Members' Rules and Operations Manual adopted by resolution of the Flagstaff City Council, and in compliance with all other local, State, and Federal laws.

A quorum shall consist of four (4) voting members of the Commission. (Ord. 1789, 01/05/93; Ord. 2007-12, Amended 02/06/2007; Ord. 2009-08, Amended, 03/03/09; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-04-001-0007 APPLICATION; PROCEDURE FOR:

Any person, corporation or association desiring a water connection or tap, reclaimed wastewater connection, or sewer connection outside the limits of the City shall first apply to the Commission for such connection or tap. The application shall be in writing and shall be filed with the Clerk of the City, who shall forthwith submit it to the Commission or to a person designated by the Commission to receive the same. The Commission shall thereupon, at the next regular or special meeting called for the purpose, consider the application and may, in its sole discretion, require a public hearing before granting said application. In the event that a public hearing is thus required, notice thereof shall be given in writing to those persons designated by the Commission and notice containing the time, place and purpose of the meeting shall be published at least once in the official newspaper of the City, which publication shall be at least five (5) days prior to the time set for such hearing. At such hearing, the Commission may hear such testimony as it may deem advisable and may, at its discretion, permit cross-examination of the applicant and other witnesses by any party interested; however, the scope of the cross-examination shall at all times be discretionary with the Chairman of the Commission.

After any hearing provided by this Section, the Commission shall, within five (5) days thereafter, advise the Mayor and Council, in writing, of the nature of the application, whether a public hearing was held and the recommendations of the Commission on said application.

With the consent of the Mayor and Council, the Commission may give the City Manager or his or her designee authority within a prescribed area and within prescribed limits to allow water connections, sewer connections, and reclaimed wastewater connections for business and residential uses; provided, however, that such uses are in accordance with the regulations theretofore adopted by the Commission or Council. (Ord. 1789, 01/05/93)

(Ord. No. 1789, Amended, 01/05/93; Ord. No. 2009-08, Amended, 03/03/09)

(See Title 7, Chapter 3 of this City Code for additional water regulations.)

2-04-001-0008 ACTION ON APPLICATION:

After receipt of the application and the action thereon as provided in the preceding Section, the Council shall consider recommendations of the Commission at its next regular meeting, or at such meeting as may be determined by the Mayor and Council, whether regular or special, but in any event the application shall be acted upon not later than thirty (30) days after receipt of the recommendations of the Commission by the Mayor and Council. The Council may thereupon grant or reject the application and may provide such hearing or hearings as the Mayor and Council may, in their sole discretion, determine and shall give such notice of such hearing as may be determined to be advisable or convenient. (Ord. 244, Amended 8-26-58; Ord. 1541, Amended 1-5-88)

2-04-001-0009 EXTENSION OF URBAN SERVICE BOUNDARY:

Any application for a water or sewer connection to serve a business, residence, or development in an area which would require an extension of the Urban Service Boundary, whether within or without the corporate limits of the City, shall be considered by the Water Commission and the recommendation of the Commission shall be forwarded to the Planning and Zoning Commission and the City Council. Impact on adjacent areas shall also be considered when evaluating applications for extension of the Urban Service Boundary. (Ord. 1789, 01/05/93)

(Ord. No. 1789, Amended, 01/05/93; Ord. No. 2009-08, Amended, 03/03/09)

2-04-001-0010 CHANGES IN WATER, SEWER, RECLAMATION SYSTEM:

No extension, replacement, maintenance or repair of the production or distribution water system or collection of sewage, treatment thereof, reclamation or disposal of resulting effluent of the City, whether within or without its corporate limits, which requires a bond levy, shall be undertaken until the same has been submitted to the Commission for its recommendation in accordance with Section 2-04-001-0007 of this Chapter, and the Mayor and Council shall have approved the same in accordance with the procedure established in Section 2-04-001-0009 of this Chapter. (Ord. 1789, 01/05/93)

(Ord. No. 1789, Amended, 01/05/93; Ord. No. 2009-08, Amended, 03/03/09)

2-04-001-0011 INVESTIGATIONS:

In addition to those other duties, as provided by this Chapter, the Commission shall study and be responsible for the evaluation of the long range water needs of the City as well as the review and evaluation of the City water conservation program. It shall, on request after investigation and upon consideration of an orderly, normal increase of the population of the City, make recommendations to the Council regarding exploration and development and new and additional water resources. The Commission shall recommend to the City Council measures it deems necessary to protect existing and potential water resources.

The Commission shall request or study, evaluate, and from time to time make recommendations to the Council on sewage disposal, the degree of purification treatment, and the ultimate disposition and utilization of the resultant effluent and reclaimed wastewater, within guidelines and mandates of Municipal, State and Federal regulations and laws governing such activities. (Ord. 1789, 01/05/93)

(Ord. No. 1789, Amended, 01/05/93)

The Commission shall provide input to City staff; provide a forum for public comment and input; and study, evaluate, and make recommendations to the City Council regarding new initiatives and revisions, additions, and variance requests to Stormwater Management Activities. (Ord. No. 2009-08, Amended, 03/03/09)

8. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration and Action on Liquor License Application: Evan Anderson, "Drinking Horn," 108 E. Route 66, Series 19, Remote Tasting Room.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- 1) Forward the application to the State with a recommendation for approval;
- 2) Forward the application to the State with no recommendation; or
- 3) Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

Remote Tasting Rooms are permitted in Arizona and are owned and operated by a licensee that concurrently owns a winery or craft distillery license. A tasting room is considered a retail location for the licensed premises. A tasting room is permitted to when the existing license is active and in good standing. Drinking Horn, LLC currently holds a Series 13 Farm Winery liquor license and they are seeking the addition of a tasting room. The Remote Tasting Room (series 19) license application is first submitted to the city, town, or municipality where the tasting room will be located. Upon approval from the city, town, or municipality, the application will then go to the state. Drinking Horn, LLC is an existing business in Flagstaff; if the tasting room is approved, it will be the only active series 19 license in Flagstaff. Series 19 liquor licenses are a non-quota license. The property has been posted as required, and the Police and Community Development divisions have reviewed the application and have recommended approval. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

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

Has There Been Previous Council Decision on This:

Council approved a Series 13 (Winery) license for Evan Anderson, owner of Drinking Horn, on May 17, 2016.

Key Considerations:

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

The deadline for issuing a recommendation on this application is January 10, 2020.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on December 16, 2019. No written protests have been received to date.

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 19 Description](#)
 [Drinking Horn - PD Memo](#)
 [Drinking Horn - Zoning Memo](#)
 [Map](#)

OFFICE OF THE CITY CLERK

December 19, 2019

Drinking Horn LLC
506 N. Grant St., Suite K
Flagstaff, AZ 86004

Dear Mr. Anderson:

Your application for a new Series 19 Remote Tasting Room Liquor License for Drinking Horn located at 108 E. Route 66 was posted on December 16, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, January 7, 2020 which begins at 4:30 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 January 6, 2020 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

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

Sincerely,

Stacy M. Fobar
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 Type: Series 19 Remote Tasting Room

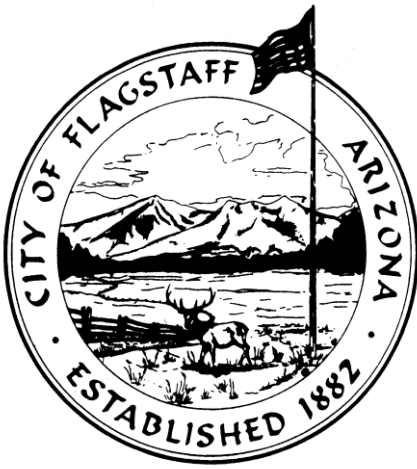
Remote Tasting Rooms are located in Arizona and are owned and operated by a licensee that concurrently owns one of these four Arizona liquor licenses:

1. Out-of-state Farm Winery - Series 2W
2. Out-of-state Craft Distillery - Series 2D
3. In-state Farm Winery Application Kit - Series 13
4. In-state Craft Distiller Application Kit - Series 18

When tied to a Remote Tasting Room license the above license becomes the Master License and must be in "active" and good standing for the Remote Tasting Room to operate. The Remote Tasting Room is a retail location.

The Remote Tasting Room (series 19) license application is first submitted to the city, town, or municipality where the tasting room will be located. Upon approval from the city, town, or municipality, the application will then go to the state. This is the only Arizona liquor application which first is approved by the local government.

Remote tasting room for farm wineries: A.R.S. §4-205.04(F). Remote tasting room for craft distilleries: A.R.S. §4-205.10(D).



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 19-088

MEMORANDUM

TO: Chief Kevin Treadway

FROM: Sergeant Collin Seay

DATE: December 18th, 2019

SUBJ: Liquor License application for Drinking Horn series 19 (Remote Tasting Room)

On December 18th, 2019, I initiated an investigation into a liquor license application filed by Evan Anderson (agent/controlling person) and Kelly M Czarnecki (controlling person) who are the listed applicants for Drinking Horn. They currently possess an In-State Farm/Winery Series 13 (#13033005) liquor license for the "Drinking Horn LLC" located at 506 N Grant Street #K, and they are currently applying for a Series 19 remote Tasting Room License at 108 E Route 66 which would be affiliated with their current Series 13 license.

The Series 13 license currently possessed by Evan and Kelly would serve as the master license and their current possession of a Series 13 license allows for them to possess a Series 19 license which is a remote tasting room. Evan and Kelly were awarded their Series 13 license in 2016, and it is still in good standing Arizona Department of Liquor Control. I did not locate any liquor violations against the current license.

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 sale the wine they produce in Flagstaff at the remote tasting room location. Evan provided proof of completion of the mandatory Arizona Department of Liquor Law training with the application. Evan advised he would be able to attend the January 7th, 2019 council date.



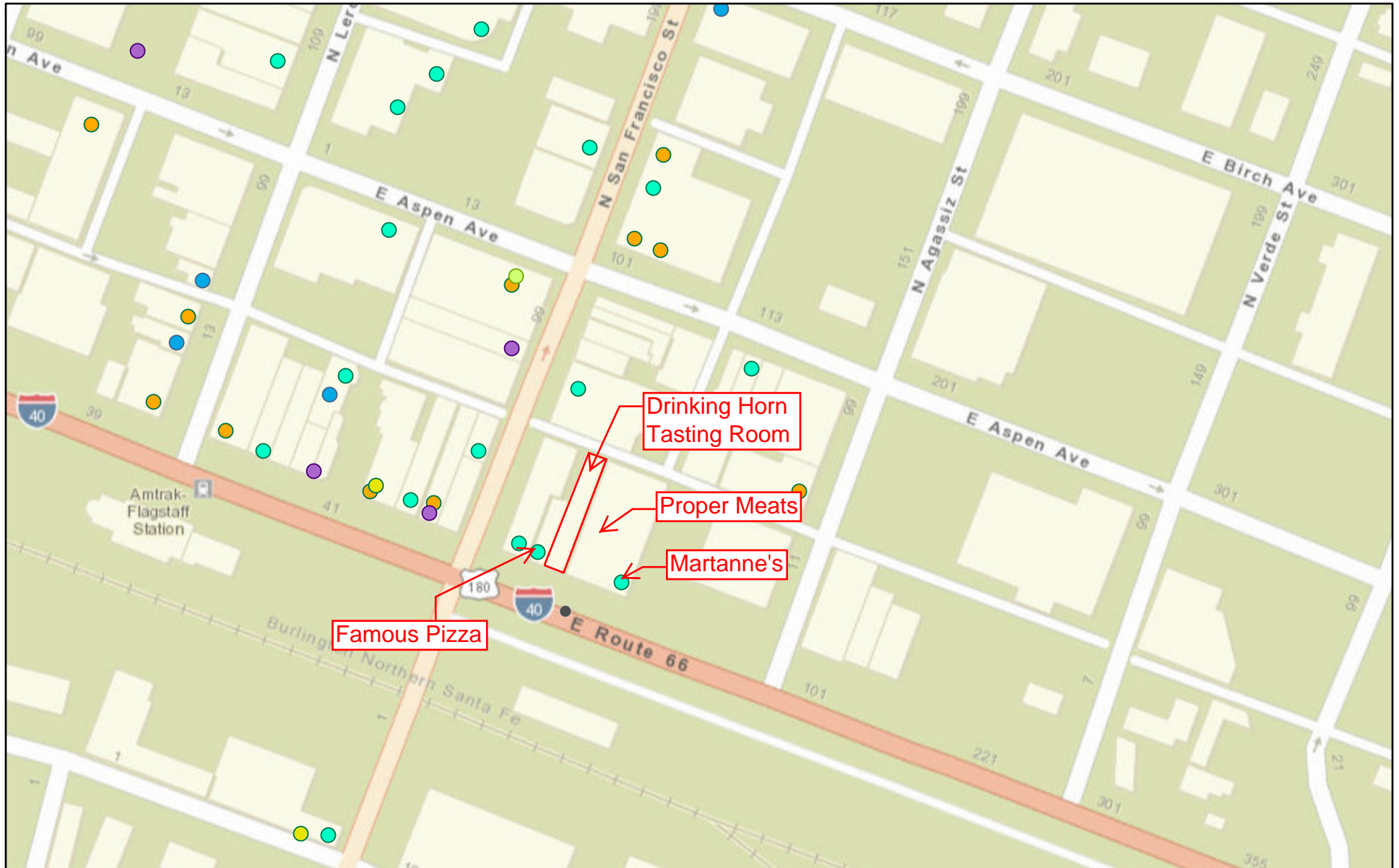
Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: Dec. 20, 2019
Re: Application for Liquor License #13033005
108 E.Rte.66, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-21-009
Evan Anderson on behalf of Drinking Horn

This application is a request for a new Series 19 Remote Tasting Room liquor license by Evan Anderson on behalf of Drinking Horn. This business is located within the Central Business 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.

Drinking Horn Tasting Room

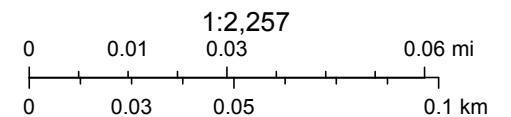


12/18/2019, 10:33:21 AM

Liquor Licenses

- Bar
- Beer and Wine Bar

- Beer and Wine Store
- In State Producer
- In State Microbrewery
- Restaurant



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Web AppBuilder for ArcGIS

Coconino County, County of Yavapai, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

8. B.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Fobar, Deputy City Clerk
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration and Action on Liquor License Application: Riant Robert Northway, "Vino Loco," 22 E. Birch Street #1, Series 7 (beer and wine bar) Owner Transfer.

STAFF RECOMMENDED ACTION:

Open the public hearing.
Receive citizen input.
Close the public hearing.

The City Council has the option to:

- (1) Forward the application to the State with a recommendation for approval;
- (2) Forward the application to the State with a recommendation for denial based on information from staff, the testimony received at the public hearing and/or other factors.

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 07 beer and wine bar license allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. Series 07 licenses must be obtained through the person and/or location transfer of an existing license from another business. Vino Loco is an existing business in Flagstaff; if approved, it will be one of the 23 active series 07 licenses in Flagstaff. Series 07 licenses are quota licenses. To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The property has been posted as required, and the Police and Community Development divisions have reviewed the application and provided their respective reports.

Financial Impact:

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

Policy Impact:

Not applicable.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic 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.

Key Considerations:

Because the application is for an owner transfer, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is January 9, 2020.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on December 16, 2019. No written protests have been received to date.

Attachments: [Letter to Applicant](#)
 [Hearing Procedures](#)
 [Series 07 Description](#)
 [Vino Loco - PD Memo](#)
 [Vino Loco - Zoning Memo](#)
 [Map](#)

OFFICE OF THE CITY CLERK

December 19, 2019

Vino Loco
2515 W. Josselyn Drive
Flagstaff, AZ 86001

Dear Mr. Northway:

Your application for a new Series 07 Liquor License for Vino Loco located at 22 E. Birch Street #1 was posted on December 16, 2019. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, January 7, 2020 which begins at 4:30 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 January 6, 2020 and the application may be removed from the premises at that time.

There is an \$815 application fee which needs to be received prior to the hearing date. Payment can be made online at <https://www.flagstaff.az.gov/2452/E--Services> under Business Licensing Payment Online Services by clicking Liquor License Request Payment, in person at the payment window, or you can send a check to my attention at 211 W. Aspen Ave., Flagstaff, AZ 86001.

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

Sincerely,

Stacy M. Fobar
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 07 Beer and Wine Bar License

Transferable (From person to person and/or location to location within the same county only)

On & off-sale retail privileges

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

PURPOSE:

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or 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.

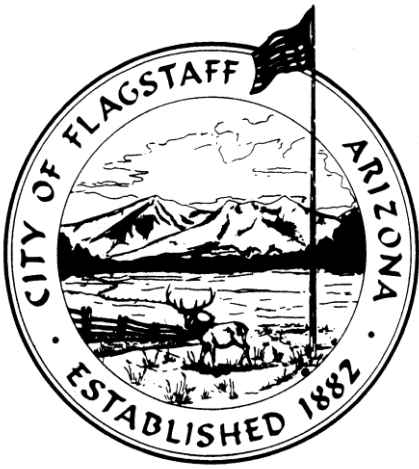
A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

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.

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.

Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar.

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

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ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo # 19-087

TO Chief Treadway

FROM Sergeant Collin Seay

DATE December 16th, 2019

REF Liquor License Series 7 (Beer and Wine Bar) Application for Person Transfer for Vino Loco

On December 16th, 2019, I initiated an investigation into an application for a series 7 liquor (Beer and Wine Bar) license person transfer for Vino Loco located at 22 East Birch Street #1 in Flagstaff. The application license number is 07030076. The license transfer is being requested by Riant Northway (Agent and Controlling Person) and Vanessa Northway (Controlling Person), and it is currently operating with an interim liquor license (INP03009164).

I spoke with Riant over the phone, and he advised me he bought the Series 7 license from the previous owner, Brandon Kimball, and he plans on continuing a similar business model run by Kimball at the same location. Riant advised this is he and Vanessa's first liquor license. He advised me they are both in the process of completing the mandatory liquor training provided by the Arizona Department of Liquor and would try to have it complete before the council date. I did not locate any liquor violations against Vino Loco under the previous ownership or the interim permit possessed by Riant.

I checked Riant and Vanessa through public access and local systems, and no derogatory records could be found of the applicant. Edward advised they would serve alcohol from 11:00 am to 11:00 pm each day of the week. Riant advised he would be present for the January 7th, 2019 council date.



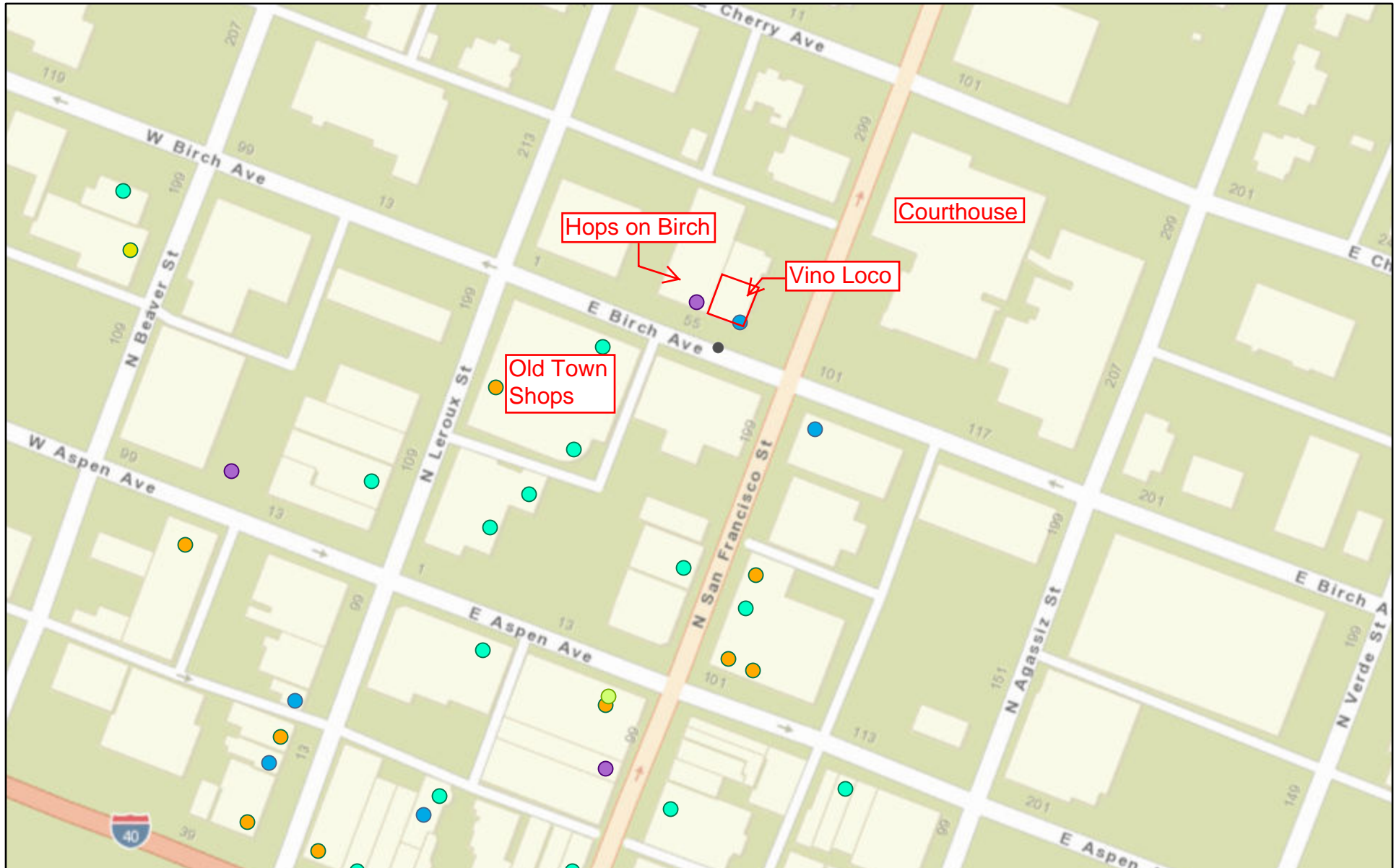
Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Tiffany Antol, Planning Director
Date: Dec. 20, 2019
Re: Application for Liquor License #85227
22 E. Birch St. #1, Flagstaff, Arizona 86001
Assessor's Parcel Number 101-18-002
Riant Northway on behalf of Vino Loco

This application is a request for a transfer Series 07 Beer & Wine Bar liquor license by Riant Northway on behalf of Vino Loco. This business is located within the Central Business 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.

Vino Loco Map



12/18/2019, 2:52:02 PM

Liquor Licenses

Bar

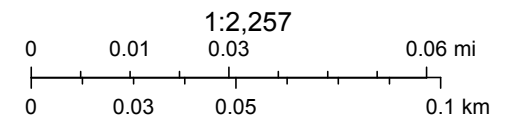
- Beer and Wine Bar

- Beer and Wine Store

- In State Microbrewery

● Beer and Wine Store ● In State Producer

● In State Microbrewery ● Restaurant



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Web AppBuilder for ArcGIS

Coconino County, County of Yavapai, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

9. A.

CITY OF FLAGSTAFF STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: John Portillo, Parking Manager
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract (2020-56) with Parkeon, Inc. DBA Flowbird for kiosk management and mobile payment software, utilizing a National Cooperative Purchasing Alliance Contract (05-19).

STAFF RECOMMENDED ACTION:

1. Approve a Cooperative Purchase Contract for the purchase of parking kiosks, an annual subscription for kiosk management and mobile payment software from Parkeon, Inc. DBA Flowbird (2020-56), under NCPA Contract (05-19) in an annual amount not to exceed \$125,000.
2. Authorize the City Manager to execute the necessary documents for the purchase of multi-space pay-to-park kiosks, the annual subscription for kiosk management and the mobile payment software from Flowbird.

Executive Summary:

In January 2016, the City Council adopted a Comprehensive Parking Management Plan. The City purchased the necessary parking meters and software to implement the plan. The City's existing contract with Parkeon, Inc. is expiring January 31, 2020. The proposed Cooperative Purchase Contract with Parkeon, Inc. DBA Flowbird will commence February 1, 2020, and will enable continued uninterrupted service. The new contract also allows for future purchases of additional parking equipment from Flowbird if needed. Under the new contract, the customer cost of a transaction on the Flowbird App will be reduced from \$.35 to \$.23.

Financial Impact:

The FY 2019-20 budget for the Parking District includes the purchase of software and related costs. These costs are consistent with the previous year's expenses. The current cost of a pay-to-park kiosk is \$5,700.00. The cost of the software is not a fixed price but is dependent upon variables including the number of kiosks in service and the number of features in use. The estimate annual subscription for the software component of the contract is \$76,000. The FY 2019-20 budget for the software is \$81,000 in account 061-07-231-0891-6-4343. The contract, which is the same pricing as last year, is not to exceed \$125,000.

Policy Impact:

These actions do not suggest or imply a change in policy.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic 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.
- 6) Provide a well-managed transportation system.
- 7) Continue to implement the Flagstaff Regional Plan and focus efforts on specific plans.

Has There Been Previous Council Decision on This:

In January of 2016, the City Council adopted a Comprehensive Parking Management Plan and established several policies with regard to parking and parking management. This contract was approved with Parkeon, Inc in preparation for the parking program. All actions herein remain consistent with Council-established policies.

Options and Alternatives:

- 1) Approve the Cooperative Purchase Contract with Parkeon, Inc DBA Flowbird as proposed allowing for service continuity.
- 2) Reject the Cooperative Purchase Contract and direct staff to perform a procurement process. This will likely disrupt the continuity of services while a new partner is identified.

Note: Normally amendment of a contract would also be an option, but due to the nature of the Cooperative Purchase Contract, an amendment is not possible without a new procurement.

Background/History:

Parkeon has shifted its name to Flowbird and is allowing a reduction in the fee for the use of the app. They have provided satisfactory services and are critical to the infrastructure of the parking management program.

The current inventory of pay-to-park kiosks is sufficient for the parking program and ParkFlag does not anticipate any near future purchases of pay-to-park kiosks. However, there has been the need to replace kiosks for any damaged units so the active contract is important to maintain operational stability and the ability to adjust to unanticipated events.

Attachments: [RFP-Meters](#)
 [Parkeon Response](#)
 [Award Letter](#)
 [Pricing](#)
 [Contract](#)
 [Draft scope of work](#)

Request for Proposal (RFP) for Parking Meters

Solicitation Number: 15-19

Publication Date: Tuesday, June 11th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, July 23rd, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, July 16th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Parking Meters for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Parking Meters, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Parking Meters

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 15-19



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Parking Meters .
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she 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 this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking Meters ;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|-------------|----------|-------|-------------|-------------|
| | | | | |
| | | | | |
| | | | | |

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| <u>Annual Sales Through Contract</u> | <u>Administrative Fee</u> |
|---|----------------------------------|
| 0 - \$30,000,000 | 2% |
| \$30,000,001 - \$50,000,000 | 1.5% |
| \$50,000,001+ | 1% |

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☐ No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

| Cooperative/State Agency | Discount Offered | Expires | Annual Sales Volume |
|--------------------------|------------------|---------|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Parking Meters categories. List all categories along with manufacturer that you are responding with:
 - **Meter Mechanisms**
 - **Meter Management Systems**
 - **Meter Accessories**
 - **Multi-Space Meters and Systems**
 - **Self-Enforcing Parking Meters**
 - **Parking Enforcement Products**
 - **Vehicle Sensing Solutions**
 - **Handheld Enforcement Computers, all varieties including printers**
 - **Enforcement System Software**
 - **Paper Stock for Citations**
 - **Accessories For Enforcement Devices**
 - **Miscellaneous Related Equipment And Services For Integration And Development Work**

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



**FLOWBIRD RESPONSE TO REGION 14 EDUCATION SERVICE CENTER
ON BEHALF OF THE NATIONAL COOPERATIVE PURCHASING ALLIANCE**

**REQUEST FOR PROPOSALS FOR PARKING METERS
SOLICITATION NUMBER 15-19**

DUE DATE JULY 23, 2019



FLOWBIRD GROUP

40 Twosome Drive, Ste 7, Moorestown, NJ 08057 • 856-234-8000
13190 56th Court, Suite 401, Clearwater, FL 33760 • 813-405-3900

Authorized Contact Person

Sean Renn
856-220-1577
sean.renn@flowbird.group



**FLOWBIRD RESPONSE TO REGION 14 EDUCATION SERVICE CENTER
ON BEHALF OF THE NATIONAL COOPERATIVE PURCHASING ALLIANCE**

**REQUEST FOR PROPOSALS FOR PARKING METERS
SOLICITATION NUMBER 15-19**

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Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she 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 this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

♦ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

♦ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

♦ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

♦ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

♦ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

♦ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.


Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

| | |
|-----------------------|---|
| Company name | Parkeon, Inc. dba Flowbird |
| Address | 40 Twosome Drive, Ste 7 |
| City/State/Zip | Moorestown, NJ 08057 |
| Telephone No. | 856-234-8000 |
| Fax No. | 856-234-7178 |
| Email address | ronald.kroes@flowbird.group |
| Printed name | Ronald Kroes |
| Position with company | Chief Financial Officer |
| Authorized signature |  |

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and Parkeon, Inc. dba Flowbird ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 05-39, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Parking Meters ;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|-------------|----------|-------|-------------|-------------|
| | | | | |
| | | | | |
| | | | | |

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.


| <u>Annual Sales Through Contract</u> | <u>Administrative Fee</u> |
|--------------------------------------|---------------------------|
| 0 - \$30,000,000 | 2% |
| \$30,000,001 - \$50,000,000 | 1.5% |
| \$50,000,001+ | 1% |

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

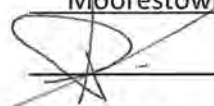
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: August 1, 2019

Vendor: Parkeon, Inc. dba Flowbird

Name: Ronald Kroes
Title: Chief Financial Officer
Address: 40 Twosome Drive, Ste 7
Moorestown, NJ 08057
Signature: 
Date: 7-17-19

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

| | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Moorestown,
State of NJ

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☒ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Ronald Kroes

Title: Chief Financial Officer

Company: Parkeon, Inc.

Address: 40 Twosome Drive, Ste 7

City: Moorestown State: NJ Zip: 08057

Phone: 856-234-8000 Email: ronald.kroes@flowbird.group

▪ Purchase Orders

Contact Person: Kimberly Smith-Bey
Title: Sales Administrator
Company: Parkeon, Inc.
Address: 40 Twosome Drive, Ste 7
City: Moorestown State: NJ Zip: 08057
Phone: 856-234-8000 Email: salesadmin-us@parkeon.com

▪ Sales and Marketing

Contact Person: Sean Renn
Title: Vice President of Marketing and Communications
Company: Parkeon, Inc.
Address: 40 Twosome Drive, Ste 7
City: Moorestown State: NJ Zip: 08057
Phone: 856-234-8000 Email: sean.renn@flowbird.group

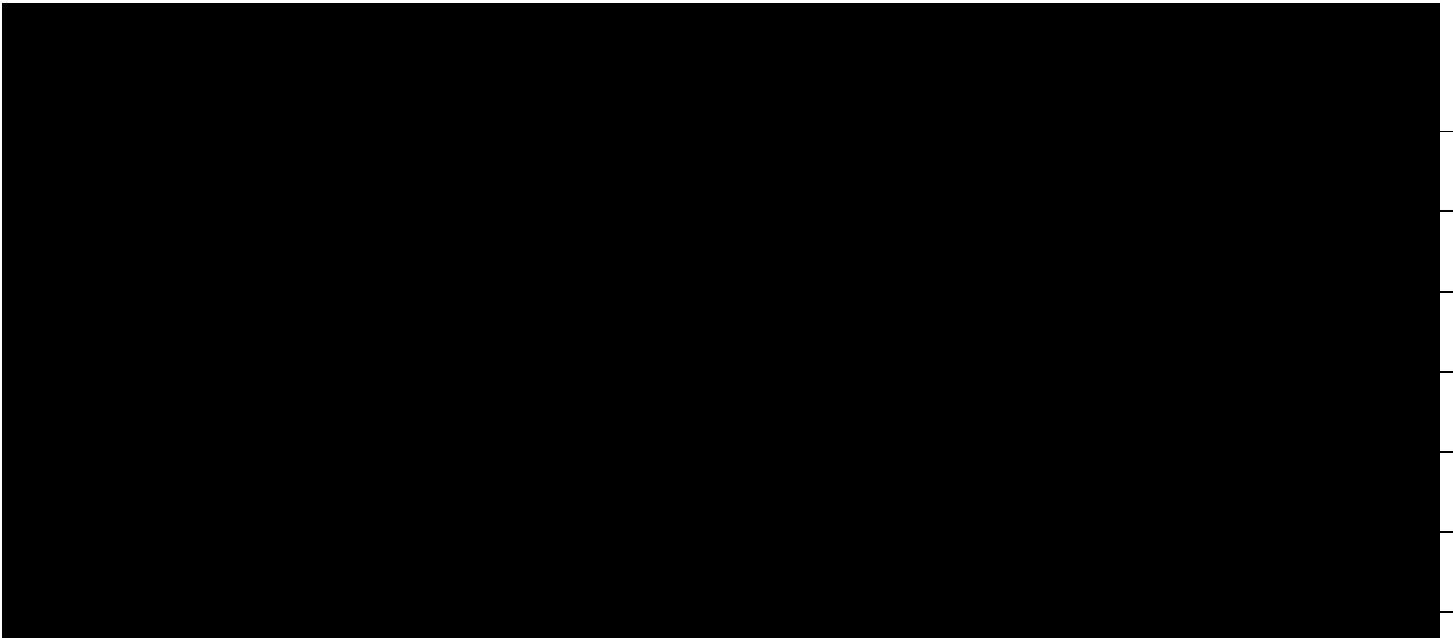
◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No





Tab 4 – Vendor Profile

VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.
Parkeon, Inc.

- Brief history of your company, including the year it was established.
Flowbird is the largest provider of on-street parking solutions in the world. In January 2018, Parkeon (established in the early 1970s) and Cale (established in 1955) merged together to change the urban mobility landscape and reinforced its position of Global Worldwide Leader in Urban Intelligence and Mobility. Together we have more than 100 combined years of experience in the parking industry with systems in more than 70 countries. With more than 1,300 combined employees around the globe, the company has an annual revenue of over \$300 million.

Technology is a dynamic and vibrant environment that changes continuously. Managing that change with our clients has always been our strength. We solve Smart City challenges. Our solutions go well beyond the concept of parking: we design and build complete ecosystems with strong Business to Business and Business to Consumer components. Our missions are diverse and cover a wide variety of services like:

- Managing technology convergence: On Street, Off Street Parking and Transportation
- Simplifying mobility to citizens by helping drivers to find a space using real time occupancy analytics
- Collecting and sharing mobility data in real time through our Open Data Analytics platform
- Global and Digital approach in managing user rights and digital permits including data correlations for optimum dynamic pricing strategies
- Reinforced communication: Push local information to residents and visitors
- Invigorate downtown commerce through hyper-local advertising and couponing campaigns

Complex projects have kept us on the leading edge of the industry and as a result, we remain the forerunner in the delivery of highly advanced parking and transit control systems and a natural component of the City's Internet of Things. Most importantly, our systems are designed for the long run with strong local support in the U.S. and Canada to enable your team and operations to benefit the most of our technology and know-how.



SMART MOBILITY SOLUTIONS ACROSS THE UNITED STATES

The core customer base of FLOWBIRD is municipalities, transit agencies, and Universities. Our team supports transit and parking solutions for major organizations across the U.S. including:

Municipalities

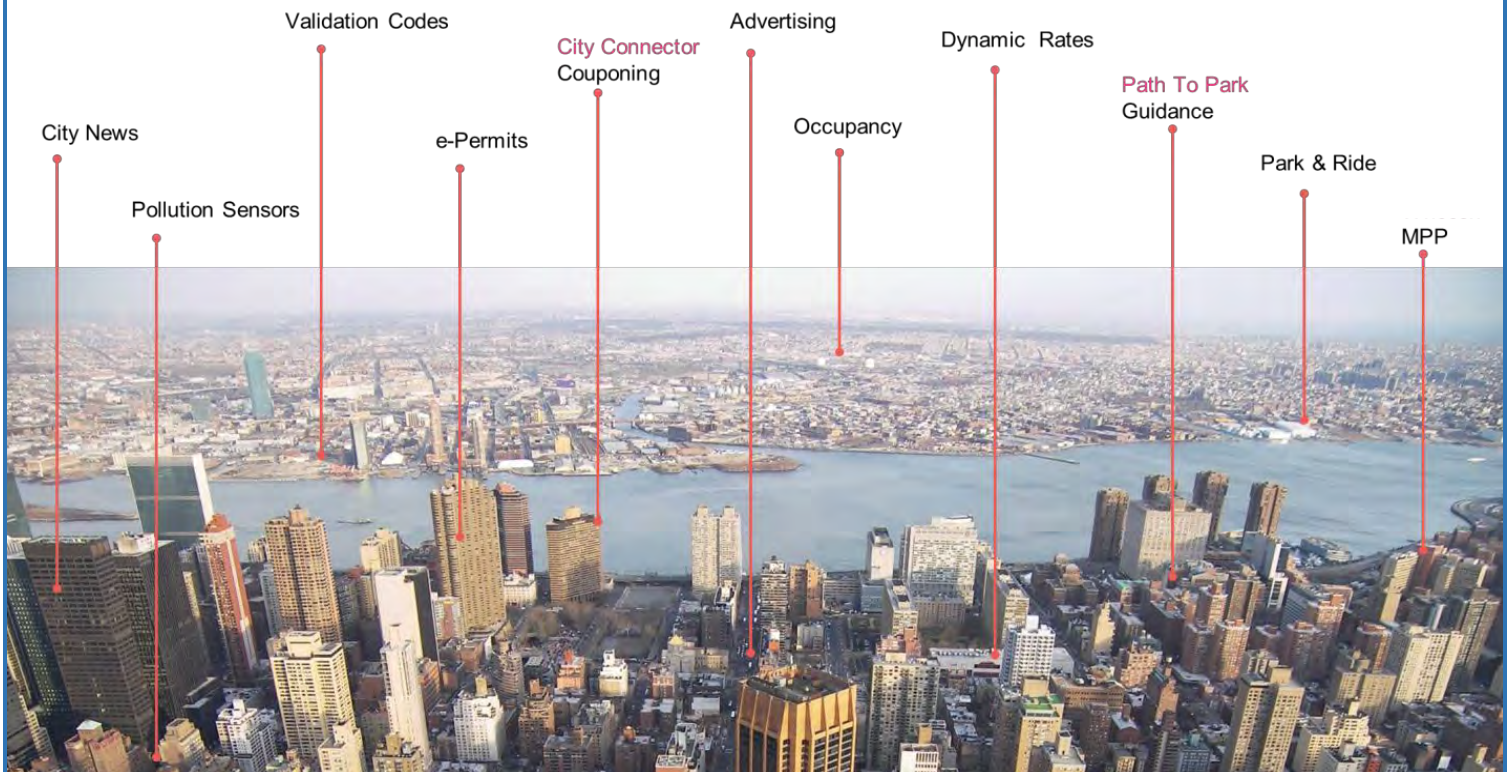
Atlanta, GA
Austin, TX
Baltimore, MD
Boston, MA
Detroit, MI
Chicago, IL
Hartford, CT
Indianapolis, IN
Las Vegas, NV
Los Angeles, CA
Miami, FL
Minneapolis, MN
New York, NY
Philadelphia, PA
Pittsburgh, PA
Providence, RI
San Antonio, TX
St. Louis, MO
Washington, DC

Transit Agencies

Community Transit (Everett, WA)
C-Tran (Vancouver, WA)
Hudson Link (Westchester Cty, NY)
Lane Transit (Eugene, OR)
Loop Trolley (St. Louis, MO)
M1-Rail (Detroit, MI)
METRO Houston
METRO Minneapolis/St. Paul
New Jersey Transit
New York City Transit
NORTA (New Orleans)
Portland Streetcar
Sacramento RT

Universities

Clemson University
Florida International University
Harvard University
Indiana University
Southern Illinois University
State University of New York
Texas Tech University
University of Arkansas
University of Colorado
University of Kansas
University of Maryland
University of Missouri
University of New Hampshire
University of New Mexico
University of North Florida
University of Oklahoma
University of San Diego
University of Texas
Washington State University



OPEN DATA AND PROVEN INTEGRATIONS

We believe in building systems that make our clients more efficient while providing users with a smooth and pleasant mobility experience. We know that people are looking for the best ways to get to their final destinations and they want to find convenient parking at a reasonable price.

Our platform, integrated with leading industry technologies, allows us to make a strong, positive impact on the overall user experience. The diagram below illustrates how we integrate with various technologies to help you build your ideal solution.



OPEN DATA API'S

FLOWBIRD INTEGRATED URBAN INTELLIGENCE PLATFORM

We help cities to manage mobility in a sustainable way through **digital transformation**



B2B Services

Analytics & Decision
 Making
 Occupancy
 Optimization
 Rights & Rates Strategies



B2C Services

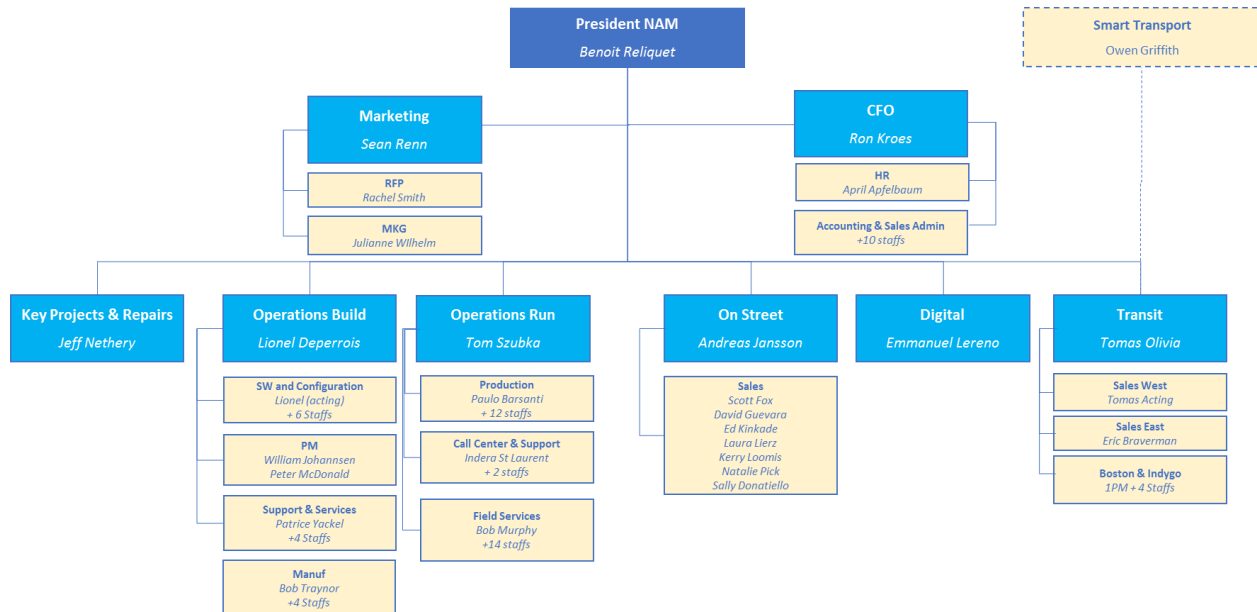
Guidance
 Reservation / Booking
 Payment
 Special deals, etc.

We have integrated with the largest and most successful companies in the industry such as:

- Complus
- CivicSmart
- Conduent
- Data Ticket
- EDC AIMS
- Genetec
- Gtechna
- NuPark
- Parkmobile
- Passport
- Schweers
- United Public Safety
- Vigilant



- Company's Dun & Bradstreet (D&B) number.
146588913
- Company's organizational chart of those individuals that would be involved in the contract.
Below is Flowbird's US organizational chart. In total, we have over 80 employees located throughout the country.



- Corporate office location.
Flowbird's US corporate office is located at 40 Twosome Drive, Ste 7, Moorestown, NJ 08057

- List the number of sales and services offices for states being bid in solicitation.
Our two main sales and service offices are:

New Jersey

40 Twosome Drive, Ste 7
Moorestown, NJ 08057

Florida

13190 56th Court, Suite 401
Clearwater FL, 33760

Additionally, Flowbird has 24 distribution partners covering 30 States and Puerto Rico.

- List the names of key contacts at each with title, address, phone and e-mail address.

New Jersey

Sean Renn – Vice President of Marketing and Communications

40 Twosome Drive, Ste 7

Moorestown, NJ 08057

856-234-8000 ext. 395

sean.renn@flowbird.group

Florida

Andreas Jansson – Senior Vice President of US Sales

13190 56th Court, Suite 401

Clearwater FL, 33760

727-471-4768

andreas.jansson@flowbird.group

- Define your standard terms of payment.
Our standard payment term is net 30.
- Who is your competition in the marketplace?
Our main competitors for parking meters and mobile applications are:
 - Amano
 - Global Parking Solutions
 - Hectronic
 - IPS Group
 - MacKay Meters
 - MobileNow
 - Pango
 - Parkmobile
 - Passport
 - Pay by Phone
 - POM
 - T2 Systems

▪ What differentiates your company from competitors?

Here are Flowbird's key differentiators:

- Flowbird is the true market leader in on-street parking system, with systems in over 70 countries and 50 years experience.
- We have the capability to support clients of all sizes – from small parking operations to large cities such as New York, Los Angeles, and Chicago.
- Flexibility to offer new services to your customers and improve the economic health of the downtown or campus. Your parking meter can provide users a list of upcoming events in the City, information on area attractions, and coupons for local merchants.
- Friendlier pay station user interface with touch screen and full color display options that offer powerful graphical capabilities and animations to help the user move through their parking transaction quickly.
- True proven solar autonomy. Flowbird designs and builds its components to consume very little power, allowing you to place our pay stations and parking meters in various climates and locations, even under trees or next to tall buildings.
- Integrated mobile payment solution, designed and maintained directly by Flowbird.
- Easy to use and flexible back-office parking management system allowing for dashboard reporting, powerful filtering, and ability to modify and download rates as needed.

▪ Describe how your company will market this contract if awarded.

Flowbird will market the contract in various ways:

- Through press releases and blast emails
- Through the 30 parking and transit events that we participate in annually
- Through our 9 direct sales team members
- Through our distribution network of 24 distribution and service partners

▪ Describe how you intend to introduce NCPA to your company.

Parkeon/Flowbird currently has an agreement with NCPA for parking meters. Our team members are very familiar with how to market the agreement and we understand all of the benefits.

▪ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Currently customers have access to our electronic parts catalog provided through our sales administration department. The process to order additional parts is via phone or email.

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Flowbird's customer service departments are located in Clearwater, FL and Moorestown, NJ. Hours of operation are 8am-8pm EST, with optional 24/7 support available. Over 99% of calls to the help desk are resolved through the phone, without Flowbird needing to dispatch a technician onsite.

Flowbird will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.

Flowbird will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.

- Green Initiatives

➤ As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

A prime objective of Flowbird has always been to minimize the environmental impact of its meters from the initial design stage right through their delivery, daily operation, dismantling and recycling. From a manufacturing standpoint our goals are:

- Environmental impact during production
- Energy consumption and environmental impact during use
- Environmental impact at the end of the product life cycle

Throughout the world, Flowbird implements the following practices in our local offices to reduce the environmental impacts of our operation.

LIGHTING

All Flowbird staff whilst at work either on Flowbird premises or on customer premises are to ensure that the lighting they are using to work by, poses no nuisance to local residents or vehicle drivers. The normal lighting in the workplace should be sufficient to provide for a safe place of work. In the event of this not being the case, Flowbird staff are to advise their immediate management and have adequate additional lighting provided (this will be particularly relevant for field service/project work).

In the event of additional lighting being required it must conform to the following:

- Hand held/Head band mounted.
- Battery powered.
- Stated in the Work Instruction/Method Statement.
- Stated in the Risk Assessment.

Flowbird work activities (even with the inclusion of additional lighting sources) are not expected to have any adverse impact on the local lighting levels. Therefore are

considered as being unlikely to cause a nuisance to the environment.

NOISE IN THE WORKPLACE

It is accepted that the very nature of the work required to be carried out by Flowbird staff will generate noise. All Flowbird staff must ensure they do all possible to ensure the noise level is kept to a minimum.

Any noise generated by Flowbird work must not pose a nuisance to:

- Other Flowbird staff in the vicinity.
- Customer members of staff on site.
- Local residents.
- The general public.

Flowbird is committed to ensuring that the noise level that all staff and others affected by Flowbird staff at work are subjected to falls within statutory limits, or PPE is issued (as required). Flowbird will ensure this by conducting noise monitoring audits.

When working on site, it is the responsibility of Flowbird staff to liaise with the local customer management representatives and to work only in the areas designated, taking into account the amount of noise expected to be created and the nuisance level this noise is likely to reach.

Noise generating work must be avoided (as best as is practicable) anywhere on a site that is within 10 yards of a residential property.

All work carried out by Flowbird staff has been reviewed and a Risk Assessment has been produced for these tasks. At this time it is deemed that the general level of noise expected to be generated by Flowbird work does not warrant the provision of any noise related PPE. Other than specific power tools, where PPE is identified as being required in the relevant Risk Assessment.

AIR QUALITY

It is envisaged that the only impact on air quality that Flowbird local offices will have is by the generation of vehicle exhaust fumes.

All project specific health and safety plans clearly instruct all Flowbird to only use the vehicles for arriving to and departing from customer sites to carry out authorized work. No vehicles are to be left running when not in motion and shortest, quickest routes are to be adopted (where practicable).

The use of COSHH related substances is restricted to minimal requirements and the bulk of the substances are solvent based cleaning materials. When such materials are being used they are in a well ventilated area where an excessive build up of fumes is unlikely. The amount of these substances used at any one time is deemed so minor that no impact is anticipated in local air quality standards.

All Flowbird staff are reminded that the very nature of the business of company customers

dictates that in many instances the air quality at the customers premises may be at a low level. Whilst Flowbird staff have no direct control of this issue, they must ensure that they go outside at regular intervals for short periods to breathe fresh, cleaner air.

CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH

All COSHH related substances used at work by Flowbird staff must be the subject of a COSHH assessment PRIOR to the substance being considered safe to use.

The substance must have a Risk Assessment carried out and must be detailed for use in the relevant work instruction/method statement or health and safety plan. If no risk assessment exists or the substance is not included in the relevant documentation, then it CAN NOT be used.

Of the COSHH related substances that have received risk assessments and are included in the relevant health and safety plans, many have a requirement for the use of PPE to be adopted when using the substance. PPE is provided by the company free of charge and all local managers are to ensure that all staff have the required PPE and it is in a serviceable condition.

Flowbird is committed to complying fully with all requirements of the RoHS Directives and Regulations.

Flowbird has a detailed Risk Assessment and the Manufacturers Data Sheet available for all COSHH related substances used. Whilst it is envisaged that in the event of spillage, the impact on the environment would be negligible (due to the small quantities), never the less, within the documentation there is all necessary precautions and procedures to be adopted in the event of a spillage.

DISPOSAL OF WASTE

Flowbird has a legal responsibility to ensure that all waste material generated through company business is disposed of in a safe and practical manner.

All Flowbird staff are to be aware that waste can only be disposed of in a specific way, dependant on the matter.

Normal waste would be that generated every day and disposed of by throwing it in the bin outside the office. The local authority or private contractor will come along and empty the bin.

When disposing of this type of waste material all Flowbird staff are to ensure all of the waste product is placed securely in the bin and is not left in a position that it could blow out in a strong wind, or be stored in such a way that it might become a fire risk.

This waste would be the scrap paper generated during the working day, drinks cups, damaged cardboard cartons, etc. Due to the commercial sensitivity of the printed paper within Flowbird, once this paper has been re-used as scrap note paper it will be shredded and then be disposed of in the normal manner, rather than be provided for any paper recycling

schemes.

Occasionally Flowbird premises might carry out recycling schemes for other waste products such as:

- Printer/copier cartridges.
- Mobile phones.
-

Special waste would include the following:

- Batteries.
- Scrap PCBs.
- Cleaning Fluids.
- Toner cartridges.

(Although this list is by no means exhaustive).

This waste must only be disposed of through a specific licensed waste disposal operator and a certificate of disposal must be obtained once the operator has removed the waste material. Due to the nature of this waste material and the disposal methods, it is vital that “ordinary waste” is not mixed with this waste.

Flowbird currently utilizes the re-cycling and re-filling of toner cartridges and at the end of a cartridge’s life have chosen to dispose of them via a charity re-cycling scheme.

Where applicable, all Flowbird locations are registered with the Environmental Agency as producers of hazardous waste.

Flowbird is committed to complying fully with all requirements of the WEEE Directives and Regulations.

When working on customer sites, Flowbird staff are to remove all waste material from the site and dispose of it upon their return to Flowbird offices. In the event that the site will allow waste to be disposed of using local facilities, only “ordinary waste or re-cycleable waste “ can be disposed of. All special waste must be returned to Flowbird premises for correct formal disposal.

STORAGE

All material and equipment must be stored in a safe and sensible manner.

All COSHH related substances must be kept with the tops/lids tightly secured and in a safe place so as not to be accessed by unauthorized users.

All fluids must be stored in satisfactory fireproof cabinets (as required).

All materials must be handled in such a way as to pose no threat to the environment or people in the vicinity.

All Flowbird staff will use the cardboard cartons as often as possible until they are deemed no longer safe to use. Once these cartons have been used to destruction,

they will be disposed of in the normal manner.

ENERGY CONSUMPTION

Flowbird acknowledges that the company is not an excessive user of energy resources, but does take in to consideration the wise use of energy in the following areas:

- Avoiding unnecessary lighting being left switched on, after safety and security measures have been taken in to consideration.
- The sensible balance of the use of resources such as central heating and air conditioning in offices to avoid unnecessary wastage.

Flowbird has a requirement that all Company provided vehicles meet stringent criteria regarding CO² emissions.

Where practical Flowbird will make use of public transport in preference of motor vehicles.

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
Flowbird has licenses to do business in many cities/states around the country. These licenses are available upon request.



Tab 5 – Products and Services

PRODUCTS AND SERVICES

Flowbird is providing several choices for this parking system implementation. All options have been proven and installed in the field.

- CWT Pay Station featuring either a monochrome or touch color display screen
- Strada Pay Station featuring either a monochrome or full color display screen
- MAX single or dual space meter
- Flowbird mobile app available on the App Store, Google Play Store and at www.flowbirdapp.com



All information (e.g. transactions, alerts, alarms) generated by the pay stations and all app transactions, are sent in real-time to Flowbird back-office suite for reporting and analysis. Additionally, transaction details are sent in real-time to your preferred enforcement system. Our system is already integrated with the leading citation issuance and LPR systems on the market today.

The system is scalable and flexible. This allows clients to add additional pay stations or take on large amounts of additional transactions without interruption. Our rate engine is very powerful, allowing us to accommodate almost any rate structure the client desires to implement.

On the following pages you will find descriptions of all system components.

CWT PAY STATION SYSTEM AND CWO BACK-OFFICE OVERVIEW

Physical Security and Lock

Flowbird CWT pay stations are comprised of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the collection door is made of 304 stainless steel, reinforcement is not required.

CWTs have a 4-Point locking solution ensuring maintenance and collections teams have access to the appropriate cabinet section. The upper section, lower section, collection door and vault are keyed differently. The upper and lower compartment doors have 4 locking hooks that connect the door to the compartment. Manual and electronic locks are supported. Credit card reader is recessed, prohibiting skimming devices from being attached.

Door hinges and seams are internal and tight to prevent the CWT from being pried open. Locks and bolts are out of public sight.

When the cabinet door is opened and/or coin box is removed the meter will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector.

Vibration and shock sensors are offered as an option. If the sensor is triggered, an SMS/email is generated notifying the sensor has been triggered.



External Shell Frame

The CWT pay station cabinet is made with 304 stainless steel. This particular stainless steel adds protection against corrosion to many chemical corrodents, industrial atmospheres and marine environments. A graffiti-resistant powder coating is applied to the inside and outside of the cabinet. This provide additional protection against the elements, including human (vandalism) and environmental (weather). The powder coating makes it easier to remove unwanted paint, marker tags and adhesive materials.

The CWT is comprised of an upper and lower compartment to create the cabinet. This construction provides additional security against cash theft. The upper compartment is where maintenance staff can perform maintenance tasks such as preventative activities and replacing empty paper spools. The lower compartment is where collection staff can perform cash collections. Like other pay stations where a collection door is reinforced, the CWT collection door is made of 304 stainless steel, reinforcement is not required.

Display Screen

Flowbird offers 3 display options for the CWT –

- 9" Color Touch Screen. The color touch screen moves all controls on to the display allowing for very flexible interfaces maximizing the potential of the pay station to do thing beyond parking.
- 7" Color Screen, the color screen provides all the benefits of the monochromatic screen but adds the ability to add visual cues (such as font customizations and images) and incorporate videos in to the user interface. Videos can be used to display instructions on how to use the pay station, a welcome message or commercials
- 6.5" Monochromatic Screen, the monochromatic screen was traditionally used for parking operations. The screen options provide a dynamic flow and the option to display all rates and information on the display to minimize printed information on the meter.



Solar Panel

For coin/card CWTs, the solar panel is flush with the top of the meter and invisible to anyone under six feet. This both maximizes its exposure to sunlight and minimizes any negative effect on the meter design as well as the possibility of vandalism or theft. Flowbird uses a commercially available 12V 75AH recyclable sealed lead acid battery that usually last between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel.

Key Pad

The 6.5" monochromatic screen and 7" color display includes an external key pad. The key pad has six Piezo-type action buttons under the display. Up to 42 additional button locations support alpha-numeric on the front of the meter. All button functions are programmable at the meter. The top six action buttons are generally used for Enter, Cancel, Rate Selections, Credit, Debit, Language selection, and Help information. The 42-button alpha-numeric support is generally used for space number and license plate number input. The Piezo keyboard plays an audible sound when buttons are pushed.

The keypad is also tamper, weather, and corrosive resistant. CWTs proved exceptionally durable during rigorous testing. Our meters are able to withstand various climates. These include the arid deserts of Southern California; the humid coastal communities of Florida; the "four seasons" climates of the Midwest and Northeast, and the extreme winter conditions of Montreal and Quebec, Canada.

The 9" color touch display does not offer a Piezo-type keypad. The key pad is incorporated into the display. The appropriate keys pad and buttons display depending on the information presented. Example: Home page may display information about rate structure and parking. A button will display informing the user to hit the button to continue. The next screen may ask for the license plate and will display the key board for the user to enter their license plate.

Openings on Pay Station Such as CC/Coin/Cup

The Flowbird CWT pay stations meet current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and do not require tight grasping, pinching or twisting of wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

The credit card (CC) reader is flush-mounted with no part of the reader protruding outside the cabinet, this design limits the insertion of a credit card skimmer.

Coin Slot and Acceptor

Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects. Non-programmed coins or anything metallic that is inserted will be directed to the coin return bowl, and not be found in the vault. The CWT pay station uses a free fall coin acceptance system to minimize the possibility of jamming of the unit and to reduce necessary maintenance, overall, on the system.

The CWTs are able to accept up to 16-coin denominations through our coin shutter/validator, which on accepts coins that have been programmed to be valid payment options.

Cash Vault Compartment

CWTs are equipped with a secure vault locking system. The vault system is located behind the outer door of the bottom cabinet which is secured with reinforced steel. The vault door is made of armored steel. The lock is an advanced, four-point locking point system. Flowbird offers an electronic lock option giving clients more control in the collection process. When the coin box is removed, the pay station will send a notification to all valid recipients via text message or email. The coin box can only be opened with a collection key and is closed to the collector. To eliminate the possibility of skimming, it can only be opened once. No maintenance or safety requirements are needed for the vault locking system.

Coin canister can hold 3,000 coins or up to \$650.

Printer, Paper and Payment Receipt

CWTs are equipped with a thermal printer using direct thermal printing to generate characters, symbols and graphics. Printed receipt design is configurable and support both landscape and portrait layouts. Paper options include security features such as foil and unique numbering to defend against counterfeit and duplicate receipts.

The printer module consists of the printer and the paper supply roll. The printer module is positioned on a vertical main assembly plate that can easily be removed for repairs or if the printer is no longer required (electronic receipts). Electronic receipts such as email and SMS text are supported.

Battery

CWT pay stations use a commercially available 12V 75AH recyclable sealed lead acid battery that usually last between 3-5 years. The battery supplies the power to the meter, and is trickle charged through a solar panel. Battery is located in the lower cabinet and can easily be removed for battery replacement.

Temperature and Moisture Specifications

Flowbird pay stations have proven its ability to withstand extreme conditions in varying climates. Flowbird pay stations are installed in areas with harsh environmental factors (United States, Canada, Sweden, Norway, Russia, etc.). The pay stations are not adversely affected by weather conditions despite the fact that they are often subjected to salt, air, humidity, frost, snow and ice. CWTs are rated to work in 99+ percent relative humidity and at temperatures up to 140° F and down to -22° F. CWTs protected LCD screen is tamper, weather and corrosion proof. The keypad is also tamper, weather, and corrosive resistant.

Components are dipped in conformal coating which protects the components from moisture. All Printed Circuit Boards (PCB) used in CWT pay stations are protected with a double solder mask lacquer (min 25 my) to shield certain areas, such as edge connectors from solder wetting. The PCB is then coated with an ultra-low viscosity, one-component silicone, which cures, at room temperature, to an elastomeric rubber upon exposure to humidity in the air. This product has a quick surface cure that is non-corrosive to metals, including sensitive metals such as copper, emits no harsh odors during curing and has good adhesion to a wide range of substrates. The cured material has superior anti-reversion properties, excellent resistance to various and extreme temperatures, electrical insulation properties, weather ability, water resistance and is ideally suited for general-purpose adhesive sealing, potting and coating of electrical and electronic parts. Coating used: TSE3991 CU.

Cellular Communication

CWT pay station modems utilize 3G/4G technology. Pay station supports up to two modems, supporting different carriers. Alternately, Flowbird has access to multi-operator SIM cards. CWT supported modems support multiple mobile internet speeds such as 4G LTE, 4G, 3G and 3rd party coverage.

CWT pay stations have the ability to process transactions when offline. When communication is restored, transactions are processed. Enforcement can access a pay station and print a list of transactions processed to assist with enforcement until communication is restored.

Payment Options and Payment Ability at the Pay Station

Payment methods supported include coin, bills, credit card, smart card (magnetic stripe and RFID), coupon codes, eValidations, tokens, and contactless payments. Additional hardware may be required depending on the payment products selected.

Flowbird has achieved certification as a PCI Level 1 Service Provider. Our EMV readers are level 1 and level 2 certified.

Coin acceptor supports multiple coin combinations. Standard US coin denominations include \$0.05, \$0.10, \$0.25, \$0.50, \$1.00. Coin acceptor includes an automatic shutter, which opens for coin insertion, but not for non-metal objects.

Credit card reader supports the major credit card brands such as Visa, MasterCard, Discover, American Express, Diners Club. The reader is dual directional.

Smart Card are reloadable cards. This is a great alternate to a credit card.

Coupon codes can be created and provided to an individual or group for free or discounted parking. Codes can be created by date range, time and number of uses.

Evalidations can be used by merchants or third parties to provide free or discounted parking. The license plate is recorded at a tablet, smartphone or computer and a parking session is automatically started. There is no need to go to the pay station.

ADA Compliance

The CWT meets current ADA requirements by placing the maximum high side reach at 47 1/4", which is lower than the 48" requirement. Flowbird also maintains ADA guidelines by being able to operate the pay station with one hand and do not require tight grasping, pinching or twisting of wrist. The pay station may also provide for optional audio assistance, if used for a purpose other than parking. Audio comments may be relayed through an audio jack, or a speaker. (Audio jack is not standard, this is a special order.)

General Pay Station Design and Features

Parts

CWT components are "plug and play". As part of our on-site training, technicians will be providing detailed training on trouble-shooting and replacing components. The majority of our customers perform their own preventative maintenance including changing out components. Components can be changed out in a matter of minutes. No propriety tools are required. A socket wrench and screw driver are all that is required.

CWTs are able to self-diagnose and send alarms in real-time to the back office; alarms will also alert designated parties via text or email. Pay station components are flush mounted to the door and to the back of the meter.

Data

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and have regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

To ensure security of the wireless information, Flowbird uses a RSA 2048-bit encryption on any sensitive customer data.

Cale WebOffice (CWO) is accessible to those with a valid user name and password. CWO's user administration allows for user roles. User roles determines what CWO functions a user will have access to. Typical user roles include enforcement, finance, pay station maintenance and administrator. Once roles are defined, user accounts can be created.

Alarm(s) are created in CWO alerting particular staff of the alarm(s). Alarms can be text, email or silent. CWO supports over 80+ alarm events. Alarms notification is configurable by each user. A sampling of alarms include door open, coin fishing attempt, vibration detection, and pay station not responding.

Management Software System Capabilities

CWO is a fully web-based service that requires no PC software to be installed or maintained by the user. Updates and new functions are installed by Flowbird Support. There are typically two updates per year. Updates are included in the monthly on-going service fee.

CWO offers several useful features that maximize your efficiency, profit and meter availability. The interface with the multi-space pay stations are transparent and, with a convenient drag and drop functionality, pay stations can be divided into groups (districts/zones). Updates can easily be pushed out to specific groups. There is no need to visit each pay station to apply an update. This is particularly useful for larger parking operations with large quantity of pay stations where different rate structures are used.

Security is the top priority. Protecting information from unauthorized access is one of the key elements on which the system is based. The administrator can assign different access levels and privileges to users. For example, one person can be authorized to deal with the alarm function, another only authorized to change meter groups, and a third authorized to analyze reports and statistics.

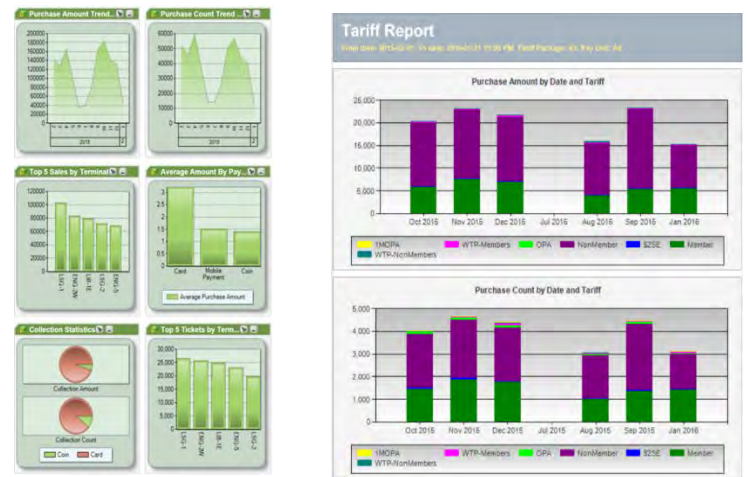
CWO also has an automatic alarm management feature. If a meter has been damaged, needs to be emptied, or malfunctions, a message is generated in CWO and can be sent to a technician.

Mapping of the terminals through Google Maps allows clients to easily obtain a visual indication of where pay stations are location and the status of the pay station. Clicking on a pay station icon will produce a "status bubble". The bubble will provide additional information about the pay station including any unresolved alarms.

Accounting and Reporting

CWO offers several reporting options. Each option allows for varying levels of flexibility in developing a report and the Flowbird implementation team will assist you in setting up the reports needed.

Standard Reports are pre-defined reports allowing the user to define parameters. Reports are broken down into categories such as Financial Overview, Terminal Balance, Collection, Purchase, Card Transaction, Event, Top 10 Statistics, and Scheduled Reports. Examples of standard included reports are Current Maintenance Action Required, Terminal Out-of-Order, Communications Problems, Maintenance Performed in the last seven days, Cash Collections for the last seven days, Cash-In-Terminals currently, Consumables Status (paper and batteries), Parking Activity (number sold and dollar amount), Ticket Sales Analysis, Transactions by Payment.



Custom reports can be created via the analysis function. The analysis function is a very powerful tool for refining statistical data and looking at the information from different perspectives. The technology used to process and present the information is OLAP (online analytical processing). The analysis function is available for collection, purchase and event data.

The Dashboard functionality equips users with up to date, graphical widgets that enable quick and easy data analysis so parking operations can focus on driving performance, not measuring it.

Occupancy

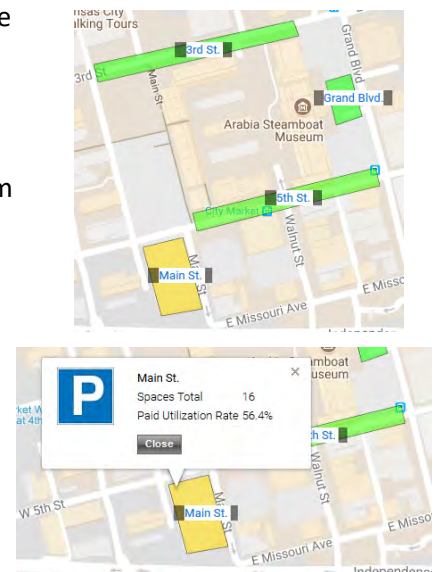
CWO offers an reporting and statistics on occupancy. Options include Online Paid Occupancy, Historical Paid Occupancy, Paid Occupancy Analysis and Occupancy Calculation. It starts with Google Maps and identifying zones, number of spaces and identifying terminal locations within each zone.

When viewing the map, the parking zones are highlighted on the map. Zoom feature allows for you to enlarge the map and see the shape of the parking zone. The name of the parking zone is also displayed.

A 3-color gradient scale is available from green to red to show occupancy levels. Green is low occupancy, yellow is around 50% occupancy and red is at or near 100% occupancy.

Occupancy views are available in real-time or in the past (historical) via playback.

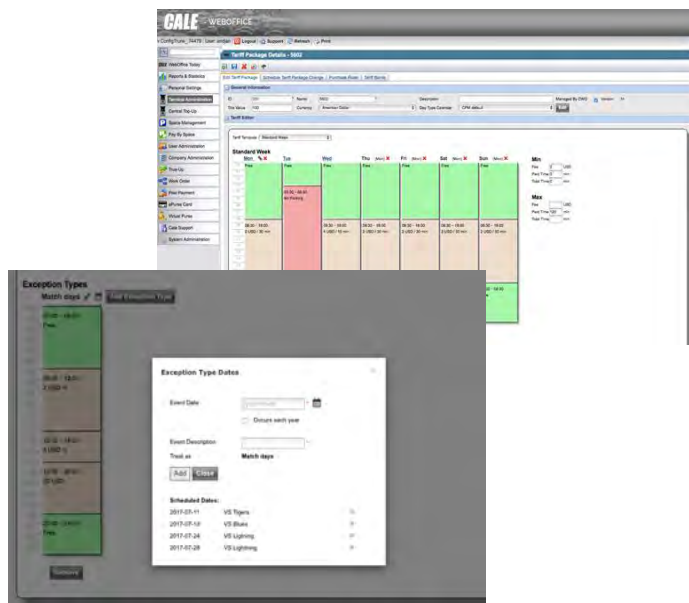
In the Historical Paid Occupancy feature, you can look at occupancy counts in the past. Zones change color (green to red) to show occupancy levels at a particular date and time. Clicking on a particular zone will show the paid utilization rate for the particular time and date.



Rate Package Capabilities

CWO rate management functionality is displayed in the form of a standard week (Monday – Sunday) calendar. The calendar shows the standard rate structure for a given day and time. Exceptions to the standard rate schedule can be defined by date allowing for special rates such as event parking or free parking for holidays. The exceptions are automatically communicated to the CWT pay stations and rates are adjusted accordingly.

Rate management functionality can also be used to implement new rates on short notice. For short notice updates the back office uses the new remote management feature to communicate with the CWT pay station over cellular connection triggering the pay station to contact the back office and retrieve the new rate or command to execute.



Communications

Because of the properties of GPRS technology, communication is always initiated by a heartbeat pulse sent from a terminal. If, for instance, a schedule is set so that the coin collection balance should be retrieved each Monday at 12 pm, the file transmission will start at the first heartbeat after 12 o'clock.

Event information, such as warnings and alarms, are reported automatically by the terminal either immediately as they occur or after a certain delay set in the terminal.

Pay station job history logs are obtained under Terminal Administration.

API to Outside Data Warehouse

Flowbird offers both live and batch data exports. Information exported includes purchase, event, collection and file repository (batch export only). Data is exported in XML format and is requested by calling web services. The exported XML files are compressed to a ZIP file that is downloaded via an URL. All web services are documented. Manuals can be obtained from Support.

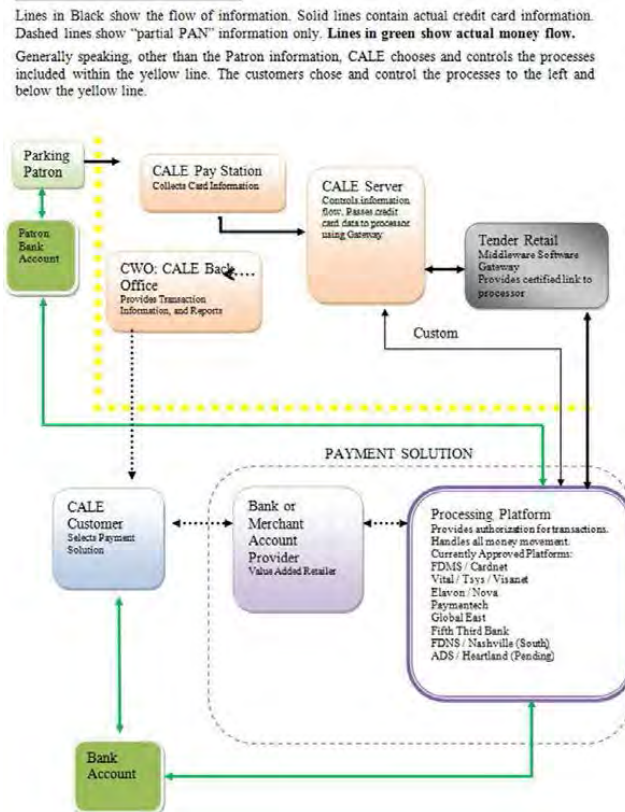
Credit Card Processing

Flowbird is PCI-DSS Level 1 and SAS70 certified. Flowbird follows the guidelines from the PCI-DSS standard and have regular penetration tests performed by external companies. These penetration tests are conducted both by systems and humans. Flowbird's back office management solution is reviewed

by an external security audit every year and is under scheduled scans on a regular basis to detect any vulnerability.

We are listed as a valid service provider for Visa Cardholder Information Security (CISP) and MasterCard Site Data Protection (SDP) programs.

A detailed step-by-step process of Flowbird's CWT credit card acceptance procedure can be found below.



Hosting Services

Flowbird provides all hosting of pay station and mobile payment data in our secure data centers.

Screenshots of Cale WebOffice (CWO) Reports

Purchases

This screen shows the purchases, by meter, for coins and cards on a specified date.

[illegible]

Financial Overview

This shows the aggregated terminal sales for a 7-day period. The time period is adjustable.

WebOffice Today

Reports & Statistics

Overview

Financial Overview

Collection

Purchase

Card Transaction

Event

Personal Settings

Terminal Administration

User Administration

Company Administration

Cale Support

Financial Overview

Show Aggregations for

Last 7 Days

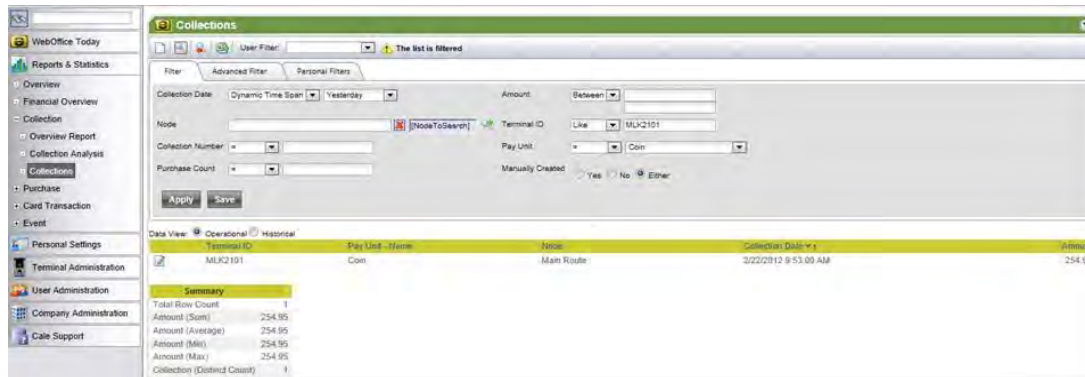
| Terminal ID | Location | Node | Coin Balance | Purchase Amount | Purchase Count | Currency |
|-------------|-----------------|-------------------|--------------|-----------------|----------------|----------|
| 4TH2002 | 2002 4th St | USPL Route | 58.85 | 85.50 | 45 | USD |
| AB2601 | 2601 Ashby Ave | Elmwood On-Street | 75.60 | 335.10 | 312 | USD |
| AB2802 | 2602 Ashby Ave | Elmwood On-Street | 135.50 | 248.60 | 232 | USD |
| ADDI1901 | 1901 Addison St | Main Route | 149.10 | 92.10 | 105 | USD |
| ADDI1902 | 1902 Addison St | Main Route | 195.25 | 241.90 | 224 | USD |
| ADDI1903 | 1903 Addison St | Main Route | 30.40 | 186.65 | 155 | USD |
| ADDI1904 | 1904 Addison St | Main Route | 185.45 | 237.30 | 198 | USD |
| ADDI1906 | 1906 Addison St | Main Route | 213.00 | 181.05 | 147 | USD |
| ADDI2001 | 2001 Addison St | Main Route | 39.05 | 88.10 | 52 | USD |
| ADDI2002 | 2002 Addison St | Main Route | 129.95 | 146.60 | 74 | USD |
| ADDI2003 | 2003 Addison St | Main Route | 157.45 | 324.50 | 184 | USD |
| ADDI2004 | 2004 Addison St | Main Route | 11.50 | 282.50 | 153 | USD |
| ADDI2006 | 2006 Addison St | Main Route | 207.00 | 461.15 | 265 | USD |
| ADDI2101 | 2101 Addison St | Main Route | 60.75 | 247.35 | 184 | USD |
| ADDI2102 | 2102 Addison St | Main Route | 243.65 | 300.50 | 230 | USD |
| Total | | | 29790.70 | 57,763.90 | 37,832 | |

1 2 3 4 5 6 7 8 9 10 >>

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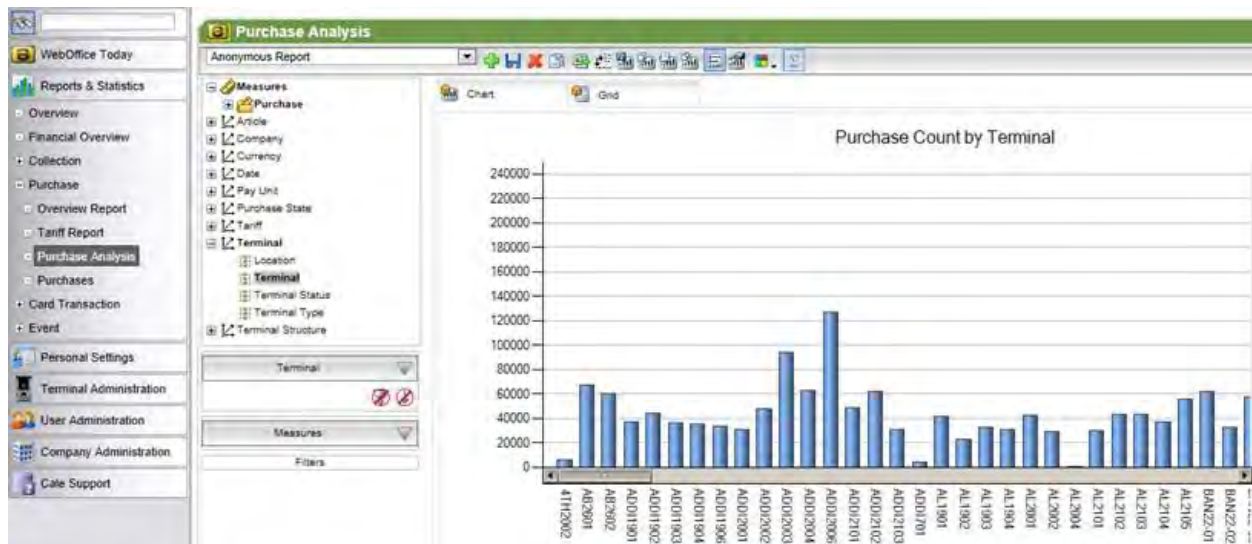
Collections

This screen shows the collection information from a specific terminal.



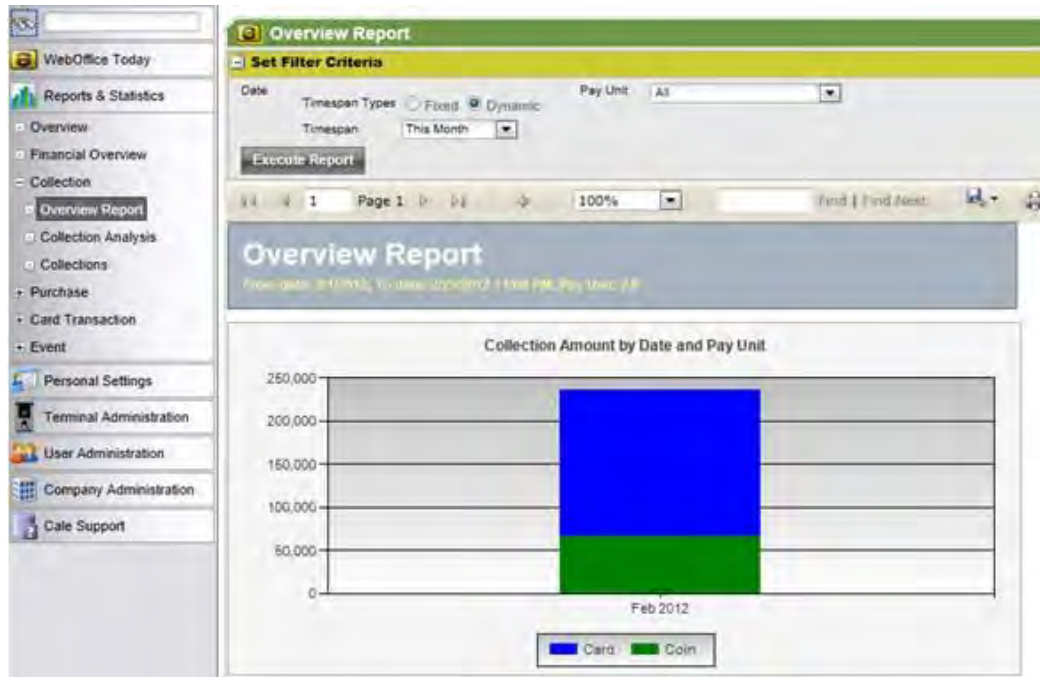
Purchase Analysis

This bar chart shows purchase counts, by terminal.



Collection Overview Report

This report shows an overview of meters collections sorted by dates (2/1/12 to 2/29/12) then pay units (coin and credit card).



Unresolved Alarms

This lists any meter that may have an unresolved issue (paper near end, door opened, full coin vault, etc.)

| Status ID | Terminal ID | Location | Route | Last Comm Date Local | Event Date | Event Level - Name | Event Code - Name | Hardware Unit - Name | Active Events |
|-----------|-------------|------------------|-------------------|-----------------------|-----------------------|--------------------|-------------------|------------------------------|---------------|
| 4 | SCEN1901 | 1801 Suncor Ave. | Euclid-Harsh Road | 2/23/2012 11:32:06 AM | 2/21/2012 3:54:57 PM | Warning | Paper near end | Printer | Active Events |
| 4 | CEN11907 | 1907 Center St | Main Route | 2/23/2012 9:13:06 AM | 2/23/2012 9:05:24 AM | Warning | Door opened | Cabinet door (units on door) | Active Events |
| 4 | HAR2201 | 2201 Harold Way | Main Route | 2/23/2012 11:42:40 AM | 2/22/2012 10:45:23 AM | Warning | Paper near end | Printer | Active Events |
| 4 | MLK2102 | 2102 MLK Jr Way | Main Route | 2/23/2012 11:40:05 AM | 2/22/2012 4:08:17 PM | Warning | Paper near end | Printer | Active Events |
| 4 | DUR2504 | 2504 Durant Ave | Telegraph Route | 2/23/2012 11:38:13 AM | 2/22/2012 4:59:17 PM | Warning | Paper near end | Printer | Active Events |

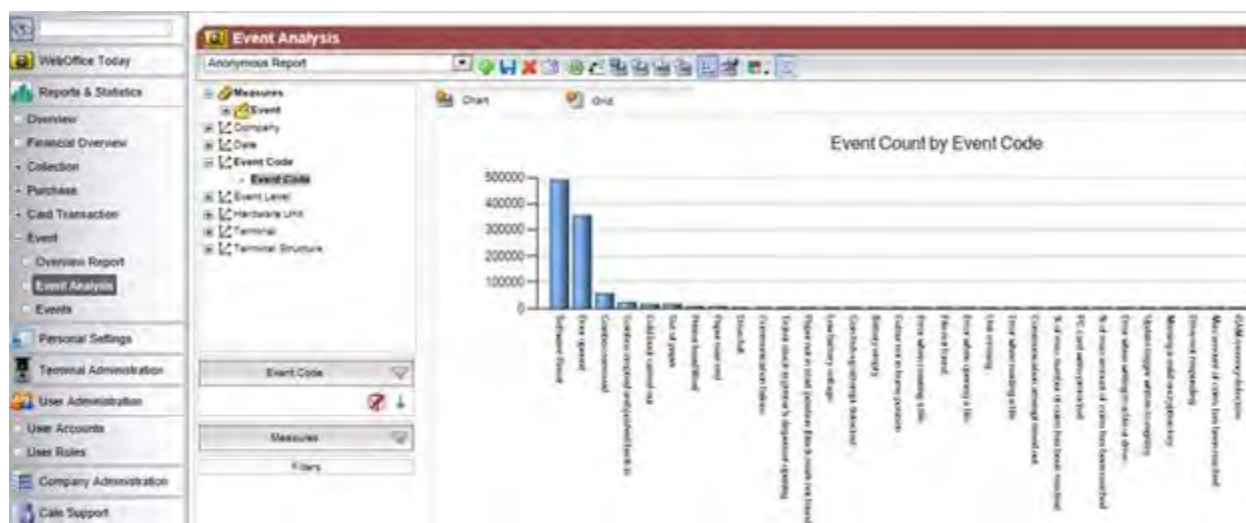
Events Report

This report lists events (door opened, coin collection, etc) from any terminal, for a user-defined period of time.

[illegible]

Event Analysis

This graph shows all event codes by event count, for a user-defined period of time.



Credit Card End of Day Report

This list shows the end of day status of specific credit card deposits for a user-defined timeframe.

| End of Day List | | | | | | | | | | | | |
|-----------------|-------------|------|----|-----|-------------|----------------|-------|----------|--------|----------|--------------------|-------------------|
| Time Of Day | Merchant ID | Year | Mo | Day | Marketplace | Marketplace ID | Trans | Trans ID | Trans | Total ID | Summary / Comments | Location |
| 1/18/2012 | 32524118895 | 2012 | 1 | 18 | 25 | 194 | 0 | 0 | 194.0 | 348.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 11 | 0 | 0 | 110.0 | 34.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 8 | 0 | 0 | 80.0 | 42.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 9 | 0 | 0 | 9.0 | 4.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 48 | 0 | 0 | 480.0 | 179.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 17 | 0 | 0 | 172.0 | 58.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 2 | 0 | 0 | 20.0 | 13.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 2 | 0 | 0 | 15.0 | 8.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 17 | 0 | 0 | 171.2 | 49.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 191 | 0 | 0 | 188.7 | 209.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 11 | 0 | 0 | 112.4 | 314.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 48 | 0 | 0 | 480.0 | 208.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 2 | 0 | 0 | 22.5 | 16.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 179 | 0 | 0 | 1824.5 | 943.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 2012 | 1 | 18 | 25 | 18 | 0 | 0 | 180.0 | 180.000 | | Banking (City of) |

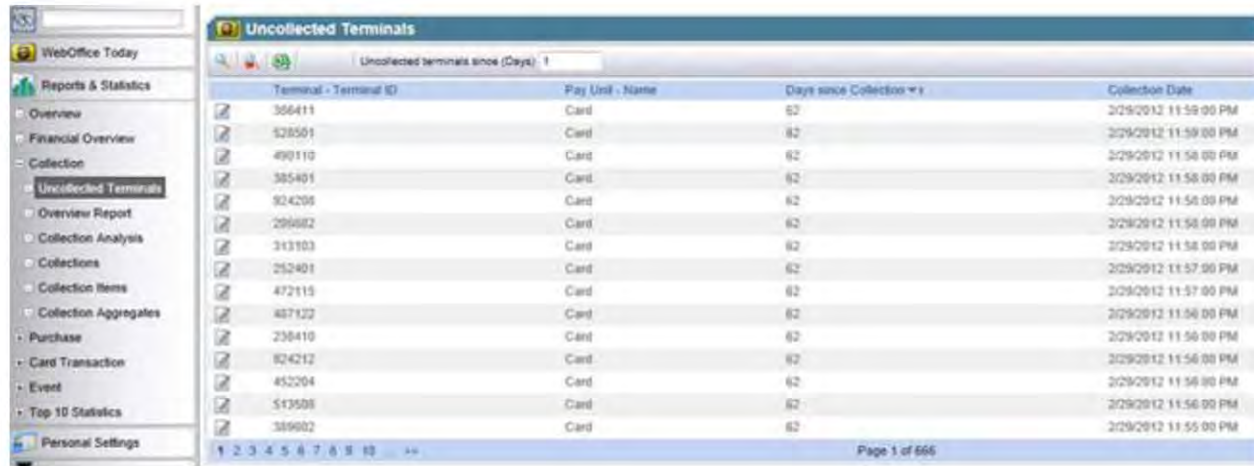
Credit Card Transactions Report

This shows the details of every credit card transaction. Note: no one has access to complete credit card number information. Cale is PCI Level 1 certified.

| Card Transactions | | | | | | | | | | | | |
|-------------------|-------------|---------------|-----------------|--------------------|-----------------|------------------|----------------|------------------|------------------|-------------------|-----------------|---------------------|
| Transaction ID | Merchant ID | Cardholder ID | Cardholder Name | Cardholder Address | Cardholder City | Cardholder State | Cardholder Zip | Cardholder Phone | Cardholder Email | Cardholder Status | Cardholder Type | Cardholder Category |
| 1/18/2012 | 32524118895 | 1211 | 1 | 18 | 25 | 194 | 0 | 0 | 194.0 | 348.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 11 | 0 | 0 | 110.0 | 34.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 8 | 0 | 0 | 80.0 | 42.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 9 | 0 | 0 | 9.0 | 4.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 48 | 0 | 0 | 480.0 | 179.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 17 | 0 | 0 | 172.0 | 58.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 2 | 0 | 0 | 20.0 | 13.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 2 | 0 | 0 | 15.0 | 8.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 17 | 0 | 0 | 171.2 | 49.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 191 | 0 | 0 | 188.7 | 209.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 11 | 0 | 0 | 112.4 | 314.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 48 | 0 | 0 | 480.0 | 208.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 2 | 0 | 0 | 22.5 | 16.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 179 | 0 | 0 | 1824.5 | 943.000 | | Banking (City of) |
| 1/18/2012 | 32524120995 | 1211 | 1 | 18 | 25 | 18 | 0 | 0 | 180.0 | 180.000 | | Banking (City of) |

Uncollected Terminals Report

This report shows where terminals have not been collected for since a specified number of days. The number of days is adjustable.



| Terminal - Terminal ID | Pay Unit - Name | Days since Collection | Collection Date |
|------------------------|-----------------|-----------------------|-----------------------|
| 366411 | Card | 62 | 2/29/2012 11:59:00 PM |
| 528501 | Card | 82 | 2/29/2012 11:59:00 PM |
| 490110 | Card | 62 | 2/29/2012 11:58:00 PM |
| 385401 | Card | 62 | 2/29/2012 11:58:00 PM |
| 924206 | Card | 62 | 2/29/2012 11:58:00 PM |
| 296682 | Card | 62 | 2/29/2012 11:58:00 PM |
| 313103 | Card | 62 | 2/29/2012 11:58:00 PM |
| 252401 | Card | 62 | 2/29/2012 11:57:00 PM |
| 472115 | Card | 62 | 2/29/2012 11:57:00 PM |
| 487122 | Card | 62 | 2/29/2012 11:56:00 PM |
| 238410 | Card | 62 | 2/29/2012 11:56:00 PM |
| 924212 | Card | 62 | 2/29/2012 11:56:00 PM |
| 452204 | Card | 62 | 2/29/2012 11:56:00 PM |
| 513508 | Card | 62 | 2/29/2012 11:56:00 PM |
| 385682 | Card | 62 | 2/29/2012 11:55:00 PM |

Strada Pay Station System and Smartfolio Overview

Physical Security and Lock

The Strada is manufactured using heavy grade steel, with the collection vault door constructed of additional steel plates. The Strada's housing has internal hinges with anti-wrenching elements. There is no hinge attack point, or pins to cut or pry off the machine.

Like other sophisticated devices where security and corrosion are a concern, our advanced use of a variety of materials reduces weight, enhances weather resistance, and reduces vandalism from strikes and graffiti, thus providing greater overall durability.

All external painted surfaces feature an epoxy powder-coat paint that is coated in a liquid polyurethane varnish with anti-UV and anti-graffiti/poster glue properties. The coating process consists of Cataphoresis, Adhesive powder, powder paint and powder varnish. This process offers resistance to corrosion according to Norm NFX 41-002 (resistance to salt spray and saline fog) and specified at 1,200 hours with REO. In addition, the unit conforms to Norm IEC 68-2-11 (saline fog). Testing to validate compliance has been carried out in a CESI approved laboratory. The seals on the unit meet an IP33 protection level, based on the European norm, EN 60529.

The 4-point locking system ensures that only the appropriate personnel have access to the maintenance area. The collection area is separate from the maintenance area and its own locking system.

Door alarms are integrated into the Strada so that an alert is triggered in the back-office when the maintenance or collection doors are open. The Strada also has an integrated shock detection sensor and an optional tilt alarm. Both communicate alerts to the back-office if an abnormal vibration event occurs (e.g. there is an attempt to pull the Strada from the ground).



Display Screen

The Strada offers two different display options –a 4" x 2.75" monochrome display and a 7" full color display screen. Both displays are graphical, allowing for the display of various messaging/fonts as well as logos. The 7" color display allows for the display of animations and GIFs to help the end user quickly make their transaction. There is enough space on either display to incorporate 6 lines of messaging (the 7" display can incorporate additional lines). The display walks the user through the transaction step by step minimizing or eliminating the need for instructional decals.



Rates are viewable on the display and they can be remotely updated, along with coinciding messages, from the back-office system.

The displays are backlit and can be easily read under various daytime and nighttime lighting conditions.

The displays are recessed and protected by a polycarbonate window. This window The window is transparent has near optical quality to ensure clear display and panel visibility without distortion or iridescence. The polycarbonate window is specified to stand up to UV radiation.

An example transaction flow specific to a Pay by Plate deployment can be found on the following page.

Example Transaction Flow Screens

P **FLAG** 08:00 AM

Please enter your plate number

_ABC1234W

Use '**<**' to correct

Press **PRINT** to continue

P **FLAG** 08:00 AM

Use the **-/+**/MAX keys to add/subtract time when using card

- + MAX

For printed receipt, press **PRINT**

P **FLAG** 08:00 AM

Select parking purchase option:

1-Start new session
2-Extend session

Use keypad below to make selection

P **FLAG** 08:00 AM

Until:
**05/04/17
10:00 AM**

Payment
\$ 2.00

For printed receipt, press **PRINT**

P **FLAG** 08:00 AM

Insert card

RATE
\$1.00 = 1 hour
MAX: 15 hours

Paid Parking: 7am-10pm
Thursday

Accepted: Credit Cards Only

VISA **MasterCard**

P **FLAG** 08:00 AM

Transaction finished

P **FLAG** 08:00 AM

Take your card back

P **FLAG** 08:00 AM

PAYMENT NOT ACCEPTED
No payment required at this time

!

P **FLAG** 08:00 AM

Until:
**05/04/17
10:00 AM**

Payment
\$ 2.00

RATE
\$1.00 = 1 hour
MAX: 15 hours

Paid Parking: 7am-10pm
Thursday

Press **PRINT** when done

P **FLAG** 08:00 AM

KIOSK CLOSED
Please use another kiosk

!

Solar Panel

The Strada is powered by a 30 watt solar panel. The solar panel is integrated within the top of the device. The Strada runs with ambient light. Rain, snow, fog, and other adverse weather conditions do not pose a problem for its functionality. There is no need for multiple batteries in the machine for uninterrupted operation. The design of the solar panel allows for 4 way rotation to point the panel in the best direction towards the sunlight.



The solar panel re-charges a commercially available 12V 27AH battery. All major components have been designed by Flowbird to consume the least amount of power. AC mains power is also an option where it is available.

Changing the power source (battery) can be accomplished easily.

The unit is also equipped with a back-up battery to sustain the clock, calendar and storage of all information concerning revenue, maintenance and unit transactions during a main back-up system failure or battery replacement.

The power consumption of the Strada is less than 3mA in standby mode. It is has been our experience that the battery life exceeds three years without a “bench” recharge or replacement.

In the event that the threshold level on the buffer battery falls below a certain level a “green” warning indicator will flash on the face of the machine. The field technician can consult with the machine to determine the voltage reading on the battery. In addition, the machine will also automatically communicate the low battery condition to the server. Maintenance personnel are then able to access this information from Smartfolio and can also receive an email or text concerning this alert. The machine will continue to fully operate in this mode.

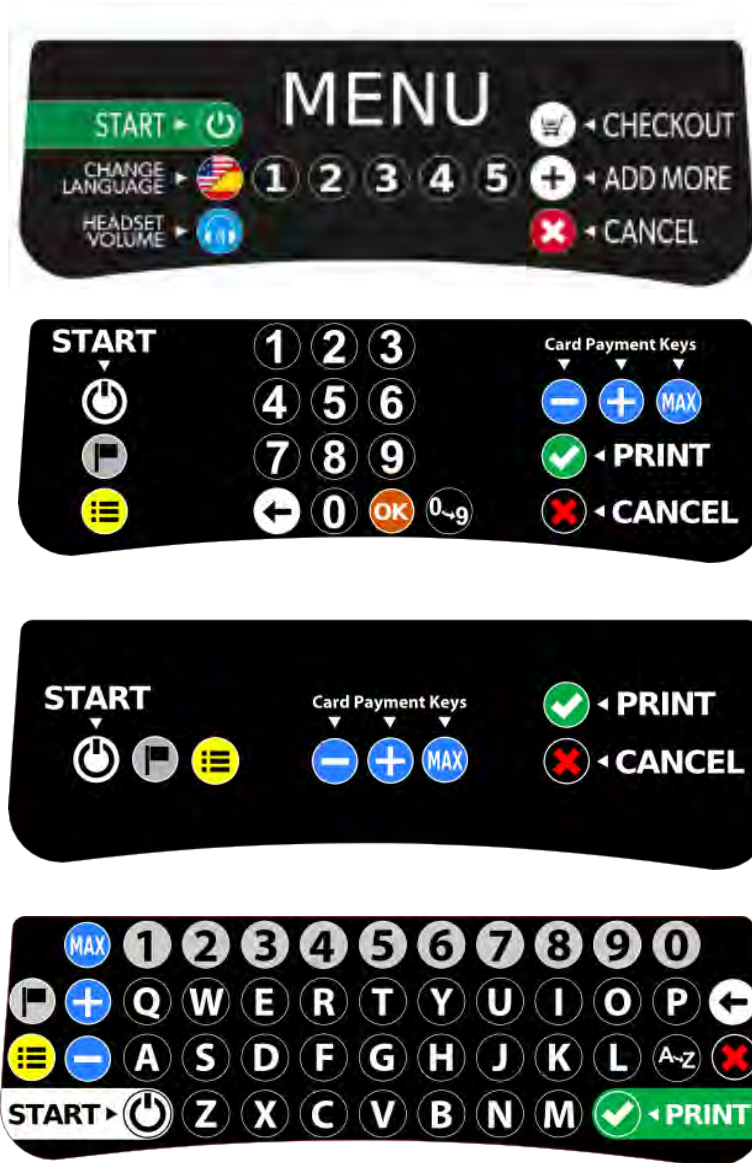
In the event that the maintenance personnel do not change out the battery, and the battery fails, the indicator on the face of the machine will change to a “red” flashing light indicating that the machine is out of order. The change in the battery status will also be posted on Smartfolio and sent to maintenance technicians as an email or text alert.

Key Pad

Strada is equipped with a customizable capacitive keypad featuring soft keys and audible indication. A key differentiator is that the overlay on the keypad can have any type of color or text to allow clients to provide the best user experience. The keypad allows for an easy switch between parking configurations without having to replace the actual hardware. The overlay and software are the only items that need to be changed if the client desires to change the button layout or the parking mode.

The keypad does not have any mechanical buttons and does not allow for rain, snow, dust, dirt, or sand to penetrate it.

Example keypads are shown on the following page.



Openings on Pay Station Such as CC/Coin/Cup

The Strada features ergonomically designed aperture openings for the insertion of payment, coins or cards, coin return and receipt dispenser. All have high impact polycarbonate covers or direct access through the steel door. Each aperture is designed to render vandalism to an absolute minimum. The coin entry slot is protected by a metallic sensor shutter that opens only for coins that meet sufficient metallic content standards.

The card reader is protected by a specially designed bezel with protrusions that guard against skimming devices. The card reader is designed for insertion of the card, allowing the client to maintain control of the card at all times.

The coin return cup is protected by a moveable cover. This keeps foreign objects out, yet provides access to returned coins.

The receipt cover is see through to allow clients to visually see the receipt has been issued yet designed that the receipt drops internally from above eliminating any opportunity to jam the mechanism and protecting it from inclement weather conditions.

Coin Slot and Acceptor

The Strada can distinguish between up to 14 different coins and/or tokens, including nickels, dimes, quarter, Susan B. Anthony dollars, Sacagawea dollars, and the new presidential golden dollar coins.

The Strada pay station features a patented motorized coin selector and recognition system that controls the movement of inserted coins in the meter (speed, position etc.) and which is unaffected by changes in temperature and humidity. The Strada coin path is the shortest in the industry which is key to preventing internal coin theft since the selector fully controls and contains the movement of the coins from the point they are inserted in the unit. The coin speed functioning is carefully controlled instead of relying on gravity test.

The Strada selector utilizes a barrel that protects the inlet when the machine is at rest, opens the inlet to introduce a coin, directs valid coins to the coin escrow and channels foreign objects to the coin return.

The default position on the barrel is solid and therefore will not allow the introduction of a non-metallic object. This prevents the introduction of plastic, wood, cloth and other non-metallic objects from entering the coin selector. The motorized wheel also prevents the validation of coins that are attached to strings or other removable devices.

The coin validator unit utilizes both optical and magnetic detectors to determine if a coin is valid or not. The coin inlet detects when a coin is approaching. The detection of the coin signals the coin inlet to open and the sensor to awaken.

After the sensors have evaluated the representative measures of the coin's diameter, thickness, and material composition, they are compared to pre-programmed data. The main board then validates or invalidates the coin according to how well it matches this data.

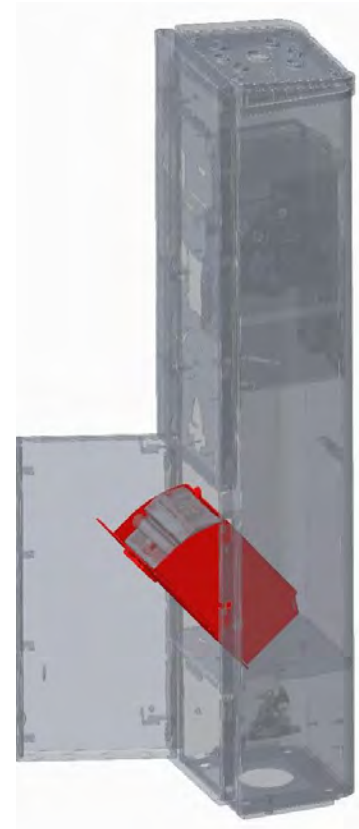
If the coin is validated, the trap door opens to deflect the coin into the escrow, which can hold over 75 US Quarters. A set of optoelectronic sensors fitted under a prism checks that the coin has moved. If the coin is not valid, it is evacuated into the coin return.

Cash Vault Compartment

The Strada features separate, secure compartments for maintenance (upper) and collection compartments (lower). The unit is equipped with separate compartments and keys. Locks are high security type and are protected from weather, vandalism and drilling by a steel baffle plate. There is no access to the vault area for coins by maintenance personnel, and vice versa.

The collection compartment features a lock that can be uniquely keyed to each vault area. The Strada utilizes a Mobile Coin Box type system where a full coin canister is replaced with an empty one. This method of collection lets you anticipate the weight of the coin canister since the weight is initially supported by the vault door during lift. The Strada coin vault holds up to \$800 in quarters.

At no time during the process does the collection personnel have access to the cash contents of the machine. A separate key is required to open the sealed coin vault. A coin vault cannot be removed and re-inserted without the internal locking mechanism being opened and reset via a high security specific lock and key. This precludes any ability for theft. The coin container is ergonomically equipped with a handle for easy handling.



The vault door of the Strada takes up very small sidewalk space and does not go all the way to the ground which is especially important when collecting during snowy conditions.

When a collection is performed, a notification is sent to the back-office system providing all details of the collection including the amount and type of coins along with the corresponding dollar amount.

Bills

The Strada recognizes \$1, \$5, \$10, \$20 and \$50 dollar bills or any combination thereof. The ability to determine what bills are accepted can be configured via a handheld program loader at the unit. The bill acceptor is programmable onsite to accept new bank notes issued by the U.S. Mint.

All bills are accepted 4-way and in any direction.

The Strada bill acceptor has an acceptance rate of 98% for street quality bills. Rejected notes are returned to the parker.

The bill acceptor is designed with an access door on the top of the unit for maintenance personnel to clear bill jams. No tools are required to open or close the access door. Jammed bill removal process typically takes less than 30 seconds unless the note is torn. The bill acceptor has a capacity for 1,000 bills.

Printer, Paper and Payment Receipt

The Strada pay station is equipped with a thermal graphic printer built to provide constant printing quality (legibility) and minimal maintenance (accomplished through limited moving parts and ease in clearing the paper path).

The printer does not require servicing and the thermal head is self-cleaning. The printer assembly and thermal head can be changed easily, without the use of tools. The printer blade is self-sharpening and needs no servicing.

The printer is run by a microprocessor linked to the main board and has the capacity to print a receipt within two and one-half seconds. The text to be printed is also controlled by the main board. Printed text and graphic/logos can be supplemented with pre-printed text and/or graphic designs. The printer is capable of printing variable-length and multi-part (perforated) receipts with various text messages. The font type and format is flexible as upper and lower case along with mixed fonts can be interspersed.

A continuous single roll of thermal printed-paper supplies the printer. A standard ticket roll stock has a capacity of 6,500 tickets. Pre-printed paper with black marking dots is utilized to allow the printer to adjust the thermal printing to the pre-printed text and/or graphics on the ticket stock. The markings on the ticket stock also provide the capability to print variable length messages. The printer can also print on “sticky-back” paper, which works great in a Pay & Display parking application. A “sticky-back” ticket roll has 3,000 tickets. Additional security features can be added to the paper such as foil or watermarks.

Paper is easily inserted into the printer by positioning the paper lead inside the plastic guide located on the front of the printer. The guide is directly accessible and visible to maintenance personnel.



Temperature and Moisture Specifications

The Strada sets the industry standard for high resistance to weather including water, snow, ice and dust penetration to the internal areas. All openings are either shuttered or angled to deflect penetrating moisture and dust. The design of the interlocking cabinetry acts as a channel to again capture and deflect moisture and dust maintaining the system integrity and reliability. The Strada maintains an operational temperature range of -22 F to 131 F and at 97% RH (Non-condensing humidity).

Strada models are by design weather resistant and have a graffiti resistant coating. The edges of the housing have a rolled finish so edges are not exposed to the elements but are located inside the housing to protect against corrosion. The unit is coated and painted to provide the best possible durability against the elements, potential graffiti and vandalism. The paint process has been refined and improved as a result of our years of experience, worldwide installations with every climatic condition and improvements in paint and coating technologies. Today, our products last an average of ten years without need for repainting services.

All main components are located inside the housing, allowing for maintenance activity during inclement weather.

Cellular Communication

Strada features a 4G cellular modem with the capability to communicate with major cellular providers such as AT&T, T-Mobile, and Verizon. A unique SIM card is provided with each Strada allowing the modem to wirelessly communicate everything that happens at the Strada (e.g. transactions, alerts, alarms) to the back-office parking management system.

The modem allows for two-way wireless communication in order to remotely send updates such as new rates, policies, messages to the Strada as needed.

Payment Options and Payment Ability at the Pay Station

The proposed Strada can be configured to accept coins, tokens, credit cards, and smart cards. Strada can be equipped with a contactless antenna to allow for NFC payments such as Apple Pay, Samsung Pay, etc. We can also provide a system for you to create validation codes that are accepted at the Strada.

Credit card data is encrypted at the pay station level. Credit card transactions are processed in real-time and the Flowbird system is PCI Level 1 v3.2 certified to ensure the highest level of security. The Strada card reader is PA-DSS certified and EMV certified.



Contactless payment option on Strada

ADA Compliancy

The Strada model has been mechanically designed to be a world-class ADA/DDA compliant meter. Flowbid undertook a project to analyze the most stringent Disabled/Disability requirements from the major countries and has built those into the current production model.

For U.S. requirements, this means all controls and client interface points are located at 48" or below. The user controls are designed to eliminate tight grasping, pinching, or twisting of the wrist.

Per the ADA Federal Guidelines:

308.2 Forward Reach.

308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches (1220 mm) maximum and the low forward reach shall be 15 inches (380 mm) minimum above the finish floor or ground.

General Pay Station Design and Features

The sub-assemblies of the meter are of a modular design to allow easy servicing through plug-in replacement parts. All electronic connections are of high quality and feature gold-plated terminals.

The main board and internal components are environmentally sealed, highly water-resistant and are able to operate in conditions that exceed 97 percent humidity.

Every electronic component on the machine is coated to prevent operational failure and to ensure that the unit will stay fully operational within the specified temperature and relative humidity ranges.

Electrical connections between components/modules are accomplished with connectors. The machine has been designed so that the connectors for each component have a unique size and cable length preventing the deliberate or inadvertent connection of incompatible assemblies. Where feasible, wiring is held in position with clips.

The unit is designed around a 32 Bit Risc Processor. All memory is backed up with an exchangeable data module. There are a minimal number of sub-assemblies and therefore a reduced number of connectors, which is essential in improving reliability. Typically the equipment has the following main sub-assemblies:

1. Main board with datapack
2. Coin selector
3. Card Reader
4. Printer
5. Modem
6. Display

Access to the components can be tracked via the back-office system utilizing a maintenance card option or through integrated electronic locks.

Installation of the Stradas on-street or in surface lots is simple as it requires no electrical hookups. Typically the Stradas are anchored to existing concrete with 4 wedge anchors. The Stradas are installed and manufactured to be ADA compliant.

The Strada has an integrated sensor to detect vibration and sends vibration alerts to the back-office system.

The Strada housing, components, and coin boxes can be equipped with bar codes/RFID tags to support inventory tracking.

Data

The Strada pay stations communicate via wireless two-way communication with Flowbird's powerful back-office parking management suite which provides data/financial management solutions. The system is a complete suite of services based on a unique IT platform developed and managed by Flowbird as a fully hosted service. Smartfolio manages the information to and from the pay stations and redirects it to the customer via a password protected, web based interface.

Everything that occurs at a pay station (status check, collection, maintenance operation, transaction, etc) is recorded and regularly transmitted to the central server. This information is then processed and ready for you to review and analyze.



The back-office system allows you to remotely download rate, message, and ticket changes to the Strada.

Using the Smartfolio web interface you can view all sales data in many different forms. For instance, you can view transactions by pay station, by group of pay stations, by type of transaction, or by type of user.

You can monitor the status of your pay stations using Flowbird's Smartfolio web interface because all alarms and warnings are right there for you to view. Like your sales data, maintenance data can also be viewed in different forms, making it easy to put a maintenance schedule together. Smartfolio can also send specific alarms right to your cell phone to alert you of a problem immediately.

Flowbird's credit card processing solution has earned Level 1 PCI certification, which is the highest rank available from the major credit card providers (VISA, MasterCard, AMEX). Level 1 is only given to those third-party providers who handle thousands of credit card transactions monthly and who meet their stringent – and audited – credit card transaction security protocols to protect your customers' personal transaction data. Level 1 requires an external audit for approval, which is more rigorous than the self-audit that some vendors may do.

Our system provides 128 bit DES encryption when the credit card is read at the card reader. The encrypted card information is then transmitted directly to your PCI compliant transaction service provider/clearing house.

Management Software System Capabilities

The Smartfolio back-office system allows your team to modify rates, policies, and messages on a web based interface. The Smartfolio system is flexible to manage many different parking rates and is capable of charging pricing specific to the time of day. The system respects the parking policies setup in the City including "no-charge" parking times and minimum/maximum parking limits.

Rates can be remotely downloaded from Smartfolio to avoid having to visit the Stradas to make a rate change. The downloads can be scheduled well in advance to ensure the proper rates are downloaded on the right days. When a rate is downloaded Smartfolio allows your team to track the progress. The system provides a status of download time as well as installed time.

When preparing to download a rate structure, your team can choose individual pay stations or groups of pay stations for each specific rate structure.

The Smartfolio system incorporates a simulator tool that allows you to make virtual payments to test how the rate structure that was built reacts based on the desired policies.

In addition to managing rates on the Stradas, the Smartfolio system allows your team to monitor each pay station in your parking system. All warning alerts (e.g. communications, low paper, low battery) and alarms (e.g. coin jam, paper out) are reported to Smartfolio in real-time.

Rate Package Capabilities

The Stradas are able to manage a variety of pricing models (e.g. flat rates, hourly rates, special event rates, progressive rates) and products (e.g. parking, bus tickets, etc). The system is very powerful and rate configuration can be managed for each minute of the day. Rates can vary by pay station, zone, and by time of day. For instance, the rate structure can change during rush hour or peak times and then go back to a standard rate structure.

Strada is able to accept pre-payments for parking with the parking time starting at specified enforcement times.

| Value / value added | Duration / time added |
|---------------------|-----------------------|
| 1.50 | 00:01:00m00s |
| 3.00 | 00:02:00m00s |
| 4.50 | 00:03:00m00s |
| 10.00 | 00:08:00m00s |

As discussed above, rates can be configured by your team utilizing our Smartfolio back-office system and remotely downloaded to the Strada. Minimum and maximum payments can be managed by the Strada and changed via Smartfolio. Using Smartfolio and our Analytics tool, clients can analyze occupancy and parking congestion in a variety of ways and change rates accordingly to help ease parking pressure.

Strada can support five languages at the pay station level. These include English, Spanish, French, German, Russian, Ukrainian, Vietnamese, Hmong, Somali and Chinese.

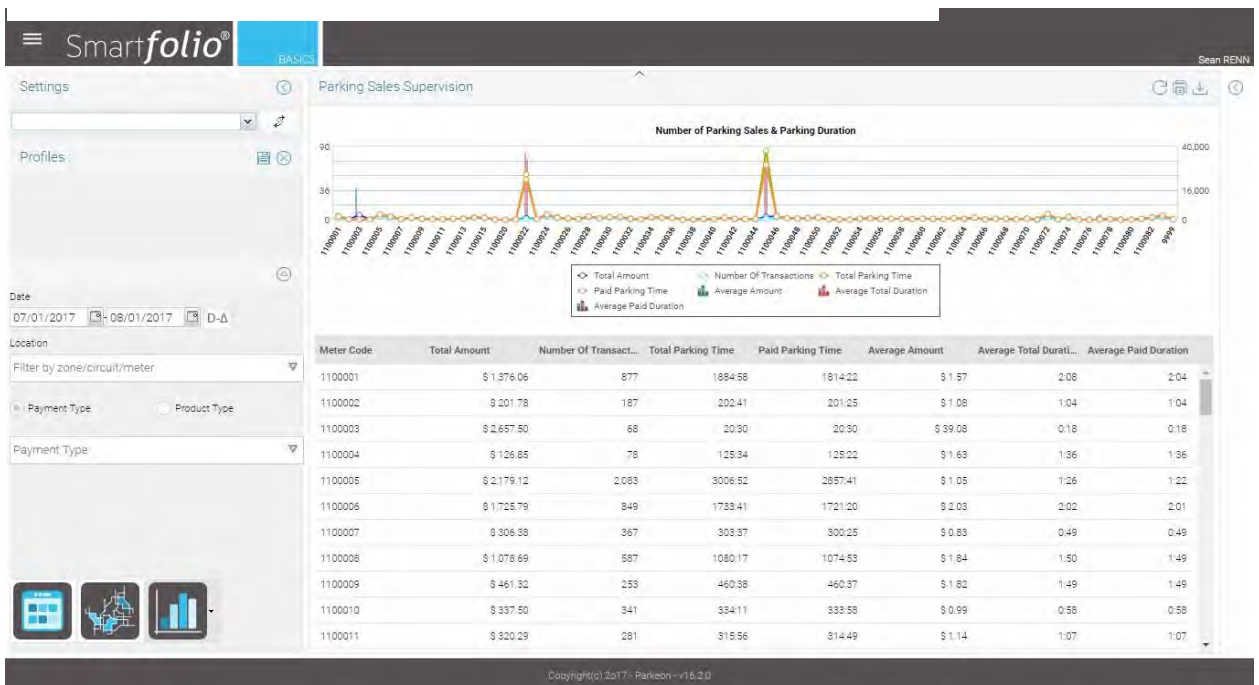
Screenshots of Smartfolio Reports

Dashboard Reports



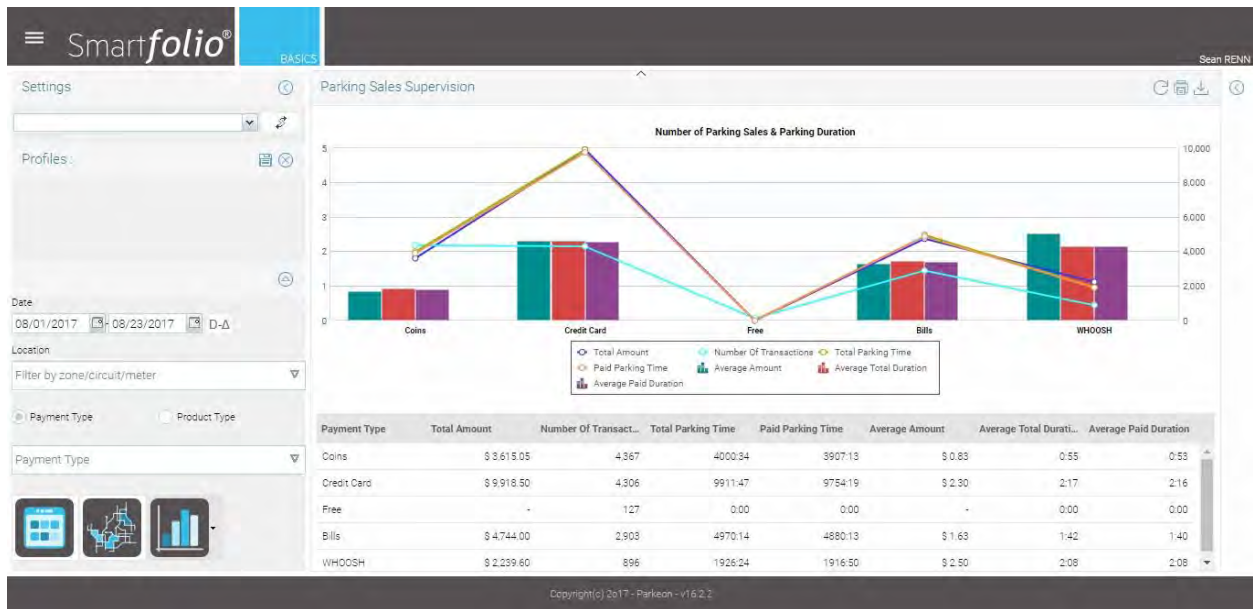
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Transaction and Revenue Activity by Pay Station

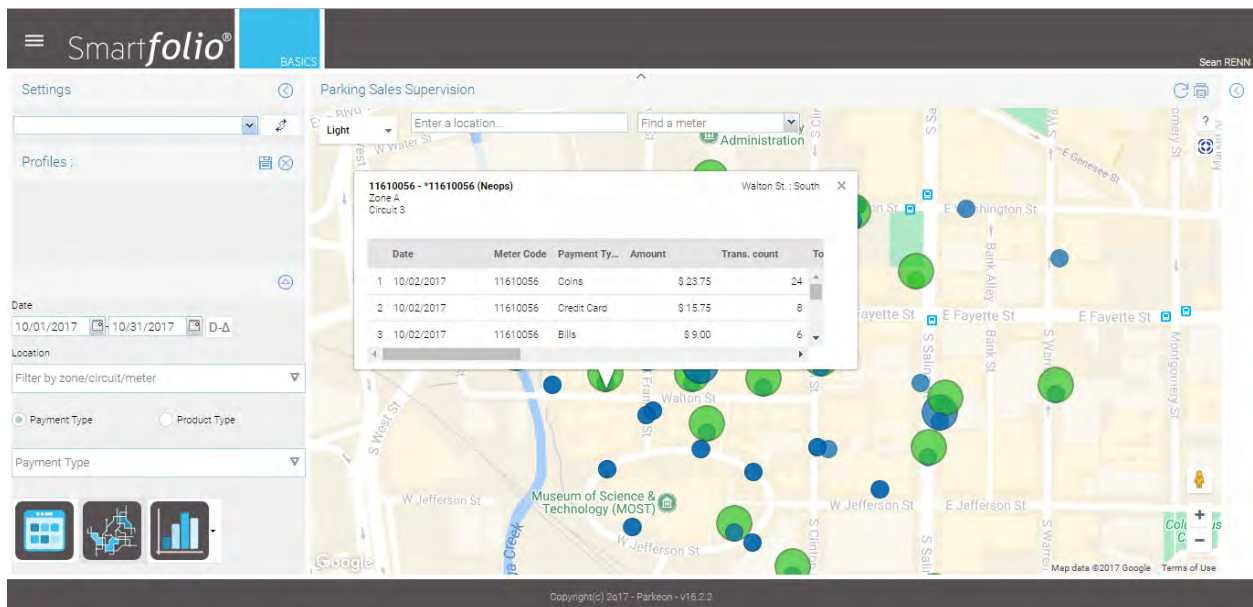


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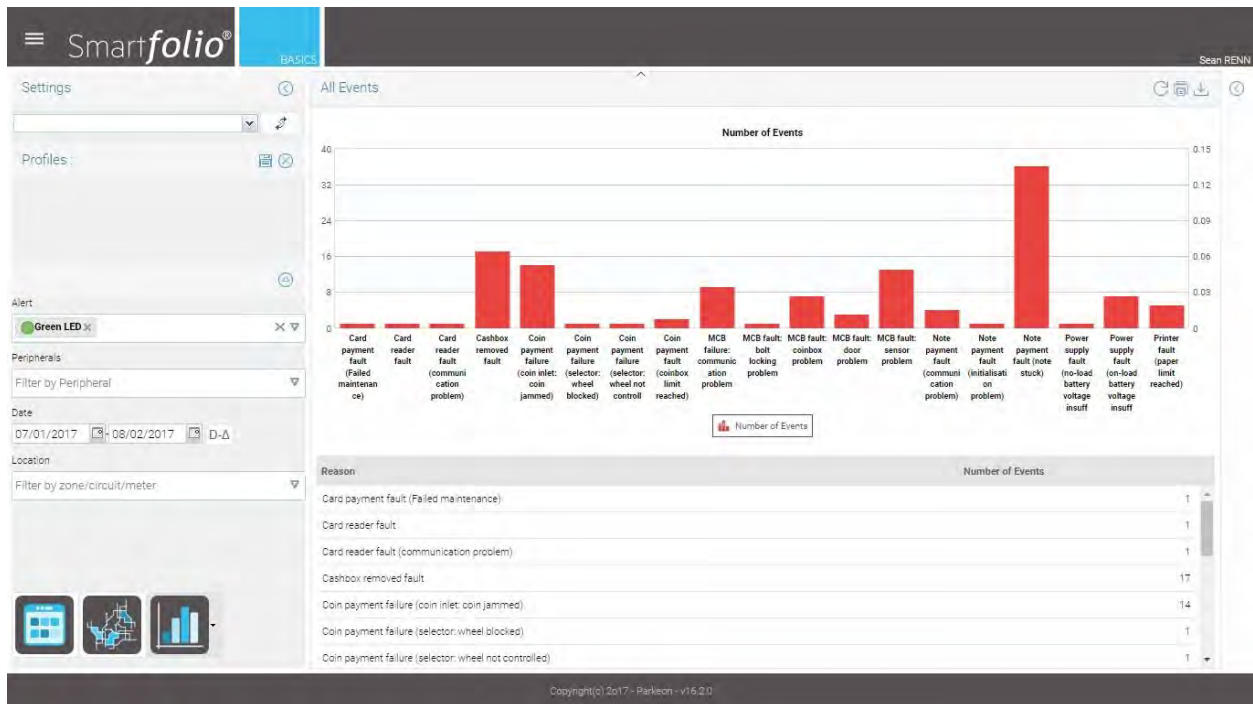
Transaction and Revenue Activity by Payment Type



Parking Activity on Google Maps



Maintenance Alerts by Reason



Maintenance Alerts by Pay Station - Current

The screenshot shows the Smartfolio interface with the 'Maintenance Alerts' tab selected. The left sidebar contains settings for profiles, alert (Failure, Defect, Critical Battery, Critical transaction), and peripherals. The main area displays a table of current maintenance alerts.

| Meter Code | GSM covera... | Battery | Tickets Rem... | Last comm. date | Category Code | Start date time | Reason |
|------------|---------------|---------|----------------|----------------------|---------------|--|--|
| 1 700044 | 19 | 11.611V | 3,095 | 12/14/2016 11:57... | | 12/14/2016 11:54:30 am 12/14/2016 11:55:35 am | MCB fault: bolt locking problem MCB fault: bolt unlocking problem |
| 2 700022 | 28 | 10.982V | 5,602 | 10/13/2017 10:14... | | 10/10/2017 12:54:38 pm | Note payment fault (note stuck) |
| 3 700043 | 30 | 12.069V | 133 | 10/13/2017 7:201... | | 10/12/2017 1:49:08 pm | Printer fault (paper limit reached) |
| 4 700037 | 31 | 12.526V | 11 | 10/13/2017 10:14... | | 10/11/2017 11:56:47 am | Printer fault (paper limit reached) |
| 5 700030 | 31 | 12.240V | 47 | 10/13/2017 10:14... | | 10/11/2017 11:30:03 am | Printer fault (paper limit reached) |
| 6 700019 | 31 | 12.698V | 4,449 | 10/13/2017 10:10... | | 10/3/2017 1:32:23 pm | MCB fault: coinbox problem |
| 7 700026 | 20 | 12.069V | 1,560 | 9/27/2017 4:20:53... | | 10/11/2016 11:08:26 am | Banknote reader sensor problem |
| 8 700032 | 31 | 12.469V | 3,373 | 10/13/2017 10:14... | | 10/11/2017 3:24:47 pm | Note payment fault (note stuck) |
| 9 700036 | 17 | 12.355V | 184 | 6/10/2016 10:15:1... | | NA | |

Page 1 of 1 | 9 records

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Maintenance Activity by Pay Station

Smartfolio® BASICS Sean RENN

Settings Maintenance Progress

Profiles:

Peripherals:

Filter by Peripheral:

Date: 10/01/2017 10/13/2017 D-A

Location: Filter by zone/circuit/meter

| Meter Date Time | Meter Code | Peripheral | Reason | Meter Desc | Agent code | Zone Desc | Circ |
|---------------------------------------|------------|------------|--|-----------------|------------|-----------|------|
| Meter Code: 700007 (2 records) | | | | | | | |
| 1 10/06/2017 09:51 am | 700007 | Printer | Printing a programming test ticket (No. 019) | *700007 (Neops) | 0 | Zone 1 | C |
| 2 10/06/2017 09:51 am | 700007 | Main Board | Display and cancelling of red failure LEDs (No. 096) | *700007 (Neops) | 0 | Zone 1 | C |
| Meter Code: 700010 (2 records) | | | | | | | |
| 3 10/03/2017 12:05 pm | 700010 | Printer | Printing a programming test ticket (No. 019) | *700010 (Neops) | 0 | Zone 1 | C |
| 4 10/03/2017 12:05 pm | 700010 | Main Board | Display and cancelling of red failure LEDs (No. 096) | *700010 (Neops) | 0 | Zone 1 | C |
| Meter Code: 700018 (2 records) | | | | | | | |
| 5 10/10/2017 12:23 pm | 700018 | Main Board | Display and cancelling of green warning LEDs (No. 097) | *700018 (Neops) | 0 | Zone 1 | C |
| 6 10/10/2017 12:27 pm | 700018 | Main Board | Device initialisation (No. 080) | *700018 (Neops) | 0 | Zone 1 | C |
| Meter Code: 700023 (5 records) | | | | | | | |
| 7 10/02/2017 02:27 pm | 700023 | Main Board | Display and cancelling of red failure LEDs (No. 096) | *700023 (Neops) | 0 | Zone 1 | C |
| 8 10/02/2017 02:29 pm | 700023 | Main Board | Display and cancelling of red failure LEDs (No. 096) | *700023 (Neops) | 0 | Zone 1 | C |
| 9 10/03/2017 10:33 am | 700023 | Printer | Printing a programming test ticket (No. 019) | *700023 (Neops) | 0 | Zone 1 | C |
| 10 10/03/2017 10:33 am | 700023 | Main Board | Display and cancelling of red failure LEDs (No. 096) | *700023 (Neops) | 0 | Zone 1 | C |
| 11 10/03/2017 02:18 pm | 700023 | Printer | Printing a programming test ticket (No. 019) | *700023 (Neops) | 0 | Zone 1 | C |
| Meter Code: 700028 (2 records) | | | | | | | |
| 12 10/02/2017 02:22 pm | 700028 | Printer | Printing a programming test ticket (No. 019) | *700028 (Neops) | 0 | Zone 1 | C |
| 13 10/02/2017 02:22 pm | 700028 | Main Board | Display and cancelling of red failure LEDs (No. 096) | *700028 (Neops) | 0 | Zone 1 | C |

Page 1 of 1 17 records restore

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Collection Totals by Zone

Smartfolio® BASICS Sean RENN

Settings Collection Results

Profiles:

Date: 01/01/2017 10/13/2017 D-A

Collection status: ok

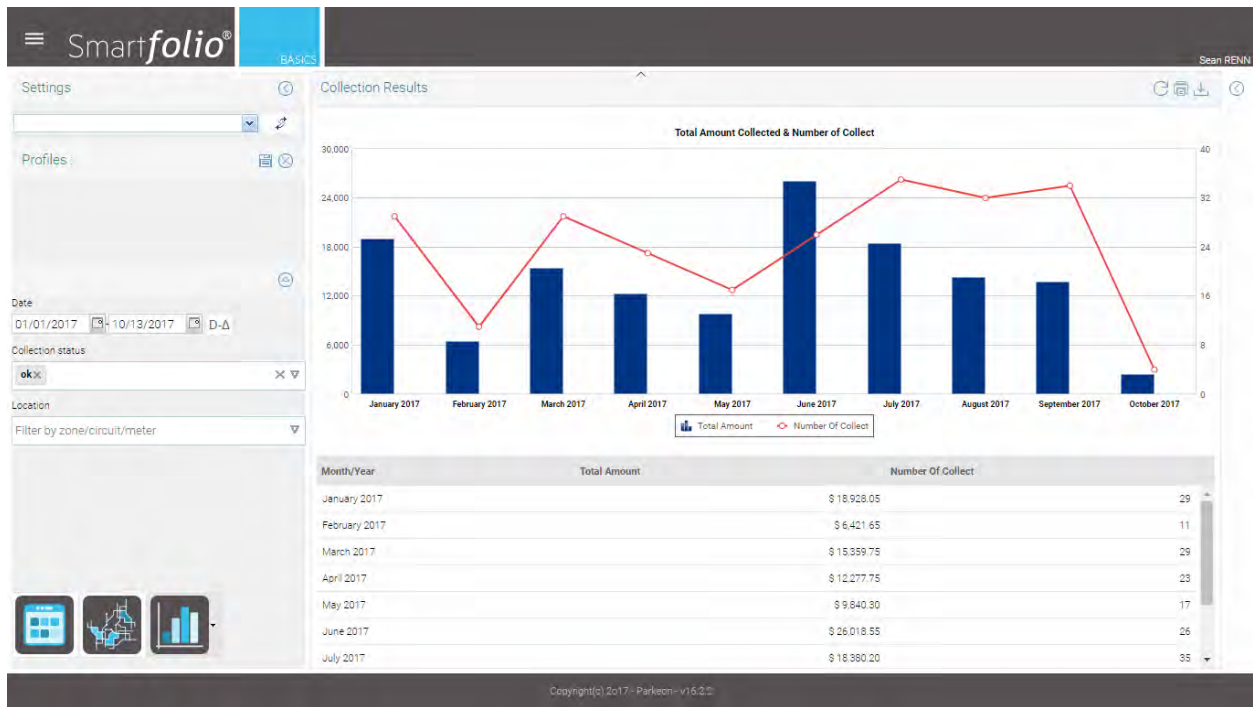
Location: Filter by zone/circuit/meter

Total Amount Collected & Number of Collect

| Circuit Desc | Total Amount | Number Of Collect |
|--------------|--------------|-------------------|
| Bellinap | \$ 3,031.85 | 5 |
| Broadway | \$ 478.55 | 2 |
| Central | \$ 44,099.15 | 87 |
| Chapel St. | \$ 550.25 | 1 |
| Chestnut St. | \$ 1,023.70 | 4 |
| Fine Payment | \$ 6,525.70 | 2 |
| First St. | \$ 2,979.05 | 5 |

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Collection Totals by Month



Collection Details by Pay Station

Collection Results

| | Meter Date Time | Meter Code | Collection num... | Trans. count | Payment Type | Amount | Address | Circuit Desc | Date | Month |
|----|----------------------|------------|-------------------|--------------|--------------|-----------|----------------------|--------------|------------|-----------|
| 1 | 09/05/2017 06:49 ... | 1100050 | 11 | 706 | Coins | \$ 660.35 | 53 Washington Street | Washington | 09/05/2017 | September |
| 2 | 09/05/2017 06:54 ... | 1100021 | 2 | 477 | Coins | \$ 550.25 | 7 Chapel Street | Chapel St. | 09/05/2017 | September |
| 3 | 09/05/2017 06:59 ... | 1100036 | 9 | 567 | Coins | \$ 571.60 | 30 Third Street | Third St. | 09/05/2017 | September |
| 4 | 09/05/2017 07:08 ... | 1100034 | 16 | 666 | Coins | \$ 579.30 | 472 Central Ave | Central | 09/05/2017 | September |
| 5 | 09/05/2017 07:18 ... | 1100012 | 10 | 779 | Coins | \$ 567.90 | 314 Central Avenue | Central | 09/05/2017 | September |
| 6 | 09/05/2017 07:24 ... | 1100070 | 8 | 982 | Coins | \$ 584.05 | 2 Hale Street | Hale St. | 09/05/2017 | September |
| 7 | 09/12/2017 10:23 ... | 1100014 | 18 | 1 | Coins | \$ 0.25 | 364 Central Ave | Central | 09/12/2017 | September |
| 8 | 09/12/2017 10:30 ... | 1100020 | 1 | 498 | Coins | \$ 407.90 | 432 Central Ave | Central | 09/12/2017 | September |
| 9 | 09/12/2017 10:47 ... | 1100016 | 18 | 668 | Coins | \$ 527.85 | 400 Central Ave | Central | 09/12/2017 | September |
| 10 | 09/12/2017 11:04 ... | 1100015 | 16 | 2 | Coins | \$ 2.25 | 386 Central Ave | Central | 09/12/2017 | September |
| 11 | 09/12/2017 11:34 ... | 1100018 | 1 | 364 | Coins | \$ 328.50 | 420 Central Ave | Central | 09/12/2017 | September |
| 12 | 09/12/2017 12:52 ... | 1100029 | 12 | 1 | Coins | \$ 0.25 | 451 Central Ave | Central | 09/12/2017 | September |
| 13 | 09/12/2017 01:38 ... | 1100036 | 10 | 57 | Coins | \$ 65.25 | 30 Third Street | Third St. | 09/12/2017 | September |
| 14 | 09/12/2017 01:55 ... | 1100063 | 9 | 562 | Coins | \$ 536.25 | 7 Second Street | Second St. | 09/12/2017 | September |
| 15 | 09/12/2017 03:04 ... | 1100035 | 11 | 704 | Coins | \$ 644.35 | 16 Third Street | Third St. | 09/12/2017 | September |
| 16 | 09/12/2017 03:23 ... | 1100036 | 14 | 0 | Coins | \$ 0.00 | 30 Third Street | Third St. | 09/12/2017 | September |
| 17 | 09/12/2017 03:28 ... | 1100063 | 10 | 0 | Coins | \$ 0.00 | 7 Second Street | Second St. | 09/12/2017 | September |

Page 1 of 1 | 38 records / \$ 16,138.15

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Collection Details by Individual Collection

Collection Report

Meter 11700133
06:24 am 10/02/2017
Collect Nb 28

Amount : \$ 129.50

| value | quantity | Total |
|---------|----------|-----------|
| \$ 0.05 | 56 | \$ 2.80 |
| \$ 0.10 | 87 | \$ 8.70 |
| \$ 0.25 | 472 | \$ 118.00 |
| \$ 1.00 | 0 | \$ 0.00 |
| | | \$ 129.50 |

Collection Report

Meter 159830
08:16 am 10/02/2017
Collect Nb 170

Amount : \$ 262.00

| value | quantity | Total |
|---------|----------|-----------|
| \$ 1.00 | 77 | \$ 77.00 |
| \$ 5.00 | 37 | \$ 185.00 |
| | | \$ 262.00 |

Rate Configuration – Day Part View

Smartfolio®

Settings Tariff Editor

Lot19_lb.Message2

| Period | From | To | User | Add. Condition | Slot | Pricing / Product |
|-----------------------|------|----|--------|----------------|---------------------|-------------------|
| 1 In list 'GAME_8pm' | NA | NA | User 1 | Area 19 | 12:00 am -> 02:00.. | T6 |
| 2 In list 'GAME_8pm' | NA | NA | User 1 | NA | 12:00 am -> 02:00.. | T6 |
| 3 In list 'GAME_8pm' | NA | NA | NA | NA | 02:00 am -> 02:00.. | T9 |
| 4 In list 'GAME_8pm' | NA | NA | User 1 | Area 19 | 02:01 am -> 06:00.. | REJECT |
| 5 In list 'GAME_8pm' | NA | NA | User 1 | NA | 02:01 am -> 06:00.. | REJECT |
| 6 In list 'GAME_8pm' | NA | NA | User 1 | Area 19 | 06:00 am -> 03:00.. | T6_2 |
| 7 In list 'GAME_8pm' | NA | NA | User 1 | NA | 06:00 am -> 03:00.. | T6_2 |
| 8 In list 'GAME_8pm' | NA | NA | User 1 | Area 19 | 03:00 pm -> 11:00.. | T_lev25_1130p |
| 9 In list 'GAME_8pm' | NA | NA | User 1 | NA | 03:00 pm -> 11:00.. | T_lev25_1130p |
| 10 In list 'GAME_8pm' | NA | NA | User 1 | Area 19 | 11:00 pm -> 12:00.. | T6 |
| 11 In list 'GAME_8pm' | NA | NA | User 1 | NA | 11:00 pm -> 12:00.. | T6 |
| 12 Everyday | NA | NA | User 1 | Area 19 | 12:00 am -> 02:00.. | T6 |
| 13 Everyday | NA | NA | User 1 | NA | 12:00 am -> 02:00.. | T6 |
| 14 Everyday | NA | NA | NA | NA | 02:00 am -> 02:00.. | T9 |
| 15 Everyday | NA | NA | User 1 | Area 19 | 02:01 am -> 06:00.. | REJECT |
| 16 Everyday | NA | NA | User 1 | NA | 02:01 am -> 06:00.. | REJECT |
| 17 Everyday | NA | NA | User 1 | Area 19 | 06:00 am -> 12:00.. | T6 |

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Rate Configuration – Calendar View

Rules Table:

| Period | From | To | User | Add. Condition | Slot | Pricing / Product |
|--------|--------------------|----|--------|----------------|----------------------|-------------------|
| 1 | In list 'GAME_8pm' | NA | User 1 | Area 19 | 12:00 am -> 02:00 am | T6 |
| 2 | In list 'GAME_8pm' | NA | User 1 | NA | 12:00 am -> 02:00 am | T6 |

Rate Configuration – Rule Modification

Modify a Rule Dialog Properties:

- From / To: [Empty]
- Period: In list 'GAME_8pm'
- Slot: 12:00 am -> 02:00 am
- Add. Condition: Area 19
- User: User 1
- Pricing / Product: T6
- First paying day: ☒ Reachable only the first paying day

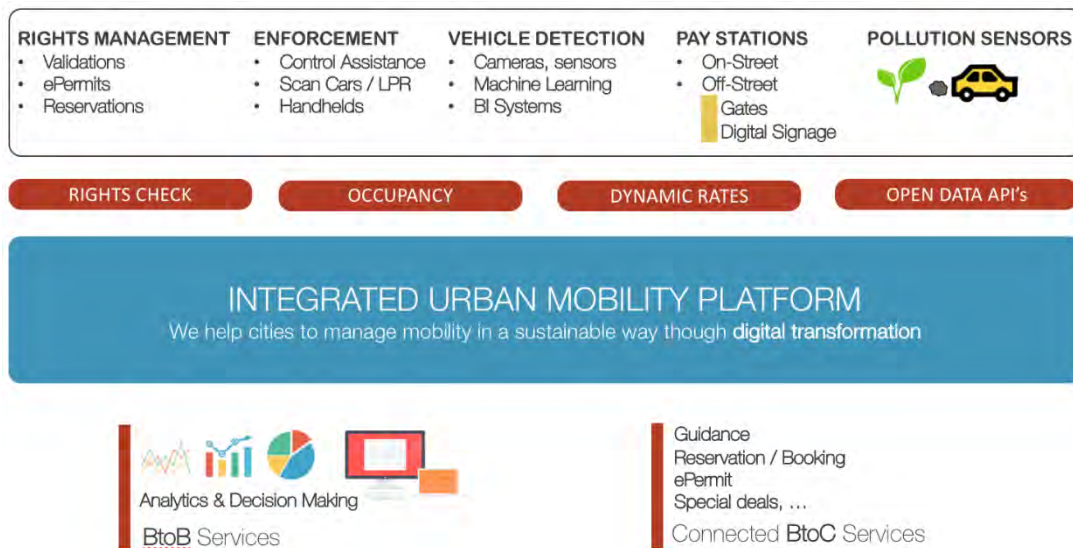
API to Outside Data Warehouse

Publicly-available data that can be used and combined to provide local residents and officials with new insights and the chance to make decisions based upon actual facts and figures. As such, Open Data systems is one of our core activities. We have been cooperating with many Cities (Chicago, NYC, Paris, London) using an Open Data approach. All the data coming from our systems belongs to the City Operator & Community and we offer a flexible interface allowing the City to use the data for any purpose or study.

Two methods are available:

- The City or City Partners pulls the data from our platform using our API's
- Push API interface that pushes the data to the City/Partners data warehouse according to the interface defined by its IT services

As part of part of our Digital Transformation strategy we have developed a model where each solution is a brick or a service that is integrated on our central data mobility platform. These solution bricks can be either our own and/or a 3rd party technology partners component. The data that we collect, organize and store can then be leveraged to offer added value BtoB and BtoC services.



Flowbird's data convergence platform for urban mobility

Credit Card Processing

All credit card transactions made at the Strada are performed in real-time. Flowbird offers payment gateway services for card present transactions (chip & pin, magnetic stripe) only. The information flow is organized as follows:

- 1) The payment card is introduced into the card reader. The card reader reads the magnetic stripe or starts communicating with the chip of the card depending on the readers and scheme configuration.
- 2) The card reader module is connected to the Internet via a 4G network. The card reader opens a connection with the payment server (ArchiPEL) over one defined UDP port. Symmetric AES session keys are exchanged via RSA key exchange over this connection. AES keys are at least 128 bit, RSA keys at least 1024 bit long. The authorization and instant clearing request is sent to the payment server over this encrypted channel.
- 3) The Flowbird ArchiPEL payment server processes the request and translates it to the format used by the upstream processor.
- 4) The authorization and instant clearing request is passed on to the upstream processor over an encrypted HTTPS channel. Sensitive authentication data, i.e. Track 2 data, is kept in memory of the server until the transaction has been confirmed by the upstream processor
- 5) Once the transaction has been confirmed by the upstream processor, transaction data is cleared from the memory transaction log containing truncated and encrypted PANs are stored in the database.

The Archipel gateway will be integrated with your preferred payment processor/acquirer. Reconciliation is performed using the Smartfolio web interface which provides details on all card transactions including the status (completed, not completed, in progress) and type (Visa, MasterCard, American Express, Discover). Refunds can be made through the Smartfolio system as well.

Single/Dual Space Parking Meters

Flowbird's MAX meter is unique in the industry. One MAX meter covers two parking spaces. This allows for a large cost savings to parking organizations who have dual space meters today. Using one meter rather than two allows clients to:

- Reduce upfront purchase cost for meters
- Reduce operating and transactional expenses
- Achieve greater efficiency relative to short-term parking regulations and enforcement
- Enhance customer accessibility as a result of multiple payment acceptance methods
- Update current parking meter technology with the latest and greatest the market has to offer
- Reduce service calls and customer complaints due to malfunctioning equipment
- Lower maintenance and repair costs

MAX features include:

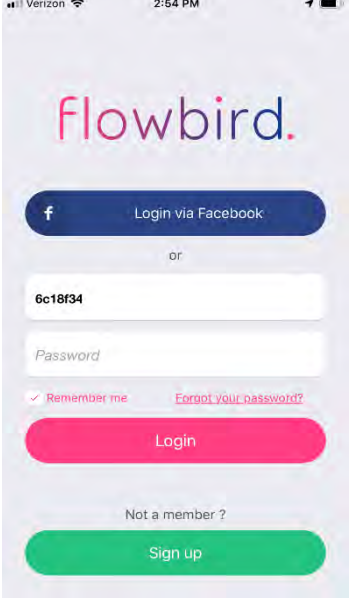
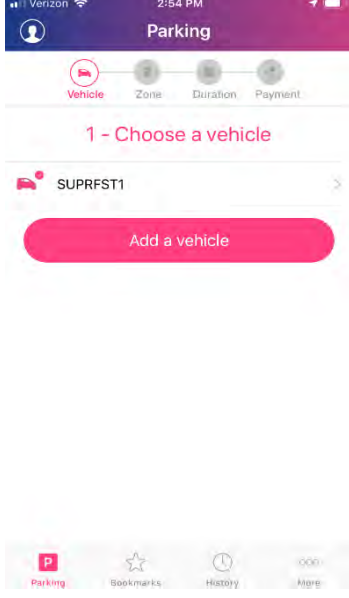
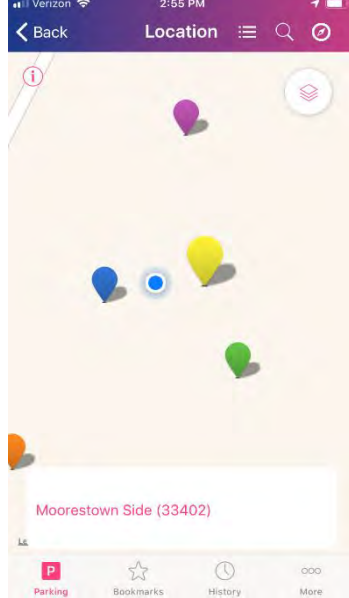
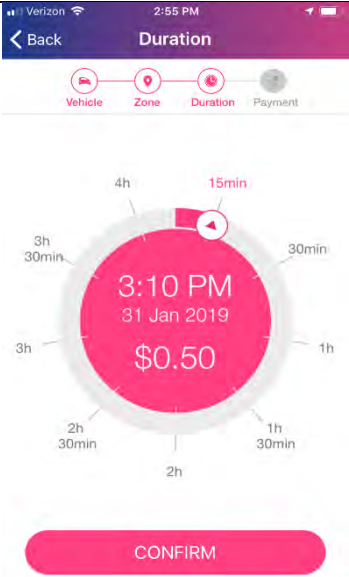
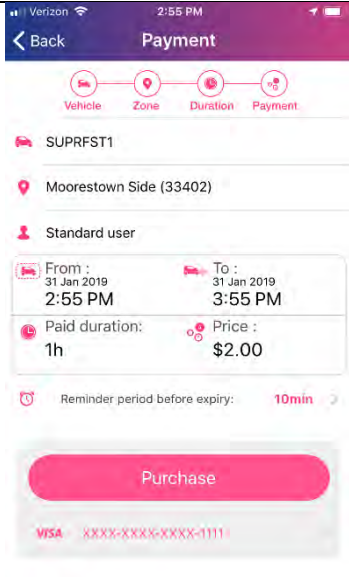
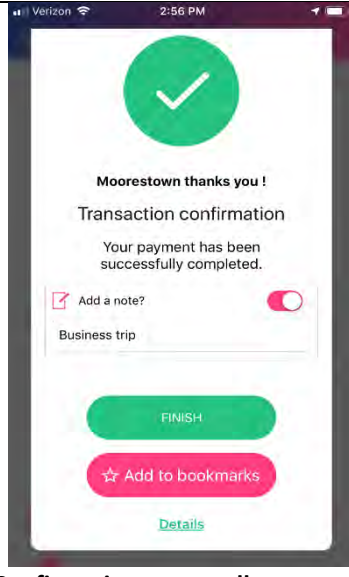
- Larger Solar Panel: Capture more sun to boost uptime.
- Protected: Airplane strength aluminum alloy and tough polycarbonate protect against vandals and weather.
- LED Alerts: Front and rear colored LEDs indicate meter pay status and flash operational alerts
- Digital Alerts: Email & texts ensure rapid response to alerts.
- Remote Programming: Wireless software and configuration updates maximize uptime and revenue.
- Coin Validator: Infrared coin jam detection alerts maximize uptime.
- Power: Redundant battery and solar power systems maximize uptime and profit
- Security: ID cards provide 3 levels of access for meter configurations, service, or collections
- Communications: 3G/4g modem wireless connectivity



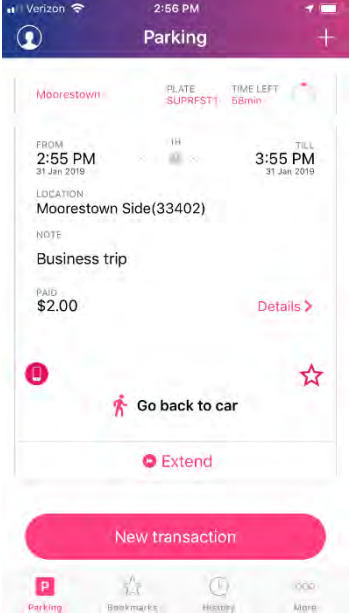
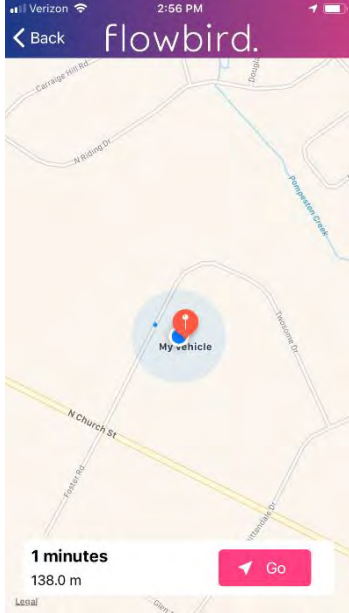
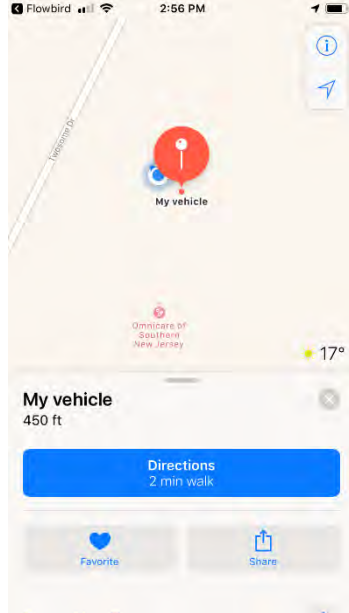
FLOWBIRD APP SOLUTION OVERVIEW

The Flowbird app is easy-to-use and can be downloaded from the App Store or the Google Play Store. The service can also be used on our website: www.flowbirdapp.com.

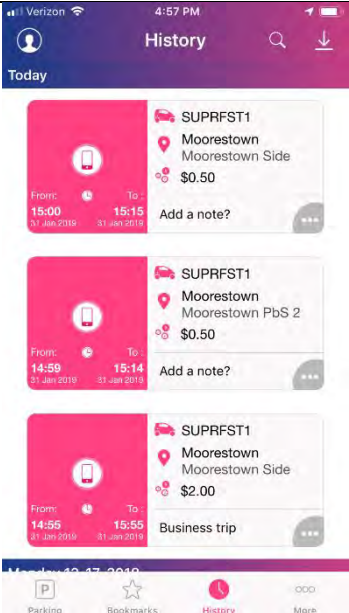
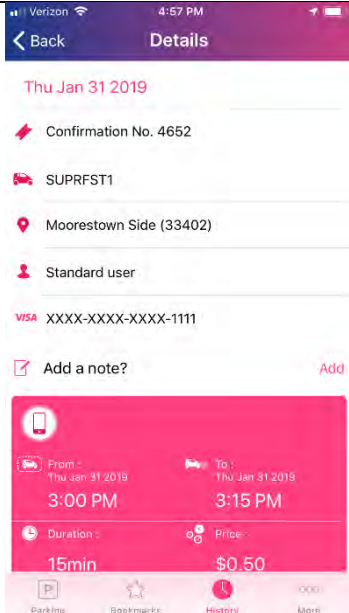
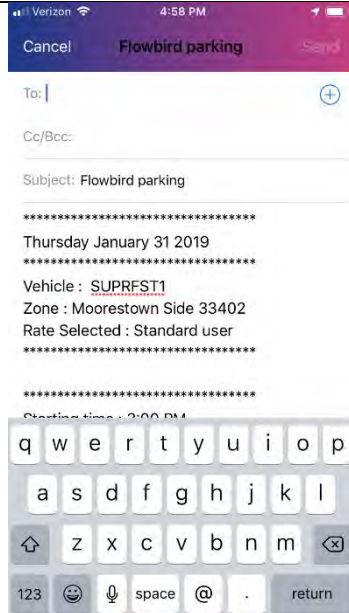
Standard App Payment

| | | |
|---|---|--|
|  <p>The login screen features the Flowbird logo at the top. Below it are three login options: 'Login via Facebook' (with a Facebook icon), a manual login section with fields for '6c18f34' (username) and 'Password', and a 'Login' button. At the bottom, there are links for 'Not a member?' and a 'Sign up' button.</p> |  <p>The 'Choose a vehicle' screen shows a progress bar with four steps: Vehicle, Zone, Duration, and Payment. The 'Vehicle' step is active. Below, a vehicle ID 'SUPRFST1' is displayed next to a car icon. A large pink 'Add a vehicle' button is prominent. At the bottom, there are icons for 'Parking', 'Bookmarks', 'History', and 'More'.</p> |  <p>The 'Select location' screen shows a map with several colored location pins. A search bar at the bottom contains the text 'Moorestown Side (33402)'. The bottom navigation bar is identical to the previous screen.</p> |
| <p>Secure login through Touch ID, Facebook, or manual password entry</p> | <p>Choose the vehicle you are driving or add a vehicle to your account.</p> | <p>Select the location closest to your vehicle. This will determine the rate structure.</p> |
|  <p>The 'Duration' screen features a circular 'wheel' for selecting parking time. The wheel is set to 3:10 PM on 31 Jan 2019, with a rate of \$0.50. Various time options (4h, 15min, 30min, 1h, 2h, 30min, 2h, 30min, 3h, 30min) are arranged around the wheel. A 'CONFIRM' button is at the bottom.</p> |  <p>The 'Payment' screen shows transaction details: vehicle 'SUPRFST1', location 'Moorestown Side (33402)', user 'Standard user', and time range 'From: 31 Jan 2019 2:55 PM To: 31 Jan 2019 3:55 PM'. It also shows 'Paid duration: 1h' and 'Price: \$2.00'. A 'Purchase' button is at the bottom.</p> |  <p>The confirmation screen shows a green checkmark and the message 'Moorestown thanks you! Transaction confirmation'. It states 'Your payment has been successfully completed.' and offers an 'Add a note?' option with a toggle switch. At the bottom, there are buttons for 'FINISH', 'Add to bookmarks', and 'Details'.</p> |
| <p>Select your desired parking time by moving the arrow around the "wheel"</p> | <p>Confirm payment, customize expiration notification, change payment method</p> | <p>Confirmation screen allows you to add a note about your transaction and add the details to your bookmarks</p> |

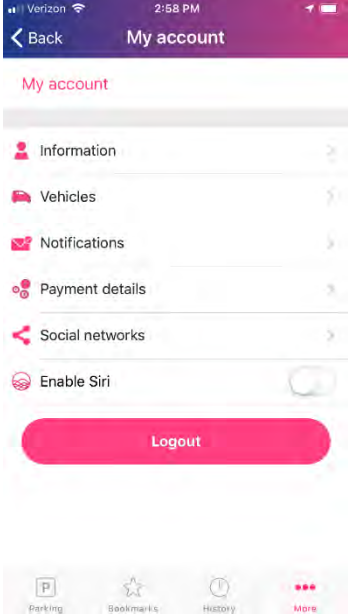
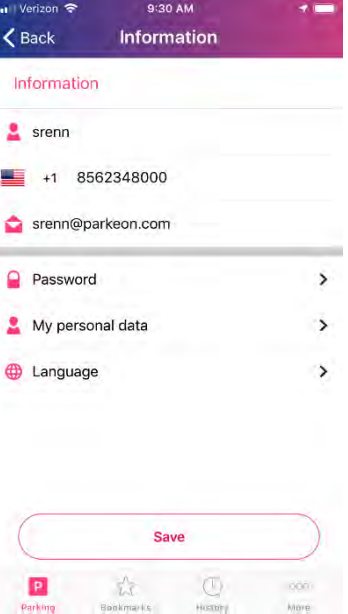
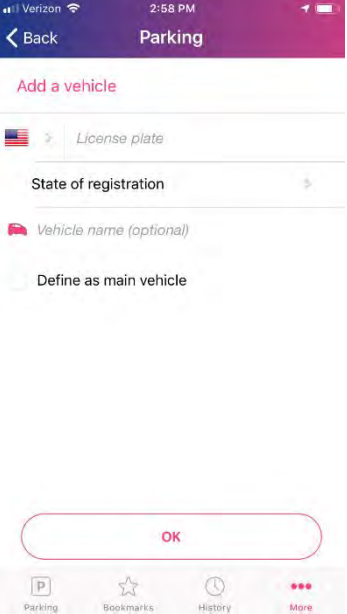
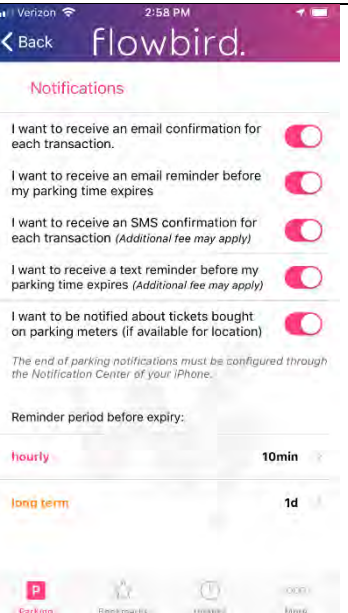
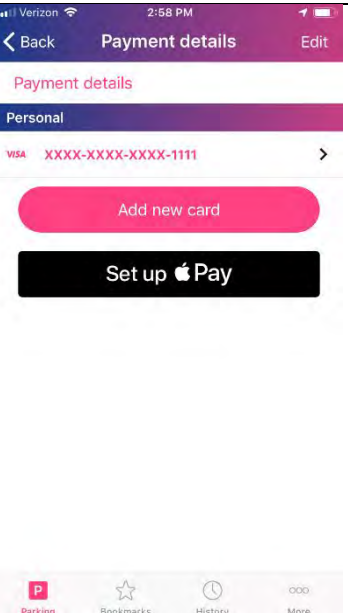
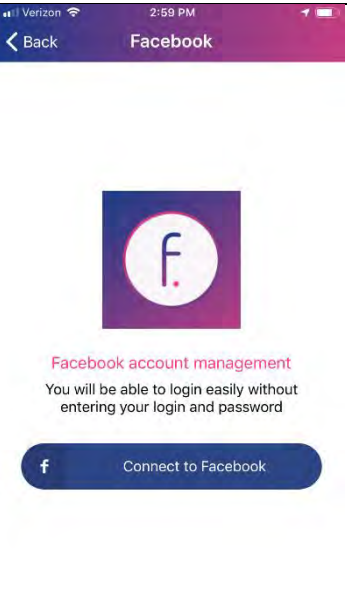
Find my car feature

| | | |
|---|--|--|
|  <p>Click "Go back to car"</p> |  <p>Your vehicle location is displayed compared to where you are.</p> |  <p>Click "Directions" to launch walking directions back to your vehicle.</p> |
|---|--|--|

Account History

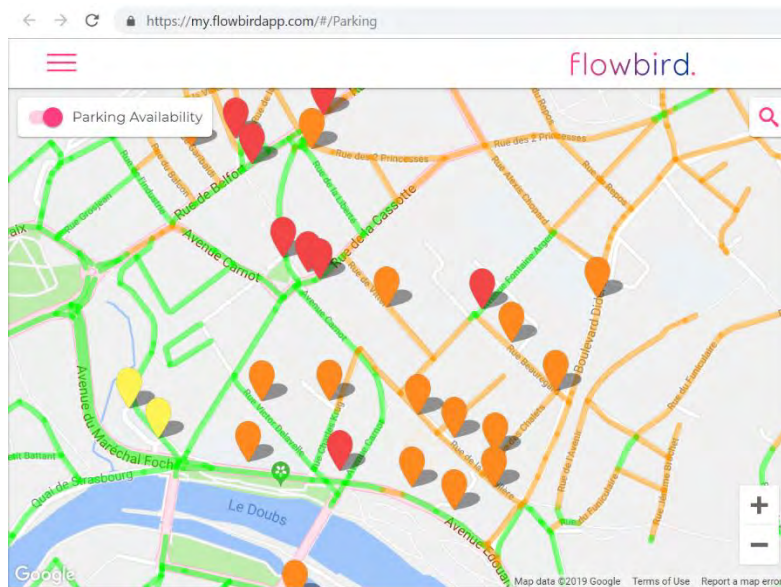
| | | |
|--|--|--|
|  <p>App lists all historical user transactions.</p> |  <p>Details of each transaction can be displayed.</p> |  <p>User can email transaction details directly from the app.</p> |
|--|--|--|

Account Management

| | | |
|---|--|--|
|  <p>My account screen allows you to choose the types of info you want to modify</p> |  <p>User details can be updated including phone number, email, and password.</p> |  <p>User can add new vehicles or edit current vehicles</p> |
|  <p>Notifications can be customized.</p> |  <p>Payment details can be updated. Apple Pay is an optional payment method.</p> |  <p>Facebook can be added as a login method for the app.</p> |

Parking Availability

The Flowbird app helps cities reduce congestion and ease the burden of searching for parking by offering real-time parking availability on the app and on the website. Without the expense of in-ground sensors, we are able to predict the parking availability by block face using the transaction details coming from the app and on-street pay stations. We combine the transaction data with other available data and use an algorithm to help people find available parking.



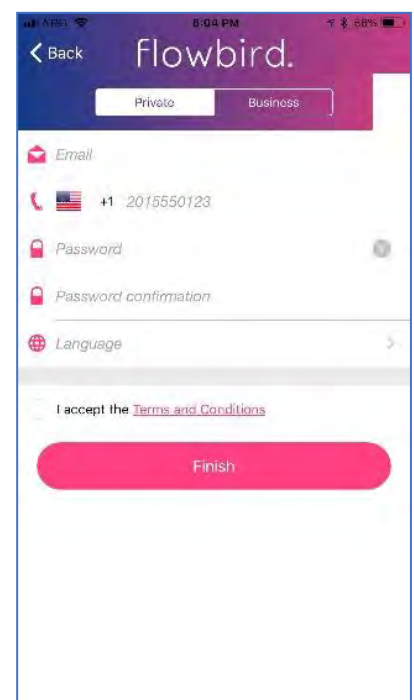
User Account

It first starts with creating an account. Flowbird understands the importance of creating an account quickly. A user can use their Facebook account or create a Flowbird account. A Flowbird account requires 3 pieces of information – email, phone number and password. It is that simple!

Forget your password? No worries, the Flowbird service includes a Forget your password link. TouchID is also supported allowing the user to use their fingerprint to access the service rather than typing in a password.

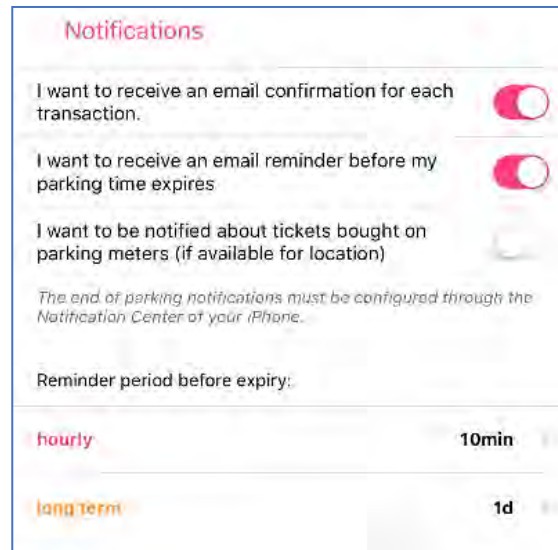
Flowbird service is available globally and supported in over 15 different languages. Most commonly accessed languages accessed in the United States are English, Spanish and French.

Flowbird service can be downloaded from the App Store or Google Play. For those with a Windows phone or a tablet/computer, a website is available to make payments.



Notifications

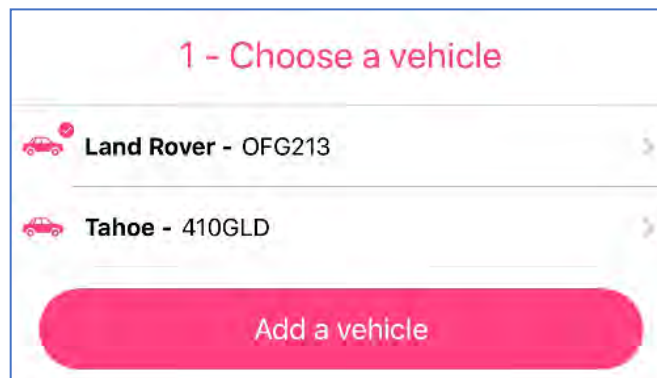
Flowbird service supports user defined notifications. This feature is very popular as a user may have different preferences on how to be notified and when to be notified.



The screenshot shows the 'Notifications' settings screen. It has a title 'Notifications' in pink. Below the title, there are three toggle switches for different notification types: 'I want to receive an email confirmation for each transaction.' (turned on), 'I want to receive an email reminder before my parking time expires' (turned on), and 'I want to be notified about tickets bought on parking meters (if available for location)' (turned off). Below these toggles is a note: 'The end of parking notifications must be configured through the Notification Center of your iPhone.' At the bottom, there is a section for 'Reminder period before expiry:' with two options: 'hourly' (selected) and 'long term' (unselected). The 'hourly' option is associated with a '10min' duration, and the 'long term' option is associated with a '1d' duration.

Vehicle Selection

Multiple vehicles can be associated with a single account. A default vehicle can be selected for a quicker process. Vehicles can be added from the Account page or when starting a parking session. Vehicle descriptions can be added to help identify the vehicle.



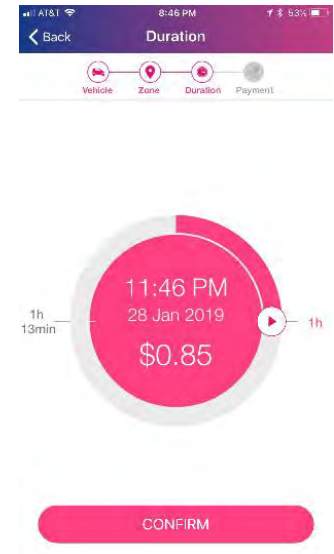
The screenshot shows the '1 - Choose a vehicle' screen. It has a title '1 - Choose a vehicle' in pink. Below the title, there are two vehicle entries, each with a car icon and a right-pointing arrow: 'Land Rover - OFG213' and 'Tahoe - 410GLD'. At the bottom of the screen, there is a large pink button labeled 'Add a vehicle'.

Rates/Duration

Flowbird will take full responsibility to configure the Flowbird service to match the clients's rate structure, including time restrictions (minimum and maximum duration), non-enforcement hours, etc.

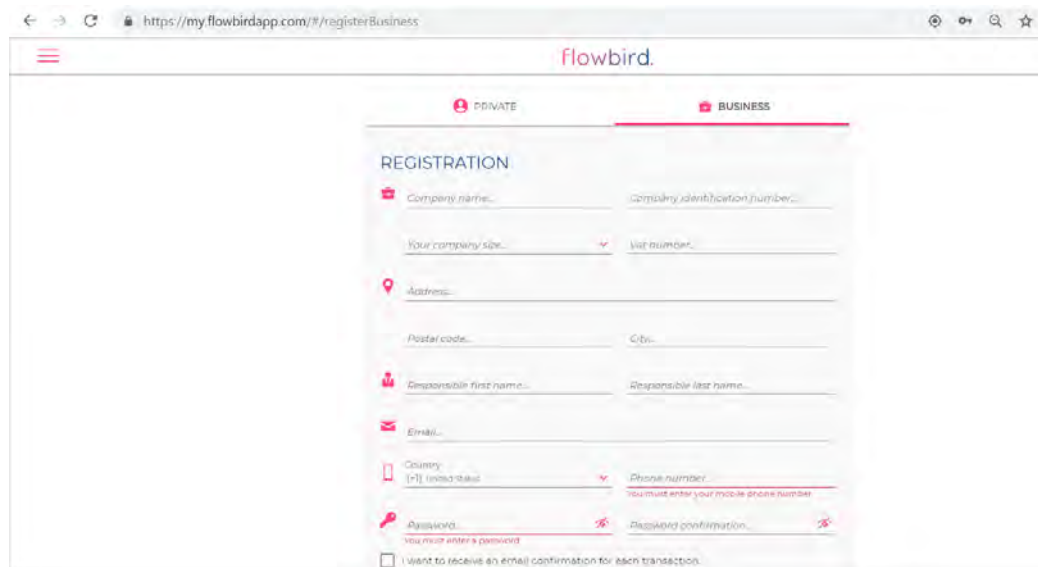
Many of the mobile payment solutions in existence today requires the user to select the duration before seeing the expiration time and parking fee. Flowbird heard the frustration and created a duration dial. The user moves the arrow around the dial to the desired amount of time. As the dial moves the expiration time and fee automatically update in the center of the dial. Depending on the phone settings, the user will feel the phone vibrate and ping when moving the dial.

For those frequent parkers, parking locations can be saved as a bookmark (aka favorite). Bookmarks helps the user save time and make the parking even more convenient.



Business Accounts/Fleet Management

The Flowbird app offers businesses the opportunity to manage their fleet of vehicles from one account. This allows drivers to use the app without paying with their own credit card. The business owner can see all transactions and track driver's parking fees.

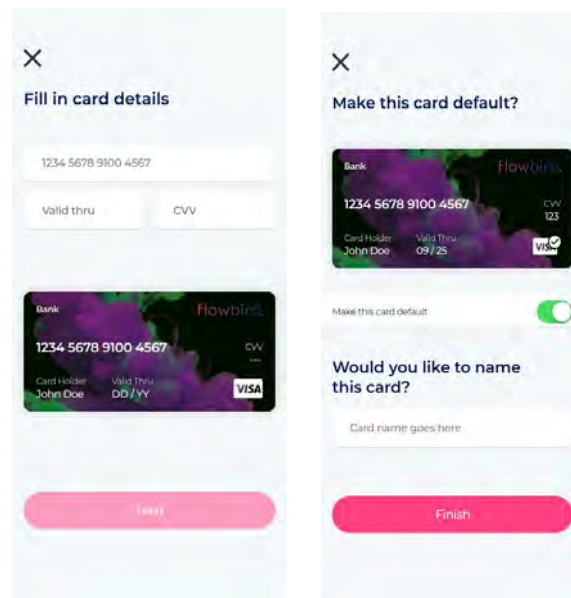
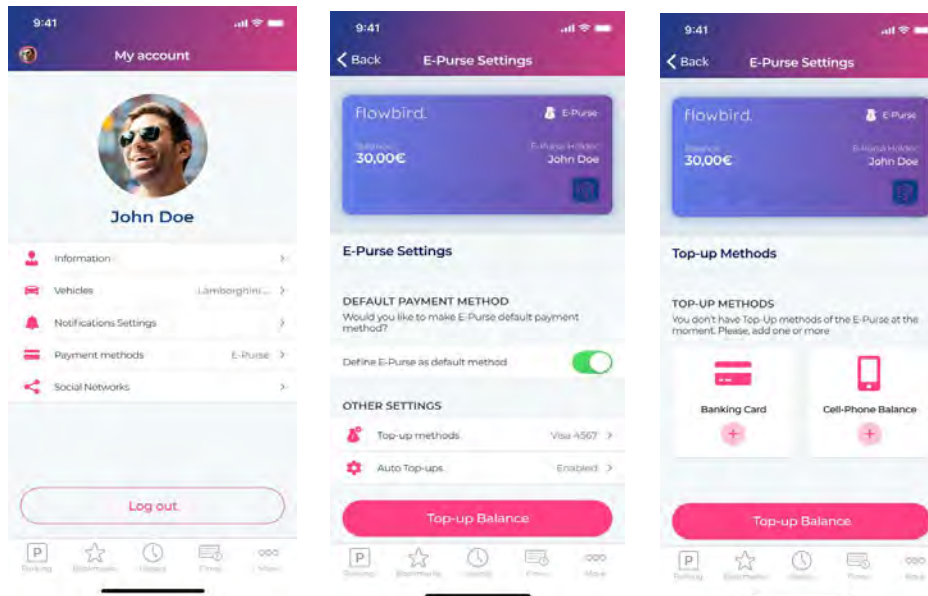


E-Wallet Feature

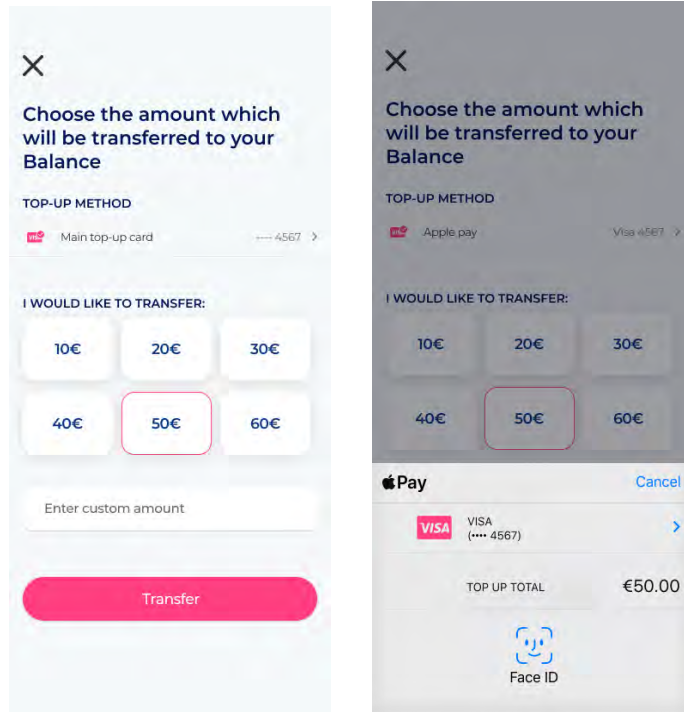
An optional feature that the client can select is our e-wallet. This allows users to load money onto an account and each transaction debits from that account. The benefit to the client is that the cost of credit card processing is reduced because the card is only charged when the account is loaded or refreshed.

Below are some screen shots from the e-wallet.

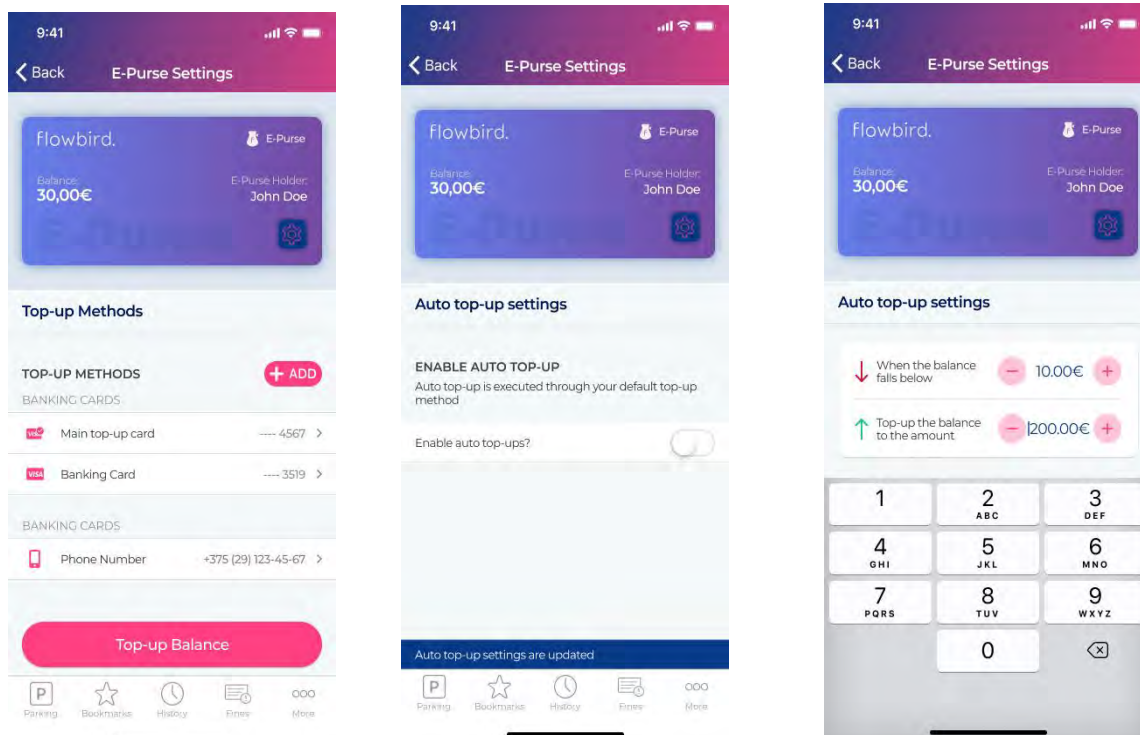
Account Management of the E-Wallet



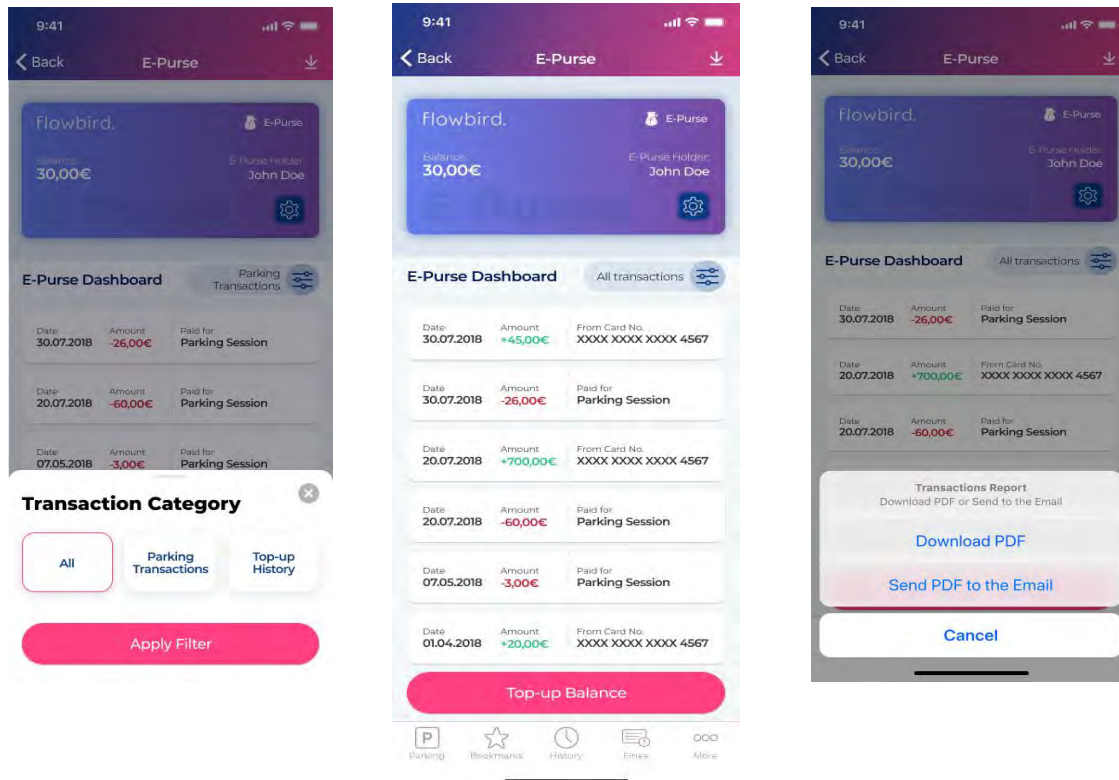
Transfer of Funds to the E-Wallet



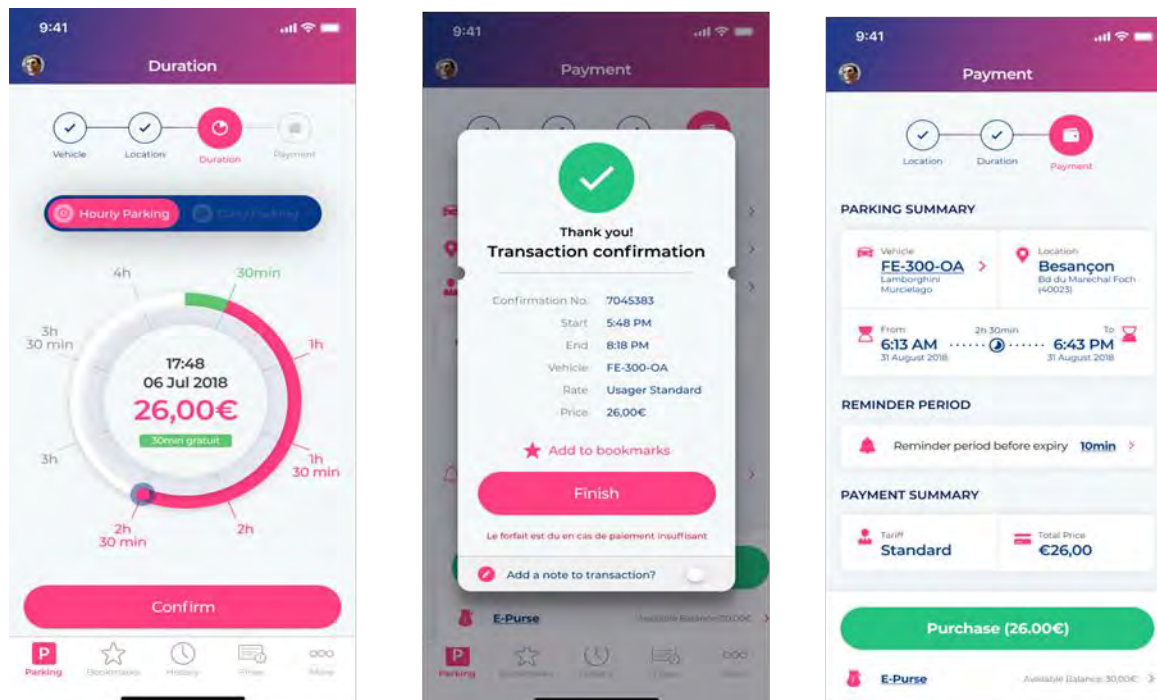
Top Up Settings



E-Purse Balance Display and Historical Transactions List

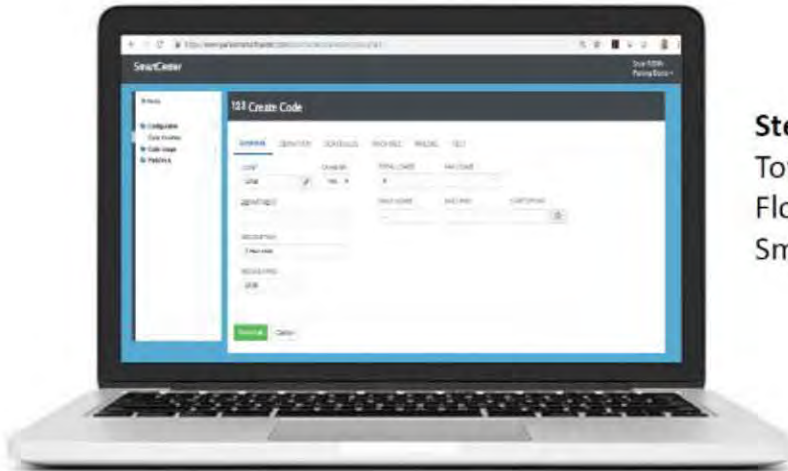


Parking Transaction Using E-Purse



Validation Codes

Validation codes are often used by local merchants to provide free parking to their customers. Below are some details on code creation and usage.



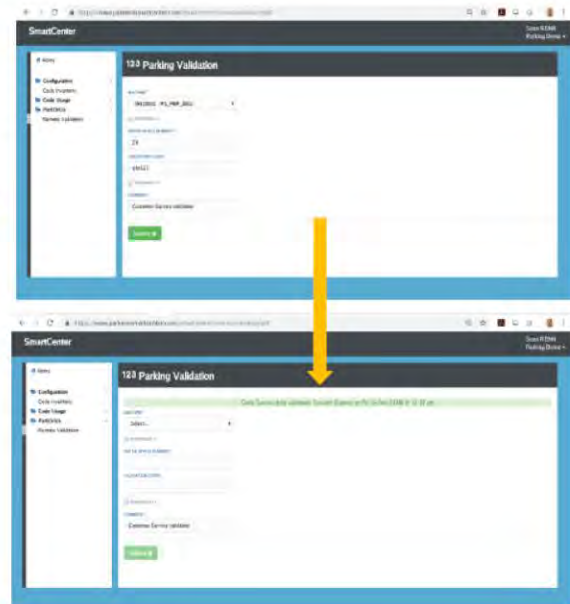
Step #1

Town creates codes using Flowbird's cloud based SmartCenter website

Step #2

Town can do any of the following:

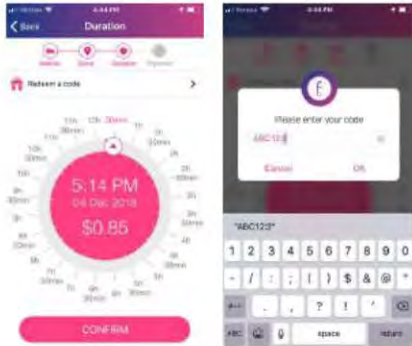
- Remotely validate someone's parking session through the SmartCenter if space or plate is known
- Sell/give codes to parkers
- Sell/give codes to merchants



Step #3

If Parker has a code he/she can:

- Enter code on flowbird app



If Merchant has a code he/she can:

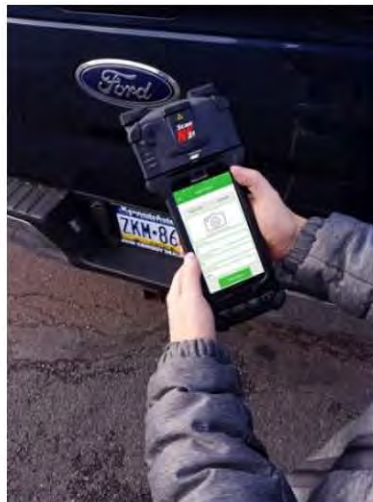
- Give code to their customer. Customer can use code on flowbird app.



- Use flowbird app to enter the code on behalf of the customer using merchant's flowbird app account.

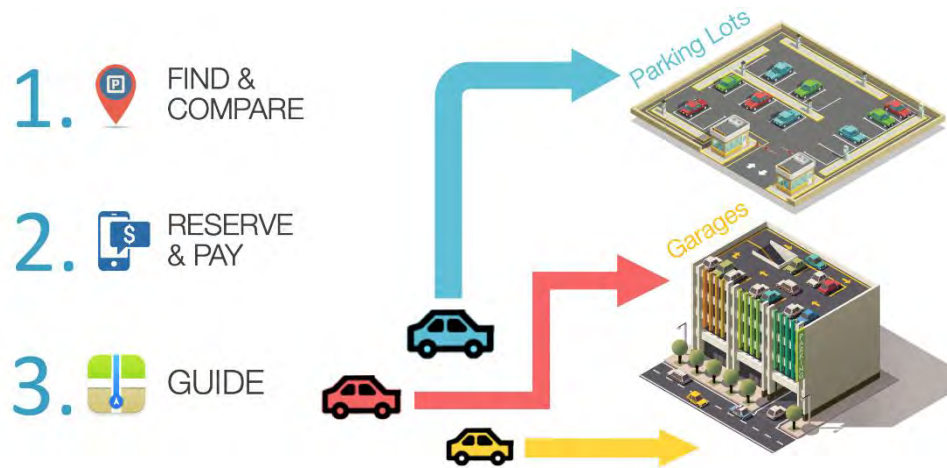
Step #4

Validation gets sent in real-time to enforcement



Parking Reservations

Our system offers the necessary API's providing the ability to enable consumers to book parking reservations for off street garages and surface lots through at and near the client site.



- Consumers can find, book and pay for parking all from one app.
- Real time inventory and pricing are displayed in a searchable map or list on the app.
- Payment is completed via the card on file.
- The system generates a unique parking pass for each reservation with access credentials and instructions based on the garage's unique Parking Access and Revenue Control system
 - Through the partnership with Arrive we have access to many Parking Access and Revenue Control integrations like Amano, Tiba, Parkonect, Flash Parking, DataParc, T2, Skidata and Tickettech and others
- We can setup customer service and support for app consumers for any question they might have related to the booking platform.

Drive-Up Use Case

- We will work with off street parking operators to support the ability to also use the flowbird app in the drive up use case, allowing customers to still pay with the app even if they have not pre-purchased using the reservations capability.
- We can also support seamless entry and exit using a number of technologies - Bluetooth, License Plate Readers and more. This allows customers to quickly enter and exit garages without going through the typical steps of search, book and pay.
- Payment is completed via the card on file.
- May the client want to use this service, Arrive is able to provide parking reservation customer service and support for client consumers.

Two possible journeys

1. PRE-PAY



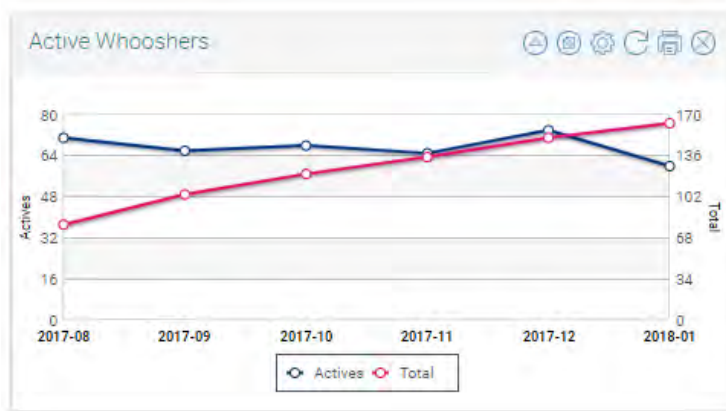
2. DRIVE & GO



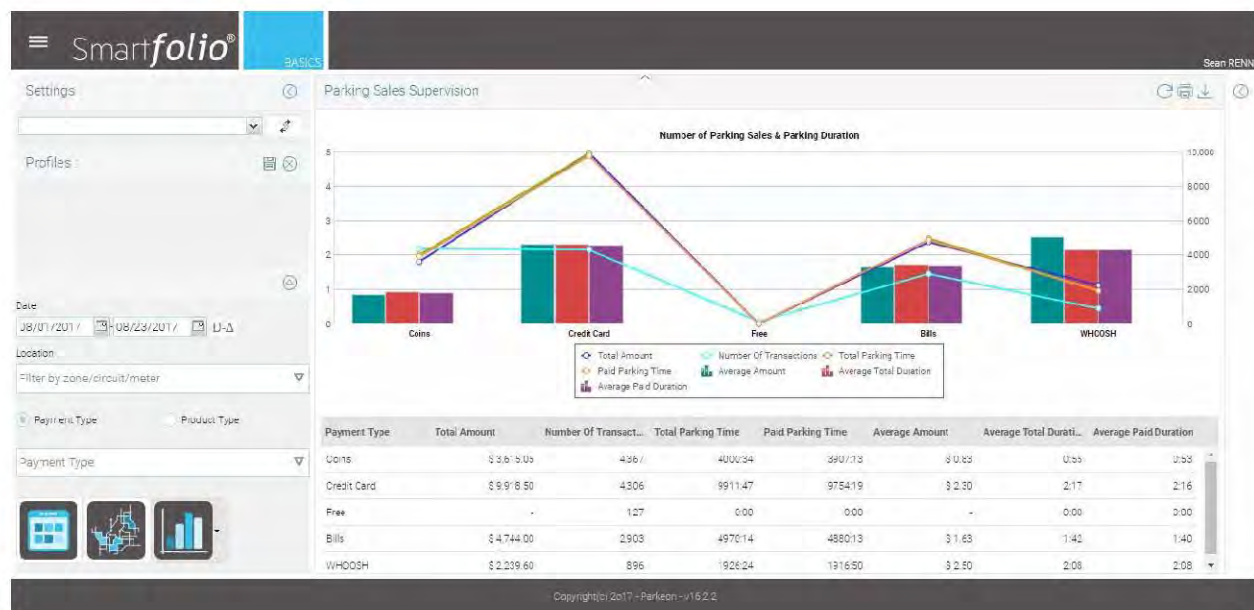
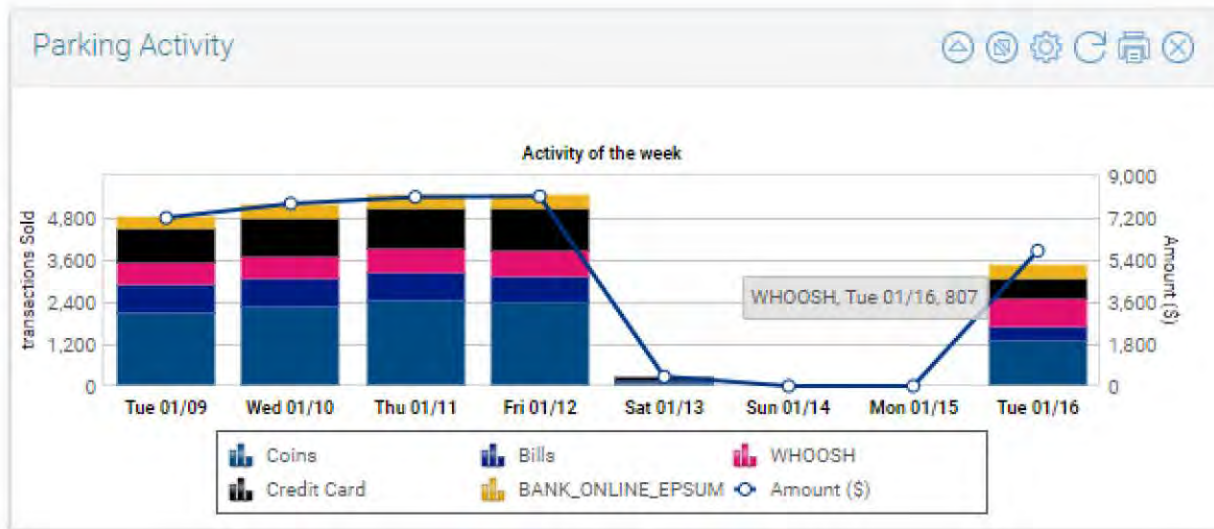
Powerful Back-Office System

Flowbird is providing a web based reporting system, where client staff can generate an unlimited number of reports based on simple filters such as date range, day of week, monthly, parking location, and zone.

Below are examples of reports you can generate with our system. Note that in the reports below we mention “Whoosh” which is a Flowbird mobile app brand.



| Year | Week | From | To | Actives | Total |
|---------|------|------------|------------|---------|-------|
| 1 2018 | 02 | 01/07/2018 | 01/11/2018 | 48 | 160 |
| 2 2018 | 01 | 12/31/2017 | 01/07/2018 | 42 | 154 |
| 3 2017 | 52 | 12/24/2017 | 12/31/2017 | 21 | 148 |
| 4 2017 | 51 | 12/17/2017 | 12/24/2017 | 43 | 144 |
| 5 2017 | 50 | 12/10/2017 | 12/17/2017 | 45 | 138 |
| 6 2017 | 49 | 12/03/2017 | 12/10/2017 | 45 | 136 |
| 7 2017 | 48 | 11/26/2017 | 12/03/2017 | 47 | 133 |
| 8 2017 | 47 | 11/19/2017 | 11/26/2017 | 35 | 131 |
| 9 2017 | 46 | 11/12/2017 | 11/19/2017 | 39 | 126 |
| 10 2017 | 45 | 11/05/2017 | 11/12/2017 | 43 | 122 |
| 11 2017 | 44 | 10/29/2017 | 11/05/2017 | 37 | 118 |
| 12 2017 | 43 | 10/22/2017 | 10/29/2017 | 39 | 117 |
| 13 2017 | 42 | 10/15/2017 | 10/22/2017 | 43 | 115 |
| 14 2017 | 41 | 10/08/2017 | 10/15/2017 | 44 | 110 |
| 15 2017 | 40 | 10/01/2017 | 10/08/2017 | 37 | 106 |
| 16 2017 | 39 | 09/24/2017 | 10/01/2017 | 37 | 100 |
| 17 2017 | 38 | 09/17/2017 | 09/24/2017 | 42 | 95 |
| 18 2017 | 37 | 09/10/2017 | 09/17/2017 | 42 | 89 |
| 19 2017 | 36 | 09/03/2017 | 09/10/2017 | 37 | 83 |
| 20 2017 | 35 | 08/27/2017 | 09/03/2017 | 31 | 74 |
| 21 2017 | 34 | 08/20/2017 | 08/27/2017 | 20 | 67 |



Smartfolio[®] BASIC

210037 - LOT 21 - FARMER MKT - NORTH - 09/01/2017

| Type | Printed ID | Server Time | Terminal Date Time | Meter Code | Amount | System ID | Total Duration | Media | Plate # | Extra data | Card # |
|------|------------|-------------|---------------------|------------|---------|-----------|----------------|---------|---------|----------------|--------------|
| 1 | M 8547 | 04:57 pm | 09/01/2017 04:56 pm | 210037 | \$ 1.35 | 288149825 | 01:03 | android | CA29011 | Transaction ok | xxxxxxxxxxxx |
| 2 | M 8546 | 05:01 pm | 09/01/2017 05:00 pm | 210037 | \$ 1.35 | 288130096 | 01:12 | iphone | K5418/b | Transaction ok | xxxxxxxxxxxx |
| 3 | M 8545 | 02:59 pm | 09/01/2017 02:58 pm | 210037 | \$ 2.35 | 288129732 | 02:00 | android | CA29011 | Transaction ok | xxxxxxxxxxxx |
| 4 | M 8543 | 01:17 pm | 09/01/2017 01:16 pm | 210037 | \$ 1.50 | 288108550 | 01:00 | iphone | HNS4794 | Transaction ok | xxxxxxxxxxxx |
| 5 | M 8542 | 01:15 pm | 09/01/2017 01:15 pm | 210037 | \$ 1.35 | 288108343 | 01:00 | iphone | K527676 | Transaction ok | xxxxxxxxxxxx |
| 6 | M 8539 | 12:37 pm | 09/01/2017 12:36 pm | 210037 | \$ 0.95 | 288099278 | 00:24 | android | CA29011 | Transaction ok | xxxxxxxxxxxx |
| 7 | M 8538 | 12:35 pm | 09/01/2017 12:35 pm | 210037 | \$ 1.35 | 288099063 | 01:12 | iphone | HKU5290 | Transaction ok | xxxxxxxxxxxx |
| 8 | M 8537 | 12:29 pm | 09/01/2017 12:28 pm | 210037 | \$ 1.50 | 288097550 | 01:00 | iphone | J613NM | Transaction ok | xxxxxxxxxxxx |
| 9 | M 8536 | 11:33 am | 09/01/2017 11:29 am | 210037 | \$ 2.35 | 288086003 | 02:00 | iphone | KC27676 | Transaction ok | xxxxxxxxxxxx |
| 10 | M 8532 | 09:17 am | 09/01/2017 09:16 am | 210037 | \$ 2.35 | 288063142 | 01:36 | iphone | J613NM | Transaction ok | xxxxxxxxxxxx |

Transaction details

Meter #9999

08/01 06:04 pm - Transaction Successful

Printed ID: 59972
System ID: 284888222
Space #: 1154
Plate #: 3403045
Customer: edge1791
Phone Number: (1)6035025617
Duration: 55 m 35 s
Total amount paid: \$ 0.94

Payment Details

Product: Parking User 1
Origin: WHOOSH
Amount: \$ 0.69
Media: Iphone
MPP order: 2591763
Custom:
Transaction Duration: -
Start Date: 08/01 06:04 pm
End Date: 08/01 07:00 pm
Free Duration: -
Tariff: darkblue

Product MPP Fee
Origin: WHOOSH
Amount: \$ 0.25

Card Payment
Card Type: WHOOSH
Card #: xxxxxxxxxxxx0819
Banking Id: 2561946
PSP: CYBERSOURCE
Amount: \$ 0.94

| Smartfolio® | | | | | | | | | | | |
|--|------------|---------------|----------|--------------|---------------------|-------------------|-----------|------|-------------|----------------|---------|
| BASICS | | | | | | | | | | | |
| Parking Sales Supervision | | | | | | | | | | | |
| Date | Meter Code | Payment Ty... | Amount | Trans. count | Total Parking TL... | Paid Parking Time | Month | Year | Day of Week | Month/Year | Address |
| Meter Code: 210037 (2 records) \$ 37.20 | | | | | | | | | | | |
| 1 09/01/2017 | 210037 | WHOOSH | \$ 26.20 | 12 | 18:40 | 17:27 | September | 2017 | Friday | September 2017 | |
| 2 09/05/2017 | 210037 | WHOOSH | \$ 11.00 | 5 | 07:24 | 07:24 | September | 2017 | Tuesday | September 2017 | |
| Meter Code: 210038 (2 records) \$ 71.95 | | | | | | | | | | | |
| 3 09/01/2017 | 210038 | WHOOSH | \$ 33.20 | 17 | 22:21 | 21:48 | September | 2017 | Friday | September 2017 | |
| 4 09/05/2017 | 210038 | WHOOSH | \$ 38.75 | 20 | 27:01 | 25:19 | September | 2017 | Tuesday | September 2017 | |
| Meter Code: 220034 (3 records) \$ 53.70 | | | | | | | | | | | |
| 5 09/01/2017 | 220034 | WHOOSH | \$ 23.70 | 12 | 15:36 | 15:36 | September | 2017 | Friday | September 2017 | |
| 6 09/02/2017 | 220034 | WHOOSH | \$ 1.35 | 1 | 00:36 | 00:36 | September | 2017 | Saturday | September 2017 | |
| 7 09/05/2017 | 220034 | WHOOSH | \$ 28.65 | 14 | 19:07 | 18:49 | September | 2017 | Tuesday | September 2017 | |
| Meter Code: 220054 (1 records) \$ 4.45 | | | | | | | | | | | |
| 8 09/05/2017 | 220054 | WHOOSH | \$ 4.45 | 2 | 03:00 | 03:00 | September | 2017 | Tuesday | September 2017 | |
| Meter Code: 2090070 (2 records) \$ 9.25 | | | | | | | | | | | |
| 9 09/01/2017 | 2090070 | WHOOSH | \$ 6.55 | 3 | 04:24 | 04:24 | September | 2017 | Friday | September 2017 | |
| 10 09/05/2017 | 2090070 | WHOOSH | \$ 2.70 | 2 | 01:36 | 01:36 | September | 2017 | Tuesday | September 2017 | |
| Meter Code: 2090072 (2 records) \$ 20.60 | | | | | | | | | | | |
| 11 09/01/2017 | 2090072 | WHOOSH | \$ 16.30 | 8 | 10:48 | 10:48 | September | 2017 | Friday | September 2017 | |
| 12 09/05/2017 | 2090072 | WHOOSH | \$ 4.30 | 3 | 03:13 | 02:36 | September | 2017 | Tuesday | September 2017 | |
| Meter Code: 2690120 (3 records) \$ 28.80 | | | | | | | | | | | |
| Page 1 of 8 364 records, \$ 3,303.05 | | | | | | | | | | | |

System Security

The Flowbird solution is PCI Level 1 v3.2 certified. This certification is achieved through a 3rd party audit on an annual basis. In addition, our system undergoes weekly PCI penetration tests to ensure security of the system throughout the year.





Tab 8 – Value Added Products and Services

VALUE ADDED PRODUCTS AND SERVICES

Tab 5 of our response outlines Flowbird's complete product line. In this section, we would like to take the opportunity to describe our approach to each project, our customer service capabilities, and marketing services that we are able to provide.

Project Approach

Flowbird's overall project approach is to provide one main project manager/point of contact that manages the project. This project manager is surrounded by a strong support system providing clients with a high attention level concerning all aspects of the project – quality control, project control, and document control.

We have a specific dedication to helping our clients use our products and services to meet Smart City initiatives. To achieve our goals, we continue to enhance our solutions year after year. We do that by getting feedback from our customers and assigning resources to putting that feedback into real applications. This approach has proven to be fruitful as we have developed very important applications over the last several years:

- Mobile phone payment app
- Path to Park guidance app
- Validation codes system
- City News service
- Couponing service
- Various integrations of payment and alert data into our back-office reporting system

These applications were all built based on client requests and needs. You can be assured that we will listen to your needs and adapt as you need to adapt to your customers.

Work Plan

Through years of experience and through many parking and transit system implementations, Flowbird has streamlined the work plan for parking system deployments. We quickly engage with your team post award and start with the process of delivery, software configuration, and back-office/credit card setup.

Flowbird has a unique capability to deliver in a timely fashion because we work closely with our clients and service partners to ensure that everyone's expectations are understood.

Upon receipt of a notification to proceed, Flowbird will follow detailed steps to ensure that we are engaged with your team and deliver what is expected. In this document you will find a sample implementation schedule with key milestones included.

Quality Control/Assurance

As manufacturer and supplier of the pay stations, Flowbird can control the quality of our products from factory to installation. You can feel secure in knowing that Flowbird is ISO Certified. In part, this means

we need to have a high level of quality control concerning our manufacturing processes validated by third party audits. This quality control moves from our factory into the testing and installation phase of our projects as well. Our technicians are well trained in our products and know the ins and outs of testing, troubleshooting, installation, and after sales support.

Project Control

To control our projects, a project manager is assigned either at Flowbird or at the local distribution partner. This project manager is responsible for working with client and Flowbird staff members to ensure on-time delivery of machines, correct software programming, coordination of installation schedules, management of subcontractors, cooperation with technical partners, training of client staff, and public awareness of the deployment (if needed).

Document Control

The project manager works with the client to provide all necessary forms to initiate the project. These include hardware customization forms, software creation forms (rate structures, languages, user types) and credit card banking forms (used to connect the machines to the correct merchant bank processor). The project manager also ensures that we provide all manuals associated with the equipment and the software. The project manager works closely with our Sales Administration team to ensure that machines are ordered on time and in the right configuration. Once the project is successfully implemented, the Sales Admin handles all spare parts orders through our RMA process.

Key Areas of Responsibility

During Project Implementation the key areas of responsibility will be:

Project Management – Project Manager reports directly to Flowbird’s Chief Operating Officer. The Project Manager will be the main point of contact for the University.

Sales Administration – Sales Administration Manager reports directly to Flowbird’s Chief Financial Officer

Customization – Software Customization Specialist and Parkfolio Project Manager both report directly to Flowbird’s COO.

Installation and Training – Field Project Engineer reports directly to Flowbird’s Customer Service Manager.

Integrations – VP of Marketing and Communications reports directly to Flowbird’s President.

If problems or changes occur during the Project Implementation Phase, Flowbird is well prepared to respond quickly. In fact, we anticipate that there will be changes made during the Implementation Phase such as software changes or schedule changes. This is normal when implementing medium to large scale systems.

We have assembled a very strong team that has years and years of experience managing similar projects. Our team members are trained on what to do and when to escalate. The management team for Flowbird in the US have also been involved in many similar projects over many years. The team takes swift decisive action when issues are escalated. Our US team is backed up by a group of 1,300 people working around the world (with offices in 8 countries). This group supports Flowbird offices worldwide and includes the Build team, Engineering team, R&D team, Customer Support team, and Marketing team. Following the Implementation Phase of the project, the key areas of responsibility shift to Flowbird's Customer Support Team. The Customer Support Team reports to Flowbird's Customer Service Manager.

Equipment Installation

Flowbird will work together with the University to determine the best locations for our parking equipment. The Flowbird team along with our trusted local partner will install all equipment. It is assumed that all multi-space meter locations have a minimum of 3" deep concrete for wedge anchor installation. Otherwise a concrete pad must be poured. Flowbird can provide a quote for concrete services if necessary.

On-Going Maintenance & Support

Flowbird's service team provides support for over 600 clients across the United States. Many of our clients have utilized Flowbird solutions for over a decade, demonstrating the reliability of our equipment, the flexibility of our system and the dedication of our support team. Our help desk is available via phone and email. We strive to provide fast resolution to problems over the phone to keep your pay stations collecting revenue.



Flowbird has three levels of escalation when it comes to preventive and remedial maintenance. They are defined as follows:

Level I – Day to day operations of the system including:

- Monitoring the system for alarms/alerts through Flowbird's back-office suite
- Configuration changes (e.g. fare types and fee changes)
- Cash collections
- Technical Services as follows:
 1. Open Pay Station and remove and/or replace internal components as necessary.
 2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.

3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing Flowbird's Pay Stations have successfully completed the full training program provided by Flowbird and maintain the certification level of all staff who service the Pay Stations or operate the Flowbird back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the back-office system.
9. Provide all information required to open a support request with Flowbird Level II Service and be available to work with the Flowbird support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Flowbird as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Flowbird upon demand.
15. Archive data and historical analysis for data older than 90 days.

Typically our clients perform Level 1 service. We are able to provide a quotation for Level 1 service if needed.

Level II – Flowbird Helpdesk. If University staff need assistance on hardware or software, your team can contact the Flowbird Helpdesk. The Flowbird Helpdesk team has live remote access to equipment in the field which helps us provide expert service. We provide the following services at no additional charge:

- Phone and email support by experienced Flowbird support staff

- Assistance with back-office management system questions such as report generation, system monitoring questions, configuration change questions, credit card reconciliation support
- Live troubleshooting of hardware issues. Our staff will walk you through recommended maintenance techniques and provide instruction on what functions to perform to get the equipment back up and running. Over 98% of the time we are able to provide a solution to the client's problem without needing to escalate to Level 3.

The Flowbird Helpdesk will also connect your team with our Sales Administration department for parts orders (either new parts or parts under warranty) and our Software Configuration department if software changes need to be made.

Level III – On-site Flowbird Service. If remote troubleshooting has not rectified a problem, Flowbird will deploy a trained technician on-site with the University's approval. This is typically billable unless we identify that there is a systematic problem not under the University's control.

Client Training

Flowbird provides comprehensive training on all equipment, operations, and back-office systems. We provide clients with the necessary training they need to fully support the new parking system. Typical training is one day on-site for the hardware and a half day either on-site or remotely on the back-office system. A training outline is provided on the following pages.

MULTI-SPACE PARKING PAY STATION CUSTOMER TRAINING OUTLINE



I. Introduction

II. Multi-Space Meter Concept/Single Space Meter Concept

- Definition of Multi-Space & Training Goals
- Multi-Space Meter Concept
- Question & Answer Period

III. Hardware Overview

- Introduction to Each Module and its Function Within the System
- Question & Answer Period

IV. Installation Procedure

- Machine Installation
- Commissioning
- Question & Answer Period

V. Theory of Operation

- Solar Power
- Coin System
- Card System
- Question & Answer Period

VI. Troubleshooting

- Using Machine Self-Diagnostics
- Using the “Theory of Operation” to Diagnose Faults
- Question & Answer Period

VII. Preventative Maintenance

- Preventative Maintenance
- Biannual Preventative Maintenance
- Question & Answer Period

VIII. Meter Application Software (On-site Programming)

- Initialization
- RAM/ Flash Memory Rate Changes
- Question & Answer Period

IX. Receipts & Enforcement Procedures

- User Receipts
- Collection Receipts
- Enforcement Procedures

- Question & Answer Period

X. Collections Procedures

- Cash Collection
- Credit Card Data Collection
- Question & Answer Period

XI. Software Modification and/or Upgrade

- Configuration changes
- Question & Answer Period

XII. Meters and Parts Ordering Procedures (Inventory)

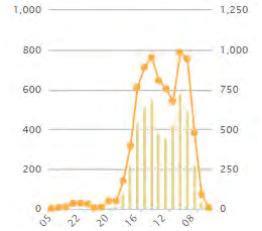
- Machine Order Worksheet
- Spares Order Worksheet
- Question & Answer Period

XIII. Peripheral Support Systems

- Back-Office Parking Management Tools
 - Set Up and Maintenance of User Passwords
 - Programming Changes
 - System Monitoring and Auditing
 - Raw Data File Collection
 - Credit Card File Analysis
 - Use of Financial and Statistical Capability
 - Reports
 - Question & Answer Period

XIV. Wrap-up & Final Question & Answer Period

BACK-OFFICE DATA MANAGEMENT SUITE CUSTOMER TRAINING OUTLINE



I. Terms

- o Home screen
- o Parkjet
- o Workspaces

II. Workspaces

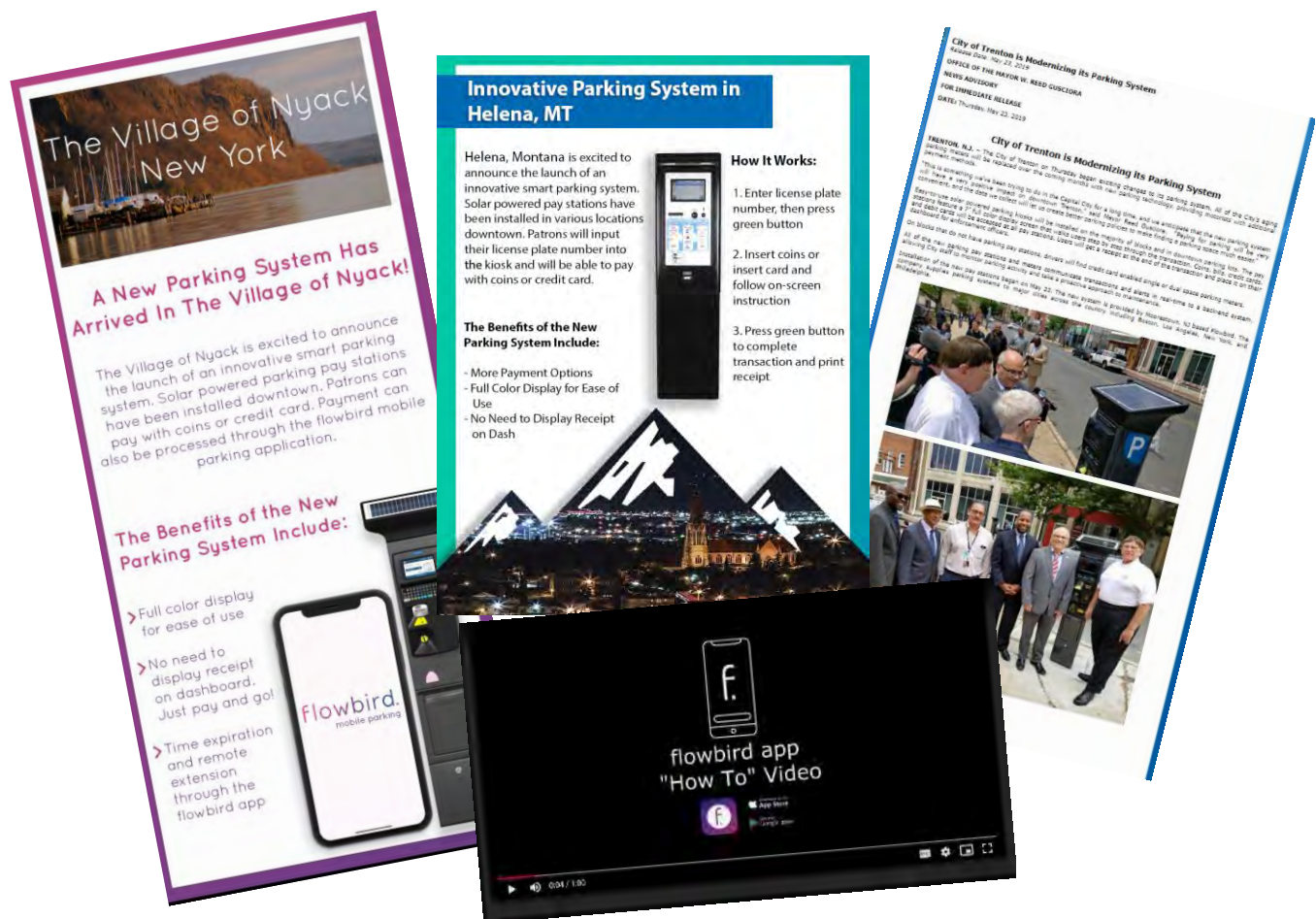
- o Parkjets
 - Parkjet Manipulation
 - Opening, Settings, Refresh, Closing
 - Maintenance
 - Terminals Out of Order
 - Maintenance Performed
 - Action Required
 - Consumables
 - Communication problems
 - Financial
 - Cash In Terminals
 - Cash Collections
 - Parking Activity
 - Ticket Sales Analysis
 - Transactions
 - Mappable Stats
- o Maintenance Workspace
 - Maintenance Alerts
 - Maintenance Progress
 - Sales Infrastructure Supervisor
- o Collection Management Workspace
 - Collection Alerts
 - Collection Progress
 - Collection Results
- o Transaction Workspace
 - Meter Transaction History
 - Parking Sales Supervision

Marketing Assistance

Flowbird has many years of experience helping clients launch new parking systems. We believe it is extremely important to share the benefits of our proposed solution with key stakeholders such as residents, merchants, and city officials.

Our team works together with clients to provide complimentary marketing services such as:

- Signs and stickers promoting our mobile applications
- Flyer designs promoting the new pay stations and the mobile apps
- “How To” videos
- Content for press releases, websites, social media
- Assistance with press conferences



In addition to our complimentary services, Flowbird is able to customize marketing packages based on client needs. We can provide a quotation for these services upon request.

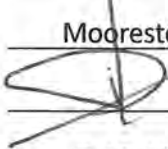
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

| | |
|----------------------|--|
| Potential Vendor | Parkeon, Inc. dba Flowbird |
| Print Name | Ronald Kroes |
| Address | 40 Twosome Drive, Ste 7 |
| City, State, Zip | Moorestown, NJ 08057 |
| Authorized signature |  |
| Date | 7-19-19 |

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

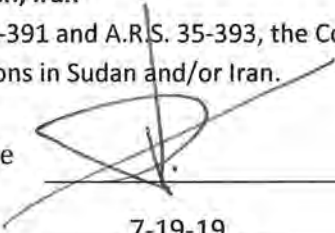
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

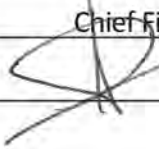
Date


7-19-19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

| | |
|-----------------------|---|
| Company name | Parkeon, Inc. dba Flowbird |
| Address | 40 Twosome Drive, Ste 7 |
| City/State/Zip | Moorestown, NJ 08057 |
| Telephone No. | 856-234-8000 |
| Fax No. | 856-234-7178 |
| Email address | ronald.kroes@flowbird.group |
| Printed name | Ronald Kroes |
| Position with company | Chief Financial Officer |
| Authorized signature |  |

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, August 1st, 2019

Parkeon, Inc dba Flowbird
ATTN: Ronald Kroes
40 Twosome Drive, Suite 7
Moorestown, NJ, 08057

Dear Ronald:

Region XIV Education Service Center is happy to announce that Parkeon, Inc. dba Flowbird has been awarded an annual contract for Parking Meters based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on July 31st, 2022. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Parkeon, Inc dba Flowbird.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over a light blue horizontal line.

Shane Fields
Region XIV, Executive Director

Strada Multi-Space Meter Pricing



Option #1 - StradaPAL BNA

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note | |
|---|---------------------|---|---|---------------------------------------|--|
| METER MODEL: StradaPAL BNA (color display) | \$14,716 | 39.5% | \$8,900 | | |
| Includes: | | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | | |
| 7" Full Color Display | | | | | |
| Customizable Capacitive Keyboard | | | | | |
| Coin, Bill, and Credit Card Acceptance | | | | | |
| Solar Power or AC Mains | | | | | |
| 4G Wireless Communications | | | | | |
| Instruction decals | | | | | |
| 1 Coin Canister Per Machine | | | | | |
| 1 Bill Canister Per Machine | | | | | |
| 1 Ticket roll per machine | | | | | |
| 1 Year Hardware Warranty Included | | | | Extended Warranty is \$480/meter/year | |
| Shipping | | | | | |
| Training | | | | | |

Option #2 - Strada BNA

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note | |
|---|---------------------|---|---|---------------------------------------|--|
| METER MODEL: Strada BNA (monochrome display) | \$13,116 | 36.3% | \$8,350 | | |
| Includes: | | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | | |
| Monochrome Display | | | | | |
| Coin, Bill, and Credit Card Acceptance | | | | | |
| Solar Power or AC Mains | | | | | |
| 4G Wireless Communications | | | | | |
| Instruction decals | | | | | |
| 1 Coin Canister Per Machine | | | | | |
| 1 Bill Canister Per Machine | | | | | |
| 1 Ticket roll per machine | | | | | |
| 1 Year Hardware Warranty Included | | | | Extended Warranty is \$480/meter/year | |
| Shipping | | | | | |
| Training | | | | | |

Strada Multi-Space Meter Pricing (continued)



Option #3 - StradaPAL Rapide

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---------------------------------------|
| METER MODEL: StradaPAL Rapide (color display, coin/card only) | \$11,600 | 40.1% | \$6,950 | |
| Includes: | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | |
| 7" Full Color Display | | | | |
| Customizable Capacitive Keyboard | | | | |
| Coin and Credit Card Acceptance | | | | |
| Solar Power or AC Mains | | | | |
| 4G Wireless Communications | | | | |
| Instruction decals | | | | |
| 1 Coin Canister Per Machine | | | | |
| 1 Ticket roll per machine | | | | |
| 1 Year Hardware Warranty Included | | | | |
| | | | | Extended Warranty is \$420/meter/year |
| Shipping | | | | |
| Training | | | | |

Option #4 - Strada Rapide

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|--|---------------------|---|---|---------------------------------------|
| METER MODEL: Strada Rapide (monochrome display, coin/card only) | \$10,600 | 42.0% | \$5,800 | |
| Includes: | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | |
| Monochrome Display | | | | |
| Customizable Capacitive Keyboard | | | | |
| Coin and Credit Card Acceptance | | | | |
| Solar Power or AC Mains | | | | |
| 4G Wireless Communications | | | | |
| Instruction decals | | | | |
| 1 Coin Canister Per Machine | | | | |
| 1 Ticket roll per machine | | | | |
| 1 Year Hardware Warranty Included | | | | |
| | | | | Extended Warranty is \$420/meter/year |
| Shipping | | | | |
| Training | | | | |

Strada Multi-Space Meter Pricing (continued)



Option #5 - StradaPAL Card Only

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note | |
|---|---------------------|---|---|---------------------------------------|--|
| METER MODEL: StradaPAL Card Only (color display, card only) | \$11,070 | 44.4% | \$5,700 | | |
| Includes: | | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | | |
| 7" Full Color Display | | | | | |
| Customizable Capacitive Keyboard | | | | | |
| Credit Card Acceptance | | | | | |
| Solar Power or AC Mains | | | | | |
| 4G Wireless Communications | | | | | |
| Instruction decals | | | | | |
| 1 Ticket roll per machine | | | | | |
| 1 Year Hardware Warranty Included | | | | Extended Warranty is \$420/meter/year | |
| Shipping | | | | | |
| Training | | | | | |

Option #6 - Strada Card Only

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note | |
|---|---------------------|---|---|---------------------------------------|--|
| METER MODEL: Strada Card Only (monochrome screen, card only) | \$9,471 | 46.2% | \$5,250 | | |
| Includes: | | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | | |
| Monochrome Display | | | | | |
| Customizable Capacitive Keyboard | | | | | |
| Credit Card Acceptance | | | | | |
| Solar Power or AC Mains | | | | | |
| 4G Wireless Communications | | | | | |
| Instruction decals | | | | | |
| 1 Ticket roll per machine | | | | | |
| 1 Year Hardware Warranty Included | | | | Extended Warranty is \$420/meter/year | |
| Shipping | | | | | |
| Training | | | | | |

CWT Multi-Space Meter Pricing



Option #1 - CWT Touch BNA

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---------------------------------------|
| METER MODEL: CWT Touch BNA | \$11,800 | 24.5% | \$8,900 | |
| Includes: | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | |
| 9" color touch screen | | | | |
| Coin, Bill, and Credit Card Acceptance | | | | |
| Solar Power or AC Mains | | | | |
| 3G/4G Wireless Communications | | | | |
| Instruction decals | | | | |
| 1 Coin Canister Per Machine | | | | |
| 1 Bill Canister Per Machine | | | | |
| 1 Ticket roll per machine | | | | |
| 1 Year Hardware Warranty Included | | | | |
| | | | | Extended Warranty is \$480/meter/year |
| Shipping | | | | |
| Training | | | | |

Option #2 - CWT Color BNA

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---------------------------------------|
| METER MODEL: CWT Color BNA | \$10,811 | 20.0% | \$8,650 | |
| Includes: | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | |
| 7" Full Color Display | | | | |
| 48 key piezo key pad | | | | |
| Coin, Bill, and Credit Card Acceptance | | | | |
| Solar Power or AC Mains | | | | |
| 3G/4G Wireless Communications | | | | |
| Instruction decals | | | | |
| 1 Coin Canister Per Machine | | | | |
| 1 Bill Canister Per Machine | | | | |
| 1 Ticket roll per machine | | | | |
| 1 Year Hardware Warranty Included | | | | |
| | | | | Extended Warranty is \$480/meter/year |
| Shipping | | | | |
| Training | | | | |

CWT Multi-Space Meter Pricing (continued)



Option #3 - CWT Monochrome BNA

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---------------------------------------|
| METER MODEL: CWT Monochrome BNA | \$10,450 | 20.0% | \$8,350 | |
| Includes: | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | |
| 6.5" Monochrome Display | | | | |
| 48 key piezo key pad | | | | |
| Coin, Bill, and Credit Card Acceptance | | | | |
| Solar Power or AC Mains | | | | |
| 3G/4G Wireless Communications | | | | |
| Instruction decals | | | | |
| 1 Coin Canister Per Machine | | | | |
| 1 Bill Canister Per Machine | | | | |
| 1 Ticket roll per machine | | | | |
| 1 Year Hardware Warranty Included | | | | |
| | | | | Extended Warranty is \$480/meter/year |
| Shipping | | | | |
| Training | | | | |

Option #4 - CWT Touch coin/card

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---------------------------------------|
| METER MODEL: CWT Touch coin/card acceptance | \$10,000 | 27.5% | \$7,250 | |
| Includes: | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | |
| 9" color touch screen | | | | |
| Coin, Credit Card Acceptance | | | | |
| Solar Power or AC Mains | | | | |
| 3G/4G Wireless Communications | | | | |
| Instruction decals | | | | |
| 1 Coin Canister Per Machine | | | | |
| 1 Ticket roll per machine | | | | |
| 1 Year Hardware Warranty Included | | | | |
| | | | | Extended Warranty is \$420/meter/year |
| Shipping | | | | |
| Training | | | | |

CWT Multi-Space Meter Pricing (continued)



Option #5 - CWT Color coin/card

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note | |
|---|---------------------|---|---|---------------------------------------|--|
| METER MODEL: CWT Color coin/card acceptance | \$9,026 | 23.0% | \$6,950 | | |
| Includes: | | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | | |
| 7" Full Color Display | | | | | |
| 48 key piezo key pad | | | | | |
| Coin, Credit Card Acceptance | | | | | |
| Solar Power or AC Mains | | | | | |
| 3G/4G Wireless Communications | | | | | |
| Instruction decals | | | | | |
| 1 Coin Canister Per Machine | | | | | |
| 1 Ticket roll per machine | | | | | |
| 1 Year Hardware Warranty Included | | | | Extended Warranty is \$420/meter/year | |
| Shipping | | | | | |
| Training | | | | | |

Option #6 - CWT Monochrome coin/card

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note | |
|---|---------------------|---|---|---------------------------------------|--|
| METER MODEL: CWT Monochrome coin/card acceptance | \$7,351 | 21.1% | \$5,800 | | |
| Includes: | | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | | |
| 6.5" Monochrome Display | | | | | |
| 48 key piezo key pad | | | | | |
| Coin, Credit Card Acceptance | | | | | |
| Solar Power or AC Mains | | | | | |
| 3G/4G Wireless Communications | | | | | |
| Instruction decals | | | | | |
| 1 Coin Canister Per Machine | | | | | |
| 1 Ticket roll per machine | | | | | |
| 1 Year Hardware Warranty Included | | | | Extended Warranty is \$420/meter/year | |
| Shipping | | | | | |
| Training | | | | | |

CWT Multi-Space Meter Pricing (continued)



Option #7 - CWT Touch card only

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---------------------------------------|
| METER MODEL: CWT Touch screen (card only) | \$8,355 | 24.0% | \$6,350 | |
| Includes: | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | |
| 9" color touch screen | | | | |
| Credit Card Acceptance | | | | |
| Solar Power or AC Mains | | | | |
| 3G/4G Wireless Communications | | | | |
| Instruction decals | | | | |
| 1 Ticket roll per machine | | | | |
| 1 Year Hardware Warranty Included | | | | |
| Shipping | | | | |
| Training | | | | |
| | | | | Extended Warranty is \$420/meter/year |

Option #8 - CWT Color card only

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---------------------------------------|
| METER MODEL: CWT Color screen (card only) | \$7,500 | 24.0% | \$5,700 | |
| Includes: | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | |
| 7" Full Color Display | | | | |
| 48 key piezo key pad | | | | |
| Credit Card Acceptance | | | | |
| Solar Power or AC Mains | | | | |
| 3G/4G Wireless Communications | | | | |
| Instruction decals | | | | |
| 1 Ticket roll per machine | | | | |
| 1 Year Hardware Warranty Included | | | | |
| Shipping | | | | |
| Training | | | | |
| | | | | Extended Warranty is \$420/meter/year |

CWT Multi-Space Meter Pricing (continued)



| Option #9 - CWT Monochrome card only | | | | | |
|---|---------------------|---|---|---------------------------------------|--|
| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note | |
| METER MODEL: CWT Monochrome screen (card only) | \$6,908 | 24.0% | \$5,250 | | |
| Includes: | | | | | |
| Custom Configuration (e.g. Pay & Display, Pay by Space, Pay by Plate) | | | | | |
| 6.5" Monochrome Display | | | | | |
| 48 key piezo key pad | | | | | |
| Credit Card Acceptance | | | | | |
| Solar Power or AC Mains | | | | | |
| 3G/4G Wireless Communications | | | | | |
| Instruction decals | | | | | |
| 1 Ticket roll per machine | | | | | |
| 1 Year Hardware Warranty Included | | | | Extended Warranty is \$420/meter/year | |
| Shipping | | | | | |
| Training | | | | | |

Single/Dual Space Meter Pricing



Option #1 - MAX Meter Single Space

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|-------------------------------------|---------------------|---|---|------|
| METER MODEL: MAX Meter Single Space | \$575 | 10.0% | \$518 | |

Includes:

Single Space Configuration
 2.95" x 1.65" Monochrome Display
 Touch keypad technology
 Coin, Credit card acceptance
 Solar Power
 Cellular communications
 1 Year Hardware Warranty Included
 Shipping

Option #2 - MAX Meter Dual Space

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|-------------------------------------|---------------------|---|---|------|
| METER MODEL: MAX Meter Single Space | \$825 | 10.0% | \$743 | |

Includes:

Dual Space Configuration
 2.95" x 1.65" Monochrome Display
 Touch keypad technology
 Coin, Credit card acceptance
 Solar Power
 Cellular communications
 1 Year Hardware Warranty Included
 Shipping

Strada and CWT Upgrade Pricing



Option #1 - Color screen upgrade for coin/card multi-space meters

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---|
| Color Screen Upgrade for coin/card MSMs | \$2,150 | 8% | \$1,978 | See Installation Services tab for price of installation |
| Includes: New front door (if necessary) 7" full color display screen Custom Software New solar panel (Parkeon Strada only) | | | | |

Option #2 - Color screen upgrade for bill accepting multi-space meters

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|--|---------------------|---|---|---|
| Color Screen Upgrade for bill accepting MSMs | \$2,750 | 8% | \$2,530 | See Installation Services tab for price of installation |
| Includes: New front door (if necessary) 7" full color display screen Custom Software New solar panel (if necessary) | | | | |

Option #3 - Touch screen upgrade for Cale CWT coin/card

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|--|---------------------|---|---|---|
| Touch Screen Upgrade for Cale CWT coin/card | \$2,650 | 8% | \$2,438 | See Installation Services tab for price of installation |
| Includes: New front door 9" Touch Display Screen Custom Software New solar panel (if necessary) | | | | |

Option #4 - Touch screen upgrade for Cale CWT bill accepting multi-space meter

| | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|--|---------------------|---|---|---|
| Touch Screen Upgrade for Cale CWT bill accepting MSMs | \$3,250 | 8% | \$2,990 | See Installation Services tab for price of installation |
| Includes: New front door 9" Touch Display Screen Custom Software New solar panel (if necessary) | | | | |

Multi-Space Meter Installation Services



| Multi-Space Meter Installation Services | List price per unit | Percent Discount to NCPA participating entities | Price per unit to NCPA participating entities | Note |
|---|---------------------|---|---|---|
| Qty 1 to 5 | \$1,850 | 59.5% | \$750 | <p>If Flowbird is to perform site preparation, please add \$125 per site.</p> <p>If a site requires a concrete pad, please add \$600 per site</p> |
| Qty 6 to 49 | \$1,100 | 40.9% | \$650 | <p>If Flowbird is to perform site preparation, please add \$125 per site.</p> <p>If a site requires a concrete pad, please add \$600 per site</p> |
| Qty 50 and above | \$1,100 | 54.5% | \$500 | <p>If Flowbird is to perform site preparation, please add \$125 per site.</p> <p>If a site requires a concrete pad, please add \$600 per site</p> |

Back-Office Pricing



| Flowbird Back-Office System | Price (per meter per month) | Percent Discount to NCPA participating entities | Note |
|--|--------------------------------|--|--|
| Multi-Space meter monthly fee per meter | \$45 | 0% | This is a per meter per month fee. Assumes Pay & Display configuration. Pay by Plate or Pay by Space is \$57 per meter per month |
| Single space meter monthly fee per meter | \$8 | 0% | |
| Dual space meter monthly fee per meter | \$14 | 0% | |
| Includes: | | | |
| Financial and Maintenance Reports | | | |
| Maintenance and Collections Alarms | | | |
| Meter Mapping via Google Maps | | | |
| Wireless Communication Fees | | | |
| Credit Card Gateway Fees | | | |
| Rate Editor/Download Module | | | |
| Optional Services | | | |
| Validation Codes System | \$12 | | |
| City News for multi-space meters | \$3 | | |

Mobile Parking Payment System



| System | Cost to the Client | Percent Discount to NCPA participating entities | Note |
|---|--------------------|---|--|
| Flowbird mobile parking payment application | \$0 | 0% | A \$0.35 fee will be added to each parking transaction as a convenience fee so there will be no additional costs to the Client. The Client will be responsible for the merchant bank processing fee. |
| Includes: | | | |
| iOS and Android applications, mobile web, and web payments | | | |
| Optional IVR payment at no additional cost | | | |
| Marketing campaign - stickers, social media | | | |
| Full reporting and enforcement integration with Flowbird back-office system | | | |

**COOPERATIVE PURCHASE
CONTRACT**

Contract No. 2020-56

This Cooperative Purchase Contract is made and entered into this ____ day of _____, 2019 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Parkeon, Inc., dba Flowbird a New Jersey Corporation ("Contractor").

RECITALS:

- A. Contractor has Contract No. 15-19 with Region 14 Education Service Center on behalf of the National Cooperative Purchasing Alliance (NCPA) to provide parking meter products and services.
- 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 Schedules agreed to by the parties and attached to the Agency Contract from time to time. General description of materials and or services being lease/purchased:

Parking Meter Products and Services

- 2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in Schedules attached hereto (Exhibit A) and agreed to by the Parties from time to time and incorporated by reference.
- 3. Payment. Payment to the Contractor for the services provided under this Cooperative Purchase Contract shall be made in accordance with the Cost Summary/Fee Schedule and terms set forth in the NCPA Contract (Exhibit B). In no event shall the total compensation under this Contract exceed \$125,000 in any fiscal year.
- 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 Cooperative Purchase Contract as though fully set forth herein. The Agency Contract documents are attached hereto as Exhibit B. The 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 February 1, 2020 and shall continue until expiration or termination of the underlying Agency Contract (through July 31, 2022), unless sooner terminated by City in writing.
7. Renewal. This Cooperative Purchase Contract shall be automatically renewed for up to two additional one-year terms per the Agency Contract, unless sooner terminated by City.

Parkeon, dba Flowbird:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
SCOPE OF WORK

ATTACHED

EXHIBIT B
AGENCY CONTRACT

National Cooperative Purchasing Alliance Contract Number: 15-19 (attached)

FLOWBIRD SCOPE OF WORK
EXHIBIT A
SPECIFIC REQUIREMENTS

Specific requirements shall be in accordance with all schedule, performance and delivery-related information that will be outlined in the subsequent purchase order that is to be accepted as formal notification from the City as a Notice to Proceed with the requested order.

Flowbird will provide:

- Flowbird StradaPAL Multi-Space Parking Pay Stations with color displays.
- Open Platform to interface with 3rd party systems that include Passport LPR & Citations and Flowbird Mobile Parking Payment app.
- Integrated myParkfolio back-office reporting and analysis system.
- Remote flexibility for the City to make rate and message changes.
- Access to the Flowbird CLOUD system to add optional services such as City News, Merchant Coupons, Fine Payment, and more.

Flowbird will meet all requirements of the City. Flowbird's solution will be configured in Pay by Plate enforcement mode through the use of our StradaPAL Transfer pay stations.

Flowbird will supply and provide training of the pay stations. The pay stations will:

- accept credit and debit cards, smart cards, cash;
- interface with Flowbird Mobile Parking Payment app;
- utilize solar power;
- utilize two-way wireless communications to process transactions and send real time transaction data and alarm information to City systems; and
- accept remote programming changes.

Flowbird will provide full training on the equipment, myParkfolio back office, operations and maintenance for the various profiles of users accessing the system.

City may purchase additional pay stations in the future, if needed, per these terms:

1. Services required for the City of Flagstaff, related to the system (shipping, training to 3rd party for installation, training to City).
 - a. The cost per pay station for a StradaPAL Transfer is \$5,700 and includes:
 - credit/debit card acceptance
 - 3G or better modem
 - 7-inch color display
 - solar or AC Mains power
 - shipping
 - training to City staff and 3rd party group for installation

- 1-year parts only warranty
- b. The cost per pay station for a StradaPAL BNA accepting cash is \$8,900 and includes all items for 1.a plus:
 - Coin acceptance
 - Bill acceptance
 - 1 coin canister
 - 1 bill canister
- 2. Pay Station Software System cost per station per month.
 - a. The monthly back office system fee for myParkfolio is \$57 per pay station per month and includes:
 - Reporting of all financial and maintenance information
 - Maintenance alarms alerts sent to cell phones
 - Credit card gateway
 - Wireless communication fees
 - Access to rate editor to modify/download rates
 - Help Desk Support
 - Optional Back Office Services:
 - \$12 per meter per month for Validation Codes System, City News, and E- Permits
- 3. Pay Station extended warranty costs after the initial warranty expires. This would not be a year 1 cost.
 - a. Extended hardware warranty cost after the standard one year warranty expires is \$420 per pay station per year for the StradaPal Transfer (credit card only) and \$480 per pay station per year for the StradaPal BNA (credit card, coin and bill). There is no deductible and there is no limit to how many times a part can be exchanged. See Hardware Warranty at the end of document.
- 4. All prices are excluding any applicable sales tax.

Flowbird mobile Phone application/technical solution:

The range of capabilities of the Flowbird service makes it a real lever for boosting parking and mobility available to communities and operators and providing greater user satisfaction.

Flowbird is available on mobiles phones, tablets, PCs, iPhone apps, Android apps, Internet/mobile, Internet SMS and Interactive Voice Response (IVR).

Flowbird is provided as a Service and includes the following main features:

- Registration of users
- Payment of parking fees by users using their cell phone or Internet
- Processing payments flow including VISA, MASTERCARD, AMEX and DISCOVER Users access their account and history of their operations
- 5 years of transactions history
- User support in the use and handling of complaints with a 24/7 call center providing answers in both English and Spanish.
- Seamless integration with Flowbird's parking system

A major advantage of the Flowbird solution is that it is fully integrated into my Parkfolio, our back-office parking management system.

This integration allows:

- Common management {users, geographies}
- Same accounting process
- Same reports and statistics
- The ability to uniformly update rates (prices and regulations) for all devices from meters to cell phones

The Flowbird solution is based on the implementation of two different types of services:

1. Providing the community with services relating to:
 - Parking: fee management, creation, registration and issuance of electronic tickets
 - Access to electronic ticket data for enforcement
 - Payment management
2. Providing users parking access via cell phone:
 - Applications for Smartphones: iPhone, Android, Web Mobile
 - Internet/mobile Internet
 - Interactive Voice Response
 - SMS
 - Website information and account access
 - Call Center

The Flowbird solution will work throughout the City of Flagstaff and on all the meters.

Flowbird is storing all tickets in a single system whatever the mobile channel used to simplify controls.

Flowbird also allows checking paperless parking tickets from payments made by cell phone and without needing to use a printed ticket. Enforcement is performed by checking the Flowbird database to determine if the plate/vehicle has a session/ticket

active in the meter/block.

The overall system is completely designed as a service-oriented architecture and is completely stateless to provide unicity of transaction.

Service Fees

In addition to the parking fee charged by Flagstaff, the Flowbird User will pay a Service Fee of **\$0.23** per transaction for the use of the Flowbird Service. The parking fee plus the Service Fee will be sent to Flagstaff's bank through their selected merchant bank processor. Flagstaff is responsible for any fees charged by their merchant bank processor. All standard Merchant Fees will apply.

Flowbird will invoice Flagstaff on a monthly basis a fee of **\$0.23** per transaction. These fees shall be payable within twenty days of invoice date.

Flowbird reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

The cooperative purchase agreement provides for a maximum of \$0.35 per transaction, however it has been confirmed with National Cooperative Purchasing Alliance ("NCPA") that the vendor may agree to a lesser rate, as provided herein.

Marketing and Communications

Flowbird will supply informational stickers for each meter and can supply signs as well at no cost. Flagstaff will provide the size that would work best and Flowbird will produce and ship them at no cost.

Hardware Warranty

This warranty will be valid from the date of the initial machine delivery and extend for a period of 1 year. When used in accordance with our manufacturer recommendations, every Flowbird Pay Station is warranted to be free from defects in workmanship and materials. Our liability in this respect is limited to your net purchase price, after any discounts, of any component proved defective, or, at our option, to the repair or replacement of such component upon its return to us, transportation charges pre-paid.

Replacement parts will be shipped upon receipt of the faulty part. Should time-in-service be a critical issue, we strongly suggest [the client] pre-purchase a replacement parts service contract. The defective part can be replaced from the client stock and Flowbird will replenish the client stock upon receipt of the defective part.

This warranty does not include "wear and usage items" such as paper, batteries, etc.

Labor is not covered under this hardware warranty. [The client] will perform the actual part removal and replacement at the Pay Station. Flowbird can perform on-site support under a separate service agreement , or on a case-by-case basis at our then published on-site service cost.

Any repair of damage resulting from acts of vandalism, accident (vehicle impact), failure in the electricity supply, operator error, (e.g., but not limited to: no ticket stock, no coin box fitted, wrong time/date) or the use of non-approved ticket stock on the Pay Station, or rust attack, is not covered under this agreement. Flowbird will provide estimates of this repair cost upon receipt of a written request by from [the client]. The terms "vandalism" or "vandalized" shall mean any willful damage caused to the Pay Station (break-ins, etc.) which affect the appearance or operation of the Pay Station or interferes with the normal use of the Pay Station.

Alterations made to the equipment by the client may result in this warranty being voided in its entirety. Flowbird makes the final determination of the extent of any warranty impact due to the modification of the equipment by the client.

Notices: All notices to City shall be sent to:

Buyer: Matthew Luhman
Purchasing Division
211 W. Aspen Avenue
Flagstaff, Arizona 86001
(928) 213-2279

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Jennifer Brown, Special Services Manager
Co-Submitter: Stacey Brechler-Knaggs
Co-Submitter: Stacey Brechler-Knaggs
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration and Approval of a Grant Agreement: between the City of Flagstaff and the Governor's Office of Highway Safety for the Arizona Traffic and Criminal Software (Az TraCS) Implementation.

STAFF RECOMMENDED ACTION:

Approve the acceptance of the Grant from the Governor's Office of Highway Safety in the amount of \$61,002.00, for the Flagstaff Police Department to purchase equipment to operate the AZ TraCS software. The grant funds will also be used to purchase equipment (scanners and printers) to be installed in the patrol vehicles and a server to manage the software.

Executive Summary:

The Flagstaff Police Department strives to stay up to date with the most efficient and reliable technology available. This technology comes with a cost, but will provide officers and key stakeholders with updated technology and data.

The Flagstaff Police Department serves as a hub for multiple agencies, who utilize and share the same Records Management Software system called Hexagon OnCall. The Flagstaff Police Department shares this product with Coconino County Sheriff's Office, Coconino County Detention Facility and Northern Arizona University Police Department. The Flagstaff Police Department along with the other agencies are working to upgrade to Hexagon OnCall.

The use of the TraCS software would allow law enforcement and first responders to clear crash scenes more quickly and provide more accurate data. Currently, our Records staff sends over all accident reports via US Mail to the State as required by law. With the TraCS software the officer will be able to scan and populate the driver and vehicle fields on the accident report electronically. This allows the officer to process the paperwork quickly and efficiently. This faster process will allow the officer to clear the scene sooner, reducing the risk of a secondary collision.

Financial Impact:

There is no match requirement for this grant. This grant is budgeted for \$100,000 in account number 001-04-062-6256-2-4305 for FY 2019-2020.

Policy Impact:

This Grant would allow us to provide additional funding to assist Flagstaff Police Department in meeting the community's expectations in regards reducing staff time as well as increasing our efficiencies.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Flagstaff Regional Plan Policy PF.3.1 Maintain high-quality effectiveness and efficiency in law enforcement, fire and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served, and monies available.

Has There Been Previous Council Decision on This:

No. There has not been a previous council decision on this grant.

Options and Alternatives:

- 1.) Approve acceptance of the Grant from the Governor's Office of Highway Safety.
- 2.) Disapprove acceptance of the Grant from the Governor's Office of Highway Safety.

Background/History:

The Flagstaff Police Department has partnered with the Governor's Office of Highway Safety (GOHS) for the past twenty-five (25) years in efforts to reduce the amount of injury motor vehicle collisions in our community. GOHS has continuously provided grant monies that have been used to staff details that are focused on finding impaired drivers, thus removing them from our highways and making our community safer.

The Flagstaff Police Department will be working in collaboration with Coconino County Sheriff's Department and Northern Arizona University Police Department to use the TraCS software in conjunction with the upgraded OnCall Records Management software. All agencies have been granted funds to outfit our patrol fleet with printers and scanners in order to utilize this software.

The TraCS software will allow the agencies the ability to have and use electronic forms such as traffic citations, crash reports and other traffic safety data forms required by the State of Arizona. This program will also allow the agencies to streamline documents to the Courts for processing, print a copy for the defendant from their patrol vehicle and the required crash forms will be electronically sent to the Department of Transportation for statistical data.

This program will allow for:

- More efficiency for patrol, records and courts
- For every minute an officer is on the roadside the chances of a secondary incident goes up 2.8%. This program will help reduce the amount of time the officer is on the roadside
- Data driven policing, electronic forms eliminate the need for tedious after the fact data entry
- Fewer errors due to validation rules
- Reduce the amount of storage of paper copies

- Direct accessibility to forms by officers
- Streamline the gathering and sharing of information to the courts
- Legible citations

Key Considerations:

Grant monies from the Governor's Office of Highway Safety allow us to combine this software with our current Records Management Software upgrade in order to produce electronic citations and crash forms.

Expanded Financial Considerations:

Approval of the grant will give the Flagstaff Police Department \$61,002.00 to be spent on purchasing 50 barcode scanners, printers and one (1) server to improve the collection and analysis of statistical data related to traffic safety.

Community Benefits and Considerations:

The use of the TraCS software will allow law enforcement and first responders to clear crash scenes quickly and provide more accurate data. Currently, our Records staff sends over all accident reports via US Mail to the State as required by law. With the TraCS software the officer will be able to scan and populate most driver and vehicle fields electronically while on scene. This allows the officer to process the paperwork faster, reducing the risk of a secondary collision.

Community Involvement:

Inform the Council and public on the application of this grant and intended use of these funds.

Expanded Options and Alternatives:

- 1.) Approve as recommended.
- 2.) Disapprove the grant award.

Attachments: GOHS Award Letter



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Kevin Treadway
Flagstaff Police Department
911 East Sawmill Road
Flagstaff, AZ 86001

PROJECT REFERENCE:

Contract Number: 2020-405c-004
Total Estimated Costs: \$61,002.00
Purpose of Project: AZ TraCS Implementation
Project (Computer, Scanners and Printers)

Dear Chief Treadway:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Greg Clifton, City Manager, City of Flagstaff, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

12-4-19
Date

Enclosures
AG

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

| | | |
|---|--|------------------------------------|
| FAIN: 69A3752030000405cAZ0 | | Assistance Listings: 20.616 |
| 1. APPLICANT AGENCY Flagstaff Police Department | GOHS CONTRACT NUMBER: 2020-405c-004 | |
| ADDRESS 911 East Sawmill Road, Flagstaff, AZ 86001 | PROGRAM AREA: 405c | |
| 2. GOVERNMENTAL UNIT City of Flagstaff | AGENCY CONTACT: Stacey Brechler-Knaggs | |
| ADDRESS 211 West Aspen Avenue, Flagstaff, AZ 86001 | 3. PROJECT TITLE: Traffic Records Enforcement Related Materials and Supplies (Computer, Scanners and Printers) | |
| 4. GUIDELINES: 405c | | |
| 5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405c funds will support Materials and Supplies: Computer, Scanners and Printers for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the City of Flagstaff. | | |
| 6. BUDGET | Project Period | |
| COST CATEGORY | FFY 2020 | |
| I. Personnel Services | \$0.00 | |
| II. Employee Related Expenses | \$0.00 | |
| III. Professional and Outside Services | \$0.00 | |
| IV. Travel In-State | \$0.00 | |
| V. Travel Out-of-State | \$0.00 | |
| VI. Materials and Supplies | \$61,002.00 | |
| VII. Capital Outlay | \$0.00 | |
| TOTAL ESTIMATED COSTS | \$61,002.00 | |
| PROJECT PERIOD | FROM: Effective Date (Date of GOHS Director Signature) | TO: 09-30-2020 |
| CURRENT GRANT PERIOD | FROM: 10-01-2019 | TO: 09-30-2020 |
| TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$61,002.00 | | |

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Number of sworn officers: 113

Total Population in city/town or county: 65,000

Total Road Mileage: Highway: 35 Local: 634 Total: 669

| | 2017 | 2016 | 2015 |
|--|------|------|------|
| Total Crashes | 2814 | 2962 | 2871 |
| Total Injury Crashes | 403 | 405 | 434 |
| Total Fatal Crashes | 4 | 6 | 7 |
| Total Alcohol-related Crashes | 82 | 106 | 104 |
| Total Alcohol-related Serious Injuries | 27 | 27 | 23 |
| Total Alcohol-related Fatalities | 0 | 0 | 1 |
| Total Speed-related Crashes | 109 | 100 | 105 |
| Total Speed-related Serious Injuries | 36 | 28 | 34 |
| Total Speed-related Fatalities | 0 | 0 | 1 |

The data above represents: County ☐ City/Town ☒

Agency Problem/Attempts to Solve Problem:

The Flagstaff Police Department (FPD) strives to stay up to date with the most efficient and reliable technology available. Such technology comes with a cost and inhibits the ability to provide officers and key stakeholders with updated and current technology. One such example of this is in the advancement of data entry for citations and collisions. FPD shares a Records Management System (RMS) with several other agencies in the area, including Coconino County Sheriff's Department and Northern Arizona University Police Department. Currently, records personnel send over all accident reports via US Mail to ADOT and the courts.

Agency Funding:

Federal 405c funds will support Materials and Supplies: Computer, Scanners and Printers for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the City of Flagstaff.

How Agency Will Solve Problem with Funding:

The AZTraCS software will allow law enforcement and first responders to clear crash scenes quickly, improving overall traffic safety along with more accurate data integrity. The AZTraCS software will allow officers to scan and populate most driver and vehicle fields electronically, allowing them to process the paperwork quickly and efficiently. This new process also allows for the officer process the scene faster, reducing the risk of a secondary collision.

PROJECT MEASURES:**Agency Goals:**

- Flagstaff PD will provide and conduct training for all staff members on the AZTraCS software.
 - Flagstaff PD will purchase scanners, printers and all necessary equipment by February 2020.
 - Flagstaff PD plans to have AZTraCSs implemented and used as an interface with its new Records Management Software system in 2020.
 - Flagstaff PD will limit the amount of processing time for crash reporting as well as document processing time to the courts and ADOT.
-

GOALS/OBJECTIVES:

Federal 405c funds will support Materials and Supplies: Computer, Scanners and Printers for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the City of Flagstaff.

Expenditures of funding pertaining to the TR/Traffic Records Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Traffic Records Program goals provided by the Arizona Governor's Office of Highway Safety. The Traffic Records Program goal is to enhance and improve the collection and analysis of statistical data related to traffic safety throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Traffic Records in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Flagstaff Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Traffic Records Enforcement Activities: Computer, Scanners and Printers for AZ TraCS Implementation Project

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Flagstaff Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

| Reporting Period | Due Date |
|---|-------------------------|
| 1st Quarterly Report and RCI (October 1 to December 31, 2019) | January 30, 2020 |
| 2nd Quarterly Report and RCI (January 1 to March 31, 2020) | April 20, 2020 |
| 3rd Quarterly Report and RCI (April 1 to June 30, 2020) | July 20, 2020 |
| 4th Quarterly Report and RCI (July 1 to September 30, 2020) | October 15, 2020 |
| Final Statement of Accomplishments | October 15, 2020 |

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Kevin Treadway, Chief of Police, Flagstaff Police Department, shall serve as Project Director.

Stacey Brechler-Knaggs, Grant Administrator, Flagstaff Police Department, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

| Monitoring Schedule | |
|---|--|
| Total Awarded Amount: | Type of Monitoring: |
| Under \$50,000 | Desk Review/Phone Conference |
| \$50,000 and over | May have an In-House GOHS Review |
| \$100,000+ | May have an On-Site Review |
| Capital Outlay Greater than \$25,000 (combined) | May have an On-Site Review |
| Desk Review and Phone Conference | Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| In-House Review | Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| On-Site Monitoring | Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee. |

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

| | | |
|------|--|-------------|
| I. | Personnel Services (overtime) | \$0.00 |
| II. | Employee Related Expenses (ERE) | \$0.00 |
| III. | Professional and Outside Services | \$0.00 |
| IV. | Travel In-State | \$0.00 |
| V. | Travel Out-of-State | \$0.00 |
| VI. | Materials and Supplies Computer, Scanners and Printers for AZ TraCS Implementation Project | \$61,002.00 |
| VII. | Capital Outlay | \$0.00 |

TOTAL ESTIMATED COSTS***\$61,002.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Flagstaff Police Department shall absorb any and all expenditures in excess of \$61,002.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Kevin Treadway, Chief of Police
Flagstaff Police Department

***Signature of Authorized Official of
Governmental Unit:***

Greg Clifton, City Manager
City of Flagstaff

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405c, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|--------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <u>Authorization to Proceed Date</u> | <u>\$61,002.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Ed Schenk, Stormwater Project Manager
Co-Submitter: Stacey Brechler-Knaggs
Co-Submitter: Stacey Brechler-Knaggs
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration and Approval of Mitigation Assistance Agreement: between the City of Flagstaff and Arizona Department of Emergency Management and Military Affairs for Raingauge Network Expansion.

STAFF RECOMMENDED ACTION:

Approve the Mitigation Assistance Agreement with the Arizona Department of Emergency and Military Affairs, Division of Emergency Management for State Emergency Council FY 19 grant funds in the amount of \$110,295 with a State share of \$82,721 and a City match of \$27,574.

Executive Summary:

The proposed Agreement will help the City continue to expand its Flood ALERT precipitation and stream gauge system. This system is integral for natural disaster alerting and rapid response for Arizona communities. The City installed three ALERT gauges in 2004 and have slowly expanded the system to include nine rain and stream ALERT gauges. Flagstaff has critical data gaps in the network due to the extremely local nature of the monsoon storms in the Arizona high country.

Financial Impact:

Water Services will match 25% of the grant, in the order of \$27,574. This amount has been budgeted in this fiscal year 2019-2020 for expanding the rain gauge network. This grant will leverage our existing plans to expand the gauge network. There is \$40,000 in the FY2019-2020 budget in account number 206-08-331-1250-0-4461. The remaining budget appropriation will come from 206-08-375-3454-0-4433.

Policy Impact:

The grant will accelerate, and enhance, the ability of Water Services - Stormwater to provide early warnings for floods, measure climate change, and model City infrastructure for flood conveyance.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

The flood ALERT network (also called the raingauge network) works towards the Council Goals of "Transportation and Other Public Infrastructure", "Climate Change", "Environmental and Natural Resources", and "Community Outreach".

Has There Been Previous Council Decision on This:

We have no knowledge of previous Council involvement/consent on the City's flood ALERT gauge system.

Options and Alternatives:

This grant will accelerate an already developed plan within Water Services - Stormwater Section to gauge every FEMA stream course in the City limits. There are no other viable options or alternatives.

Background/History:

The Flood ALERT precipitation and stream gauge system is integral for natural disaster alerting and rapid response for Arizona communities. The City of Flagstaff installed three ALERT gauges in 2004 and have slowly expanded the system to include nine rain and stream ALERT gauges. Flagstaff still has critical data gaps in the network due to the extremely local nature of the monsoon storms in the Arizona high country. For example, in the summer of 2018, there was a single-day monsoon storm event; it was recorded as a 5-year event at some gauges, a 50-year event at one gauge, a greater than a 100-year event at some County gauges, and estimated to be a 500-year event in one Flagstaff neighborhood that is ungauged. Localized flooding was severe in some areas while there was nothing to note just a couple of miles away. The extremely local storm patterns require the City to expand our ALERT network to better allow for early warning for residents and emergency services and to provide critical historical data for budgeting, designing and implementing appropriate stormwater conveyances.

The City is currently designing the complex Rio de Flag drainage system, in conjunction with the Army Corps of Engineers. This project is estimated to cost nearly \$100 million dollars to alleviate flooding in downtown Flagstaff. The tributaries, and associated catch basins, are not included in this project. This upgraded flood ALERT system will help the City determine which catch basins will need to be up-sized to connect to the new Rio de Flag stormwater system. Long term trends in rainfall-runoff, flooding intensity, and precipitation patterns can be useful not only for Flagstaff but for similar high elevation communities in Arizona and western New Mexico. A fully developed ALERT system, therefore, would provide many benefits to the City of Flagstaff and for the region.

Key Considerations:

This grant will help fully implement an internal plan in the Stormwater Section to gauge every FEMA stream course in the City. Once this grant is fulfilled the City will have a comprehensive rain and stream gauge system that will benefit the community, planners, and flood designers.

Community Benefits and Considerations:

The community will receive a more comprehensive flood alert system and also more appropriate future designs for storm water conveyance and flood proofing.

Attachments: Mitigation Assistance Agreement

Map of gauges

Example gauge

MITIGATION ASSISTANCE AGREEMENT
(State Agency or Political Subdivision)

This Agreement ("Agreement") between the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona ("Division"), and **City of Flagstaff** ("Applicant") shall be effective on the date signed by both parties. This Agreement shall apply to all assistance funds provided by the Division to the Applicant as a result of the State Emergency Council's action, which occurred June 17, 2019, and for the duration of the State's Fiscal Year, starting July 01, 2019 and ending June 30, 2020.

By signing this Agreement on behalf of Applicant, the person signing represents that he/she is an Authorized representative of the Applicant, and certifies and agrees on behalf of the Applicant that:

1. The person signing below on behalf of Applicant has legal authority to apply for assistance on behalf of the Applicant.
2. Eligible Applicant is defined as any state agency, or political sub-division with taxing authority.
3. Any change to the Applicant's Authorized representative or the Authorized representative's contact information must be provided to Division in writing.
4. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds from the Division. The Division does not manage or take responsibility for the Applicant's projects, and monitors projects (with regard to program eligibility and other requirements) only in order to protect the Division's interests.
5. The Applicant understands this is a reimbursement program and the Applicant generally must expend its own funds for an approved project prior to being reimbursed. The amount of all payments made by the Division to the Applicant under this Agreement will be based upon eligible expenditures to date, the requirements of AAC 312 and all other applicable Arizona law, and the terms of this Agreement. Subject to the foregoing requirements, partial payments may be processed as work is completed and costs expended. Final payment can be made only after all work is completed, the work has been inspected by the Division, and claimed costs have been audited as provided by AAC R8-2-316 and 318 and other applicable Arizona law.
6. The Applicant shall establish and maintain a proper accounting system to record expenditures of funds as directed by the Division. Pursuant to AAC R8-2-310 and R8-2-318, the Applicant shall retain and make available to the Division all financial and program documentation for a minimum of three years. The Division will notify the Applicant, via the Applicant's Agent, as to when the three-year retention begins.

MITIGATION ASSISTANCE AGREEMENT
(State Agency or Political Subdivision)

7. Pursuant to ARS 35-214 and 215 and AAC R8-2-318, the Applicant shall include in all contracts with all contractors requirements that (a) all of the contractor's books, accounts, reports, and other records relating to the contract shall be retained by the contractor and shall be subject to inspection and audit by the Division for five years after completion of the contractor's contract, and (b) the contractor shall include in all contracts with all subcontractors and materialmen (and shall require all contractor's subcontractors and materialmen to include in their contracts with their subcontractors and materialmen) the requirement that all of the subcontractor/materialman's books, accounts, reports, and other records relating to the subcontract shall be retained by the subcontractor/materialman and shall be subject to inspection and audit by the Division for five years after completion of the contractor's contract.
8. The Applicant shall cooperate with Division personnel in performing interim monitoring and final inspections and audits relating to the project, the project site, and all related documents, per AAC R8-2-301(1); R8-2-310; R8-2-316; and other applicable law.
9. Regardless of whether or not the Applicant is otherwise exempt from complying with such standards, the Applicant shall comply with and shall ensure that all projects undertaken under this Agreement comply with, all applicable federal and Arizona law (including but not limited to the Arizona Procurement Code [ARS §42-2501 *et seq.*] and AAC R8-2-317) and all current codes and standards, including but not limited to local fire, building, construction, and other similar codes.
10. This Agreement shall be construed in accordance with the laws of the State of Arizona. Any party aggrieved by a decision rendered by the Director may appeal as provided in AAC R8-2-320, and any subsequent appeal shall be heard in the Superior Court of Arizona for Maricopa County.
11. The Applicant shall comply with provisions of the Hatch Act (5 USC 7321 *et seq.*) limiting the political activities of state and local public employees.
12. The Applicant shall comply with the flood insurance purchase requirements which may be required by the Arizona Department of Water Resources Floodplain Management Program.
13. The Applicant is not authorized to enter into a "cost-plus-percentage-of-cost contract" in accordance with ARS § 41-2544.
14. The Applicant shall not enter into contracts for which payment is contingent upon approval of project or receipt of funds from the Division, including but not limited to funds obtained under this Agreement.
15. In accordance with AAC R8-2-313(B)(10) (excepting as may comply with applicable State law), the Applicant shall not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.

MITIGATION ASSISTANCE AGREEMENT
(State Agency or Political Subdivision)

16. The Applicant shall comply with cost sharing requirements; specifically, that assistance from the Division is limited to 75% of total eligible costs for political sub-divisions and 100% of total eligible costs for State agencies.
17. The Applicant shall use the funds provided under this Agreement solely for the purposes for which these funds are provided and as approved by the Division.
18. The Applicant shall return to the Division, within two months of such request by the Division, any funds not supported by audit or other Division review of documentation maintained by the Applicant as provided by Arizona law, including AAC R8-2-319.
19. The Applicant understands and will abide by the following time limits set by the Division:
 - A. The date shown to the right is six months from the date of the start of the fiscal year and is the date by which the Applicant must begin work to be funded in whole or in part through this Agreement. If the Applicant has not begun this work within this time, see section 19.C for information on requesting a time extension. 01/01/2020
 - B. The date shown to the right is six months from the date of the start of the Fiscal Year and is the date by which the Applicant must provide to the Division all information necessary for the Division's accurate development, review, and approval of project work identified. Any such information not provided by the Applicant to the Division by this date will not be considered by the Division in determining eligible costs reimbursable under this agreement. 01/01/2020
 - C. The date shown to the right is the date by which all work must be completed. If the work has not been completed within this time, as a condition of receiving any further funds under this Agreement, the Applicant must submit to the Division (and have granted by the Division in writing) a written request for an extension of time, which request must show good cause for the requested extension, and must include (a) a timeline for project completion, and (b) all information and documentation necessary for the Division to evaluate Applicant's claim of extenuating circumstances and/or unusual requirements supporting the request. A second extension request will be considered only if there are extenuating circumstances outside the Applicant's ability to control and/or the work in question is near completion. The granting of any extension(s) is within the Division's sole discretion. 06/30/2020

MITIGATION ASSISTANCE AGREEMENT
(State Agency or Political Subdivision)

- D. If the work completion deadlines noted above are not followed, and if no time extension is requested as noted in section 19.C., the Division may demand the return of funds provided under this Agreement and/or withdraw funding of any remaining work which exceeds the deadline date.
20. None of the provisions of the Agreement may be waived, changed, or altered, except as expressly stated in a writing signed by authorized representatives of both the Applicant and the Division. Not enforcing a particular provision at a particular time is not a waiver of the right to enforce that provision subsequently.
21. Pursuant to ARS 35-154, every payment obligation of the Division under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the Legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Division at the end of the period for which funds are available. No liability shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
22. The Applicant and the Division shall direct all communications to each other to the persons designated below; any change in the contact information provided below must be made in a writing provided to the other party and shall not go into effect until such written notice has been provided to the other party:

For the Applicant, the Applicant's Agent/other Authorized representative:

Greg Clifton , City Manager
Flagstaff City Hall, 211 West Aspen Avenue
Flagstaff, AZ 86001
greg.clifton@flagstaff.gov
928-213-2053

For the Division:

Thomas "Duke" Jones
Program Manager
Emergency Management/Recovery Branch
Arizona Department of Emergency and Military Affairs (DEMA-EM)
5636 E. McDowell Rd. Bldg# M5101
Phoenix, AZ 85008
(desk) 602-464-6232
duke.jones@azdema.gov

MITIGATION ASSISTANCE AGREEMENT
(State Agency or Political Subdivision)

23. The requirements of ARS § 38-511 apply to this Agreement. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of that party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of the other party with respect to the subject matter of this Agreement.
24. Applicant shall comply with Arizona Executive Order 2009-9.
25. Pursuant to ARS 35-393.0.1, a public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. However, the parties recognize that the U.S. District Court for the District of Arizona has entered an injunction barring enforcement of this statute in *Mikkel Jordahl, et al., v. Mark Brnovich, et al.*, No. CV-17-08263-PCT-DJH, and unless and until the District Court's injunction is stayed or lifted, A.R.S. 35-393.01 is unenforceable and neither party can take any action to enforce it.
26. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS § 12-1518, except as may be required by other applicable statutes.
27. Each party agrees to indemnify, defend, and hold harmless the other party from any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee, and are caused by the act, violation of applicable law, rule, regulation or order, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, invitees, or volunteers.
28. The Applicant shall submit quarterly financial status and performance reports to the Division until the grant ends. Reports are due on October 15 (for the quarter ending the prior September 30); January 15 (for the quarter ending the prior December 31); April 15 (for the quarter ending the prior March 31); and July 15 (for the quarter ending the prior June 30). This initial report may be waived with the express written consent of the Division's Program Manager. Applicant shall further provide the Division with copies of all quarterly, closeout, and all other information as may be required by the Division.
29. Applicant shall submit a final financial status report, any required performance reports, a request to close the program (and any other forms and certifications requested by the Division) to the Division within 90 days of completion of grant activities.
30. Applicant shall ensure in its contracts with any contractors it may hire using any funds provided under this Agreement that such contractors (and any subcontractors or materialmen hired directly or indirectly by or through such contractors) shall be obligated

**MITIGATION ASSISTANCE AGREEMENT
(State Agency or Political Subdivision)**

by contract to comply with all applicable State and federal laws and regulations, including but not limited to Arizona Executive Order 2009-9 and ARS §§ 12-1518; 35-154; 35-214 and 215; 38-511; and 41-4401.

31. Applicant shall (i) initiate cash draw-downs only when actually needed for its disbursement; (ii) make timely financial reporting per Division requirements, using the SF269 or equivalent report; and (iii) impose the same standards of timing and amount upon any secondary recipient, and/or Applicant's contractors and their subcontractors.
32. Applicant assigns to the Division any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Applicant toward fulfillment of this Agreement.
33. Any and all cost overruns must be presented to the Division in writing and must be approved by the Division in writing as a condition of reimbursement.
34. This Agreement shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.
35. This Agreement supersedes and replaces all prior agreements, if any, entered into between Applicant and the Division relating to **SEC Mitigation FY19**.
36. The file number for this action by the SEC is Activity Code **73054**.

Applicant:

Applicant's Agent/Other Authorized
representative

Title

Signature

Date

Division:

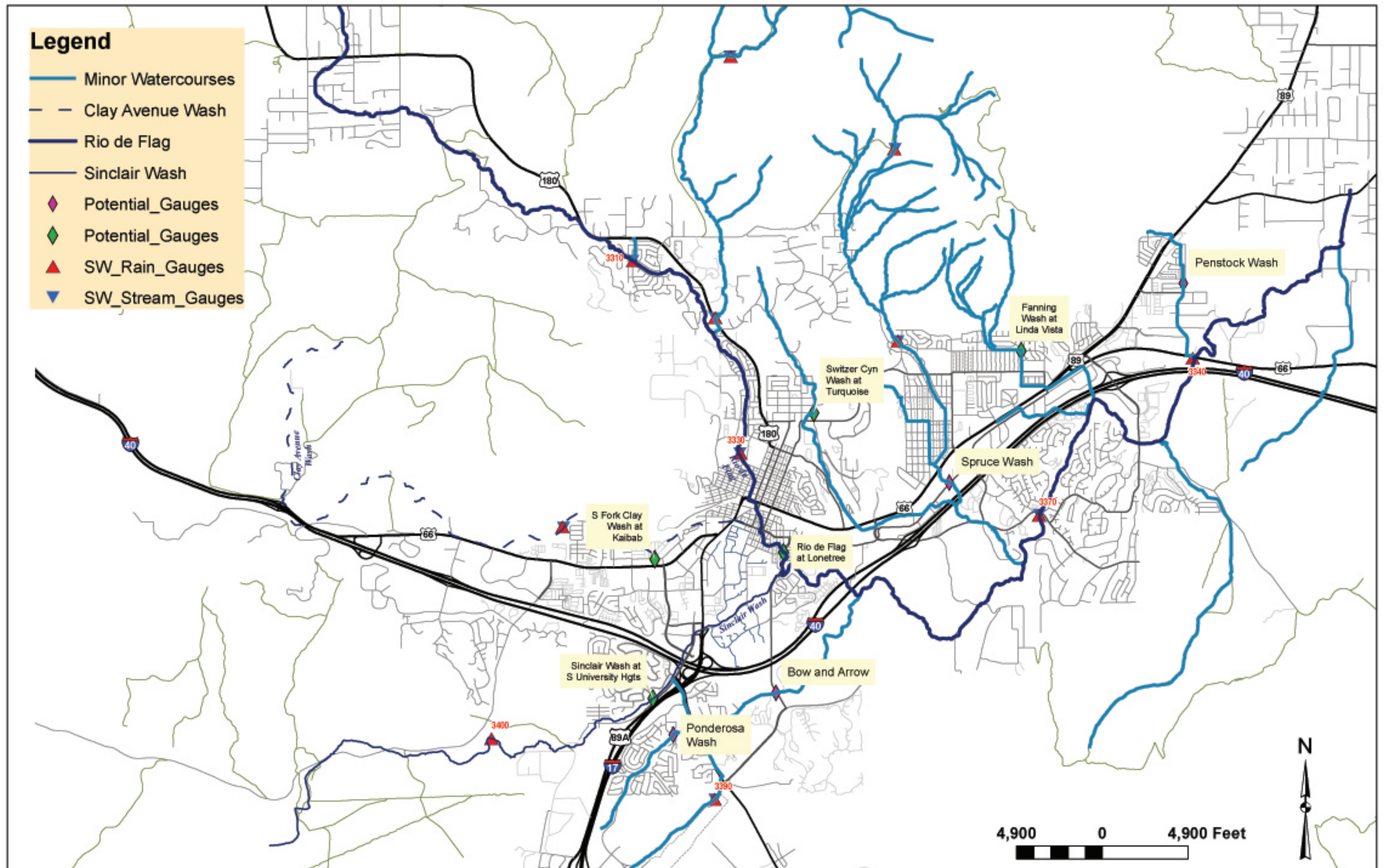
Name of Division Representative

Title

Signature

Date

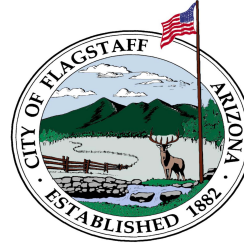
Potential future raingauge locations





CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Shannon Anderson, Deputy City Manager
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration and Adoption of Ordinance No. 2019-39: An ordinance amending Section 1-07-001-0005, *Salaries*, of the Flagstaff City Code and establishing an effective date. (*An ordinance potentially changing City Council salaries.*)

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2019-39 by title only for the final time
- 2) City Clerk reads Ordinance No. 2019-39 by title only (if approved above)
- 3) Adopt Ordinance No. 2019-39

Executive Summary:

During the October 22, 2019 Council meeting, the City Council gave staff direction to bring an ordinance to potentially amend City Code Section 1-07-001-0005, *Salaries*, to increase the number of members of Citizen Commission that makes recommendations related to potential City Council salary adjustment(s) by including two community members who are Human Resource professionals and two community members at large, in addition to the five commissioners already on the Citizen Commission under existing City Code. The Council expressed a desire for the City Manager to convene the Citizen's Commission at the request of the majority of Council rather than waiting every four years. These potential amendments are proposed in the attached ordinance.

The intervals in which the Mayor and Council members are paid has also been updated to reflect twenty-six paychecks rather than the monthly salary to match current practice.

Financial Impact:

The salaries and benefits for Mayor and Council are budgeted. If the potential amendments are adopted in the proposed ordinance and if the Citizen's Commission recommends a change in the compensation package for Mayor and/or Council, a revised budget request would be submitted as part of the fiscal year budgeting process.

Policy Impact:

Adopting this ordinance will amend the Flagstaff City Code Section 1-07-001-005, *Salaries*, and allow the Citizen's Commission to convene when requested by City Council. There are no other policy impacts.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

-

Has There Been Previous Council Decision on This:

No.

Background/History:

The Citizen Commission met on December 7, 2017 to discuss Council salaries. A recommendation was made by the Citizens Commission and presented to City Council in the form of Ordinance 2018-25 on June 19, 2018. Ordinance 2018-25 was approved during the second read on July 3, 2018 amending the compensation of the Mayor and Council members, the membership of the Citizens Commission, the addition of a public meeting to obtain community comments on recommendations, an increase to travel allowances and clarification relating to insurance and salary adjustments.

City Council considered some additional changes to the Flagstaff City Code on Council Salaries in July 2018 in relation to how often the Citizens Commission shall review the annual salary of the Mayor and Council members and the ability for Council to request the Citizen Commission reconsider its recommendation. Ordinance 2018-28 failed for lack of a motion during the September 4, 2018 Council meeting.

Mayor Evans requested a FAIR on August 21, 2019 to discuss a text amendment to City Code allowing Council Salaries to be considered by Council earlier than what is currently stated. This was supported by four Council members on October 8, 2019.

Attachments: Ord. 2019-39

ORDINANCE NO. 2019-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF,
AMENDING SECTION 1-07-001-0005, SALARIES, OF THE FLAGSTAFF CITY
CODE, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Section 1-07-001-0005 of the Flagstaff City Code outlines a process for periodic review and potential adjustment of the Mayor and City Council salaries; and

WHEREAS, the Citizen Commission is fully authorized every four years under Section 1-07-001-0005 of the Flagstaff City Code to make a recommendation regarding salary adjustments for the Mayor and City Council; and

WHEREAS, the City Council desires to amend the City Code to provide the Citizen Commission full authority to meet when ever requested by the City Council; and

WHEREAS, no member(s) of the City Council may benefit from adjusted salaries during her/his current term; and

WHEREAS, City Council also desires to amend update the City Code related to City Council salaries and the process for adjusting City Council salaries;

ENACTMENTS:

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

SECTION 1. In General.

1-07-001-0005 SALARIES:

A. Effective upon the commencement of terms of office for those persons elected to the office of Mayor or Councilmember of the City of Flagstaff in City elections of 2018 and thereafter, the salary of the Mayor shall be thirty-eight thousand five hundred dollars (\$38,500.00) per year payable over twenty-six pay periods at three-one thousand two-four hundred eighty dollars and thirty-threeseventy-seven cents (\$3,208.331,480.77) per monthpay period; and the salary of Councilmembers shall be twenty-five thousand five hundred dollars (\$25,500.00) per year payable at two-thousand-onenine hundred twenty-fiveeighty dollars and seventy-seven cents (\$2,125.00980.77) per monthpay period.

B. The annual salary of the sitting Mayor and Councilmembers shall not be increased or decreased during their term in office, pursuant to State per-law. Commencing in 2017 and every fourth year thereafter Upon request from a majority of the Council, the City Manager will establish a Citizen Commission to review salaries. The Citizen Commission will consist of fivenine (59) members as follows:

Chairperson-Member of the Planning and Zoning Commission, or his/her designee;

~~Chairperson-Member~~ of the Parks and Recreation Commission, ~~or his/her designee~~;
~~Chairperson-Member~~ of the Tourism Commission, ~~or his/her designee~~;
~~Chairperson-Member~~ of the Water Commission, ~~or his/her designee~~;
~~Chairperson-Member~~ of the Transportation Commission, ~~or his/her designee~~;
Two community members who are Human Resource professionals; and
Two community members at large.

A Citizen Commission member must be a resident of the City of Flagstaff, may not be a City employee, and may not be serving on a City Commission as a liaison or for purposes of representing another agency. The City Human Resources Director or designee will attend Citizen Commission meetings and provide staff support. Citizen Commission meetings are subject to open meeting laws and the Commission will hold a public meeting to obtain public comments prior to finalization of a Commission recommendation. The Citizen Commission shall forward its final recommendation to the City Council ~~by no later than August 1st of 2018 and every fourth year thereafter~~. The City Council shall immediately consider the recommendation of the Citizen Commission, and may adopt an ordinance raising the salaries of the Mayor and Council which shall take effect for those persons elected to the office of Mayor and Councilmember in the next succeeding election or, at the option of Council, the raise in salaries shall take effect when all current terms of office have expired.

C. A like salary shall be paid to any person appointed to fill a vacancy in the office of Mayor or Councilmember for the balance of any term.

D. Any person elected or appointed to the office of Mayor or Councilmember may, prior to commencement of their duties, elect to receive a lesser salary than herein provided if the salary provided herein imposes a hardship on that person by either disqualifying that person from receiving social security, pension, or retirement benefits or payments, or the like, or reducing the amount of such benefits or payments that person would otherwise receive. The City Manager, or his or her designee, shall determine if a hardship exemption applies in the particular circumstances.

E. In addition to the salaries above, the Mayor may choose upon commencement of each new term of office to receive two hundred fifty dollars (\$250.00) per month to cover the expense of routine travel and meals or may elect to be provided with a car insured and maintained by City and a lesser stipend of one hundred fifty dollars (\$150.00) per month to cover the expense of routine travel and meals. Councilmembers shall receive one hundred sixty-six dollars (\$166.00) per month to cover the expense of routine travel and meals.

F. The Mayor and Councilmembers are eligible for employee and dependent insurance provided by the City on the same terms and conditions as any other City employee.

G. The following amounts are not salaries and may be adjusted at any time. The Mayor and Councilmembers may receive funds for non-routine travel or other expenses incurred on behalf of the City approved through the City budget process. (Ord. 1733, 1-7-92; Ord. 2003-17, 11-4-03; Ord. 2007-43, 11-20-2007; Ord. 2018-25, Amended, 07/03/2018).

SECTION 2. Effective Date.

This ordinance 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 7th day of January, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Shannon Anderson, Deputy City Manager
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration and Adoption of Ordinance No. 2020-01: An ordinance repealing part of Ordinance 2018-30 and amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to reestablish the Information Technology Division, reflect the prior abolishment of the Community Enrichment Division, and rename the Utilities Division to the Water Services Division in City Code.

STAFF RECOMMENDED ACTION:

At the January 7, 2020 Council Meeting:

- 1) Read Ordinance No. 2020-01 by title only for the first time
- 2) City Clerk reads Ordinance No. 2020-01 by title only (if approved above)

At the January 21, 2020 Council Meeting:

- 3) Read Ordinance No. 2020-01 by title only for the final time
- 4) City Clerk reads Ordinance No. 2020-01 by title only (if approved above)
- 5) Adopt Ordinance No. 2020-01

Executive Summary:

In accordance with Charter Article IV Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

When the reorganization was presented to City Council in August of 2018 consolidating Management Services and Information Technology, the intent was to have the new City Manager determine where Information Technology best meets the organization's needs. The City Manager's office has evaluated the organizational structure and has determined there is great benefit to having Information Technology be a separate division and part of the City's Leadership Team. The City Code, Chapter 1-18, Administrative Departments, was not updated to reflect the passage of Ordinance 2018-30 so repealing Section 1B of Ordinance 2018-30 will reestablish the Information Technology Division.

City Code, Chapter 1-18, Administrative Departments, should also be amended to reflect the abolishment of the Community Enrichment Division as approved by Council in the adoption of

Ordinance 2018-30, as well as the renaming of the Utilities Division to the Water Services Division.

Financial Impact:

There is a budgetary impact when reclassifying the current Information Technology Director from a Section Head to a Division Director. This will be presented and discussed with the budget team during the January 27, 2020 meeting.

Policy Impact:

This reorganization will impact the structure section of the *Employee Advisory Committee* policy 1-10-070 in the Employee Handbook of Regulations. If this ordinance is approved, the Employee Advisory Committee policy changes will be brought to City Council for consideration.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Team Flagstaff Strategic Plan: Foster a resilient and economically prosperous City

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2020-01
 Organization Chart

ORDINANCE NO. 2020-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, REPEALING PART OF ORDINANCE 2018-30 AND AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO REESTABLISH THE INFORMATION TECHNOLOGY DIVISION, REFLECT THE PRIOR ABOLISHMENT OF THE COMMUNITY ENRICHMENT DIVISION AND RENAME THE UTILITIES DIVISION TO THE WATER SERVICES DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this reorganization of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, the City Council approved Ordinance 2018-30 on September 18, 2018 to abolish the Community Enrichment Division and consolidate the Information Technology Division with the Management Services Division; and

WHEREAS, City Code, Chapter 1-18, Administrative Departments, was not amended to reflect Council's approval of Ordinance 2018-30; and

WHEREAS, the City's needs are best met having an Information Technology Division, and the Division can be reestablished by repealing Section 1B of Ordinance 2018-30; and

WHEREAS, City Code, Chapter 1-18, Administrative Departments, should be amended to reflect the Council's prior action abolishing the Community Enrichment Division; and

WHEREAS, the City's Utilities Division was previously renamed the Water Services Division, and that change is also reflected in the amendments to Chapter 1-18, Administrative Departments.

ENACTMENTS:

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

SECTION 1. Partial Repeal of Ordinance 2018-30

The City Council hereby repeals Section 1B of Ordinance 2018-30 and reestablishes the Information Technology Division.

SECTION 2. Amend City Code 1-18-001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and ~~ten-nine (9)~~ divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager. ~~The two (2) departments shall be:~~

~~A. UTILITIES, SERVICE, SERVICE AND SAFETY~~

~~B. COMMUNITY ENHANCEMENT~~

The ~~ten-nine (409)~~ divisions shall be:

A. FIRE, headed by the Fire Chief.

B. POLICE, headed by the Police Chief.

C. PUBLIC WORKS, headed by the Public Works Director.

D. MANAGEMENT SERVICES, headed by the Management Services Director.

E. ~~UTILITIES~~ WATER SERVICES, headed by the ~~Utilities~~ Water Services Director.

F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.

(Ord. 1930, 02/04/97)

G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

~~H. COMMUNITY ENRICHMENT, headed by the Community Enrichment Director.~~

~~H.~~ INFORMATION TECHNOLOGY, headed by the Information Technology Director.

~~H.~~ HUMAN RESOURCES, headed by the Human Resources Director.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of January 2020.

MAYOR

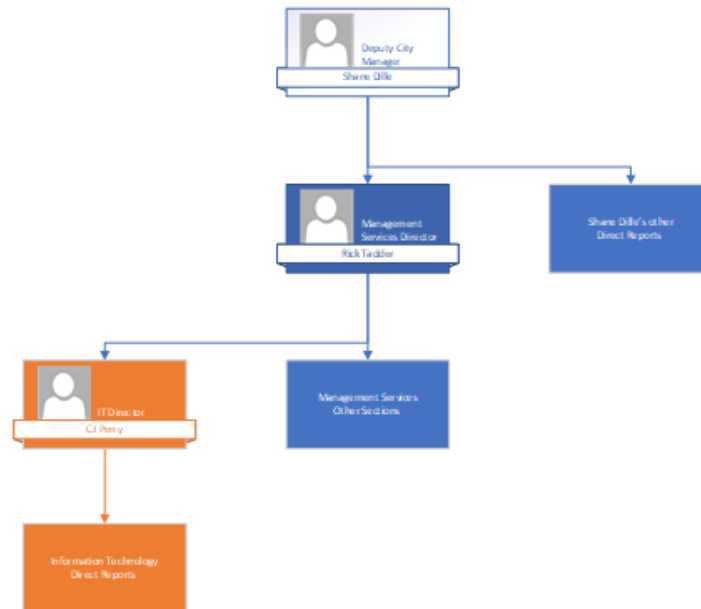
ATTEST:

CITY CLERK

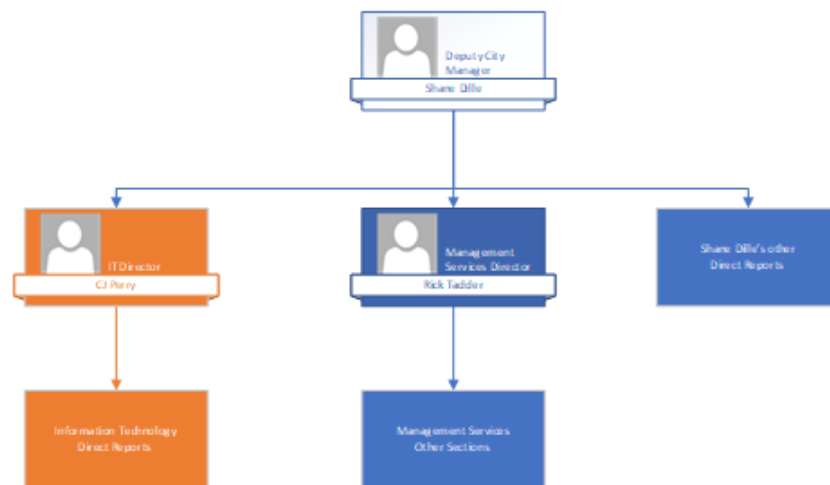
APPROVED AS TO FORM:

CITY ATTORNEY

Current Org Chart



Proposed Org Chart



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jeremy DeGeyter, Project Manager
Co-Submitter: Jeremy DeGeyter
Co-Submitter: Rick Barrett
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-01: A resolution of the Flagstaff City Council authorizing Amendment No. Two to an Intergovernmental Agreement with the Arizona Department of Transportation for Construction of the Fourth Street /I-40 Bridge Replacement Project.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-01 by title only
- 2) City Clerk reads Resolution No. 2020-01 by title only (if approved above)
- 3) Adopt Resolution No. 2020-01

Executive Summary:

ADOT has planned rehabilitation/maintenance of the existing Fourth Street bridges over I-40 and City staff recognized this as an opportunity to evaluate the possibility of replacing and widening these bridges to meet the City's Regional Plan Goals. Previous IGAs have been approved by Council to conduct a Project Assessment and obtain 100% design plans for the bridge replacement.

In November of 2018, an IGA was entered into with ADOT to administer construction/replacement of the existing bridges at Fourth Street and I-40. The IGA was based on a 50% cost share between ADOT and the City of Flagstaff of the estimated \$10,200,000 construction costs. IGA amendment No. One, approved in September 2019, updated estimated project costs to \$12,308,052, identified project enhancements that will be paid 100% by the City (an additional \$360,017), and clarified maintenance responsibilities.

Following project advertisement in November 2019, project bids were opened on December 13, 2019. All bids received were above the estimated project cost. The current IGA amendment (No. Two) updates project costs, based on bids received, to \$16,394,835 and updates project enhancements costs that will be paid 100% by the City to \$657,227. The total City financial commitment is \$8,854,644.

Financial Impact:

The City of Flagstaff is obligated for half of the cost of construction for this project, with the City's share at \$8,197,417 based on bids received. Additional items, added at the request of the City, including retaining walls, two tube railings, and aesthetic enhancements will be paid 100% by the City and total \$657,227. Together, the City's total obligation is \$8,854,644. A payment of \$6,514,043 was applied in October 2019 leaving a current funding shortfall of \$2,340,601.

Staff will be meeting internally prior to the Council meeting and will be prepared to explain budget/program impacts associated with appropriation of the additional \$2,340,601 and will include reprioritization of the transportation tax (including Safety funds) and BBB funds. **We do not have sufficient budget capacity within the FY2019-2020 budget designated for Fourth Street to cover this funding shortfall. Funds from other projects will need to be reallocated to fund this shortfall and may/will cause other projects to be delayed.**

Policy Impact:

Not Applicable

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:**COUNCIL GOALS:**

TRANSPORTATION & OTHER PUBLIC INFRASTRUCTURE - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

REGIONAL PLAN:

Goal T.1 - Improve mobility and access throughout the region.

Goal T.2 - Improve transportation safety and efficiency for all modes.

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

Goal T.5 - Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Goal T.6 - Provide for bicycling as a safe and efficient means of transportation and recreation.

Goal CD.1 Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including enhancement of existing infrastructure.

STRATEGIC PLAN PRIORITY #3:**FOSTER A RESILIENT AND ECONOMICALLY PROSPEROUS CITY**

- *Enhance the organization's fiscal stability and resourcefulness.*

Has There Been Previous Council Decision on This:

Council approved an IGA between the City of Flagstaff and ADOT for a project assessment addendum on the Fourth Street / I-40 Bridge Widening and Replacement Project in March of 2017. The City bore the entire cost of the project assessment addendum at \$60,000, which was administered by ADOT.

Council also approved an IGA between the City of Flagstaff and ADOT for a 100% design of the Fourth Street / I-40 Bridge Project at a cost of \$1,000,000 in April of 2018. The total cost for the design was shared with ADOT, and the City's share was 50% for a total City cost of \$500,000. AECOM was selected as the design consultant and has currently produced 100% plans for the bridge reconstruction project.

In November of 2018, an IGA entered into with ADOT to administer construction/replacement of the existing bridges at Fourth Street and I-40. The IGA was based on a 50% cost share between ADOT and the City of Flagstaff of the estimated \$10,200,000 construction costs. IGA Amendment No. One was approved by City Council on September 17, 2019. Amendment No. One updated estimated project costs to \$12,308,052, identified project enhancements that will be paid 100% by the City (an additional \$360,017), and clarified maintenance responsibilities.

Following project advertisement in November 2019, project bids were opened on December 13, 2019. All bids received were above the estimated project cost. The current IGA amendment (No. Two) updates project costs, based on bids received, to \$16,394,835, and updates project enhancements costs that will be paid 100% by the City to \$657,227. The total City financial commitment is \$8,854,644.

Options and Alternatives:

1. Approve amending the IGA with ADOT to construct the replacement and widening of the bridges in question. This option shares construction costs for the bridges with ADOT.
2. Deny approval of the proposed amendments to IGA with ADOT. ADOT will likely revert the project scope back to the originally proposed maintenance of the bridges and rehabilitate the bridge decks to satisfy life/safety concerns. The Fourth Street corridor will continue to experience vehicular congestion and pedestrian safety issues related to the bridge bottleneck. It is unknown when in the future ADOT may re-consider widening and replacement of the current bridges.

Background/History:

The Fourth Street bridges over I-40 are ADOT structures.

Fourth Street is one of only three north-south arterials and one of only three locations with a grade-separated crossing of the BNSF railroad.

Fourth Street is identified as a minor arterial and truck route in the regional plan. The typical cross-section for a minor arterial is four lanes with a shared center lane or raised median.

The FMPO prepared a Fourth Street Traffic Interchange feasibility study in 2007 that found an interchange was not preferred, but that widening and lengthening the bridge is needed.

The City's Fourth Street Corridor Study (South) from March 2010 recommends widening and lengthening the bridges.

ADOT drafted an initial design concept report for I-40 in 2011 that concluded the Fourth Street bridges need to be lengthened in order to widen I-40 to the recommended 6-lane section.

An IGA was entered into in 2017 to conduct a project assessment addendum for the widening of the existing bridges at Fourth Street and I-40. The project assessment was completed by ADOT and included analysis for (1) a bridge deck widening and (2) a total structure replacement. The final recommendation of the project assessment was for total structure replacement with an estimated construction cost of around \$10,200,000.

An IGA was entered into in April of 2018 with ADOT to administer a design contract for 100% design plans for the widening and replacement of the existing bridges at Fourth Street and I-40. AECOM was selected as the design consultant and has currently produced 95% plans for the bridge reconstruction project.

An IGA was entered into in November of 2018 with ADOT to administer construction/replacement of the existing bridges at Fourth Street and I-40. The IGA was based on a 50% cost share between ADOT and the City of Flagstaff of the estimated \$10,200,000 construction costs. IGA Amendment No. One was approved by City Council on Sept 17, 2019. Amendment No. One updated estimated project costs to \$12,308,052, identified project enhancements that will be paid 100% by the City (an additional \$360,017), and clarified maintenance responsibilities.

Following project advertisement in November 2019, project bids were opened on December 13, 2019. All bids received were above the estimated project cost. The current IGA amendment (No. Two) updates project costs, based on bids received, to \$16,394,835, and updates project enhancements costs that will be paid 100% by the City to \$657,227. The total City financial commitment is \$8,854,644.

Key Considerations:

- Additional Costs for bridge construction, overages, change orders, and quantity overruns associated with the bridge reconstruction will be shared equally between ADOT and the City of Flagstaff.
- The City will bear the full cost of City requested project enhancements, including retaining walls, two tube railings, and aesthetic additions.
- The City will be responsible for maintenance of the two-tube railing and additional bridge aesthetic treatments.
- ADOT will administer the construction of the project and act as the City's authorized agent if federal funds are available for the project.
- ADOT is not obligated to construct the project if federal funding becomes unavailable.
- The current proposed schedule for the project is to begin construction in Spring of 2020.

Community Benefits and Considerations:

The benefits of this IGA and the construction of the new bridges include bringing this segment of Fourth Street up to current City Engineering Standards for a minor arterial and truck route, congestion relief, safe pedestrian and bicycle passage across I-40, and financial partnering with ADOT/FHWA.

Original IGA

Amendment 1

Proposed Amendment 2

Presentation

Vicinity Map

RESOLUTION NO. 2020-01

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT NO. TWO TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, AND THE CITY OF FLAGSTAFF FOR THE CONSTRUCTION OF THE FOURTH STREET AND INTERSTATE 40 BRIDGE REPLACEMENT PROJECT.

RECITALS:

WHEREAS, on December 3, 2018, the Arizona Department of Transportation and City of Flagstaff entered into an intergovernmental agreement, IGA 18-0007206-I, A.G. Contract No. P001 2018 003355 (the "IGA"), for the construction of the Fourth Street and Interstate 40 Bridge Replacement Project (the "Bridge Project"); and

WHEREAS, on September 26, 2019, the Arizona Department of Transportation and City of Flagstaff entered into Amendment No. One, 19-0007441-I to the IGA to update the scope and cost of the Bridge Project; and

WHEREAS, the Arizona Department of Transportation and City of Flagstaff received formal bids for the Bridge Project and now desire to amend the IGA to set forth the updated cost allocation; and

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 and the City is empowered by Arizona Revised Statutes §§ 48-572 to enter into this amendment; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Amendment No. Two attached thereto, and finds that it is in the best interests of the City to amend the IGA.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute Amendment No. Two to the IGA between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, Arizona, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of January, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A - Amendment No. Two

ADOT CAR No.: 18-0007206
AG Contract No.: P001 2018 003355
Project Location/Name: Butler Ave TI &
Fourth St Overpass
Type of Work: Bridge Rehabilitation
Federal-aid No.: 040-D(234)T
ADOT Project No.: H881501C
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: 19816

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT is entered into this date December 3, 2018, 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 of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The Parties desire to combine resources in order to construct a new bridge structure over Interstate 40 (I-40), replacing the existing westbound and eastbound Fourth Street overpass structures, numbers #1183 and #1182. The project will include a new bridge structure over I-40, pedestrian improvements on the bridge and Fourth Street, Fourth Street roadway improvements to accommodate the approaches to the new bridge structure and utility relocations needed for the bridge reconstruction, (the "Bridge Project"). The City will be responsible for maintenance as more specifically set forth in Section (II.)(3.)(f.) of this Agreement.
4. The Bridge Project will be constructed per the contract documents, developed under IGA 17-0006701-I.

IGA 18-0007206-I

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Bridge Project construction cost is estimated at \$10,200,000.00. The Parties will each contribute \$5,100,000.00 toward the construction of the Bridge Project.
 - b. To equally share Bridge Project costs that exceed the initial \$10,200,000.00 construction cost estimate.
 - c. To equally share the Bridge Project construction costs that exceed the Bridge Project contract amount that may be caused by change orders, force accounts, and/or quantity overruns. To work together on pricing of associated change order costs. ADOT will make the final decision to prevent additional costs or delay to the Bridge Project.
 - d. That if the Agreement is completely or partially terminated, or the final Bridge Project cost is less than the initial \$10,200,000.00 construction cost estimate, the unused contributions will be returned to both Parties in the same percentages as originally contributed.
 - e. To perform their responsibilities consistent with this Agreement.
 - f. The Bridge Project will be performed, completed, accepted and paid for in accordance with the requirements of the Bridge Project plans and specifications.
2. The State will:
 - a. Execute this Agreement, and if the Bridge Project is approved by Federal Highway Administration (FHWA) and funds for the Bridge Project are available, be the City's authorized agent for the Bridge Project.
 - b. Administer the procurement and construction of the project plans, specifications and contract for the Bridge Project.
 - c. Invoice the City for the costs associated with the construction of the Bridge Project, estimated at \$5,100,000.00. After the Bridge Project construction costs are finalized, the State will either reimburse the City in the same percentages as originally contributed to the Bridge Project or invoice the City, in a 50/50 split, for the difference between estimated and actual costs to complete the construction of the Bridge Project, if necessary.
 - d. Notify the City and work with the City on pricing of change order, force accounts, and/or quantity overrun costs. ADOT will make the final decision to prevent additional costs or delay to the Bridge Project.

IGA 18-0007206-I

- e. Not be obligated to construct the Bridge Project, should the State or any other funding not be available.
 - f. Manage and coordinate all construction efforts for utility relocations for the Bridge Project within City of Flagstaff or ADOT right-of-way.
 - g. Confirm per established procedures of the State's Northcentral District Permit Office, that the City has a valid annual blanket encroachment permit on file for only routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Agree that any new construction or installation shall require a separate encroachment permit through the State's Northcentral District Permits Office. Review insurance coverage documentation after receipt from the City and shall issue those encroachment permits in accordance with established regulations and procedures based on scope of work.
 - h. Notify the City of final inspection and acceptance of all the Bridge Project improvements, and be responsible for the maintenance of the structural integrity of the bridge.
3. The City will:
- a. Within 30 days of receipt of an invoice from the State, pay to the State \$5,100,000.00 for the costs associated with the construction of the Bridge Project. Be responsible for and pay, in a 50/50 split with the State, total Bridge Project costs that exceed the original estimate, within 30 days of receipt of an invoice.
 - b. Work with the State in reviewing the pricing of change order, force accounts, and/or quantity overrun costs and provide comments to the State as appropriate.
 - c. Not permit or allow any encroachments upon or private use of the public 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.
 - d. Grant to the State (and its agents and/or contractors), by way of right-of-way permit, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Bridge Project, on, to and over said City rights-of-way. This right-of-way permit will expire with completion of the Bridge Project.
 - e. Maintain and follow requirements of a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Northcentral District Permits Office. Notify the State's Northcentral District Permit Office of any emergency maintenance work affecting the State right-of-way.

IGA 18-0007206-I

- f. After final inspection and acceptance of the Bridge Project is complete, assume maintenance responsibility of signing, striping and maintenance of all pedestrian, bike, and architectural features on Fourth Street at its sole expense. Maintenance activities include but are not limited to such activities as snow removal, sweeping, graffiti removal, litter and trash removal, weed control in non-landscaped areas, sidewalk and Flagstaff Urban Trail System ("FUTS") concrete panel repair and replacement, and pedestrian rail and guard repair.

III. MISCELLANEOUS PROVISIONS

1. Pursuant to this Agreement, the City designates ADOT as the City's authorized agent for the Bridge Project.
2. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Bridge Project and all related deposits and/or reimbursements are made.
4. This Agreement may be cancelled at any time prior to the award of the Bridge Project construction contract and after 30 days written notice to the other Party. After the award of the contract this Agreement may not be cancelled unless the construction contract is cancelled by either ADOT or the contractor. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs related to the Bridge Project, 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 the Bridge Project.
5. 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.
6. 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

IGA 18-0007206-I

the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

7. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for future expenses under this Agreement.
8. The cost of the Bridge Project under this Agreement includes indirect costs approved by FHWA, as applicable.
9. 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.
10. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$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 in accordance with §200.331 Subpart F. 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

12. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
14. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
15. 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 in this Agreement by reference regarding "Non-Discrimination".
16. 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

IGA 18-0007206-I

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.

17. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
18. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01.
20. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. 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 Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
SKnaggs@flagstaffaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7545

City of Flagstaff
Attn: Rick Barrett
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2675
RBarrett@flagstaffaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7545


City of Flagstaff
Attn: Stacey Brechler-Knaggs
211 W. Aspen Avenue
Flagstaff, AZ 86001
928.213.2227
SKnaggs@flagstaffaz.gov

22. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement 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.

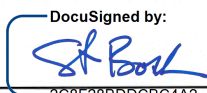
IGA 18-0007206-I

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

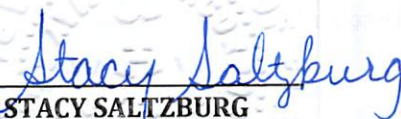
CITY OF FLAGSTAFF

By 
CORAL EVANS
Mayor

STATE OF ARIZONA
Department of Transportation

DocuSigned by:
By 
STEVE BOSCHEN, PE
Division Director

ATTEST:

By 
STACY SALTZBURG
City Clerk

IGA 18-0007206-I

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 26th day of November, 2018.



Senior Assistant City Attorney

RESOLUTION NO. 2018-54

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FLAGSTAFF FOR THE CONSTRUCTION OF THE FOURTH STREET AND INTERSTATE 40 BRIDGE REPLACEMENT PROJECT.

RECITALS:

WHEREAS, the City of Flagstaff and the Arizona Department of Transportation desire to combine resources in order to construct a new bridge structure over Interstate 40 ("I-40"), replacing the existing westbound and eastbound Fourth Street Overpass structures, numbers #1183 and #1182. The project will include a new bridge structure over I-40, pedestrian improvements on the bridge and Fourth Street, Fourth Street roadway improvements to accommodate the approaches to the new bridge structure and utility relocations needed for the bridge reconstruction (the "Bridge Project"); and

WHEREAS, the Bridge Project will be constructed per the contract documents, developed under IGA 17-0006701-I; and

WHEREAS, the purpose of this IGA is to set forth the parties' respective duties and obligations with respect to the construction of the Bridge Project; and

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 and the City is empowered by Arizona Revised Statutes §§ 48-572 to enter into this IGA; and


WHEREAS, the City Council has read and considered the staff summary report and proposed IGA attached thereto, and finds that it is in the best interests of the City to enter into the IGA.

ENACTMENTS:

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

SECTION 1. That Intergovernmental Agreement IGA 18-0007206, A.G. Contract No. P001 2018 003355 between the Arizona Department of Transportation and the City of Flagstaff be hereby accepted and approved, and that the Mayor be authorized and directed to execute the IGA on behalf of the City of Flagstaff.

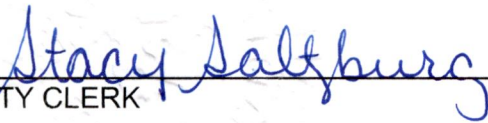
PASSED AND ADOPTED by the City Council of the City of Flagstaff this 20th day of November, 2018.


MAYOR

RESOLUTION NO. 2018-54

PAGE 2

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012018003355 (**ADOT IGA/JPA 18-0007206**), an Agreement between public agencies, the State of Arizona and the City of Flagstaff, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: December 3, 2018

MARK BRNOVICH
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/7508964

IGA-2019-123-AG1-AM1

ADOT File No.: IGA 18-0007206-I
Amendment No. One: 19-0007441-I
AG Contract No.: P001 2018 003355
Project Location/Name: I-40 Butler Ave
TI & Fourth St Underpass
Type of Work: Replace Bridges
Federal-aid No.: 040-D(234)T
ADOT Project No.: H8815 01C
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 19816

AMENDMENT NO. ONE TO INTERGOVERNMENTAL AGREEMENT

**BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF**

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), is entered into this date September 26, 2019, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 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 the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 18-0007206-I, A.G. Contract No. P001 2018 003355, was executed on December 3, 2018, (the "Original Agreement");

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the Project description, Project costs, and maintenance responsibilities. The Parties desire to amend the Original Agreement, as follows:

IGA: 18-0007206-I
Amendment No. One: 19-0007441-I

I. RECITALS

Section I, Paragraph 3 is revised, as follows:

3. The Parties desire to combine resources in order to construct new bridge structures over Interstate 40 (I-40), replacing the existing westbound and eastbound Fourth Street underpass structures, numbers #1183 and #1182. The project will include new bridge structures over I-40, pedestrian improvements on the bridges and Fourth Street, Fourth Street roadway improvements to accommodate the approaches to the new bridge structures and utility relocations needed for the bridge reconstruction, (the "Bridge Project"). At the request of the City, the State will design and construct project enhancements in conjunction with the Bridge Project, including a retaining wall south of the bridges on the west side of Fourth Street and associated railings, substituting two tube railings for the barriers separating the FUTS from the traffic on the west side of the bridges and separating bikes and pedestrians from traffic on the east side of the bridge, an upgraded pedestrian fence structure on both sides of the bridges sufficient to allow the City to later construct aesthetic enhancements on the pedestrian fence under an encroachment permit, and three (3) three inch (3") conduits through the bridges for use by the City under encroachment permit, (the "Project Enhancements"). The City will be solely responsible for any and all costs associated with the Project Enhancements, as itemized in Exhibit A, attached and made a part of this Agreement. The City has paid to the State \$94,000.00, for costs associated with the design of the Project Enhancements. The construction cost for the Project Enhancements are estimated at \$360,017.00. The City will be responsible for maintenance as more specifically set forth in Section (II.) (3.) (f.) of this Agreement.

II. SCOPE OF WORK

Section II, Paragraphs 1.a., 1.b., and 1.d., are revised, and Paragraphs 1.g. and 1.h. are added, as follows:

1. The Parties agree:
 - a. The Bridge Project construction cost is estimated at \$12,308,052.00, as shown on Exhibit A. The Parties will each contribute \$6,154,026.00 toward the construction of the Bridge Project.
 - b. To equally share Bridge Project costs that exceed the current \$12,308,052.00 construction cost estimate.
 - d. That if the Agreement is completely or partially terminated, or the final Bridge Project cost is less than the initial \$12,308,052.00 construction cost estimate, the unused contributions will be returned to both Parties in the same percentages as originally contributed.
 - g. The City will be solely responsible for all Project Enhancements costs. The construction cost for said Project Enhancements is estimated at \$360,017.00, as itemized in Exhibit A.

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Amendment No. One: 19-0007441-I

- h. Future I-40 improvements could result in the removal or alteration of the Project Enhancements, in which case no compensation will be owed to the City.

Section II, Paragraphs 2.a., 2.b., 2.c., 2.g., and 2.h. are revised, and Paragraphs 2.i. through 2.k. are added, as follows:

2. The State will:

- a. Execute this Agreement, and if the Bridge Project is approved by Federal Highway Administration (FHWA) and funds for the Bridge Project are available, be the City's authorized agent for the Bridge Project and Project Enhancements.
- b. Administer the procurement and construction of the project plans, specifications and contract for the Bridge Project and Project Enhancements.
- c. Invoice the City for the costs associated with the construction of the Bridge Project, estimated at \$6,154,026.00, and the costs associated with the construction of the Project Enhancements estimated at \$360,017.00. After the Bridge Project construction costs are finalized, the State will either reimburse the City in the same percentages as originally contributed to the Bridge Project or invoice the City, in a 50/50 split, for the difference between estimated and actual costs to complete the construction of the Bridge Project, if necessary. After the Project Enhancements costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs of the Project Enhancements.
- g. Confirm per established procedures of the State's Northcentral District Permit Office, that the City has a valid annual encroachment permit on file for only routine/minor maintenance and emergency maintenance work for the Project Enhancements provided by the City within the State's rights-of-way. Agree that any new construction or installation, including any new or replacement fiber installation, shall require a separate encroachment permit through the State's Northcentral District Permits Office, and shall issue those encroachment permits in accordance with established regulations and procedures based on scope of work.
- h. Notify the City of final inspection and acceptance of all the Bridge Project improvements and Project Enhancements, and be responsible for the maintenance of the structural integrity of the bridge.
- i. Provide conduit and pull boxes at the Bridge Project location for the sole use of the City.
- j. After receipt and review of the City's permit application(s) for fiber installation, issue a permit to the City for approved fiber installation, at ADOT's reasonable discretion.
- k. Not be obligated to reconstruct Project Enhancements if future freeway projects require the removal or alteration of the Project Enhancements.

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Amendment No. One: 19-0007441-I

Section II, Paragraphs 3.a., 3.d., 3.e., and 3.f. are revised and Paragraphs 3.g. through 3.m. are added, as follows:

3. The City will:

- a. Within 30 days of receipt of an invoice from the State, pay to the State \$6,154,026.00 for the costs associated with the construction of the Bridge Project and \$360,017.00 for the costs associated with the construction of the Project Enhancements. Be responsible for and pay, in a 50/50 split with the State, total Bridge Project costs that exceed the original estimate, and all Project Enhancements costs that exceed the original estimate, within 30 days of receipt of an invoice.
- d. Grant to the State (and its agents and/or contractors), by way of right-of-way permit, without cost, the temporary right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Bridge Project and Project Enhancements, on, to and over said City rights-of-way. This right-of-way permit will expire with completion of the Bridge Project and Project Enhancements.
- e. Maintain and follow requirements of a valid annual encroachment permit for the routine/minor maintenance and emergency maintenance work for the Project Enhancements provided by the City within the State's rights-of-way. Any new construction or installation, including any fiber installation, shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Northcentral District Permits Office. Notify the State's Northcentral District Permits Office of any emergency maintenance work affecting the State right-of-way.
- f. After final inspection and acceptance of the Bridge Project, including Project Enhancements, is complete, assume maintenance responsibility of signing, striping and maintenance of all pedestrian, bike, and architectural features on Fourth Street (including on the bridges) as set forth below in this paragraph at its sole expense. The City is also solely responsible for the maintenance of all Project Enhancements, set forth in Exhibit A, but not for maintenance of the underlying bridge structure. Maintenance activities include but are not limited to such activities as snow removal, sweeping, graffiti removal, litter and trash removal, weed control, sidewalk and Flagstaff Urban Trail System ("FUTS") concrete panel repair and replacement, pedestrian rail and guardrail repair, the installed conduit, pull boxes and fiber optic cable, and aesthetic features: colors, accent colors, and painting of the Project Enhancements on the bridge structures. Maintenance responsibilities will also include the two tube railing and associated appurtenances, but does not include the concrete exterior parapets on the bridges. Repair of any damage caused by vehicle collisions or damage in other ways to the two tube railings on the bridge or to the Project Enhancements is the responsibility of the City, however the City is not responsible for repair of damage to the underlying bridge structure or ADOT standard pedestrian fencing. All improvements on Fourth Street outside of ADOT right-of-way are the sole responsibility of the City.
- g. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per Arizona Revised Statutes § 28-641, when performing any work under this Agreement.

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Traffic Control plans will be reviewed and/or approved by and through the State's Northcentral District Permits Office.

- h. Pay the State for both design and construction costs of the Project Enhancements as specified in Recitals 3 above.
- i. Be responsible for any and all construction and maintenance costs of all components associated with fiber installation. Restore any disturbed area to pre-fiber installation conditions at the City's sole expense, at the request of the State.
- j. Have access to the pull boxes and conduit referenced in Section (II.2.i.) of this Agreement.
- k. Not be allowed to lease any part of aforementioned conduits to any other agency, private company, or jurisdiction, for profit during the life of this Agreement.
- l. Be responsible to rebuild any Project Enhancements, if desired by the City, if and when future freeway projects require the removal of the existing Project Enhancements.
- m. Submit an encroachment permit application for fiber installation to the Northcentral District Permits office.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraphs 1., 3., 4., 7., and 19. are revised, as follows:

- 1. Pursuant to this Agreement, the City designates ADOT as the City's authorized agent for the Bridge Project and Project Enhancements.
- 3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Bridge Project and Project Enhancements and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
- 4. This Agreement may be cancelled at any time prior to the award of the Bridge Project construction contract and after 30 days written notice to the other Party. After the award of the contract this Agreement may not be cancelled unless the construction contract is cancelled by either ADOT or the contractor. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs related to the Bridge Project and Project Enhancements, 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 the Bridge Project or Project Enhancements.
- 7. Should the federal funding related to the Bridge Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for future expenses under this Agreement.

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Amendment No. One: 19-0007441-I

19. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.¹

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.


IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. One 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 Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF FLAGSTAFF


By 
CORAL EVANS
Mayor

ATTEST:

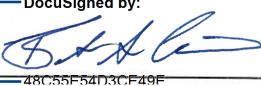
By 
STACY SALTZBURG
City Clerk

STATE OF ARIZONA

Department of Transportation
Infrastructure Delivery and Operations Division

DocuSigned by:
By 
STEVE BOSCHEN, PE
Division Director

Transportation Systems Management and
Operations Division

DocuSigned by:
By 
BRENT A. CAIN, PE
Division Director

¹ In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

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Amendment No. One: 19-0007441-I

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Amendment No. One to the Original 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 Amendment No. One 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 Amendment No. One.



City Attorney



Date

EXHIBIT A

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
CONTRACTS AND SPECIFICATIONS SECTION

SHEET 1 OF 11
DATE: 9/9/2019

COMBINED ESTIMATE
Stage IV

| | | | | | | | |
|----------------------|--------------------|-------------|---------------|-----------------|---------------------|-------------------|--------------------|
| TRACS No. | Project No. | Item | County | District | Gross Length | Net Length | Prepared By |
| 040 CN 198 H8815 01D | 040-D(234)T | | COCONINO | NORTHCENTRAL | 1.79 MILES | 1.79 MILES | AECOM |

| | |
|-------------------------------------|---------------------------------|
| Highway Termini | Location |
| Ash Fork - Flagstaff Highway (I-40) | 4TH ST BRIDGES Str. #1182, 1183 |

040 CN 198 H8815 01D
040-D(234)T

COMBINED ESTIMATE
Stage IV SUBMITTAL

SHEET 2 OF 11
DATE: 9/9/2019

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|--------|----------|--------------|--------------|
| 2020021 | REMOVAL OF CONCRETE CURB AND GUTTER | L.FT. | 24 | \$15.00 | \$360.00 |
| 2020025 | REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS | SQ.FT. | 120 | \$6.00 | \$720.00 |
| 2020027 | REMOVAL OF CONCRETE BARRIER | L.FT. | 160 | \$30.00 | \$4,800.00 |
| 2020029 | REMOVAL OF ASPHALTIC CONCRETE PAVEMENT | SQ.YD. | 9618 | \$8.00 | \$76,944.00 |
| 2020041 | REMOVAL OF PIPE | L.FT. | 99 | \$50.00 | \$4,950.00 |
| 2020057 | REMOVE AND SALVAGE (END ANCHOR) | EACH | 2 | \$300.00 | \$600.00 |
| 2020060 | REMOVE AND SALVAGE (GUARDRAIL END TERMINAL) | EACH | 5 | \$300.00 | \$1,500.00 |
| 2020065 | REMOVAL OF TREES | EACH | 296 | \$250.00 | \$74,000.00 |
| 2020072 | REMOVE AND SALVAGE GUARD RAIL | L.FT. | 3227 | \$5.00 | \$16,135.00 |
| 2020084 | REMOVE BITUMINOUS PAVEMENT (MILLING) (2 1/2") | SQ.YD. | 16573 | \$2.50 | \$41,432.50 |
| 2020120 | REMOVE (WIRE FENCE) | L.FT. | 529 | \$5.00 | \$2,645.00 |
| 2020153 | REMOVE (SIGNS, STRUCTURES, FOUNDATIONS, AND POSTS) | L.SUM | 1 | \$1,500.00 | \$1,500.00 |
| 2020151 | REMOVE DETOUR | L.SUM | 1 | \$120,000.00 | \$120,000.00 |
| 2020360 | REMOVE ASBESTOS MATERIAL | L.SUM | 1 | \$10,000.00 | \$10,000.00 |
| 2020366 | REMOVE LEAD-BASED PAINT MATERIALS | L.SUM | 1 | \$15,000.00 | \$15,000.00 |
| 2020370 | DISPOSE OF LEAD-BASED PAINT MATERIALS (FORCE ACCOUNT) | L.SUM | 1 | \$10,000.00 | \$10,000.00 |
| 2030302 | ROADWAY EXCAVATION (WITH ROCK) | CU.YD. | 14797 | \$35.00 | \$517,895.00 |
| 2030901 | BORROW | CU.YD. | 35543 | \$15.00 | \$533,145.00 |
| 3030022 | AGGREGATE BASE, CLASS 2 | CU.YD. | 10666 | \$45.00 | \$479,970.00 |
| 3030024 | AGGREGATE SUBBASE, CLASS 4 (SELECT FILL) | CU.YD. | 879 | \$45.00 | \$39,555.00 |
| 4040111 | BITUMINOUS TACK COAT | TON | 1 | \$500.00 | \$500.00 |
| 4040116 | APPLY BITUMINOUS TACK COAT | HOUR | 2 | \$150.00 | \$300.00 |
| 4040125 | FOG COAT | TON | 14 | \$700.00 | \$9,800.00 |
| 4040163 | BLOTTER MATERIAL | TON | 40 | \$100.00 | \$4,000.00 |

040 CN 198 H8815 01D
040-D(234)T

COMBINED ESTIMATE
Stage IV SUBMITTAL

SHEET 3 OF 11
DATE: 9/9/2019

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|-----------|----------|-------------|--------------|
| 4040230 | ASPHALT BINDER (PG 64-28) | TON | 39 | \$500.00 | \$19,500.00 |
| 4090005 | ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) (| TON | 8629 | \$110.00 | \$949,190.00 |
| 4160002 | ASPHALTIC CONCRETE (3/4" MIX) (END PRODUCT) | TON | 773 | \$60.00 | \$46,380.00 |
| 4160031 | MINERAL ADMIXTURE | TON | 7 | \$90.00 | \$630.00 |
| 5012930 | PIPE CULVERT, 30" | L.FT. | 474 | \$140.00 | \$66,360.00 |
| 5014130 | FLARED END SECTION (30") (C-13.20) | EACH | 2 | \$1,500.00 | \$3,000.00 |
| 5030183 | DROP INLET (SPECIAL DETAIL DD1, W/ GRATE) | EACH | 1 | \$10,000.00 | \$10,000.00 |
| 5012524 | STORM DRAIN PIPE, 24" | L.FT. | 121 | \$150.00 | \$18,150.00 |
| 5030337 | CATCH BASIN, TYPE B, B=5'-6" (MAG DET. 531) | EACH | 2 | \$5,000.00 | \$10,000.00 |
| 6070038 | PERFORATED SIGN POST SLIP BASE | EACH | 4 | \$200.00 | \$800.00 |
| 6070057 | PERFORATED SIGN POST 2 1/2T | L.FT. | 62 | \$20.00 | \$1,240.00 |
| 6070060 | FOUNDATION FOR SIGN POST (CONCRETE) | EACH | 4 | \$250.00 | \$1,000.00 |
| 6080005 | WARNING, MARKER, OR REGULATORY SIGN PANEL | SQ.FT. | 40 | \$25.00 | \$1,000.00 |
| 6080081 | FLAT SHEET ALUMINUM W/ DIRECT APPLY OR SILK-SCREEN CHARACTERS (0.090") | SQ.FT. | 20 | \$25.00 | \$500.00 |
| 6110200 | METAL HANDRAIL (| L.FT. | 128 | \$90.00 | \$11,520.00 |
| 7015010 | TEMPORARY CONCRETE BARRIER (INSTALLATION AND REMOVAL) | L.FT. | 22009 | \$15.00 | \$330,135.00 |
| 7015020 | TEMPORARY IMPACT ATTENUATORS (INSTALLATION AND REMOVAL) | EACH | 13 | \$1,200.00 | \$15,600.00 |
| 7015032 | TEMPORARY PREFORMED MARKING (TYPE II, TAPE LINE) | L.FT. | 65963 | \$2.00 | \$131,926.00 |
| 7015052 | OBLITERATE PAVEMENT MARKING (STRIPE) | L.FT. | 26123 | \$0.50 | \$13,061.50 |
| 7016020 | TEMPORARY CONCRETE BARRIER (IN USE) | L.FT./DAY | 2694600 | \$0.07 | \$188,622.00 |
| 7016021 | TEMPORARY IMPACT ATTENUATORS (IN -USE) | EACH-DAY | 1,374 | \$25.00 | \$34,350.00 |
| 7016030 | BARRICADE (TYPE II, VERT.PANEL, TUBULAR MARKER) | EACH-DAY | 38,426 | \$0.30 | \$11,527.80 |
| 7016031 | BARRICADE (TYPE III, HIGH LEVEL FLAG TREES) | EACH-DAY | 2,578 | \$0.50 | \$1,289.00 |

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040-D(234)T

COMBINED ESTIMATE
Stage IV SUBMITTAL

SHEET 4 OF 11
DATE: 9/9/2019

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|----------|----------|------------|-------------|
| 7016032 | PORTABLE SIGN STANDS (RIGID) | EACH-DAY | 290 | \$0.35 | \$101.50 |
| 7016033 | PORTABLE SIGN STANDS (SPRING TYPE) | EACH-DAY | 1,584 | \$1.00 | \$1,584.00 |
| 7016035 | WARNING LIGHTS (TYPE A) | EACH-DAY | 7,960 | \$0.20 | \$1,592.00 |
| 7016037 | WARNING LIGHTS (TYPE C) | EACH-DAY | 41,324 | \$0.20 | \$8,264.80 |
| 7016039 | EMBEDDED SIGN POST | EACH-DAY | 14,804 | \$0.25 | \$3,701.00 |
| 7016051 | TEMPORARY SIGN (LESS THAN 10 S.F.) | EACH-DAY | 5,652 | \$0.50 | \$2,826.00 |
| 7016052 | TEMPORARY SIGN (10 S.F. OR MORE) | EACH-DAY | 8,826 | \$0.70 | \$6,178.20 |
| 7016061 | FLASHING ARROW PANEL | EACH-DAY | 680 | \$20.00 | \$13,600.00 |
| 7016067 | CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED) | EACH-DAY | 1,652 | \$30.00 | \$49,560.00 |
| 7016078 | FLAGGING SERVICES (LOCAL ENFORCEMENT OFFICER) | HOURL | 155 | \$75.00 | \$11,625.00 |
| 7016080 | FLAGGING SERVICES (DPS) | HOURL | 155 | \$65.25 | \$10,113.75 |
| 7050070 | PRIMER-SEALER FOR PCCP (STRIPING) | L.FT. | 5,698 | \$0.50 | \$2,849.00 |
| 7060100 | PAVEMENT MARKER, RECESSED, TYPE C | EACH | 260 | \$4.00 | \$1,040.00 |
| 7060102 | PAVEMENT MARKER, RECESSED, TYPE E | EACH | 520 | \$4.00 | \$2,080.00 |
| 7080001 | PERMANENT PAVEMENT MARKING (PAINTED) (WHITE) | L.FT. | 15042 | \$0.15 | \$2,256.30 |
| 7080011 | PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW) | L.FT. | 13096 | \$0.15 | \$1,964.40 |
| 7080121 | PERMANENT PAVEMENT MARKING (PAINTED SYMBOL) (ARROW) | EACH | 1 | \$175.00 | \$175.00 |
| 7090001 | DUAL COMPONENT PAVEMENT MARKING (WHITE EPOXY) (0.090") | L.FT. | 22,583 | \$0.50 | \$11,291.50 |
| 7090002 | DUAL COMPONENT PAVEMENT MARKING (YELLOW EPOXY) (0.090") | L.FT. | 18,296 | \$0.50 | \$9,148.00 |
| 7090012 | DUAL COMPONENT PAVEMENT SYMBOL (0.090") | EACH | 1 | \$250.00 | \$250.00 |
| 7090014 | REMOVAL OF CURING COMPOUND FOR STRIPING (0.090") | L.FT. | 5,698 | \$0.40 | \$2,279.20 |
| 8030115 | ROCK MULCH (| CU.YD. | 60 | \$120.00 | \$7,200.00 |
| 8050003 | SEEDING (CLASS II) | ACRE | 13 | \$4,000.00 | \$52,000.00 |

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040-D(234)T

COMBINED ESTIMATE
Stage IV SUBMITTAL

SHEET 5 OF 11
DATE: 9/9/2019

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|--------|----------|--------------|--------------|
| 8101007 | EROSION CONTROL (RIPRAP) (GRADATION B) | CU.YD. | 139 | \$100.00 | \$13,900.00 |
| 8101012 | EROSION CONTROL (SILT FENCE) | L.FT. | 1,283 | \$12.00 | \$15,396.00 |
| 8101014 | EROSION CONTROL (CURB INLET PROTECTION) | L.FT. | 20 | \$30.00 | \$600.00 |
| 8101018 | EROSION CONTROL (CONSTRUCTION ENTRANCE) | SQ.YD. | 1,000 | \$20.00 | \$20,000.00 |
| 8101029 | EROSION CONTROL (ROCK MULCH) (GRADATION C) | CU.YD. | 109 | \$120.00 | \$13,080.00 |
| 8101035 | EROSION CONTROL (SEDIMENT LOGS) (20") | L.FT. | 160 | \$8.00 | \$1,280.00 |
| 9010001 | MOBILIZATION | L.SUM | 1 | \$970,000.00 | \$970,000.00 |
| 9020004 | CHAIN LINK FENCE, TYPE 1 (72") | L.FT. | 242 | \$20.00 | \$4,840.00 |
| 9030008 | FENCE (COF STD DETAIL 14-01-010) | L.FT. | 338 | \$30.00 | \$10,140.00 |
| 9050001 | GUARD RAIL, W-BEAM, SINGLE FACE | L.FT. | 2938 | \$25.00 | \$73,450.00 |
| 9050010 | GUARD RAIL (SPECIAL DETAIL) (DETAIL B) | L.FT. | 100 | \$50.00 | \$5,000.00 |
| 9050026 | GUARD RAIL TERMINAL (TANGENT TYPE) | EACH | 2 | \$3,500.00 | \$7,000.00 |
| 9050036 | GUARD RAIL, ANCHOR ASSEMBLY | EACH | 2 | \$1,200.00 | \$2,400.00 |
| 9080094 | CURB AND GUTTER / SIDEWALK TRANSITION (DETAIL A) | EACH | 2 | \$2,000.00 | \$4,000.00 |
| 9080101 | CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220-1) (TYPE A) | L.FT. | 457 | \$45.00 | \$20,565.00 |
| 9080241 | CONCRETE SIDEWALK (MAG DET. 230) | SQ.FT. | 1372 | \$8.00 | \$10,976.00 |
| 9080242 | CONCRETE SIDEWALK (COF STD DETAIL 14-01-010) | SQ.FT. | 2999 | \$8.00 | \$23,992.00 |
| 9100113 | CONCRETE BARRIER TRANSITION (STD DTL C-10.75) | EACH | 1 | \$1,500.00 | \$1,500.00 |
| 9100114 | CONCRETE BARRIER TRANSITION (STD DTL C-10.78) | EACH | 1 | \$1,500.00 | \$1,500.00 |
| 9130001 | RIPRAP (DUMPED) (D50=6-INCH) | CU.YD. | 8 | \$205.00 | \$1,640.00 |
| 9240170 | CONTRACTOR QUALITY CONTROL | L.SUM | 1 | \$100,000.00 | \$100,000.00 |
| 9240181 | MISCELLANEOUS WORK (CONTROL OF NOXIOUS WEEDS)(MANUAL METHODS) | SQ.YD. | 1,486 | \$0.50 | \$743.00 |
| 9240182 | MISCELLANEOUS WORK (CONTROL OF NOXIOUS WEEDS)(HERBICIDE) | SQ.YD. | 2,972 | \$0.25 | \$743.00 |

040 CN 198 H8815 01D
040-D(234)T**COMBINED ESTIMATE**
Stage IV SUBMITTAL**SHEET 6 OF 11**
DATE: 9/9/2019

| ITEM NO. | | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|--|-----------------------------------|-------|----------|--------------|----------------|
| 9250001 | | CONSTRUCTION SURVEYING AND LAYOUT | L.SUM | 1 | \$100,000.00 | \$100,000.00 |
| 9280036 | | GROUND-IN RUMBLE STRIP (8 INCH) | L.FT. | 10,712 | \$0.50 | \$5,356.00 |
| 9280037 | | GROUND-IN RUMBLE STRIP (12 INCH) | L.FT. | 11,611 | \$0.75 | \$8,708.25 |
| | | ROADWAY TOTAL | | | | \$5,450,021.70 |

040 CN 198 H8815 01D
040-D(234)T

COMBINED ESTIMATE
Stage IV SUBMITTAL

SHEET 7 OF 11
DATE: 9/9/2019

| ITEM NO. | | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|--|--------|----------|----------------|----------------|
| | | 4TH ST UP EB, STR. NO. 1182 | | | | |
| 2020002 | A | REMOVE BRIDGE | L.SUM | 1 | \$150,000.00 | \$150,000.00 |
| 2030501 | A | STRUCTURAL EXCAVATION | CU.YD. | 1,500 | \$30.00 | \$45,000.00 |
| 2030506 | A | STRUCTURE BACKFILL | CU.YD. | 490 | \$65.00 | \$31,850.00 |
| 2030509 | A | STRUCTURE BACKFILL (FLOW FILL) | CU.YD. | 30 | \$200.00 | \$6,000.00 |
| 6010003 | A | STRUCTURAL CONCRETE (CLASS S) (FC = 3,500) | CU.YD. | 212 | \$750.00 | \$159,000.00 |
| 6010005 | A | STRUCTURAL CONCRETE (CLASS S) (FC = 4,500) | CU.YD. | 694 | \$750.00 | \$520,500.00 |
| 6011132 | A | COMBINATION PEDESTRIAN-TRAFFIC BRIDGE RAILING | L.FT. | 356 | \$350.00 | \$124,600.00 |
| 6011348 | A | DECK JOINT ASSEMBLY (4X4 COMPRESSION SEAL) | L.FT. | 190 | \$300.00 | \$57,000.00 |
| 6011371 | A | APPROACH SLAB (SD 2.01) | SQ.FT. | 3,631 | \$45.00 | \$163,395.00 |
| 6014954 | A | PRECAST, P/S MEMBER (AASHTO TYPE 6 GIRDER) | L.FT. | 1,355 | \$320.00 | \$433,600.00 |
| 6050002 | A | REINFORCING STEEL | LB. | 42,400 | \$1.25 | \$53,000.00 |
| 6050012 | A | REINFORCING STEEL (EPOXY COATED) | LB. | 112,430 | \$1.65 | \$185,509.50 |
| 7320476 | A | JUNCTION BOX (TYPE II) | EACH | 1 | \$700.00 | \$700.00 |
| 9140153 | A | RETAINING WALL (CIP) | SQ.FT. | 345 | \$60.00 | \$20,700.00 |
| 9240050 | A | MISCELLANEOUS WORK (SLIDE BRIDGE) | L.SUM | 1 | \$150,000.00 | \$150,000.00 |
| | A | LUMP SUM STRUCTURE (TOTAL OF PRECEEDING STRUCTURE ITEMS) | | 1 | \$2,100,854.50 | \$2,100,854.50 |
| | | 4TH ST UP EB, STR. NO. 1182 | | | | \$2,100,854.50 |

040 CN 198 H8815 01D
040-D(234)T

COMBINED ESTIMATE
Stage IV SUBMITTAL

SHEET 8 OF 11
DATE: 9/9/2019

| ITEM NO. | | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|--|--------|----------|----------------|-----------------------|
| | | 4TH ST UP WB, STR. NO. 1183 | | | | |
| 2020002 | B | REMOVE BRIDGE | L.SUM | 1 | \$150,000.00 | \$150,000.00 |
| 2030501 | B | STRUCTURAL EXCAVATION | CU.YD. | 1,475 | \$30.00 | \$44,250.00 |
| 2030506 | B | STRUCTURE BACKFILL | CU.YD. | 485 | \$65.00 | \$31,525.00 |
| 2030509 | B | STRUCTURE BACKFILL (FLOW FILL) | CU.YD. | 30 | \$200.00 | \$6,000.00 |
| 6010003 | B | STRUCTURAL CONCRETE (CLASS S) (F'C = 3,500) | CU.YD. | 212 | \$750.00 | \$159,000.00 |
| 6010005 | B | STRUCTURAL CONCRETE (CLASS S) (F'C = 4,500) | CU.YD. | 716 | \$750.00 | \$537,000.00 |
| 6011132 | B | COMBINATION PEDESTRIAN-TRAFFIC BRIDGE RAILING | L.FT. | 356 | \$350.00 | \$124,600.00 |
| 6011348 | B | DECK JOINT ASSEMBLY (4X4 COMPRESSION SEAL) | L.FT. | 95 | \$300.00 | \$28,500.00 |
| 6011371 | B | APPROACH SLAB (SD 2.01) | SQ.FT. | 3,631 | \$45.00 | \$163,395.00 |
| 6014954 | B | PRECAST, P/S MEMBER (AASHTO TYPE 6 GIRDER) | L.FT. | 1,355 | \$320.00 | \$433,600.00 |
| 6050002 | B | REINFORCING STEEL | LB. | 42,400 | \$1.25 | \$53,000.00 |
| 6050012 | B | REINFORCING STEEL (EPOXY COATED) | LB. | 112,430 | \$1.65 | \$185,509.50 |
| 7320476 | B | JUNCTION BOX (TYPE II) | EACH | 1 | \$700.00 | \$700.00 |
| 9240050 | B | MISCELLANEOUS WORK (SLIDE BRIDGE) | L.SUM | 1 | \$150,000.00 | \$150,000.00 |
| | B | LUMP SUM STRUCTURE (TOTAL OF PRECEEDING STRUCTURE ITEMS) | | 1 | \$2,067,079.50 | \$2,067,079.50 |
| | | 4TH ST UP WB, STR. NO. 1183 | | | | \$2,067,079.50 |

040 CN 198 H8815 01D
040-D(234)T

COMBINED ESTIMATE
Stage IV SUBMITTAL

SHEET 9 OF 11
DATE: 9/9/2019

| ITEM NO. | | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|----------|---|---|--------|----------|--------------|---------------------|
| | | CITY OF FLAGSTAFF ADDITIONAL ITEMS | | | | |
| 2030901 | C | BORROW | CU.YD. | 436 | \$15.00 | \$6,540.00 |
| 6011134 | C | TWO TUBE BRIDGE RAIL | L.FT. | 619 | \$120.00 | \$74,280.00 |
| 6100026 | C | PAINT STRUCTURE (BRIDGES AND RETAINING WALLS) | SQ.FT. | 1 | \$40,000.00 | \$40,000.00 |
| 7020007 | C | IMPACT ATTENUATION DEVICE | EACH | 1 | \$5,000.00 | \$5,000.00 |
| 7320476 | C | JUNCTION BOX (TYPE II) | EACH | 2 | \$700.00 | \$1,400.00 |
| 9010001 | C | MOBILIZATION | L.SUM | 1 | \$27,000.00 | \$27,000.00 |
| 9030009 | C | FENCE (AT TWO TUBE RAIL) | L.FT. | 431 | \$10.00 | \$4,310.00 |
| 9240119 | C | MISCELLANEOUS WORK (ADDITIONAL FENCE POSTS FOR FUTURE FENCE AESTHETICS) | EACH | 30 | \$830.00 | \$24,900.00 |
| 9240053 | C | MISCELLANEOUS WORK (PINE CONE BARRIER RUSTICATION) | L.SUM | 1 | \$2,150.00 | \$2,150.00 |
| 9240112 | C | MISCELLANEOUS WORK (INSTALL 3 - 3" DIA CONDUIT) | L.FT. | 794 | \$10.00 | \$7,940.00 |
| 9140155 | C | RETAINING WALL (MSE) | SQ.FT. | 1,104 | \$60.00 | \$66,240.00 |
| 9240170 | C | CONTRACTOR QUALITY CONTROL | L.SUM | 1 | \$5,400.00 | \$5,400.00 |
| 9250001 | C | CONSTRUCTION SURVEYING AND LAYOUT | L.SUM | 1 | \$4,000.00 | \$4,000.00 |
| | C | LUMP SUM COF ITEMS (TOTAL OF PRECEEDING ITEMS) | | 1 | \$269,160.00 | \$269,160.00 |
| | | CITY OF FLAGSTAFF ADDITIONAL ITEMS | | | | \$269,160.00 |

Stage IV SUBMITTAL

**CONTRACTS AND SPECIFICATIONS SERVICES
COMBINED ESTIMATE
PROJECT SUMMARY SHEET**

**SHEET 10 OF 11
DATE: 9/9/2019**

Project No.
040 CN 198 H8815 01D
040-D(234)T

Termini
Ash Fork - Flagstaff Highway (I-40)

Location
4TH ST BRIDGES Str. #1182, 1183

Prepared By
AECOM

50 / 50 SHARED COSTS BETWEEN ADOT AND CITY OF FLAGSTAFF

| STRUCTURE CODE | SECTION DESCRIPTIONS | NUMBER OF BID ITEMS | AMOUNT |
|---------------------------|---------------------------------------|--------------------------------|-----------------|
| | ROADWAY ITEMS | 96 | \$5,450,021.70 |
| A | 4TH ST UP EB, STR. NO. 1182 | 15 | \$2,100,854.50 |
| B | 4TH ST UP WB, STR. NO. 1183 | 14 | \$2,067,079.50 |
| | SUBTOTAL | 125 | \$9,617,955.70 |
| | 0% UNIDENTIFIED ITEMS | | \$0.00 |
| | CONSTRUCTION ENGINEERING | | \$946,216.00 |
| | 5% CONSTRUCTION CONTINGENCY | | \$480,897.79 |
| | POST DESIGN SERVICES | | \$154,250.00 |
| | SUBTOTAL | | \$11,199,319.49 |
| | CONTRACTOR INCENTIVES | | \$0.00 |
| | TOTAL | 125 | \$11,199,319.49 |
| | 9.90% INDIRECT COST ALLOCATION (ICAP) | | \$1,108,732.63 |
| | GRAND TOTAL | 125 | \$12,308,052.11 |

Stage IV SUBMITTAL

**CONTRACTS AND SPECIFICATIONS SERVICES
COMBINED ESTIMATE
PROJECT SUMMARY SHEET**

**SHEET 11 OF 11
DATE: 9/9/2019**

Project No.
040 CN 198 H8815 01D
040-D(234)T

Termini
Ash Fork - Flagstaff Highway (I-40)

Location
4TH ST BRIDGES Str. #1182, 1183

Prepared By
AECOM

100% COST FOR CITY OF FLAGSTAFF

| STRUCTURE CODE | SECTION DESCRIPTIONS | NUMBER OF BID ITEMS | AMOUNT |
|---------------------------|---------------------------------------|--------------------------------|---------------|
| C | CITY OF FLAGSTAFF ADDITIONAL ITEMS | 13 | \$269,160.00 |
| | SUBTOTAL | 13 | \$269,160.00 |
| | 0% UNIDENTIFIED ITEMS | | \$0.00 |
| | CONSTRUCTION ENGINEERING | | \$26,916.00 |
| | 5% CONSTRUCTION CONTINGENCY | | \$27,200.00 |
| | POST DESIGN SERVICES | | \$4,310.00 |
| | SUBTOTAL | | \$327,586.00 |
| | CONTRACTOR INCENTIVES | | \$0.00 |
| | TOTAL | 13 | \$327,586.00 |
| | 9.90% INDIRECT COST ALLOCATION (ICAP) | | \$32,431.01 |
| | GRAND TOTAL | 13 | \$360,017.01 |

RESOLUTION NO. 2019-44

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING
AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE
CITY OF FLAGSTAFF FOR THE CONSTRUCTION OF THE FOURTH STREET
AND INTERSTATE 40 BRIDGE REPLACEMENT PROJECT.**

RECITALS:

WHEREAS, the Arizona Department of Transportation and City of Flagstaff desire to amend an intergovernmental agreement for construction of the Fourth Street and Interstate 40 Bridge Replacement Project (the "Bridge Project"); and

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 18-0007206-I, A.G. Contract No. P001 2018 003355, was executed on December 3, 2018 (the "IGA");

WHEREAS, the Bridge Project will be constructed per the contract documents, developed under IGA 17-0006701-I; and

WHEREAS, the parties to the IGA have updated information related to the scope and cost of the Bridge Project and this updated information is set forth in this proposed Amendment No. One; and

WHEREAS, the purpose of the IGA and this Amendment No. One is to set forth the parties' respective duties and obligations with respect to the construction of the Bridge Project; and

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 and the City is empowered by Arizona Revised Statutes §§ 48-572 to amend this IGA; and

WHEREAS, the City Council has read and considered the staff summary report and proposed Amendment No. One attached thereto, and finds that it is in the best interests of the City to amend the IGA.

ENACTMENTS:

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


SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute Amendment No. One to the IGA between the State of Arizona, acting by and through its Department of Transportation, and the City of Flagstaff, Arizona, attached hereto as Exhibit One, which shall become effective upon the date first executed by both parties ("Effective Date").

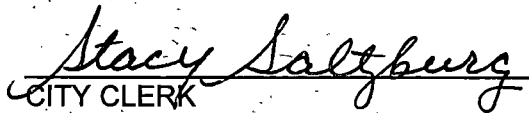
SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 17th day of September, 2019.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Exhibits:

Exhibit One - Amendment No. One



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

**INTERGOVERNMENTAL AGREEMENT
DETERMINATION**

A.G. Contract No. P0012018003355 (**ADOT IGA/JPA 18-0007206-I Amendment No. One: 19-0007441-I**), an Agreement between public agencies, the State of Arizona and the City of Flagstaff, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 26, 2019

MARK BRNOVICH
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/sp/8232718

ADOT File No.: IGA 18-0007206-I
Amendment No. Two: 19-0007625-I
AG Contract No.: P001 2018 003355
Project Location/Name: I-40 Butler Ave
TI & Fourth St Underpass
Type of Work: Replace Bridges
Federal-aid No.: 040-D(234)T
ADOT Project No.: H8815 01C
TIP/STIP No.: NA
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 19816

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 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 the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA 18-0007206-I, A.G. Contract No. P001 2018 003355, was executed on December 3, 2018, (the “Original Agreement”); and IGA 18-0007206-I Amendment No. One, executed on September 26, 2019, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to revise Project costs, attributable to higher than estimated bid response. Consistent with the Original Agreement and Amendment No. One, the City has been invoiced and paid \$6,154,026.00 for the City’s share of Bridge Project costs and \$360,017.00 for the Project Enhancements and the City will pay the remaining \$2,043,392.00 for the City’s share of Bridge Project costs and the remaining \$297,210.00 for

the Project Enhancements, within 30 days of receipt of an invoice. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

I. RECITALS

(NO CHANGES)

II. SCOPE OF WORK

Section II, Paragraphs 1.a., 1.b., 1.d., and 1.g. are revised, as follows:

1. The Parties agree:
 - a. The Bridge Project construction cost is \$16,394,836.00, contingent on the awarded bid amount. The Parties will each contribute \$8,197,418.00 toward the construction of the Bridge Project.
 - b. To equally share Bridge Project costs that exceed the current \$16,394,836.00 construction cost.
 - d. That if the Agreement is completely or partially terminated, the unused contributions will be returned to both Parties in the same percentage as originally contributed.
 - g. The City will be solely responsible for all Project Enhancements costs. The construction cost for said Project Enhancements is \$657,227.00, contingent on the awarded bid amount.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 19 is revised, as follows:

19. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S. § 11-952 (D) attached and incorporated in this Amendment No. Two 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 Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA
Department of Transportation

By _____
CORAL EVANS
Mayor

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
STACY SALTZBURG
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Amendment No. Two to the Original Agreement and Amendment No. One 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 Amendment No. Two 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 Amendment No. Two.

City Attorney

Date

Fourth St. / I-40 Bridge Funding

January 7, 2020





Fourth St. / I-40 Bridge Funding

Consideration and Adoption of Resolution No. 2020-01:

A resolution of the Flagstaff City Council authorizing Amendment No. Two to an existing Intergovernmental Agreement with the Arizona Department of Transportation for Construction of the Fourth Street /I-40 Bridge Replacement Project.

Staff Recommended Action:

- 1) Read Resolution No. 2020-01 by title only
- 2) City Clerk reads Resolution No. 2020-01 by title only (if approved above)
- 3) Adopt Resolution No. 2020-01



Project Location





Fourth St. / I-40 Bridge Funding

Bid Results (% over estimate)

- Bid #1: FNF Construction
 - 34.6%
- Bid #2: Fisher Sand and Gravel
 - 45.1%
- Bid #3: Sundt Construction
 - 51.9%
- Bid #4: Pulice Construction
 - 63.7%



Fourth St. / I-40 Bridge Funding

| | Estimate | Bid Results |
|---|--------------------|--------------------|
| Bridge Project | \$12,308,052 Total | \$16,394,835 Total |
| (50% City Share) | \$6,154,026 | \$8,197,417 |
| Project Enhancements (100% City) | <u>+ \$360,017</u> | <u>+ \$657,227</u> |
| Total City Commitment | \$6,514,043 (Paid) | \$8,854,644 |
| Funding Shortfall | | \$2,340,601 |



Fourth St. / I-40 Bridge Funding

Overall Construction Funding, by Source





Fourth St. / I-40 Bridge Funding

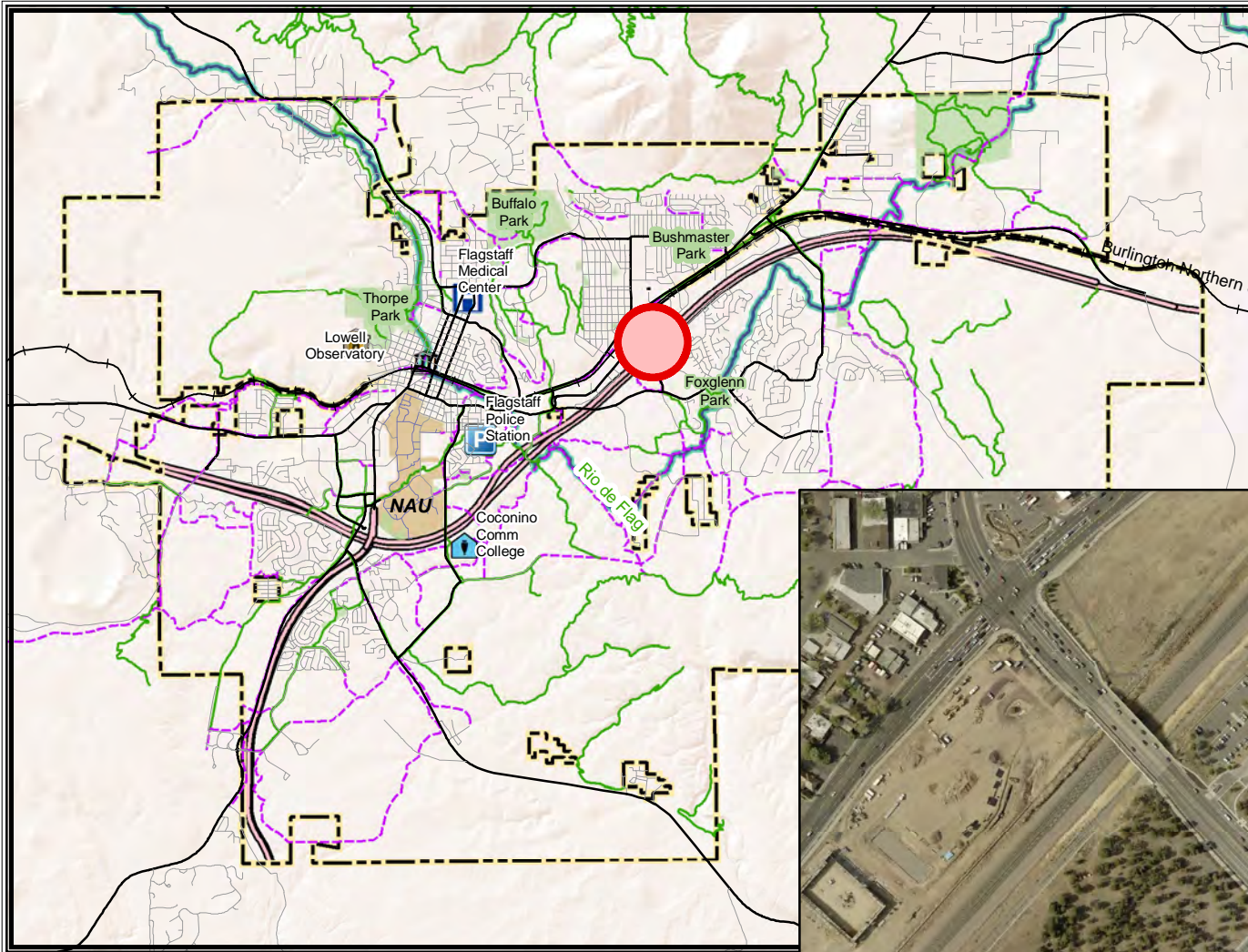


Questions



City of Flagstaff

Fourth St Overpass



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Management Analyst
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE:

Approval of Change Order for the Minimum Wage Impact Study Professional Services Contract

STAFF RECOMMENDED ACTION:

1. Approval of Change Order for the Minimum Wage Impact Study Professional Services Contract with Rounds Consulting Group, Inc.; and
2. Authorize the City Manager to execute the necessary documents.

Expanded Options and Alternatives:

1. Approve the Change Order as recommended. Approval will allow for timely completion of the study, including third party collaboration; or
2. Reject the Change Order and leave the original professional services contract as awarded. This would eliminate a third party collaboration at this time; or
3. Reject the Change Order and direct staff to procure services for an external review of the completed study. This would lengthen the period of time to complete the third party review and potentially add additional costs.

Executive Summary:

The City of Flagstaff (hereby “the City”) has launched an impact evaluation of the Flagstaff minimum wage in order to gather more data and knowledge on the subject. The study has three primary objectives; 1) to provide information on the existing and future impacts of Flagstaff’s incrementally increasing minimum wage on businesses, workers and general economic health; 2) to provide best practice recommendations for local businesses, non-profit organizations and state-subsidized programs as they navigate the current and future minimum wage increases; and 3) to provide best practice recommendations for the City to support local businesses, including potential policy measures that could be implemented to foster a more robust and diverse economy.

After following the established rules and regulations of public procurement, the City contracted with Rounds Consulting Group, Inc. (hereby “Rounds”) to conduct a minimum wage impact study. Throughout the contract, Rounds has used subconsultant, Mode Public Affairs, LLC (hereby “Mode”) to aid in public outreach and development of policy recommendations.

Following the Council discussion on the study at the December 17, 2019, Council meeting, staff sought an additional organization to participate in the analysis of the minimum wage impact study. The Seidman Research Institute of Arizona State University (hereby "Seidman") was asked to perform this analysis, and after consultation with all parties, agreed to join the study. Staff now seek a Change Order to the professional services contract to allow Seidman to subcontract with Rounds. Seidman will be able to **join Rounds and Mode as one of the authors of the study's final report and provide recommendations.** It is noted that Rounds has a working relationship with both Seidman and the Morrison Institute for Public Policy – another potential consultant that was referenced during the December 17th meeting.

Due to the addition of this subcontractor, there is a need to revise the timeline for completion. A PowerPoint presentation on the progress of the study and its preliminary findings will be presented to Council on February 11th, 2020. A final report is scheduled to be received no later than February 21st, 2020. **Under the Change Order, after the final report is received, the City will have 90 days to accept the document, reducing the term of the professional services contract to a total of 220 days or until May 21, 2020.** In terms of budget, the current contractor is making an adjustment to reduce its fees and allocate the difference to the sub-contracting cost. This will result in a net increase to the contract cost of \$15,000.

The signed Change Order Form and the quote from Rounds Consulting for the addition of a subcontractor are attached.

Financial Impact:

The minimum wage impact study was initially budgeted for \$50,000 within BBB-Economic Development funds in FY20 (account number 052-07-213-0830-4-4290) and the final contract amount with Rounds was \$48,000. Rounds received a quote from Seidman for \$20,000 to perform work on the study as a subcontractor and co-author. Rounds has indicated that the firm will reallocate \$5,000 of its original budget to Seidman, resulting in a \$15,000 increase to the cost of the professional services contract. To meet the additional funding demands represented by this Change Order, \$5,000 will be taken from the FY20 budgets of the Office of Labor Standards (account numbers 001-01-011-0017-1-4191 and 001-01-011-0017-1-4271), \$5,500 from Non-Departmental (Miscellaneous Studies) (account number 001-09-402-1314-1-4206) and the remaining \$4500 will be taken from BBB-Economic Development funds (account number 052-07-213-0830-4-4290).

Policy Impact:

None.

Connection to Council Goal, Regional Plan and/or Team Flagstaff Strategic Plan:

Conducting a study on Flagstaff's minimum wage is directly related to the Council's goals to *Grow and Strengthen a More Equitable and Resilient Economy* and to *Advance Social Justice in Our Community* as it will create a deeper understanding of how the increasing minimum wage has impacted businesses, workers and other stakeholders within our local economy.

Previous Council Decision on This:

Previous discussions on the proposed minimum wage study occurred during the February and March FY20 budget retreats. The Flagstaff City Council approved this as an FY20 council objective to be completed.

In December 2019, Council discussed the contract granted to Rounds to conduct the minimum wage impact study and determined that the study should proceed. Council also directed staff to contact other research firms active in the field to conduct an independent audit of the final report once it was received.

Background/History:

In accordance with the passage of Proposition 414, a citizen's initiative, a new hourly minimum wage schedule was established on July 1, 2017, for individuals who worked or are expected to work 25 hours or more in a given calendar year within the city limits of Flagstaff, AZ.

Incremental increases in the minimum wage are scheduled through 2022 and on January 1st, 2023, the Flagstaff minimum wage will be indexed to changes in the Consumer Price Index or will be \$2.00 above the State of Arizona minimum wage (whichever is higher).

Using the experience of Flagstaff and the experiences of other similar cities around the country, the City decided to seek the services of a consultant to analyze the current and future economic impacts of the City's incrementally increasing minimum wage and to equip businesses and local government alike with mitigation strategies. The scope of work was broken into five (5) parts.

1. Baseline measurements: From 2011-2016, measure variables to describe the City's economic status before its minimum wage began increasing.
 1. Variables requested include unemployment (disaggregated by age), job availability, employee sick hours, average earnings (minimum wage and non-minimum wage workers), turnover rate, average hours worked, consumer spending and prices of goods, cost of living, amount of commercial construction and number of enterprises (disaggregated by size, including any state-subsidized enterprises).
2. Analysis of current and future impacts: Examining the 2017-2019 period,
 1. Compare the City's economic status before its minimum wage increased to its current economic status using the variables identified in part 1. Any losses in employee qualification for public benefits or increases in automation within businesses should also be included in the analysis.
 2. Compare changes in Flagstaff to changes in appropriate control groups, using variables identified in part 1. The contractor will create or identify applicable control groups, including the state of Arizona.
3. Analysis of projected future impacts: Examining the 2023 period and beyond,
 1. Evaluate the impact of continued minimum wage increases after the minimum wage is indexed to changes in the CPI in 2023, using the variables identified in part 1.
 2. Compare Flagstaff's 2026 economic status in the case of continued minimum wage increases (as called for by Prop 414) versus maintaining the current 2019 minimum wage using the variables identified in part 1.
4. Case studies: Provide a series of short case studies on the impacts of minimum wage in cities around the US that have implemented a higher minimum wage than their state.
 1. Using variables such as unemployment rates, earnings, job availability and cost of living, findings will provide narrative on the unique circumstances these cities experienced and their outcomes.
5. Best practices toolkit: Provide a best practices toolkit for Flagstaff stakeholders affected by minimum wage increases, including:
 1. Best practices (as adopted in other cities) for for-profit, non-profit and state-subsidized organizations in adapting to an increased minimum wage and managing compaction effects.

2. Best practices (as adopted in other cities) for municipal government in supporting businesses during a minimum wage increase and attracting new businesses or industries.

On August 28, 2019, the City's Purchasing Section published the RFP in PlanetBids and advertised it in the Arizona Daily Sun on September 1, 2019. Direct email notifications were sent to 3 potential firms as well. These firms were the Alliance Bank Economic Policy Institute (NAU); Rounds Consulting Group, Inc; and Elliot D Pollack & Company. Two firms participated in the pre-proposal meeting, and the City received a total of one (1) proposal response. The evaluation committee was comprised of five (5) evaluators, all of whom are City employees. Once the evaluation and scoring were completed and the scores were aggregated into a matrix, the evaluation committee determined Rounds to be both responsive and responsible with high scores given by all five (5) evaluators. The professional services contract with Rounds was signed in early October 2019. The procurement for these services, resulting in contracting with Rounds, was conducted appropriately and well within rules and regulations of public procurement.

Community Benefits and Considerations:

Community benefits from a study of Flagstaff's minimum wage may include enhanced understanding of the past, present and future impacts of Flagstaff's incrementally increasing minimum wage and Proposition 414, in addition to the provision of techniques and methods that could be utilized by for-profit organizations, non-profit organizations, state-subsidized services and municipal government in adapting to an increased minimum wage and managing compaction effects.

Community Involvement:

The community will be provided with the results of the finalized study, however, was not involved in developing the scope of work or RFP.

Attachments: [Change Order Form](#)
 [Rounds Consulting Subcontractor Quote](#)
 [Original Contract for Professional Services](#)



CITY OF FLAGSTAFF

- ☐ CONFIRMING CHANGE ORDER NO.
☒ CONSULTING CONTRACT CHANGE ORDER NO. X
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. _____
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. N/A PROJECT NAME: Minimum Wage Impact Study

FILE NO. 2020-16 PROJECT MANAGER: Greg Clifton

TO: Rounds Consulting Group, Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

This change order is requested to add Seidman Research Institute of Arizona State University as a sub-consultant to this contract in the amount of \$15,000.00, and to reduce the contract duration by 875 calendar days with a completion date of May 21, 2020.

Change Order originated by: ☒ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ CONSULTANT ☐ OTHER: _____

| | | | |
|-----------------------|---------------|----------------------|--------------------|
| Project Manager | _____ | Approval Recommended | _____ |
| | Date | | |
| Department Head | _____ | Approval Recommended | _____ |
| | Date | | |
| Water Services | <u>1/2/20</u> | Approval Recommended | <u>[Signature]</u> |
| | Date | | |
| Public Works | _____ | Approval Recommended | _____ |
| | Date | | |
| Community Development | <u>1/2/20</u> | Approval Recommended | <u>R. Bennett</u> |
| | Date | | |
| City Attorney | <u>1/2/20</u> | Approval Recommended | <u>[Signature]</u> |
| | Date | | |
| Purchasing (Chair) | <u>1/2/20</u> | Approval Recommended | <u>[Signature]</u> |
| | Date | | |
| City Manager | _____ | Approval Recommended | _____ |
| | Date | | |

| | | END DATES | | |
|--------------------------|------------------|-----------------------|---------------------------|---------------------|
| ORIGINAL CONTRACT PERIOD | <u>1095</u> Days | (<u>10/14/22</u>) | ORIGINAL CONTRACT | \$ <u>48,000.00</u> |
| PRIOR TIME CHANGES | <u>0</u> Days | (<u>10/14/22</u>) | TOTAL PRIOR VALUE CHANGES | \$ <u>0.00</u> |
| THIS TIME CHANGE | <u>-875</u> Days | (<u>05/21/2020</u>) | VALUE OF THIS CHANGE | \$ <u>15,000.00</u> |
| NEW CONTRACT PERIOD | <u>220</u> Days | (<u>05/21/2020</u>) | NEW CONTRACT | \$ <u>63,000.00</u> |

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Rounds Consulting Group, Inc.

Accepted Date: 1/2/20

By: [Signature]



CITY OF FLAGSTAFF

- ☐ CONFIRMING CHANGE ORDER NO. _____
☒ CONSULTING CONTRACT CHANGE ORDER NO. _____
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. _____
☐ CONTRACT ALLOWANCE UPDATE NO. _____

PROJECT NO. N/A PROJECT NAME: Minimum Wage Impact Study
 FILE NO. 2020-16 PROJECT MANAGER: Greg Clifton

JUSTIFICATION:

After following the established rules and regulations of public procurement, the City contracted with Rounds Consulting Group, Inc. (hereby "Rounds") to conduct a minimum wage impact study. Throughout the contract, Rounds has used subconsultant, Mode Public Affairs, LLC (hereby "Mode") to aid in public outreach and development of policy recommendations. Following the Council discussion on the study at the December 17, 2019, Council meeting, staff sought an additional organization to participate in the analysis of the minimum wage impact study. The Seidman Research Institute of Arizona State University (hereby "Seidman") was asked to perform this analysis, after consultation with all parties, agreed to join the study. Staff now seeks a Change Order to the professional services contract to allow Seidman to subcontract with Rounds. Seidman will join Rounds and Mode as one of the authors of the study's final report and provide recommendations. It is noted that Rounds has a working relationship with both Seidman and the Morrison Institute for Public Policy – another potential consultant that was referenced during the December 17th meeting.

TIME ANALYSIS:

Due to the addition of this subcontractor, there is a need to revise the timeline for completion. A PowerPoint presentation on the progress of the study and its preliminary findings will be presented to Council on February 11th, 2020. A final report is scheduled to be received no later than February 21st, 2020. After the final report is received, the City will have 90 days to accept the document, reducing the term of the professional services contract to a total of 220 days or until May 21, 2020.

COST ANALYSIS:

The minimum wage impact study was initially budgeted for \$50,000 within BBB-Economic Development funds in FY20 (account number 052-07-213-0830-4-4290) and the final contract amount with Rounds was \$48,000. Rounds received a quote from Seidman for \$20,000 to perform work on the study as a subcontractor and co-author. Rounds has indicated that the firm will reallocate \$5,000 of its original budget to Seidman, resulting in a \$15,000 increase to the cost of the professional services contract. To meet the additional funding demands represented by this Change Order, \$5,000 will be taken from the FY20 budgets of the Office of Labor Standards (account numbers 001-01-011-0017-1-4191 and 001-01-011-0017-1-4271), \$5,500 from Non-Departmental (Miscellaneous Studies) (account number 001-09-402-1314-1-4206) and the remaining \$4500 will be taken from BBB-Economic Development funds (account number 052-07-213-0830-4-4290).

CITY OF FLAGSTAFF**PROJECT STATUS FORM**

PROJECT NAME: Minimum Wage Impact Study

☐ Design☐ Construction☒ Other

PROJECT NO. N/A

FILE NO. 2020-16

ACCT. NO. 052-07-213-0830-4-4290

100%

PROPOSED CONTRACT TOTAL

(Includes Original Contract Amount & All Change Orders)

\$63,000

COUNCIL APPROVAL:

N/A

ORIGINAL CONTRACT AMOUNT:

\$48,000

PROJECT BUDGET

\$50,000.00

FY:

20

PROJECT BUDGET

FY:

NOTICE TO PROCEED:

10/14/2019

ORIGINAL CONTRACT PERIOD (calendar days):

1095

ORIGINAL COMPLETION DATE:

10/14/2022

ORIGINAL CONTRACT ALLOWANCE:

\$

CONSULTANT: Rounds Consulting Group, Inc.

LOCATION:

CITY PROJECT MANAGER: Greg Clifton

| Change Orders | C.O. Amount/ Allowance Amt | C.O. Days | Council Date | REASON FOR CHANGE |
|------------------|-------------------------------|-----------|----------------|-------------------|
| Revision Date | New Total | New Total | New Comp. Date | |
| 1 | \$15,000 | 875 | 1/7/2020 | Council Request |
| 12/17/2019 | \$63,000.00 | 220 | 05/21/2020 | |
| 2 | | | | |
| | | | | |
| 3 | | | | |
| | | | | |
| 4 | | | | |
| | | | | |
| 5 | | | | |
| | | | | |
| 6 | | | | |
| | | | | |
| FINAL PAYMENT | | | | |
| | | | | |

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

| | | | | | |
|------------------------|-----------|--------------|---|--------|----------|
| Purchase Order Number: | 20-001010 | Line Number: | 1 | Amount | \$48,000 |
| | | | | | |



Date: December 27, 2019

To: Sarah Langley
David McIntire

From: Rounds Consulting Group, Inc.

Re: Proposed Contract Amendment – Minimum Wage Study (Contract No. 2020-16)

Rounds Consulting Group (RCG), by City Council request, solicited and received a proposal from the Seidman Research Institute (Seidman) at Arizona State University (ASU) to collaborate on the analysis of the minimum wage impact on the city. The scope of Seidman's effort and fee is displayed in Attachment A. RCG will sign a contract with ASU for this subconsultant work upon approval by the city for the additional support and fee that has been requested. The resumes of the ASU economists are included in Attachment B.

Deliverables: The analysis will be developed in the same white paper format, with a reasonable number of additional materials such a presentation and handout files to be completed upon request. RCG, ASU, and RCG's other subconsultant (Mode Public Affairs) will be listed as authors under a collaborative work effort.

Timing: The duration of this study will be extended, with a preliminary findings date of February 11, 2020 (vs. January 7 under the original agreement). This will include an in-person presentation by RCG, Mode, and ASU if the university is able to participate (this has been requested). The final report will be delivered by February 21, 2020.

Modified Fees: The proposed additional fee for the effort is \$20,000 (see Seidman estimate in Attachment A). However, RCG will cover the \$5,000 of the cost increase, for a net additional fee of \$15,000 to the city.

If you have any questions, feel free to contact me directly at 602-739-0844.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Rounds', is written over a light blue background.

Jim Rounds, President
Rounds Consulting Group, Inc.



Attachment A

Seidman Institute Proposed Fee Language to RCG:

OBLIGATIONS OF CLIENT

2.1 Fee for Analysis; Taxes. In consideration for the Analysis provided under this Agreement, Client will pay a fee of \$20,000 under the terms outlined in Section 2.4 below. All costs and fees stated in this Agreement are net of any taxes. Upon request, the Institute will provide Client with any documentation Client needs for tax purposes.

2.2 Alteration Costs and Expenses. Client will pay any additional costs incurred by the Institute as a result of any changes or alterations that are directly requested by or result from any changes or alterations requested by Client to any aspect of the services provided under this Agreement. Such changes or alterations will be subject to the prior approval of the Institute and will be set forth in writing and signed by an authorized representative of each Party.

2.3 Independent Analysis. ASU neither makes nor will be deemed to have made any representation or warranty whatsoever (express or implied) regarding any outcome obtained or deliverable delivered hereunder including any outcome desired by Client. Client understands that it is engaging the Institute for an independent analysis based on available data and facts. If Client has suggestions for alternative ways to present or interpret information gathered and presented, the Institute will consider such requests for a period of 30 days after completion of the Analysis. The Institute reserves the right to express final conclusions in a manner consistent with its interpretation and analysis of the data.

2.4 Payment Schedule and Invoicing.

- (a) Fee for the Analysis: \$ 20,000
- (b) Client will pay \$2,000 within five (5) days of the Effective Date and will pay the balance of \$18,000 upon delivery of the Analysis.
- (c) All fees due under this Agreement will be made payable in U.S. dollars to "Arizona State University." ASU reserves the right to subject invoices not paid within thirty (30) days of the invoice date to a 4% per month late fee on the unpaid balance for any amounts not in dispute. Should it become necessary for ASU to commence collection proceedings or retain an attorney to enforce any of the terms of this Agreement, Client will pay all attorneys' fees and the costs of collection incurred by ASU.



Scope of Work to RCG:

Seidman will collaborate with the client to fulfill the terms of Solicitation 2020-16, Minimum Wage Study for the City of Flagstaff. Seidman understands that Rounds Consulting Group, Inc. has made considerable progress on the project to date but has been asked to obtain additional assistance. Issues ongoing...

1. Seidman will assist in establishing a baseline for variables of interest as specified in the Solicitation (or useful data proxies). Seidman assumes that most of the historical baseline variables have been/will be assembled by the Client.
2. Seidman will assist the Client in establishing relevant control groups and conducting statistical tests to determine the impact of the minimum wage laws in Flagstaff to date.
3. Seidman will assist in establishing a future baseline growth scenario for variables of interest as specified in the Solicitation (or useful data proxies) and assist the Client in determining how future increases in the minimum wage laws in Flagstaff will have an impact in the future levels of these economic variables.
4. Seidman assumes that the Client has been/will be assembling relevant case studies that can inform the Flagstaff circumstance, as specified in the Solicitation.
5. Seidman assumes that the Client has/will take primary responsibility in assembling the best practices toolkit as specified in the Solicitation

Importantly, Seidman will collaborate with the Client in responding to most of the requirements of the Solicitation and make significant contributions in control group specifications, statistical analysis, and in establishing baseline scenarios for the future growth with and without the imposition of future minimum wage law changes in Flagstaff. However, the Client will be responsible for determining whether some of the variables listed in the solicitation are in fact available and measurable or whether proxy variables may suffice for the purposes of the study. Moreover, the Client will be responsible for most of the direct engagement with the City, formal presentations, etc. Seidman will assist in these interactions as needed.



Attachment B

Seidman Institute Resumes:

Principal Investigator: Dr. Dennis Hoffman is Director of the Seidman Research Institute and Professor of Economics at the W.P. Carey School of Business at Arizona State University. He is also Director of the Office of the University Economist. Dr. Hoffman has deep expertise in the economics and fiscal footprint of Arizona. His current research interests include defining and measuring the role of research universities in regional development, quantifying the value of education investments to the economic prosperity of the region, and measuring the impact of various fiscal initiatives on regional development.

Dr. Hoffman served as the Principal Investigator on the economic impact of weight loss study for Isagenix. He has also contributed to health-related studies for Tenet Healthcare and Maricopa Integrated Health System, among others. Dr. Hoffman chaired the online retail and remote sales taxes working group for Governor Jan Brewer's Transaction Privilege Tax Simplification Task Force in fall 2012.

His other research and consulting clients have included:

American Express, APS, the Arizona, Commerce Authority, the Arizona Department of Environmental Quality, the Arizona Department of Transportation, the Arizona School Boards Association, Curis Arizona, Del Webb Corporation, the Economic Analysis Corporation, Excelsior Mining, the Greater Phoenix Leadership, Intel Corporation, Science Foundation Arizona, and Turf Paradise.

Dr. Hoffman earned his B.S. in Economics and Mathematics from Grand Valley University, and an M.A. and Ph.D. in Economics from Michigan State University.

Economic Modeler: Eva Madly is a Senior Research Economist at the L. William Seidman Institute. She is experienced in conducting extensive literature reviews and summaries, and in providing research support for scholarly work and report writing.

At Seidman, Ms. Madly is involved in economic analysis related to a variety of topics concerning mostly the Arizona economy, including infrastructure and renewable energy. She regularly provides research and analytical assistance for economic impact and base studies.

Ms. Madly specializes in two forms of economic impact modeling – IMPLAN and REMI. Her former clients include the Arizona Commerce Authority, Arizona projects concerning the labor market, such as simulating the impacts of certain policies, evaluating the effectiveness of employment services, and examining the adequacy of workers' compensation benefits.

Ms. Madly received a B.S. in Finance and Banking from Babes-Bolyai University (Romania); an M.S. in Business Management from Politehnica University of Bucharest (Romania); and an M.A. in Economics from Western Michigan University.

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. 2020-16

This Contract is entered into this 2nd day of October, 2019 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Rounds Consulting Group, Inc., an Arizona Corporation ("Contractor").

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to analyze the current and future economic impacts of the City's minimum wage increases, and to provide the City and local businesses with mitigation strategies; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. **Scope of Work:** Contractor shall provide services described as follows:

Analyze the current and future economic impacts of the City's minimum wage increases, and to provide the City and local businesses with mitigation strategies.

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

2. **Compensation:** In consideration for the Contractor's satisfactory performance, City shall pay Contractor Forty-Eight Thousand dollars (\$48,000). Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than \$50,000; otherwise City Council approval is required.
3. **Standard Terms and Conditions:** The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B, are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. **Key Personnel/Subcontractors:** Contractor's shall provide the contact information for Key Personnel and Subcontractors (if any). Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. **City Representative:** The City Representative is Cliff Bryson, Assistant to the City Manager or his designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the Purchasing Director.
6. **City Cooperation:** City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

CONTRACT TERM

7. **Contract Term:** The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. This Contract shall be effective as of the date signed by both parties. Performance shall commence within the time specified on individual Service Orders and shall be completed on or before the agreed upon time consistent with the Schedule of Services.
8. **Renewal:** This Contract may be renewed or extended for up to two (2) additional one (1) one-year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

DATA AND RECORDS

9. **City Ownership of Document and Data:** Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
10. **Re-Use.** City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.
11. **Delivery of Document and Data:** Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

MISCELLANEOUS

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

To the City:

Cliff Bryson
Senior Management Analyst
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
cbryson@flagstaffaz.gov
Phone: (928) 213-2070

To Contractor:

Jim Rounds
President
Rounds Consulting Group, Inc.
51 W. 3rd Street, Suite E-110
Tempe, Arizona 85281
rounds@roundsconsulting.com
Phone: (480) 508-4911

With a copy to:

Patrick Brown, C.P.M., CPPB
Purchasing Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001
pbrown@flagstaffaz.gov
Phone: (928) 213-2277

With a copy to:

Louis Cordova
Vice President
Rounds Consulting Group, Inc.
51 W. 3rd Street, Suite E-110
Tempe, Arizona 85281
cordova@roundsconsulting.com
Phone: (480) 508-4911

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

CONTRACTOR


Print name: Jim Rounds

Title: President

Date: October 2, 2019


CITY OF FLAGSTAFF


Print name: Greg Clifton

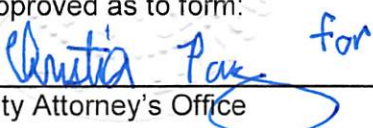
Title: City Manager

Date: OCTOBER 14, 2019

Attest:


City Clerk

Approved as to form:

 for
City Attorney's Office

Notice to Proceed issued: _____, 20____

EXHIBIT A
SCOPE OF WORK

I. GENERAL INFORMATION

The City of Flagstaff ("City"), is seeking Proposals from qualified Consultants or reputable Consulting Firms to analyze the current and future economic impacts of the City's incrementally increasing minimum wage and to assist businesses and local government alike with strategies for doing business differently.

The City is seeking to award a term contract to the Proposer that can best provide minimum wage consulting services outlined in the scope of work and provides the best overall value to the Flagstaff community.

The initial term of the contract will be for a three (3)-year period, with the ability to renew for up to two (2) additional one (1)-year terms by mutual written consent of the parties.

II. SCOPE OF WORK

A. Introduction

Comprehensive Analysis on the Impacts of an Increased Minimum Wage in Flagstaff

Introduction/ Background

In accordance with the passage of Proposition 414, a citizen's initiative, a new hourly minimum wage schedule was established on July 1, 2017 for individuals who worked or are expected to work 25 hours or more in a given calendar year within the city limits of Flagstaff, AZ. Incremental increases in the minimum wage are scheduled through 2022 and on January 1st, 2023, the Flagstaff minimum wage will be indexed to changes in the Consumer Price Index or will be \$2.00 above the State of Arizona minimum wage (whichever is higher).¹

Using the experience of the city of Flagstaff (hereby the City) and the experiences of other similar cities around the country, the City is seeking the services of a consultant to analyze the current and future economic impacts of the City's incrementally increasing minimum wage and to equip businesses and local government alike with mitigation strategies.

Objectives

¹ <https://flagstaff.az.gov/3520/Minimum-Wage>

The primary objectives of this research are three-fold;

- To provide information on the existing and future impacts of Flagstaff's incrementally increasing minimum wage² on businesses, workers and general economic health.
- To provide best practice recommendations for local businesses, non-profit organizations and state-subsidized programs as they navigate the current and future minimum wage increases.
- To provide best practice recommendations for the City of Flagstaff to support local businesses, including potential policy measures that could be implemented to foster a more robust and diverse economy.

Scope of Work

A. Baseline measurements

Using the years 2011 - 2016 as a baseline, this section of the study is intended to describe the City's "pre-increase" economic status, including trends for businesses, workers and the community as a whole. The following measurements are expected to be included in this section of the report.

1. Youth unemployment rate in Flagstaff;
2. Overall unemployment rate in Flagstaff;
3. Number of jobs available (at any payrate) in Flagstaff;
4. Number of small to medium enterprises in Flagstaff (broken into businesses with 1-50 employees and 51-100 employees);
5. Average monthly gross earnings of minimum wage workers in Flagstaff;
6. Average monthly gross earnings of non-minimum wage workers in Flagstaff;
7. Average weekly hours worked by minimum wage workers in Flagstaff;
8. Price of staple consumer goods in Flagstaff;
9. Average consumer spending rate in Flagstaff;
10. Turnover rate of minimum wage employees in Flagstaff;
11. Cost of living (aggregate of average cost of rent/ utilities/ transportation/ etc.) in Flagstaff;
12. Amount of commercial construction investment (CapX) in Flagstaff;
13. Amount of money employers paid employees in sick hours in Flagstaff;
14. Number of state-subsidized organizations operating in Flagstaff, disaggregated by sector.

The Consultant may propose that other measurements be included if such additional measurements would increase understanding of the impacts of Flagstaff's incrementally increasing minimum wage.

B. Current impact with control group

Examining the 2017-2019 period, this section of the study is intended to describe the initial impacts of the City's increased minimum wage, in comparison to a real or synthetic control community(ies). The State of Arizona may also be used as an additional control group.

1. Change in youth unemployment rate in Flagstaff as compared to change in control group;
2. Change in overall unemployment rate in Flagstaff as compared to change in control group;

² <https://flagstaff.az.gov/3520/Minimum-Wage>

3. Change in number of jobs available (at any payrate) in Flagstaff as compared to change in control group;
4. Change in number of small to medium enterprises in Flagstaff as compared to change in control group;
5. Change in average monthly gross earnings of minimum wage workers in Flagstaff as compared to change in control group;
6. Change in average monthly gross earnings of non-minimum wage workers in Flagstaff as compared to change in control group;
7. Change in average weekly hours worked by minimum wage workers in Flagstaff as compared to change in control group;
8. Change in price of staple consumer goods in Flagstaff as compared to change in control group;
9. Change in average consumer spending rate in Flagstaff as compared to change in a control group;
10. Change in turnover rate of minimum wage employees in Flagstaff as compared to change in control group;
11. Change in cost of living in Flagstaff as compared to change in control group;
12. Change in amount of commercial construction investment (CapX) in Flagstaff as compared to change in control group;
13. Change in amount of money employers paid employees in sick hours in Flagstaff as compared to change in control group;
14. Change in number of state-subsidized organizations operating in Flagstaff, disaggregated by sector, as compared to change in control group;
15. Estimate any loss in qualification for public benefits due to wage increase (SNAP, TANF, Housing vouchers, etc.);
16. Estimate any increases in automation within businesses.

C. Projected impact of future increases

As Proposition 414 calls for continued minimum wage increases with an indexing of the minimum wage against changes in the CPI occurring in 2023, this section of the study should examine the expected future economic impacts of planned minimum wage increases. Specifically, results should compare economic indicators in 2026 in Flagstaff in the case of continued minimum wage increases (as stipulated by Proposition 414) versus maintaining the current (2019) minimum wage. Special emphasis should be placed on examining the impacts of indexing the Flagstaff minimum wage against changes in the CPI. The following indicators should be examined:

1. Expected youth unemployment rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
2. Expected overall unemployment rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
3. Expected number of jobs available in Flagstaff in 2026, with and without post 2019 minimum wage increases;
4. Expected number of small to medium enterprises in Flagstaff in 2026, with and without post 2019 minimum wage increases;
5. Expected average monthly gross earnings of minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;

6. Expected average monthly gross earnings of non-minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;
7. Expected average weekly hours worked by minimum wage workers in Flagstaff in 2026, with and without post 2019 minimum wage increases;
8. Expected price of staple consumer goods in Flagstaff by 2026, with and without post 2019 minimum wage increases;
9. Expected average consumer spending rate in Flagstaff in 2026, with and without post 2019 minimum wage increases;
10. Expected turnover rate of minimum wage employees in Flagstaff in 2026, with and without post 2019 minimum wage increases;
11. Expected cost of living in Flagstaff in 2026, with and without post 2019 minimum wage increases;
12. Expected amount of commercial construction investment (CapX) in Flagstaff in 2026, with and without post 2019 minimum wage increases.

D. Case studies

To complement the information gathered on the City of Flagstaff in sections A-C, the Consultant is also requested to conduct a series of short case studies focused on cities around the US that have implemented a higher minimum wage than their state. The case studies should provide a narrative on the impacts of minimum wage in these cities and contextualize findings based on the unique circumstances of each locality studied. Special attention should be paid to factors such as impacts of an increased minimum wage on (youth) unemployment rates, business success rates and worker earnings in each of the cities studied.

E. Best practices toolkit

Lastly, the Consultant is asked to provide stakeholders impacted by an increased minimum wage with potential solutions. Specifically, the Consultant should produce a “toolkit” filled with ready-to-use techniques and methods designed to mitigate the effects of an increased minimum wage. Techniques and methods should be designed for implementation by different stakeholders, including for-profit businesses, non-profit organizations, state-subsidized organizations and municipal governments. The toolkit should focus on the following;

- Best practices implemented in other cities by for-profit businesses in adapting to an increased minimum wage and managing compaction effects;
- Best practices implemented in other cities by non-profit organizations in adapting to an increased minimum wage and managing compaction effects;
- Best practices implemented in other cities by state-subsidized organizations in adapting to an increased minimum wage and managing compaction effects;
- Best practices implemented in other cities by municipal governments in supporting businesses during a minimum wage increase;
- Best practices implemented in other cities by municipal governments in attracting new businesses or industries during a minimum wage increase.

Deliverables

The consultant will complete key deliverables by the agreed upon date. Deliverables for the project are listed below.

- Monthly update meetings between the Consultant and the City will occur during the third week of November and December of 2019 and the second week of January 2020. These meetings will take place in-person or digitally, depending on the location of the Consultant.
- The Consultant will submit a complete draft of a written report (including findings from sections A – D of the statement of work) to the City no later than the second week of January 2020.
- The Consultant will submit a complete draft of a “toolkit” (including findings from section E of the statement of work) to the City no later than the second week of January 2020.
- The Consultant will submit a final written report (including an executive summary and findings from sections A – D of the statement of work), to the City no later than January 31, 2020.
- The Consultant will submit a final “toolkit” (including findings from section E of the statement of work) to the City no later than January 31, 2020.

Intellectual Property Ownership

The City shall retain all rights, title, and interest in any and all deliverables regarding information (i.e., findings, reports, toolkit) developed by Consultant, its Affiliates and their personnel.

EXHIBIT B
STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Contractor shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
5. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

6. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
7. **QUALITY:** Contractor warrants that all materials supplied under this Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
8. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
9. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to City upon City's acceptance of the materials.
10. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
11. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery, and the City has completed

inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

- 12. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the contract a breach of the contract as a whole.
- 14. SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
- 15. LIENS:** All materials and other deliverables supplied to the City shall be free of all liens other than the security interest held by Contractor until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
- 16. CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

- 17. INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when goods were delivered or work performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
- 18. LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
- 19. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by

the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 20. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 21. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by City.
- 22. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by City.
- 23. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to City or fees and charges owed to City under this Contract.
- 24. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

- 25. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 26. **CONTROL:** Contractor shall be responsible for the control of the work.
- 27. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 28. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
- 29. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
- 30. **ACCEPTANCE:** If work is rejected by the City due to noncompliance with the Contract, The City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.
- 31. **WARRANTY:** Contractor warrants all work for a period of one (1) year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one-year warranty is in addition to, and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

- 32. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.
- 33. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 34. PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
- 35. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's Contract Administration Process. Contractor will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

- 36. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
- 37. INSURANCE:** Contractor shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
- 38. INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Contractor shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages, attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 39. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 40. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.

41. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
42. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
43. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
44. **ASSIGNMENT:** This Contract may be assigned by Contractor with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
45. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

46. **SUBCONTRACTING:** Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.
47. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02 Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
48. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.
49. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The

City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

- 50. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the agreement, not to engage in a boycott of Israel.

DEFAULT AND TERMINATION

- 51. TERMINATION FOR DEFAULT:** Prior to terminating this Contract for a material breach, the non-defaulting party shall give the defaulting party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the parties may execute all remedies available at law in addition Contract remedies provided for herein.
- 52. CITY REMEDIES:** In the event of Contractor's default, City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 53. CONTRACTOR REMEDIES:** In the event of City's default, Contractor may pursue all remedies available at law, except as provided for herein.
- 54. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 55. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 56. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.
- 57. TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Contractor is deemed in default, at any time if

the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

- 58. PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Contractor for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
- 59. CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
- 60. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 61. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
- 62. NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
- 63. THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 64. GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
- 65. FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 66. ATTORNEYS FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, professional fees and expenses.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Current Planning Manager
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE

Public Safety Development Fee Re-Adoption Update & Process

STAFF RECOMMENDED ACTION:

Receive Council direction on the proposed path forward for the re-adoption of the Public Safety Development (Impact) Fees.

EXECUTIVE SUMMARY:

Arizona Revised Statute 9-463.05, allows a municipality to assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, as well as, financing and professional services required for the preparation or revision of a development fee, including the required land use assumptions and infrastructure improvements plan. Municipalities are required to update their land use assumptions and infrastructure improvements plan at least every five years.

Development fees assessed by the City are required to result in a beneficial use to the development and may not exceed a proportionate share of the cost of necessary public services to the development. Development fees can only be used for public services identified in the adopted infrastructure improvements plan including construction, acquisition or expansion of public facilities. Development fees may not be used for repair, operation, or maintenance of existing or new public services or facility expansions.

INFORMATION:

The City contracted with TischlerBise to document Land Use Assumptions (LUA), prepare the Infrastructure Improvements Plan (IIP), and update development fees within the Flagstaff Development Fee Service Areas. This update of the City's Infrastructure Improvements Plan and associated update to its development fee includes both Fire and Police Facilities.

Flagstaff currently charges development fees to residential development based on the type of unit: single-family or multi-family. The updated plan proposes assessing fees per dwelling unit, based on the type of unit and number of bedrooms. For nonresidential development, the City currently charges development fees based on three development types: industrial/flex, commercial/retail, and office/institutional. The updated plan proposes three additional

development types: hotel, nursing home, and assisted living. Fees provided in the report represent the maximum allowable fees; however, the City may adopt fees that are less than the amounts provided in the report.

Should the City Council choose to continue the process to move towards the adoption of new fees, the proposed schedule for adoption is as follows:

December 4, 2019, and December 17, 2019

- Publish the notice of public hearing on Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP)
- Publish the draft plan on the City website

January 7, 2020 - City Council Discussion

- Presentation to Council by TischlerBise
- Council asked to provide direction on the process of adopting revised Public Safety Development Fees

February 18, 2020 - City Council Agenda Item

- Public hearing on LUA and IIP

March 18, 2020

- Provide notice of public hearing on development fees
- Publish draft fee report on the municipal website

April 7, 2020 - City Council Agenda Item

- Adopt LUA and IIP

May 19, 2020 - City Council Agenda Item

- Hold the public hearing on development fees

July 7, 2020 - City Council Agenda Item

- Adopt Public Safety Development Fees

September 21, 2020

- Updated Development Fees are effective

Attachments: Draft LU and IIP
 Presentation on Public Safety Fees

DRAFT
**Land Use Assumptions,
Infrastructure Improvements Plan,
and Development Fee Report**

**Prepared for:
Flagstaff, Arizona**

August 29, 2019



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EXECUTIVE SUMMARY

The City of Flagstaff, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the “IIP”), and update development fees within the Flagstaff Development Fee Service Area pursuant to Arizona Revised Statutes (“ARS”) § 9-436.05 (hereafter referred to as the “Enabling Legislation”). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development’s proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Flagstaff’s Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Police Facilities

This plan includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. “Necessary public service” means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011 and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park improvements.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

DEVELOPMENT FEE REPORT

METHODOLOGY

Development fees for the necessary public services made necessary by new development must be based on the same level of service (“LOS”) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each method has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methods for calculating development fees and how those methods can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion method documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Figure 1 summarizes service areas, methodologies, and infrastructure cost components for each necessary public service. Appendix E includes a map of the service area.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

| Necessary Public Services | Service Area | Cost Recovery | Incremental Expansion | Plan-Based | Cost Allocation |
|---------------------------|--------------|---------------|---|------------------------|--------------------------------|
| Fire | Flagstaff | N/A | Facilities, Apparatus, Communications Equipment | Development Fee Report | Peak Population, Jobs |
| Police | Flagstaff | N/A | Facilities, Vehicles, Communications Equipment | Development Fee Report | Peak Population, Vehicle Trips |

PROPOSED DEVELOPMENT FEES

Development fees for residential development will be assessed per dwelling unit, based on the type of unit and number of bedrooms. Nonresidential development fees will be assessed per square foot of floor area, based on the type of development. As directed by staff, the proposed development fee schedule varies residential fees based on the number of bedrooms. For nonresidential development, the proposed development fee schedule includes three additional development types: hotel, nursing home, and assisted living.

Fees shown below represent the maximum allowable fees. Flagstaff may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements and/or a decrease in Flagstaff's LOS standards. All costs in the Development Fee Report are in current dollars with no assumed inflation rate over time. If cost estimates change significantly over time, development fees should be recalibrated.

Figure 2: Proposed Development Fees

| Residential Development | Fees per Unit | | |
|-------------------------|---------------|--------|---------|
| Development Type | Fire | Police | Total |
| Single-Family Units | | | |
| 0-1 Bedrooms | \$778 | \$385 | \$1,163 |
| 2 Bedrooms | \$892 | \$442 | \$1,334 |
| 3 Bedrooms | \$1,071 | \$531 | \$1,602 |
| 4+ Bedrooms | \$1,357 | \$672 | \$2,029 |
| Multi-Family Units | | | |
| 0-1 Bedrooms | \$643 | \$319 | \$962 |
| 2 Bedrooms | \$896 | \$444 | \$1,340 |
| 3+ Bedrooms | \$1,352 | \$670 | \$2,022 |

| Nonresidential Development | Fees per Square Foot | | |
|----------------------------|----------------------|--------|--------|
| Development Type | Fire | Police | Total |
| Industrial / Flex | \$0.40 | \$0.10 | \$0.50 |
| Commercial / Retail | \$0.81 | \$0.78 | \$1.59 |
| Office / Institutional | \$1.03 | \$0.30 | \$1.33 |
| Hotel (per room) | \$202 | \$263 | \$465 |
| Nursing Home (per bed) | \$364 | \$96 | \$460 |
| Assisted Living (per bed) | \$212 | \$82 | \$294 |

CURRENT DEVELOPMENT FEES

Flagstaff currently charges development fees to residential development based on the type of unit: single family or multi-family. For nonresidential development, Flagstaff currently charges development fees based on three development types: industrial / flex, commercial / retail, and office / institutional. Shown below, Figure 3 includes current development fees.

Figure 3: Current Development Fees

| Residential Development | Fees per Unit | | |
|-------------------------|---------------|--------|-------|
| Development Type | Fire | Police | Total |
| Single Family | \$366 | \$182 | \$548 |
| Multi-Family | \$342 | \$170 | \$512 |

| Nonresidential Development | Fees per Square Foot | | |
|----------------------------|----------------------|--------|--------|
| Development Type | Fire | Police | Total |
| Industrial Flex | \$0.08 | \$0.03 | \$0.11 |
| Commercial | \$0.59 | \$0.29 | \$0.88 |
| Office | \$0.23 | \$0.11 | \$0.34 |

DIFFERENCE BETWEEN PROPOSED AND CURRENT DEVELOPMENT FEES

The differences between the proposed and current development fees are displayed below in Figure 4.

Figure 4: Difference Between Proposed and Current Development Fees

| Residential Development | Fees per Unit | | |
|-------------------------|---------------|--------|---------|
| Development Type | Fire | Police | Total |
| Single-Family Units | | | |
| 0-1 Bedrooms | \$412 | \$203 | \$615 |
| 2 Bedrooms | \$526 | \$260 | \$786 |
| 3 Bedrooms | \$705 | \$349 | \$1,054 |
| 4+ Bedrooms | \$991 | \$490 | \$1,481 |
| Multi-Family Units | | | |
| 0-1 Bedrooms | \$301 | \$149 | \$450 |
| 2 Bedrooms | \$554 | \$274 | \$828 |
| 3+ Bedrooms | \$1,010 | \$500 | \$1,510 |

| Nonresidential Development | Fees per Square Foot | | |
|----------------------------|----------------------|--------|--------|
| Development Type | Fire | Police | Total |
| Industrial / Flex | \$0.32 | \$0.07 | \$0.39 |
| Commercial / Retail | \$0.22 | \$0.49 | \$0.71 |
| Office / Institutional | \$0.80 | \$0.19 | \$0.99 |
| Hotel (per room) | N/A | N/A | N/A |
| Nursing Home (per bed) | N/A | N/A | N/A |
| Assisted Living (per bed) | N/A | N/A | N/A |

FIRE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the facilities and assets that can be included in the Fire Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation.”

The Fire Facilities IIP includes components for facilities, apparatus, communications equipment, and the cost of preparing the Fire Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for facilities, apparatus, and communications equipment. A plan-based methodology is used for the Development Fee Report.

Service Area

Flagstaff’s Fire Department strives to provide a uniform response time citywide, and its fire stations operate as an integrated network. The service area for the Fire Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees are assessed on both residential and nonresidential development based on functional population shown in Figure F1. Based on 2015 functional population data, residential development accounts for approximately 67 percent of functional population and nonresidential development is responsible for the remaining 33 percent.

Figure F1: Proportionate Share

| Demand Units in 2015 | | | | |
|---|--------|----|------------------|--------------|
| Residential | | | Demand Hours/Day | Person Hours |
| Population | 59,640 | | | |
| Residents Not Working | 29,181 | | 20 | 583,628 |
| Employed Residents | 30,459 | | | |
| Employed in Flagstaff | 19,842 | 14 | | 277,788 |
| Employed outside Flagstaff | 10,617 | 14 | | 148,638 |
| Residential Subtotal | | | | 1,010,054 |
| Residential Share | | | | 67% |
| Nonresidential | | | | |
| Non-working Residents | 29,181 | 4 | | 116,726 |
| Jobs Located in Flagstaff | 37,109 | | | |
| Residents Employed in Flagstaff | 19,842 | 10 | | 198,420 |
| Non-Resident Workers (inflow commuters) | 17,267 | 10 | | 172,670 |
| Nonresidential Subtotal | | | | 487,816 |
| Nonresidential Share | | | | 33% |
| Total | | | | 1,497,870 |

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure F2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays persons per household based on unit type and number of bedrooms. For nonresidential development, the table displays the number of jobs per thousand square feet of floor area.

Figure F2: Ratio of Service Unit to Development Unit

| Development Type | Persons per Household ¹ |
|------------------|------------------------------------|
| Single Family | |
| 0-1 Bedrooms | 1.91 |
| 2 Bedrooms | 2.19 |
| 3 Bedrooms | 2.63 |
| 4+ Bedrooms | 3.33 |
| Multi-Family | |
| 0-1 Bedrooms | 1.58 |
| 2 Bedrooms | 2.20 |
| 3+ Bedrooms | 3.32 |

| Development Type | Jobs per 1,000 Sq Ft ¹ |
|---------------------------|-----------------------------------|
| Industrial / Flex | 1.16 |
| Commercial / Retail | 2.34 |
| Office / Institutional | 2.97 |
| Hotel (per room) | 0.58 |
| Nursing Home (per bed) | 1.05 |
| Assisted Living (per bed) | 0.61 |

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Facilities – Incremental Expansion

The City of Flagstaff plans to expand its current inventory of fire facilities to serve future development. Shown below in Figure F3, Flagstaff's existing fire facilities include 55,500 square feet. Functional population provides the proportionate share of demand for fire facilities from residential and nonresidential development. Flagstaff's existing level of service for residential development is 0.4909 square feet per person (55,500 square feet X 67 percent residential share / 75,756 persons). The nonresidential level of service is 0.4146 square feet per job (55,500 square feet X 33 percent nonresidential share / 44,172 jobs).

Based on estimates provided by Flagstaff's Fire Department, construction of a 10,000-square-foot fire station will cost \$4.635 million and land acquisition will cost \$500,000 for approximately two acres – this results in a facility cost of \$514 per square foot. The cost is \$252.05 per person (0.4909 square feet per person X \$514 per square foot) and \$212.91 per job (0.4146 square feet per job X \$514 per square foot).

Figure F3: Existing Facilities Level of Service

| Description | Square Feet |
|------------------------|---------------|
| Station 1 | 8,000 |
| Station 2 | 10,000 |
| Station 3 | 10,000 |
| Station 4 | 6,500 |
| Station 5 | 8,000 |
| Station 6 | 8,000 |
| Wildfire Crew Station | 2,000 |
| Administrative Offices | 3,000 |
| Total | 55,500 |

| Cost Allocation Factors | |
|-----------------------------|-------------|
| Planned Station Cost | \$5,135,000 |
| Planned Station Square Feet | 10,000 |
| Cost per Square Foot | \$514 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|-----------------|
| Existing Square Feet | 55,500 |
| Residential | |
| Residential Share | 67% |
| 2019 Peak Population | 75,756 |
| Square Feet per Person | 0.4909 |
| Cost per Person | \$252.05 |
| Nonresidential | |
| Nonresidential Share | 33% |
| 2019 Jobs | 44,172 |
| Square Feet per Job | 0.4146 |
| Cost per Job | \$212.91 |

Source: Flagstaff Fire Department

Apparatus – Incremental Expansion

Development fees will be used to expand Flagstaff’s fleet of fire apparatus. The current inventory includes 42 units with a total replacement cost of \$15,736,000 – the average cost per unit is \$374,667. Flagstaff’s existing LOS for residential development is 0.0004 units per person (42 units X 67 percent residential share / 75,756 persons). The nonresidential level of service is 0.0003 units per job (42 units X 33 percent nonresidential share / 44,172 jobs). The cost is \$139.17 per person (0.0004 units per person X \$374,667 per unit) and \$117.56 per job (0.0003 units per job X \$374,667 per unit).

Figure F4: Existing Apparatus Level of Service

| Description | Units | Unit Cost ¹ | Replacement Cost |
|---------------------------------|-----------|------------------------|---------------------|
| 3/4-Ton 4x4 Truck (WFM) | 3 | \$90,000 | \$270,000 |
| 3/4-Ton 4x4 Truck (RTC) | 2 | \$80,000 | \$160,000 |
| Aerial Truck (Quint Ladder) | 2 | \$1,345,000 | \$2,690,000 |
| 4x4 SUV-Tahoe (BC/DC) | 3 | \$62,500 | \$187,500 |
| Rescue Vehicle | 2 | \$300,000 | \$600,000 |
| Engine Type 6 | 4 | \$210,000 | \$840,000 |
| 1/2-Ton 2WD Truck | 1 | \$30,000 | \$30,000 |
| Engine Type 1 | 8 | \$780,000 | \$6,240,000 |
| 4x4 SUV CRR | 7 | \$47,500 | \$332,500 |
| 1-Ton 4x4 Rescue Truck | 1 | \$90,000 | \$90,000 |
| Engine Type 3 | 3 | \$430,000 | \$1,290,000 |
| Water Tender Type 2 | 2 | \$415,000 | \$830,000 |
| HAZMAT Truck | 1 | \$675,000 | \$675,000 |
| Heavy Rescue | 1 | \$925,000 | \$925,000 |
| UTV | 2 | \$18,000 | \$36,000 |
| SCBA Packs/Bottles ² | | | \$540,000 |
| Total | 42 | \$374,667 | \$15,736,000 |

1. Includes the cost of equipment

2. Includes 90 SCBA packs/bottles with cost allocated to all apparatus

| Cost Allocation Factors | |
|-------------------------|-----------|
| Average Cost per Unit | \$374,667 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|----------|
| Existing Units | 42 |
| Residential | |
| Residential Share | 67% |
| 2019 Peak Population | 75,756 |
| Units per Person | 0.0004 |
| Cost per Person | \$139.17 |
| Nonresidential | |
| Nonresidential Share | 33% |
| 2019 Jobs | 44,172 |
| Units per Job | 0.0003 |
| Cost per Job | \$117.56 |

Source: Flagstaff Fire Department

Communications Equipment – Incremental Expansion

Flagstaff will use development fees to expand its inventory of communications equipment. The current inventory includes 235 units with a total replacement cost of \$1,587,500. The average cost for communications equipment is \$6,755 per unit.

As previously discussed, functional population is used to allocate the proportionate share of demand to residential and nonresidential development. Flagstaff's existing LOS for residential development is 0.0021 units per person (235 units X 67 percent residential share / 75,756 persons). The nonresidential level of service is 0.0018 units per job (235 units X 33 percent nonresidential share / 44,172 jobs). The cost is \$14.04 per person (0.0021 units per person X \$6,755 per unit) and \$11.86 per job (0.0018 units per job X \$6,755 per unit).

Figure F5: Existing Communications Equipment Level of Service

| Description | Units | Unit Cost | Replacement Cost |
|--------------------------|-------|-----------|------------------|
| Portable Radios 800mhz | 100 | \$8,000 | \$800,000 |
| Wildland VHF Radios | 60 | \$2,500 | \$150,000 |
| Mobile Radios 800mhz/VHF | 75 | \$8,500 | \$637,500 |
| Total | 235 | \$6,755 | \$1,587,500 |

| Cost Allocation Factors | |
|-------------------------|---------|
| Average Cost per Unit | \$6,755 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|---------|
| Existing Units | 235 |
| Residential | |
| Residential Share | 67% |
| 2019 Peak Population | 75,756 |
| Units per Person | 0.0021 |
| Cost per Person | \$14.04 |
| Nonresidential | |
| Nonresidential Share | 33% |
| 2019 Jobs | 44,172 |
| Units per Job | 0.0018 |
| Cost per Job | \$11.86 |

Source: Flagstaff Fire Department

IIP and Development Fee Report – Plan-Based

The cost to prepare the Fire Facilities IIP and development fees totals \$22,500. Flagstaff plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$2.25 per person and \$4.54 per job.

Figure F6: IIP and Development Fee Report

| Necessary Public Service | Cost | Proportionate Share | | Demand Unit | 5-Year Increase | Cost per Demand Unit |
|--------------------------|----------|---------------------|-----|-----------------|-----------------|----------------------|
| Fire | \$22,500 | Residential | 67% | Peak Population | 6,706 | \$2.25 |
| | | Nonresidential | 33% | Jobs | 1,635 | \$4.54 |
| Police | \$22,250 | Residential | 66% | Peak Population | 6,706 | \$2.19 |
| | | Nonresidential | 34% | Vehicle Trips | 5,854 | \$1.29 |
| Total | \$44,750 | | | | | |

FIRE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

The Flagstaff Fire Department identified necessary public services that are eligible for Fire Facilities development fees. These improvements, shown in Figure F7, total \$13,295,000 and a portion of this total can be funded with development fees.

Figure F7: Fire Facilities Infrastructure Improvements Plan

| Description | Units | Total Cost |
|---------------------------------------|--------------|--------------|
| Fire Station 7 - Building & Equipment | 10,000 sq ft | \$4,635,000 |
| Fire Station 7 - Land | 2 acres | \$500,000 |
| Fire Station 8 - Building & Equipment | 10,000 sq ft | \$4,635,000 |
| Fire Station 8 - Land | 2 acres | \$500,000 |
| Type 1 Engine ¹ | 1 | \$780,000 |
| Quint ¹ | 1 | \$1,345,000 |
| Rescue ¹ | 1 | \$300,000 |
| Type 3 Engine ¹ | 1 | \$430,000 |
| SCBAs (Quint, Engine, Rescue) | 10 | \$60,000 |
| Type 1 Engine Radios | 5 | \$35,000 |
| Quint Radios | 5 | \$35,000 |
| Rescue Radios | 5 | \$40,000 |
| Total | | \$13,295,000 |

Source: Flagstaff Fire Department

1. Includes equipment

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Facilities

Shown in Figure F8, Flagstaff’s peak population is projected to increase by 13,412 persons by 2029, and employment is projected to increase by 3,270 jobs during the same period. Using the 2019 LOS, future residential development will demand 6,584 additional square feet of fire facilities (13,412 additional persons X 0.4909 square feet per person), and future nonresidential development will demand 1,356 additional square feet of fire facilities (3,270 additional jobs X 0.4146 square feet per job). Based on demand for 7,939 square feet of new fire facilities and an average cost of \$514 per square foot, the growth-related expenditure on facilities is \$4,076,760.

Figure F8: Projected Demand for Facilities

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Sq. Ft. |
|------------------------|--------------------|-------------|------------------|
| Facilities | 0.4909 Square Feet | per Person | \$514 |
| | 0.4146 Square Feet | per Job | |

| Demand for Facilities | | | | | |
|-----------------------|-----------------|--------|-------------|----------------|--------|
| Year | Peak Population | Jobs | Residential | Nonresidential | Total |
| 2019 | 75,756 | 44,172 | 37,185 | 18,315 | 55,500 |
| 2020 | 77,097 | 44,499 | 37,843 | 18,451 | 56,294 |
| 2021 | 78,438 | 44,826 | 38,502 | 18,586 | 57,088 |
| 2022 | 79,780 | 45,153 | 39,160 | 18,722 | 57,882 |
| 2023 | 81,121 | 45,480 | 39,818 | 18,857 | 58,676 |
| 2024 | 82,462 | 45,807 | 40,477 | 18,993 | 59,470 |
| 2025 | 83,803 | 46,134 | 41,135 | 19,128 | 60,263 |
| 2026 | 85,145 | 46,461 | 41,793 | 19,264 | 61,057 |
| 2027 | 86,486 | 46,788 | 42,452 | 19,400 | 61,851 |
| 2028 | 87,827 | 47,115 | 43,110 | 19,535 | 62,645 |
| 2029 | 89,168 | 47,441 | 43,769 | 19,671 | 63,439 |
| 10-Yr Increase | 13,412 | 3,270 | 6,584 | 1,356 | 7,939 |

| | | | |
|-----------------------------|-------------|-----------|-------------|
| Growth-Related Expenditures | \$3,380,637 | \$696,124 | \$4,076,760 |
|-----------------------------|-------------|-----------|-------------|

Apparatus

Shown in Figure F9, peak population is projected to increase by 13,412 persons citywide by 2029, and citywide employment is projected to increase by 3,270 jobs during the same period. Using the 2019 LOS, future residential development generates demand for five additional apparatus (0.0004 units per person X 13,412 additional persons), and future nonresidential development generates demand for one additional apparatus (0.0003 units per job X 3,270 additional jobs). The 10-year demand for additional apparatus equals six units at a cost of \$2,251,747.

Figure F9: Projected Demand for Apparatus

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Unit |
|------------------------|------------------|-------------|---------------|
| Apparatus | 0.0004 Units | per Person | \$374,667 |
| | 0.0003 Units | per Job | |

| Demand for Apparatus | | | | | |
|----------------------|-----------------|--------|-------------|----------------|-------|
| Year | Peak Population | Jobs | Residential | Nonresidential | Total |
| 2019 | 75,756 | 44,172 | 28.1 | 13.9 | 42.0 |
| 2020 | 77,097 | 44,499 | 28.6 | 14.0 | 42.6 |
| 2021 | 78,438 | 44,826 | 29.1 | 14.1 | 43.2 |
| 2022 | 79,780 | 45,153 | 29.6 | 14.2 | 43.8 |
| 2023 | 81,121 | 45,480 | 30.1 | 14.3 | 44.4 |
| 2024 | 82,462 | 45,807 | 30.6 | 14.4 | 45.0 |
| 2025 | 83,803 | 46,134 | 31.1 | 14.5 | 45.6 |
| 2026 | 85,145 | 46,461 | 31.6 | 14.6 | 46.2 |
| 2027 | 86,486 | 46,788 | 32.1 | 14.7 | 46.8 |
| 2028 | 87,827 | 47,115 | 32.6 | 14.8 | 47.4 |
| 2029 | 89,168 | 47,441 | 33.1 | 14.9 | 48.0 |
| 10-Yr Increase | 13,412 | 3,270 | 5.0 | 1.0 | 6.0 |

| | | | |
|-----------------------------|-------------|-----------|-------------|
| Growth-Related Expenditures | \$1,865,840 | \$385,907 | \$2,251,747 |
|-----------------------------|-------------|-----------|-------------|

Communications Equipment

Shown in Figure F10, peak population is projected to increase by 13,412 persons citywide by 2029, and citywide employment is projected to increase by 3,270 jobs during the same period. Using the 2019 LOS, future residential development generates demand for 27.9 additional units (0.0021 units per person X 13,412 additional persons), and future nonresidential development generates demand for 5.7 additional units (0.0018 units per job X 3,270 additional jobs). The 10-year demand for additional communications equipment equals 33.6 units at a cost of \$227,114.

Figure F10: Projected Demand for Communications Equipment

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Unit |
|--------------------------|------------------|-------------|---------------|
| Communications Equipment | 0.0021 Units | per Person | \$6,755 |
| | 0.0018 Units | per Job | |

| Demand for Communications Equipment | | | | | |
|-------------------------------------|-----------------|--------|-------------|----------------|-------|
| Year | Peak Population | Jobs | Residential | Nonresidential | Total |
| 2019 | 75,756 | 44,172 | 157.5 | 77.6 | 235.0 |
| 2020 | 77,097 | 44,499 | 160.2 | 78.1 | 238.4 |
| 2021 | 78,438 | 44,826 | 163.0 | 78.7 | 241.7 |
| 2022 | 79,780 | 45,153 | 165.8 | 79.3 | 245.1 |
| 2023 | 81,121 | 45,480 | 168.6 | 79.8 | 248.4 |
| 2024 | 82,462 | 45,807 | 171.4 | 80.4 | 251.8 |
| 2025 | 83,803 | 46,134 | 174.2 | 81.0 | 255.2 |
| 2026 | 85,145 | 46,461 | 177.0 | 81.6 | 258.5 |
| 2027 | 86,486 | 46,788 | 179.8 | 82.1 | 261.9 |
| 2028 | 87,827 | 47,115 | 182.5 | 82.7 | 265.3 |
| 2029 | 89,168 | 47,441 | 185.3 | 83.3 | 268.6 |
| 10-Yr Increase | 13,412 | 3,270 | 27.9 | 5.7 | 33.6 |

| | | | |
|-----------------------------|-----------|----------|-----------|
| Growth-Related Expenditures | \$188,338 | \$38,776 | \$227,114 |
|-----------------------------|-----------|----------|-----------|

FIRE FACILITIES DEVELOPMENT FEES

Infrastructure components and cost factors for Fire Facilities are summarized in the upper portion of Figure F11. The cost per service unit for Fire Facilities is \$407.51 per person and \$346.87 per job.

Fire Facilities development fees for residential development are assessed according to the number of persons per household, based on unit type and number of bedrooms. For a single-family unit with three bedrooms, the fee of \$1,071 is calculated using a cost per service unit of \$407.51 per person multiplied by a demand unit of 2.63 persons per household.

Nonresidential development fees are calculated using jobs as the service unit. The fee of \$0.81 per square foot of commercial development is derived from a cost per service unit of \$346.87 per job, multiplied by a demand unit of 2.34 jobs per 1,000 square feet, divided by 1,000.

Figure F11: Schedule of Fire Facilities Development Fees

| Fee Component | Cost per Person | Cost per Job |
|--------------------------|-----------------|--------------|
| Facilities | \$252.05 | \$212.91 |
| Apparatus | \$139.17 | \$117.56 |
| Communications Equipment | \$14.04 | \$11.86 |
| Development Fee Report | \$2.25 | \$4.54 |
| Total | \$407.51 | \$346.87 |

| Residential Development | Fees per Unit | | | |
|-------------------------|------------------------------------|---------------|--------------|---------|
| Development Type | Persons per Household ¹ | Proposed Fees | Current Fees | Change |
| Single-Family Units | | | | |
| 0-1 Bedrooms | 1.91 | \$778 | \$366 | \$412 |
| 2 Bedrooms | 2.19 | \$892 | \$366 | \$526 |
| 3 Bedrooms | 2.63 | \$1,071 | \$366 | \$705 |
| 4+ Bedrooms | 3.33 | \$1,357 | \$366 | \$991 |
| Multi-Family Units | | | | |
| 0-1 Bedrooms | 1.58 | \$643 | \$342 | \$301 |
| 2 Bedrooms | 2.20 | \$896 | \$342 | \$554 |
| 3+ Bedrooms | 3.32 | \$1,352 | \$342 | \$1,010 |

| Nonresidential Development | Fees per Square Foot | | | |
|----------------------------|-----------------------------------|---------------|--------------|--------|
| Development Type | Jobs per 1,000 Sq Ft ¹ | Proposed Fees | Current Fees | Change |
| Industrial / Flex | 1.16 | \$0.40 | \$0.08 | \$0.32 |
| Commercial / Retail | 2.34 | \$0.81 | \$0.59 | \$0.22 |
| Office / Institutional | 2.97 | \$1.03 | \$0.23 | \$0.80 |
| Hotel (per room) | 0.58 | \$202 | N/A | N/A |
| Nursing Home (per bed) | 1.05 | \$364 | N/A | N/A |
| Assisted Living (per bed) | 0.61 | \$212 | N/A | N/A |

1. See Land Use Assumptions

FIRE FACILITIES DEVELOPMENT FEE REVENUE

A revenue credit/offset is not necessary for Fire Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected fee revenue shown in Figure F12 is based on the development projections in the *Land Use Assumptions* document and the updated Fire Facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue is \$6,578,077 over the next 10 years, and the projected growth-related cost of fire infrastructure is \$6,578,121.

Figure F12: Projected Fire Facilities Development Fee Revenue

| | | Fee Component | Growth Share | Existing Share | Total |
|--|--|--------------------------|--------------------|----------------|--------------------|
| | | Facilities | \$4,076,760 | \$0 | \$4,076,760 |
| | | Apparatus | \$2,251,747 | \$0 | \$2,251,747 |
| | | Communications Equipment | \$227,114 | \$0 | \$227,114 |
| | | Development Fee Report | \$22,500 | \$0 | \$22,500 |
| | | Total | \$6,578,121 | \$0 | \$6,578,121 |

| | | Single Family \$1,083 per unit | Multi-Family \$868 per unit | Ind / Flex \$0.40 per Sq Ft | Comm / Retail \$0.81 per Sq Ft | Office / Inst \$1.03 per Sq Ft |
|-------------------|------|--------------------------------------|-----------------------------------|-----------------------------------|--------------------------------------|--------------------------------------|
| Year | | Hsg Unit | Hsg Unit | KSF | KSF | KSF |
| Base | 2019 | 14,441 | 12,565 | 4,987 | 7,360 | 5,344 |
| Year 1 | 2020 | 14,705 | 12,865 | 4,992 | 7,434 | 5,394 |
| Year 2 | 2021 | 14,969 | 13,165 | 4,997 | 7,508 | 5,444 |
| Year 3 | 2022 | 15,233 | 13,465 | 5,002 | 7,582 | 5,494 |
| Year 4 | 2023 | 15,497 | 13,765 | 5,007 | 7,655 | 5,544 |
| Year 5 | 2024 | 15,761 | 14,065 | 5,012 | 7,729 | 5,594 |
| Year 6 | 2025 | 16,025 | 14,365 | 5,017 | 7,803 | 5,644 |
| Year 7 | 2026 | 16,289 | 14,665 | 5,022 | 7,877 | 5,694 |
| Year 8 | 2027 | 16,553 | 14,965 | 5,027 | 7,950 | 5,744 |
| Year 9 | 2028 | 16,817 | 15,265 | 5,032 | 8,024 | 5,794 |
| Year 10 | 2029 | 17,081 | 15,565 | 5,037 | 8,098 | 5,844 |
| 10-Year Increase | | 2,640 | 3,000 | 50 | 737 | 500 |
| Projected Revenue | | \$2,853,830 | \$2,596,829 | \$20,113 | \$595,457 | \$511,847 |

| | |
|-----------------------|-------------|
| Projected Fee Revenue | \$6,578,077 |
| Total Expenditures | \$6,578,121 |

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the facilities and assets that can be included in the Police Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

The Police Facilities IIP includes components for facilities, vehicles, communications equipment, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for facilities, vehicles, and communications equipment. A plan-based methodology is used for the Development Fee Report.

Service Area

Flagstaff’s Police Department strives to provide a uniform response time citywide. The service area for the Police Facilities IIP is citywide.

Proportionate Share

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Police Facilities IIP and development fees are assessed on both residential and nonresidential development based calls for service shown in Figure P1. Based on 2015-2018 calls for service data, residential development accounts for approximately 66 percent of demand for police services and nonresidential development is responsible for the remaining 34 percent.

Figure P1: Proportionate Share

| Year | Residential | Nonresidential |
|---------|-------------|----------------|
| 2015 | 63% | 37% |
| 2016 | 72% | 28% |
| 2017 | 65% | 35% |
| 2018 | 64% | 36% |
| Average | 66% | 34% |

Source: Flagstaff Police Department

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure P2 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the persons per household based on unit type and number of bedrooms. For nonresidential development, the table displays the number of vehicle trips generated per thousand square feet of floor area.

Figure P2: Ratio of Service Unit to Development Unit

| Development Type | Persons per Household ¹ |
|------------------|------------------------------------|
| Single Family | |
| 0-1 Bedrooms | 1.91 |
| 2 Bedrooms | 2.19 |
| 3 Bedrooms | 2.63 |
| 4+ Bedrooms | 3.33 |
| Multi-Family | |
| 0-1 Bedrooms | 1.58 |
| 2 Bedrooms | 2.20 |
| 3+ Bedrooms | 3.32 |

| Development Type | AWVTE per 1,000 Sq Ft ¹ | Trip Adjustment | AWVT per 1,000 Sq Ft ¹ |
|---------------------------|------------------------------------|-----------------|-----------------------------------|
| Industrial / Flex | 3.37 | 50% | 1.69 |
| Commercial / Retail | 37.75 | 33% | 12.46 |
| Office / Institutional | 9.74 | 50% | 4.87 |
| Hotel (per room) | 8.36 | 50% | 4.18 |
| Nursing Home (per bed) | 3.06 | 50% | 1.53 |
| Assisted Living (per bed) | 2.60 | 50% | 1.30 |

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Facilities – Incremental Expansion

Flagstaff plans to use development fees to expand its current inventory of police facilities. Shown below in Figure P3, Flagstaff’s existing police facilities include 43,172 square feet.

Calls for service provide the proportionate share of demand for police facilities from residential and nonresidential development. Flagstaff’s existing level of service for residential development is 0.3761 square feet per person (43,172 square feet X 66 percent residential share / 75,756 persons). The nonresidential level of service is 0.1164 square feet per vehicle trip (43,172 square feet X 34 percent / 126,120 vehicle trips). Using estimates for the planned LEAF expansion, the cost is \$375 per square foot (\$3,000,000 / 8,000 square feet). The cost is \$141.05 per person (0.3761 square feet per person X \$375 per square foot) and \$43.64 per vehicle trip (0.1323 square feet per vehicle trip X \$375 per square foot).

Figure P3: Existing Facilities Level of Service

| Description | Square Feet |
|----------------------|---------------|
| LEAF Facility | 31,148 |
| Commerce Warehouse | 9,000 |
| Southside Substation | 64 |
| Sunnyside Substation | 400 |
| Pod Storage | 2,560 |
| Total | 43,172 |

| Cost Allocation Factors | |
|-------------------------|-------|
| Cost per Square Foot | \$375 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|-----------------|
| Existing Square Feet | 43,172 |
| Residential | |
| Residential Share | 66% |
| 2019 Peak Population | 75,756 |
| Square Feet per Person | 0.3761 |
| Cost per Person | \$141.05 |
| Nonresidential | |
| Nonresidential Share | 34% |
| 2019 Vehicle Trips | 126,120 |
| Square Feet per Vehicle Trip | 0.1164 |
| Cost per Vehicle Trip | \$43.64 |

Source: Flagstaff Police Department

Vehicles – Incremental Expansion

Development fees will be used to expand Flagstaff’s inventory of police vehicles. Figure P4 lists the current vehicles used by Flagstaff’s Police Department – 91 units with a replacement cost of \$4,491,898, or \$49,362 per unit. Calls for service are used to allocate the proportionate share of demand to residential and nonresidential development. The level of service for residential development is 0.0008 units per person (91 units X 66 percent residential share / 75,756 persons). The nonresidential level of service is 0.0002 units per vehicle trip (91 units X 34 percent nonresidential share / 126,120 vehicle trips). The cost is \$39.13 per person (\$49,362 per unit X 0.0008 units per person) and \$12.11 per vehicle trip (\$49,362 per unit X 0.0002 units per vehicle trip).

Figure P4: Existing Vehicles Level of Service

| Description | Units | Unit Cost ¹ | Replacement Cost |
|----------------------------------|-----------|------------------------|--------------------|
| Patrol Sedans | 42 | \$60,000 | \$2,520,000 |
| Patrol Motorcycles | 6 | \$35,000 | \$210,000 |
| Patrol Motorcycle Trainer | 3 | \$11,480 | \$34,440 |
| Patrol Truck 4X4 | 1 | \$28,594 | \$28,594 |
| Prisoner Transport Van | 1 | \$44,220 | \$44,220 |
| Patrol Surveillance Van | 1 | \$40,000 | \$40,000 |
| Bomb Squad Vehicle | 1 | \$176,028 | \$176,028 |
| Bomb Squad Trailer | 1 | \$85,038 | \$85,038 |
| SWAT Armored Vehicle | 1 | \$295,000 | \$295,000 |
| DUI Van | 1 | \$60,377 | \$60,377 |
| Radar/Sign Board Trailer | 3 | \$25,511 | \$76,533 |
| Full Service Sedan | 23 | \$29,000 | \$667,000 |
| Street Crimes Task Force Vehicle | 4 | \$36,779 | \$147,116 |
| Utility Trailer | 1 | \$3,720 | \$3,720 |
| Animal Control Truck 4X4 | 2 | \$51,916 | \$103,832 |
| Total | 91 | \$49,362 | \$4,491,898 |

1. Includes the cost of equipment

| Cost Allocation Factors | |
|-------------------------|----------|
| Average Cost per Unit | \$49,362 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|---------|
| Existing Units | 91 |
| Residential | |
| Residential Share | 66% |
| 2019 Peak Population | 75,756 |
| Units per Person | 0.0008 |
| Cost per Person | \$39.13 |
| Nonresidential | |
| Nonresidential Share | 34% |
| 2019 Vehicle Trips | 126,120 |
| Units per Vehicle Trip | 0.0002 |
| Cost per Vehicle Trip | \$12.11 |

Source: Flagstaff Police Department

Communications Equipment – Incremental Expansion

Flagstaff will use development fees to expand its inventory of communications equipment. The current inventory includes 247 units with a total replacement cost of \$2,257,500. The average cost for communications equipment is \$9,140 per unit.

Calls for service are used to allocate the proportionate share of demand to residential and nonresidential development. Flagstaff's existing level of service for residential development is 0.0022 units per person (247 units X 66 percent residential share / 75,756 persons). The nonresidential level of service is 0.0007 units per vehicle trip (247 units X 34 percent nonresidential share / 126,120 vehicle trips). The cost is \$19.67 per person (\$9,140 per unit X 0.0022 units per person) and \$6.09 per vehicle trip (\$9,140 per unit X 0.0007 units per vehicle trip).

Figure P5: Existing Communications Equipment Level of Service

| Description | Units | Unit Cost | Replacement Cost |
|--------------------------|------------|----------------|--------------------|
| Portable Radios 800mhz | 154 | \$8,000 | \$1,232,000 |
| Mobile Radios 800mhz/VHF | 83 | \$8,500 | \$705,500 |
| Dispatch Consoles | 10 | \$32,000 | \$320,000 |
| Total | 247 | \$9,140 | \$2,257,500 |

| Cost Allocation Factors | |
|-------------------------|---------|
| Average Cost per Unit | \$9,140 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|----------------|
| Existing Units | 247 |
| Residential | |
| Residential Share | 66% |
| 2019 Peak Population | 75,756 |
| Units per Person | 0.0022 |
| Cost per Person | \$19.67 |
| Nonresidential | |
| Nonresidential Share | 34% |
| 2019 Vehicle Trips | 126,120 |
| Units per Vehicle Trip | 0.0007 |
| Cost per Vehicle Trip | \$6.09 |

Source: Flagstaff Police Department

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report totals \$22,250. Flagstaff plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$2.19 per person and \$1.29 per vehicle trip.

Figure P6: IIP and Development Fee Report

| Necessary Public Service | Cost | Proportionate Share | | Demand Unit | 5-Year Increase | Cost per Demand Unit |
|--------------------------|----------|---------------------|-----|-----------------|-----------------|----------------------|
| Fire | \$22,500 | Residential | 67% | Peak Population | 6,706 | \$2.25 |
| | | Nonresidential | 33% | Jobs | 1,635 | \$4.54 |
| Police | \$22,250 | Residential | 66% | Peak Population | 6,706 | \$2.19 |
| | | Nonresidential | 34% | Vehicle Trips | 5,854 | \$1.29 |
| Total | \$44,750 | | | | | |

POLICE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN

The Flagstaff Police Department identified necessary public services that are eligible for Police Facilities development fees. These improvements, shown in Figure P7, total \$7,540,000 and a portion of this total can be funded with development fees.

Figure P7: Police Facilities Infrastructure Improvements Plan

| Description | Units | Total Cost |
|---------------------------------|-------|-------------|
| Metal Building on Commerce Site | | \$3,000,000 |
| Dispatch Expansion | | \$600,000 |
| LEAF Expansion | | \$3,000,000 |
| Patrol Vehicles | 10 | \$600,000 |
| Patrol Motorcycles | 4 | \$140,000 |
| Portable Radios 800mhz | 25 | \$200,000 |
| Mobile Radios 800mhz/VHF | 10 | \$85,000 |
| Dispatch Consoles | 2 | \$64,000 |
| Total | | \$7,540,000 |

Source: Flagstaff Police Department

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Facilities

Over the next 10 years, Flagstaff’s peak population is projected to increase by 13,412 persons and nonresidential vehicle trips are projected to increase by 11,707. Using the 2019 LOS standards shown at the top of Figure P8, future residential development generates demand for 5,045 additional square feet of police facilities (0.3761 square feet per person X 13,412 additional persons), and future nonresidential development generates demand for 1,363 additional square feet of police facilities (0.1164 square feet per vehicle trip X 11,707 additional vehicle trips). The 10-year demand for additional police facilities equals 6,407 square feet at a cost of \$2,407,719.

Figure P8: Projected Demand for Facilities

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Sq. Ft. |
|------------------------|--------------------|------------------|------------------|
| Facilities | 0.3761 Square Feet | per Person | \$375 |
| | 0.1164 Square Feet | per Vehicle Trip | |

| Demand for Facilities | | | | | |
|-----------------------|-----------------|---------------|-------------|----------------|--------|
| Year | Peak Population | Vehicle Trips | Residential | Nonresidential | Total |
| 2019 | 75,756 | 126,120 | 28,494 | 14,678 | 43,172 |
| 2020 | 77,097 | 127,290 | 28,998 | 14,815 | 43,813 |
| 2021 | 78,438 | 128,461 | 29,502 | 14,951 | 44,453 |
| 2022 | 79,780 | 129,632 | 30,007 | 15,087 | 45,094 |
| 2023 | 81,121 | 130,803 | 30,511 | 15,223 | 45,735 |
| 2024 | 82,462 | 131,973 | 31,016 | 15,360 | 46,376 |
| 2025 | 83,803 | 133,144 | 31,520 | 15,496 | 47,016 |
| 2026 | 85,145 | 134,315 | 32,025 | 15,632 | 47,657 |
| 2027 | 86,486 | 135,485 | 32,529 | 15,769 | 48,298 |
| 2028 | 87,827 | 136,656 | 33,034 | 15,905 | 48,939 |
| 2029 | 89,168 | 137,827 | 33,538 | 16,041 | 49,579 |
| 10-Yr Increase | 13,412 | 11,707 | 5,045 | 1,363 | 6,407 |

| | | | |
|-----------------------------|-------------|-----------|-------------|
| Growth-Related Expenditures | \$1,891,767 | \$510,952 | \$2,402,719 |
|-----------------------------|-------------|-----------|-------------|

Vehicles

Shown in Figure P9, peak population is projected to increase by 13,12 persons by 2029, and nonresidential vehicle trips will increase by 11,707 trips during the same period. Using the 2019 LOS standards shown in Figure P9, future residential development generates demand for 10.6 additional units (0.0008 units per person X 13,412 additional persons), and future nonresidential development generates demand for 2.9 additional units (0.0002 units per vehicle trip X 11,707 additional vehicle trips). The 10-year demand for additional police vehicles equals 13.5 units at a cost of \$666,652.

Figure P9: Projected Demand for Vehicles

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Unit |
|------------------------|------------------|------------------|---------------|
| Vehicles | 0.0008 Units | per Person | \$49,362 |
| | 0.0002 Units | per Vehicle Trip | |

| Demand for Vehicles | | | | | |
|---------------------|-----------------|---------------|-------------|----------------|-------|
| Year | Peak Population | Vehicle Trips | Residential | Nonresidential | Total |
| 2019 | 75,756 | 126,120 | 60.1 | 30.9 | 91.0 |
| 2020 | 77,097 | 127,290 | 61.1 | 31.2 | 92.4 |
| 2021 | 78,438 | 128,461 | 62.2 | 31.5 | 93.7 |
| 2022 | 79,780 | 129,632 | 63.3 | 31.8 | 95.1 |
| 2023 | 81,121 | 130,803 | 64.3 | 32.1 | 96.4 |
| 2024 | 82,462 | 131,973 | 65.4 | 32.4 | 97.8 |
| 2025 | 83,803 | 133,144 | 66.4 | 32.7 | 99.1 |
| 2026 | 85,145 | 134,315 | 67.5 | 33.0 | 100.5 |
| 2027 | 86,486 | 135,485 | 68.6 | 33.2 | 101.8 |
| 2028 | 87,827 | 136,656 | 69.6 | 33.5 | 103.2 |
| 2029 | 89,168 | 137,827 | 70.7 | 33.8 | 104.5 |
| 10-Yr Increase | 13,412 | 11,707 | 10.6 | 2.9 | 13.5 |

| | | | |
|-----------------------------|-----------|-----------|-----------|
| Growth-Related Expenditures | \$524,885 | \$141,767 | \$666,652 |
|-----------------------------|-----------|-----------|-----------|

Communications Equipment

Shown in Figure P10, peak population is projected to increase by 13,12 persons by 2029, and nonresidential vehicle trips will increase by 11,707 trips during the same period. Using the 2019 LOS standards shown in Figure P10, future residential development generates demand for 28.9 additional units (0.0022 units per person X 13,412 additional persons), and future nonresidential development generates demand for 7.8 additional units (0.0007 units per vehicle trip X 11,707 additional vehicle trips). The 10-year demand for additional communications equipment equals 36.7 units at a cost of \$335,041.

Figure P10: Projected Demand for Communications Equipment

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Unit |
|--------------------------|------------------|------------------|---------------|
| Communications Equipment | 0.0022 Units | per Person | \$9,140 |
| | 0.0007 Units | per Vehicle Trip | |

| Demand for Communications Equipment | | | | | |
|-------------------------------------|-----------------|---------------|-------------|----------------|-------|
| Year | Peak Population | Vehicle Trips | Residential | Nonresidential | Total |
| 2019 | 75,756 | 126,120 | 163.0 | 84.0 | 247.0 |
| 2020 | 77,097 | 127,290 | 165.9 | 84.8 | 250.7 |
| 2021 | 78,438 | 128,461 | 168.8 | 85.5 | 254.3 |
| 2022 | 79,780 | 129,632 | 171.7 | 86.3 | 258.0 |
| 2023 | 81,121 | 130,803 | 174.6 | 87.1 | 261.7 |
| 2024 | 82,462 | 131,973 | 177.5 | 87.9 | 265.3 |
| 2025 | 83,803 | 133,144 | 180.3 | 88.7 | 269.0 |
| 2026 | 85,145 | 134,315 | 183.2 | 89.4 | 272.7 |
| 2027 | 86,486 | 135,485 | 186.1 | 90.2 | 276.3 |
| 2028 | 87,827 | 136,656 | 189.0 | 91.0 | 280.0 |
| 2029 | 89,168 | 137,827 | 191.9 | 91.8 | 283.7 |
| 10-Yr Increase | 13,412 | 11,707 | 28.9 | 7.8 | 36.7 |

| | | | |
|-----------------------------|-----------|----------|-----------|
| Growth-Related Expenditures | \$263,792 | \$71,248 | \$335,041 |
|-----------------------------|-----------|----------|-----------|

POLICE FACILITIES DEVELOPMENT FEES

Police Facilities Development Fees

Infrastructure components and cost factors for Police Facilities are summarized in the upper portion of Figure P11. The cost per service unit for Police Facilities is \$202.04 per person and \$63.13 per vehicle trip.

Police Facilities development fees for residential development are assessed according to the number of persons per household, based on unit type and number of bedrooms. For a single-family unit with three bedrooms, the fee of \$531 is calculated using a cost per service unit of \$202.04 per person multiplied by a demand unit of 2.63 persons per household.

Nonresidential development fees are calculated using vehicle trips as the service unit. The fee of \$0.78 per square foot of commercial development is derived from a cost per service unit of \$63.13 per vehicle trip, multiplied by a demand unit of 12.46 vehicle trips per 1,000 square feet, divided by 1,000.

Figure P11: Schedule of Police Facilities Development Fees

| Fee Component | Cost per Person | Cost per Veh Trip |
|--------------------------|-----------------|-------------------|
| Facilities | \$141.05 | \$43.64 |
| Vehicles | \$39.13 | \$12.11 |
| Communications Equipment | \$19.67 | \$6.09 |
| Development Fee Report | \$2.19 | \$1.29 |
| Total | \$202.04 | \$63.13 |

| Residential Development | Fees per Unit | | | |
|----------------------------|------------------------------------|---------------|--------------|--------|
| Development Type | Persons per Household ¹ | Proposed Fees | Current Fees | Change |
| Single-Family Units | | | | |
| 0-1 Bedrooms | 1.91 | \$385 | \$182 | \$203 |
| 2 Bedrooms | 2.19 | \$442 | \$182 | \$260 |
| 3 Bedrooms | 2.63 | \$531 | \$182 | \$349 |
| 4+ Bedrooms | 3.33 | \$672 | \$182 | \$490 |
| Multi-Family Units | | | | |
| 0-1 Bedrooms | 1.58 | \$319 | \$170 | \$149 |
| 2 Bedrooms | 2.20 | \$444 | \$170 | \$274 |
| 3+ Bedrooms | 3.32 | \$670 | \$170 | \$500 |

| Nonresidential Development | Fees per Square Foot | | | |
|----------------------------|-----------------------------------|---------------|--------------|--------|
| Development Type | AWVT per 1,000 Sq Ft ¹ | Proposed Fees | Current Fees | Change |
| Industrial / Flex | 1.69 | \$0.10 | \$0.03 | \$0.07 |
| Commercial / Retail | 12.46 | \$0.78 | \$0.29 | \$0.49 |
| Office / Institutional | 4.87 | \$0.30 | \$0.11 | \$0.19 |
| Hotel (per room) | 4.18 | \$263 | N/A | N/A |
| Nursing Home (per bed) | 1.53 | \$96 | N/A | N/A |
| Assisted Living (per bed) | 1.30 | \$82 | N/A | N/A |

1. See Land Use Assumptions

POLICE FACILITIES DEVELOPMENT FEE REVENUE

A revenue credit/offset is not necessary for Police Facilities development fees, because costs generated by projected development exceed revenues generated by projected development. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Projected fee revenue shown in Figure P12 is based on the development projections in the *Land Use Assumptions* document and the updated Police Facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue is \$3,426,662 over the next 10 years, and the projected growth-related cost of police infrastructure is \$3,426,662.

Figure P12: Projected Revenue from Police Facilities Development Fees

| | | Fee Component | Growth Share | Existing Share | Total |
|--|--|--------------------------|--------------------|----------------|--------------------|
| | | Facilities | \$2,402,719 | \$0 | \$2,402,719 |
| | | Vehicles | \$666,652 | \$0 | \$666,652 |
| | | Communications Equipment | \$335,041 | \$0 | \$335,041 |
| | | Development Fee Report | \$22,250 | \$0 | \$22,250 |
| | | Total | \$3,426,662 | \$0 | \$3,426,662 |

| | | Single Family \$537 per unit | Multi-Family \$430 per unit | Ind / Flex \$0.10 per Sq Ft | Comm / Retail \$0.78 per Sq Ft | Office / Inst \$0.30 per Sq Ft |
|-------------------|------|------------------------------------|-----------------------------------|-----------------------------------|--------------------------------------|--------------------------------------|
| Year | | Hsg Unit | Hsg Unit | KSF | KSF | KSF |
| Base | 2019 | 14,441 | 12,565 | 4,987 | 7,360 | 5,344 |
| Year 1 | 2020 | 14,705 | 12,865 | 4,992 | 7,434 | 5,394 |
| Year 2 | 2021 | 14,969 | 13,165 | 4,997 | 7,508 | 5,444 |
| Year 3 | 2022 | 15,233 | 13,465 | 5,002 | 7,582 | 5,494 |
| Year 4 | 2023 | 15,497 | 13,765 | 5,007 | 7,655 | 5,544 |
| Year 5 | 2024 | 15,761 | 14,065 | 5,012 | 7,729 | 5,594 |
| Year 6 | 2025 | 16,025 | 14,365 | 5,017 | 7,803 | 5,644 |
| Year 7 | 2026 | 16,289 | 14,665 | 5,022 | 7,877 | 5,694 |
| Year 8 | 2027 | 16,553 | 14,965 | 5,027 | 7,950 | 5,744 |
| Year 9 | 2028 | 16,817 | 15,265 | 5,032 | 8,024 | 5,794 |
| Year 10 | 2029 | 17,081 | 15,565 | 5,037 | 8,098 | 5,844 |
| 10-Year Increase | | 2,640 | 3,000 | 50 | 737 | 500 |
| Projected Revenue | | \$1,411,103 | \$1,284,026 | \$5,307 | \$574,015 | \$152,211 |

| | |
|-----------------------|-------------|
| Projected Fee Revenue | \$3,426,662 |
| Total Expenditures | \$3,426,662 |

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

“A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.”

ARS § 9-463.05(B)(12) states,

“The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.”

REVENUE PROJECTIONS

Flagstaff does not have a higher than normal construction excise tax rate; therefore, the required offset described above is not applicable. The required forecast of non-development fee revenue from identified sources that can be attributed to future development over the next 10 years is summarized below. These funds are available for capital investments; however, the City of Flagstaff directs these revenues to non-development fee eligible capital needs including maintenance, repair, and replacement.

Only revenue generated by future development that is dedicated to growth-related capital improvements needs to be considered in determining the extent of the burden imposed by future development. Offsets against development fees are warranted in the following cases: (1) future development will be paying taxes or fees used to retire debt on existing facilities serving existing development; (2) future development will be paying taxes or fees used to fund an existing deficiency, or (3) future development will be paying taxes or fees that are dedicated to be used for growth-related improvements. The analysis provided in this report did not identify the need for offsets against the fees. Projected revenues generated by future development are shown below.

Figure A1: Revenue Projections of Future Development

| Revenue Source | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Primary Property Taxes | \$5,707,178 | \$6,171,607 | \$6,707,510 | \$6,776,500 | \$7,024,405 | \$7,287,311 | \$7,550,217 | \$7,813,122 |
| Secondary Property Taxes | \$5,879,357 | \$6,271,311 | \$6,733,265 | \$7,268,436 | \$7,358,820 | \$7,671,830 | \$7,984,840 | \$8,297,850 |
| City Sales Tax | \$19,226,470 | \$21,079,067 | \$21,493,997 | \$21,881,468 | \$23,011,773 | \$23,847,818 | \$24,683,863 | \$25,519,908 |
| State Sales Tax | \$6,445,302 | \$6,868,398 | \$7,100,000 | \$7,182,893 | \$7,492,603 | \$7,732,277 | \$7,971,950 | \$8,211,624 |
| State Income Tax | \$8,603,145 | \$8,850,877 | \$8,716,221 | \$9,451,184 | \$9,547,842 | \$9,818,552 | \$10,089,263 | \$10,359,974 |

Source: For 2017 - 2020, Flagstaff Budgets, FY2017 - FY2020; for 2021 - 2024, TischlerBise trend analysis.

The figure below includes per capita revenues for the previous three years and per capita revenue projections for the next five years – all per capita revenues are shown in 2019 dollars. As shown, the annual revenue generated over the next five years will remain relatively flat. These funds are available for capital investments; however, the City of Flagstaff directs these revenues to non-development fee eligible capital needs including maintenance, repair, and replacement.

Figure A2: Per Capita Revenue Projections, 2019 Dollars

| Revenue Source | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Primary Property Taxes | \$51.19 | \$52.97 | \$55.93 | \$54.94 | \$55.57 | \$56.20 | \$56.84 | \$57.47 |
| Secondary Property Taxes | \$52.73 | \$53.82 | \$56.14 | \$55.59 | \$56.17 | \$56.76 | \$57.34 | \$57.93 |
| City Sales Tax | \$172.44 | \$180.91 | \$179.22 | \$183.41 | \$186.12 | \$188.83 | \$191.54 | \$194.25 |
| State Sales Tax | \$57.81 | \$58.95 | \$59.20 | \$59.68 | \$60.17 | \$60.66 | \$61.15 | \$61.64 |
| State Income Tax | \$77.16 | \$75.96 | \$72.68 | \$74.08 | \$73.79 | \$73.49 | \$73.19 | \$72.90 |
| Total General Fund Revenues | \$411.33 | \$422.60 | \$423.18 | \$427.69 | \$431.81 | \$435.94 | \$440.06 | \$444.19 |

Source: For 2017 - 2020, Flagstaff Budgets, FY2017 - FY2020 adjusted to 2019 dollars; for 2021 - 2024, TischlerBise trend analysis in 2019 dollars.

U.S. Department of Commerce, Bureau of Economic Analysis, GDP 2017 - 2019.

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona’s development fee enabling legislation, “a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan” (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience”.

Figure B1: Cost of Professional Services

| Necessary Public Service | Cost | Proportionate Share | | Demand Unit | 5-Year Increase | Cost per Demand Unit |
|--------------------------|----------|---------------------|-----|-----------------|-----------------|----------------------|
| Fire | \$22,500 | Residential | 67% | Peak Population | 6,706 | \$2.25 |
| | | Nonresidential | 33% | Jobs | 1,635 | \$4.54 |
| Police | \$22,250 | Residential | 66% | Peak Population | 6,706 | \$2.19 |
| | | Nonresidential | 34% | Vehicle Trips | 5,854 | \$1.29 |
| Total | \$44,750 | | | | | |

APPENDIX C: LAND USE ASSUMPTIONS

The estimates and projections of residential and nonresidential development in this Land Use Assumptions document are for areas within the boundaries of the City of Flagstaff. The map in Appendix E illustrates the area within the Flagstaff Development Fee Service Area.

Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

“projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality.”

The City of Flagstaff, Arizona, retained TischlerBise to analyze the impacts of development on its capital facilities and to calculate development impact fees based on that analysis. TischlerBise prepared current demographic estimates and future development projections for both residential and nonresidential development used in the Infrastructure Improvements Plan (IIP) and calculation of the development fees. Current demographic data estimates for 2019 are used in calculating levels of service (LOS) provided to existing development in the City of Flagstaff. Arizona's Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions for the City of Flagstaff development fee study are population, housing units, and employment projections. TischlerBise uses housing unit estimates provided by Flagstaff's Planning Department for the 2019 base year estimate. For 2019 population estimates, the analysis combines 2018 population estimates published by Arizona's Office of Economic Opportunity and converts 2018 housing unit increases to population using persons per household factors. For nonresidential development, the analysis adjusts 2018 Esri Business Analyst Online employment estimates to the 2019 base year using Coconino County Tax Assessor data. The 2010-2018 average annual nonresidential floor area growth by industry sector, according to Coconino County Tax Assessor data, provides the nonresidential floor area projection for each year beyond the 2019 base year. The nonresidential floor area projections are converted into jobs based on floor area ratios published by the Institute of Transportation Engineers. Three nonresidential development prototypes are discussed further below (see Figure C6 and related text). The projections contained in this document provide the foundation for the Development Fee Report. These metrics are the service units and demand indicators used in the Development Fee Report.

Development projections are summarized in Figure C13. These projections will be used to estimate development fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, Flagstaff will receive an increase in fee revenue, but will also need to accelerate infrastructure improvements to keep pace with the actual rate of development.

During the next 10 years, citywide development projections indicate an average increase of approximately 560 housing units per year and approximately 130,000 square feet of nonresidential floor area per year.

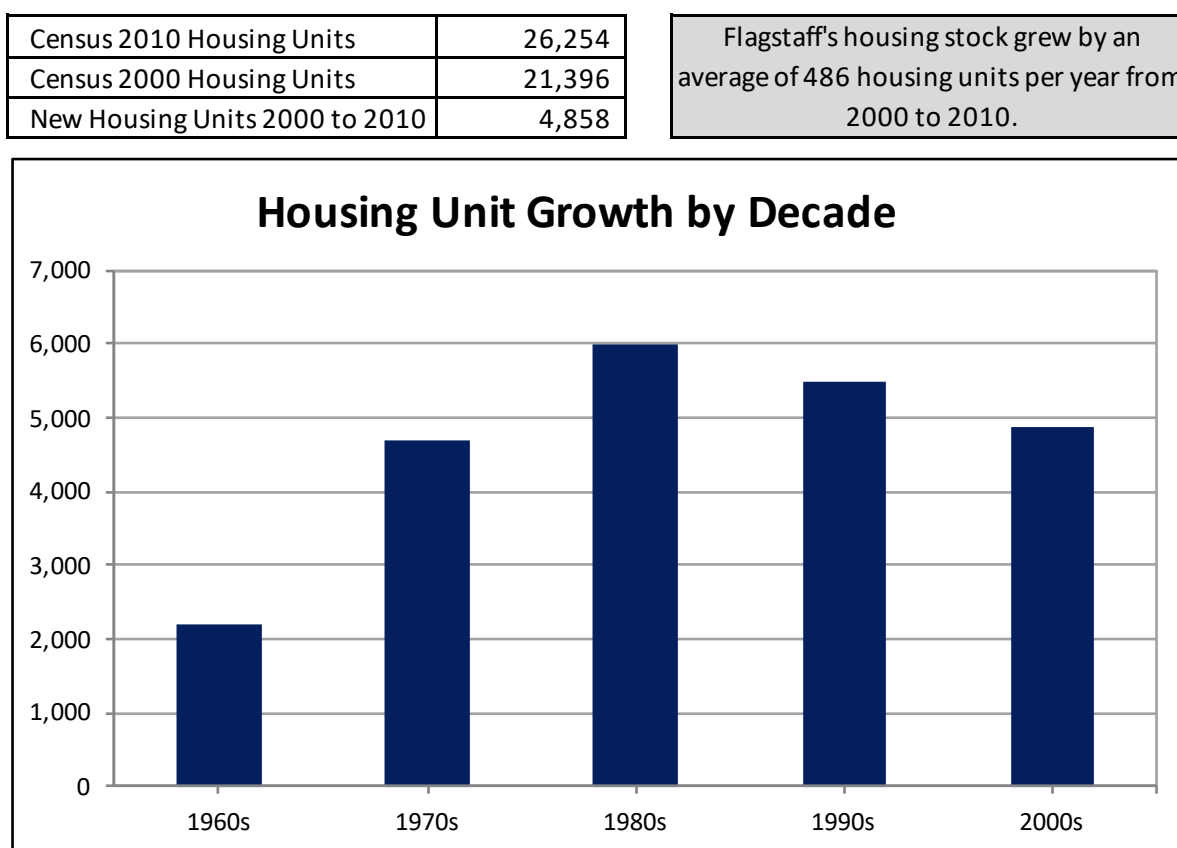
RESIDENTIAL DEVELOPMENT

Current estimates and future projections of residential development are detailed in this section including population and housing units by type.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure C1 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. Flagstaff experienced strong growth in the 1980s and 1990s. From 2000 to 2010, housing inventory increased by an average of 486 units per year.

Figure C1: Housing Units by Decade



Source: U.S. Census Bureau, Census 2010 Summary File 1, Census 2000 Summary File 1, 2013-2017 5-Year American Community Survey (for 1990s and earlier, adjusted to yield total units in 2000).

Household Size

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development in Flagstaff be imposed according to the number of persons per household.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses). For development fees in Flagstaff, detached stick-built units, attached units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land), and mobile homes are included in the “Single-Family Units” category. The second residential category includes duplexes and all other structures with two or more units on an individual parcel of land. This category is referred to as “Multi-Family Units.”

Based on American Community Survey 2013-2017 5-Year Estimates, single-family units average 2.66 persons per household and multi-family units average 2.13 persons per household.

Figure C2: Persons per Household

| Housing Type | Persons | Households | Persons per Household | Housing Units | Persons per Housing Unit | Housing Mix | Vacancy Rate |
|----------------------------------|---------|------------|-----------------------|---------------|--------------------------|-------------|--------------|
| Single-Family Units ¹ | 40,421 | 15,188 | 2.66 | 17,230 | 2.35 | 63.7% | 11.90% |
| Multi-Family Units ² | 18,033 | 8,477 | 2.13 | 9,826 | 1.84 | 36.3% | 13.70% |
| Total | 58,454 | 23,665 | 2.47 | 27,056 | 2.16 | 100.0% | 12.50% |

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates, Tables B25024, B25032, B25033.

1. Includes detached, attached (i.e. townhouses), and mobile home units.

2. Includes dwellings in structures with two or more units.

Occupancy by Unit Type and Bedrooms

Development fees must be proportionate to the demand for infrastructure. Because occupancy per housing unit has a strong, positive correlation to the number of bedrooms, TischlerBise recommends residential fee schedules that increase by unit size. Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons with Flagstaff included in Public Use Microdata Area (PUMA) 0400.

Single-Family Occupancy by Bedroom Range

Cells shaded yellow below are single-family unit survey results for PUMA 0400. Unadjusted persons per household factors, derived from PUMS data for the PUMA listed above, are adjusted downward to match the single-family unit control total for Flagstaff (2.66), as shown in Figure C3. Adjusted persons per household factors for single-family units are shaded in gray and range from 1.91 persons per household for units with less than two bedrooms to 3.33 persons per household for units with four or more bedrooms.

Figure C3: Single-Family Unit Occupancy by Bedroom Range

| Bedroom Range | Persons ¹ | Households ¹ | Unadjusted PPH | Adjusted PPH ² |
|---------------|----------------------|-------------------------|----------------|---------------------------|
| 0-1 | 4,959 | 2,460 | 2.02 | 1.91 |
| 2 | 17,810 | 7,716 | 2.31 | 2.19 |
| 3 | 51,778 | 18,672 | 2.77 | 2.63 |
| 4+ | 31,227 | 8,905 | 3.51 | 3.33 |
| Total | 105,774 | 37,753 | 2.80 | 2.66 |

1. American Community Survey, Public Use Microdata Sample for AZ PUMA 0400 (2013-2017 5-Year Estimates).

2. Adjusted multipliers are scaled to make the average PUMS values match single-family control totals for Flagstaff (2.66), based on American Community Survey 2013-2017 5-Year Estimates.

Multi-Family Occupancy by Bedroom Range

Cells shaded yellow below are multi-family unit survey results for PUMA 0400. Unadjusted persons per household factors, derived from PUMS data for the PUMA listed above, are adjusted downward to match the multi-family unit control total for Flagstaff (2.13), as shown in Figure C4. Adjusted persons per household factors for multi-family units are shaded in gray and range from 1.58 persons per household for units with less than two bedrooms to 3.32 persons per household for units with three or more bedrooms.

Figure C4: Multi-Family Unit Occupancy by Bedroom Range

| Bedroom Range | Persons ¹ | Households ¹ | Unadjusted PPH | Adjusted PPH ² |
|---------------|----------------------|-------------------------|----------------|---------------------------|
| 0-1 | 5,669 | 3,721 | 1.52 | 1.58 |
| 2 | 9,912 | 4,671 | 2.12 | 2.20 |
| 3+ | 4,622 | 1,443 | 3.20 | 3.32 |
| Total | 20,203 | 9,835 | 2.05 | 2.13 |

1. American Community Survey, Public Use Microdata Sample for AZ PUMA 0400 (2013-2017 5-Year Estimates).

2. Adjusted multipliers are scaled to make the average PUMS values match multi-family control totals for Flagstaff (2.13), based on American Community Survey 2013-2017 5-Year Estimates.

Residential Estimates

Flagstaff's Planning Department estimates there were 14,441 single-family housing units and 12,565 multi-family housing units in 2019. To estimate the 2019 population, the analysis first uses the 2018 Arizona Office of Economic Opportunity population estimate of 74,736 persons. Next, TischlerBise applies occupancy factors shown in Figure C2 to 2018 residential building permit data – 377 single-family permits and eight multi-family permits. This results in a 2019 population estimate of 75,756 (74,736 population in 2018 + (377 single-family units X 2.66 persons per household) + (8 multi-family units X 2.13 persons per household) = 75,756 population in 2019).

Residential Projections

Based on single-family residential permits from 2015 through 2018, the analysis projects single-family housing units at 264 units per year. For multi-family housing units, Flagstaff's Planning Department recommends 300 housing units per year – slightly more than the 2015 through 2018 average of 228 per year. To project population, TischlerBise applies occupancy factors shown in Figure C2 to projected housing units. For this study, it is assumed that the household size will remain constant. Based on a 10-year housing unit increase of 2,640 single-family units and 3,000 multi-family units, the associated 10-year population growth equals 13,412 persons ((2,640 single-family units X 2.66 persons per household) + (3,000 multi-family units X 2.13 persons per household)).

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease.

Figure C5: Residential Development Projections

| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2029 | 10-Year |
|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| | Base Year | 1 | 2 | 3 | 4 | 5 | 10 | Increase |
| Population | 75,756 | 77,097 | 78,438 | 79,780 | 81,121 | 82,462 | 89,168 | 13,412 |
| Housing Units | | | | | | | | |
| Single Family | 14,441 | 14,705 | 14,969 | 15,233 | 15,497 | 15,761 | 17,081 | 2,640 |
| Multi-Family | 12,565 | 12,865 | 13,165 | 13,465 | 13,765 | 14,065 | 15,565 | 3,000 |
| Total Housing Units | 27,006 | 27,570 | 28,134 | 28,698 | 29,262 | 29,826 | 32,646 | 5,640 |

NONRESIDENTIAL DEVELOPMENT

Current estimates and future projections of nonresidential development are detailed in this section including jobs and nonresidential floor area.

Nonresidential Estimates

In addition to data on residential development, the calculation of development fees requires data on employment (number of jobs) and nonresidential square footage in Flagstaff. TischlerBise uses the term “jobs” to refer to employment by place of work. TischlerBise uses Esri Business Analyst Online for 2018 employment estimates and Coconino County Tax Assessor data for 2018 floor area estimates.

Figure C6: 2018 Employment and Floor Area Estimates

| Nonresidential Category | 2018 Jobs ¹ | Percent of Total Jobs | Square Feet per Job | 2018 Estimated Floor Area ² | Jobs per 1,000 Sq. Ft. |
|-------------------------------------|------------------------|-----------------------|---------------------|--|------------------------|
| Industrial / Flex ³ | 5,352 | 12% | 931 | 4,981,849 | 1.07 |
| Commercial / Retail ⁴ | 13,949 | 32% | 522 | 7,286,729 | 1.91 |
| Office / Institutional ⁵ | 24,544 | 56% | 216 | 5,293,656 | 4.64 |
| Total | 43,845 | 100% | | 17,562,234 | |

1. Esri Business Analyst Online, Business Summary (2018)
2. Coconino County Tax Assessor
3. Major sectors are Wholesale Trade and Manufacturing
4. Major sectors are Retail Trade and Food Services
5. Major sectors are Health Care and Public Administration

Based on Coconino County Tax Assessor data from 2010 through 2018, industrial development grew by 5,040 square feet per year, commercial/retail development grew by 73,741 square feet per year, office development grew by 12,676 square feet per year, and institutional development grew by 37,343 square feet per year. To estimate floor area in 2019, TischlerBise adds the average annual floor area increase to the 2018 floor area estimates in Figure C6. For 2019, TischlerBise estimates Flagstaff has approximately 17.69 million square feet of nonresidential floor area and 44,172 jobs.

Figure C7: 2019 Employment and Floor Area Estimates

| Nonresidential Category | 2019 Jobs ¹ | Percent of Total Jobs | Square Feet per Job | 2019 Estimated Floor Area ² | Jobs per 1,000 Sq. Ft. |
|-------------------------------------|------------------------|-----------------------|---------------------|--|------------------------|
| Industrial / Flex ³ | 5,358 | 12% | 931 | 4,986,889 | 1.07 |
| Commercial / Retail ⁴ | 14,122 | 32% | 521 | 7,360,470 | 1.92 |
| Office / Institutional ⁵ | 24,692 | 56% | 216 | 5,343,675 | 4.62 |
| Total | 44,172 | 100% | | 17,691,034 | 2.50 |

1. TischlerBise calculation based on 2018 Esri Business Analyst Online estimates
2. TischlerBise calculation based on Coconino County Tax Assessor data
3. Major sectors are Wholesale Trade and Manufacturing
4. Major sectors are Retail Trade and Food Services
5. Major sectors are Health Care and Public Administration

Nonresidential Square Footage Estimates

TischlerBise uses 2017 Institute of Transportation Engineers (ITE) employment multipliers as a proxy for future nonresidential floor area (Figure C8). The prototype for industrial development is industrial park (ITE 130) with an average of 864 square feet per employee. For commercial development, a shopping center (ITE 820) is a reasonable proxy with 427 square feet per employee. The prototype for office / institutional development is general office (ITE 710) with an average of 337 square feet per job.

Figure C8: Institute of Transportation Engineers, Employee and Building Area Ratios

| ITE Code | Land Use / Size | Demand Unit | Wkdy Trip Ends Per Dmd Unit ¹ | Wkdy Trip Ends Per Employee ¹ | Emp Per Dmd Unit | Sq Ft Per Emp |
|----------|--------------------------------|-------------|--|--|------------------|---------------|
| 110 | Light Industrial | 1,000 Sq Ft | 4.96 | 3.05 | 1.63 | 615 |
| 130 | Industrial Park | 1,000 Sq Ft | 3.37 | 2.91 | 1.16 | 864 |
| 140 | Manufacturing | 1,000 Sq Ft | 3.93 | 2.47 | 1.59 | 628 |
| 150 | Warehousing | 1,000 Sq Ft | 1.74 | 5.05 | 0.34 | 2,902 |
| 254 | Assisted Living | bed | 2.60 | 4.24 | 0.61 | na |
| 310 | Hotel | room | 8.36 | 14.34 | 0.58 | na |
| 520 | Elementary School | 1,000 Sq Ft | 19.52 | 21.00 | 0.93 | 1,076 |
| 530 | High School | 1,000 Sq Ft | 14.07 | 22.25 | 0.63 | 1,581 |
| 565 | Day Care | student | 4.09 | 21.38 | 0.19 | na |
| 610 | Hospital | 1,000 Sq Ft | 10.72 | 3.79 | 2.83 | 354 |
| 620 | Nursing Home | bed | 3.06 | 2.91 | 1.05 | na |
| 710 | General Office (average size) | 1,000 Sq Ft | 9.74 | 3.28 | 2.97 | 337 |
| 715 | Single Tenant Office | 1,000 Sq Ft | 11.25 | 3.77 | 2.98 | 335 |
| 720 | Medical-Dental Office | 1,000 Sq Ft | 34.80 | 8.70 | 4.00 | 250 |
| 730 | Government Office | 1,000 Sq Ft | 22.59 | 7.45 | 3.03 | 330 |
| 820 | Shopping Center (average size) | 1,000 Sq Ft | 37.75 | 16.11 | 2.34 | 427 |

1. Trip Generation, Institute of Transportation Engineers, 10th Edition (2017).

Nonresidential Projections

Future nonresidential development is projected based on 2010 through 2018 Coconino County Tax Assessor data. For each year beyond the 2019 base year, industrial development increases by 5,040 square feet per year, commercial/retail development increases by 73,741 square feet per year, office development increases by 12,676 square feet per year, and institutional development increases by 37,343 square feet per year.

To project employment, TischlerBise applies employment multipliers shown in Figure C8 to the projected floor area. For example, the industrial floor area increase of 5,040 square feet per year results in an employment increase of approximately six industrial jobs per year (5,040 square feet / 864 square feet per employee). Over the next 10 years, Flagstaff is projected to gain 3,270 jobs and 1.29 million square feet of nonresidential floor area.

Figure C9: Nonresidential Development Projections

| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2029 | 10-Year |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|
| | Base Year | 1 | 2 | 3 | 4 | 5 | 10 | Increase |
| Employment | | | | | | | | |
| Industrial / Flex | 5,358 | 5,364 | 5,370 | 5,375 | 5,381 | 5,387 | 5,416 | 58 |
| Commercial / Retail | 14,122 | 14,294 | 14,467 | 14,640 | 14,812 | 14,985 | 15,849 | 1,727 |
| Office / Institutional | 24,692 | 24,841 | 24,989 | 25,138 | 25,286 | 25,435 | 26,177 | 1,484 |
| Total Employment | 44,172 | 44,499 | 44,826 | 45,153 | 45,480 | 45,807 | 47,441 | 3,270 |
| Nonres. Floor Area (x1,000) | | | | | | | | |
| Industrial / Flex | 4,987 | 4,992 | 4,997 | 5,002 | 5,007 | 5,012 | 5,037 | 50 |
| Commercial / Retail | 7,360 | 7,434 | 7,508 | 7,582 | 7,655 | 7,729 | 8,098 | 737 |
| Office / Institutional | 5,344 | 5,394 | 5,444 | 5,494 | 5,544 | 5,594 | 5,844 | 500 |
| Total Nonres. Floor Area | 17,691 | 17,820 | 17,949 | 18,077 | 18,206 | 18,335 | 18,979 | 1,288 |

AVERAGE WEEKDAY VEHICLE TRIPS

Average Weekday Vehicle Trips are used as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation, 10th Edition*, published by the ITE in 2017. A vehicle trip end represents a vehicle entering or exiting a development (as if a traffic counter were placed across a driveway).

Trip Rate Adjustments

To calculate road development fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further below, the development impact fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 55 percent to account for commuters leaving Flagstaff for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure C10, the U.S. Census Bureau's OnTheMap web application indicates that 35 percent of resident workers traveled outside of Flagstaff for work in 2015. In combination, these factors ($0.31 \times 0.50 \times 0.35 = 0.05$) support the additional five percent allocation of trips to residential development.

Figure C10: Commuter Trip Adjustment

| Trip Adjustment Factor for Commuters ¹ | |
|---|--------|
| Employed Residents | 30,459 |
| Residents Living and Working in Flagstaff | 19,842 |
| Residents Commuting Outside Flagstaff for Work | 10,617 |
| Percent Commuting out of Flagstaff | 35% |
| Additional Production Trips ² | 5% |
| Residential Trip Adjustment Factor | 55% |

1. U.S. Census Bureau, OnTheMap Application (version 6.1.1) and LEHD Origin-Destination Employment Statistics, 2015.

2. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2015 indicate that 35 percent of Flagstaff's workers travel outside the city for work. In combination, these factors ($0.3099 \times 0.50 \times 0.35 = 0.05$) account for 5 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (5 percent of production trips) for a total of 55 percent.

*<http://nhts.ornl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial development, the trip adjustment factor is less than 50 percent because this type of development attracts vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Nonresidential Vehicle Trips Ends

ITE publishes national average weekday trip generation rates for many types of development. For industrial / flex development, industrial park (ITE 130) is the prototype for future development, generating 3.37 trip ends per 1,000 square feet on an average weekday. For future commercial / retail development, an average size shopping center (ITE 820) is a reasonable proxy with 37.75 trip ends per 1,000 square feet. For future office / institutional development, an general office (ITE 710) is a reasonable proxy with 9.74 trip ends per 1,000 square feet.

Figure A11: Institute of Transportation Engineers, Average Weekday Vehicle Trip Ends

| ITE Code | Land Use / Size | Demand Unit | Wkdy Trip Ends Per Dmd Unit ¹ | Wkdy Trip Ends Per Employee ¹ | Emp Per Dmd Unit | Sq Ft Per Emp |
|----------|--------------------------------|-------------|--|--|------------------|---------------|
| 110 | Light Industrial | 1,000 Sq Ft | 4.96 | 3.05 | 1.63 | 615 |
| 130 | Industrial Park | 1,000 Sq Ft | 3.37 | 2.91 | 1.16 | 864 |
| 140 | Manufacturing | 1,000 Sq Ft | 3.93 | 2.47 | 1.59 | 628 |
| 150 | Warehousing | 1,000 Sq Ft | 1.74 | 5.05 | 0.34 | 2,902 |
| 254 | Assisted Living | bed | 2.60 | 4.24 | 0.61 | na |
| 310 | Hotel | room | 8.36 | 14.34 | 0.58 | na |
| 520 | Elementary School | 1,000 Sq Ft | 19.52 | 21.00 | 0.93 | 1,076 |
| 530 | High School | 1,000 Sq Ft | 14.07 | 22.25 | 0.63 | 1,581 |
| 565 | Day Care | student | 4.09 | 21.38 | 0.19 | na |
| 610 | Hospital | 1,000 Sq Ft | 10.72 | 3.79 | 2.83 | 354 |
| 620 | Nursing Home | bed | 3.06 | 2.91 | 1.05 | na |
| 710 | General Office (average size) | 1,000 Sq Ft | 9.74 | 3.28 | 2.97 | 337 |
| 715 | Single Tenant Office | 1,000 Sq Ft | 11.25 | 3.77 | 2.98 | 335 |
| 720 | Medical-Dental Office | 1,000 Sq Ft | 34.80 | 8.70 | 4.00 | 250 |
| 730 | Government Office | 1,000 Sq Ft | 22.59 | 7.45 | 3.03 | 330 |
| 820 | Shopping Center (average size) | 1,000 Sq Ft | 37.75 | 16.11 | 2.34 | 427 |

1. Trip Generation, Institute of Transportation Engineers, 10th Edition (2017).

Residential Vehicle Trip Ends

ITE publishes vehicle trip generation rates for residential development. Based on the 10th Edition of Trip Generation (2017) the national average for single-family units is 9.44 (ITE 210) average weekday vehicle trip ends per dwelling. Multi-family residential development generates 5.44 (ITE 221) average weekday vehicle trip ends per dwelling.

FUNCTIONAL POPULATION

TischlerBise recommends functional population to allocate the cost of certain facilities to residential and nonresidential development. As shown in Figure C12, functional population accounts for people living and working in a jurisdiction. OnTheMap is a web-based mapping and reporting application that shows where workers are employed and where they live. It describes geographic patterns of jobs by their employment locations and residential locations as well as the connections between the two locations. OnTheMap was developed through a unique partnership between the U.S. Census Bureau and its Local Employment Dynamics (LED) partner states.

Residents who do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents who work in Flagstaff are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents who work outside Flagstaff are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2015 functional population data for Flagstaff, residential development accounts for 67 percent of functional population while nonresidential development accounts for the remaining 33 percent.

Figure C12: Functional Population

| Demand Units in 2015 | | | | |
|---|--------|--|------------------|--------------|
| Residential | | | Demand Hours/Day | Person Hours |
| Population | 59,640 | | | |
| Residents Not Working | 29,181 | | 20 | 583,628 |
| Employed Residents | 30,459 | | | |
| Employed in Flagstaff | 19,842 | | 14 | 277,788 |
| Employed outside Flagstaff | 10,617 | | 14 | 148,638 |
| Residential Subtotal | | | | 1,010,054 |
| Residential Share | | | | 67% |
| Nonresidential | | | | |
| Non-working Residents | 29,181 | | 4 | 116,726 |
| Jobs Located in Flagstaff | 37,109 | | | |
| Residents Employed in Flagstaff | 19,842 | | 10 | 198,420 |
| Non-Resident Workers (inflow commuters) | 17,267 | | 10 | 172,670 |
| Nonresidential Subtotal | | | | 487,816 |
| Nonresidential Share | | | | 33% |
| Total | | | | 1,497,870 |

Source: U.S. Census Bureau, OnTheMap 6.1.1 Application and LEHD Origin-Destination Employment Statistics.

DEVELOPMENT PROJECTIONS

Provided below is a summary of citywide development projections used in the development fee study. Base year estimates for 2019 are used in the development fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure C13: Development Projections Summary

| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 10-Year |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| | Base Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Increase |
| Population | 75,756 | 77,097 | 78,438 | 79,780 | 81,121 | 82,462 | 83,803 | 85,145 | 86,486 | 87,827 | 89,168 | 13,412 |
| Housing Units | | | | | | | | | | | | |
| Single Family | 14,441 | 14,705 | 14,969 | 15,233 | 15,497 | 15,761 | 16,025 | 16,289 | 16,553 | 16,817 | 17,081 | 2,640 |
| Multi-Family | 12,565 | 12,865 | 13,165 | 13,465 | 13,765 | 14,065 | 14,365 | 14,665 | 14,965 | 15,265 | 15,565 | 3,000 |
| Total Housing Units | 27,006 | 27,570 | 28,134 | 28,698 | 29,262 | 29,826 | 30,390 | 30,954 | 31,518 | 32,082 | 32,646 | 5,640 |
| Employment | | | | | | | | | | | | |
| Industrial / Flex | 5,358 | 5,364 | 5,370 | 5,375 | 5,381 | 5,387 | 5,393 | 5,399 | 5,405 | 5,410 | 5,416 | 58 |
| Commercial / Retail | 14,122 | 14,294 | 14,467 | 14,640 | 14,812 | 14,985 | 15,158 | 15,331 | 15,503 | 15,676 | 15,849 | 1,727 |
| Office / Institutional | 24,692 | 24,841 | 24,989 | 25,138 | 25,286 | 25,435 | 25,583 | 25,731 | 25,880 | 26,028 | 26,177 | 1,484 |
| Total Employment | 44,172 | 44,499 | 44,826 | 45,153 | 45,480 | 45,807 | 46,134 | 46,461 | 46,788 | 47,115 | 47,441 | 3,270 |
| Nonres. Floor Area (x1,000) | | | | | | | | | | | | |
| Industrial / Flex | 4,987 | 4,992 | 4,997 | 5,002 | 5,007 | 5,012 | 5,017 | 5,022 | 5,027 | 5,032 | 5,037 | 50 |
| Commercial / Retail | 7,360 | 7,434 | 7,508 | 7,582 | 7,655 | 7,729 | 7,803 | 7,877 | 7,950 | 8,024 | 8,098 | 737 |
| Office / Institutional | 5,344 | 5,394 | 5,444 | 5,494 | 5,544 | 5,594 | 5,644 | 5,694 | 5,744 | 5,794 | 5,844 | 500 |
| Total Nonres. Floor Area | 17,691 | 17,820 | 17,949 | 18,077 | 18,206 | 18,335 | 18,464 | 18,593 | 18,721 | 18,850 | 18,979 | 1,288 |

APPENDIX D: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Flagstaff will collect development fees from all new residential units. One-time development fees are determined by site capacity (i.e. number of residential units).

Single-Family Units:

1. **Single-family detached** is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. **Single-family attached (townhouse)** is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. **Mobile home** includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.

Multi-Family Units:

1. **2+ units (duplexes and apartments)** are units in structures containing two or more housing units, further categorized as units in structures with “2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments.”
2. **Boat, RV, Van, Etc.** includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction within Flagstaff. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Assisted Living: An assisted living complex is a residential setting that provides either routine general protective oversight or assistance with activities necessary for independent living to mentally or physically limited persons. It commonly has separate living quarters for residents. Its services typically include dining, housekeeping, social and physical activities, medication administration, and transportation.

Commercial / Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters, hotels, and motels.

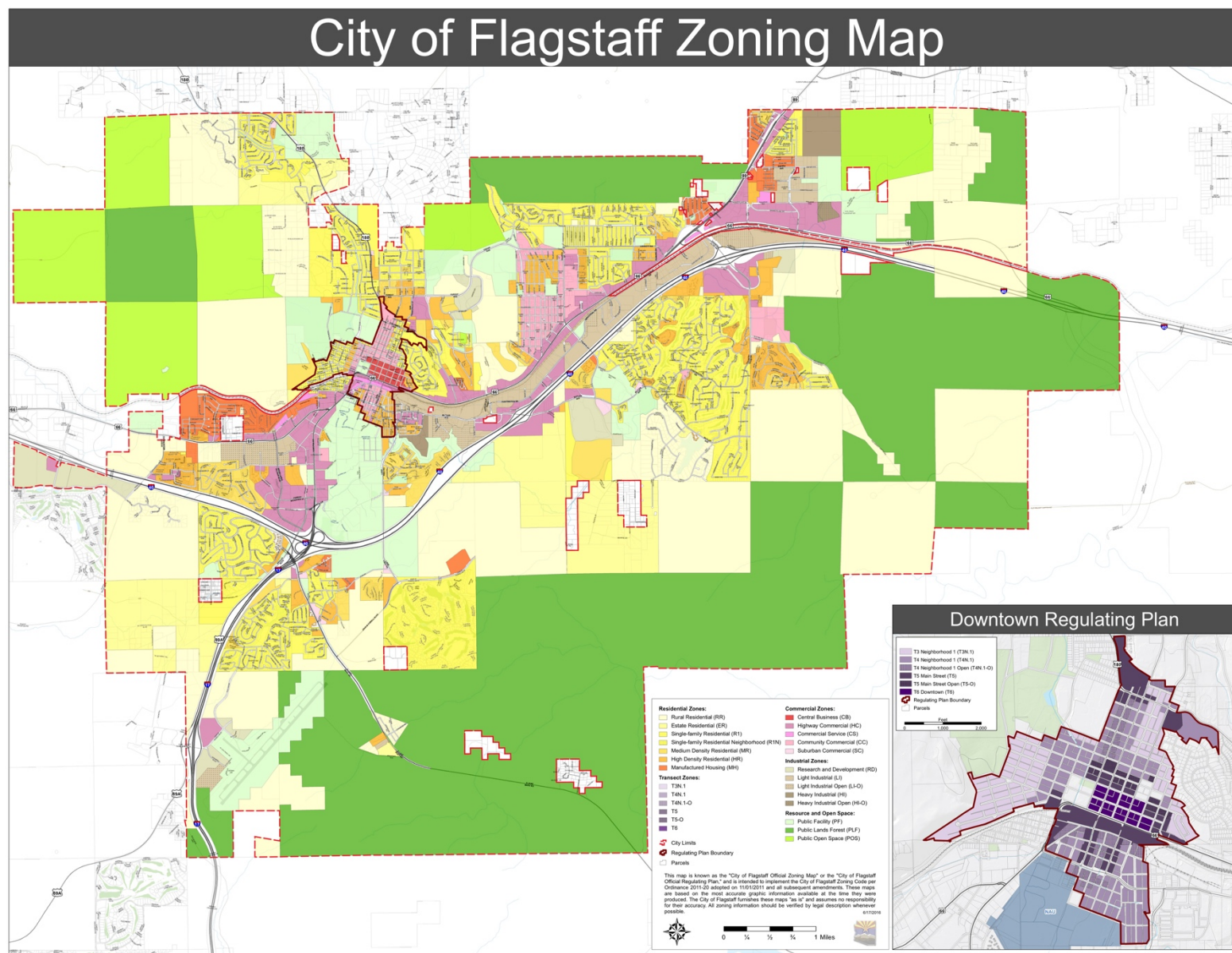
Hotel: A hotel is a place of lodging that provides sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops.

Industrial / Flex: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Nursing Home: A nursing home is any facility whose primary function is to provide care for persons who are unable to care for themselves. Examples of such facilities include rest homes and chronic care and convalescent homes. Skilled nurses and nursing aides are present 24 hours a day at these sites.

Office / Institutional: Establishments providing management, administrative, professional, or business services, personal and health care services, public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Office / Institutional* includes banks, business offices, hospitals, medical offices, veterinarian clinics, schools, universities, churches, daycare facilities, and government buildings.

APPENDIX E: DEVELOPMENT FEE SERVICE AREA MAP





Council Work Session:

Draft Land Use Assumptions and Infrastructure Improvements Plan

Flagstaff, Arizona
January 7, 2020

Bethesda, MD | 301.320.6900

TischlerBise.com

- **Development Fee Basics**
- **Demand Factors**
- **Land Use Assumptions**
- **Infrastructure Improvements Plan**
 - Police
 - Fire
- **Fee Comparison**
- **Adoption Timeline**

- **Three Integrated Products:**
 - **Land Use Assumptions:** 10+ years, adopted by elected officials
 - **Infrastructure Improvements Plan (IIP):** limited to 10 years
 - **Development Fees:** part of broader revenue strategy
- **Level of service (LOS)**
 - May not exceed what is provided to existing development
 - Higher LOS must be paired with non-development fee funding source to cover existing development's share
- **Limitations on necessary public services**
 - Parks: 30 acres unless direct benefit to development
 - Libraries: 10,000 square feet
 - Public Safety: No regional training facilities



Overview of Adoption Process

Round One

- Land Use Assumptions
- Infrastructure Improvement Plans

Round Two

- Development Fees
- Modify Based on Round One Input/Decisions
 - Revenue Projections
 - Required Offsets



Why Development Fees?

- Infrastructure capacity is essential to accommodate new development
- Minimizes externalities like traffic congestion that is associated with “no-growth” sentiment
- Compared to negotiated agreements, streamlines approval process with known costs (predictability)
- Integrates comprehensive planning, economic development, and revenue strategies



Eligible Costs

- Facilities / improvements required to serve new development - **Yes**
- Maintenance and repairs – **No**
- Excess capacity in existing facilities – **Yes**
- Improvements required to correct existing deficiencies – **No, Unless there is a funding plan**

Buy-In Approach (Past)

- New growth is “buying in” to the cost the community has already incurred to provide growth-related capacity
- When Applicable
 - Near build-out
 - Community has oversized facilities in anticipation of growth
- Other Common Names
 - Recoupment
 - Cost Recovery

Incremental Expansion Approach (Present)

- Formula-based approach based on existing levels of service
 - Park acres per capita
 - Square feet per student station
- Fee is based on the current cost to replicate existing levels of service (i.e. replacement cost)
- Provides flexibility
- Other Common Names
 - Replacement Cost
 - Level-of-Service Approach



Plan-Based Approach (Future)

- Usually reflects an adopted CIP or master plan
- Growth-related costs are more refined
- Will be scrutinized more closely by development community



Fee Methodology Considerations

- **Available data to support the methodology**
 - No adopted facility plans or “iffy” CIP (Incremental)
 - Long-term capital improvement plan or adopted facility master plans (Plan-Based)
- **Level of service reflected in capital plan?**
 - Current LOS versus planned LOS
 - Is it financially feasible?
 - How will existing deficiencies be funded?



Evaluate Need for Credits

- **Site specific**
 - Developer constructs a capital facility included in fee calculations
- **Debt service**
 - Avoid double payment due to existing or future bonds
- **Dedicated revenues**
 - Property tax, local option sales tax, gas tax

Demand Factors – Residential

Option 1: Vary fees by unit type and number of bedrooms

| Development Type | Persons per Household |
|------------------|-----------------------|
| Single Family | |
| 0-1 Bedrooms | 1.91 |
| 2 Bedrooms | 2.19 |
| 3 Bedrooms | 2.63 |
| 4+ Bedrooms | 3.33 |
| Multi-Family | |
| 0-1 Bedrooms | 1.58 |
| 2 Bedrooms | 2.20 |
| 3+ Bedrooms | 3.32 |

This makes units with fewer bedrooms more affordable.

Option 2: Vary fees by unit type

| Development Type | Persons per Household |
|------------------|-----------------------|
| Single Family | 2.66 |
| Multi-Family | 2.13 |

Smaller units subsidize larger units

Demand Factors – Nonresidential

Used for Fire

Used for Police

| Development Type | Jobs per 1,000 Sq Ft | AWVTE per 1,000 Sq Ft | Trip Adjustment |
|---------------------------|-------------------------|--------------------------|--------------------|
| Industrial / Flex | 1.16 | 3.37 | 50% |
| Commercial / Retail | 2.34 | 37.75 | 33% |
| Office / Institutional | 2.97 | 9.74 | 50% |
| Hotel (per room) | 0.58 | 8.36 | 50% |
| Nursing Home (per bed) | 1.05 | 3.06 | 50% |
| Assisted Living (per bed) | 0.61 | 2.60 | 50% |

Land Use Assumptions

Residential: Single-family unit growth will follow recent trends, multi-family growth based on projects in development pipeline

| Flagstaff, Arizona | 2019 Base Year | 2020 1 | 2021 2 | 2022 3 | 2023 4 | 2024 5 | 2025 6 | 2026 7 | 2027 8 | 2028 9 | 2029 10 | 10-Year Increase |
|---------------------------------|-------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| Population | 75,756 | 77,097 | 78,438 | 79,780 | 81,121 | 82,462 | 83,803 | 85,145 | 86,486 | 87,827 | 89,168 | 13,412 |
| Housing Units | | | | | | | | | | | | |
| Single Family | 14,441 | 14,705 | 14,969 | 15,233 | 15,497 | 15,761 | 16,025 | 16,289 | 16,553 | 16,817 | 17,081 | 2,640 |
| Multi-Family | 12,565 | 12,865 | 13,165 | 13,465 | 13,765 | 14,065 | 14,365 | 14,665 | 14,965 | 15,265 | 15,565 | 3,000 |
| Total Housing Units | 27,006 | 27,570 | 28,134 | 28,698 | 29,262 | 29,826 | 30,390 | 30,954 | 31,518 | 32,082 | 32,646 | 5,640 |
| Employment | | | | | | | | | | | | |
| Industrial / Flex | 5,358 | 5,364 | 5,370 | 5,375 | 5,381 | 5,387 | 5,393 | 5,399 | 5,405 | 5,410 | 5,416 | 58 |
| Commercial / Retail | 14,122 | 14,294 | 14,467 | 14,640 | 14,812 | 14,985 | 15,158 | 15,331 | 15,503 | 15,676 | 15,849 | 1,727 |
| Office / Institutional | 24,692 | 24,841 | 24,989 | 25,138 | 25,286 | 25,435 | 25,583 | 25,731 | 25,880 | 26,028 | 26,177 | 1,484 |
| Total Employment | 44,172 | 44,499 | 44,826 | 45,153 | 45,480 | 45,807 | 46,134 | 46,461 | 46,788 | 47,115 | 47,441 | 3,270 |
| Nonres. Floor Area (x1,000) | | | | | | | | | | | | |
| Industrial / Flex | 4,987 | 4,992 | 4,997 | 5,002 | 5,007 | 5,012 | 5,017 | 5,022 | 5,027 | 5,032 | 5,037 | 50 |
| Commercial / Retail | 7,360 | 7,434 | 7,508 | 7,582 | 7,655 | 7,729 | 7,803 | 7,877 | 7,950 | 8,024 | 8,098 | 737 |
| Office / Institutional | 5,344 | 5,394 | 5,444 | 5,494 | 5,544 | 5,594 | 5,644 | 5,694 | 5,744 | 5,794 | 5,844 | 500 |
| Total Nonres. Floor Area | 17,691 | 17,820 | 17,949 | 18,077 | 18,206 | 18,335 | 18,464 | 18,593 | 18,721 | 18,850 | 18,979 | 1,288 |

Nonresidential: Floor area growth based on recent trends, jobs projected use ITE multipliers

- **Service Area: Citywide**
- **Components**
 - Facilities (incremental)
 - Apparatus (incremental)
 - Communications Equipment (incremental)
- **10-Year Demand**
 - Facilities: 8,000 sq ft, \$4.1 million
 - Apparatus: 6 units, \$2.3 million
 - Communications Equipment: 34 units, \$230k

Facilities

| Description | Square Feet |
|------------------------|---------------|
| Station 1 | 8,000 |
| Station 2 | 10,000 |
| Station 3 | 10,000 |
| Station 4 | 6,500 |
| Station 5 | 8,000 |
| Station 6 | 8,000 |
| Wildfire Crew Station | 2,000 |
| Administrative Offices | 3,000 |
| Total | 55,500 |

| Cost Allocation Factors | |
|-----------------------------|-------------|
| Planned Station Cost | \$5,135,000 |
| Planned Station Square Feet | 10,000 |
| Cost per Square Foot | \$514 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|----------|
| Existing Square Feet | 55,500 |
| Residential | |
| Residential Share | 67% |
| 2019 Peak Population | 75,756 |
| Square Feet per Person | 0.4909 |
| Cost per Person | \$252.05 |
| Nonresidential | |
| Nonresidential Share | 33% |
| 2019 Jobs | 44,172 |
| Square Feet per Job | 0.4146 |
| Cost per Job | \$212.91 |

Source: Flagstaff Fire Department

To maintain existing LOS, you need to construct 8,000 square feet of fire facilities.

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Sq. Ft. |
|------------------------|--------------------|-------------|------------------|
| Facilities | 0.4909 Square Feet | per Person | \$514 |
| | 0.4146 Square Feet | per Job | |

| Demand for Facilities | | | | | |
|-----------------------|-----------------|--------|-------------|----------------|--------|
| Year | Peak Population | Jobs | Residential | Nonresidential | Total |
| 2019 | 75,756 | 44,172 | 37,185 | 18,315 | 55,500 |
| 2020 | 77,097 | 44,499 | 37,843 | 18,451 | 56,294 |
| 2021 | 78,438 | 44,826 | 38,502 | 18,586 | 57,088 |
| 2022 | 79,780 | 45,153 | 39,160 | 18,722 | 57,882 |
| 2023 | 81,121 | 45,480 | 39,818 | 18,857 | 58,676 |
| 2024 | 82,462 | 45,807 | 40,477 | 18,993 | 59,470 |
| 2025 | 83,803 | 46,134 | 41,135 | 19,128 | 60,263 |
| 2026 | 85,145 | 46,461 | 41,793 | 19,264 | 61,057 |
| 2027 | 86,486 | 46,788 | 42,452 | 19,400 | 61,851 |
| 2028 | 87,827 | 47,115 | 43,110 | 19,535 | 62,645 |
| 2029 | 89,168 | 47,441 | 43,769 | 19,671 | 63,439 |
| 10-Yr Increase | 13,412 | 3,270 | 6,584 | 1,356 | 7,939 |

| | | | |
|-----------------------------|-------------|-----------|-------------|
| Growth-Related Expenditures | \$3,380,637 | \$696,124 | \$4,076,760 |
|-----------------------------|-------------|-----------|-------------|

Apparatus

| Description | Units | Unit Cost ¹ | Replacement Cost |
|---------------------------------|-----------|------------------------|---------------------|
| 3/4-Ton 4x4 Truck (WFM) | 3 | \$90,000 | \$270,000 |
| 3/4-Ton 4x4 Truck (RTC) | 2 | \$80,000 | \$160,000 |
| Aerial Truck (Quint Ladder) | 2 | \$1,345,000 | \$2,690,000 |
| 4x4 SUV-Tahoe (BC/DC) | 3 | \$62,500 | \$187,500 |
| Rescue Vehicle | 2 | \$300,000 | \$600,000 |
| Engine Type 6 | 4 | \$210,000 | \$840,000 |
| 1/2-Ton 2WD Truck | 1 | \$30,000 | \$30,000 |
| Engine Type 1 | 8 | \$780,000 | \$6,240,000 |
| 4x4 SUV CRR | 7 | \$47,500 | \$332,500 |
| 1-Ton 4x4 Rescue Truck | 1 | \$90,000 | \$90,000 |
| Engine Type 3 | 3 | \$430,000 | \$1,290,000 |
| Water Tender Type 2 | 2 | \$415,000 | \$830,000 |
| HAZMAT Truck | 1 | \$675,000 | \$675,000 |
| Heavy Rescue | 1 | \$925,000 | \$925,000 |
| UTV | 2 | \$18,000 | \$36,000 |
| SCBA Packs/Bottles ² | | | \$540,000 |
| Total | 42 | \$374,667 | \$15,736,000 |

1. Includes the cost of equipment

2. Includes 90 SCBA packs/bottles with cost allocated to all apparatus

Apparatus

To maintain existing LOS, you need to acquire 6.0 additional fire apparatus.

| Cost Allocation Factors | |
|-------------------------|-----------|
| Average Cost per Unit | \$374,667 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|----------|
| Existing Units | 42 |
| Residential | |
| Residential Share | 67% |
| 2019 Peak Population | 75,756 |
| Units per Person | 0.0004 |
| Cost per Person | \$139.17 |
| Nonresidential | |
| Nonresidential Share | 33% |
| 2019 Jobs | 44,172 |
| Units per Job | 0.0003 |
| Cost per Job | \$117.56 |

Source: Flagstaff Fire Department

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Unit |
|------------------------|------------------|-------------|---------------|
| Apparatus | 0.0004 Units | per Person | \$374,667 |
| | 0.0003 Units | per Job | |

| Demand for Apparatus | | | | | |
|----------------------|-----------------|--------|-------------|----------------|-------|
| Year | Peak Population | Jobs | Residential | Nonresidential | Total |
| 2019 | 75,756 | 44,172 | 28.1 | 13.9 | 42.0 |
| 2020 | 77,097 | 44,499 | 28.6 | 14.0 | 42.6 |
| 2021 | 78,438 | 44,826 | 29.1 | 14.1 | 43.2 |
| 2022 | 79,780 | 45,153 | 29.6 | 14.2 | 43.8 |
| 2023 | 81,121 | 45,480 | 30.1 | 14.3 | 44.4 |
| 2024 | 82,462 | 45,807 | 30.6 | 14.4 | 45.0 |
| 2025 | 83,803 | 46,134 | 31.1 | 14.5 | 45.6 |
| 2026 | 85,145 | 46,461 | 31.6 | 14.6 | 46.2 |
| 2027 | 86,486 | 46,788 | 32.1 | 14.7 | 46.8 |
| 2028 | 87,827 | 47,115 | 32.6 | 14.8 | 47.4 |
| 2029 | 89,168 | 47,441 | 33.1 | 14.9 | 48.0 |
| 10-Yr Increase | 13,412 | 3,270 | 5.0 | 1.0 | 6.0 |

| | | | |
|-----------------------------|-------------|-----------|-------------|
| Growth-Related Expenditures | \$1,865,840 | \$385,907 | \$2,251,747 |
|-----------------------------|-------------|-----------|-------------|

Communications Equipment

| Description | Units | Unit Cost | Replacement Cost |
|--------------------------|------------|----------------|--------------------|
| Portable Radios 800mhz | 100 | \$8,000 | \$800,000 |
| Wildland VHF Radios | 60 | \$2,500 | \$150,000 |
| Mobile Radios 800mhz/VHF | 75 | \$8,500 | \$637,500 |
| Total | 235 | \$6,755 | \$1,587,500 |

To maintain existing LOS, you need to acquire 34 additional units of communications equipment.

| Cost Allocation Factors | |
|-------------------------|---------|
| Average Cost per Unit | \$6,755 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|---------|
| Existing Units | 235 |
| Residential | |
| Residential Share | 67% |
| 2019 Peak Population | 75,756 |
| Units per Person | 0.0021 |
| Cost per Person | \$14.04 |
| Nonresidential | |
| Nonresidential Share | 33% |
| 2019 Jobs | 44,172 |
| Units per Job | 0.0018 |
| Cost per Job | \$11.86 |

Source: Flagstaff Fire Department

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Unit |
|--------------------------|------------------|-------------|---------------|
| Communications Equipment | 0.0021 Units | per Person | \$6,755 |
| | 0.0018 Units | per Job | |

| Demand for Communications Equipment | | | | | |
|-------------------------------------|-----------------|--------|-------------|----------------|-------|
| Year | Peak Population | Jobs | Residential | Nonresidential | Total |
| 2019 | 75,756 | 44,172 | 157.5 | 77.6 | 235.0 |
| 2020 | 77,097 | 44,499 | 160.2 | 78.1 | 238.4 |
| 2021 | 78,438 | 44,826 | 163.0 | 78.7 | 241.7 |
| 2022 | 79,780 | 45,153 | 165.8 | 79.3 | 245.1 |
| 2023 | 81,121 | 45,480 | 168.6 | 79.8 | 248.4 |
| 2024 | 82,462 | 45,807 | 171.4 | 80.4 | 251.8 |
| 2025 | 83,803 | 46,134 | 174.2 | 81.0 | 255.2 |
| 2026 | 85,145 | 46,461 | 177.0 | 81.6 | 258.5 |
| 2027 | 86,486 | 46,788 | 179.8 | 82.1 | 261.9 |
| 2028 | 87,827 | 47,115 | 182.5 | 82.7 | 265.3 |
| 2029 | 89,168 | 47,441 | 185.3 | 83.3 | 268.6 |
| 10-Yr Increase | 13,412 | 3,270 | 27.9 | 5.7 | 33.6 |

| | | | |
|-----------------------------|-----------|----------|-----------|
| Growth-Related Expenditures | \$188,338 | \$38,776 | \$227,114 |
|-----------------------------|-----------|----------|-----------|

Proposed Fire Fees

| Fee Component | Cost per Person | Cost per Job |
|--------------------------|-----------------|--------------|
| Facilities | \$252.05 | \$212.91 |
| Apparatus | \$139.17 | \$117.56 |
| Communications Equipment | \$14.04 | \$11.86 |
| Development Fee Report | \$2.25 | \$4.54 |
| Total | \$407.51 | \$346.87 |

| Residential Development | Fees per Unit | | | |
|-------------------------|------------------------------------|---------------|--------------|---------|
| Development Type | Persons per Household ¹ | Proposed Fees | Current Fees | Change |
| Single-Family Units | | | | |
| 0-1 Bedrooms | 1.91 | \$778 | \$366 | \$412 |
| 2 Bedrooms | 2.19 | \$892 | \$366 | \$526 |
| 3 Bedrooms | 2.63 | \$1,071 | \$366 | \$705 |
| 4+ Bedrooms | 3.33 | \$1,357 | \$366 | \$991 |
| Multi-Family Units | | | | |
| 0-1 Bedrooms | 1.58 | \$643 | \$342 | \$301 |
| 2 Bedrooms | 2.20 | \$896 | \$342 | \$554 |
| 3+ Bedrooms | 3.32 | \$1,352 | \$342 | \$1,010 |

| Nonresidential Development | Fees per Square Foot | | | |
|----------------------------|-----------------------------------|---------------|--------------|--------|
| Development Type | Jobs per 1,000 Sq Ft ¹ | Proposed Fees | Current Fees | Change |
| Industrial / Flex | 1.16 | \$0.40 | \$0.08 | \$0.32 |
| Commercial / Retail | 2.34 | \$0.81 | \$0.59 | \$0.22 |
| Office / Institutional | 2.97 | \$1.03 | \$0.23 | \$0.80 |
| Hotel (per room) | 0.58 | \$202 | N/A | N/A |
| Nursing Home (per bed) | 1.05 | \$364 | N/A | N/A |
| Assisted Living (per bed) | 0.61 | \$212 | N/A | N/A |

Alternative:
Single-Family \$1,083
Multi-Family \$868



- **Service Area: Citywide**
- **Components**
 - Facilities (incremental)
 - Vehicles (incremental)
 - Communications Equipment (incremental)
- **10-Year Demand**
 - Facilities: 6,400 sq ft, \$2.4 million
 - Vehicles: 14 units, \$670k
 - Communications Equipment: 37 units, \$335k

Facilities

To maintain existing LOS, you need to construct 6,400 square feet of police facilities.

| Description | Square Feet |
|----------------------|---------------|
| LEAF Facility | 31,148 |
| Commerce Warehouse | 9,000 |
| Southside Substation | 64 |
| Sunnyside Substation | 400 |
| Pod Storage | 2,560 |
| Total | 43,172 |

| Cost Allocation Factors | |
|-------------------------|-------|
| Cost per Square Foot | \$375 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|----------|
| Existing Square Feet | 43,172 |
| Residential | |
| Residential Share | 66% |
| 2019 Peak Population | 75,756 |
| Square Feet per Person | 0.3761 |
| Cost per Person | \$141.05 |
| Nonresidential | |
| Nonresidential Share | 34% |
| 2019 Vehicle Trips | 126,120 |
| Square Feet per Vehicle Trip | 0.1164 |
| Cost per Vehicle Trip | \$43.64 |

Source: Flagstaff Police Department

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Sq. Ft. |
|------------------------|--------------------|------------------|------------------|
| Facilities | 0.3761 Square Feet | per Person | \$375 |
| | 0.1164 Square Feet | per Vehicle Trip | |

| Demand for Facilities | | | | | |
|-----------------------|-----------------|---------------|-------------|----------------|--------|
| Year | Peak Population | Vehicle Trips | Residential | Nonresidential | Total |
| 2019 | 75,756 | 126,120 | 28,494 | 14,678 | 43,172 |
| 2020 | 77,097 | 127,290 | 28,998 | 14,815 | 43,813 |
| 2021 | 78,438 | 128,461 | 29,502 | 14,951 | 44,453 |
| 2022 | 79,780 | 129,632 | 30,007 | 15,087 | 45,094 |
| 2023 | 81,121 | 130,803 | 30,511 | 15,223 | 45,735 |
| 2024 | 82,462 | 131,973 | 31,016 | 15,360 | 46,376 |
| 2025 | 83,803 | 133,144 | 31,520 | 15,496 | 47,016 |
| 2026 | 85,145 | 134,315 | 32,025 | 15,632 | 47,657 |
| 2027 | 86,486 | 135,485 | 32,529 | 15,769 | 48,298 |
| 2028 | 87,827 | 136,656 | 33,034 | 15,905 | 48,939 |
| 2029 | 89,168 | 137,827 | 33,538 | 16,041 | 49,579 |
| 10-Yr Increase | 13,412 | 11,707 | 5,045 | 1,363 | 6,407 |

| | | | |
|-----------------------------|-------------|-----------|-------------|
| Growth-Related Expenditures | \$1,891,767 | \$510,952 | \$2,402,719 |
|-----------------------------|-------------|-----------|-------------|

\$375 per square foot from LEAF expansion

Vehicles

| Description | Units | Unit Cost ¹ | Replacement Cost |
|----------------------------------|-----------|------------------------|--------------------|
| Patrol Sedans | 42 | \$60,000 | \$2,520,000 |
| Patrol Motorcycles | 6 | \$35,000 | \$210,000 |
| Patrol Motorcycle Trainer | 3 | \$11,480 | \$34,440 |
| Patrol Truck 4X4 | 1 | \$28,594 | \$28,594 |
| Prisoner Transport Van | 1 | \$44,220 | \$44,220 |
| Patrol Surveillance Van | 1 | \$40,000 | \$40,000 |
| Bomb Squad Vehicle | 1 | \$176,028 | \$176,028 |
| Bomb Squad Trailer | 1 | \$85,038 | \$85,038 |
| SWAT Armored Vehicle | 1 | \$295,000 | \$295,000 |
| DUI Van | 1 | \$60,377 | \$60,377 |
| Radar/Sign Board Trailer | 3 | \$25,511 | \$76,533 |
| Full Service Sedan | 23 | \$29,000 | \$667,000 |
| Street Crimes Task Force Vehicle | 4 | \$36,779 | \$147,116 |
| Utility Trailer | 1 | \$3,720 | \$3,720 |
| Animal Control Truck 4X4 | 2 | \$51,916 | \$103,832 |
| Total | 91 | \$49,362 | \$4,491,898 |

1. Includes the cost of equipment

Vehicles

To maintain existing LOS, you need to acquire 34 additional police vehicles.

| Cost Allocation Factors | |
|-------------------------|----------|
| Average Cost per Unit | \$49,362 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|---------|
| Existing Units | 91 |
| Residential | |
| Residential Share | 66% |
| 2019 Peak Population | 75,756 |
| Units per Person | 0.0008 |
| Cost per Person | \$39.13 |
| Nonresidential | |
| Nonresidential Share | 34% |
| 2019 Vehicle Trips | 126,120 |
| Units per Vehicle Trip | 0.0002 |
| Cost per Vehicle Trip | \$12.11 |

Source: Flagstaff Police Department

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Unit |
|------------------------|------------------|------------------|---------------|
| Vehicles | 0.0008 Units | per Person | \$49,362 |
| | 0.0002 Units | per Vehicle Trip | |

| Demand for Vehicles | | | | | |
|---------------------|-----------------|---------------|-------------|----------------|-------|
| Year | Peak Population | Vehicle Trips | Residential | Nonresidential | Total |
| 2019 | 75,756 | 126,120 | 60.1 | 30.9 | 91.0 |
| 2020 | 77,097 | 127,290 | 61.1 | 31.2 | 92.4 |
| 2021 | 78,438 | 128,461 | 62.2 | 31.5 | 93.7 |
| 2022 | 79,780 | 129,632 | 63.3 | 31.8 | 95.1 |
| 2023 | 81,121 | 130,803 | 64.3 | 32.1 | 96.4 |
| 2024 | 82,462 | 131,973 | 65.4 | 32.4 | 97.8 |
| 2025 | 83,803 | 133,144 | 66.4 | 32.7 | 99.1 |
| 2026 | 85,145 | 134,315 | 67.5 | 33.0 | 100.5 |
| 2027 | 86,486 | 135,485 | 68.6 | 33.2 | 101.8 |
| 2028 | 87,827 | 136,656 | 69.6 | 33.5 | 103.2 |
| 2029 | 89,168 | 137,827 | 70.7 | 33.8 | 104.5 |
| 10-Yr Increase | 13,412 | 11,707 | 10.6 | 2.9 | 13.5 |

| | | | |
|-----------------------------|-----------|-----------|-----------|
| Growth-Related Expenditures | \$524,885 | \$141,767 | \$666,652 |
|-----------------------------|-----------|-----------|-----------|

Communications Equipment

| Description | Units | Unit Cost | Replacement Cost |
|--------------------------|------------|----------------|--------------------|
| Portable Radios 800mhz | 154 | \$8,000 | \$1,232,000 |
| Mobile Radios 800mhz/VHF | 83 | \$8,500 | \$705,500 |
| Dispatch Consoles | 10 | \$32,000 | \$320,000 |
| Total | 247 | \$9,140 | \$2,257,500 |

To maintain existing LOS, you need to acquire 37 additional units of communications equipment.

| Cost Allocation Factors | |
|-------------------------|---------|
| Average Cost per Unit | \$9,140 |

| Level-of-Service (LOS) Standards | |
|----------------------------------|---------|
| Existing Units | 247 |
| Residential | |
| Residential Share | 66% |
| 2019 Peak Population | 75,756 |
| Units per Person | 0.0022 |
| Cost per Person | \$19.67 |
| Nonresidential | |
| Nonresidential Share | 34% |
| 2019 Vehicle Trips | 126,120 |
| Units per Vehicle Trip | 0.0007 |
| Cost per Vehicle Trip | \$6.09 |

Source: Flagstaff Police Department

| Type of Infrastructure | Level of Service | Demand Unit | Cost per Unit |
|--------------------------|------------------|------------------|---------------|
| Communications Equipment | 0.0022 Units | per Person | \$9,140 |
| | 0.0007 Units | per Vehicle Trip | |

| Demand for Communications Equipment | | | | | |
|-------------------------------------|-----------------|---------------|-------------|----------------|-------|
| Year | Peak Population | Vehicle Trips | Residential | Nonresidential | Total |
| 2019 | 75,756 | 126,120 | 163.0 | 84.0 | 247.0 |
| 2020 | 77,097 | 127,290 | 165.9 | 84.8 | 250.7 |
| 2021 | 78,438 | 128,461 | 168.8 | 85.5 | 254.3 |
| 2022 | 79,780 | 129,632 | 171.7 | 86.3 | 258.0 |
| 2023 | 81,121 | 130,803 | 174.6 | 87.1 | 261.7 |
| 2024 | 82,462 | 131,973 | 177.5 | 87.9 | 265.3 |
| 2025 | 83,803 | 133,144 | 180.3 | 88.7 | 269.0 |
| 2026 | 85,145 | 134,315 | 183.2 | 89.4 | 272.7 |
| 2027 | 86,486 | 135,485 | 186.1 | 90.2 | 276.3 |
| 2028 | 87,827 | 136,656 | 189.0 | 91.0 | 280.0 |
| 2029 | 89,168 | 137,827 | 191.9 | 91.8 | 283.7 |
| 10-Yr Increase | 13,412 | 11,707 | 28.9 | 7.8 | 36.7 |

| | | | |
|-----------------------------|-----------|----------|-----------|
| Growth-Related Expenditures | \$263,792 | \$71,248 | \$335,041 |
|-----------------------------|-----------|----------|-----------|

Proposed Police Fees

| Fee Component | Cost per Person | Cost per Veh Trip |
|--------------------------|-----------------|-------------------|
| Facilities | \$141.05 | \$43.64 |
| Vehicles | \$39.13 | \$12.11 |
| Communications Equipment | \$19.67 | \$6.09 |
| Development Fee Report | \$2.19 | \$1.29 |
| Total | \$202.04 | \$63.13 |

| Residential Development | Fees per Unit | | | |
|-------------------------|------------------------------------|---------------|--------------|--------|
| Development Type | Persons per Household ¹ | Proposed Fees | Current Fees | Change |
| Single-Family Units | | | | |
| 0-1 Bedrooms | 1.91 | \$385 | \$182 | \$203 |
| 2 Bedrooms | 2.19 | \$442 | \$182 | \$260 |
| 3 Bedrooms | 2.63 | \$531 | \$182 | \$349 |
| 4+ Bedrooms | 3.33 | \$672 | \$182 | \$490 |
| Multi-Family Units | | | | |
| 0-1 Bedrooms | 1.58 | \$319 | \$170 | \$149 |
| 2 Bedrooms | 2.20 | \$444 | \$170 | \$274 |
| 3+ Bedrooms | 3.32 | \$670 | \$170 | \$500 |

Alternative:
Single-Family \$537
Multi-Family \$430

| Nonresidential Development | Fees per Square Foot | | | |
|----------------------------|-----------------------------------|---------------|--------------|--------|
| Development Type | AWVT per 1,000 Sq Ft ¹ | Proposed Fees | Current Fees | Change |
| Industrial / Flex | 1.69 | \$0.10 | \$0.03 | \$0.07 |
| Commercial / Retail | 12.46 | \$0.78 | \$0.29 | \$0.49 |
| Office / Institutional | 4.87 | \$0.30 | \$0.11 | \$0.19 |
| Hotel (per room) | 4.18 | \$263 | N/A | N/A |
| Nursing Home (per bed) | 1.53 | \$96 | N/A | N/A |
| Assisted Living (per bed) | 1.30 | \$82 | N/A | N/A |

Fee Comparison

Current Fees

| Residential Development | Fees per Unit | | |
|-------------------------|---------------|--------|-------|
| Development Type | Fire | Police | Total |
| Single Family | \$366 | \$182 | \$548 |
| Multi-Family | \$342 | \$170 | \$512 |

| Nonresidential Development | Fees per Square Foot | | |
|----------------------------|----------------------|--------|--------|
| Development Type | Fire | Police | Total |
| Industrial Flex | \$0.08 | \$0.03 | \$0.11 |
| Commercial | \$0.59 | \$0.29 | \$0.88 |
| Office | \$0.23 | \$0.11 | \$0.34 |

Proposed Fees

| Residential Development | Fees per Unit | | |
|-------------------------|---------------|--------|---------|
| Development Type | Fire | Police | Total |
| Single-Family Units | | | |
| 0-1 Bedrooms | \$778 | \$385 | \$1,163 |
| 2 Bedrooms | \$892 | \$442 | \$1,334 |
| 3 Bedrooms | \$1,071 | \$531 | \$1,602 |
| 4+ Bedrooms | \$1,357 | \$672 | \$2,029 |
| Multi-Family Units | | | |
| 0-1 Bedrooms | \$643 | \$319 | \$962 |
| 2 Bedrooms | \$896 | \$444 | \$1,340 |
| 3+ Bedrooms | \$1,352 | \$670 | \$2,022 |

| Nonresidential Development | Fees per Square Foot | | |
|----------------------------|----------------------|--------|--------|
| Development Type | Fire | Police | Total |
| Industrial / Flex | \$0.40 | \$0.10 | \$0.50 |
| Commercial / Retail | \$0.81 | \$0.78 | \$1.59 |
| Office / Institutional | \$1.03 | \$0.30 | \$1.33 |
| Hotel (per room) | \$202 | \$263 | \$465 |
| Nursing Home (per bed) | \$364 | \$96 | \$460 |
| Assisted Living (per bed) | \$212 | \$82 | \$294 |

Alternative:

Single-Family \$1,620
Multi-Family \$1,298



Adoption Timeline

January 7: Council Work Session

Feb 18: Public Hearing, LUA/IIP

Apr 7: Adoption, LUA/IIP

May 19: Public Hearing, Development Fees

July 7: Adoption, Development Fees

Sept 21: Fees Effective

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tiffany Antol, Current Planning Manager
Co-Submitter: Dan Folke, Community Development Director; Rick Tadder, Management Services Director
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE
Development Fees

STAFF RECOMMENDED ACTION:

Receive Council direction on the use of Development Fees for programs other than Public Safety.

EXECUTIVE SUMMARY:

Arizona Revised Statute 9-463.05, allows a municipality to assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, as well as financing and professional services required for the preparation or revision of a development fee, including the required land use assumptions and infrastructure improvements plan. Development fees assessed by the City are required to result in a beneficial use to the development and may not exceed a proportionate share of the cost of necessary public services to the development. Development fees can only be used for public services identified in the adopted infrastructure improvements plan, including construction, acquisition or expansion of necessary public services or facilities. Development fees may not be used for repair, operation, or maintenance of public services or facility expansions.

Necessary public services that can be supported by a Development Fee include the following:

- Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities.
- Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.
- Stormwater, drainage and flood control facilities, including any appurtenances for those facilities.
- Library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances.
- Street facilities located in the service area, including arterial or collector streets or roads

that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.

- Fire and police facilities, including all appurtenances, equipment and vehicles.
- Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development.

INFORMATION:

The City hired TischlerBise in 2005 to complete a study for a development fee program. This study examined the City's needs for infrastructure improvements to support the development policies contained in the Flagstaff Area Regional Land Use and Transportation Plan (The Region Plan prior to the currently adopted Plan.) The consultant's Infrastructure Improvement Plan and Development Fee Study examined the City's future needs related to Library, Parks & Recreation, Open Space and Trails, Police, Fire, Public Works, General Government, and Transportation. The study identified the needs for facilities and services for various residential and commercial uses. This study identified costs allowable under state law during that time frame. The study concluded that for a single-family home, the cost of providing all needed facilities would be approximately \$15,199. That total included the following breakdown:

- Library \$896
- Parks & Recreation \$5,590
- Open Space and Trails \$587
- Police \$261
- Fire \$444
- Public Works \$1,195
- General Government \$353
- Transportation \$5,872

The consultant's study identified the cost of facilities needed to support new growth. One method of paying for these needs is development fees. The current method used, except for Police and Fire, is exactions. Under this method, the City and the developer negotiate the developer's contribution to facilities critical to support that development. These obligations are often required as a condition of the development approval process or in a development agreement. Items such as vehicles and equipment are often not included in this method. The required exactions for public improvements may be a proportional share fee dedicated to the improvement or may require the construction of the improvement. For example, if street improvements are required they may be constructed and in place at the time the development opens.

Development fees are an organized, predictable method of paying for facilities and services needed to support new developments. Developers would know their costs upfront. The City would know that it would receive funds to support the expansion of facilities and services to support new growth. The City is required to construct the necessary improvements and may not be in place at the time a project opens.

In 2008, the City adopted the first development fees for Police and Fire only. Since that time the fees have been readopted/revised in 2011 and 2014. Both times were due to changes in state statute. A breakdown of the adopted fees is as follows:

| Residential Development Type (per dwelling unit) | Combined Fee per Ordinance No. 2008-28 | Combined Fee per Ordinance No. 2011-32 | Combined Fee per Ordinance No. 2014-10 |
|---|---|---|---|
| Single-Family | \$705 | \$675 | \$548 |
| Multi-Family | \$559 | \$536 | \$512 |
| All Other Housing | \$679 | \$651 | Removed |

| Nonresidential Development Type (per square foot) | Combined Fee per Ordinance No. 2008-28 | Combined Fee per Ordinance No. 2011-32 | Combined Fee per Ordinance No. 2014-10 |
|--|---|---|---|
| Comm/Shopping Center 25,000 sq. ft. or less | \$2.12 | \$2.00 | |
| Comm/Shopping Center 25,001-50,000 sq. ft. | \$1.68 | \$1.73 | |
| Comm/Shopping Center 50,001-100,000 sq. ft. | \$1.53 | \$1.45 | |
| Comm/Shopping Center 100,001-200,000 sq. ft. | \$1.31 | \$1.24 | |
| Comm/Shopping Center over 200,000 sq. ft. | \$1.11 | \$1.05 | |
| Office/Institutional 10,000 sq. ft. or less | \$0.78 | \$0.73 | |
| Office/Institutional 10,001-25,000 sq. ft. | \$0.62 | \$0.59 | |
| Office/Institutional 25,001-50,000 sq. ft. | \$0.54 | \$0.51 | |
| Office/Institutional 50,001-100,000 sq. ft. | \$0.45 | \$0.43 | |
| Office/Institutional over 100,000 sq. ft. | \$0.39 | \$0.37 | |
| Business Park | \$0.43 | \$0.41 | |
| Light Industrial | \$0.21 | \$0.23 | |
| Warehousing | \$0.17 | \$0.16 | |
| Manufacturing | \$0.13 | \$0.12 | |
| Hotel (per room) | \$192 | \$182 | |
| Commercial | | | \$0.88 |
| Office | | | \$0.34 |
| Industrial Flex | | | \$0.11 |

Attachments: Presentation

Development Fees

January 7, 2020





Development Fees

Background

- A Development Fee (aka Impact Fee) is a fee that is imposed by a local government on a new or proposed development project to pay for all or a portion of the costs of providing public services to the new development.
- Flagstaff adopted Police and Fire (Public Safety) development fees in 2008.
- The City of Flagstaff collects Public Safety impact fees to assist in purchasing capital items that are a result of growth.



Development Fees

Types of Public Services

- Water facilities
- Wastewater facilities
- Stormwater, drainage and flood control facilities
- Library facilities
- Street facilities
- Fire and Police facilities
- Neighborhood parks and recreational facilities



Development Fees

History

- In **2005** the City hired TischlerBise to complete a study for a development fee program. The study examined the City's future needs related to Library, Parks & Recreation, Open Space and Trails, Police, Fire, Public Works, General Government, and Transportation (allowable costs at the time the report was completed).
- The study concluded that for a single-family home, the cost of providing all needed facilities would be approximately **\$15,199.**



Development Fees

Breakdown of Proposed Fees in 2005

- Library \$896
- Parks & Recreation \$5,590
- Open Space and Trails \$587
- Police \$261
- Fire \$444
- Public Works \$1,195
- General Government \$353
- Transportation \$5872



Development Fees

Advantages

- Development fees are an organized, predictable method of paying for facilities and services need to support new developments.
- Developers know their costs upfront.
- City receives funds to support the expansion of facilities and services to support new growth.



Development Fees

Disadvantages

- City is required to construct all necessary improvements required to mitigate development.
- May require financing to front the construction cost as fees are collected over time.
- Required improvements might not be in place at the time a new development project opens.



Development Fees

Current Method – Exactions (Excluding Public Safety)

- The City and Developer negotiate the developer's contribution to facilities critical to support proposed development based on an impact analysis.
- These obligations are often required as a condition of the development approval process or in a Development Agreement.
- Items such as vehicles and equipment are often not included in this method.
- May be a fee or may be the construction of an improvement.

Development Fees

January 7, 2020

- Staff is looking to receive Council direction on the use of Development Fees for programs other than Public Safety.
 - In order to pursue additional Development Fees a new Infrastructure Improvement Plan would need to be developed (\$30,000 budgeted).
 - Staff can maintain the status quo and continue to use the exaction process on each individual development to address the impacts of growth.



CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE

Future Agenda Item Request (F.A.I.R.) A Citizens' Petition requesting Council to seriously consider the effect of noise pollution on the quality of life in Flagstaff. They ask that Council address the unnecessary noise created when drivers intentionally modify a vehicle for the sole purpose of increasing their noise footprint.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on December 9, 2019, requesting Council to seriously consider the effect of noise pollution on the quality of life in Flagstaff. They ask that Council address the unnecessary noise created when drivers intentionally modify a vehicle for the sole purpose of increasing their noise footprint.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2019-04

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12



Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Intentional Noise Pollution

Action Requested: We the undersigned request that City Council seriously consider the effect of noise pollution on the quality of life in Flagstaff. We ask that council address the unnecessary noise created when drivers intentionally modify a vehicle for the sole purpose of increasing their noise footprint.

Printed Name of Submitter: Michael Collier

(Submitter must also sign below and complete information)

Contact Information: 928 779 2962 mcollier721@gmail.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

| DATE SIGNED | PRINTED NAME | RESIDENCE ADDRESS | SIGNATURE |
|-------------|---------------------|---------------------------|--------------------|
| 11/19/2019 | MICHAEL COLLIER | 824 W. Cherry, FLG | Michael Collier |
| 11/19/2019 | Rose Houk | 824 W. Cherry, Flg | Rose Houk |
| 11/19/19 | MEL TUCKER | 118 E. TERRACE | Mel Tucker |
| 12/19/19 | Beth Kuisely Tucker | 118 E. Terrace Av | Beth Tucker |
| 11/19/19 | DOROTHY HOUK | 811 W. CHERRY AVE | Dorothy Houk |
| 11/19/2019 | SCOTT THYSON | 4050 N. LAUSANNE | Scott Tyson |
| 11/19/2019 | Anthony Delagarza | 209 E Cottage Ave | Anthony Delagarza |
| 11/19/2019 | ANN HADLEY | 1705 N. SAN FRANCISCO ST. | Ann Hadley |
| 11/19/2019 | Philip Pearl | 502 N. Bertrand St. | Philip Pearl |
| 11/19/2019 | Elsa vonRosenstiel | 502 N. Bertrand St | Elsa vonRosenstiel |

| RECEIVED BY CITY OF FLAGSTAFF | | |
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| DATE RECEIVED | BY | COUNCIL MEETING DATE |
| 12/2/2019 | | 1/7/20 |

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Intentional Noise Pollution

PAGE 2 OF 2

| DATE SIGNED | PRINTED NAME | RESIDENCE ADDRESS | SIGNATURE |
|-------------|-------------------|---|-------------------|
| 11.19.19 | Annette Avery | 728 N. Bertrand St. Flagstaff, AZ 86001 | Annette Avery |
| 11-19-19 | Rockie Johnson | 820 W. Aspen Flagstaff, AZ 86001 | Rockie Johnson |
| 11-19-19 | Anthony Garcia | 1716 E. Johnson Flagstaff, AZ 86004 | Anthony Garcia |
| 11-19-19 | Jennifer Blue | 405 W. Cherry Ave. Flagstaff, AZ 86001 | Jennifer Blue |
| 11-19-19 | Rick Moore | 405 W. Cherry Ave. Flagstaff, AZ 86001 | Rick Moore |
| 11-19-19 | MICHAEL GERNER | 811 W. CHERRY AVE #6 FLAGSTAFF, AZ 86001 | Michael Gerner |
| 11-19-19 | JOHN TAYLOR | 816 W. CHERRY AVE FLAGSTAFF, AZ 86001 | John Taylor |
| 11.19.19 | Erica Fancio | 816 W. CHERRY AVE Flagstaff, AZ 86001 | Erica Fancio |
| 11-20-19 | Therett Lawn | 1465 W. MELISSA DR Flagstaff, AZ 86015 | Therett Lawn |
| 11/20/19 | JERRY JOHNSON | 820 W. ASPEN AVE FLAGSTAFF, AZ 86001 | Jerry Johnson |
| 11-20-19 | JOHN A CROWLEY | 805 GRAND CANYON FLAGSTAFF, AZ 86001 | John A Crowley |
| 11-20-19 | JOLENEK ROHRBAKER | 805 GRAND CANYON FLAGSTAFF, AZ 86001 | Jolenek Rohrbaker |
| 11-20-19 | Lorelei Standish | 640 N. Pine Cliff Dr. Flagstaff, AZ 86001 | Lorelei Standish |
| 11-20-19 | Ember Crowley | 805 West Grand Canyon AVE. Flagstaff, AZ 86001 | Ember Crowley |
| 11-20-19 | Kelsey Garden | 863 W. Montvale Ave Apt #4, Flagstaff, AZ | Kelsey Garden |
| 11/20/19 | Roomie Wood | 3400 Lake Mary Rd #17103 Flagstaff, AZ 86005 | Roomie Wood |
| 11/20/19 | Cailey Clarke | 520 S. Leroux St. Flagstaff AZ 86001 | Cailey Clarke |
| 11-20-19 | JAZLEE CROWLEY | 863 W. MONTVALE AVE APT 4 FLAGSTAFF, AZ | Jazlee Crowley |
| 11-21-19 | Roberta Motter | 9009 W. Grand Canyon Flagstaff, AZ 86004 | Roberta Motter |
| | | | |
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CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 12/27/2019
Meeting Date: 01/07/2020



TITLE

Future Agenda Item Request (F.A.I.R.) A Citizens' Petition requesting that Navajo Road between Hopi Drive and Fort Valley Road have a sidewalk on the south side of the street with a standard 90 degree curb, while the north side of the street see replacement of roll curb in the exact location it is, with no sidewalk at all on the north side of the street. Further, the sidewalk on the south side will shift north to the greatest extent possible to preserve existing landscape and driveway parking to maintain the city-proposed road narrowing and on-street parking on both sides of the street.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on December 17, 2019, requesting that that Navajo Road between Hopi Drive and Fort Valley Road have a sidewalk on the south side of the street with a standard 90 degree curb, while the north side of the street see replacement of roll curb in the exact location it is, with no sidewalk at all on the north side of the street. Further, the sidewalk on the south side will shift north to the greatest extent possible to preserve existing landscape and driveway parking to maintain the city-proposed road narrowing and on-street parking on both sides of the street.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2019-05
Coconino Estates Project Flier

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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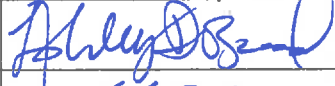



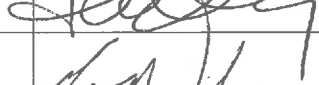
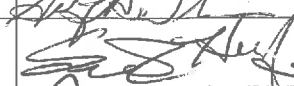



Title of Issue: Navajo Road Sidewalk

Action Requested: We the undersigned request Navajo Road between Hopi Dr and Fort Valley Rd have a sidewalk on the south side of the street with a standard 90 degree curb, while the north side of the street see replacement of roll curb in the exact location it is, with no sidewalk at all on the north side of the street. Further, the sidewalk on the south side will shift north to the greatest extent possible to preserve existing landscape and driveway parking to maintain the city-proposed road narrowing and on-street parking on both sides of the street.

Printed Name of Submitter:

Contact Information: Thomas C. Martin 419 West Navajo Road, Flagstaff, AZ 928-556-0742 tomhazel@grandcanyonazus.com

PETITION SIGNATURES

| DATE SIGNED | PRINTED NAME | RESIDENCE ADDRESS | SIGNATURE |
|--------------|----------------------------|--------------------|---|
| • 12/15/2019 | THOMAS C. MARTIN | 419 W. NAVAJO ROAD |  |
| • 12/15/19 | Ashley DeBoard | 503 W. Navajo Rd. |  |
| 12/15/19 | Adam Strobel | 503 W. Navajo Rd |  |
| • 12-15-19 | Kathryn Clark | 502 W. Navajo Rd. |  |
| 12-15-19 | SAM McRae | 502 W. Navajo |  |
| • 12-15-19 | TINA CHING | 513 W. Navajo |  |
| 12-15-19 | Gay R. Williams | 906 N. Navajo Dr |  |
| 12/15/19 | Susan Hueffle | 1006 N. Navajo Dr. |  |
| 12/15/19 | Annette McBrine | 911 N. Navajo Dr |  |
| 12.15.19 | Bonnie K. Feather | 1015 N. Navajo Dr. |  |

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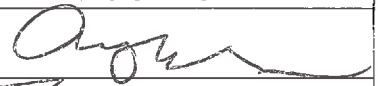



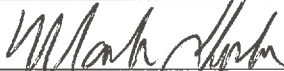
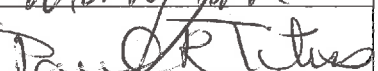



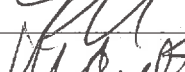

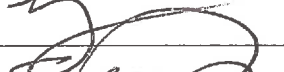




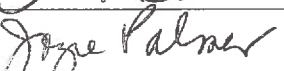


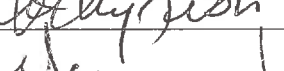


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| 12/17/19 | Stacy Saltzburg | 01/07/2020 |

02/2016

• = OWNER ON NAVAJO ROAD

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: NAVAJO ROAD SIGNATURE PAGE 2 OF 4

| DATE SIGNED | PRINTED NAME | RESIDENCE ADDRESS | SIGNATURE |
|-------------|--------------------------------|--------------------|---|
| 12/15/2019 | Amy B Wright | 1007 N. Navajo |  |
| 12/15/2019 | Taylor Nelson | 1014 N Navajo |  |
| 12/15/2019 | NORMAN KILL | 1024 N NAVAJO DR |  |
| 12/15/2019 | Carol C Julian | 624 W. Navasupa Rd |  |
| 12-15-19 | MARK JULIAN | 624 NAVASUPAI |  |
| 12-15-19 | Paul R Titus | 523 W. Navajo Rd |  |
| 12-15-19 | KAREN FELLA | 907 N. NAVATO DR |  |
| 12/15/19 | Tony Cullen | 1028 N. Navajo Dr. |  |
| 12/15/19 | Laura Cullen | 1028 N Navajo Dr. |  |
| 12/15/19 | Mary Ann Cullen | 1103 N. Navajo |  |
| 12/15/19 | Melissa Felder | 719 W. Whiting Rd |  |
| 12/15/19 | Seth Felder | 719 W. Whiting |  |
| 12/15/19 | Sallie Page | Sallie Page |  |
| 12/15/19 | Sallie H. Page | 627 W. (NAVASUPAI) |  |
| 12/15/19 | Anton Ciochetti | 515 W. Navajo |  |
| 12/15/19 | Joyce Palmer | 301 W. Navajo Rd |  |
| 12-15-19 | Rob Hernandez | 919 N. Hopi Dr |  |
| 12-15-19 | Kathy Fish | 905 N Hopi Dr |  |
| 12-15-19 | Marcos Ford | 1021 N. Navajo |  |
| 12/15/19 | Barb Polstein | 1111 N. Navajo |  |
| 12/15/19 | Michelle Castillo Miller | 305 W Navajo Rd |  |
| 12/16/19 | JAMES SANDERS James Sanders | 413 W. Navajo Rd |  |

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.




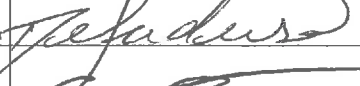
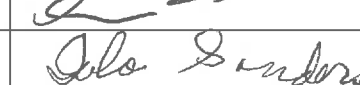
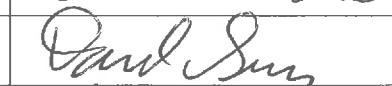
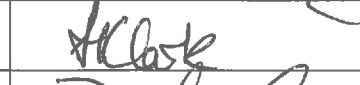

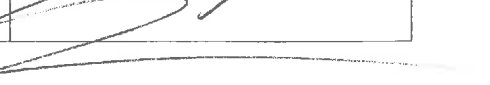

Title of Issue: Navajo Road Sidewalk

Action Requested: We the undersigned request Navajo Road between Hopi Dr and Fort Valley Rd have a sidewalk on the south side of the street with a standard 90 degree curb, while the north side of the street see replacement of roll curb in the exact location it is, with no sidewalk at all on the north side of the street. Further, the sidewalk on the south side will shift north to the greatest extent possible to preserve existing landscape and driveway parking to maintain the city-proposed road narrowing and on-street parking on both sides of the street.

Printed Name of Submitter:

Contact Information: Thomas C. Martin 419 West Navajo Road, Flagstaff, AZ 928-556-0742 tomhazel@grandcanyonazus.com

PETITION SIGNATURES

| DATE SIGNED | PRINTED NAME | RESIDENCE ADDRESS | SIGNATURE |
|-------------|---------------------|-------------------|---|
| • 12/15/19 | Laura McGrath | 401 W. Navajo Rd |  |
| • 12/15/19 | Jody Immell | 318 W NAVAJERO |  |
| 12/15/19 | Eric Mohr | 318 W NAVAJO |  |
| • 12/15/19 | Dianne Sanders | 317 W Navajo Rd |  |
| • 12/15/19 | Rico Alderete | 314 W Navajo Rd |  |
| • 12/15/19 | Iola Sanders | 413 W Navajo Rd |  |
| 12/15/19 | David Sanders | 413 W. Navajo Rd |  |
| 12.15.19 | HAZEL CLARK | 419 W. NAVAJO RD. |  |
| • 12/15/19 | Brandon Cruickshank | 514 W Navajo Rd |  |
| • 12/15/19 | NITZA Glick | 517 W. Navajo Rd |  |

| RECEIVED BY CITY OF FLAGSTAFF | | |
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| DATE RECEIVED | BY | COUNCIL MEETING DATE |
| | | |

02/2016

• = OWNER ON NAVAJO ROAD

PETITION TO FLAGSTAFF CITY COUNCIL
Pursuant to Flagstaff City Charter Article II Section 17
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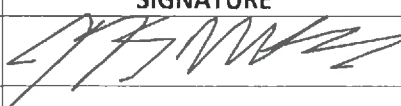

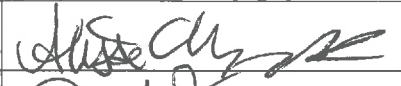

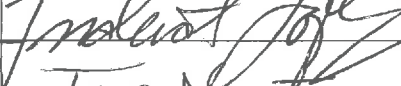
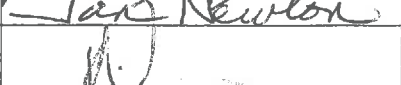
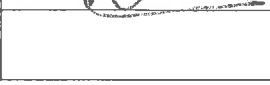
Title of Issue: Navajo Road Sidewalk

Action Requested: We the undersigned request Navajo Road between Hopi Dr and Fort Valley Rd have a sidewalk on the south side of the street with a standard 90 degree curb, while the north side of the street see replacement of roll curb in the exact location it is, with no sidewalk at all on the north side of the street. Further, the sidewalk on the south side will shift north to the greatest extent possible to preserve existing landscape and driveway parking to maintain the city-proposed road narrowing and on-street parking on both sides of the street.

Printed Name of Submitter:

Contact Information: Thomas C. Martin 419 West Navajo Road, Flagstaff, AZ 928-556-0742 tomhazel@grandcanyonazus.com

PETITION SIGNATURES

| DATE SIGNED | PRINTED NAME | RESIDENCE ADDRESS | SIGNATURE |
|-------------|---|---------------------------------|---|
| 16 Dec 2019 | Joseph K Williams | 1316 N McMillan, Flagstaff, AZ |  |
| |  | | |
| | JOE Williams | OWNS THE 311 W. NAVAJO PROPERTY | |
| | SEE ATTACHED SHEET OF E-MAIL CORRESPONDANCE. | | |
| 12/16/19 | Alissa Marques | 327 W. Navajo Rd. |  |
| 12/16/19 | Susanne Kovacs | 507 W Navajo Rd |  |
| 12/16/19 | RICHARD LOPEZ | 420 W. NAVAJO RD. |  |
| 12/16/19 | Jan Newton | 504 W. Navajo Rd. |  |
| 12/17/19 | Dina Riggs | 310 W. Navajo Rd |  |

• = OWNER ON NAVAJO ROAD

| RECEIVED BY CITY OF FLAGSTAFF | | |
|-------------------------------|----|----------------------|
| DATE RECEIVED | BY | COUNCIL MEETING DATE |
| | | |

Tom Martin

From: Tom Martin <tomhazel@grandcanyonazus.com>
Sent: Monday, December 16, 2019 7:55 AM
To: 'Tom Martin'
Subject: FW: Navajo Road Petition

From: Joseph Williams <joeflagstaff@gmail.com>
Sent: Monday, December 16, 2019 1:15 AM
To: Tom Martin <tomhazel@grandcanyonazus.com>
Subject: Re: Navajo Road Petition

Hello Tom,

Thanks for putting this together. As you will notice, my residence address is not at the house on Navajo, as it is in use as a long term rental.

Cheers,

Joe

On Mon, Dec 16, 2019 at 1:45 AM Tom Martin <tomhazel@grandcanyonazus.com> wrote:

Hi Joe,

I have put the petition together and am taking signatures. The petition is attached. If you electronically sign it and email it back to me, I will take it with the other signatures to Council.

Thank you so much, cordially yours, Tom

From: Joseph Williams <joeflagstaff@gmail.com>
Sent: Saturday, December 14, 2019 1:15 AM
To: Tom Martin <tomhazel@grandcanyonazus.com>
Subject: Re: Navajo Road Construction

Hello Tom,

I would also be disappointed to lose the double-depth parking at the house. Your plan sounds reasonable and I would be happy to support it with a signature and/or an individual letter to the city.

Let me know specifically how I can help and I'll make it happen.

Cheers,

Joe

Joseph Williams

US Embassy, Baghdad

Coconino Estates Improvements Phase I

Construction Anticipated Spring 2020 - Fall 2021



SIDEWALK SURVEY RESULTS & COMMUNITY OPEN HOUSE INVITATION

The City solicited input to determine if there was support or objection to adding sidewalk where it does not currently exist along the Coconino Estates Improvements Phase I Project limits. Based on the survey results and comments received, the Project will move forward with sidewalk installed on three of the four surveyed street segments as follows:

Navajo Dr - Murray to Beal

- No sidewalk

Beal Rd - Rio de Flag Bridge to Fort Valley

- Sidewalk on both sides

Rio de Flag Bridge to Navajo Dr

- Eliminating south side parking

Navajo Drive to McMillan Rd

- Parking on both sides

McMillan Rd to Fort Valley

- Eliminating north side parking

Navajo Dr - Beal to Navajo Rd

- Sidewalk on both sides
- Narrower roadway than originally proposed

Navajo Rd - Navajo Dr to Fort Valley

- Sidewalk on both sides

Red boxes to the right show the percentage of those who were in favor of sidewalk or against sidewalk. The left column depicts the survey extents results and the right column depicts the specific street segment's survey results.

The City invites you to attend a Community Open House for the Project on **Thursday, November 14, from 5 p.m. to 7 p.m.** at Marshall Elementary School Gymnasium, located at 850 N Bonito Street. The Open House will provide an opportunity to learn more about the project, view the proposed 60% design, provide comments, and meet one-on-one with the project team. This meeting will be an open house format with **no formal presentation**. Please join us anytime between 5 p.m. and 7 p.m.

COMMUNITY OPEN HOUSE

Thursday, November 14, 5 p.m. to 7 p.m.
Marshall Elementary School Gymnasium
850 North Bonito Street

See the reverse side to view the existing and proposed road conditions for the entire project.

| Navajo Dr Murray to Beal | |
|-----------------------------|---------|
| Extents | Street |
| Yes 40% | Yes 11% |
| No 60% | No 89% |

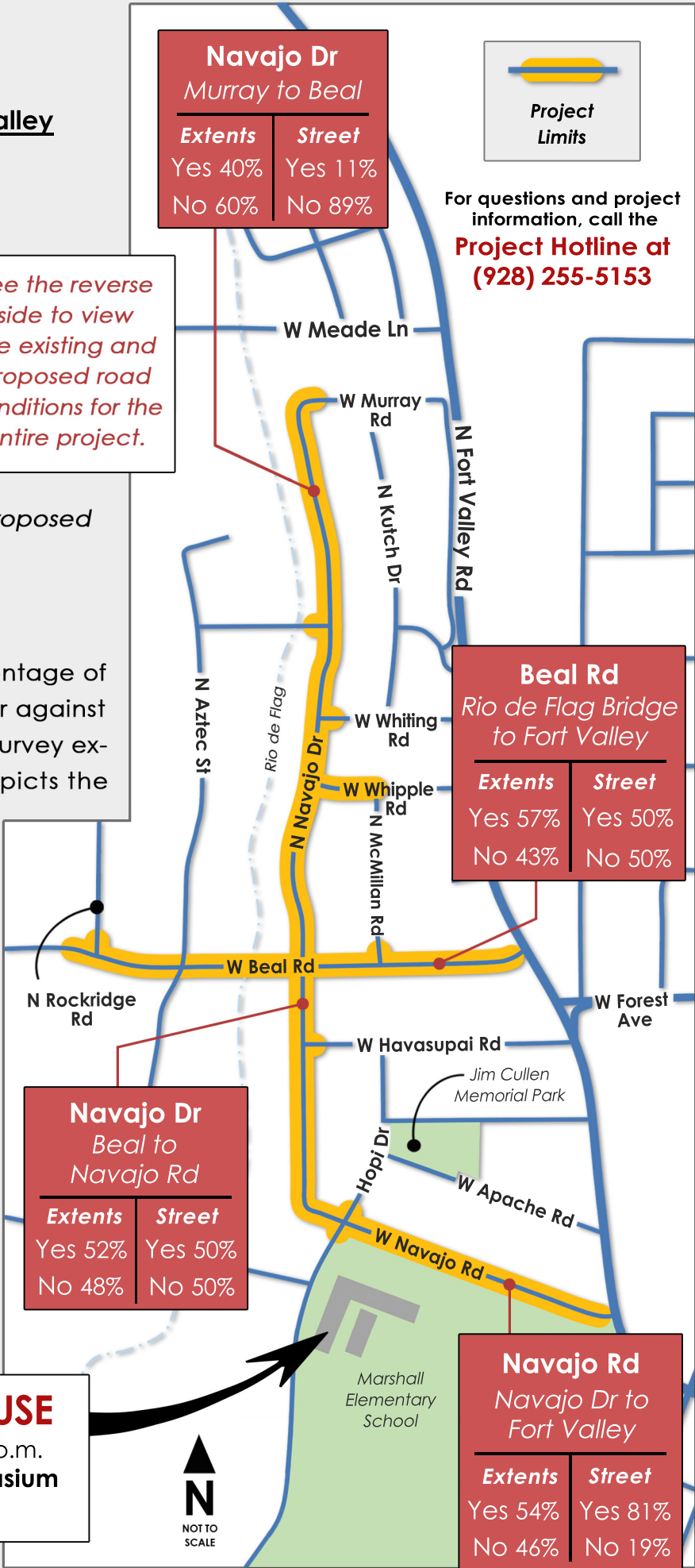


For questions and project information, call the **Project Hotline at (928) 255-5153**

| Beal Rd Rio de Flag Bridge to Fort Valley | |
|--|---------|
| Extents | Street |
| Yes 57% | Yes 50% |
| No 43% | No 50% |

| Navajo Dr Beal to Navajo Rd | |
|--------------------------------|---------|
| Extents | Street |
| Yes 52% | Yes 50% |
| No 48% | No 50% |

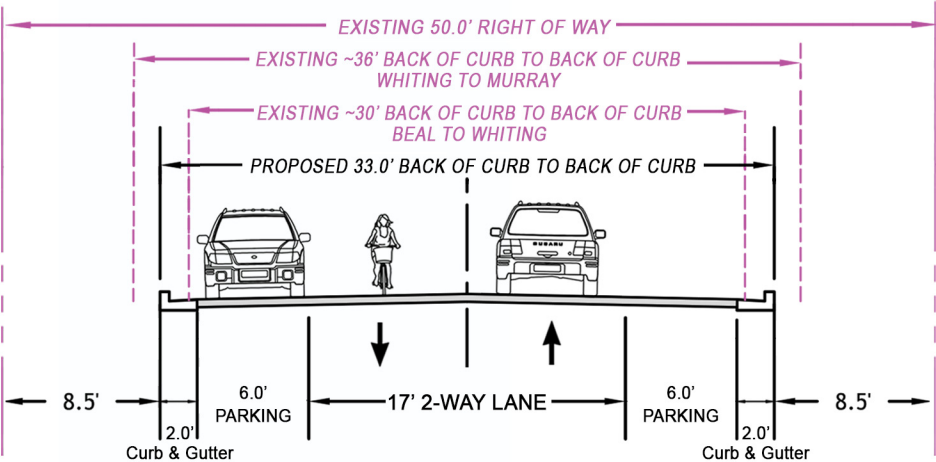
| Navajo Rd Navajo Dr to Fort Valley | |
|---------------------------------------|---------|
| Extents | Street |
| Yes 54% | Yes 81% |
| No 46% | No 19% |



NAVAJO DR

Beal Rd to Murray Rd

- No Sidewalk
- Parking on Both Sides
- Road Widens from Beal to Whiting
- Road Narrows from Whiting to Murray



BEAL RD

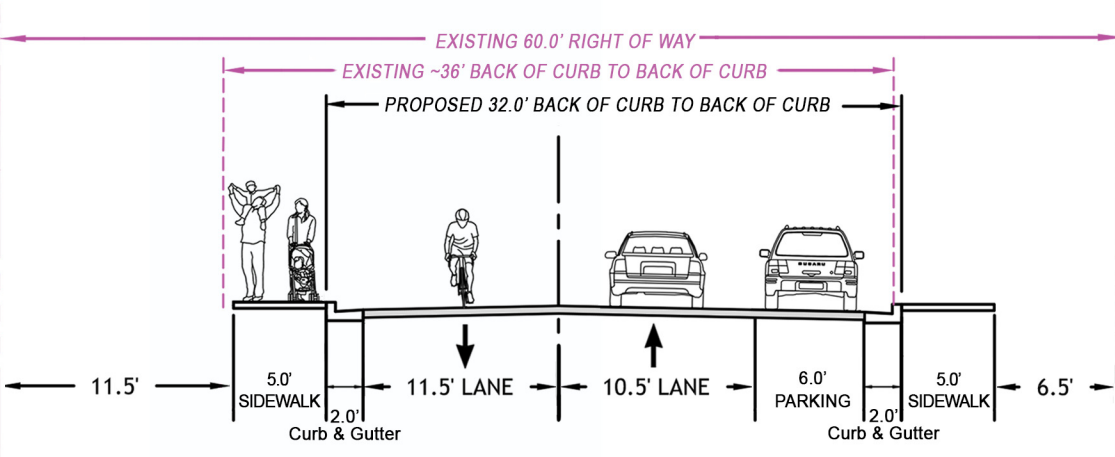
Rio de Flag Bridge to Navajo Dr

- Sidewalk on Both Sides
- Parking on North Side
- Road Narrows

BEAL RD

McMillan Rd to Fort Valley Rd

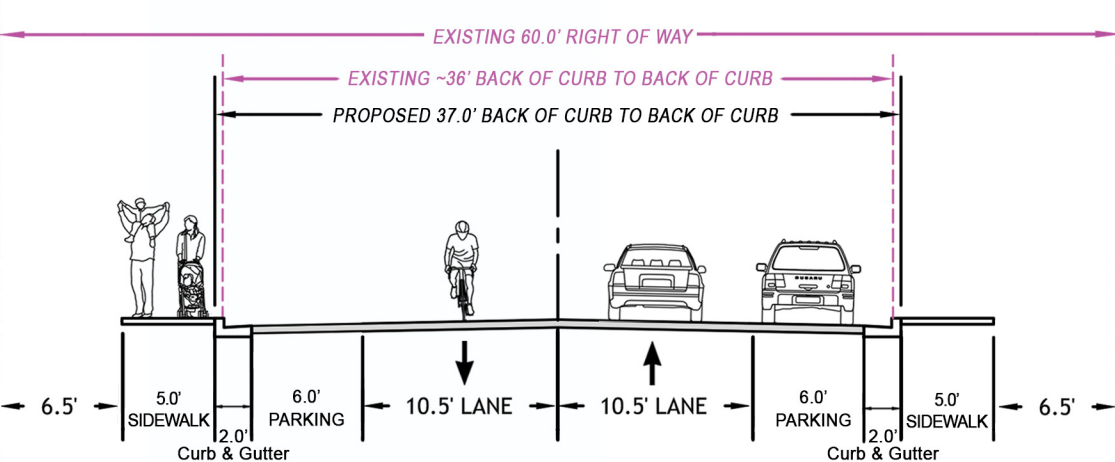
- Sidewalk on Both Sides
- Parking on South Side
- Road Narrows



BEAL RD

Navajo Dr to McMillan Rd

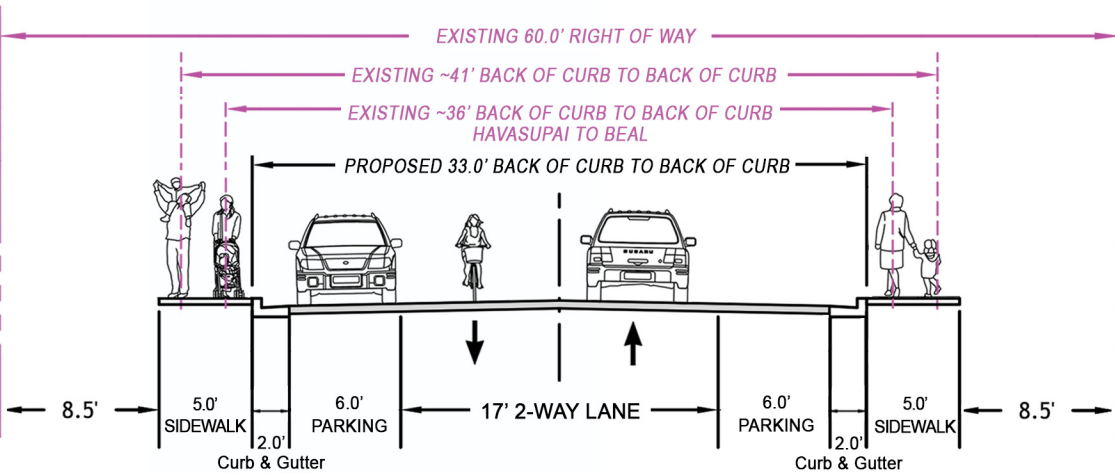
- Sidewalk on Both Sides
- Parking on Both Sides
- Road Widens



NAVAJO DR

Navajo Rd to Beal Rd

- Sidewalk on Both Sides
- Parking on Both Sides
- Road Narrows



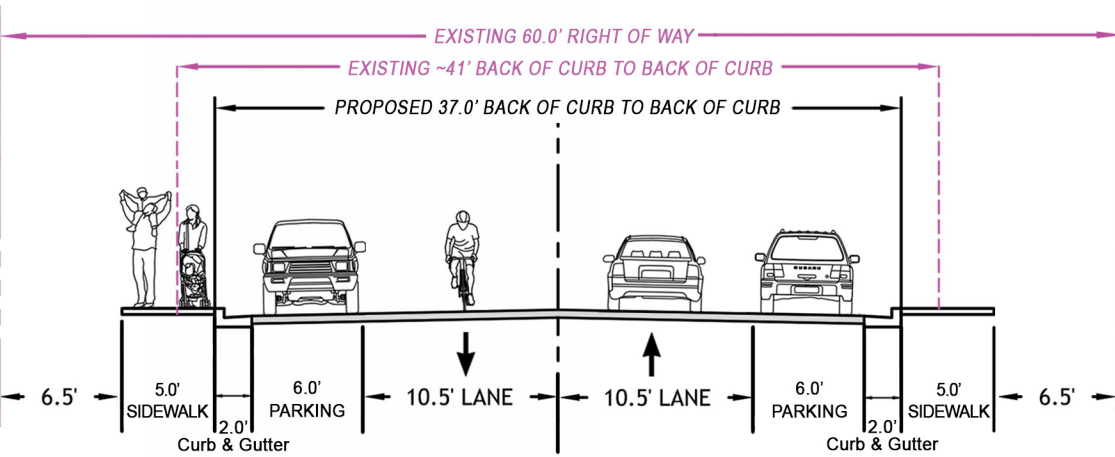
NAVAJO RD

Navajo Dr to Fort Valley Rd

BEAL RD

Rockridge Rd to Rio de Flag Bridge

- Sidewalk on Both Sides
- Parking on Both Sides
- Road Narrows



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 01/03/2020
Meeting Date: 01/07/2020



TITLE
City Manager Report

STAFF RECOMMENDED ACTION:
Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

January 3, 2020

Council and Colleagues, Happy New Year!

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. Accordingly, this is the first report for the 2020 calendar year. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization. In no particular order...

Washington DC Advocacy for Rio de Flag

On December 10th a number of City representatives, including Mayor Evans, Councilmember Aslan, Councilmember Odegaard, the City Manager, and Deputy City Manager Shane Dille went to our Nation's Capitol to meet with our federal lobbyist, Bob Holmes. Over the course of two days, we then attended 13 meetings with our Delegates, and members of the ACOE and OMB. By all measures, it was a successful endeavor, albeit one with a very fast pace and a crazy-full agenda. Our lobbyist did a masterful job of orchestrating a very busy itinerary and our elected officials represented the City in the most excellent way.





Holidays

The Flagstaff Holiday season brought forth a lot of cheer, reflection, and celebration. City Hall closed at noon on Christmas Eve, and was closed for Christmas Day and New Years Day.



City Hall played venue to a very nice and well attended Grand Menorah Lighting on December 23rd, with music, singing, good food, and festivities.

It also played venue to the most recent filming of GCTV, where Holiday greetings were extended to the organization, along with details regarding our United Way campaign (underway). We are grateful for the guest appearance by Santa Dille (below).

The New Year's Eve fireworks took place on the top level of the Old Town Shops parking garage this year, instead of the Babbitt building. This was necessitated by private property considerations, but it appeared to work just fine.



Airport Enplanements and Holiday Issues

The staff at the Airport has done a remarkable job in trying to keep pace with rapidly increasing enplanements and seasonal traffic. It has been challenging as resources and infrastructure are sorely lacking. Notwithstanding our efforts to provide overflow parking in a newly constructed temporary parking lot, our Airport reached and exceeded capacity flow over the busy Holiday season. Anecdotally, our Airport Director Barney Helmick reported that about 150 vehicles did not have spaces to park, resulting in dispersed, non-compliant parking throughout the parking complex.

We have much work to do to get this right, but efforts are underway toward that objective. Expect a lot of discussion and updates in the months ahead as we embark on long-term solutions to this parking issue, and related topics concerning the Airport.

New Recruits

A warm and hearty “Welcome” to Jeanie Gallagher, our new Human Resources Director. She started her orientation on December 23rd and has hit the ground running. And with her arrival, a heartfelt “Farewell” to Allison Eckert, who has served the organization admirably as Interim Director for Human Resources over the past several months. Allison had this nice note to share upon her departure as Interim HR Director:

It has been an honor and a pleasure to serve as your Interim Human Resources Director over the past few months. I cannot say enough about how much I have enjoyed working with this amazing team and I appreciate having had this wonderful opportunity. I know I'll carry the things I've learned here with me to my next adventure, and I'll always look back on this experience with fondness. The people that make up “Team Flagstaff” have honestly been one of the best parts of working here.

On the topic of human resources, interviews are underway for the Senior Executive Assistant and the full-time Indigenous Coordinator positions. Over-the-phone interviews took place over the past two weeks, and in-person interviews for both positions will be occurring on January 7th (Senior Executive Assistant) and January 9th (Indigenous Coordinator). The Mayor will be assisting in the former process, with two members of our Indigenous community (Steve Peru and Joe Washington) assisting on the latter process. Stay tuned. We have excellent candidates for both positions.

Miscellaneous Updates

I had 1:1 meetings with Councilmember Regina Salas on December 16th, Councilmember Odegard on December 19th, and Councilmember Aslan on December 19th. Councilmember McCarthy and I met on December 26th.

The Community Development quarterly meeting was attended on December 16th, providing a great opportunity to continue introductions with the entire staff.

On December 17th I participated in a tour of Coconino Community College with President Colleen Smith and Chief Development and Government Relations Officer Steve Peru. It was an informative tour, during the semester break, and similar to other tours around the community in recent months, it helped provide an invaluable acquaintance with the institution and its leadership.



On January 2nd, I attended a regular meeting with County Manager Jim Jayne, and we were joined by Paul Kulpinski with LAUNCH Flagstaff.

The community meeting component of the Fair and Impartial Policing training will be held on January 9th from 5:30-9:30 p.m.

We are needing to orchestrate a visit to BNSF Headquarters in Fort Worth, Texas, sometime in the next several weeks. This should be attended by the Mayor and one or two chosen Councilmembers. Let's please discuss...it will be slated as an agenda item under this Report.

Fleet Services worked hard to get the Flagstaff Airport Sno-Dozer fixed in time for this latest snow event over the Holidays. It was a herculean effort as this unit suffered a significant failure of the hydraulic clutch assembly and parts had to be shipped from Wisconsin.

Fleet Services rushed a new 10-wheel snowplow truck into service on December 24th to meet the operational needs during the same event. As an aside, several Solid Waste Collection operators assisted with this past storm and will continue to provide assistance when needed.





Members of the FFD command staff, wildland crew 1 and A-shift crew for Summit Fire enjoyed a potluck at annual holiday party. Related, United Flagstaff Fire Fighters had a record setting year for the 'Fill the Boot' campaign. They raised \$33,326 and finished 96th in the country out of 1,500 Locals!

Finally, but certainly not least, the P3 Partnership between ADOT, City of Flagstaff, and VP Cinema, which has been pending for many years, was brought to closure on December 20th. All documents have been recorded, and the release of all funds and escrow has closed. Congratulations to all parties, and major props to the Community Development Division for seeing this project through completion!

That's all for now. The next report will include draft outcomes from our Council/Staff retreat in early December. Onward and Upward!