ATTENTION

IN-PERSON AUDIENCES AT CITY COUNCIL MEETINGS HAVE BEEN SUSPENDED UNTIL FURTHER NOTICE

IN PERSON PARTICIPATION FOR PUBLIC HEARING ITEMS IS PERMITTED BUT PARTICIPANTS MUST EXIT THE MEETING ONCE THE PUBLIC HEARING IS CLOSED

The meetings will continue to be live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

The public can submit comments that will be read at the dais by a staff member to publiccomment@flagstaffaz.gov.

REGULAR COUNCIL MEETING TUESDAY APRIL 7, 2020 STAFF CONFERENCE ROOM SECOND FLOOR - CITY HALL 211 WEST ASPEN AVENUE 3:00 P.M.

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. **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.

5. 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. <u>Consideration of Appointments:</u> Open Spaces Commission.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring April 2023.

B. <u>Consideration of Appointments:</u> Library Board.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring November 2021. Make one appointment to a term expiring November 2022.

C. <u>Consideration of Appointments:</u> Airport Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to term expiring October 2020. Make one appointment to a term expiring October 2021. Make two appointments to terms expiring October 2022.

6. <u>LIQUOR LICENSE PUBLIC HEARINGS</u>

ITEMS 6A & 6B HAS BEEN MOVED TO PUBLIC HEARINGS

7. 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. <u>Consideration and Approval of Construction Contract:</u> Recommend approval of a Construction Contract with Revolution Industrial, LLC. in the amount of \$1,618,464.94 for the McAllister Pump House and Pipeline Project.

STAFF RECOMMENDED ACTION:

- 1. Approve a Construction Contract with Revolution Industrial, LLC. for the construction of the McAllister Pump House and Pipeline Project in the amount of \$1,618,464.94 which includes a \$77,000.00 Contract Allowance (5%) and a Contract Timeframe of 180 Days;
- 2. Approve a contract allowance of \$77,000.00, which is 5% of the lowest responsive bid;
- 3. Authorize the City Manager to execute the necessary documents.
- B. <u>Consideration and Approval of Contract:</u> City of Flagstaff Municipal Court Facility Project Award of Construction Contract to Aspen Communications for Installation of Fiber Optic Communication Facilities.

STAFF RECOMMENDED ACTION:

- 1. Award the Construction Services Contract to Aspen Communications in the amount of \$93,866.00, with a 60 calendar-day contract period;
- 2. Approve Change Order Authority to the City Manager in the amount of \$9,386.00 (10% of contract amount);
- 3. Authorize the City Manager to execute the necessary documents.
- Consideration and Approval of Contract: Cooperative Purchase Contract with CenturyLink Communications for basic analog business access lines, integrated services digital network (ISDN), and point-to-point service channels in an amount not to exceed \$222,000.

STAFF RECOMMENDED ACTION:

- Approve a Cooperative Purchase Contract with CenturyLink Communications in an amount not to exceed \$222,000 over a period of five (5) years under the State of Arizona cooperative purchase contract ASPO15-088468;
- 2. Authorize the City Manager to execute the necessary documents.
- **D.** Consideration and Approval of Contract: Approval of Amended and Restated Permanent Easement for Wells, Drainage, Sewer, and Water Pipelines (for Fort Tuthill Park and surrounding area development).

STAFF RECOMMENDED ACTION:

- 1. Approve the agreement with Coconino County;
- 2. Authorize the City Manager to execute the necessary documents

8. ROUTINE ITEMS

THIS ITEM WILL BE HEARD NO EARLIER THAN 6:00 PM

A. <u>Consideration and Adoption of Ordinance 2020-05:</u> An Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code (Ordinance No. 2011-20), for the purpose of modifying Section 10-90.40.030 of the Zoning Code, the Rural Floodplain Map, to change the map designation of approximately 1.47 acres from Rural Floodplain to Urban Floodplain on an approximate 4.46-acre parcel located at 3451 East Lake Mary Road.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-05 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-05 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-05

9. PUBLIC HEARING ITEMS

THESE ITEMS WILL BE HEARD NO EARLIER THAN 6:00 PM

IN-PERSON PARTICIPATION FOR PUBLIC HEARING ITEMS IS PERMITTED BUT PARTICIPANTS MUST EXIT THE MEETING ONCE THE PUBLIC HEARING IS CLOSED

A. Consideration and Action on Liquor License Application: Michael Jackson Gohn "Family Dollar Store #28851," 5060 N. US Highway 89, Series 10 (beer and wine store), New License.

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.
- **B.** Consideration and Action on Liquor License Application: John Pulkkinen "Civano Coffee House," 30 S. San Francisco Street, Series 12 (restaurant), New License.

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.
- C. <u>Consideration and Adoption of Ordinance No. 2020-07:</u> An ordinance extending and increasing the corporate limits of the City of Flagstaff by annexing certain land totaling approximately .32 acres located at 4409 North Highway 89, and establishing city zoning for said land as Highway Commercial, HC. (*Annexation of property to facilitate the redevelopment of existing retail to a restaurant*)

STAFF RECOMMENDED ACTION:

At the April 7, 2020 Council Meeting:

1) Hold public hearing

At the April 21, 2020 Council Meeting:

- 2) Read Ordinance No. 2020-07 by title only for the first time
- 3) City Clerk reads Ordinance No. 2020-07 by title only (if approved above)

At the May 5, 2020 Council Meeting:

- 4) Read Ordinance No. 2020-07 by title only for the final time
- 5) City Clerk reads Ordinance No. 2020-07 by title only (if approved above)
- 6) Adopt Ordinance No. 2020-07

10. REGULAR AGENDA

A. <u>Consideration and Adoption of Resolution No. 2020-12:</u> A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Coconino County Community College District and the City of Flagstaff to share fire training and education resources.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-12 by title only
- 2) City Clerk reads Resolution No. 2020-12 by title only (if approved above)
- 3) Adopt Resolution No. 2020-12
- **B.** <u>Consideration and Adoption:</u> Public safety development fee Land Use Assumptions and Infrastructure Improvement Plan.

STAFF RECOMMENDED ACTION:

- 1) Adopt Land Use Assumptions
- 2) Adopt the Infrastructure Improvement Plan
- Consideration and Adoption of Resolution No. 2020-15: A resolution of the City Council of the City of Flagstaff, Arizona, calling a Special Election to be held on August 4, 2020, in conjunction with the City's Primary Election, to submit a question to the registered voters of Flagstaff proposing a permanent adjustment to the 1979-80 base expenditure limitation of the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-15 by title only
- 2) City Clerk reads Resolution No. 2020-15 by title only (if approved above)
- 3) Adopt Resolution No. 2020-15
- D. Consideration and Approval of Franchise Agreement and Adoption of Resolution No. 2020-16: A resolution of the City Council of the City of Flagstaff, Arizona, calling a Special Election to be held on August 4, 2020, in conjunction with the City's Primary Election, declaring a proposed gas franchise beneficial to the City of Flagstaff; designating the text of a question authorizing the City of Flagstaff to enter into a franchise agreement and setting forth the proposed franchise agreement in full, to be voted on by the qualified electors of the City of Flagstaff, pursuant to the Constitution and laws of the State of Arizona and the Charter of the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Approve Franchise Agreement
- 2)Read Resolution No. 2020-16 by title only
- 3) City Clerk reads Resolution No. 2020-16 by title only (if approved above)
- 4) Adopt Resolution No. 2020-16
- E. <u>Discussion, consideration and Possible Action:</u> Temporarily suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure due to the COVID-19 pandemic. (Proposed suspension of one Rule of Procedure to allow for earlier start times and reordering of agenda items for meetings of City Council.)

STAFF RECOMMENDED ACTION:

Temporarily suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure due to COVID-19 pandemic.

11.	DISCUSSION	ITEMS
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- A. Market Assessment and Development Alternatives for the Flagstaff Airport 32-Acre parcel owned by the City of Flagstaff.
- B. Capital Programming of Lone Tree Corridor and John Wesley Powell Extension
- 12. <u>COUNCIL LIAISON REPORTS</u>
- 13. <u>CITY MANAGER REPORT</u>
 - A. City Manager Report
- 14. <u>INFORMATIONAL ITEMS AND REPORTS FROM COUNCIL AND STAFF, FUTURE AGENDA ITEM REQUESTS</u>
- 15. <u>ADJOURNMENT</u>

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

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Fobar, Deputy City Clerk

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

Consideration of Appointments: Open Spaces Commission.

STAFF RECOMMENDED ACTION:

Make three appointments to terms expiring April 2023.

Executive Summary:

The Open Spaces Commission consists of seven regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission. The commission serves as an advisory body on the acquisition, management, use, restoration, enhancement, protection, and conservation of open space land. 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 eight applications on file for consideration by the Council, they are as follows:

Danny Barbee (new applicant)
Andy Bessler (new applicant)
Nancy Marie Evans (new applicant)
Barry Koeb (new applicant)
Mark Loseth (new applicant)
William Sandercok (new applicant)
Jessica Simmons (new applicant)
Joseph Thomas (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 Salas, Councilmember McCarthy, and Councilmember Whelan.

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, CAAP, and/or 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 three Commissioners: By appointing members at this time, the Open Spaces 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: Open Space Commission Authority

CHAPTER 2-20 OPEN SPACES COMMISSION

SECTIONS:

2-20-001-0001 CREATION OF THE COMMISSION:

2-20-001-0002 TERMS OF OFFICE:

2-20-001-0003 DUTIES:

2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN

COMPONENTS:

2-20-001-0005 MEETINGS; ATTENDANCE:

2-20-001-0001 CREATION OF THE COMMISSION:

There is hereby created an advisory body to be called the "Open Spaces Commission" ("Commission") consisting of the following seven (7) regular members all of whom shall be appointed by the City Council, except for designee from the Planning and Zoning Commission: one (1) member from the Planning and Zoning Commission; and six (6) public at-large members. All Commission members shall be voting members. A Chairperson shall be selected by a majority vote of those members at a meeting called for that purpose. (Ord. No. 2007-08, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016)

2-20-001-0002 TERMS OF OFFICE:

Appointments from the Planning and Zoning Commission and the Parks and Recreation Commission to the Open Spaces Commission shall be for no longer than the remaining term of the appointing Commission's designee. Terms of all other appointees shall be for three years except for the first appointments creating staggered terms as follows: The City Council shall appoint two members for three year (3) terms, two members for two (2) year terms, and two members for one (1) year terms. After the initial appointment all terms thereafter will be three (3) year terms.

2-20-001-0003 DUTIES:

- A. It shall be the Commission's duty to advise the City Council on acquisition, preservation, and alternatives for open space land management.
- B. The duties of the Commission shall also include, but not be limited to: Reviewing and advising the City Council on the development of an Open Spaces Long Range Management Plan and policies to provide broad, long-term direction for planning and decision making for the lands designated as Urban Open Space Management Area in

the Urban Open Spaces Plan of the Flagstaff Area Regional Land Use and Transportation Plan.

- C. Advising and assisting the Mayor and City Council on ways to educate and involve the community on the value, protection, and stewardship of open space lands.
- D. Advising and assisting the Mayor and City Council on ways to work collaboratively with other governmental entities, organizations, and departments to advance and ensure the implementation of the Open Spaces Long Range Management Plan and the Flagstaff Area Regional Land Use and Transportation Plan.
- E. Advising and assisting the Mayor and City Council regarding regional open space issues as well as to any regional open spaces coalition that may be formed in the future relative to lands designated as open space in the Greater Flagstaff Area Open Spaces and Greenways Plan.
- F. Obtaining public input and participation in various programs such as environmental education and interpretation on the use, operation, and management of open space and providing information concerning the goals, projects, and operations of the open space program.

2-20-001-0004 OPEN SPACES LONG RANGE MANAGEMENT PLAN COMPONENTS:

- A. The components of the Open Spaces Long Range Management Plan shall include, but not be limited to:
 - 1. Program goals, management decision-making processes, and implementation techniques for resource preservation.
 - 2. Policies to provide the framework for more issue- or site-specific planning and implementation.
 - 3. Criteria for the acquisition of lands that are consistent with open space goals and policies set forth in the Open Spaces Long Range Management Plan.
 - 4. Plans for the management of the open spaces to achieve the goals of the Open Spaces Long Range Management Plan using such studies and data as property inventories, the nature and significance of the natural and cultural resources, plant and animal species ecosystems, existing uses and conditions, and interactions and connections between natural areas and between developed and undeveloped areas.

- 5. Developing, identifying, and recommending the use of various methods, such as intergovernmental agreements, rights-of-way for access, and grants, to assure protection of critical open space lands.
- 6. Policies to monitor, maintain, enhance, and restore, where necessary, natural and cultural resources, uses, accesses, trails, and facilities.
- 7. Public participation, education, and interpretive programs.

2-20-001-0005 MEETINGS; ATTENDANCE:

The Commission shall meet on a quarterly basis, at a minimum, at such times, dates and locations as determined by the members, except that the chairperson may call a special meeting with not less than twenty-four (24) hours' notice. All other rules or procedures shall be established by the members so long as the rules are consistent with state law, including the Open Meetings Law, the City Charter and this chapter.

A quorum shall consist of four (4) voting members of the Commission.

A regular Commission member who is absent for three (3) consecutive regular meetings may be removed from the Commission by a vote of the City Council. (Ord. 2003-03, Enacted, 02/04/03; Ord. 2007-08, Amended 02/06/2007; Ord. 2016-30, Amended, 07/05/2016)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Fobar, Deputy City Clerk

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

Consideration of Appointments: Library Board.

STAFF RECOMMENDED ACTION:

Make one appointment to a term expiring November 2021. Make one appointment to a term expiring November 2022.

Executive Summary:

The Flagstaff City-Coconino County Public Library Board consists of two County residents, four City residents, and one each non-voting member, or designee, of the City Council and the Board of Supervisors. The Library Board serves as a citizen's advisory board to the Library Director. There is currently one City resident vacancy and one expired seat. It is important to fill vacancies on boards and commissions quickly so as to allow them to continue meeting on a regular basis.

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

Kathy Barrett (new applicant)
David Brink (new applicant)
Kim Hensley Owens (current commissioner)
Catherine Moore (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Odegaard and Mayor Evans

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, CAAP, and/or 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 two Board Members: By appointing two members at this time, the Library Board 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: <u>Library Board Authority</u>

A2009-1118.1

After recording, return to: City Clerk City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001

INTERGOVERNMENTAL AGREEMENT

Coconino County and City of Flagstaff

Flagstaff City - Coconino County Public Library Board

This Intergovernmental Agreement (IGA) is entered into this 18 May of Wov., 2009 (the "Effective Date"), by and between the City of Flagstaff ("Flagstaff"), an Arizona municipal corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Coconino County (the "County"), a body politic and corporate as provided in Sections 11-105 and 11-201 of the Arizona Revised Statutes, with offices at 219 East Cherry Street, Flagstaff, Arizona 86001. The City and the County may also be referred to as "Party" or "Parties" in this Agreement.

RECITALS

- A. The Parties belong to the Coconino County Free Library District and sponsor or operate one or more public libraries ("Library") funded by and under the auspices of the District;
- B. The Parties wish to set forth their agreement regarding the formation, membership and duties of a Flagstaff City Coconino County Public Library Board (the Library Board");

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement the Operating Parties agree as follows:

1. Formation of the Library Board.

There is hereby established the Flagstaff City – Coconino County Public Library Board to consider and deliberate upon matters of concern to the City Council of the City of Flagstaff, the Board of Supervisors of the County, and the citizens of the City and the County that affect the operation and efficiency of the Library in order to provide an optimum level of library services using available resources. The Library Board shall act in an advisory capacity to, and make recommendations to, the Library Director, the City Manager, the City Council and the Board of Supervisors.

2. Membership.

The Board shall be composed of one (1) City Council Member, four (4) City residents, three (3)

Board members appointed by the Board of Supervisors of the County, one (1) appointee being a member of the County Board of Supervisors and two (2) being County residents. The City Council Member and the Supervisor shall be ex officio, non voting members.

3. Terms of Board Members; Vacancies.

- 3.1 Of the City residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, one shall be designated to serve for a term of two (2) years, and two shall be designated to serve a term of three (3) years from the date of their appointment. Thereafter, City residents shall be appointed for a term of office of three (3) years.
- 3.2 Of the two County residents first appointed to the Board, one shall be designated to serve for a term of one (1) year, and the other shall be designated to serve for a term of two (2) years. Thereafter, County residents shall be appointed for a term of office of three (3) years.
- 3.3 The City Council and the Board of Supervisors shall promptly fill vacancies for the unexpired term of any member of the Board of appointments for which each governing body is responsible.

4. Organization of the Board

- 4.1 Within sixty (60) days after the effective date of this Agreement, and at the first meeting of the Board, the members of the Board shall elect a chairperson and a Vice-Chairperson. Elections for those officers shall be held thereafter annually on or about that anniversary date. No member shall serve more than three (3) successive terms as Chairperson.
- 4.2 The Library Director may be an ex-officio, non voting member of the Board.

5. Meetings.

- 5.1 The Board shall hold not less than ten (10) regular meetings annually which shall at all times be open to the public. The time and place of the meetings shall be posted in accordance with any currently applicable State statutes, including but not limited to the Arizona Open Meeting Law, regulating public meetings and proceedings.
- 5.2 A quorum shall be one more than half the voting membership of the Board.
- 5.3 If any Board member has two (2) consecutive unexcused absences, the remaining Board members may vote to terminate the appointment of the unexcused member. The Chairperson shall determine prior to any meeting if a member's absence is excusable.

6. Effective Date and Term

6.1 This Agreement shall be effective with respect to the City and the County at the time of its adoption by their governing bodies.

- 6.2 This Agreement shall continue in force and effect until midnight on June 30, 2020, unless sooner terminated as indicated in this Agreement; provided, however, that this Agreement shall be automatically renewed for an additional term of two (2) year unless notice of intent not to renew is given by either Party no less than sixty (60) days prior to the end of its initial term.
- 6.3 Notwithstanding anything to the contrary contained in this Agreement, it may be terminated by either Party, with respect to such Party, upon six (6) months' prior written notice of its intent to do so, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes § 38-511.F, in the event of the occurrence of any of the circumstances described in A.R. S. § 38-511.A.

7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney fees, (hereinafter collectively referred to as "Claims") arising out of noncompliance with State or Federal law or arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious or derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

7.1 Notwithstanding any other provision of this Agreement to the contrary, any agreement by one party to hold harmless or indemnify the other party shall be limited to, and be payable only from, the indemnifying party's available insurance or self-insurance coverage for liability assumed by contract available as a part of its general liability insurance program.

8. Notices

Unless otherwise specified in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the party to be notified, or to such other address notice of which is given in accordance with this Section:

If to Flagstaff:

Deputy City Manager City of Flagstaff 211 West Aspen Avenue Flagstaff, Arizona 86001

If to the County:

Deputy County Manager Coconino County 219 East Cherry Street Flagstaff, Arizona 86001

9. Authority to Contract

Each of the Operating Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement, in accordance with A.R.S. Sec. 11-952.

10. Prior Agreements, Integration, Modification

- 10.1 The parties acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this constitutes the parties' entire agreement with respect to the matters addressed in the Agreement. All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are superseded and merged in this Agreement.
- 10.2 This Agreement may be modified or amended only by written agreement signed by or for all parties, and any such modification or amendment will become effective on the date specified in the amendment.

11. Severability

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the enforcement of such remaining terms shall continue to reflect substantially the intent of the parties to this Agreement.

12. Waiver

No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision of this Agreement, nor shall any waiver by any party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach of this Agreement.

13. Headings

The headings used in this Agreement are for convenience only and are not intended to alter or affect the meaning of any provision of this Agreement.

14. Governing Law

This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

By: Sara Presler, Mayor

Coconino County

By: Matthew G. Ryan, Chairman

Board of Supervisors

Attest:

Lauva Matthews For City Clerk

Approved as to form and as to authority granted by law:

City Attorney

Attest:

Clerk of the Board

Approved as to form and as to authority granted by law:

Deputy County Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Fobar, Deputy City Clerk

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

Consideration of Appointments: Airport Commission.

STAFF RECOMMENDED ACTION:

Make one appointment to term expiring October 2020. Make one appointment to a term expiring October 2021. Make two appointments to terms expiring October 2022.

Executive Summary:

The Airport Commission consists of seven citizens, and is responsible for reviewing and reporting to the Council on the development of the Airpark and on matters affecting the operation and efficiency of the airport, using the Airport Master Plan as a guide. There are currently four seats available because of a resignations and the commission cannot meet due to lack of quorum. 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:

Christina Caldwell (new applicant) Carol Curtis (new applicant) Michael McGivern (new applicant) Eric Peterson (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 Odegaard, Councilmember Whelan, Councilmember Salas, and Councilmember Aslan.

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, CAAP, and/or 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 four Commissioners: by appointing members at this time, the Airport 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 though word of mouth in addition to the vacancies being posted on the City's website.

Attachments: Airport Commission Authority

CHAPTER 2-11 FLAGSTAFF AIRPORT COMMISSION

SECTIONS:

2-11-001-0001	COMMISSION CREATED:

2-11-001-0002 COMPOSITION; TERMS:

2-11-001-0003 ORGANIZATION:

2-11-001-0004 COMPENSATION:

2-11-001-0005 MEETINGS:

2-11-001-0006 ACTIONS OF THE COMMISSION:

2-11-001-0001 COMMISSION CREATED:

There is hereby established the Flagstaff Airport Commission to be composed of seven (7) members who shall meet as hereinafter provided to consider and deliberate upon matters of concern to the City Council and citizens that affect the operation and efficiency of the airport toward the end of providing an optimum level of services within available resources using the Airport Master Plan as a basic guide. (Ord. 1897, Amended, 11/21/95)

2-11-001-0002 COMPOSITION; TERMS:

The composition of the membership of the Commission shall be as follows:

- A. Seven (7) members to be appointed by the City Council who shall serve for three (3) year terms, on a staggered basis.
- B. Ex Officio Members: The following persons shall be ex officio members of the Commission, but shall have no vote:

The Mayor;

The City Manager:

The Airport Manager;

The FAA Tower Operator.

C. A quorum shall shall consist of four (4) voting members of the Commission. (Res. 1045, 9-20-77; Ord. 1897, Amended, 11/21/95; Ord. 2007-03, Amended, 02/06/2007; Ord. 2014-28, Amended, 11/18/2014; Ord. 2016-30, Amended, 07/05/2016)

2-11-001-0003 ORGANIZATION:

At the first meeting after appointment and at the first meeting held in any calendar year thereafter, the members of the Commission shall elect a Chairperson and Vice-Chairperson. (Ord. 2007-03, Amended 02/06/2007)

2-11-001-0004 COMPENSATION:

The members of the Commission may be reimbursed by the City for necessary travel and subsistence expenses, but shall not receive compensation for their services. Any such travel must be approved in advance by the City Council or the City Manager with all budgetary considerations taken into account.

2-11-001-0005 MEETINGS:

The Commission shall hold regular monthly meetings, which shall at all times be open to the public, the time and place of said meetings shall be posted in accordance with any currently applicable Arizona State Statutes regulating public meetings and proceedings (open meeting laws). Special meetings may be called by the Chairperson on twenty-four (24) hours' notice.

2-11-001-0006 ACTIONS OF THE COMMISSION:

- A. The Commission, with the consent of the City Manager, may call on all City divisions for assistance in the performance of its duties, and it shall be the duty of such divisions to render such assistance to the Commission as may be reasonably required.
- B. All discussions, deliberations, actions and recommendations of the Commission shall be advisory to the City Council, and such advisories as the Commission may from time to time make shall be forwarded to the City Council through the City Manager. (Res. 1045, 9-20-77)

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Justin Emerick, Project Manager, Water Services

Date: 04/01/2020

Meeting 04/07/2020

Date:



TITLE:

<u>Consideration and Approval of Construction Contract:</u> Recommend approval of a Construction Contract with Revolution Industrial, LLC. in the amount of \$1,618,464.94 for the McAllister Pump House and Pipeline Project.

STAFF RECOMMENDED ACTION:

- 1. Approve a Construction Contract with Revolution Industrial, LLC. for the construction of the McAllister Pump House and Pipeline Project in the amount of \$1,618,464.94 which includes a \$77,000.00 Contract Allowance (5%) and a Contract Timeframe of 180 Days;
- 2. Approve a contract allowance of \$77,000.00, which is 5% of the lowest responsive bid;
- 3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The McAllister Pump House and Pipeline Project will provide an additional source of water to the City's potable water distribution system. The McAllister Well was drilled in December of 2008 and test pumping of the well has revealed that it will sustainably produce 270 gallons per minute. The well is located near the McAllister Ranch, just West of the new Public Works Facility located at 3200 West Route 66, Flagstaff. The McAllister well is 2,480 feet deep and consists of 12-inch and 6-inch casing. The construction of the pump house portion of this Project will complete the effort to bring this new well online and begin producing water for distribution to Flagstaff's water customers. This Project includes all of the materials and labor to build and equip the McAllister Pump House and Pipeline, including all of the associated pipework that will bring this water from the wellhead to the pump house and out to the distribution system.

Financial Impact:

This project is funded through Water Services Capital Improvement Fund - McAllister Pump House and Pipeline Project - Account # 202-08-370-3426-0-4466 with a FY2019-20 budget of \$1,740,000. The total amount including contract allowance comes to \$1,695,464.94, which leaves \$44,535.10 remaining fund balance.

Policy Impact:

No Policy Impacts

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

- Goal W.R.1 Maintain a sustainable water budget incorporating regional hydrology, ecosystem needs, and social and economic well-being
- Goal W.R.2 Manage a coordinated system of water, wastewater and reclaimed water utility service facilities
- Goal W.R.4 Logically enhance and extend the City's public water, wastewater, and reclaimed
 water services including their treatment, distribution and collection systems in both urbanized and
 newly developed areas of the City to provide an efficient delivery of services

Has There Been Previous Council Decision on This:

No previous Council decision on this matter.

Options and Alternatives:

- 1. Approve the Construction Contact award to Revolution Industrial, LLC. for the construction of the McAllister Pump House and Pipeline Project as recommended; or
- 2. Do not approve the Construction Contract with Revolution Industrial, LLC.

Background/History:

The McAllister Well is approximately 2.5 miles from downtown Flagstaff and was drilled in December of 2008. Test pumping of the well was determined to be at 270 gallons per minute and the water chemistry for this site meets the drinking water standards and is suitable for human consumption. The total depth of the well is 2,480 feet. the 12-inch casing extends from the surface down to a depth of 2,160 feet. The 6-inch casing begins at 2,160 feet and extends down to the finished depth of 2,480 feet. The depth to ground water at this site is 1,246 feet and the pumping rate of 270 gallons per minute results in a 519 feet drawdown to a pumping level of 1,765. The elevation of the McAllister well head is 7,060 feet.

On December 19, 2019 the Purchasing Section posted an Invitation for Bids (IFB) solicitation for construction on the PlanetBids website and advertised the IFB in the Arizona Daily Sun on December 22, and 29, 2019. There were eight (8) bids received and opened electronically on January 31, 2020. A summary of the bids received are identified in the Key Considerations section below. Revolution Industrial, LLC. was determined to be the lowest responsive and responsible bidder. Below are responses to the solicitation.

Revolution Industrial	\$1,541,464.94
BWC Enterprises	\$1,625,076.00
Schofield Civil Construction	\$1,631,778.00
Kinney Construction	\$1,774,862.00
Fann Environmental	\$1,854,917.43
Kear Civil Corporation	\$1,997,078.00
Hunter Contracting	\$2,426,911.00
Standard Construction	\$2,446,636.00

Key Considerations:

The construction of the McAllister Pump House and Pipeline Project will add one more well to the City's water resource portfolio. This will serve to diversify and expand the well inventory and allow the City greater flexibility with how to meet customers' water demands. Without this Pump House and Pipeline Project being completed, the well itself will be unused.

Expanded Financial Considerations:

The McAllister Pump House and Pipeline Project will be funded through the Water Services Capital Improvement Fund - McAllister Pump House and Pipeline Project - Account # 202-08-370-3426-0-4466.

Community Benefits and Considerations:

The community benefits from this Project include a more diverse water infrastructure and production network which increases system reliability and production capacity.

Expanded Options and Alternatives:

- 1. Approve the Construction Contract to Revolution Industrial, LLC. for the construction of the McAllister Pumphouse and Pipeline Project as recommended. Approval will allow work to move forward in calendar year 2020; or
- 2. Do not approve the Contract with Revolution Industrial, LLC.
 - Re-Advertise the project and open new bids; or

• Suspend or cancel the project completely

Attachments: Construction Contract

<u>Presentation</u>

Contract Allowance Justification

Site Arial Photo

CONSTRUCTION CONTRACT #2020-76

City of Flagstaff, Arizona and Revolution Industrial LLC.

This Construction Contract ("Contract") is made and entered into this day of
2020, by and between the City of Flagstaff, an Arizona municipal
corporation with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("Owner") and Revolution
Industrial LLC., an Arizona limited liability company ("Contractor") with offices at 5858 W. Rigg
Road, Chandler, Arizona. Contractor and the Owner may be referred to each individually as
"Party" and collectively as the "Parties."

RECITALS

- A. Owner desires to obtain construction services; and
- B. Contractor has available and offers to provide personnel and materials necessary to accomplish the work and complete the Project as described in the Scope of Work within the required time in accordance with the calendar days included in this Contract.

NOW, THEREFORE, the Owner and Contractor agree as follows:

- 1. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities for the McAllister Pump House & Pipeline Project (the "Project"). The Project scope is specific to the attached Special Provisions (Exhibit B). Contractor shall construct the Project for the Owner in a good, workmanlike and substantial manner and to the satisfaction of the Owner through its engineers and under the direction and supervision of the City Engineer, or his properly authorized agents including but not limited to project managers and project engineers. Contractor's work shall be strictly pursuant to and in conformity with the Contract.
- 1.1 A Pre-Construction Conference will be held with the successful Contractor after the Notice of Award is issued. The date and time of the Conference will be agreed upon between the Contractor and the Engineer. The meeting will be held at City Hall, 211 West Aspen Avenue, Flagstaff, AZ 86001. The purpose of the meeting is to outline specific construction items and procedures that the Owner feels require special attention on the part of the Contractor. The Contractor may also present any variations in procedures to improve the workability of the Project, reduce the cost, or reduce inconvenience to the public. The Contractor shall submit a written proposal at this conference outlining intended plans for pavement replacement, maintaining continuous access to residences and businesses along the construction site, and traffic control.
- 2. Contract; Ownership of Work. Contractor shall furnish and deliver all of the materials and perform all of the work in accordance with this Contract; Construction Plans; Special Provisions; the City of Flagstaff Engineering Design and Construction Standards and Specifications;

the latest version of the Maricopa Association of Governments ("MAG") Specifications for Public Works Construction and City revisions to the MAG Specifications for Public Works Construction ("Exhibit A"); and any Arizona Department of Transportation (A.D.O.T.) Standards that may be referenced on the Plans or in the specifications, incorporated in this Contract by reference, plans and associated documents. All provisions of the Invitation for Construction Bids, Performance Bond, Payment Bond, Certificates of Insurance, Addenda, Change Orders and Field Orders, if any, are hereby incorporated into this Contract. All materials, work, specifications and plans shall be the property of the Owner.

The following exhibits are incorporated by reference and are expressly made a part of this Contract:

- 2.1.1 Revisions of MAG Standard Specifications for Public Works Construction Exhibit A ("Flagstaff Addendum to MAG")
- 2.1.2 Special Provisions

Exhibit B

- **3. Payments.** In consideration of the faithful performance of the work described in this Contract, the Owner shall pay an amount not to exceed \$1,618,464.94 to the Contractor for work and materials provided in accordance with the bid schedule, which amount includes all federal, state, and local taxes, as applicable. This amount shall be payable through monthly progress payments, subject to the following conditions:
- 3.1 Contractor shall promptly submit to the Owner all proper invoices necessary for the determination of the prices of labor and materials;
- 3.2 Progress payments shall be made in the amount of ninety percent (90%) of the value of labor and materials incorporated in the work, based on the sum of the Contract prices of labor and material, and of materials stored at the worksite, on the basis of substantiating paid invoices, as estimated by the Owner, less the aggregate of all previous payments, until the work performed under this Contract is fifty percent (50%) complete. When and after such work is fifty (50%) complete, the ten percent (10%) of value previously retained may be reduced to five percent (5%) of value completed if Contractor is making satisfactory progress as determined by the Owner, and providing that there is no specific cause or claim requiring a greater amount to be retained. If at any time the Owner determines that satisfactory progress is not being made, the ten percent (10%) retention shall be reinstated for all subsequent progress payments made under this Contract;
- 3.3 The City Engineer shall have the right to finally determine the amount due to Contractor;
- 3.4 Monthly progress payments shall be made by the Owner, on or before fourteen (14) calendar days after the receipt by the Owner of an approved estimate of the work completed;
- 3.5 Contractor agrees that title to materials incorporated in the work, and stored at the site, shall vest with the Owner upon receipt of the corresponding progress payment;

- 3.6 The remainder of the Contract price, after deducting all such monthly payments and any retention, shall be paid within sixty (60) days after final acceptance of completed work by the Owner. The release of retention or alternate surety shall be made following the Owner's receipt and acceptance of: Contractor's Affidavit Regarding Settlement of Claims, Affidavit of Payment, Consent of Surety for Final Payment, and Unconditional Full and Final lien waivers from all subcontractors and suppliers who have filed an Arizona Preliminary 20 Day Lien Notice in accordance with A.R.S. §§ 33-992.01 and 33-992.02.
- 4. Time of Completion. Contractor agrees to complete all work as described in this Contract within one hundred eighty (180) calendar days from the date of the Owner's Notice to Proceed free of all liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or persons, in the manner and under the conditions specified within the time or times specified in this Contract.
- **5. Performance of Work.** All work covered by this Contract shall be done in accordance with the latest and best accepted practices of the trades involved. The Contractor shall use only skilled craftsmen experienced in their respective trades to prepare the materials and to perform the work.
- **6. Acceptance of Work; Non Waiver.** No failure of the Owner during the progress of the work to discover or reject materials or work not in accordance with this Contract shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the Contract.
- 7. **Delay of Work.** Any delay in the performance of this Contract due to strikes, lockouts, fires, or other unavoidable casualties beyond the control of the Contractor and not caused by any wrongful act or negligence of the Contractor shall entitle the Contractor to an extension of time equal to the delay so caused. The Contractor shall notify the Owner in writing specifying such cause within twenty-four (24) hours after its occurrence. In the event such delay is caused by strikes, lockouts, or inability to obtain workmen for any other cause, the Owner shall have the right but shall not be obligated to complete the work on the same basis as is provided for in Section 13 below (Contract Violations).
- **8. Failure to Complete Project in Timely Manner.** If Contractor fails or refuses to execute this Contract within the time specified in Section 4 above, or such additional time as may be allowed, the proceeds of Contractor's performance guaranty shall become subject to deposit into the Treasury of the municipality as monies available to compensate the Owner for damages as provided by A.R.S. § 34-201 for the delay in the performance of work under this Contract, and the necessity of accepting a higher or less desirable bid from such failure or refusal to perform this Contract as required. If Contractor has submitted a certified check or cashier's check as a performance guaranty, the check shall be returned after the completion of this Contract.
- **9. Labor Demonstration.** It is understood that the work covered by this Contract is for the Owner's business purposes and that any unfavorable publicity or demonstrations in connection with the work will have a negative effect upon the Owner. If Contractor's actions in performance of the Contract result in any public demonstration on behalf of the laborers or organized labor in the vicinity of the Owner's premises, whether such demonstration is in the form of picketing, posting of

placards or signs, violence, threats of violence or in any other form, which in the Owner's judgment, might convey to the public the impression that the Owner or the Contractor or any subcontractor is unfair to laborers or to organized labor, the Owner shall have the right to terminate this Contract immediately, unless the Contractor shall have caused such demonstration to be discontinued within two (2) days after request of the Owner to do so. In the event any such demonstration is attended by violence, the Owner may fix lesser time within which a discontinuance shall be accomplished. In the event of Contract termination, the Contractor agrees to remove from the Premises within twenty-four (24) hours of termination, all machinery, tools, and equipment belonging to it or to its subcontractors. All obligations or liabilities of the Owner to the Contractor shall be discharged by such termination, except the obligation to pay to the Contractor a portion of the Contract price representing the value based upon the Contract prices of labor and materials incorporated in the work as established by the Owner, less the aggregate of all previous payments, but subject to all of the conditions pertaining to payments generally.

- 10. Material Storage. During the progress of the work, the Contractor shall arrange for office facilities and for the orderly storage of materials and equipment. Contractor shall erect any temporary structures required for the work at his or her own expense. The Contractor shall at all times keep the premises reasonably free from debris and in a condition which will not increase fire hazards. Upon completion of the work, the Contractor shall remove all temporary buildings and facilities and all equipment, surplus materials and supplies belonging to the Contractor. Contractor shall leave the Premises in good order, clean, and ready to use by the Owner. The establishment of any temporary construction yard, material storage area or staging area to be located within City of Flagstaff limits and outside the public right-of-way or Project limits generally requires a Temporary Use Permit. (See Exhibit A, Section 107.2.1.)
- 11. Maintenance During Winter Suspension of Work. A "Winter Shutdown" is the period of time typically including December through March during which no Work will be performed by any person or entity (including but not limited to the Contractor) on the Project and Contractor shall shutdown, properly insulate and shelter the Project in a safe and workmanlike manner pursuant to local, state and federal laws. Although December through March is typically the time frame, the City reserves the right to initiate and terminate a Winter Shutdown at the City's sole discretion in the event of adverse weather conditions. A Winter Shutdown may be declared by the City despite delays, for any reason, on the Project. City retains the right to declare a Winter Shutdown. If work has been suspended due to winter weather, the Contractor shall be responsible for maintenance and protection of the improvements and of partially completed portions of the work until final acceptance of the project. Winter Shutdown shall be by field order, change order or original contract. If repairs and/or maintenance are needed during the Winter Shutdown, the Contractor is required to perform the repairs and/or maintenance within twenty-four (24) hours of notification from the City. If the needed repairs and/or maintenance are not addressed within the timeframe, the City will accomplish the work and deduct the cost from monies due or become due to the Contractor.

The City shall provide snow removal operations on active traffic lanes only during the Winter Shutdown. All other snow removal and maintenance operations shall be the responsibility of the Contractor during the Winter Shutdown. All cost associated with snow removal and proper disposal

shall be considered incidental to the work including repair of temporary surface improvements due to normal wear and snow removal operations during the Winter Shutdown.

- 12. Assignment. Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the Owner. No right or interest in this Agreement shall be assigned, in whole or in part, by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the Owner. The Owner shall not unreasonably withhold consent to such assignment. Contractor agrees that any assignment agreement between Contractor and the Assignee shall include and subject to the assignee to all obligations, terms and conditions of this Contract and that Contractor shall also remain liable under all obligations, terms and conditions of this Contract.
- 13. Notices. Many notices or demands required to be given, pursuant to the terms of this Contract, may be given to the other Party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested at the address set forth below *and* to legal counsel for the party to whom the notice is being given.

If to Owner:

If to Contractor:

Chris Nav

Patrick Brown, C.P.M. CPPB Purchasing Director 211 West Aspen Avenue Flagstaff, AZ 86001

President 5858 W. Riggs Road Chandler, AZ 85226

- 14. Contract Violations. In the event of any of the provisions of this Contract are violated by the Contractor or by any of Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract (the "Notice to Terminate"). The Contract shall terminate within five (5) days of the date Contractor receives the Notice to Terminate, unless the violation ceases and Contractor makes arrangements for correction satisfactory to the Owner. In the event of any such termination, the Owner shall immediately serve notice of the termination upon the Surety by registered mail, return receipt requested. The Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance within ten (10) days from the date of receipt of the Owner's notice of termination, the Owner may complete the work at the expense of the Contractor, and the Contractor and his or her Surety shall be liable to the Owner for any excess cost incurred by the Owner to complete the work. If the Owner completes the work, the Owner may take possession of and utilize such materials, appliances and plants as may be on the worksite site and necessary for completion of the work.
- 15. Termination for Convenience. The Owner may terminate this contract at any time for any reason by giving at least thirty (30) days written notice to the Contractor. If termination occurs under this Section 15, the Contractor shall be paid fair market value for work completed by Contractor as of the date of termination. The parties agree that fair market value shall be determined

based on the Contractor's original bid price, less any work not yet completed by the Contractor as of the date the written notice of termination is given to the Contractor.

- 16. Contractor's Liability and Indemnification. To the fullest extent permitted by law, Provider shall indemnify, save and hold harmless the City of Flagstaff and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the, recklessness or intentional wrongful conduct of the contractor, subcontractor or design professional or other persons employed or used by the contractor, subcontractor or design professional in the performance of the contract. The amount and type of insurance coverage requirements set forth in the Contract (Section 103.6 of Exhibit A) will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 17. Non Appropriation. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Owner to meet the Owner's obligations under this Contract, the Owner will notify Contractor in writing of such occurrence, and this Contract will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments shall be made or due to the other party under this Contract beyond these amounts appropriated and budgeted by the Owner to fund the Owner's obligations under this Contract.
- **18. Amendment of Contract.** This Contract may not be modified or altered except in writing and signed by duly authorized representatives of the parties.
- 19. Subcontracts. Contractor shall not enter into any subcontract, or issue any purchase order for the completed work, or any substantial part of the work, unless in each instance, prior written approval shall have been given by the Owner. Contractor shall be fully responsible to the Owner for acts and omissions of Contractor's subcontractors and all persons either directly or indirectly employed by them.
- **20.** Cancellation for Conflict of Interest. This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
- 21. Compliance with All Laws. Contractor shall comply with all applicable laws, statutes, ordinances, regulations and governmental requirements in the performance of this Contract.
- **22. Employment of Aliens.** Contractor shall comply with A.R.S. § 34-301, which provides that a person who is not a citizen or ward of the United States shall not be employed upon or in connection with any state, county or municipal public works project.
- 23. Compliance with Federal Immigration Laws and Regulations. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Contractor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

- 24. Contractor's Warranty. Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A, Verification of Employment Eligibility. Contractor shall not employ aliens in accordance with A.R.S. § 34-301, Employment of Aliens on Public Works Prohibited. Contractor acknowledges that pursuant to A.R.S. § 41-4401, Government Procurement; E-Verify Requirement; Definitions, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this Contract, and that the Owner retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.
- **25. Jurisdiction and Venue.** This Contract shall be administered and interpreted under the laws of the State of Arizona. The Contractor hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.
- **26. Attorney's Fees.** If suit or action is initiated in connection with any controversy arising out of this Contract, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.
- **27. Time is of the Essence.** Contractor acknowledges that the completion of the Contract by the dates specified final completion is critical to the Owner, time being of the essence of this Contract.
- **28. No Third Party Beneficiaries.** The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Contract are for the sole benefit of, and may be enforceable solely by, the Parties to this Contract, and none of the terms, provisions, conditions, and obligations of this Contract are for the benefit of, or may be enforced by, any person or entity not a party to this Contract.
- **29. Headings.** The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Contract.
- **30. Severability**. If any part of this Contract is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Contract shall remain in full force and effect unless the stricken provision leaves the remaining Contract unenforceable.

IN WITNESS WHEREOF, the Owner and Contractor, by their duly authorized representatives, have executed this Contract as of the date written above.

(Please sign in blue ink. Submit original signatures – photocopies not accepted)

Owner, City of Flagstaff

Contractor, Revolution Industrial LLC.

Greg Clifton, City Manager	Signature
Attest:	Printed Name
City Clerk	Title
Approved as to form:	
City Attorney	

CITY OF FLAGSTAFF, ARIZONA PAYMENT BOND

PROJECT NAME: McAllister Pump House & Pipeline Project

PROJECT NUMBER: WA-3426 BID NUMBER: 2020-76

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34 CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES (Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That	t,						
	r called the Principal), as Principal, a	nd,					
				,	a	corpo	ration
organized a	nd existing under the laws of the Sta	te of			,	with	its
principal of	fice in the City of		_("Surety	"), as S	urety,	are hel	d and
firmly boun	d unto the City of Flagstaff, Arizona	("Obligee"),	in the am	ount of _			
	Dollars (S)	for	the pa	yment
whereof, the	e said Principal and Surety bind th	emselves, an	d their he	irs, admi	nistrat	tors, exec	cutors,
successors a	and assigns, jointly and severally, fir	mly by these	presents.				
WH	EREAS, the Principal has entered in	nto a certain v	written Co	ntract wi	th the	Obligee,	dated
this	day of		, to th	e City	of F	lagstaff	which
Contract is 1	hereby referred to and made a part	nereof as full	y and to t	he same	extent	as if cop	pied at
length herei	n.						

Now, therefore, the condition of this obligation is such, that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this	day of 20
Principal (Seal)	Surety (Seal)
By:	By:
Agency of Record	Agency Address

CITY OF FLAGSTAFF, ARIZONA PERFORMANCE BOND

PROJECT NAME: McAllister Pump House & Pipeline Project

PROJECT NUMBER: WA-3426 BID NUMBER: 2020-76

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34 CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES (Penalty of this Bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That,			
(hereinafter called the Principal), as Principal	cipal, and,		
, a corporation org	ganized and existing under the laws of the State of		
, with its principal	office in the City of		
("Surety"), as Surety, are held and firmly	y bound unto the City of Flagstaff, Arizona ("Obligee"), in		
the amount of			
) for the payment whereof, the s	aid Principal and Surety bind themselves, and their heirs,		
administrators, executors, successors and	assigns, jointly and severally, firmly by these presents.		
WHEREAS, the Principal has e	entered into a certain written Contract with the Obligee,		
dated thisday of	20 in the City of Flagstaff which		
Contract is hereby referred to and made	a part hereof as fully and to the same extent as if copied at		
length herein			

Now, therefore, the condition of this obligation is such, that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined

in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this	day of20
Principal (Seal)	Surety (Seal)
By:	By:
Agency of Record	Agency Address



Located West of New PW Facility









Headline – 50+ pt



Background

- Voters approved funds to drill 4 new wells to increase water production capabilities
- Funds are now available in Capital Projects to fund the construction of this Pumphouse
- McAllister well drilled in 2008 near the McAllister Ranch Complex





Headline – 50+ pt





- McAllister Well Drilled in 2008 as part of a 4well strategy to meet growing water demand
- Voters approved the funds for drilling these wells in early 2000's

 McAllister Pump House to resemble Fort Tuthill Pumphouse



Project Advertisement

- McAllister Pumphouse Project was advertised on 12-19-2019 through 1-31-2020
- 8 Bidders provided proposals
- Revolution Industrial lowest responsive bidder @ \$1,541,464

Contractor	Total Cost
Revolution Industrial	\$1,541,464
Woodruff Construction	\$1,625,076
Schofield Civil Construction	\$1,631,778
Kinney construction	\$1,774,862
Fann Environmental	\$1,854,917
Kear Civil Corp	\$1,997,0781
Hunter Contracting	\$2,426,911
Standard	\$2,446,636



Eight Bidders Provided Proposals



CITY OF FLAGSTAFF CONTRACT SUPPLEMENTARY JUSTIFICATION

[] CONTRACT ALLOWANCE
[] ADMINISTRATIVE CHANGE ORDER

PROJECT NO. <u>WA-3426</u>	PROJECT NAME: McAllister Pump House
FILE NO.	Project Manager: Justin Emerick
CONTRACTOR/CONSULTANT: <u>Revol</u>	ution Industrial
	ruction of a water pump station for the McAllister well to produce, treat, and istribution system. Revolution is lowest responsive bidder @ \$1,541,464.94
JUSTIFICATION FOR USE AND AMOU	NT:
encountered during construction, inclubuilding foundation footprint, electricative work preparation	Amount: 5%, \$77,073.00, - This amount is based on the unknowns uding – but not limited to- excessive rock excavation in the pipeline routes, all service excavation, design modifications during construction, additional
Administrative Change Order Justifica	tion and Amount:
COST/BUDGET/FUNDING SOURCE AN	ALYSIS:
Contract Allowance Justification and <i>F</i> Pumphouse – 202-08-370-3350-0-4466)	Amount: 5% , \$77,073.00 (Water & Sewer Construction- New Well &
Administrative Change Order Justifica	tion and Amount:
APPROVAL: Signature	Date:
Project Manager <u>fustin Emeriu</u>	Approval Recommended 2/26/20
Program Manager	Approval Recommended
Section Head 1	Approval Recommended 2/24/2020
Division Head	Approval Recommended 2/24/2020 Approval Recommended Z/26/2020

Definitions

Contract Allowance

Contract allowances of up to 5%, 7.5% or 10% may be added to all design/bid/build design and construction contracts. The allowance is based on the engineer's estimate OR the lowest responsible bid (whichever is lowest), and will be included in the recommendation of award by City Council.

Contract Amount

Over \$1,000,000 in value \$250,000 - \$1,000,000 Below \$250,000

Contract Allowance

allowance of up to 5% allowance of up to 7.5% allowance of up to 10%

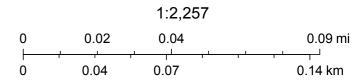
Administrative Change Order

Up to ten percent (10%) Administrative Change Order (ACO) amount may be included in all design/bid/build design and construction contracts only to be considered by the City Council.

McAllister Pumphouse Project



2/26/2020, 2:51:12 PM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Christine Cameron, Project Manager III

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

<u>Consideration and Approval of Contract:</u> City of Flagstaff Municipal Court Facility Project - Award of Construction Contract to Aspen Communications for Installation of Fiber Optic Communication Facilities.

STAFF RECOMMENDED ACTION:

- 1. Award the Construction Services Contract to Aspen Communications in the amount of \$93,866.00, with a 60 calendar-day contract period;
- 2. Approve Change Order Authority to the City Manager in the amount of \$9,386.00 (10% of contract amount);
- 3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the construction contract to Aspen Communications will authorize an agreement for completion of the Municipal Court Facility Project fiber optic communications, which is a necessary component of the Court function.
- The scope of this contract is anticipated to be complete in June 2020.
- Aspen Communications is being procured under the active Arizona State Cooperative Purchasing Agreement ADSPO17-169124 (Solicitation No. ADSPA17-00007125). The City of Flagstaff is eligible to participate in the use of this contract.

Financial Impact:

The Project is currently budgeted in the amount of \$17,242,427 for FY 2019-2020 and is anticipated to be budgeted in the amount of \$2,243,963 for FY 2020-2021. Project funding is in the Capital Project Fund, Account Number 408-09-426-3278-1.

Policy Impact:

Award of the contract to Aspen Communications will allow for the construction of the fiber optic communications service line, which is a necessary aspect for the Court's functionality. The Court Facility was approved by Proposition 412 in the November 2016 ballot question.

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

Council Goal: Transportation and Other Public Infrastructure.

Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Flagstaff Regional Plan 2030: Locating Facilities Goals and Policies.

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

Team Flagstaff Strategic Plan: Foster a Resilient and Economically Prosperous City.

Deliver outstanding services through a healthy environment, resources and infrastructure.

Has There Been Previous Council Decision on This:

On June 14, 2016, Council reviewed funding options for the Project and directed staff to prepare ballot language for a \$12M bond project to be funded through secondary property tax.

On July 3, 2018, City Council awarded the Design-Build Contract #2018-63 to KCS for design phase services of the project.

On March 5, 2019, City Council approved the GMP #1 Amendment to the original Design-Build Contract #2018-63.

On May 21, 2019, City Council approved the GMP #2 Amendment to the original Design-Build Contract #2018-63.

On December 3, 2019, City Council approved the GMP #3 Amendment to the original Design-Build Contract #2018-63.

Options and Alternatives:

- 1. Approve the construction contract with Aspen Communications as presented.
- 2. Reject the contract and direct staff to re-negotiate the terms and fee structure with Aspen Communications.
- 3. Direct staff to seek an alternative contractor for scope and fee negotiations.

Background/History:

The existing City Court and Prosecutor's operations are being relocated from 15 N. Beaver Street to a new facility at 101 W. Cherry, to be completed in the summer of 2020. This location does not have existing adequate fiber optic communication service to operate the Court and Prosecutor's business as required. The construction of the conduit infrastructure up Beaver Street was completed in February 2020 by Kinney Construction Services. This contract will provide the internal wiring and additional infrastructure in and around Flagstaff City Hall, where the fiber connection begins.

Key Considerations:

Fiber communications are essential to City Court and Prosecutor's operations. This work has been planned and permitted within the building construction and is budgeted in the project funding. The City IT Department regularly contracts with Aspen Communications to provide the majority of our service infrastructure needs. The AZ State cooperative contract provides for the selection of a provider that has been evaluated and pre-approved for this service.

Expanded Financial Considerations:

The Project is currently budgeted in the amount of \$17,242,427 for FY 2019-2020 and is anticipated to be budgeted in the amount of \$2,243,963 for FY 2020-2021. Project funding is in the Capital Project Fund, Account Number 408-09-426-3278-1.

City Manager's Change Order Authority in the amount of \$9,386.00 (10% of the construction fee) is included in the award as permitted by the City's Procurement Code. This change order amount will cover unanticipated issues during installation and is used solely at the City's discretion.

Community Benefits and Considerations:

The Court Project will provide a safe and efficient municipal building that will greatly improve the Court's operations now and into the future, enhance the staff and user experience, and provide an attractive amenity to downtown Flagstaff. Functional and modern communications will provide necessary services for staff and Court patrons.

Community Involvement:

There have been multiple Council meetings to discuss the Project over the course of the last four years, in addition to multiple public meetings prior to the ballot question of 2016. A Public Meeting was held on February 20, 2019, to engage the public on the Project design. There has been no specific public outreach for the fiber optic installation.

Expanded Options and Alternatives:

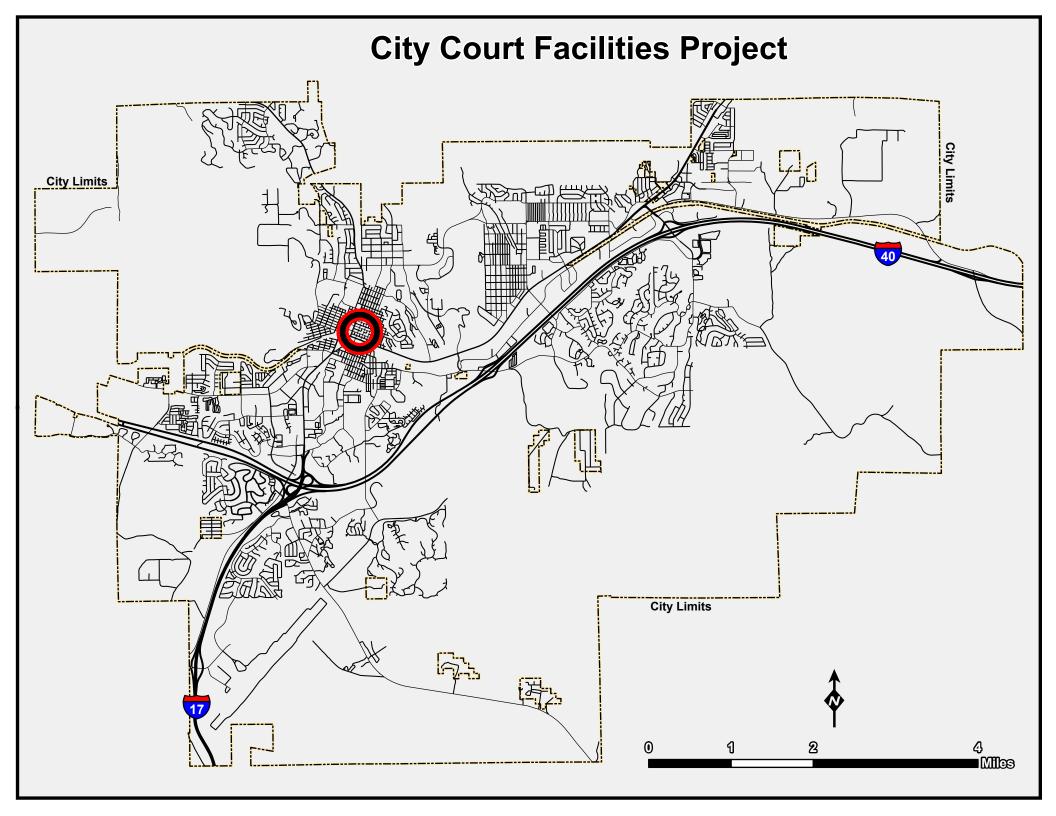
- 1. Approve the Construction contract with Aspen Communications as presented.
- 2. Reject the contract and direct staff to re-negotiate the terms and fee structure with Aspen Communications.
- 3. Direct staff to seek an alternative contractor for scope and fee negotiations.
- 4. Selection of option #2 or #3 would delay occupancy of the new facility.

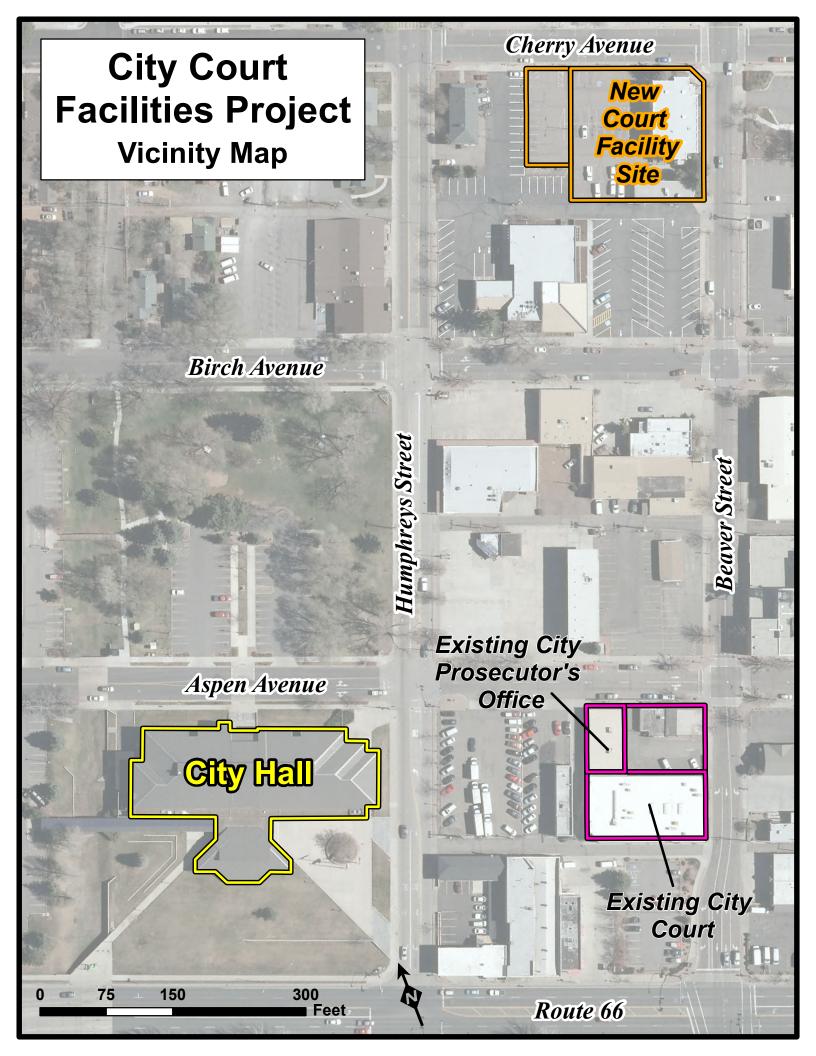
Attachments: Court Context Map

Court Vicinity Map

City Cooperative Contract
Contract Exh A-SOW & Pricing
Contract Exh B-State Contract

Justification





COOPERATIVE PURCHASE CONTRACT

Contract No. 2020-109

This	Cooperative	Purchase	Contract	is	made	and	entered	into	this		day	of
		20by	and between	en th	e City of	of Flag	staff, Ariz	zona,	a politic	cal subdi	vision of	the
State	of Arizona ("	'City") and	Aspen Cor	nmur	nication	s, LLČ	c, an Ariz	zona	Limited	Liability	Corporat	ion
("Con	ntractor").											

RECITALS:

- A. Contractor has an Arizona State Cooperative Purchasing Agreement ADSPO17-169124 (procured under solicitation no. ADSPO17-00007125) to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- 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. <u>Materials and or Services Purchased:</u> Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

INSTALLATION OF FIBER OPTIC COMMUNICATION FACILITIES

- 2. <u>Specific Requirements of City:</u> Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.
- 3. <u>Payment:</u> Payment to the Contractor for the materials and or services provided for ninety-three thousand eight hundred sixty-six dollars **(\$93,866.)** including other fees and taxes; made in accordance with the price list and terms set forth in the Agency Contract.
- 4. <u>Terms and Conditions of Agency Contract Apply:</u> All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in <u>Exhibit B</u> attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.
- 5. <u>Certificates of Insurance:</u> 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. <u>Term:</u> This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
- 7. <u>Renewal:</u> This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Aspen Communications LLC:
By:
Title:
CITY OF FLAGSTAFF
By:
Title:
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney's Office

EXHIBIT A

QUOTE (attached)

EXHIBIT B AGENCY CONTRACT

Arizona State Cooperative Purchasing Agreement ADSPO17-169124 (attached)



www.aspentelco.com

P: 928.774.0992 | F: 928.214.9202

Date:

March 12, 2020

Project Name: City Hall to New Courthouse Outside Plant (OSP) & Inside Plant (ISP) Fiber

Optic Cable Project

Solicitation

Number:

Pricing Proposal

Proposed for:

City of Flagstaff

Information Technologies Department

211 West Aspen Avenue Flagstaff, Arizona 86001

Confidential Information: This document is privileged, confidential information, and protected from disclosure. As the recipient of this document, if you are an employee or partner responsible for delivering this to the intended party, you are hereby notified that dissemination, distribution, or copying of this information is strictly prohibited. If you have received this document in error, please notify Aspen immediately at 928-774-0992.

Aspen's Qualifications: Aspen provides design/build engineering, construction, and consulting solutions to the Federal Government and commercial sector that increases flexibility, efficiency, resiliency, and reliability. We have partnered with large, medium and small firms to maximize the collective expertise to attain these goals. Our senior staff has served well over half a century in the Armed Forces and fully understands team concepts and accomplishing the mission. We offer only the very best in design, engineering, and construction. Our commitment to excellence has rewarded our customers with outstanding solutions for general construction and renovation projects, disaster response/recovery operations, and intricate work at historic sites.

Aspen is a certified Service Disabled Veteran Owned Small Business (SDVOSB) and SBA 8(a) and HUBZone Company. A Baldrige Quality firm, Aspen adheres to quality as a byword in everything we do.

Aspen Communications, LLC, doing business as Aspen Engineering & Contracting, founded in Arizona in 1999, is a licensed, bonded, and insured B-1 General Commercial Contractor (ROC297066), Low Voltage Electrical Contractor, (ROC145414), and Commercial Electrical Contractor (ROC248277), meeting all Arizona licensed contractor qualifications. Aspen offers solutions in design/build of information and communications technology infrastructure, computer network and IT services, intrusion detection and security systems, programmable logic control systems, specialty power systems, structured cabling and fiber optic installations, and technology consulting.





www.aspentelco.com

P: 928.774.0992 | F: 928.214.9202

Aspen holds a GSA IT Schedule 70 Contract #GS-35F-0601W and GSA Security Schedule 84 Contract # GS07F184DA

Project Assumptions/Qualifications:

- ➤ It is assumed that the City of Flagstaff will be supplying any information concerning safety issues with regard to any hazardous materials for disclosure to all ASPEN employees working on this Project.
- Any additional labor or materials requested by the owner not included in the scope of this response would constitute an adjustment to the scope of work and priced accordingly. All requests for a change order will be in writing, and approved by the owner representative with the authority to do so. ASPEN will proceed when all parties agree.

Project Scope of Work

OUTSIDE PLANT (OSP) FIBER OPTIC CABLING SYSTEM

- ➤ ASPEN will coordinate installation of (2) 4" conduits from New #9 ADOT Maintenance Hole into City Hall Mechanical Room (1st Floor, East TR).
- ASPEN will provide and install (1) 4" 3-Cell Fabric Innerduct in both the existing and newly installed underground 4" conduits, end to end. Total length of run is approximately 1,600'. Additionally, Aspen will provide and install (1) 4" 3-Cell Plenum-Rated Fabric Innerduct from the City Hall Data Center to the City Hall 2nd Floor East Telecommunications Room. Total length of this run is approximately 300'. The Fabric Innerducts provided, will be manufactured by Maxcell Corporation, Wadsworth, Ohio.
- > ASPEN will provide and install (1) 144 strand, Singlemode, Armored, OSP Fiber Optic Cable, both in the existing and newly installed underground 4" conduits between the Flagstaff City Hall 1st Floor East Telecommunications Room, located at 211 West Aspen Avenue, and the proposed New Courthouse 1st Floor BET/TR, located at 101 West Cherry Avenue. This new OSP Fiber Optic Cable will be placed in one (1) of the three (3) Maxcell Innerduct Cells, thereby leaving two (2) Cells for future use. Additionally, Aspen will install (1) 144 strand, Singlemode, ISP Plenum-Rated Fiber Optic Cable in one (1) of the three (3) Maxcell Innerduct Cells, between the City Hall Data Center and the City Hall 1st Floor East Telecommunications Room. An additional 30' of Fiber Optic Cable slack will be left in the City Hall Data Center and in the New Courthouse 1st Floor BET/TR. Fiber Optic Cable slack will be left in each existing pull box. Quantity will be determined on size and condition of the existing pull boxes. Ten feet of Fiber Optic Cable slack will be left in each of the newly installed pull boxes. Total length of the OSP Fiber Cable run is approximately 1,700'. Total length of the ISP Plenum-Rated Fiber Cable run is approximately 300'. The 144 strand, Singlemode, Armored, OSP Fiber Optic Cable provided.



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TELECOM ROOM (TR) BUILDOUT & FIBER TERMINATIONS/SPLICING

FLAGSTAFF CITY HALL DATA CENTER

ASPEN will provide and install (1) Rack-Mounted Fiber Optic Closet Connector Housing (CCH), populated with (12) Connector Housing Panels, each pre-loaded with 12 Singlemode Fiber Optic LC type Adapters. All (144) Singlemode Fiber Optic Cable strands will be terminated with Singlemode LC type Fiber Connectors and placed into the Fiber Optic LC type Connector Housing Panels. Closet Connector Housing, Singlemode LC Connector Housing Panels and LC Singlemode Connectors installed.

FLAGSTAFF CITY HALL 1ST FLOOR EAST TR

ASPEN will provide and install (1) Fiber Optic Splice Enclosure with associated grounding kit, 24 fiber fusion splice trays and fusion splice heat shrink protective sleeves. All 144 OSP Fiber Optic Cable strands will be transition fusion spliced to all 144 ISP Plenum-Rated Fiber Optic Cable strands, and placed into the Fiber Optic Splice Enclosure. Fiber Optic Splice Enclosure and associated components.

NEW COURTHOUSE 1ST FLOOR BET/TR

ASPEN will provide and install (1) Rack-Mounted Fiber Optic Closet Connector Housing (CCH), populated with (12) Connector Housing Panels, each pre-loaded with 12 Singlemode Fiber Optic LC type Adapters. All (144) Singlemode Fiber Optic Cable strands will be terminated with Singlemode LC type Fiber Connectors and placed into the Fiber Optic LC type Connector Housing Panels. Closet Connector Housing, Singlemode LC Connector Housing Panels and LC Singlemode Connectors installed.

GROUNDING/BONDING

- ➤ ASPEN will provide and install the required amount of grounding conductors (#6AWG) with bonding components within the City Hall Data Center, the City Hall 2nd Floor East TR and the New Courthouse 1st Floor BET/TR, to include the OSP Fiber Optic Cable metallic shields to the existing Telecommunications Main Grounding Busbar (TMGB). Grounding will conform to the ANSI/TIA/EIA-607A Standard in addition to the manufacturer's grounding requirements.
- ASPEN assumes that the building ground is to be provided by a qualified electrical contractor, and will be bonded to the TMGB by said electrical contractor.



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FIBER OPTIC CABLE TESTING

ASPEN will provide labor and equipment to test all 144 Singlemode, Armored, OSP Fiber Optic Cable strands, and all 144 Singlemode ISP Plenum-Rated Fiber Optic Cable strands post installation. These tests will include end to end attenuation (loss) tests utilizing an Optical Loss Test Set (OLTS) measured at 1310nm and 1550nm. These tests will verify the OSP/ISP Fiber Optic Cabling System performance per the requirements as outlined in the ANSI/TIA/EIA-455 and the ANSI/TIA/EIA-567-7 Standards, in addition to the Corning Cabling System recommendations. Documentation depicting the OLTS test results will be provided in both hard copy and electronic formats.

LABELING

ASPEN will label all of the Fiber Optic Cable ends and each of the Closet Connector Housings/Connector Panels in the City Hall Data Center, the City Hall 2nd Floor East TR and the New Courthouse 1st Floor BET/TR. Additionally, the 144 Singlemode, Armored, OSP Fiber Optic Cable will be labeled inside all (4) of the existing and (4) newly installed in-ground pull boxes/hand hole through which it passes. ASPEN will develop and implement, in conjunction with the City of Flagstaff IT Department, a comprehensive labeling scheme that will be both practical and ANSI/TIA/EIA-606A compliant. Documentation for the labeled OSP Fiber Optic Cabling System will be provided in both hard copy and electronic formats.

PROJECT SPECIFIC EXCLUSIONS

- 120V AC Raceways and Outlets
- Building Grounding Source
- Active Components (ie: Routers, Switches, UPS's, Computers, Etc.)
- All Inter-Building (OSP) Pathways and Spaces

INSTALLATION PRICE

 Administration :
 \$ 9,650.00

 Labor :
 \$53,859.00

 Materials:
 \$30,357.00

 Grand Total (Installation)
 \$93,866.00



www.aspentelco.com

P: 928.774.0992 | F: 928.214.9202

Execution: All work to be performed by BICSI and/or product-specific certified Installers and Technicians. Project Site Manager will be a BICSI certified Technician. Project oversight will be provided by a BICSI certified Registered Communications Distribution Designer. Technicians are OSHA and HIPAA Certified.

Standards and Codes: Complete structured cabling system will conform to TIA/EIA-568A, TIA/EIA-569B, TIA/EIA-606A, TIA/EIA-607A, TIA/EIA-72, TIA/EIA-67, TIA/EIA-TSB75, TIA/EIA-758 and all applicable State and local codes.

Warranty: Manufacturer warranty will apply plus Aspen's standard 1-year workmanship warranty.

Access: Owner will provide unhindered access to all work areas during the course of the job. Unwarranted delays, acts of God excluded, will be subject to additional charges.

Term: This budgetary proposal is good for 30 days, based on the date reflected on page 1 of this document.

Notes:

246 DUSCO (2000)

Please feel free to contact us if have any

questions regarding this proposal. We can be reached at (928) 774-0992.

Don Richardson, MBA, RCDD/OSP

President/CEO

drichardson@aspentelco.com

Eric Bedell, BICSI Technician Vice President/COO ebedell@aspentelco.com

Aspen Communications, LLC DBA Aspen Engineering & Contracting

A SDVOSB, 8(a) and HUBZone Company

8(a) Certified



www.aspentelco.com

P: 928.774.0992 | F: 928.214.9202

ACCEPTANCE

Proposal Accepted By:	Date:
Printed Name/Title:	
Email:	
Phone:	

Contract Amendment

Contract: ADSPO17-169124

Amendment #3

Arizona Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 402 Phoenix, AZ 85007

Cabling Communication Systems

Aspen Communications LLC

1. In accordance with the Special Terms and Conditions, Section 3.2 - Contract Extensions, this Contract is extended for the contract period through May 2, 2021.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

Cabling Communications Systems

Bid # ADSPO17-00007125

Prepared for



Submitted by Aspen Communications LLC





Solicitation Amendment

Solicitation No.: ADSPO17-00007125

Description: Cabling Communication Systems

Amendment No.: One (1)

State of Arizona
State Procurement
Office
100 N. 15TH Avenue,
Suite 201
Phoenix, AZ 85007

Pursuant to the Uniform Instructions to Offerors, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

- 1. Exhibit 1 of Part 2-B Pricing Document: Pricing Sheet is deleted and replaced with the attached Exhibit 1 v2 of Part 2-8 Pricing Document: Pricing Sheet.
- 2. For the avoidance of doubt, the following clarifications have been made to the Pricing Sheet:
 - a. Column 3, the Item Description may be used to describe one product or a category of products;
 - b. Column 4, Price List Title & Date/No refers to any Product Lists or catalogues that the Offeror maintains. If no such list exist, please mark as N/A;
 - c. Column 5, if a Price List is provided, or of the Offeror chooses to Cost plus, the Offer is not required to fill in the List Price column and should mark as N/A;
 - d. The Offeror may choose to submit their offer for each Item below as Discount % off List Price OR Cost Plus but not both;
 - e. GIS Mapping and BIM Modelling are optional, the Offeror may choose whether to offer or not.
 - f. GIS Mapping is using Geographic Information Systems (GIS) to map out where fiber or other cables are installed and used to allow the State to see where it can better connect into a fiber (or other cabling) system.
 - g. Building Information modelling (SIM) involves the generation and management of digital representations of physical and functional characteristics of places;

ALL OTHER PROVISIONS OF THE SOLICITA	ATION SHALL REMAIN IN THEIR ENTIRETY.
Offeror hereby acknowledges receipt and understanding of the above amendment.	The above referenced amendment is hereby executed this date by the State.
3/17/2017 Signature Date Don Richardson Printed/Typed Name and Title	Signature Date Reem Prendiville State Procurement Manager

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Error! Reference source not found, to in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial	ê.	3/17/2017	DR			4			
Offer:	(date	initial						
	2.			3.			4.		
Revised	(late #1	initial		date #1	initial	da	ite #1	initial
Offers:	5.			6.			7.		
	-	late #4	initial		date #5	initial	da	te #6	initial
Best and	8.								
Final Offer:	C	late	initial						
Aspen Comr	am	rications			Don	fliche	en	250-	>
Offeror company	nam	e			Signature of person	n authorized to sig	gn Offe	भ	Initials
Kiji Dava Cir	cle	Suite A			Don Richardson	n, President/	CEO		
Address	5				Printed name and	title			
rescott AZ	86	301			Shawn Al-Mask	een, Capture	Man	ager	
City State ZIP					Contact name and	title			
36-0948761					smaskeen@asp	entelco.com	9	282552745	
Federal tax ident	ifier (EIN or SSN)			Contact Email Add	ress		Contact phone no	ımber
ERTIFICATION:	By s	ignature in the above,	Offeror certific	es th	at it:				
 will not discri Executive Or 	mina der :	ate against any employ 2009-9 or A.R.S. §§ 41	ee or applicate	nt for h 14	employment in violati 65;	on of Federal Ex	ecutiv	e Order 11246, [Arizona] State
special disco	unt, stipu	ered to give, nor intend trip, favor, or service to lations required by this ag contract, and may b	o a public sen s clause will r	ant i sult	in connection with the in rejection of the Offe	submitted offer.	Failure	e to provide a val	id signature
3. complies with	ı A.F	R.S. § 41-3532 when o	ffering electro	nics	or information technol	ogy products, se	rvices	, or maintenance	; and
 is not debarre 	ed fr	om, or otherwise prohi	bited from par	ticipa	ating in any contract a	warded by federa	al, stat	e, or local gover	nment.
nls form, and which contract, of which erform any service	the a	FER: State hereby accase dated 3/17 (the Acc Accepted Offer forms a der the Contract until (epted Offer). a part. Contractor rec	Offer ctor in eive	or is now bound (as C s cautioned not to con	Contractor) to car nmence any billa or written notice	ry out ble wo to pro	the Work under to ork or to provide a oceed from Procu	the attached any material or irement Officer.
44	4				name				

Attachment 2-A

Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Company Profile

The Offeror must include a detailed narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience providing call center services, services software/technological solutions, telecommunications, experienced call center personnel deployment, and personnel training.
- 1.2 Date established;
- 1.3 Ownership (public, partnership, subsidiary, etc.);
- 1.4 Location in which the Offeror is incorporated;
- 1.5 Office location(s) responsible for performance of proposed tasks;
- 1.6 Offeror's organizational chart relevant to this project, specifically identifying the key point of contact for all questions related to the submitted offer:
- 1.7 Full disclosure of any potential conflict of interest (e.g. serving as a reseller of computer hardware, software or business relationships between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the project);
- 1.8 A Statement of whether, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, orassignee for the benefit of creditors, and if so, an explanation providing relevant details;
- 1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counselas to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
- 1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party inany litigation that may have a material impact on Offeror's ability to deliver the contracted services;
- 1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeroris a defendant or party inany litigation with a public sector client;
- 1.12 Full disclosure of any public sector contracts terminated for cause or convenience in thepast five (5) years; and
- 1.13 Full disclosure of any criminal or civil offense.

PART 3 of the Solicitation Documents Template version 2.0 (01-FEB-2017) SECTION 3-B: Offer Forms Page 2of 32 3

- 1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.
- 1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:

Aspen Communications, LLC, is an Information and Communications Technology Infrastructure Design/Build Integrator founded and incorporated in Flagstaff, Arizona in March of 1999 as a partnership (LLC-P). *(Q1.2, Q1.3, Q1.4)* Aspen's industry certified design and installation experts work in concert to provide customer focused solutions that are designed to increase flexibility, efficiency, and reliability for current and next generation IT, Network, Software/Technological and personnel training needs. We also train all of our customers on basic maintenance of upkeep of the systems we install, and our systems are in place with discerning clients all over Arizona. *(Q1.1)*

Our commitment to excellence through certification, credentialing, and ongoing education has allowed Aspen to become a leading Telecommunications and Security company. Aspen is an SBA certified Service Disabled Veteran Owned (SDVOSB), HUBZone (Historically Underutilized Business Zone), and 8(a) (socially and economically disadvantaged) company. A Baldrige Quality firm, Aspen adheres to quality as a byword in everything we do. Aspen is licensed, bonded and insured.

Aspen Communications maintains two strategically located permanent offices from which to execute performance of this contract, an office in Prescott, AZ, in Yavapai County and another in Flagstaff, AZ, in Coconino County. (Q1.5)

Aspen Communications, in the last ten (10) years, has not filed or had filed against it, any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. (Q1.7)

There are no pending Securities Exchange Commission investigations involving Aspen Communications. (Q1.8)

There is no open or pending litigation initiated by Aspen Communications or where Aspen Communications is a defendant or party in any litigation that may have a material impact on Aspen Communications' ability to deliver the contracted services. (Q1.10)

There is no open or pending litigation initiated by Aspen Communications or where Aspen Communications is a defendant or party in any litigation with a public sector client. (Q1.11)

Aspen has not had any public sector contracts terminated for cause or convenience in the past five years. **(Q1.12)**

Aspen has not been accused of or convicted of any criminal or civil offenses. (Q1.13)

ASPEN ORGANIZATION CHART

Don Richardson - President/CEO - Sales and Capture/Business Development - BSBA/MBA from NAU - Retired USN CWO4 - BICSI RCDD/OSP

Sheila Richardson – Executive Vice President/CFO – BA English/History from ASU, Graduate Accounting and Finance from NAU - Oversight of all financial actions.

Eric Bedell – Vice President/COO – BSBA/CIS from NAU –Project Manager - BICSI Technician - Oversees all operations, and all projects. Supervises all personnel within the Operations Department. Nick Roach assists Eric in Flagstaff as required.

Shawn Al-Maskeen – BSBA (Finance) Comptroller, Capture Manager, Proposal Writer

- **Cindy Spheeris** – Administrative Assistant

FLAG OFFICE	PRESCOTT OFFICE
-------------	-----------------

Nick Roach – Lead Technician/Network Specialist – BS GIS, NAU BICSI Technician	Dan Beppu – Senior Design and Estimator, RCDD
Kiel Yellowhair – Lead Installation Tech - BICSI Technician - Journeyman	Jon Decker – Engineering technician and Lead Installation Tech – BICSI Technician - Journeyman
Orlando Yellowhair – Installer – BICSI Level 2 Installer	Dave Fisher – Lead Installation Tech – BICSI Technician - Journeyman
Brandon Mazzone – Installer - Apprentice	Dave Brisco – BSTM/MS from DeVry – Trainer, BICSI Level 2 Fiber Installer
John Rivera – Electrician - Journeyman (PT)	Jesi Martinez – Fiber Installer - Apprentice
	Stylianos Sheridan – Labor

Anthony Hartsook, BS, MS - Director Business Development/Capture Management Works for Aspen under a Professional Services Agreement

Vern Reed – BSEE/MSSE from Naval Postgraduate School – Specialty: Telecommunications Engineer Works for Aspen under a Professional Services Agreement

Steve Randall – **RCDD** – Audio/Visual (A/V) Design and Project Manager Works for Aspen under a Professional Services Agreement

Steve Fowler – RCDD – Military and OSP Design and Project Manager Works for Aspen under a Professional Services Agreement

3/20/2017

Contractor Information ROC297088 Aspen Communications LLC B-1 COMMERCIAL 297088



The data supplied below is based on your specific request(s) and is correct to the best of our fineshedge as of the date and time it was extracted from our date files. The information is provided without personal research or analysis. The date is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-110439. Please read our Standard Duckinson at waws.arroc.goviLegalDictain.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other one Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Detail	s for License Number 297066 (Monday, March 20, 2017 11:32:21 AM	(I)
Contrac	tor	Lice	nse
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Aspen Communications LLC 7 Kiji Dava Cir Ste A Prescott, AZ 86301-5691 Phone: (928) 774-0992	CURRENT	B-1 COMMERCIAL LLC	First Issued: 04/09/2015 Renewed Thru: 04/30/2017

3/20/2017

Contractor Information ROC248277 Aspen Communications LLC C-11 COMMERCIAL 248277

DISCLAIMER



The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the data and time it was extracted from our data files. The information is provided without personal research or studyis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaim.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Contrac	tor	License		
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal	
Aspen Communications LLC 7 Kiji Dava Cir # 7A Prescott, AZ 86301-5691 Phone: (928) 774-0992	CURRENT	C-11 COMMERCIAL LLC	First Issued: 08/18/2008 Renewed Thru: 08/31/2018	

3/20/2017

Contractor Information ROC145414 Aspen Communications LLC CR67 DUAL 145414

DISCLAIMER

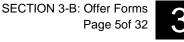
The data supplied below is based on your specific request(s) and is correct to the best of our linowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaim.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Detan	o lot License i umber 145414 (i	Monday, March 20, 2017 11:28:31 A)
Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
Aspen Communications LLC 7 Kiji Dava Cir # 7A Prescott, AZ 86301-5691 Phone: (928) 774-0992	CURRENT	CR67 DUAL LLC	First Issued: 05/21/1999 Renewed Thru: 05/31/2017

PART 3 of the Solicitation Documents Template version 2.0 (01-FEB-2017)

Available on line at: Procure. A Z. gov















Information Technology Systems

The designation of

BICSI ITS TECHNICIAN

is awarded to

Nicholas E Roach

by BICSI* in recognition of having successfully completed BICSI's registration and examination requirements.

179957 100 5/25/2014





advancing the information and communications technology community

This is to certify that

David P Fisher



Designator#

171155H

Valid Through

12/12/2014 - 12/12/2017

is a BICSI Technician in the BICSI Cabling Installation Program







Question 2: Company Experience

- A. What market(s) are your current clients primarily in?
- B. What experience do you have serving clients in Services Desk and Arizona StateBusiness Markets?
- C. What is the range in size of your current clients?
- D. What type of case studies do you have that exhibit your experience with different clients?
- E. How long have you provided services to your longest tenured client?
- F. Why did your last three former clients cancel their contracts?
- G. With what relevant trade associates are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

- A. Aspen Communications' clients cover a broad spectrum of markets, ranging from smaller commercial customers to federal customers across many agencies. The majority of our work is performed in central and northern Arizona where we have a significant geographic advantage over our southerly competitors.
- B. Aspen is not actively engaged in serving clients in the Services Desk client market, but we are confident in our ability to do so based on our current capabilities. We do have many years experience working with state and governmental agencies, both independently and through the previous iteration of this contract.
- C. Our clients range from small clinics to U.S. Federal agencies in scale
- D. Aspen has performed case studies for Corning Fiber and Drake Cement, as well as feasibility studies for the Navajo Nation, Yavapai Prescott Indian Tribe, the VA, and many others.
- E. Aspen has been performing work regularly for the VA for ten years.
- F. Aspen's only cancelled contracts have all been a result of budgetary shortfalls/government shutdowns.

 Aspen has never had a contract cancelled due to performance.
- G. Aspen's primary trade association affiliation is BICSI, an internationally recognized and respected telecommunications standards organization and certification agency. This allows us a training standard as well as the ability to prove the ability and competence of our technicians and engineers.

We are also a member of several industry and trade organizations which allows us to stay current with the latest technologies, techniques, trends, and materials.

Additionally, while not strictly trade associates, Aspen partners very closely with the Arizona's Small Business Association. This allows us to certify our special designations which give us an advantage over our competition on many projects with a governmental footprint or diversity spending goals. Aspen is an 8(a) company which means we have been certified as a socially and economically disadvantaged small business. We are also SDVO which indicates we are owned by a service disabled veteran. Lastly, we reside on a Hubzone, which gives us a price advantage against large businesses on full and open projects.

Aspen is also the only communications company in the state with a State of Arizona approved and registered apprenticeship program.

PART 3 of the Solicitation Documents Template version 2.0 (01-FEB-2017) SECTION 3-B: Offer Forms Page 8of 32



Question 4: Proposed Project Members and Organization

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.

Offeror Response:

Please see attachment 3-B. All three key members utilized therein have been with the company for over ten years, and so all share a wealth of experience with large local, state, and federal government agencies.

Question 5: Subcontractors

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:

Please see attachment 3-C. It would be Aspen Communications' intent to self perform all work on this contract. Should the need arise for a subcontractor to perform work outside of our competency, Aspen would request approval from State of Arizona, as well as the individual buyer.

Question 6: Arizona Baseline Security Controls

All offerors must be prepared to comply with a request to submit to a State of Arizona Baseline Security Controls questionnaire. The evaluation committee will require all short-list offeror's to complete the questionnaire. Completed questionnaires will be submitted to ADOA-ASET for review and evaluation. To review the questionnaire, visit the site below. Within the Offeror Response below, please state your willingness to comply with this requirement.

https://aset.az.gov/resources/policies-standards-and-procedures

Offeror Response:

Aspen is happy and willing to comply with the requirement and will complete a questionnaire upon request.

EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related. <u>All assignments shall be for assignments received and completed within the last five (5) years.</u>

1 Client Company/Address		Contact	Begin Date	End Date
(AZ Related) Northern Arizona University 0 S San Francisco, AZ 86011		Paul Trujillo	10/15/2016	3/1/2017
Phone Number	Emai	I Address		
(928) 523-2905	Paul.	Trujillo@nau.edu		

Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Job Order Contract for Telecommunications Construction Projects, IDIQ Format, 3 years remaining. Most recent project was a complete Telecom renovation on Gammage Building. Major milestones included several prioritized phases based on employees rotating vacation schedules, to alleviate downtime.

List job positions provided and technologies utilized to supplement services.

Laborer, Certified Installer, Technician, Project Manager, Superintendent, Engineer. Standard tools & equipment.

2 Client Company/Address		Contact	Begin Date	End Date
Veterans Administration 500 AZ-89, Prescott, AZ 86301		Robert Walters	5/29/2015	10/20/2015
Phone Number	Ema	il Address		
(928) 445-4560	Robe	ert.Walters2@va.gov		

Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Multiple Award Task Order Construction Contract. Largest recent project was all telecommunications for new Mental Health Building.

List job positions provided and technologies utilized to supplement services.

Certified Installer, Electrician, Technician, Project Manager, Superintendent, Engineer.

3 Client Company/Address		Contact	Begin Date	End Date
Phoenix Indian Medical Center 4212 North 16th Street		Mark Downing	3/16/16	8/10/2016
Phone Number	Emai	I Address		
(602) 263-1516	Mark	a.Downing2@ihs.gov		

Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Design and Assessment for Technology Upgrades

List job positions provided and technologies utilized to supplement services.

Design Engineer, OSP Engineer, Engineering Technician

4 Client Company/Address		Contact	Begin Date	End Date
Drake Cement		Geoff Stout	11/1/16	10/31/2017
Phone Number	Emai	I Address		
(928) 636-6004	gstou	ut@DrakeUS.com		

Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Annual Maintenance/Repair Agreement

List job positions provided and technologies utilized to supplement services.

Technician, Project Manager, Certified Installer, Design Engineer, OSP Engineer, Site Superintendent

End of Attachment 2-A

Attachment 2-B Organization Profile

RESERVED – NOT UTILIZED FOR THIS RFP!

End of Attachment 2-B

Attachment 3-A

Method Proposal(Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Executive Summary.

In the Executive Summary, the Offeror must condense and highlight the contents of their proposal in such a way as to provide the State with a broad understanding of the proposal in no more than five (5) pages. Offerors must provide a concise summary of the proposed products to be utilized in the performance of the project and any proposed services, and how these proposed products and services address the requirements presented in the RFP.

Offerors must present a summary of their planned approach, their past successful public sector assignments that mirror the Scope of Work, and highlight the relevant public sector experience and previous projects worked jointly by all proposed key personnel included in the proposal.

Offeror Response:

It is Aspen Communications' intent to offer a full and complete solution to the State of Arizona. Since its inception, with its staff of certified BICSI level design and Outside Plant engineers (RCDDs, OSPs), Aspen has specialized in design/builds of complete Communications Cabling Systems (CCS). We are equally capable of performing any number of individual tasks within this broader scope, as identified in section 5.1.1 of the solicitation documents. We are also pleased to offer our full product line at, we hope you'll agree, a very reasonable markup.

We feel we have many advantages to offer the State that makes us stand out from our competition. The scope calls for all major CCS elements to be implemented *per BICSI standards*. In our experience, the only installers truly capable of performing work to BICSI standard are genuine BICSI certificate holders. After all, if they knew everything about BICSI standards, why wouldn't they opt to get the certificate? *All* of Aspen's design engineers, technicians, and installers are BICSI certified.

Our locations in Prescott and Flagstaff offer us a significant geographic advantage over our competitors for work in the central and northern sections of the state. We also feel we will be competitive with our southerly neighbors in the bottom portion of the state on mission critical projects on which the buyer would appreciate a full complement of permanent on-staff BICSI RCDDs. (There are approximately 700 RCDDs in the world, and five of them work at Aspen!) While not strictly a State of Arizona consideration, Aspen also resides in a Historically Underutilized Business District (HUBZone), is an 8(a) certified socially and economically disadvantaged company, and is a Service Disabled Veteran-Owned (SDVO) small business.

Aspen's full complement of engineering staff is another immense advantage both for us and for our customers. Having engineers in-house on a construction or installation project allows us to make adjustments very quickly when changes are needed, and at a minimal cost and delay to a buyer compared with working with a design firm. We can also sometimes spot a costly error in an existing design or plan before the cost is incurred. Being both a design and construction firm, not only can we be certain that what you want is what you need, but also that what you want is what you really get.

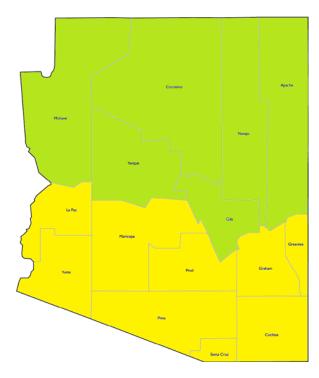
Aspen's approach to the execution of this contract will be similar to our approach on similar contracts. In an emergency outage situation, we are capable of dispatching from either or both of our offices in a very short time frame. Contract performance will be managed by key personnel Don Richardson, CEO, and Eric Bedell, COO. Depending on the nature, size, and scope of the project, a mutually agreeable schedule will be created through communication with the buyer, and staff will be dispatched as necessary.

While in recent years Aspen has not done as much work as we would like with the State (other than our work with NAU and their job order contract), much of Aspen's past performance is with the Federal Government. As such, we enjoy a large footprint of public sector assignments that mirror this scope of work, as well as an excellent performance history. We regularly do work for the Veterans' Administration, National Park Service, U.S. Air Force, and other federal agencies. We also maintain two GSA schedules, both being fairly similar in scope and nature to this task order based contract. The core Aspen project team has been working together for well over a decade, through countless projects. We are confident in our ability to deliver a wide array of products and services to match your scope of work.

Question 2: Offerors must describe their ability to provide the Cabling Material including laborand support services. The response to this requirement should, at a minimum, include a map of the State of Arizona with an indication of the locations where products may be delivered plus the number and type of support personnel or other resources that may be employed. The narrative in response to this specification should include, at a minimum, a general overview of the proposed services and an overview of how the services are to be provided in the locations indicated.

Offeror Response:

Aspen is capable of providing its full line of Cabling Materials and Labor & Support services anywhere in the state, from either of its locations subject to standard travel/shipping policies. This will include but is not limited to installation, testing, assessments, site surveys, OSP, splices, etc. We will naturally be most competitive in central and northern Arizona.



Yellow = Available for service & support

Green = Preferred work zone

We currently have 12 employees between our two locations available for dispatch anywhere in the state with Aspen's full resources behind them.

Question 3: Quality Control. Describe your company's quality control processes.

Offeror Response:

In order to ensure quality in all of our projects, we utilize a three-pronged approach. Firstly, all of our technical staff maintain BICSI certification, and undergo a rigorous course of ongoing education to ensure that they are kept abreast of all the latest cutting edge developments in our field. Secondly, we utilize project supervision by both a project manager and a design engineer. Lastly, all of our work is tested with an Optical Time Domain Reflectometer (OTDR).

Aspen also understands that in order for a buyer to schedule work efficiently, it is paramount that contractors follow through with their proposed timelines as accurately as possible. Aspen is able to provide very accurate construction schedules, due in part to our excellent estimating staff, but also thanks to our many years of experience performing projects of all sizes, and our ability to react swiftly and appropriately to most any "hiccup".

Question 4: Offerors must submit customer satisfaction statistics or survey results concerning the quality of the products and/or services offered.

Offeror Response:

Aspen enjoys excellent an excellent performance history. Here is the summary page from our most recent third party survey:



Question 5: Offerors must thoroughly describe their ability to provide value added technical services including installation, training or directly related optional services and the geographic area where the services may be provided.

Offeror Response:

Aspen Communications' staff of engineers, technicians, and installers can provide a wide array of value added technical services. Installation, configuration, design, consulting, training, testing, feasibility/expandability studies, etc can all be performed in any area of the state, subject to standard AZ State travel policy.

Question 6: Offerors must describe any energy efficiency program (s) by identifying the Products that meet Energy Star or other recognized programs for energy efficiency. In addition, Offerors must describe how Products are identified as energy efficient on their web site.

Offeror Response:

N/A

Question 7: Offerors should submit detailed information on how technical support is handled and controlled. Also include what time frame can be expected for this service and all other additional pertinent or important information relating to this program.

Offeror Response:

We are confident in the training we are able to provide our customers, which includes dealing with common and simple to fix problems they are likely to encounter. In the event there is a more serious issue that merits a technical support call, this is handled on a case by case basis. Response time will be heavily determined by the severity of the issue. Phone support can be performed same day in most cases.

Question 8: Offerors must include all detail of their maintenance programs including but not limited to the processes, locations sites, any maintenance agreement forms, coterminous alternatives, pricing. etc. A detailed narrative of what is including in your maintenance program and what is required. Please identify your warranty period and if you allows maintenance to be paid before the end of a warranty period.

Offeror Response:

Aspen provides a 2 year warranty on all workmanship. By virtue of our certified installer status with many of our material suppliers, we are also often able to pass along a 20-25 year (in some cases lifetime) warranty on materials that we ourselves install.

Training on basic maintenance is provided to our customers with the installation of a new system, however, no further maintenance outside warranty is included in our standard pricing. We hold several maintenance agreements currently and would be pleased to offer such a service to Arizona State customers under a separate agreement or as an extension to the original contract. We *would* allow maintenance hours to be paid before the end of a warranty period.

Question 9: If Offeror is proposing the utilization of Subcontractors/Channel Partners, provide detail of who they are, location, number of years as a Subcontractor/Channel Partner, and how they will be utilized, what tasks and or services they will perform. Additional information shall include the structure of the program, any administrative requirements, and how this utilization will ensure a successful Contract. Offerors must thoroughly explain any dependencies or obstacles regarding the receiving and handling of purchase orders and how receivables need to be received and or managed.

Offeror Response:

N/A

Question 10: Offerors must submit proof, acceptable to the State, of the cost for all materials utilized prior to invoicina.

Offeror Response:

Aspen takes no issue with this. If it please the State, Aspen will submit vendor quotes and/or invoices alongside all billings, however we will also likely need to include a small consideration for miscellaneous consumables that would not be ordered specifically for a given job.

Question 11:Offers must describe any special programs that your company offers that will improve customers' ability to access products, on-time delivery or other innovative strategies.

Offeror Response:

While not part of any special programs, Aspen enjoys excellent and longstanding relationships with all of our core suppliers. We are also a certified installer with most major brands. This paired with our high sales volume allows us to purchase materials at a great price, allowing us to pass the savings on to you. Our personal relationships with our vendors also means even in times of peak ordering, our orders take precedent, and we very rarely see any delays in shipping. In a time critical situation when a customer is faced with a long lead time, it is sometimes possible for our staff of engineers to redesign a project in such a way that it can use an alternative part with a shorter lead.

Question 12: Offers must describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology.

Offeror Response:

Aspen enjoys not only an AZ low voltage license, but AZ high voltage electrical and general contracting licenses as well. As such, the sky is the limit when it comes to expanding the potential scope of this contract. We are also familiar with some more obscure branches of telecommunications like Building Automation Systems, Power Quality Analysis, as well as security, access control, cameras, and perimeter fences. Through continuous education, our staff is always kept abreast of the latest products, standards, and technologies, and we are always excited to share them with our customers!

End of Attachment 3-A

Attachment 3-B

Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work. Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1 Name:	Donald Richardson	How long with company?	18 years
Current position in company:	President/CEO	How long in positon?	18 years
Position for the Services:	Superintendent/Design Engineer	How much of time will be dedicated to the Services?	As required, based on sales.
What primary functions will be assigned?	Supervision, Site Visits, Design, Enginee	ring	
Describe person's experience in performing services like those that are to be assigned:	Continuous experience work in similar so	ervices since 1987.	
List person's job-related training and education:	BSBA Business Administration Master's in Business Administration BICSI RCDD Certification BICSI OSP Certification 15+ years meeting BICSI continuing edu	cation requirements	
Resume:			

2	Name:	Eric Bedell	How long with company?	17 years
	Current position in company:	Chief Operations Officer	How long in positon?	7 years
Posi	tion for the Services:	Project Manager	How much of time will be dedicated to the Services?	As required, based on sales.
W	hat primary functions will be assigned?	Supervision, Scheduling, Orders, Crew A	ssignments, etc.	
expe se	Describe person's erience in performing ervices like those that are to be assigned:	Many years' experience managing staff at from this contract.	nd projects similar to ones we n	night expect
	t person's job-related aining and education:	BSBA Business Administration PMP (Project Management Professional) 15+ years of completing BICSI continuing	• •	
	Resume:			

End of Attachment 3-B

Attachment 3-C

Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

- Fill in the information for every significant subcontractor indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
- 2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
- Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
- State may demand additional information about proposed subcontractors as a precondition of award.
- YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	Name	select		
1.	Name	select		
2.	Name	select		
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		

End of Attachment 3-C

Attachment 3-D

Performance Guarantee

RESERVED

All performance Service Level Agreements will be identified within each resultant Task Order.

End of Attachment 3-D



Request for Proposal

Solicitation No.
ADSPO17-00007125
Description:
Cabling Communication Systems

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201 Phoenix, AZ 85007

Attachment 3-E

Boycott of Israel Disclosure

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.RS. §35-393.01:

- 1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- 2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- 3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- 4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.

State

- (b) that are held in an index fund.
- 5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
- 6. "Public fund" means the state treasurer or a retirement system.
- 7. "Restricted companies" means companies that boycott Israel.

All offerors must select one of the following:

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

X		A.RS. §35-393.01	o participate in during the term of the contract, a . I understand that my entire response will become
	My company does participate in a	boycott of Israel as	defined by A.RS. §35-393.01.
from any cl	ing this response, proposer agrees t laims or causes of action relating to t he payment of all costs and attorney f Aspen Communications	he State's action ba	•
	Company Name		Signat e of Person Authorized to Sign
	7 <u>Kij</u> i Dava Circle Suite A		Don Richardson
	Address		Printed Name
Prescott	A7	86301	President/CFO

End of Attachment 3-E

Zip

SECTION 3-B: Offer Forms

Title

Page 28 of 38

PART 3 of the Solicitation Documents

City

Template version 2.0 (01-FEB-2017)

Available 0

Attachment 4 Pricing Sheet

End of Attachment 4



Request for Proposal

Solicitation No. ADSPO17-00007125 Description:

Cabling Communication Systems

Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 201 Phoenix, AZ 85007

Exhibit 1 v2 of Part 2-B Pricing Document: Pricing Sheet

Materials Offeror Name Aspen Communications

- 1. This is a list of Materials that will be under contract.
- 2. Please note that in the detail of the Specifications (Exhibit 1 to the Scope of Work) attached to this RFP, some of the categories may have limitations on the Manufacturers.
- 3. Column 3, the Item Description may be used to describe one product or a category of products;
- 4. Column 4, Price List Title & Date/No refers to any Product Lists or catalogues that the Offeror maintains. If no such list exist, please mark as N/A.
- 5. Column 5, if a Price List is provided, or of the Offeror chooses to Cost plus, the Offer is not required to fill in the List Price column and should mark as N/A.
- 6. The Offeror may choose to submit their offer for each Item below as Discount % off List Price OR Cost Plus but not both.

	Manufacturer				Discount % off	
Item	Name	Description	Price List Title & Date/No	List Price	List Price or	*Cost plus %
1	Hubbell	Entire Product Line	N/A	N/A		10
2	Leviton	Entire Product Line	N/A	N/A		10
3	Panduit	Entire Product Line	N/A	N/A		10
4	OCC	Entire Product Line	N/A	N/A		10
5	ICC	Entire Product Line	N/A	N/A		10
6	Dynacom	Entire Product Line	N/A	N/A		10
7	General Cable	Entire Product Line	N/A	N/A		10
8	Berk-Tek	Entire Product Line	N/A	N/A		10
9	PureNet	Entire Product Line	N/A	N/A		10
	Comtran					
10	Cable	Entire Product Line	N/A	N/A		10
11	Belden	Entire Product Line	N/A	N/A		10
12	HCM	Entire Product Line	N/A	N/A		10
13	Arrow	Entire Product Line	N/A	N/A		10
14	AFL	Entire Product Line	N/A	N/A		10
15	Draka	Entire Product Line	N/A	N/A		10
16	Tappan	Entire Product Line	N/A	N/A		10
17	ADC	Entire Product Line	N/A	N/A		10
18	Carol Brand	Entire Product Line	N/A	N/A		10
19	Bosch	Entire Product Line	N/A	N/A		10
20	ComNet	Entire Product Line	N/A	N/A		10
21	Signamax	Entire Product Line	N/A	N/A		10
22	BlueWave	Entire Product Line	N/A	N/A		10
23	Samsung	Entire Product Line	N/A	N/A		10
24	Altronix	Entire Product Line	N/A	N/A		10
	Speco					
25	Technologies	Entire Product Line	N/A	N/A		10
26	Chief	Entire Product Line	N/A	N/A		10
27	Da-Lite	Entire Product Line	N/A	N/A		10
28	Bogen	Entire Product Line	N/A	N/A		10
29	Hoffman	Entire Product Line	N/A	N/A		10
30	B-Line	Entire Product Line	N/A	N/A		10



Request for Proposal

Solicitation No. ADSPO17-00007125 Description:

Cabling Communication Systems

Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 201 Phoenix, AZ 85007

31	Stiffy	Entire Product Line	N/A	N/A	10
	Caddy				
32	Fasteners	Entire Product Line	N/A	N/A	10
33	Mag Daddy	Entire Product Line	N/A	N/A	10
34	WBT	Entire Product Line	N/A	N/A	10
35	MPHusky	Entire Product Line	N/A	N/A	10
36	Snake Tray	Entire Product Line	N/A	N/A	10

Labor		Offeror Nam	ne			
Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	OSP Cabling Technician	1.00	HR	58.50	0	58.50
2	ISP Cabling Technician	1.00	HR	58.50	0	58.50
3	Cabling Lead Forman / Supervisor	1.00	HR	65.00	0	65.00
4	Project Manager, Cabling	1.00	HR	70.00	0	75.00
5	CAD Drafter	1.00	HR	70.00	0	70.00
					Subtotal:	327.00
					Tax:	0.00
					Freight:	0.00
					Discount:	0.00
					TOTAL:	327.00

Labor	(Optional only)	Offeror Nam	ne			
Item Class-Item Description		n Class-Item Description Quantity Unit		Unit Price	Discount	Total
1	GIS Mapping: Using Geographic Information Systems (GIS) to map out where fiber or other cables are installed and used to allow the State to see where itcan better connect into a fiber (or other cabling) system.	1.00	HR	N/A		
2	BIM Modelling: Building Information modelling (BIM) involves the generation and management of digital representations of physical and functional characteristics of places	1.00	HR	N/A		

Attachment 5-A Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer along with the appropriate supporting information to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following - if neither is checked, State will assume that as equivalent to "DOES NOT":

0	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.								
_	This resp	onse DOES contain trade secret information because it contains information that:							
	1.	Is a formula, pattern, compilation, program, device, method, technique or process, AND							
	2.	Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND							
	3.	Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.							

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offerer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offerer agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offerer agrees to indemnify and hold State, its agents qd_empl oyees, harmless from any claims or causes of action relating to State's withholding of information base pan reliance n the above re / ntations, including the payment of all costs and attorney fees incurred State in defen iiilg such an a 10 A.

Aspen Cor	n:munications Ll	LC	Vian Kinkarakson
OfferorCompa	any Name		Signature of Authorized Person
7 Kiji Dava	Circle Suite A		Don Richardson
Address			Printed Name
Prescott, A	Z 86301		President/CEO
City	State	Zip	Title

End of Attachment 5-A

PART 3 of the Solicitation Documents
Template version 2.0 (01-FE型017)

SECTION 3-B: Offer Forms
Page 25of 32

Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of thefollowing written determinations:
 - 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 - 2. The designated information is not confidential; or
 - 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
 - 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

- - -

Attachment 5-B

Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH ERROR! REFERENCE SOURCE NOT FOUND. OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS - TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:

(PART 1 OF THE SOLICITATION)

Check one of the following - if neither is checked, State will assume that as equivalent to "YES":

YES - Offeror acknowledges that it has read and understands the Solicitation Summaryin Section 1-A of the Solicitation Documents and the Instructions to Offerors in Section 1-B of the Solicitation Documents and the and attests that its Offer complies with both.

NO - Offeror acknowledges that it has read and understands the Solicitation Summaryin Section 1-A of the Solicitation Documents and the Instructions to Offerors in Section 1-B of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 1.

CONFORMANCE TO THE TECHNICAL DOCUMENTS:

(PART 2 OF THE SOLICITATION)

Check one of the following - if neither is checked, State will assume that as equivalent to "YES":

YES - Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

NO - Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 2.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:

(PART 3 OF THE SOLICITATION)

Check one of the following - if neither is checked, State will assume that as equivalent to "YES":



YES - Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 3 of the Solicitation Documents and attests that its Offer complies with both.

NO - Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 3 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 3.

SECTION 3-B: Offer Forms Page 27of 32



ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions No Exceptions Taken

Article / Paragraph or Exhibit Reference		Rationale for Proposed Change
Section 1	-A: Solicitation Details	
Х	x	x
X	×	×
х	x	×
Section	1-B: Instructions to Offerors	`
Х	×	X
Х	x	X
Х	x	×

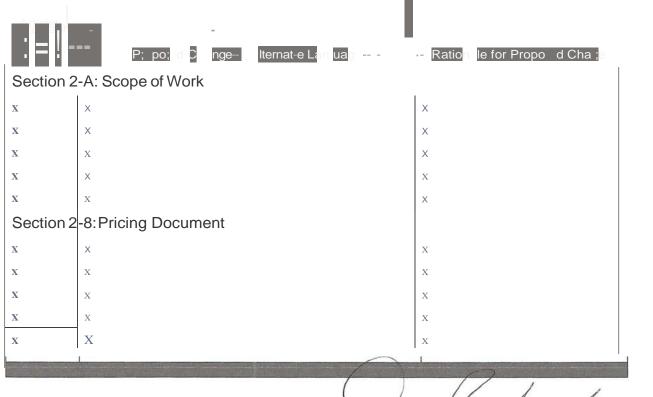
Aspen (Commur	nications
---------	--------	-----------

Company Name

Signature of Person Authorized to Sign

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Scope of Work and Pricing No Exceptions Taken



Aspen Communications

Company Name

SECTION 3-B: Offer Forms
Page 21of 24

ATTACHMENT 5-BSupplementNo. 3:

Exceptions to Contract Terms & Conditions No Exceptions Taken

or Exhibi Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3	-A: Special Terms & Conditions	
X	x	X
X	x	X
X	X	X
X	X	X
X	X	Х
		Coraza

Paragraph
or
Appendix
Reference

Paragraph

Proposed Changes / Alternate Language

Rationale for Proposed Change

Section 3-B: Uniform Terms & Conditions						
X	x	X				
X	X	X				
X	X	X				

Aspen Communications

Company Name

End of Attachment 5-B

SECTION 3-B: Offer Forms
Page 22of24

Available on! neat

Attachment 5-C

Insurance and Bonding Evidence

Please provide a copy of your current insurance certificate that meets or exceeds the requirements set forth in Special Terms and Conditions, Section 6.2, Contractor Insurance Requirements.

Aspen does not currently maintain the Professional Liability Coverage levels specified, however, Aspen would be willing to immediately acquire this coverage upon a successful contract award.

End of Attachment 5-C

MANDER nN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/OD/YYYY) 03/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELO W. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(\$), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be end orsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in fled of such endorsement(s).							
PRODUCER	SI?ti cT Weston Thew						
Flagstaff Insurance, Inc. 1300 E. Butler Ave	g_N:o, Extl: (928) 771-6631	ΰČ, Not					
Suite 100	*1AJ - wes@flagstaffi ns.com	•					
Flag staff , AZ 86001	INSURERISIAFFORDING COVERAGE	E NAIC	;#				
	INSURERA : Owners Ins Co						
INSURED	INSURER e: AutoOwners Insurance						
Aspen Communications LLC Don & Sheila Richardson	INSURERC:						
7 Kiji Dava Circle #A	INSURER D:						
Pres c ott , AZ 86301	INSURER E :						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER	REVISION NU	MBER-					

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

"vun X COMMERCIALGENERAL LIABILITY
CLAIMS-MADE OCCUR 1,000,000 **EACH OCCURRENCE** X **X** 45066909 09/20/2016 09/20/2017 300 .000 U 9 EN '. 2.nM 10.000 MEDEXP(Anyone oerson) 1.000.000 PERSONAL & ADVINJURY 2,000,000 AGGREGATE LIMITAPPLIES PER: GENERAL AGGREGATE Т POLICY re>T1 000 000 PRODUCTS - COMP/OP AGO OTHER: COMBNEDSINGLE LIMIT AUTOMOBILE LIABILITY 1.00.0.0.00 X X 4206690900 09/20/2016 09/20/2017 ANY AUTO BDDILY INJURY /Peroersonl SCHEDWED **AUTOS ONLY** UTOS BODILY INJURY (Per accide FROPERTY DAMAGE HUVffsonly M9469, NE Per accident\ X UMBRELLALIAB 1,000 , 00 0 OCCUR **EACH OCCURRENCE EXCESSLIAB** CLAIMS-MADE X X 4206690901 09/20/2016 09/20/2017 1.000.000 GGREGATE OED I RETENTION\$ WORKERS COMPENSATION 2JHfrnr | ANDEMPLOYERS' LIABILITY YIN ANY PROPRIE OR/PARTNER/EXECUTIVE E.E. BISEASE-EAEMPLOYE N/A If ves. describe under DESCRIPTONOF OPERATIONS below E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS | LOCATIONS | VEHICLES (ACORD 101], Additional Remarks Schedulemal be attached If more space | s required)
Solicitation No. ADSP017-00007125 - Cabling Communication Systems - The State o Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents

and employees shal be named as additional insureds with respect to liabilty arising out of the activities performed by or on behalf of the contractor. Additional Insured and Waiver

of Subrogation provided under form 55091

CE	ΞR	TIF	ICA ⁻	TE H	HOL	DER

Arizona State Procurment Office 100 N 15th Ave, Suite 201 Phoenix, AZ 85007

CANCELLATION

SHOULD ANY OF THE ABO VE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

©1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such	endorsement(s).				.g
PRODUCER		NAME:	CopperPoint Insurance Companie	S	
CopperPoint Insurance Companies		PHONE (A/C, No, Ext):	602.631.2300 or 866.284.2694 (A/C, No): 602.631.2599		
3030 N. 3rd Street		E-MAIL ADDRESS:			
			INSURER(S) AFFORDING COVERAGE		NAIC #
Phoenix	AZ 85012-3068	INSURER A:	CopperPoint Mutual Insurance Com	pany	14216
INSURED		INSURER B:			
Aspen Communications LI	_C	INSURER C:			
7 Kiji-Dava Circle Ste A		INSURER D :			
		INSURER E :			
Prescott	AZ 86301	INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 463		REVISION N	JMBER:	
INDICATED. NOTWITHSTANDING A CERTIFICATE MAY BE ISSUED OR	DLICIES OF INSURANCE LISTED BELOW HA NY REQUIREMENT, TERM OR CONDITION R MAY PERTAIN, THE INSURANCE AFFORD	OF ANY CO	ONTRACT OR OTHER DOCUMENT W POLICIES DESCRIBED HEREIN IS	ITH RESPECT TO	WHICH THIS
EXCLUSIONS AND CONDITIONS OF	ESLICH POLICIES LIMITS SHOWN MAY HAV	E REEN REI	DUCED BY PAID OLAIMS		

INSR LTR	R TYPE OF INSURANCE			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
		COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
		CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
								MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE		≣					AGGREGATE	\$
		DED RETENTION \$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Х	1019424	11/01/2016	11/01/2017	E.L. EACH ACCIDENT	\$ 1,000,000
					1016431	11/01/2016	11/01/2017	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #: ADSP017-00007125 Location: Statewide Cabling

6325-CONDUIT CONST FOR CABLE/WIRE

CERTIFICATE HOLDER		CANCELLATION		
State of Arizona, Arizona Department of Adm ATTN: State Procurement Office 100 North 15th Avenue	inistration	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
100 North 13th Avenue		AUTHORIZED REPRESENTATIVE		
Suite 201				
Phoenix	AZ 85007	folial Stand		
		© 4000 0044 ACORD CORRORATION All similar managed		

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State Waiver:

Cert Holder Name: State Waiver

Verbiage: State of Arizona. its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees' losses arising from work performed by or on behalf of the Contractor.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/21/2017 Insured Aspen Communications LLC

Policy No. 1018431

Endorsement No. 9 Premium \$ 0.00

Insurance Company CopperPoint Mutual Insurance Company

Countersignedby

/j

WC000313

(Ed. 4-84)

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2016 Insured Aspen Communications LLC Policy No. 1018431

Endorsement No. 3 Premium \$ 500

{ld||/4>

Insurance Company CopperPoint Mutual Insurance Company

Countersigned by

WC 00 0313 (Ed. 4-84)

Attachment 5-0

Offer Checklist

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

	DOCUMENT	SUBMITTED
1.	Attachment 1: Offer and Acceptance Form	YES D no
2.	Attachment 2-A: Experience and Capacity Questionnaire	YES Ono
3.	Attachment 2-8: Organization Profile	0 YES !KI no (1/,4
4.	Attachment 3-A: Method Proposal	YES D no
5.	Attachment 3-8: Key Personnel Proposal	tJyes D no
6.	Attachment 3-C: Proposed Subcontractors	YES D no
7.	Attachment 3-D: Performance Guarantee	DYES (X1 non/,,4,
8.	Attachment 3-E: Israel Boycott Disclosure	YES Ono
9.	Attachment 4: Pricing Sheet	[j!YES Ono
10	Attachment 5-A: Confidential Information Designation	lj)YES Ono
11.	Attachment 5-8: Conformance Statements	is6 YES Ono
12	Attachment 5-C: Insurance and Bonding Evidence	It]YES Ono
13.	Attachment 5-D: Offer Checklist	[jl_YES Ono

End of Attachment 5-D

SECTION 3-B: Offer Forms
Page 24of24



CITY OF FLAGSTAFF CONTRACT SUPPLEMENTARY JUSTIFICATION

☐ CONTRACT ALLOWANCE
☐ ADMINISTRATIVE CHANGE ORDER

PROJECT NO.	GG3278	PROJECT NAME	City Municipal (Court Facility	
FILE NO.	03-18007	PROJECT MANAGER	Christine Camer	on.	
CONTRACTOR / CONSULTANT	Aspen Communications,	LLC			
PROJECT DESCRIPTO	N .				
for the Municipal Cour customer service areas from City Hall to the ne	t and City Prosecutor's oper s. For essential function of the ew facility.	building located at 101 West tations, including court room e operations, fiber optic con	is, hearing rooms, in	-custody holding, and	
JUSTIFICATION FOR	USE & AMOUNT				
Contract	^ ^	Administrative Change			
Allowance Amount Justification	\$ 0	Order Amount	\$9,386.00 (10%)		
adjustments. Plan quai must be compensated necessary field changes can be brought before Committee and the Cit to the community during the compensation the compensation that the community during the compensation that the compensation tha	ntities are considered accurate for actual quantities of wor s. Without a change order a Council for consideration a y Manager will provide need	ccommodate unanticipated to but final quantities are mean k (MAG 102.3). Quantities outhority, project work may not approval. This authority ted flexibility in delivery of imfund allocation is returned to	asured during construction change because eed to be suspended hat is granted to the provements, minimi	uction. The contractor e of unknown and/or I until an agenda item e City's Change Order	
Contract		Administrative Change			
Allowance Amount	\$ 0	Order Amount	\$9,386.00 (10%)	
Justification Change Order Amount is 10% of the \$93,866.00 fee proposal from Aspen Communications LLC. Adequate funding is currently budgeted in the amount of \$17,242,427 for FY 2019-2020 and is anticipated to be budgeted in the amount of \$2,243,963 for FY 2020-2021. Project funding is in the Capital Project Fund, Account Number 408-09-426-3278-1. The budget accommodates design, construction, permitting, testing and inspection, and internal costs. APPROVALS					
7.1.7.1.0	٠. ٠				
Project Manager _	am	Ch	ristine Cameron	3.24.2020	
Program Manager	DORL	A/	Bret C. Petersen	3/24/20	
Section Head	Riday and	Pamel Ri	chard A. Barrett	3/24/20	
/ Division Head	Nuil All	λ	Daniel Folke	3/25/2020	

Signature

Date

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Matt Kakert, IT Administrator - Systems

Co-Submitter: CJ Perry

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

<u>Consideration and Approval of Contract:</u> Cooperative Purchase Contract with CenturyLink Communications for basic analog business access lines, integrated services digital network (ISDN), and point-to-point service channels in an amount not to exceed \$222,000.

STAFF RECOMMENDED ACTION:

- Approve a Cooperative Purchase Contract with CenturyLink Communications in an amount not to exceed \$222,000 over a period of five (5) years under the State of Arizona cooperative purchase contract ASPO15-088468;
- 2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the Cooperative Purchase Contract will allow for continued use of the CenturyLink Communications provided connections to City Hall and other properties.
- The above mentioned connections will allow services such as VOIP (phones) and fax lines to function
- This Cooperative Purchase Contract will incur a monthly cost of approximately \$3,700 over a 5-year period.

Financial Impact:

This Cooperative Purchase Contract has a total cost not to exceed \$222,000, in the form of monthly fees cost of approximately \$3,700, over a period of five (5) years, effective immediately. The charges from this Cooperative Purchase Contract are charged to various departments according to use.

Policy Impact:

No impact.

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

Provide Exceptional Service: Provide employees tools, training, and support.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

- 1. Approve the cost and terms of the proposed Cooperative Purchase Contract; or
- 2. Do not approve the cost and terms of the Cooperative Purchase Contract. The City will lose critical services provided to the community and the organization such as fax lines, fire alarms, and phones (VOIP).

Background/History:

The City of Flagstaff regularly utilizes State of Arizona cooperative purchase contracts to ensure the best pricing possible to keep services fiscally responsible. This Cooperative Purchase Contract was procured under the State of Arizona solicitation number ADSPO14-00004241.

Key Considerations:

This Cooperative Purchase Contract is similar to previous contracts with CenturyLink Communications that have expired, including, contracts AD3148, AD2145, AD3144.

Community Benefits and Considerations:

Approval of this Cooperative Purchase Contract will allow the community to continue to contact and interact with the organization via phone or fax communications and avoids interruption of service for certain lines utilized for fire alarm communications.

Community Involvement:

None.

Expanded Options and Alternatives:

Inform.

Attachments: CenturyLink Offer and Acceptance form from State

CenturyLink contract renewal costs 1 of 3
CenturyLink contract renewal costs 2 of 3
CenturyLink contract renewal costs 3 of 3

State of Arizona



Offer and Acceptance

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, Arizona 85007

-DocuSigned by:

Solicitation No:

ADSPO14-00004241

Description:

Carrier and Broadband Provider Service

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

			40 h BARIN
CenturyLink Communications, LLC FEI #04-6141739			AB7411BE5DA349C
	Company Name		Signature of Person Authorized to Sign Offer
930 15th Street			John Griffin on behalf of Richard Fernandez
	Address:		Printed Name
Denver	CO	80202	Director Offer Management
City:	State:	Zip:	Title
			Phone: 303-992-6940
Richard.Fernandez@centuryLink.com			700 570 0740
C	ontact Email Address		Fax: 720-578-2712

By signature in the Offer section above, the Offeror certifies:

- The submission of the Offer did not involve collusion or other anticompetitive practices.
- 2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41–1461 through 1465.
- 3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- 4. The Offeror certifies that the above referenced organization ___ IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

State	of	Α.	riz	^,	
State	OT	A	riz	or	12

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by

This Contract shall henceforth be referred to as Contract No. ADSPO15-088468 The effective date of the Contract is The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract

until Contractor receives purchase order, contact release document or written notice to proceed day of February 20 15

State of Arizona



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

TABLE OF CONTENTS	1
SCOPE OF WORK	2
SPECIAL TERMS AND CONDITIONS	17
UNIFORM TERMS AND CONDITIONS	31
EXHIBIT A, BACKHAUL BANDWIDTH FOR CENSUS DESIGNATED PLACES	38
EXHIBIT B, STATE OF ARIZONA WAN STRATEGY DIAGRAM	50



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

1. PURPOSE

The State desires to establish a Contract or Contract Set for Carrier and Broadband Provider Services as described herein. The State acknowledges that the telecommunication and broadband industries and its suppliers are changing rapidly and as such desires to allow flexibility to accommodate open-standards-based products and new technologies.

2. BACKGROUND

The State currently holds nine (9) contracts for Telecommunication Carrier Services. Within these contracts a customer is able to obtain carrier services through a limited technology base. It is the intent of the State to widen the technologies and related services that are available for purchase by all eligible State customers from both traditional telecommunication carriers as well as broadband service providers to better serve the State of Arizona as a whole.

This contract will be utilized by two specific customer bases:

Primary Customers: Defined as all State Agencies, Boards and Commissions. These customers are *required* to be compliant with AZNet standards. The executive branch of the State has outsourced the management of its telecommunications infrastructure from a fragmented agency-centric model to a new enterprise network. Under this structure the State government has consolidated the purchasing power of all Executive Branch Agencies. At the direction of the State, AZNet has aggregated executive branch purchasing across the State.

Other Customers: Defined as customers who have membership in the State Purchasing Cooperative (specifically, all Arizona political subdivisions including, counties, cities, school districts and special districts.) Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations or any other consortium of entities eligible to purchase under this contract.

3. OBJECTIVES

- 3.1 The objectives of this Solicitation are:
 - 3.1.1 <u>Standardized Carrier Services Descriptions</u>: To provide Carriers more detailed and standardized communication service product descriptions, purchasable within this contract. The intention is to make Provider offerings more directly comparable with regard to functionality and specification as well as price.
 - 3.1.2 <u>Encourage Broader Participation</u>: Encourage multiple Carriers and Broadband Providers to become contracted on a county-by-county basis so as to create robust and vital markets for multiple services throughout the State.
 - 3.1.3 <u>Harmonize with eRate:</u> Allow contracts for eRate eligible purchasing. Align terms and product offerings in accordance with USAC's terms and approved products.
 - 3.1.4 <u>Strategic Infrastructure Investments</u>: Encourage strategic investment by Carriers and Broadband Providers in building and expanding new high capacity (broadband) strategic infrastructure in Arizona counties and communities that currently have limited infrastructure capacity.

4. PRODUCT CATEGORIES

- 4.1 The following product categories are not exhaustive and are expected to evolve with emerging technologies and standards.
- 4.2 Standards and Quality of Service Guarantees.
 - 4.2.1 Current Standards and Standards Bodies: At a minimum, all product and service offerings listed below and within the Product Categories of Attachment II shall be compliant with applicable standards for the particular

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

purchased product or service as required by the following standards setting bodies: Telcordia, ITU, ANSI, IEEE, IETF, FCC, NIST, CableLabs, Metro Ethernet Forum, and IP MPLS Forum.

- 4.2.2 Quality of Service (QoS) Guarantees: Specific types of QoS guarantees that are required to be included as part of the purchase price of offered services as described in the 'Product Description' section of Attachment II, associated with each service category. These guarantees are further specified as appropriate on a product-by-product basis in Attachment II. However, at a minimum, the following types of QoS guarantees shall be required by Bidder for every service category with stated Service Level Agreements (SLAs) appropriate to the specific product.
 - Percentage of availability,
 - Time to respond reported trouble,
 - Time to repair reported trouble.
- 4.3 Desired Network Capabilities:
 - 4.3.1 Scalability: The ability to increase delivery of service in number and/or size within a reasonable timeframe.
 - 4.3.2 *Survivability*: The ability to continue to operate or quickly restore services in the face of unanticipated incidents, disasters, or catastrophes.
 - 4.3.3 *Redundancy*: Having one or more circuits/systems available to sustain the operation of the service in case of failure of the main circuits/systems.
 - 4.3.4 *Diversity*: Backbone network paths and infrastructure offered in such a way as to minimize the chance of a single point of failure.
- 4.4 <u>CATEGORY 1</u>: Dedicated Private Circuits and Networks (Leased Lines/Circuits, VPNs) requiring standards compliance.
 - 4.4.1 Including but not limited to the following types of service:
 - 4.4.1.1 Copper or Coaxial Analog Circuits:
 - 4.4.1.1.1 Two Wire (POTS telephone line for voice or fax use)
 - 4.4.1.1.2 Four wire (POTS telephone line for voice or fax use)
 - 4.4.1.1.3 T1 (Channel bank termination up to 24 POTS lines)
 - 4.4.1.1.4 T3 (Channel bank termination up to 72 POTS lines)
 - 4.4.1.2 Digital TDM Circuits (Copper, Coax, Microwave, and HFC Transport)
 - 4.4.1.2.1 DS0
 - 4.4.1.2.2 DS1 (Data Transport or PBX Trunks, [CAS, or ISDN-PRI]
 - 4.4.1.2.3 ISDN (BRI, PRI)
 - 4.4.1.2.4 DS3 (Data Transport)
 - 4.4.1.3 SONET Circuits (Optical Fiber, and/or Microwave Transport, and Fiber Terminal termination);
 - 4.4.1.3.1 OC1
 - 4.4.1.3.2 OC3
 - 4.4.1.3.3 OC12
 - 4.4.1.3.4 OC 24
 - 4.4.1.3.5 OC 48
 - 4.4.1.3.6 OC 192
 - 4.4.1.3.7 OC 768
 - 4.4.1.4 Virtual Private Circuits and Networks: may be transported over the following types of physical media: Copper pairs, Coax, Fiber, DWDM, Hybrid-Fiber/Coax (HFC), or Microwave and terminated



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

at the customer demarcation with the following types of access methods: 10/100/1000 Ethernet, Cable Modem, DSL Modem or Fiber Terminal.

- 4.4.1.4.1 Ethernet Virtual Connections (EVCs): Point-to-point, Hub and Spoke Service, Point to multi-point, Multi-point to Multi-point.
 - 4.4.1.4.1.1 Ethernet Private Line (EPL)
 - 4.4.1.4.1.2 Ethernet Virtual Private Line (EVPL)
 - 4.4.1.4.1.3 Ethernet Virtual LAN (E-LAN)
 - 4.4.1.4.1.4 Converged VoIP Services (Replicating Landline Voice Services over Metro Ethernet virtual networks and circuits and interoperable with the PSTN)
 - 4.4.1.4.1.5 Stand Alone VoIP Services over Metro Ethernet virtual circuits and E-LANs
 - 4.4.1.4.1.6 SIP Trunking over Metro Ethernet Virtual Circuits and E-LANs
- 4.4.1.4.2 MPLS-IP Virtual Network Services: Point-to-point, Hub and Spoke Service, Point to multi-point, Multi-point to Multi-point (Any-to-Any).
 - 4.4.1.4.2.1 MPLS Virtual Private Line Service (point-to-point)
 - 4.4.1.4.2.2 MPLS Virtual LAN service (multi-point to multi-point)
 - 4.4.1.4.2.3 Converged VoIP Services (Replicating Landline Voice Services over MPLS networks and services and interoperable with the PSTN)
 - 4.4.1.4.2.4 Stand Alone VoIP Services over MPLS virtual circuits and LANs
 - 4.4.1.4.2.5 SIP Trunking over MPLS Virtual Circuits and E-LANs
- 4.5 <u>CATEGORY 2</u>: Voice Grade Services; Business phone "lines" shall be flexible, affordable and reliable. Carriers and Providers shall also provide options for call features. Phone "lines" can be provided as landline or VoIP services.
 - 4.5.1 Basic telephone services: For Providers offering voice services, basic voice services shall include at a minimum: a "line" (Physical or Voice-over-Internet-Protocol (VoIP)) with an assigned telephone number and unlimited local calling with options for the following requested call features. Some of the features listed below, in section 4.5.3, must be enabled by the Provider; others may be enabled/disabled by the customer using Touch Tone commands, (Carrier provisioned or customer controlled). Local calling is defined as calls originating and terminating within a LATA or equivalent geographic boundary.
 - 4.5.2 Number portability: Number portability shall be supported by telephone service Providers; allowing assigned numbers to be imported from other providers at the time of service activation and exported to other providers at the time of service termination using industry standard practices.
 - 4.5.3 Basic telephone service optional features:
 - 4.5.3.1 Call Back or equivalent;
 - 4.5.3.2 Call Blocking or Selective Call Blocking;
 - 4.5.3.3 Call Forwarding (Busy; No Answer; Selective; To Multiple Lines, etc)
 - 4.5.3.4 Call Trace;
 - 4.5.3.5 Call Transfer;
 - 4.5.3.6 Call Waiting:
 - 4.5.3.7 Caller ID Name and Number;
 - 4.5.3.8 Distinctive Ringing Restricted Call Forwarding or equivalent;
 - 4.5.3.9 Feature Blocking:
 - 4.5.3.10 Line Hunting;
 - 4.5.3.11 Long Distance Blocking;
 - 4.5.3.12 Remote Access to Call Forwarding;
 - 4.5.3.13 Teleconferencing
 - 4.5.3.14 Three Way Calling;
 - 4.5.3.15 Voice Mail; and
 - 4.5.3.16 Other features that may not be listed above, or as emerge with technology.

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

- 4.5.4 Providers should also make available the following voice services:
 - 4.5.4.1 Customer specified Default Long Distance provider;
 - 4.5.4.2 Direct Inward Dialing Services (DID);
 - 4.5.4.3 Domestic Long Distance and Global Long Distance access;
 - 4.5.4.4 Foreign Exchange (FX) Services;
 - 4.5.4.5 PBX ALI (Private Branch Exchange Automatic Location Identification); This is specific to a multiline telephone system (MLTS);
 - 4.5.4.6 Teleconferencing Bridge Services (Audio Conferencing); and
 - 4.5.4.7 Toll Free Services.
- 4.6 <u>CATEGORY 3</u>: WiFi Services. WiFi Access Services are eligible for purchase when the WiFi Access Points terminating the service at the customer premises are bundled with the Carrier or Broadband Provider's network access service for a private line or other network service. For such WiFi services the WiFi Access Points (and any required traffic aggregating routers located at the customer premises) shall be considered to be on the providers side of the provider's demark. The Provider of WiFi Access Service shall be responsible for all configuration and management of any equipment bundled with the service and necessary for its operation.

Primary Customers who may purchase WiFi Access Services shall require the Provider to support a user log-in splash screen capability and to comply with all other State Security Policies in the implementation of the service. The State of Arizona has adopted National Institute Standards and Technology (NIST) standards for security. The State of Arizona Security Policies will be available after contract award. Additionally, WiFi Access Services shall not be configured to connect directly to the State network. It is recommended that Other Customers who may order this service require the Provider to follow the same security guidelines as AZNet.

Please note: Specifically *not* eligible under *this* contract is the purchase, installation, or operation of any WiFi equipment by the customer.

- 4.6.1 WiFi Access Services:
 - 4.6.1.1 Single 802.11a/g/n Access Point with 6 to 30 Mpbs access connection;
 - 4.6.1.2 Single 802.11a/g/n/ac Access Point with 10 to 500 Mbps access connection;
 - 4.6.1.3 Multiple 802.11a/g/n Access Points routed to a single access connection supporting up to 30 Mbps per Access Point:
 - 4.6.1.4 Multiple 802.11a/g/n/ac Access Points routed to a single access connection supporting up to 500 Mbps per Access Point; and
 - 4.6.1.5 Other services that may not be listed above, or as emerge with technology.
- 4.7 <u>CATEGORY 4</u>: Internet Access Services. These services may be bundled with transport or access services or provided separately for transport over private circuits and networks, or over Provider operated networks. Internet Access Services may also be bundled with Provider managed router services.
 - 4.7.1 Feature functionality:
 - 4.7.1.1 Symmetric
 - 4.7.1.2 Asymmetric
 - 4.7.1.3 Border Gateway Protocol (BGP)
 - 4.7.1.4 Open Shortest Path First (OPSPF)
 - 4.7.1.5 DNS Services
 - 4.7.1.6 Carrier DHCP Addressing
 - 4.7.1.7 Static IP Address
 - 4.7.1.8 Private IP Address
 - 4.7.1.9 Other features that may not be listed above, or as emerge with technology.
 - 4.7.2 Providers may also make available the following Internet Security Services which may be bundled with Internet Access services or sold separately:

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

- 4.7.2.1 Next Generation Firewall Services:
- 4.7.2.2 Distributed Denial of Service Prevention (DDoS):
- 4.7.2.3 Data Loss Prevention (DLP);
- 4.7.2.4 Web Proxy Filtering;
- 4.7.2.5 Content Filtering;
- 4.7.2.6 Other Security Services that may not be listed above, or as emerge with technology.

4.8 CATEGORY 5: Fiber Services.

Fiber Services can be provided as:

- 4.8.1 Leased dedicated conduits or mirco-ducts within conduits (through which a customer can install and operate their own fiber and provide their electronics);
- 4.8.2 Leased "Dark" Dedicated Fiber Cable (point-to-point or ring configuration, Fiber Optic Distribution Unit (FODU) demarcation, customer provides electronics);
- 4.8.3 Leased "Dark" Fiber Strand Pairs on shared fiber cable (point-to-point or ring configuration, FODU demarcation, customer provides electronics);
- 4.8.4 Leased Dense Wavelength Division Multiplexing (DWDM) wavelength(s) on shared fiber pairs (point-to-point or ring configuration, Optical FODU Demarcation, Customers provides electronics); and
- 4.9 Excluded Products and Services: The following products and services shall be excluded from a resultant Contract:
 - 4.9.1 Building Wiring System (BWS, cabling and connection devices beyond the telecommunications demarcation);
 - 4.9.2 Mobile radio related products;
 - 4.9.3 Wireless Mobility Services (specifically, cell phone carrier services)
 - 4.9.4 Hardware and software for build-out of Buyer's campus networks (CPE); and
 - 4.9.5 9-1-1 Services;
 - 4.9.6 Integration Services; and
 - 4.9.7 All other products and services not specified herein.

5. EXPANDING GEOGRAPHIC AVAILABILITY FOR TARIFFED AND NON-TARIFFED CARRIER TELECOMMUNICATION SERVICES

5.1 Geographic availability of ILEC and CLEC telecommunication services may change for an ILEC or CLEC during the life of a resultant contract. As such, under a resultant Contract is limited to the areas included herein. Based on technological advances and/or expanded capabilities and infrastructure, the Contractor may add supplemental Geographic Areas to the Contract as new ILEC or CLEC service territories and/or service capabilities become available. The addition of new Geographic Areas under the Contract shall be the State's discretion.

6. BROADBAND EXPANSION PROVISION

The state seeks to encourage the building and expansion of new broadband infrastructure by encouraging Providers to work aggressively and strategically with communities and anchor institutions in those communities in underserved areas of the State to coordinate the aggregation of demand and the coordinated purchase of new and expanded high capacity broadband services especially in underserved rural communities and counties in the state.

- 6.1 To encourage provider investment in, and implementation of such new infrastructure, the State will consider the following within a resultant contract:
 - 6.1.1 <u>Special Terms:</u> When services are purchased in connection with new infrastructure expansion by Carriers and/or Broadband Providers, Special Terms and Conditions can be considered for approval, as follows:

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

6.1.1.1 <u>Longer-Term Contracts</u>. After the initial 5 years base the contract can be extended for one (1) three (3) year term. At the expiration of that three (3) year term, the contract can be extended a final time for two (2) additional years, making the max life of a resultant contract 10 years.

- 6.1.1.2 <u>Longer-Term Service Contracts.</u> If a Carrier or Provider wishes to seek special terms for a Longer-Term Service Contract (greater than five (5) years) with a customer, to justify investment in new infrastructure expansion, they shall submit a business case to the State Procurement Office for review and possible acceptance.
- 6.1.1.3 <u>Early-Termination Terms.</u> If a Carrier or Provider wishes to seek special terms for early-termination, a business case shall be submitted to the State Procurement Office for review and possible acceptance.
- 6.1.2 Non-Recurring Costs (NRC). NRC of new infrastructure construction can be amortized over the term of a service order by the allowance for an increase monthly recurring costs (MRC) for provided services beyond the awarded price for service(s) that may utilize such new infrastructure. This amortization can be for all or a portion of the term of those specific contracted services provided that the total cost shall not increase beyond the sum of the regular bid price and the quoted NRC.
 - 6.1.2.1 The State considers that providing broadband capacity, requiring new infrastructure construction, to a community shall be defined as having at least one Provider Point of Presence within a Census Designated Place or a geographic Cluster of Census Designated Places having 4,000 or more households, connected with fiber-optic or microwave back-haul transport capacity equal to or greater than 1 Mbps per household to a Point of Presence in a metropolitan area. If a Census Designated Place with a population less than 4,000 households is to be considered as served with broadband capacity the minimum connection capacity between at least one Point of Presence in the community and a Point of Presence in metropolitan areas shall be 1 Gbps. Exhibit A lists all the recommended Backhaul Bandwidth for Census Designated Places and logical Clusters of Places.
- 6.1.3 <u>Consortia / Group Buying</u>. Eligible 'Other Customers', as defined in Section 2, Background, are allowed to create new consortia with or without the participation of Primary Customers, also defined in Section 2, Background, to increase their buying power for services and to enhance the likelihood of new infrastructure investments being made by Carriers and Broadband Providers.
 - 6.1.3.1 Billing of Consortium Projects. If Carriers or Broadband Providers accept an order from a consortium that has more than one customer (example: a school district, a city, a county, a fire district, and a non-profit) the Carrier or Broadband Provider must agree to bill every member of the consortium separately for each of their agreed portion of the cost.
- 6.2 To be considered for an award within the broadband expansion provision of a resultant contract the Offeror shall follow the specific instructions on how to respond to this section stated with Attachment I, Offeror Questionnaire.
- 6.3 <u>Pricing.</u> If a Carrier or Broadband Provider can provide a services within a County only after committing to the construction of new Infrastructure in that County that would enable the delivery of said services the Carrier or Broadband Provider may request the negotiation of special terms and conditions for services that would utilize the new infrastructure in that County to justify their investment. In these cases the State acknowledges that pricing shall be negotiated.
- 6.4 Additional Expansion Proposals. If an infrastructure expansion opportunity arises in an area that was not originally identified to the State through the initial RFP process, the Contractor may submit a proposal to the State for review to be considered for the additional terms listed in 6.1.1.

7. SERVICE LEVEL GUARANTEES

7.1 Service Level Agreements (SLAs)

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

- 7.1.1 SLAs are required when establishing service for applicable products.
- 7.1.2 The customer shall negotiate SLAs directly with the carriers and providers when establishing requested service.
 - 7.1.2.1 Once negotiated, the SLA shall be submitted the State Procurement Office for review and approval against the Terms and Conditions of a resultant contract.
- 7.1.3 Costs associated with more stringent guarantees then outlined below in section 7.2 may be added to a quote as a service premium.
 - 7.1.3.1 The fixed rate MRC shall not be changed to reflect the premium associated with the SLAs rather it should be it's own monthly line item.
- 7.1.4 Carriers and Providers are required to monitor and report to customers monthly for agreed to Service Level Agreements performance and nonperformance.
- 7.2 Minimum Guarantees:
 - 7.2.1 Restore and Response defined:
 - 7.2.1.1 Restore Means a 'full service restoration'.
 - 7.2.1.2 Response Means having a physical presence onsite.
 - 7.2.2 Metro Areas defined:
 - 7.2.2.1 Phoenix Metro, 50 mile radius of the Capital Mall circle
 - 7.2.2.2 Tucson Metro, 50 mile radius of the University of Arizona
 - 7.2.2.3 Yuma Metro, 25 mile radius of the Yuma County Court House
 - 7.2.2.4 Flagstaff Metro, 25 mile radius of Coconino County Court House
 - 7.2.2.5 Prescott Metro, 25 mile radius of Yavapai County Court House
 - 7.2.3 Restore and Response times:
 - 7.2.3.1 Metro Areas:
 - 7.2.3.1.1 Specific sites to be provided after contract award.
 - 7.2.3.1.1.1 Full restoration shall be completed within two (2) hours.
 - 7.2.3.2 Rural Areas:
 - 7.2.3.2.1 Specific sites to be provided after contract award.
 - 7.2.3.2.1.1 Full restoration shall be completed within four (4) hours.
 - 7.2.3.3 If full restoration cannot be achieved within the above stated time frames, the customer shall be notified immediately upon discovery of such event that hinders restoration.

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

7.2.3.3.1 Every hour that service has not been restored the carrier or provider shall be responsible for updating the customer of status on the restoration project.

7.2.4 Restore and Response penalties:

7.2.4.1 If Full Service Restoration is not completed the Contractor shall be liable for 1/720 of the MRC for each hour after the allowable response time has been exhausted. This will be seen in the form of a credit against the billed amount at the end of the month.

An "Outage" is an interruption in Service or use of the Equipment caused by a failure of the Contractor's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside of the Contractor's direct control.

- 7.2.4.2 If full restoration has not been completed within double the allowed time the customer will have the right to terminate services with that Carrier with no penalty.
 - 7.2.4.2.1 Customer, at its discretion, can allow an exception to this within their negotiated SLA, based on agreed to terms by both parties, for allowances such as, but not limited to, force majeure.

7.2.5 Restore and Response tracking:

- 7.2.5.1 The two (2) or four (4) hour window shall start when the customer (AZNet, for the primary customer) calls the carrier directly and opens a repair ticket.
- 7.2.5.2 Once the service has been fully restored, the carrier shall call the customer and notify of completion.
- 7.2.5.3 Once notified the customer shall confirm that service has been fully restored before the carrier closes the open repair ticket. Once this confirmation has been completed the window for restoration shall be closed and calculated for any applicable penalties.
 - 7.2.5.3.1 If the carrier or provider closes the repair ticket before confirmation has been provided by the customer and is required to open a new ticket, the restoration and response time shall not be restarted, rather merged with the original outage notification.

8. PROCESS FOR ESTABLISHING SERVICES:

- 8.1 Establishing Service for State Agencies, Boards and Commissions exclusively, please reference Exhibit B for the State of Arizona WAN Strategy Diagram:
 - 8.1.1 Quote Process. The most current version of 10.5 AZNet II RFI Carrier Order Process Guide can be found at https://aset.az.gov/aznet-ii-arizona-network.
 - 8.1.1.1 Customer is required to open a Request for Information (RFI) ticket for requested Carrier products and services.
 - 8.1.1.1.1 Within this request the Customer shall provide the 'AZ Service ID' found within Attachment II, Pricing Structure.
 - 8.1.1.2 All Contractors awarded in geographical location are notified of an opportunity to provide a quote for requested products and services based on contract category.
 - 8.1.1.3 Site Assessments:

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

- 8.1.1.3.1 Contractor will be notified at the time they are given the opportunity to quote that a site assessment is requested.
- 8.1.1.3.2 Site assessments shall be provided at no charge.
- 8.1.1.3.3 Contractor is able to waive the opportunity to walk the premises and still provide a quote, however, the quote shall not be revised if the Contractor waived their right to walk the site.
- 8.1.1.4 Providing the Quote:
 - 8.1.1.4.1 Quote shall be in compliance with the Quote form provided by ASET-EIC.
 - 8.1.1.4.2 NRC's quotes shall be firm fixed, ranges shall not be accepted.
 - 8.1.1.4.3 MRC quotes shall be firm fixed.
 - 8.1.1.4.4 Contractor(s) are required to submit the resulting quote to <u>ASET_EIC_Carrier@azdoa.gov</u> by the requested due date and time of the original RFI.
 - 8.1.1.4.5 Late quotes shall not be accepted.
- 8.1.1.5 ASET-EIC compiles received quotes and sends them to the requesting customer for evaluation.
- 8.1.2 Ordering Process. The most current version of 10.6 AZNet II MAC Project Carrier Order Process Guide can be found at https://aset.az.gov/aznet-ii-arizona-network.
 - 8.1.2.1 Customer reviews quote(s) provided to them by ASET-EIC. 8.1.2.1.1 Decision shall be based on the results of the RFI.
 - 8.1.2.2 Customer opens a new move, add, change (MAC) ticket.
 - 8.1.2.3 AZNet sends the order to the Selected Carrier.
 - 8.1.2.4 Carrier sends e-mail confirmation to AZNet within 24 hours of receipt of the order.
 - 8.1.2.5 Depending on the product ordered the Carrier sends and e-mail to AZNet with applicable supporting information as follows:
 - 8.1.2.5.1 Circuit Number;
 - 8.1.2.5.2 Carrier Order Number; and
 - 8.1.2.5.3 Due Date.
 - 8.1.2.6 AZNet provides the supporting information to the AZNet Engineers and requesting Customer.
 - 8.1.2.7 Carrier confirms that the product has been installed.
 - 8.1.2.8 AZNet verifies with the AZNet Engineer and Customer that product was installed in compliance with the agreed upon project specifications.
- 8.2 Establishing Service for 'Other Customers':

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

As Eligible 'Other Customers' these customers are not required to follow the State of Arizona ASET requirements, nor are their networks and infrastructures managed by the State ASET department. As such, the customers may require the Contractor to assist in Order preparation by providing necessary product and services descriptions, operating parameters, and interface information. Contractor shall provide this assistance at no additional cost to the Customer.

8.2.1 Quote Process. Customers may request quotes for the specific products and/or services available under the Contract, through the issuance of a Contract Quote or Purchase Quote (Quote Request) to the Contractor. Quote Requests shall cite the Contract number and shall be limited to those products and/or services available under the Contract only.

Extra-contractual Products and Services Prohibited. Any attempt to use a Quote Request and/or any response thereto, to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State, inclusive of but not limited to Contract termination for default, suspension and/or debarment of the Contractor.

- 8.2.1.1 Quote Request Form. Quote shall include, at a minimum, the following information:
 - 8.2.1.1.1 Date the quote was requested;
 - 8.2.1.1.2 Quote Number:
 - 8.2.1.1.3 E-Rate SPIN number, if requested;
 - 8.2.1.1.4 Customer information, to the individual department, division or office as applicable;
 - 8.2.1.1.5 Customer contact person;
 - 8.2.1.1.6 Term of the Service, including Service start date, expiration date if applicable, and installation date if applicable;
 - 8.2.1.1.7 Total cost to the Customer; and
 - 8.2.1.1.8 A list or description specifying the quantity, type and special options and/or provisions of the Service to be provided.

8.2.2 Ordering Process.

- 8.2.2.1 Purchase Order Issued. Purchase Orders shall be in accordance with the requirements set forth herein.
- 8.2.2.2 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.
- 8.2.2.3 Order Acceptance. Contractor shall acknowledge acceptance of all Orders. Contractor shall notify the Customer, in writing or electronically, within five (5) days of Order receipt. Orders that are not accepted and not specifically rejected by the Contractor within the five (5) days shall be considered accepted. Customers may accept verbal order acceptance when time and circumstances require. Order acceptance shall include the reservation of all elements necessary to deploy the ordered and accepted products and services.
- 8.2.2.4 Order Notification. Contractor shall, prior to the Order start date, notify Customer, in written or electronically, information pertaining to the installation of the Order's products and services.
- 8.2.2.5 Order Implementation. Contractor shall be responsible for and shall minimize the impact of any transition between the Customer's incumbent service providers and the Contractor. Contractor shall inform the Customer of all Customer responsibilities throughout service implementation. In general, Order implementation shall not exceed ninety (90) days but shorter or longer timeframes may be negotiated between the Customer and the Contractor on a case by case basis. Contractor shall be responsible for all billing variations incurred during an unsuccessful service implementation. For



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

example, new rates are not applied correctly or telephone numbers are not recognized in database, etc.

8.3 Additional Provisions regarding Service Establishment for both Primary and Other customers:

8.3.1 Major Service Implementations:

- 8.3.1.1 Inspection of all Major Services Implementations. A Major Services Implementation is defined as any Customers with ten (10) or more locations and / or ten (10) or more PVC's. Customer may appoint an Inspector(s) from time to time to serve as Customer's representative during, installation, testing, cutover, operation and maintenance of the Services (and its billing) and shall advise Contractor of same. Such inspection may extend to any part of the installation or operation of the Services. The Inspector shall not be permitted to modify in any way the provisions of the Contract, nor to delay the work by failing to complete the inspection with reasonable promptness. The Inspector shall not interfere with the Contractor's management of the work. Instructions given by the Inspector shall be respected and responded to by Contractor. Whenever required by the Inspector, Contractor shall furnish without additional charge, all tools, test equipment, and labor necessary to make an examination of the work completed or in progress or test the quality of the Services. If the Services, including its installation and operation, is found to be not in compliance with the Specifications, Contractor shall bear all expenses of such examination and of satisfactory correction of the deficiencies. After all Service installation and testing activities are completed, and upon delivery of all required Service and testing documentation, Final Services Acceptance (FCA) shall be executed.
- 8.3.1.2 Acceptance Testing of all Major Services Implementation. Upon notification of completion of Contractor testing, Customer shall commence its Acceptance Testing Period of 30 calendar days for compliance with Services performance requirements. In the event of apparent failure to meet any performance requirements or standards during any Acceptance Testing Period, it is not required that one 30-day period expire in order for another Acceptance Testing Period to begin. Furthermore, if, during any Acceptance Testing Period, Customer identifies Service Affecting deficiencies, it shall be at Customer's option if another 30-day Acceptance Testing Period is required after Contractor satisfactorily corrects such deficiencies. Customer's standard of performance shall be met when the Services operates in conformance with the SLA requirements during its operational-use-time for a period of 30 consecutive calendar days from the commencement date of the Performance Period. If Customer identifies Service Affecting deficiencies, during the Performance Period, Customer shall promptly notify Contractor in writing of such deficiencies. Contractor shall correct these deficiencies in a timely and satisfactory manner and shall notify Customer in writing when deficiencies are corrected. Customer shall make every effort to assist Contractor in the resolution of all deficiencies but the responsibility ultimately resides with Contractor. Promptly upon successful completion of the Performance Period, Customer may notify Contractor in writing that the Performance Period is now complete. Contractor's receipt of Customer's letter shall prompt the execution of the Final Services Acceptance Document. If the Performance Period Acceptance Testing is not completed within 90 calendar days of the Contractor's CSO Initiation date, Customer shall have the option of terminating the CSO, without penalty or of authorizing Contractor in writing of an extension of the Performance Period deadline. Customer's option to terminate the CSO shall remain in effect until such time as successful completion of the service performance requirements is attained.
- 8.3.2 Order Modifications and Cancellations:
 - 8.3.2.1 Modifications or Cancellations **prior to** Order Acceptance:

Customer may, at any time prior to Order acceptance, modify or cancel the Order, in whole, or in part. Customer shall have no liability for making such modifications or cancellations.

8.3.2.2 Modifications or Cancellations <u>after</u> Order Acceptance:

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

Customer may modify or cancel an Order after Order acceptance. Contractors may modify Orders as authorized by the Customer. Modifications or cancellations shall be executed in writing or electronically. Any unauthorized modification or cancellation by Contractor shall constitute a material breach of the Contract and, at the Customer's option, cause the Order to be void. Customer liability for modifications or cancellation made after Oder acceptance shall be limited to the full cost of all non-recoverable expenses, including any special construction charges, caused by the modification, not to exceed the non-recurring costs for products and services in the Order. Customers may cancel an Order due to Contractor's failure to perform in accordance with the Order notification, and/or the service level agreements contained in the Contract. Cancellation for Contractor default shall limit Customer liability to the reoccurring and non-reoccurring costs already accepted and in use by Customer.

9. CONTRACT MANAGEMENT:

- 9.1 <u>Performance Management.</u> Contractor shall cooperate with the Procurement Officer in the administration of the Contract, to review performance indicators, to identify performance issues before, or promptly after, a problem occurs, and to address and resolve performance problems in a timely and responsible manner.
 - 9.1.1 <u>Annual and Semi-annual Meetings.</u> Contractor shall, at least once annually and more frequently as required by the State, meet with the Procurement Officer and/or members of delegated representatives of the State's ASET-EIC department, to review Contractor performance against the terms, conditions and requirements of the Contract.
 - 9.1.2 <u>Issue and Problem Resolution.</u> When an issue or problem requires notice and mitigation steps by the parties, the State and Contractor shall follow the same Dispute Resolution process as set forth herein. Depending on the severity of the issue or problem, the State may at its discretion, bypass the Dispute Resolution process herein and precede directly to the Remedies provisions of the Contract.
 - 9.1.3 <u>Responsibility Documentation.</u> Contractor's past performance is a standard determinant of Offeror Responsibility in the award of Arizona State Contracts. Contractor performance, as documented in the Contract File, may positively or negatively effect future proposals submitted in response to solicitations conducted by the State of Arizona, its agencies, boards or commissions, as well as members of the State Purchasing Cooperative.

9.2 Broadband Expansion Management.

- 9.2.1 <u>Annual and Semi-annual Meetings.</u> Contractor shall, at least once annually and more frequently as required by the State, meet with the Procurement Officer and/or members of delegated representatives of the State's ASET-Broadband department, to review Contractor performance against the terms, conditions and requirements of the Contract. Reviewing progress on plans of expansion originally submitted.
- 9.2.2 <u>Service Maps</u>. Contractors shall provide maps of their current and planned broadband infrastructure in KMZ or an equivalent digital format for counties in which they intend to offer services under this contract, such maps need to include physical layer fiber routes, including long haul, middle mile and last mile segments; points-of-presence, interconnection/peering points, central offices, and data centers; other access points such as: manholes, splice points, etc. Direct information with regard to served customers need not be included. These maps are to be updated on a semi-annual basis and submitted to the State Procurement Office.
- 9.2.3 <u>Issue and Problem Resolution.</u> When an issue or problem requires notice and mitigation steps by the parties, the State and Contractor shall follow the same Dispute Resolution process as set forth herein. Depending on the severity of the issue or problem, the State may at its discretion, bypass the Dispute Resolution process herein and precede directly to the Remedies provisions of the Contract.

10. E-RATE COMPLIANCE



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

In order to provide the services listed within an awarded contract to E-Rate eligible entities a Carrier or Provider shall obtain a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company as part of their response to this solicitation. Failure to do so will result in a Carrier or Provider being excluded from bidding services to said eligible entities.

If a provider chooses not to obtain a SPIN they will not be disqualified from consideration for this reason alone.

10.1 The originating FCC Form 470 number for this RFP is 426480001240887.

As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

a. 47 CFR § 54.500(f)

Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services.)

b. 47 CFR § 54.511(b)

Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. *Note: Applicants can choose their method of invoicing; service providers cannot force applicants to use a particular method.*

11. PRICING STRUCTURE

Providers shall only charge the pricing found within 'Attachment II, Pricing Structure', which shall be firm fixed pricing.

Providers are required to provide pricing as lowest corresponding price, which is defined as the lowest price that a service provider charges to non-residential customers, such as, schools, libraries, consortiums, and businesses who are similarly situated customers for similar services. "Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers.

11.1 Category 1, Dedicated Private Circuits and Networks:

- 11.1.1 Pricing Structure: Prices for Private (physical and virtual) circuit and network services shall be based on the service access medium and capacity, the provisioned bandwidth for the access connection, and the guaranteed QoS parameters of the service. The following are examples of allowed pricing elements:
 - 11.1.1.1 Non-Recurring Costs (NRC) for installing and activating the service at a specific location;
 - 11.1.1.2 'Extension' NRC for extending the provider's transport medium to an off-net location;
 - 11.1.1.3 Monthly lease for Demarcation equipment if not provided by customer unless the description in Attachment II for a particular Type Of Service requires that any equipment associated with the service be bundled with the service and the cost to be included in the Monthly Recurring Cost (MRC):
 - 11.1.1.4 Monthly Recurring Costs (MRC) for service at specified data rates with any required bundled equipment cost; and
 - 11.1.1.5 MRC for any specific service level commitments not described in the product bid lists.

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

- 11.2 Category 2, Voice Grade Services:
 - 11.2.1 Non-Recurring Costs (NRC) for installing and activating the service at a specific location;
 - 11.2.1.1 Monthly Recurring Charge (MRC) for Voice Package:
 - 11.2.1.1.1 Base voice service includes a local "line" with assigned local number and unlimited local calling.
 - 11.2.1.1.2 Call feature packages including call features as selected by the Customer:
 - 11.2.1.1.2.1 Base voice service with 1 include Call Feature;
 - 11.2.1.1.2.2 Base voice service with bundled package of up to 5 Call Features;
 - 11.2.1.1.2.3 Base voice service with bundled package of up to 10 Call Features; and
 - 11.2.1.1.2.4 Base voice service with bundled package of 11 or more Call Features.
 - 11.2.1.2 Long Distance Services:
 - 11.2.1.2.1 Domestic: U.S. Long Distance rates shall be quotes as ICB on the following billing alternatives:
 - 11.2.1.2.1.1 Flat Rate; and
 - 11.2.1.2.1.2 Usage Based by 1/10th minute increments starting with called party answer.
 - 11.2.1.2.2 Global: International Long Distance rates shall be quoted as ICB based on a country list provided by the Customer. Billing shall be based on the following alternatives:
 - 11.2.1.2.2.1 Flat Rate by called country.; and
 - 11.2.1.2.2.2 Usage Based by country called per 1/10th minute increments starting with called party answer.
 - 11.2.1.3 'Extension' NRC for extending the provider's transport medium to an off-net location.
- 11.3 Category 3, WiFi Access Services:
 - 11.3.1 Pricing for WiFi Access Services shall be based on, the provisioned bandwidth for the access connection, and the guaranteed QoS parameters of the service specified in the bid list. The following are examples of allowed pricing elements:
 - 11.3.1.1 Non-Recurring Costs (NRC) for installing and activating the service per access point installed at a specific location;
 - 11.3.1.2 'Extension' NRC for extending the provider's transport medium to an off-net location;
 - 11.3.1.3 Monthly Recurring Costs (MRC) for transport service at specified data rates (including bundled Access Point(s) and any managed routers); and
 - 11.3.1.4 MRC for any specific service level commitments not described in the product bid lists.
- 11.4 Category 4, Internet Access Services:
 - 11.4.1 Pricing for Internet Access Services shall be based on the service access medium and capacity, the provisioned bandwidth for the access connection, and the guaranteed QoS parameters of the service. The following are examples of allowed pricing elements:
 - 11.4.1.1 Non-Recurring Costs (NRC) for installing and activating the service at a specific location;
 - 11.4.1.2 'Extension' NRC for extending the provider's transport medium to an off-net location;



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Carrier and Broadband Provider Services

11.4.1.3 Monthly cost for Demarcation equipment (such as cable modem, DSL modem, fiber termination panel, etc.) if not bundled with the service and included with the MRC. or if not provided by customer; and

11.4.1.4 Monthly Recurring Costs (MRC) for guarantee service at specified data rates and QoS/CoS levels.

11.5 Category 5, Fiber services:

- 11.5.1 Pricing for Fiber Services shall be based on the capacity, distance of the circuit, and Guaranteed Availability and Service Restoration commitments, as well as any bundled electronics on the Provider side of the demarcation. Examples of allowable charges are:
 - 11.5.1.1 Non-Recurring Costs (NRC) for installing and activating the service at specific locations;
 - 11.5.1.2 'Extension' NRC for extending the provider's transport medium to an off-net location;
 - 11.5.1.3 Monthly lease for Demarcation equipment (such as fiber termination panel, FODUs etc.) if not bundled with the service and included with the MRC, or if not provided by customer; and
 - 11.5.1.4 Monthly Recurring Costs (MRC) for guarantee service at specified data rates and QoS/CoS levels

11.6 E-Rate Eligible Entities:

11.6.1 Specific only to E-Rate Eligible Entities, a Contractor may be required to quote the bundled rate pricing proposed within Attachment II, Pricing Structure, as a 'de-bundled' set of services separating Internet Access and transport services from managed router(s) and WiFi router service. If required to 'de-bundle' the pricing, the quoted price shall not exceed the pricing of the bundled rate proposed within Attachment II, pricing structure for the WiFi Access Service in question.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

1. TERM OF CONTRACT

The contract shall begin on <u>July 1, 2015</u> and shall continue for a term of five (5) years, unless terminated in accordance to the terms of this contract.

2. CONTRACT TYPE (AS NEEDED)

The contract shall be on an as needed, if needed basis at Firm Fixed Price rates.

3. NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

4. ELIGIBLE AGENCIES (Statewide)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statues § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

5. ESTIMATED QUANTITIES (CONSIDERABLE)

The State anticipates considerable activity resulting from contract(s) that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

6. ADMINISTRATIVE FEE / USAGE REPORTS

6.1 Method Method of Assessment. At the completion of each quarter, the Contractor reviews all sales under their contract in preparation for submission of their Usage Report. The Contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: https://spo.az.gov/state-purchasing-cooperative. At its option, the State may expand or narrow the applicability of this fee.

For this contract only, the State of Arizona will not assess the 1% administrative fee to Contractors for E-Rate eligible purchases. E-Rate eligible purchases can be made by eligible recipients per 47 CFR §54.501. To determine if a customer is an eligible recipient the Contractor shall refer to the following web address: http://usac.org/sl/applicants/beforeyoubegin/definitions.aspx

The Contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- o Total sales receipts from State agencies, boards and commissions;
- o Total sales receipts from members of the State Purchasing Cooperative; and
- o Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.
- 6.2 <u>Submission of Reports and Fees.</u> Within thirty (30) days following the end of the quarter, the Contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at https://spo.az.gov/statewide-contracts-administrative-fee.

6.2.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September

FY Q2, October through December

FY Q3, January through March

FY Q4, April through June

Due October 31

Due January 31

Due by April 30

Due by July 31

- 6.2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov
- 6.2.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202

Phoenix, AZ 85007

- 6.3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 6.4 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

7. LICENSES

The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the Contractor.

8. SUBCONTRACTORS

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval, by way of bilateral contract amendment, of the State Procurement Office. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. The Subcontractor's most current certificate of insurance shall be provided at this time as well. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

Wholesale/Inter-carrier Agreements shall not be considered as subcontractor relationships that need to be disclosed or approved by the State Procurement Office.

9. PERFORMANCE BOND

The Contractor shall be required to furnish an irrevocable security in the amount of \$1,000,000 payable to the State of Arizona, binding the Contractor to provide faithful performance of the contract. This shall be provided on an annual basis at the time of contract's annual anniversary.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the State Procurement Office within ten (10) calendar days from contract start date as defined in the Special Terms and Conditions Section 1. If the Contractor fails to execute the security document, as required, the Contractor may be found in default and contract terminated by the State. In case of default, the state reserves all rights to recover as provided by law.

10. NEW EQUPIMENT

All equipment, materials, parts and other components incorporated in the work or an item covered by this Contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this Contract shall be performed in a skilled and workmanlike manner.

11. EMERGING TECHNOLOGIES

The telecommunication and broadband industries are changing rapidly and the types of services, technology, methods of deployment, and providers of product and services will likely change during the term of this Contract. The State seeks to ensure that Contracts can meet the shifting needs caused by these changes. If new services within the existing categories are identified the State at its option can add those new services within Attachment II via a bilateral contract amendment.

12. BROADBAND EXPANSION PROVISION

Contractors who are awarded the opportunity to provide new infrastructure expansion are eligible to receive consideration for the following additional terms:

- 12.1 <u>Longer-Term Contracts</u>. After the initial 5 years base the contract can be extended for one (1) three (3) year term. At the expiration of that three (3) year term, the contract can be extended a final time for two (2) additional years, making the max life of a resultant contract 10 years.
- 12.2 <u>Longer-Term Service Contracts.</u> If a Carrier or Provider wishes to seek special terms for a Longer-Term Service Contract (greater than five (5) years) with a customer, to justify investment in new infrastructure expansion, they shall submit a business case to the State Procurement Office for review and possible acceptance.
- 12.3 <u>Early-Termination Terms.</u> If a Carrier or Provider wishes to seek special terms for early-termination, a business case shall be submitted to the State Procurement Office for review and possible acceptance.

13. BRAND NAME

References made to items, identified by trade name, are intended to show kind and quality of products desired and is not intended to be restrictive or limit competition. The use of brand names or manufacturer's catalog references shall be constructed as quality level, method and type of performance and does not indicate that item cited is mandatory. The State reserves the right to determine what products are considered like or equal. Products substantially equivalent to those designated shall qualify for consideration.

14. WARRANTY

- 14.1 <u>Liens</u>. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.
- 14.2 <u>Quality</u>. Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by the State, the Materials shall be:
 - Of a quality to pass without objection in the trade under the Contract description;
 - Fit for the intended purposes for which the Materials are used;
 - Conform to the written promises or affirmations of fact made by the Contractor; and
 - Fully compatible with the State's computer hardware and software environment.



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

14.3 <u>Fitness.</u> The Contractor warrants that any Materials supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

- 14.4 <u>Inspection/Testing</u>. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 14.5 <u>Compliance with Applicable Laws</u>. The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contactor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

15. AUTHORIZATION FOR SERVICES

Authorization for purchase of services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The State shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless a) the Purchase Order is changed or modified with an official Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

16. EXTRA-CONTRACTUAL PRODUCTS AND SERVICES PROHIBITED

Any attempt to use an Order to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State, inclusive of but not limited to Contract termination for default, suspension and/or debarment of the Contractor.

17. BILLING

Contractors will be doing business with Customers of dramatically different size and need. As such, different levels of complexity in billing may be required. An objective of this contract is to meet the various needs of different customers in standard electronic format. The State desires electronic billing be adopted where possible for any purchased services by any customer for services covered by this Contract.

17.1 Billing Detail

Invoices submitted for payment shall contain the same description detail as provided in the Quote Form, at a minimum, shall identify all products and services (e.g. circuit number, BTN, WTN), the unit price, units of quantity, extended price, service address or location of Service, and invoice total, for both paper and electronic media. Additionally, the approved electronic media shall also include at a minimum; Call Detail Records identifying the actual originating phone extension (unless ANI not sent by customer for dedicated facilities), Discount Details, Tax Details, Feature Details, Other Fees and Surcharges details, approved Adjustment details, circuit detail at the CSR level, and USOC level invoice details. Invoice Identification Information. Invoice Identification Information (III) shall include at a minimum the following 16 data elements: 1) Vendor Name; 2) Vendor Account Number; 3) Invoice Date; 4) Total Invoice Amount; 5) Total Current Charges; 6) Vendor Remit Address; 7) Account-Level Late Fees; 8) Account Level Outstanding Balance; 9) Account Level Payment Received; 10) Account Level Miscellaneous Fees;11) Point of Service ID (e.g., Circuit number, phone number, etc.); 12) Monthly Fees; 13) Usage-based Charges; 14) Feature Charges; 15) Taxes; and 16) Total Charges for Point of Service



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

17.2 Billing and Payment Data

Contractor shall provide basic billing data to all Ordering Entities that request it. This data shall include at a minimum Usage Statistics; Applicable Discount Details; Call Detail for LD at the actual originating extension level (unless ANI is not sent by Customer for dedicated facilities); Circuit Detail, when applicable, at the Customer Service Record (CSR) or equivalent level; Tax Details; Feature Details; Other Fees and Surcharges Details; Approved Adjustment Details; and Universal Service Order Code (USOC) level or equivalent Invoice Details. Ordering Entities may request this data at any point during the Term of Contract.

17.3 Billing SLA Affected Services

Contractor shall process invoices in accordance with the Billing and Payment Section of resultant Service Level Agreements. If, after the SLA is resolved the Customer owes the disputed amount in part or in whole to the Contractor, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance.

17.4 Billing Disputes

Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with billing issues under the Contract. Contractor shall work with Customer, or their designee (which may be an approved Subcontractor), to automate the dispute process between Contractor and Customer. Contractor shall provide a responsibility matrix identifying representatives, their phone number and email address, for questions and resolution of issues, including escalation of unresolved disputes.

17.4.1 Billing Dispute Resolution

Failure by Customer to pay any portion of or the entire invoiced amount based on Contractor billing errors or disputed charges shall not constitute default under this Contract. Customer will pay undisputed portions of disputed or incorrect invoices where Customer can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Customer. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties.

17.5 Billing Adjustments

Revised invoices or billing adjustments shall apply only to Contractor's Services that can be verified by the Customer, and requests for such adjustments must be submitted in writing to the Customer within 60 days of Service invoice delivery; shall reference the original invoice in which the error was made, and contain sufficient level of detail to make a reasonable determination of fact. Billing Adjustments, once determined to be fact, shall be documented in writing on all forms of billing, paper and electronic, in the next billing cycle.

17.6 Billing Agent

Contractor may use an Agent (designated herein as a Subcontractor) to prepare and submit invoices and receive Customer payments, on behalf of, but in the Contractor's name. Contractor shall remain responsible for the accuracy and correctness of the invoices issued and payments collected by any billing Agent. If Contractor exercises this option, Contractor shall promptly notify Customer in writing of such arrangement for invoicing and collection, including name, mailing and street addresses, and telephone number for the firm and the individual person responsible for this function, and any changes thereto.

18. PAYMENT PROCEDURES

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

19. PRICING

19.1 Price Increase

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. All written requests for price adjustments made by the Contractor shall be submitted 60 to 90 days prior to the anniversary or contract renewal date.

The State will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment.

Contract release order/purchase orders placed before a price increase is authorized shall be delivered at the purchase order price. However, if the price should decrease between receipt of the order, and shipment of the order, the Contractor shall invoice at the new lowest discounted price. The awarded contract price shall remain the same throughout the term of the contract, to include all renewals.

19.2 Price Reduction

Price reductions may be submitted in writing to the State for consideration at any time during the contract period. The State at its own discretion may accept a price reduction.

In relation to recurring costs based on most favored term pricing, after 3 years of completed service customer may request a review of the contract to bring pricing into line with current market pricing.

Any price reductions requests that are accepted by the State will be acknowledged by the issuance and acceptance of a fully executed bilateral contract amendment. Any accepted price reduction shall be available to all customers who may utilize this contract.

19.3 Bulk Pricing:

In addition to decreasing contract pricing in accordance with Special Terms and Conditions, Section 19.2, Price Reduction, Contractor(s) may offer bulk pricing at any time during the Contract. Such pricing shall be at a MRC of at least 10% less than the current contract pricing for said service. The Bulk Pricing may be presented for consideration by the State in the form of tiered pricing as well.

If electing to exercise this provision the Contractor shall submit to the following to the State Procurement Office, Procurement Officer:

- A Formal request to consider an addition of Bulk Pricing for specified products;
- Product Identification, identifying the 'Arizona Service ID' as listed in Attachment II, Pricing Structure; and
- The Bulk Pricing vs the existing contract pricing.

Approval of Bulk Pricing shall be in the form of a bilateral contract amendment. Bulk Pricing shall be available to all customers allowed to purchase under the Contract and available for the life of the Contract.

20. DATA SECURITY / SECURITY

20.1 Data Privacy/Security Incident Management.

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

20.1.1 Threat of Security Breach

Contractor(s) agrees to notify the Customer's Chief Information Officer (CIO), the Customer's Chief Information Security Officer (CISO) and other key personnel as identified by the Customer of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). Customer shall agree to provide contact information for the CIO, the CISO and key personnel to the Contractor if applicable.

20.1.2 Discovery of Security Breach

Contractor agrees to immediately notify the Customer's CIO, the CISO and key personnel as identified by the State of a discovered breach of security. Customer shall agree to provide contact information for the CIO, the CISO and key personnel to the Contractor if applicable.

20.2 Security Requirements for Contractor Personnel.

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of ADOA-ASET as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to ADOA-ASET confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

- **20.2.1** Identity and Address Verification that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;
- 20.2.2 UNAX/confidentiality Training;
- 20.2.3 HIPAA Privacy and Security Training; and
- 20.2.4 Information Security Training.
- 20.3 Information Access. The Contractor shall, where applicable, implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies. The Contractor and its employees, agents and Subcontractors shall comply with all policies and procedures of the individual Customer regarding data access, privacy and security, including those prohibiting or restricting remote access to the Customer's systems and data. The Customer shall authorize, and the Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and the Contractor agrees that the same shall be used only by the personnel to whom they are issued. The Contractor shall provide to such personnel only such level of access as is minimally necessary to perform the tasks and functions for which such personnel are responsible. The Contractor shall from time-to-time, upon request from the Customer, but in the absence of any request from the Customer at least quarterly, provide the Customer with an updated list of the Contractor personnel having access to the Customer's systems, software, and data, and the level of such access. Computer data and software, including the Customers Data, provided by the Customer or accessed (or accessible) by the Contractor personnel or the Contractor's Subcontractor personnel, shall be used by such personnel only in connection with the obligations provided hereunder, and shall not be commercially exploited by the Contractor or its Subcontractors in any manner whatsoever. Failure of the Contractor or the Contractor's Subcontractors to comply with the provisions of this Contract may result in the Customer restricting offending personnel from access to the Customer computer systems or the Customer Data or immediate termination of this Contract. It shall be the Contractor's obligation to maintain and ensure the confidentiality and security of the Customer Data in its possession or on its systems.
- **20.4 Information Disclosure**. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it,



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

20.5 Building Access.

- **20.5.1** Contractor access to Customer facilities and resources shall be properly authorized by Customer personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statues (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).
- 20.5.2 Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws. Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

21. SECTION 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-3531 and § 41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

22. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

23. FIRST PARTY LIMITATION OF LIABILITY

Contractor's liability for first party damages to the State arising from this Contract shall be limited to two (2) times the maximum-not-to-exceed amount of this Contract. The foregoing limitation of liability shall not apply to: (i) liability, including indemnification obligations, for third party claims, including but not limited to, infringement of third party intellectual property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to, performance requirements; or (iii) costs or attorneys' fees that the State is entitled to recover as a prevailing party in any action.

24. INDEMNIFICATION

Contractor shall indemnify, defend with counsel reasonably approved by the State, and hold harmless, the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

"Indemnitee") from and against any and all claims, actions, damages, costs (including attorneys' fees), and losses arising under this Contract, including, but not limited to, bodily injury or personal injury (including death) or loss or damage to tangible or intangible property, but excluding damages arising solely from the gross negligence or willful misconduct of the Indemnitee. This indemnification obligation includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Contractor to comply with any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved, or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in its defense and any related settlement negotiations.

25. IP INDEMNIFICATION

Indemnification - Patent and Copyright. With respect solely to Materials provided or proposed by Contractor or Contractor's agents, emp1oyees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability, including, but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade secret, by such Materials or the State's use thereof.

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing them; provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State, Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

The State shall reasonably notify the Contractor of any claim for which Contractor may be liable under this section. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Materials provided or in use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the State's prior written consent, which shall not be unreasonably withheld, (i) replace an infringing Material with a non-infringing Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for any claim for infringement based solely on any Indemnitee's:

- (i) modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;
- (ii) use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

(iii) use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

Contractor certifies, represents and warrants to the State that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of Materials in violation of intellectual property laws.

26. INTELLECTUAL PROPERTY

20.1 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, or trade secrets created or conceived solely pursuant to or as a result of this Contract and any related subcontract (collectively, the "Intellectual Property"), shall be work made for hire and the State shall be the owner of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract ("Independent Materials") do not constitute Intellectual Property. If Contractor creates derivative works of Independent Materials, then the elements of such derivative works created pursuant to this Contract shall constitute Intellectual Property owned by the State. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

Notwithstanding the foregoing, if the State elects, in its sole and absolute discretion, to relinquish its ownership interest in any or all of the Intellectual Property, the State shall have the rights to use, modify, reproduce, release, perform, display, sublicense or disclose such Intellectual Property within State government and operations without restriction for any activity in which the State is a party (collectively, "Government Purpose Rights").

27. SURVIVAL OF RIGHTS AND OBLIGATIONS AFTER CONTRACT EXPIRATION OR TERMINATION

- 21.1 <u>Contractor's Representations and Warranties</u>. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition the parties hereto acknowledge that pursuant to A.RS § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
- 21.2 <u>Purchase Orders</u>. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer including, without limitation, all purchase orders received prior to, but not fully performed and satisfied at the expiration or termination of, this Contract.

28. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

28.1 MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

28.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

•	General Aggregate	\$5,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Damage to Rented Premises	\$ 50,000
•	Each Occurrence	\$1,000,000

- 28.1.1.1 The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- **28.1.1.2** Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

28.1.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

- 28.1.2.1 The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 28.1.2.2 Policy shall contain a waiver of subrogation endorsement (<u>Blanket Endorsements are not acceptable</u>) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

28.1.3 Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability
 Each Accident

\$1,000,000



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

Disease – Each Employee \$1,000,000 Disease – Policy Limit \$1,000,000

- 28.1.3.1 Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- **28.1.3.2** This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

28.1.4 Technology Errors & Omissions Insurance

Each Claim \$2,000,000Annual Aggregate \$2,000,000

- **28.1.4.1** Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- 28.1.4.2 In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 28.1.5 Network Security (Cyber) and Privacy Liability (If applicable to service to be provided by the Contractor)

Each Claim \$2,000,000Annual Aggregate \$2,000,000

- 28.1.5.1 Such insurance shall include but not limited to coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs includes breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, funds transfer fund
- 28.1.5.2 In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- **28.2** ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions:
 - 28.2.1 The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, and its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
 - **28.2.2** Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

28.3 NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007 and shall be sent by certified mail, return receipt requested.

- **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- **28.8 EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

29. MARKET ACQUISITIONS

In the event a Contractor acquires a market within a geographical region which they were not originally awarded, the Contractor may request an amendment to its contract to include pricing of services for this newly acquired market. Documentation of the acquisition must be provided in order for the State to consider, at its option, this addition, via a bilateral contract amendment.

30. CUSTOMER SERVICE ORDERS (CSO's)

Contractors and Customers may enter into Customer Service Order Agreements for services covered within resultant contracts of this Solicitation. Agreement shall only be valid if the Customer has the legal authority to enter into these types of agreements without going through a competitive process. Additional Terms and Conditions found within a Contractors CSO shall not become part of the State of Arizona's Master Contract.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

31. NON-RECURRING COSTS (NRC)

Providers are required to quote NRC for services provided within their awarded County(ies) and Categories as outlined within Attachment II, Pricing Structure. In the event that a Contractor elects to quote a Customer an additional NRC, over and above the listed NRC within Attachment II, the Contractor shall comply with the following:

- The reason for the 'Extension' NRC is based on extending the Provider's transport medium to an off-net location;
- 'Extension' NRC should not exceed six (6) times the firm fixed monthly recurring cost (MRC) for the service in question; and
- No more than 20% of the requested quotes submitted within a one year period, for the service in question, shall have an Extension NRC.

Final acceptance of the Extension NRC is at the sole option of the customer. Customer reserves the right to negotiate the proposed Extension NRC. Extension NRC shall not be permitted in lieu of or in connection with a Contractors Broadband Expansion Projects.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1 <u>Arizona Law.</u> The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions:
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

2.3.6 Exhibits;

- 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 <u>Relationship of Parties</u>. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 <u>No Parole Evidence</u>. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 <u>No Waiver</u>. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 <u>Audit.</u> Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 <u>Facilities Inspection and Materials Testing.</u> The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 <u>Advertising, Publishing and Promotion of Contract</u>. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 <u>Property of the State</u>. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9 <u>Federal Immigration and Nationality Act.</u> The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue 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.
- 3.10 <u>E-Verify Requirements</u>. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1 <u>Payments</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 <u>Delivery</u>. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
 - 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 <u>State and Local Transaction Privilege Taxes</u>. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3 <u>Tax Indemnification</u>. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 <u>IRS W9 Form</u>. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 <u>Availability of Funds for the Next State fiscal year.</u> Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

- 4.5 <u>Availability of Funds for the current State fiscal year</u>. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1 Accept a decrease in price offered by the contractor;
 - 4.5.2 Cancel the Contract; or
 - 4.5.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

- Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 <u>Subcontracts</u>. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 <u>Assignment and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

6.4 Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
 - 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1 <u>Liens</u>. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2 Fit for the intended purposes for which the materials are used;
 - 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 <u>Fitness.</u> The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 <u>Inspection/Testing</u>. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

7.5 <u>Compliance With Applicable Laws</u>. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

- 7.6 Survival of Rights and Obligations after Contract Expiration or Termination.
 - Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 <u>Non-exclusive Remedies</u>. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1 <u>Cancellation for Conflict of Interest.</u> Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

Contract as provided in A.R.S. § 38-511.

- 9.2 <u>Gratuities</u>. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 <u>Suspension or Debarment</u>. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 <u>Termination for Convenience</u>. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 <u>Continuation of Performance Through Termination</u>. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

Exhibit A - Backhaul Bandwidth for Census Designated Places

This Exhibit describes the State's minimum recommended back-haul desired for each Community or Community Area for each County in the State. Community Areas are defined those Communities whose boundaries are within at least one mile of the boundaries of another Community. The recommended minimum backhaul into a Community or Area to support residential broadband service is based on a potential market of 10% of the households in a Community or Area times 6 Mbps of minimum bandwidth per potentially served household.

From time to time the State intends to provide qualified Providers and Customers additional recommendations minimum backhaul bandwidth recommendations for Communities and Community Areas including for: Student, government entity, public safety, and business users of bandwidth. The purpose of this is to assist in defining sufficient demand aggregation in communities to justify investments in expanded bandwidth delivery infrastructure.

The State recognizes that in many Communities and Areas these minimum recommendations have already been significantly exceeded but in many Communities and Areas this minimal capacity is still lacking.

					Recommende d Minimum
					Bandwidth To
	Community or Community	Household	Populatio	Sq.	Community
APACHE	Area	S	n	Miles	Or Area
	EAGAR	2045	4885	11.2	
	SPRINGERVILLE	954	1961	11.7	
	EAGAR AREA	2999	6846	22.9	1.8 Gbps
	CHINLE	1483	4518	16.1	0.9 Gbps
	WINDOW ROCK	938	2712	5.3	
	ST. MICHAELS	518	1443	3.8	
	WINDOW ROCK AREA	1456	4155	9.1	0.9 Gbps
	ST. JOHNS	1476	3480	26.1	0.9 Gbps
	FORT DEFIANCE	1250	3624	6.1	0.8 Gbps
	LUKACHUKAI	674	1701	22.0	0.5 Gbps
	MANY FARMS	491	1348	8.2	0.3 Gbps
	GANADO	445	1210	9.2	0.3 Gbps
	HOUCK	385	1024	42.5	0.3 Gbps
	TSAILE AREA	346	1205	6.0	0.3 Gbps
	DENNEHOTSO	264	746	10.0	0.2 Gbps
	ROUND ROCK	260	789	14.3	0.2 Gbps

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State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

1011.	releconfinunications and broadband Pro	vider Services			
1	TEEC NOS POS	258	730	14.3	0.2 Gbps
	SAWMILL	243	748	5.8	0.2 Gbps
	SANDERS	242	630	2.4	0.2 Gbps
	ALPINE	205	145	0.6	0.2 Gbps
	ROCK POINT	205	642	14.2	0.2 Gbps
	RED MESA	202	480	12.8	0.2 Gbps
	BURNSIDE	174	537	9.3	0.2 Gbps
	GREER	167	41	0.5	0.2 Gbps
	ROUGH ROCK	160	414	12.8	0.1 Gbps
	NAZLINI	136	489	7.5	0.1 Gbps
	MCNARY	136	528	5.6	0.1 Gbps
	DEL MUERTO	103	329	1.0	0.1 Gbps
	STEAMBOAT	92	284	2.4	0.1 Gbps
	KLAGETOH	71	242	0.3	0.1 Gbps
	COTTONWOOD	66	226	0.1	0.1 Gbps
	RED ROCK	64	169	1.2	0.1 Gbps
	CORNFIELDS	62	255	0.4	0.1 Gbps
	VERNON	61	122	0.6	0.1 Gbps
	TSAILE AREA	52	135	0.7	0.1 Gbps
	CONCHO	36	38	0.5	0.1 Gbps
	NUTRIOSO	30	26	0.3	0.1 Gbps
	WIDE RUINS	24	176	0.4	0.1 Gbps
	OAK SPRINGS	21	63	0.2	0.1 Gbps
	LUPTON	8	25	0.4	0.1 Gbps
	TOYEI	6	13	0.3	0.1 Gbps
COC	CHISE				
	SIERRA VISTA	18742	43888	152.4	
	SIERRA VISTA SOUTHEAST	6394	14797	110.8	
	WHETSTONE	1163	2617	11.9	
	HUACHUCA	920	1853	2.8	
	MIRACLE VALLEY	287	644	0.6	
	PALOMINAS	107	212	1.9	
	SIERRA VISTA AREA	27613	64011	280.5	16.6 Gbps
	DOUGLAS	5652	17378	10.0	3.4 Gbps
	BISBEE	3284	5575	5.2	2 Gbps
	BENSON	2941	5105	41.4	1.8 Gbps
	WILLCOX	1659	3757	6.3	1 Gbps
	TOMBSTONE	864	1380	4.3	0.6 Gbps
	MESCAL	853	1812	4.9	0.6 Gbps
	ST. DAVID	804	1699	5.3	0.5 Gbps



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

	PIRTLEVILLE	631	1744	1.9	0.4 Gbps
	NACO	334	1046	3.3	0.3 Gbps
	BOWIE	256	449	1.7	0.2 Gbps
	ELFRIDA	243	459	3.8	0.2 Gbps
	SUNIZONA	206	281	8.5	0.2 Gbps
	SAN SIMON	127	165	0.7	•
					0.1 Gbps
	MCNEAL	116	238	3.8	0.1 Gbps
	DRAGOON	115	209	1.8	0.1 Gbps
COCONIN					
0					
	FLAGSTAFF DONEY PARK	26254 1896	65870 5395	63.9 14.9	
	KACHINA VILLAGE	1469	2622	1.2	
	MOUNTAINAIRE	621	1119	10.2	
	FORT VALLEY	371	779	7.6	10.1.01
	FLAGSTAFFAREA	30611	75785	97.9	18.4 Gbps
	PAGE LECHEE	2787 359	7247 1443	16.6 16.6	
	PAGE AREA	3146	8690	33.2	1.9 Gbps
	MUNDS PARK	3019	631	22.3	1.9 Gbps
	WILLIAMS	1426	3023	43.8	1.5 G bps
	PARKS	1288	1188	172.3	
	WILLIAMS AREA	2714	4211	216.0	1.7 Gbps
	TUBA	2465	8611	9.0	1.5 Gbps
	GRAND CANYON VILLAGE	858	2004	13.4	0.6 Gbps
	VALLE	583	832	243.8	0.4 Gbps
	FREDONIA	578	1314	7.3	0.4 Gbps
	KAIBITO	413	1522	15.9	0.3 Gbps
	TUSAYAN	289	558	8.9	0.2 Gbps
	CAMERON	285	885	18.7	0.2 Gbps
					•
	MOENKOPI	284	964	1.5	0.2 Gbps
	LEUPP	255	951	13.6	0.2 Gbps
	TONALEA	132	549	9.9	0.1 Gbps
	BITTER SPRINGS	130	452	8.0	0.1 Gbps
	TOLANI LAKE	98	280	0.4	0.1 Gbps
	SUPAI	49	208	1.7	0.1 Gbps
GILA					
	PAYSON	8958	15301	19.5	
	STAR VALLEY	1531	2310	36.1	
	MESA DEL CABALLO ROUND VALLEY	406 227	765 487	0.3 4.8	
	BEAVER VALLEY	225	231	1.5	
	TONTO VILLAGE	215	256	0.3	
	WASHINGTON PARK WHISPERING PINES	206 188	70 148	2.6 0.4	
	EAST VERDE ESTATES	165	170	2.5	



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Description: Telecommunications and Broadband Provider Services

 OXBOW ESTATES	141	217	0.5	
KOHLS RANCH	127	46	1.2	
MEAD RANCH	108	38	0.6	
BEAR FLAT	54	18	0.2	
FREEDOM ACRES	51	84	1.8	
FLOWING SPRINGS	39	42	1.7	
PAYSON AREA	12641	20183	74.0	7.6 Gbps
GLOBE CENTRAL HEIGHTS-MIDLAND	3386 1191	7532 2534	18.2 1.9	
MIAMI	973	2534 1837	0.9	
CLAYPOOL	750	1538	1.2	
SIX SHOOTER CANYON	469	1019	2.9	
WHEATFIELDS	465	785	8.1	
ICEHOUSE CANYON	298	677	4.9	
PINAL	199	439	0.4	
COPPER HILL	63	108	7.3	
EAST GLOBE CUTTER	61 21	226 74	3.4 0.8	
GLOBE AREA	7876	16769	50.1	4.8 Gbps
PINE	2588	1963	32.4	
STRAWBERRY	1293	961	9.5	
GERONIMO ESTATES	122	60	1.3	
PINE AREA	4003	2984	43.2	2.5 Gbps
TONTO BASIN	1383	1424	31.3	0.9 Gbps
SAN CARLOS	998	4038	8.6	
PERIDOT	362	1350	5.2	
SAN CARLOS AREA	1360	5388	13.7	0.9 Gbps
YOUNG	667	666	47.8	0.5 Gbps
GISELA	331	570	2.9	
DEER CREEK	129	216	1.7	
RYE	63	77	0.5	2 . 21
GISELA AREA	523	863	5.1	0.4 Gbps
CHRISTOPHER CREEK	388	156	3.0	
HUNTER CREEK	111	48	2.2 F. 3	O O China
CHRISTOPHER CREEK AREA	499	204	5.2	0.3 Gbps
HAYDEN	301 163	662 252	1.3	
WINKELMAN HAYDEN AREA	464	353 1015	0.8 2.0	0.3 Gbps
CANYON DAY	310	1209	5.1	0.2 Gbps
TOP-OF-THE-WORLD	173	231	6.1	0.2 Gbps
DRIPPING SPRINGS				•
	121	235	6.7	0.1 Gbps
CEDAR CREEK	97	318	17.0	0.1 Gbps
JAKES CORNER	81	76	1.4	0.1 Gbps
HAIGLER CREEK	46	19	1.6	0.1 Gbps
ROOSEVELT	43	28	3.1	0.1 Gbps
ROCK HOUSE	42	50	0.6	0.1 Gbps
CARRIZO	40	127	9.0	0.1 Gbps
EL CAPITAN	33	37	6.1	0.1 Gbps

GRAHAM



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

	SAFFORD	3908	9566	8.6	
	THATCHER	1840	4865	6.7	
	PIMA	870	2387	5.9	
	SWIFT TRAIL JUNCTION CACTUS FLATS	679 595	2935 1518	3.7 6.2	
	SAN JOSE	211	506	4.2	
	CENTRAL	209	645	1.9	
	SOLOMON	171	426	0.2	
	BRYCE	60	175	0.8	
	SAFFORD AREA	8543	23023	38.3	5.2 Gbps
	BYLAS	491	1962	4.4	0.3 Gbps
	FORT THOMAS	206	374	8.7	0.2 Gbps
GRENLEE					
	CLIFTON	1580	3311	14.8	1 Gbps
	MORENCI	792	1489	1.0	0.5 Gbps
	DUNCAN	398	696	2.2	0.3 Gbps
	YORK	336	557	1.9	0.3 Gbps
	FRANKLIN	51	92	1.0	0.3 Gbps
10007	INAINEIN		32	1.0	0.1 Gbps
LAPAZ	CIENEGA SPRINGS	2291	1798	3.9	
	PARKER STRIP	1387	662	3.9 4.2	
	PARKER	1098	3083	22.0	
	BLUEWATER	669	725	2.4	
	CIENEGA SPRINGS AREA	5445	6268	32.4	3.3 Gbps
	QUARTZSITE	3378	3677	36.8	•
	LA PAZ VALLEY	695	699	29.4	
	QUARTZSITE AREA	4073	4376	66.1	2.5 Gbps
	BOUSE	914	996	136.4	
	BRENDA	725	676	6.9	
	VICKSBURG	687	597	143.1	
	UTTING	103	126	26.5	1 F Chan
	BOUSE AREA	2429	2395	312.8	1.5 Gbps
	SALOME	1078	1530	33.4	0.7 Gbps
	EHRENBERG	948	1470	12.2	0.6 Gbps
	WENDEN	416	728	15.0	0.3 Gbps
	CIBOLA	307	250	20.2	0.2 Gbps
	POSTON	85	285	1.4	0.1 Gbps
	ALAMO LAKE	31	25	46.6	0.1 Gbps
	SUNWEST	31	15	24.3	0.1 Gbps
MARICOP					
Α					
	PHOENIX	590149	1445632	517.7	
	SCOTTSDALE	124001	217385	184.3	
	GLENDALE	90505	226721 161710	60.1	
	TEMPE SURPRISE	73462 52586	161719 117517	40.2 105.8	
	SUN	28169	37499	14.5	
	AVONDALE	27001	76238	45.6	



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

I	SUN WEST	18218	24535	10.9	
	BUCKEYE	18207	50876	375.3	
	FOUNTAIN HILLS	13167	22489	20.4	
	EL MIRAGE	11326	31797	10.1	
	ANTHEM	8801	21700	8.0	
	NEW RIVER	6273	14952	55.7	
	PARADISE VALLEY YOUNG	5643 2831	12820 6156	15.5 1.5	
	LITCHFIELD PARK	2716	5476	3.3	
	CAVE CREEK	2579	5015	37.9	
	CAREFREE	2251	3363	8.8	
	TOLLESON	2169	6545	5.7	
	CITRUS PARK	1385	4028	5.8	
	GUADALUPE	1376	5523	0.8	
	GILA BEND	943	1922	55.4	
	WITTMANN	301	763	1.0	
	KOMATKE MARICOPA COLONY	246 201	821 709	2.2 5.6	
	GILA CROSSING	141	621	0.9	
	ARLINGTON	99	194	2.3	
				1595.	
	PHOENIX METRO AREA	1084746	2503016	4	650.9 Gbps
	MESA	201173	439041	137.0	•
	CHANDLER	94404	236123	64.5	
	GILBERT	74907	208453	68.1	
	SUN LAKES	10028	13975	5.3	
	QUEEN CREEK	8557	26361	28.1	
	MESA METRO AREA	389069	923953	302.9	233.5 Gbps
	PEORIA	64818	154065	177.9	38.9 Gbps
	GOODYEAR	25027	65275	191.4	15.1 Gbps
	WICKENBURG	3619	6363	18.8	2.2 Gbps
	RIO VERDE	1647	1811	5.1	1 Gbps
	AGUILA	304	798	1.6	0.2 Gbps
	WINTERSBURG	173	136	0.5	0.2 Gbps
	MORRIS	139	227	0.8	0.1 Gbps
	ST. JOHNS	139	476	2.3	0.1 Gbps
	KAKA	57	141	0.3	0.1 Gbps
	THEBA	49	158	0.6	0.1 Gbps
	TONOPAH	30	60	1.4	0.1 Gbps
MOHAVE					·
	LAKE HAVASU	32327	52527	44.6	
	DESERT HILLS	1847	2245	4.9	
	CRYSTAL BEACH	171	279	0.3	
	LAKE HAVASU AREA	34345	55051	49.8	20.7 Gbps
	BULLHEAD	23464	39540	60.3	•
	FORT MOHAVE	7179	14364	16.7	
	WILLOW VALLEY	1326	1062	5.0	
	MOHAVE VALLEY	1300	2616	14.1	
	ARIZONA VILLAGE	531	946	1.6	
	MESQUITE CREEK	240	416	1.0	
I	KATHERINE	158	103	4.6	



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

	MOJAVE RANCH ESTATES	21	52	0.8	20.6.61
	BULLHEAD AREA	34219	59099	104.1	20.6 Gbps
	KINGMAN NEW KINGMAN-BUTLER	12724	28068	34.9 5.0	
	GOLDEN VALLEY	5863 4342	12134 8370	78.9	
	WALNUT CREEK	251	562	1.5	
	SO-HI	242	477	0.9	
	LAZY Y U	194	428	15.7	
	PINION PINES	102	186	1.5	
	CLACKS CANYON MCCONNICO	83 56	173 70	3.3 6.6	
	KINGMAN AREA	23857	50468	148.2	14.4 Gbps
	BEAVER DAM	1202	1962	8.4	14.4 G bp3
	SCENIC	779	1643	16.5	
	LITTLEFIELD	153	308	12.0	
	BEAVER DAM AREA	2134	3913	36.9	1.3 Gbps
	GOLDEN SHORES	1637	2047	8.2	1 Gbps
	DOLAN SPRINGS	1556	2033	58.2	1 Gbps
	MEADVIEW	1373	1224	31.1	0.9 Gbps
	VALLE VISTA	936	1659	12.0	
	ANTARES	95	126	0.7	
	VALLE VISTA AREA	1031	1785	12.7	0.7 Gbps
	COLORADO	599	4821	10.3	
	CENTENNIAL PARK	225	1264	2.2	
	CANE BEDS	168	448	8.3	
	COLORADO AREA	992	6533	20.8	0.6 Gbps
	PEACH SPRINGS	334	1090	7.9	0.3 Gbps
	WHITE HILLS	290	323	52.0	0.2 Gbps
	CHLORIDE	245	271	1.5	0.2 Gbps
	PINE LAKE	156	138	1.7	0.1 Gbps
	OATMAN	112	135	0.2	0.1 Gbps
	WIKIEUP	103	133	4.4	0.1 Gbps
	YUCCA	98	126	2.2	0.1 Gbps
	KAIBAB	52	124	6.5	0.1 0003
	MOCCASIN	37	89	0.8	
	KAIBAB AREA	89	213	7.2	0.1 Gbps
	TRUXTON	73	134	3.8	0.1 Gbps
	HACKBERRY	45	68	17.6	0.2 0.0
	VALENTINE	14	38	1.6	
	CROZIER	11	14	1.1	
	HACKBERRY AREA	70	120	20.3	0.1 Gbps
	TOPOCK	31	10	0.3	0.1 Gbps
	GRAND CANYON WEST	19	2	17.6	0.1 Gbps
NAVAJO					•
	SHOW LOW	7722	10660	41.2	
	PINETOP COUNTRY CLUB	3789	1794	6.8	
	PINETOP-LAKESIDE	3451	4282	11.4	
	LAKE OF THE WOODS	2859	4094	4.1	



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

SNOWFLAKE	2074	5590	33.6	
WHITE MOUNTAIN LAKE	1772	2205	24.2	
LINDEN	1468	2597	30.5	
TAYLOR	1464	4112	32.7	
WAGON WHEEL WHITERIVER	1163 1072	1652 4104	3.1 15.8	
NORTH FORK	396	1417	61.6	
HONDAH	286	812	12.3	
RAINBOW	226	968	2.2	
SEVEN MILE	176	707	2.3	
EAST FORK	170	699	1.9	
TURKEY CREEK FORT APACHE	77 53	294 143	0.8 1.2	
SHOW LOW AREA	28218	46130	285.4	17 Gbps
HEBER-OVERGAARD		2822	6.9	
	3593 3362	9655	12.3	2.2 Gbps
WINSLOW WINSLOW WEST	173	438	12.3 17.9	
WINSLOW AREA	3535	10093	30.19	2.2 Gbps
HOLBROOK	1881	5053	17.4	1.2 Gbps
KAYENTA	1602	5189	13.2	1 Gbps
FIRST MESA	555	1555	15.7	
SECOND MESA	325	962	40.1	
SHONGOPOVI	240	831	1.6	
KEAMS CANYON	142	304	16.6	
JEDDITO	115	293	5.4	0.0.61
FIRST MESA AREA	1377	3945	79.5	0.9 Gbps
JOSEPH	547	1386	7.4	0.4 Gbps
CIBECUE	455	1713	6.0	0.3 Gbps
DILKON	361	1184	16.6	0.3 Gbps
PINON	338	904	6.5	0.3 Gbps
HOTEVILLA-BACAVI	412	957	11.8	
KYKOTSMOVI VILLAGE	328	746	16.9	
HOTEVILLA-BACAVI AREA	740	1703	28.67	0.5 Gbps
PINEDALE	332	487	9.7	0.2 Gbps
WHITECONE	300	817	45.1	0.2 Gbps
LOW MOUNTAIN	260	757	36.9	0.2 Gbps
CHILCHINBITO	228	506	23.8	0.2 Gbps
SHONTO	205	591	4.6	0.2 Gbps
GREASEWOOD	181	547	5.4	0.2 Gbps
CLAY SPRINGS	164	401	2.8	0.1 Gbps
SUN VALLEY	150	316	31.6	0.1 Gbps
TEES TOH	149	448	17.0	0.1 Gbps
WOODRUFF	85	191	5.8	0.1 Gbps
INDIAN WELLS	75	255	10.4	0.1 Gbps
SEBA DALKAI	57	136	15.1	0.1 Gbps
OLJATO-MONUMENT VALLEY	46	154	12.4	0.1 Gbps
HARD ROCK	41	94	5.9	0.1 Gbps



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

Pima				_	
	TUCSON	229762	520116	226.9	
	CASAS ADOBES	30364	66795	26.9	
	CATALINA FOOTHILLS	27211	50796	42.1	
	ORO VALLEY	20340	41011	35.6	
	GREEN VALLEY	17322	21391	32.2	
	MARANA	14726	34961	122.1	
	SAHUARITA	10615	25259	31.0	
	DREXEL HEIGHTS FLOWING WELLS	9684 7505	27749 16419	20.2 4.0	
	TANQUE VERDE	7340	16901	33.0	
	TUCSON ESTATES	6152	12192	13.0	
	PICTURE ROCKS	4177	9563	70.8	
	VAIL	3754	10208	22.6	
	CATALINA	3290	7569	14.1	
	VALENCIA WEST	3206	9355	10.4	
	AVRA VALLEY	2487	6050	22.2	
	CORONA DE TUCSON	2165	5675	6.1	
	SOUTH TUCSON	2137	5652	1.0	
	RINCON VALLEY SUMMIT	2044 1708	5139 5372	27.8 4.5	
	ARIVACA JUNCTION	388	1090	2.9	
	LITTLE	277	873	0.1	
	ELEPHANT HEAD	253	612	7.4	
	AMADO	207	295	5.3	
	NELSON	100	259	0.4	
	RILLITO	50	97	0.1	
	TUCSON METRO AREA	407264	901399	782.7	244.4 Gbps
	THREE POINTS	2487	5581	46.4	1.5 Gbps
	AJO	2175	3304	33.3	1.4 Gbps
	SELLS	736	2495	9.5	0.5 Gbps
	ARIVACA	492	695	27.8	0.3 Gbps
	PIMACO TWO	313	682	4.5	0.2 Gbps
	SUMMERHAVEN	259	40	4.5	0.2 Gbps
İ	SANTA ROSA	223	628	6.5	0.2 Gbps
	WHY	177	167	9.0	0.2 Gbps
	TOPAWA	135	299	5.2	0.1 Gbps
	PISINEMO	116	321	2.3	0.1 Gbps
	ALI CHUKSON	55	132	2.1	· ·
	ALI MOLINA	30	71	0.8	
	CHIAWULI TAK	21	78	2.4	
	ALICHUKSON AREA	106	281	5.3	0.1 Gbps
	GU OIDAK	91	188	7.1	0.1 Gbps
	SAN MIGUEL	79	197	5.7	0.1 Gbps
	WILLOW CANYON	68	1	0.3	0.1 Gbps
	SOUTH KOMELIK	65	111	3.9	0.1 Gbps
	ALI CHUK	60	161	1.4	0.1 Gbps
	MAISH VAYA	59	158	4.2	0.1 Gbps
	WAHAK HOTRONTK	46	114	1.5	0.1 Gbps
	WALLAKTIOTROWIK	40	114	1.5	ort gnh2



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

I		-			
	ANEGAM	43	151	2.3	0.1 Gbps
	COWLIC	41	135	0.8	0.1 Gbps
	HAIVANA NAKYA	39	96	1.9	0.1 Gbps
	VENTANA	29	49	1.0	0.1 Gbps
	CHARCO	26	52	0.9	0.1 Gbps
	KO VAYA	16	46	1.1	0.1 Gbps
					•
	NOLIC	15	37	0.5	0.1 Gbps
	AK CHIN	11	30	0.5	0.1 Gbps
	COMOBABI	5	8	1.2	0.1 Gbps
PINAL					
	SAN TAN VALLEY	29417	81321	35.8	
	APACHE JUNCTION	22564	35840	35.0	
	CASA GRANDE	22400	48571	109.6	
	MARICOPA	17240	43482	47.5	
	GOLD CANYON	6874	10159	22.4	
	FLORENCE ARIZONA	5224 5064	25536 10475	52.5 6.2	
	COOLIDGE	4796	11825	56.5	
	ELOY	3691	16631	111.5	
	SACATON	671	2672	8.1	
	CASA BLANCA	388	1388	15.8	
	BLACKWATER	332	1062	17.9	
	CACTUS FOREST	287	594	2.7	
	AK-CHIN VILLAGE	256	862	10.6	
	PICACHO	185	471	6.4	
	STOTONIC VILLAGE	181	659	5.0	
	SACATON FLATS VILLAGE	168	541	6.2	
	UPPER SANTAN VILLAGE	136	495	7.1	
	GOODYEAR VILLAGE	121	457	3.4	
	LOWER SANTAN VILLAGE CHUICHU	103 96	374 269	4.2 6.9	
	WET CAMP VILLAGE	76	229	4.4	
	SACATE VILLAGE	50	169	3.5	
	SWEET WATER VILLAGE	26	83	0.8	
	SAN TAN VALLEY AREA	120346	294165	579.7	72.3 Gbps
	SADDLEBROOKE	5671	9614	29.3	3.5 Gbps
	ORACLE	1772	3686	16.4	
	SAN MANUEL	1541	3551	20.7	
	CAMPO BONITO	48	74	4.0	
	ORACLE AREA	3361	7311	41.1	2.1 Gbps
	SUPERIOR	1465	2837	1.9	0.9 Gbps
	KEARNY	878	1950	2.8	0.6 Gbps
	RED ROCK	786	2169	47.3	0.5 Gbps
	MAMMOTH	635	1426	1.0	0.4 Gbps
	QUEEN VALLEY	621	788	9.7	0.4 Gbps
	DUDLEYVILLE	423	959	6.7	0.3 Gbps
	STANFIELD	222	740	3.9	0.2 Gbps
	VAIVA VO	29	128	0.5	0.1 Gbps



State of Arizona
State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

	КОНАТК	15	27	0.1	0.1 Gbp
	SANTA CRUZ	13	37	1.6	0.1 Gbp
	TAT MOMOLI	9	10	0.9	0.1 Gbp
SANTA					
CRUZ					
	RIO RICO	6356	18962	62.4	
	TUBAC	1067	1191	10.8	
	TUMACACORI-CARMEN	187	393	2.0	
	RIO RICO AREA	7610	20546	75.1	4.6 Gb
	NOGALES	7260	20837	20.8	
	BEYERVILLE	55	177	0.3	
	NOGALES AREA	7315	21014	21.2	4.4 Gb
	PATAGONIA	576	913	1.3	0.4 Gb
	SONOITA	462	818	10.6	0.3 Gb
	ELGIN	85	161	5.9	0.1 Gb
	KINO SPRINGS	65	136	0.3	0.1 Gb
'AVAPAI					0.2 0.5
AVALAL	PRESCOTT	22159	39843	41.6	
	PRESCOTT VALLEY	17494	38822	38.6	
	CHINO VALLEY	4967	10817	63.4	
	WILLIAMSON	2779	5438	56.9	
	PAULDEN	2268	5231	57.0	
	DEWEY-HUMBOLDT CORDES LAKES	1888 1463	3894 2633	18.6 10.8	
	MAYER	849	1497	20.1	
	SPRING VALLEY	629	1148	10.6	
	PRESCOTT AREA	54496	109323	317.6	32.7 Gb
	COTTONWOOD	5866	11265	16.4	
	VERDE VILLAGE	4989	11605	7.0	
	CAMP VERDE	4726	10873	43.1	
	LAKE MONTEZUMA	2334	4706	12.0	
	CLARKDALE JEROME	2059 290	4097 444	10.6 0.9	
	COTTONWOOD AREA	20264	42990	90.0	12.2 Gb
	SEDONA	6367	10031	19.2	3.9 Gb
	VILLAGE OF OAK CREEK (BIG	0507	10031	19.2	5.9 GD
	•	4076	61/17	E 2	2 E Ch
	PARK)		6147	5.3 13.2	2.5 Gb
	CORNVILLE	1695	3280		1.1 Gb
	BLACK CANYON	1563	2837	24.3	1 Gb
	CONGRESS	1226	1975	37.7	0.8 Gb
	YARNELL	597	649	8.8	
	PEEPLES VALLEY	338	428	15.1	
	YARNELL AREA	935	1077	24.0	0.6 G b
	BAGDAD	838	1876	8.0	0.6 Gb
	WILHOIT	483	868	15.7	0.3 Gb
	SELIGMAN	292	445	6.4	0.2 Gb



State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241

	ASH FORK	218	396	2.3	0.2 Gbps
YUMA					
	YUMA AREA	38626	93064	120.7	
	YUMA AREA	21642	26265	40.2	
	YUMA AREA	6525	25505	32.2	
	YUMA AREA	4052	14287	7.3	
	YUMA AREA	2081	2882	29.0	
	YUMA AREA	1968	4176	0.7	
	YUMA AREA	394	1508	0.1	
	YUMA AREA	225	678	2.0	
	YUMA AREA	199	504	1.0	
	YUMA AREA	174	594	0.1	
	YUMA AREA	162	625	0.1	
	YUMA AREA	131	258	0.6	
	YUMA AREA	115	415	0.4	
	YUMA AREA	84	272	0.2	
	YUMA AREA	46	171	0.3	
	YUMA AREA	76424	171204	234.9	45.9 Gbps
	MARTINEZ LAKE	510	798	9.2	0.4 Gbps
	TACNA	291	602	1.9	0.2 Gbps
	DATELAND	221	416	22.1	·
	AZTEC	24	47	6.2	
	DATELAND AREA	245	463	28.3	0.2 Gbps
	BUCKSHOT	75	153	0.3	0.1 Gbps

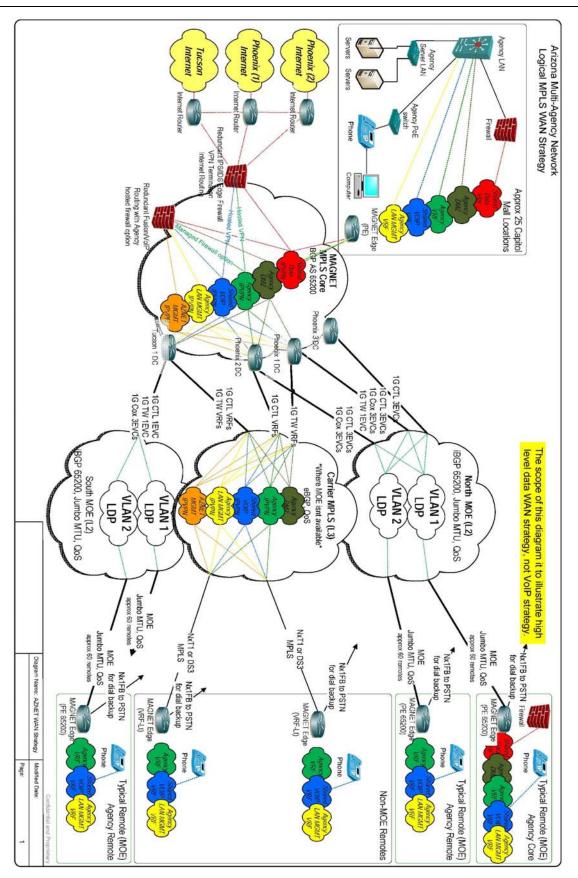


Exhibit B, State of Arizona WAN Strategy Diagram

State of Arizona State Procurement Office

100 North 15th Avenue, Suite 201 Phoenix, AZ 85007

Solicitation No: ADSPO14-00004241





Quote Prepared For:

Quote Prepared By:

Customer Name:	THE REAL PROPERTY OF THE PROPE	Flanstaff. City of		70	Flagstatt, City of	4		Date:		Thursday October 24, 2019	2	ber 24, 2019
Customer Address:		211 W Aspen Ave						Jurisdiction:			INTRA	INTRAstate
	Flagstaff	AZ 86001	_				0	(2) Contract Term:			5 Year	5 Year Term
	QIA	STATE ZIPCODE	JE .									
AZ Service ID	Product Description	Service Address	Minimum Service Period	Quantity	Monthly Recurring Charges (MRC)	One Time Charge or ** NRC	SUBTOTAL MONTHLY RECURRING CHARGES	SUBTOTAL ONE TIME CHARGES or ** NRC	(1) Special Construction Costs	3	(1) Special n Construction Waiver	
AZVS-00001	Basic Analog Business Access Line (1FB) (includes 1 Call Feature)	See attached addendum (1FB)	30 Days	59	\$16.50	\$42.50	\$973.50	\$2507.50				
AZVS-00001	Basic Analog Business Access Line (1FB) (includes 1 Call Feature)	See attached addendum (AFK)	30 Days	43	\$16.50	\$42.50	\$709.50	\$1827.50				
AZVS-00001	Basic Analog Business Access Line (1FB) (Includes 1 Call Feature)	See attached addendum (PGOQL)	30 Days	53	\$16.50	\$42.50	\$874.50	\$2252.50				
	Additional Information (as applicable)	licable)		CenturyLing Government	CenturyLink Government	SECTION	Total Monthly Recurring Charges	*(4) Total One Time Charges ** NRC	Special Construction Total Cost	are a feet to be	Cor cor	*(5) Special *(Construction Co Waiver
This is a Monthl Applicable NRC	This is a Monthly Recurring Charge (MRC) Service Based Quote Applicable NRC's and Usage Charges may apply.	Jote.					\$2557.50	\$6587.50	\$0.00	>	\$0.00	\$0.00 \$0.00
Applicable NRC Waivers are sut	Applicable NRC's and Usage Charges may apply. Waivers are subject to MSP and Contract Term as applicable.	, u	This Qu	ote is prov	This Quote is provided Per Special Terms and Conditions 8.2.1.1	Terms and Con	ditions 8.2.1.1		THE NIDO		Applicable Waive	Applicable Waivers
Contract renewa	Contract renewal of AD3148, Exp. 8/21/19. Apply new contract to additional eligible services.	act to additional eligible services.	This quo	te is provid	This quote is provided as an attachment to the Carrier Service Order	MRR NRC MS	Service Order.	* (5) Total	Construction V	2 2	Vaiver(s) Applied: Vaiver(s) Applied:	Applicable NRC Waiver(s) Applied: \$6587.5 * (5) Total Construction Waiver(s) Applied: \$0.00
Convert all Cho Arizona State C	Convert all Choice Prime Business Packages to Choice Business Package with rates from the Arizona State Carrier Services Agreement.	ness Fackage with rates from the	Const	truction, Co ted within the	Construction, Conduit Charges, Contract Term and Walvers are indicated within the scope of this quote and subject to the Carrier Service Order Terms and Conditions.	ntract Term and lote and subject and Conditions.	Waivers are to the Carrier		Carri	100	er Services Quote	Totals
See attached B	See attached Billing Account(s) and Service Address(es)		By signir	ng the provi	By signing the provided Carrier Service Order you are acknowledging	e Order you are	acknowledging	Total Mon	thiv Recurring C		harges will be indi	Total Monthly Recurring Charges will be indicated on the attached CSO.

this quote and

Total Non Recurring Charges Due: \$0.00

Total Non Recurring Charges will be indicated on the attached CSO (4), (6) and (7)

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and Conditions of the Carrier Service Order and any applicable applied walvers based on the * Minimum Service Period. TERMS AND CONDITIONS - All products and services listed are governed by tariffs, terms of service, or terms and conditions of Carrier Service Order and State MSA contract ADSPO15-088468 MINIMUM SERVICE PERIOD - The Minimum Service Period is product and/or service specific as indicated in this quote offer. The Minimum Service Period is hereby defined as the minimum period of consecutive months of service required to be maintained and subject to the Terms

** NRC Walver - CenturyLink NROs specified above are waived so long as such Services ordered hereunder and subject to this waiver remains installed and used by Customer for at least the * Minimum Service Period of consecutive months (*Minimum Waiver Term*). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the * Minimum Service Period for reasons other than a default by CenturyLink, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any

SLA - In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html and applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section

SERVICE AVAILABILITY - Service may be subject to network disclosure and availability in some areas. Check with your local sales team for further details.

previously waived Special Construction Charges being prorated and assessed to the customer bill. If this Agreement or any Service subject to this "Special Construction Charges" waiver is terminated or cancelled prior to the conclusion of the (2) Contract Term, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink Special Construction Charges on a prorated bases from date of install pursuant to this section. Any Special Constructions Charges in excess of the approved Special Construction Valver amounts, including Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. Any Special Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. Any Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. Any Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. (1) SPECIAL CONSTRUCTION CHARGES - Special Construction Waiver may be granted with a 5 year Contract Term. This waiver will be subject to the terms and conditions of the CSO. Early termination or disconnect prior to the "(2) Contract Term "will result in some or all of the Construction Charges in excess of the approved Special Construction Waiver amounts is non refundable and shall not be included in any prorated amounts in the event of early termination.

(a) VOICE SERVICES DOMESTIC LONG DISTANCE (LD) is at the State contracted price per minute as indicated in the International Voice Rates tab of the state contract. CSO agreement will indicate "LD Usage Based Service" and is charged based on a per minute of usage (2) CONTRACT TERM - Contract Term is specified as 5 year term only. E-Rate Only Contract Term is stated as June 30, 2020 only. There are no exceptions to these terms. (2) Contract Term is separate and independent of the * Minimum Service Period.

OMR No.: N80712, N184251

TARIFFS - FCC ACCESS SERVICE TARIFF NO. 11 / ACCESS SERVICE TARIFF NO. 4 as applicable and as indicated in attached Carrier Service Order



SOA Carrier Services Order Local (QC) INTRAstate

Address: 930 15th Street	Phone Number: Address:	
	Phone Number:	
Phone Number: (303)992-6942		
Title: Pricing Offer Management	Title:	
Printed Name:	Printed Name:	
Date:	Date:	
Signature:	Signature:	
	To verify eligibility, please visit https://spo.az.gov/procurement-serv/ces/cooperative-procurement/state-purchasing-cooperative	To verify eligibility,
Qwest Communications Company, LLC D/B/A CenturyLink, Acting on behalf of itself and as agent for its affiliates	ne: Flagstaff, City of	Customer Name:
·External Link: http://www.centurylink.com/tariffs/az_qc_acc_t_no_4.pdf		
 Early termination shall be in accordance to the Access Service Tariff No.4 Sec. 5.1.3 Special Construction. Access Service Tariff No.4 is available at http://www.centurylink.com/tariffs/az qc acc t no 4.pdf for services provided under this CSO, Customer agrees that termination liability will apply if the Minimum Service Period x Monthly Cost = MSP Liability. 	 Early termination shall be in accordance to the Access Service Tariff No.4 Sec. 5.1.3 Special Construction. Access Service Tariff No.4 is available at http://www.centurylink.com/tariffs/az qc acc t no 4.pdf for services provided under this CSO, Customer agrees that termination liability will apply if the N stated above is not met, calculated by Months remaining in the Minimum Service Period x Monthly Cost = MSP Liability. 	
tension" Charges as defined in the Scope of Work 8.3.2.2 and Special Terms and above reflect these charges that are agreed to by Customer. Conduit	Services ordered do not include Special Construction Charges and/or Conduit "Extension" Charges as defined in the Scope of Work 8.3.2.2 and Special Terms and Conditions 31. Non-Recurring Costs (NRC) and the Total Non Recurring Charge stated above reflect these charges that are agreed to by Customer. Conduit Extension charges may also be identified in a separate scope of work (SOW).	
Level Agreement applicable to the Services under this CSO shall be found at dingPage.html and http://www.centurylink.com/legal/sla.html	 In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html 	
nunications Carrier Services Agreement ADSPO15-083408 (Underlying Agreement) Flagstaff, City of Flagstaff, City of Jon Attachment II Pricing Structure in the Underlying Agreement and the terms, service level to the extent of a conflict with the Underlying Agreement, provided that the conflicting terms do tive on the date the services become functional ("Effective Date"). Other Customer authorized to purchase under the Underlying Agreement.	This CSO (Carrier Service Order) is a supplement to the State of Arizona Telecommunications Carrier Services Agreement ADSPO15-08468 (Underlying Agreement) and Qwest Communications Company, (CenturyLink Pramata ID: 874449) and is between { Flagstaff, City of	ao
Arizona Service Area: Rural Arizona - 8 hour Travel Time		
** Expiration Date: 5 Year Term "Referred to as Contract Ten	Item 5:	=
Scope of Work (SOW) as applicable.	Item 4:	= =
* Total Non Recurring Charge: \$0.00 (see attached Quote). Additional charges may be indicated in a separate	AZVS-00001 43	: #
	Item 1: AZVS-00001 59 Minimum Service Period 30 Days	=
Carrier Service Order Value	QC INTRA 1FB SERVICE	Description of Service:

Contract OMR No.: N80712, N184251

Deal OMR No.:

ContraX Version: 5P/3.17A3 2019 UEJ 4217045126

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	<u>.</u>	9285561201865 1 FLAGSTAFF CITY GOVT		9285561201865 1 FLAGSTAFF CITY GOVT	9285560648414 1 FLAGSTAFF CITY GOVT	9285273229228 1 CITY OF FLAGSTAFF	9285273229228 1 CITY OF FLAGSTAFF	9285273155388 1 CITY OF FLAGSTAFF	-	1			9285269143682 1 CITY OF FLAGSTAFF			-	9282264393129 1 FLAGSTAFF CITY GOVT	٠.	-	9285263734734 1 FLAGSTAFF CITY GOVT	9285262644697 1 FLAGSTAFF CITY GOVT	-	μ,	9285262520869 1 FLAGSTAFF CITY GOV	9285262520869 1 FLAGSTAFF CITY GOV		1		9285260937199 1 CITY OF FLAGSTAFF			ь.	9285229235551 1 FLAGSTAFF CITY GOVT		۵,	9285228744095 1 FLAGSTAFF CITY GOVT		٠.	9282261190690 1 CITY OF FLAGSTAFF	-		9282261190690 1 CITY OF FLAGSTAFF		٠.	9282260565414 1 FLAGSTAFF CITY GOVT		-	9282147061201 1 FLAGSTAFF CITY GOVT		-	9282133730473 1 CITY OF FLAGSTAFF	9282132960572 1 FLAGSTAFF CITY GOV				
GOVT 211 W ASPEN AVE, FLAGSTAFF GOVT 211 W ASPEN AVE, FLAGSTAFF GOVT 211 W ASPEN AVE, FLAGSTAFF			GOVI 211 W ASPEN AVE, FLAGSTAFF										GOVT 6770 LANDFILL RD, FLAGSTAFF	GOVT 6770 LANDFILL RD, FLAGSTAFF	\$		GOVI 4000 N COMMINGS SI, FUNGSIAFF			4500	GOVE SAULE COMMERCE AVE, FLAGSTAFF				2000			GOVT 2800 N EL PASO FLAGSTAFF RD, FLAGSTAFF					GOVT 2800 N EL PASO FLAGSTAFF RD, FLAGSTAFF	0.070		GOVT 4040 E BUTLER AVE, FLAGSTAFF	3191S.		GOVT 2152 N 4TH ST, FLAGSTAFF		85 8778	FF 1701 E PONDEROSA PKWY, FLAGSTAFF			FF 1701 E PONDEROSA PKWY, FLAGSTAFF	Š		SOVT 1650 N TURQUOISE DR, FLAGSTAFF				2255 N GEMINI DR, FLAGSTAFF			SOVT 120 N BEAVER ST, FLAGSTAFF	
9285561314 9285561318 9285561319	9285561286	9285561282	9285561281	6071955619	9285561201	9282260123	9282140911	9285560648	92852/3242	9285273249	92852/3135	9285273015	9285274678	9285271637	9285271636	9285269212	9285269143	9285265765	9285265707	9285265704	9285264398	9285264393	9285263734	9287149678	9285262644	9285260263	9285279467	9285269390	9285263523	9285262520	9285261855	9285260937	9285273184	9285260918	9285260803	9285267490	9285229140	9285228746	9285228745	9285222298	9282267004	9282261203	9282261194	9282261193	9282261192	9282260751	9287749718	9282261232	9282260029	9282149796	9282147065	9282147061	9282140048	9282133730	9282133712	CONTRACT OF LAMBERT
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9287740157 9287740505 9287740879 9287740879 9287741819 928774111 9287741414 9287741415 9287741415 9287741415	9285568160 9285568648 9285588669 92855886691 9287743115 92877340139 9287733848 9287733848 9287733848	9285561303 9285561303 9285561304 9285561304 9285561304 928574750 9285761305 9287740510 9287797666 9285561307 9285561307 9285561307	9285561266 9285561367 9285561312 9285561288 9285561288 9285561288 9285561289 9285561290 9285561291 928733840 928733840	928556138 928556129 9285561218 9285561218 9285561218 9285561247 9285561247 928556125 928556125 928556125 928556125 928556125 928556125 928556125 928556125 928556125	9285561320 9287738842 9287733843 9287733857 9287733857 9287791733 9285561205 9285561205 9285561304 9285733849 9285561328
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	9287797287	9287797157	9287792172	9287790504	9287790502	9287749676	9287749206	9287791021	9287748831	9282260764	9287748434	9285260203	9287744087
	BUSINESS ACCESS FLA	BUSINESS ACCESS FLA	BUSINESS ACCESS FLA	BUSINESS ACCESS FLA	BUSINESS ACCESS FLA	BUSINESS ACCESS FLAT	BUSINESS ACCESS FLAT	BUSINESS ACCESS FLAT	BUSINESS ACCESS FLAT	BUSINESS ACCESS FLAT	BUSINESS ACCESS FLAT	BUSINESS ACCESS FLAT	BUSINESS ACCESS FLAT
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	168	841	AFK	AFK	158	1FB	1FB	AFK	1F8	AFK	1FB	168	168
	BUSINESS ACCESS FUAT LTG	BUSINESS ACCESS FUATI TE	BUSINESS ACCESS FLAT (AFR.)	BUSINESS ACCESS FUAT ATA	BUSINESS ACCESS FUAT LEB	BUSINESS ACCESS FLAT(1+B)	BUSINESS ACCESS FLAT(1FB)	BUSINESS ACCESS FLAT (AFK)	BUSINESS ACCESS FLAT (1FB)	BUSINESS ACCESS FLAT(AFK)	BUSINESS ACCESS FUAT(1FB)	BUSINESS ACCESS FLAT(1FB)	BUSINESS ACCESS FLAT(1FB)
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NOTE: Contract renewal of A03148, Exp. 8/21/19. Apply new contract to additional eligible services. Convert all Choice Prime Business Packages to Choice Business at Aritona State Carrier Services contract rate.

TOTAL SAVINGS \$ 1,463.49



Quote Prepared For:

Quote Prepared By:

Contract renewal of	Applicable NRC's an Waivers are subject	This is a Monthly Re			AZCN-00872 Servic	AZCN-00872 point)	AZ Service ID		Customer Address:	Customer Name:	
Contract renewal of AD3144 EXP 8/21/2019. Account J 928-523-1541-015, circuit ID	Applicable NRC's and Usage Charges may apply. Waivers are subject to MSP and Contract Term as applicable.	This is a Monthly Recurring Charge (MRC) Service Based Quote	Additional Information (as anniicable)		IntraLATA point-to-point DS1 Service Channel Termination (single end	IntraLATA point-to-point DS1 Service Channel Termination (single end point)	Product Description	Flagstaff			
523-1541-015, circuit ID	e.	uote.	licable)		201 W University Dr, Flagstaff	911 E Sawmill Rd, Flagstaff	Service Address	AZ 86001	211 W Aspen Ave	Flagstaff, City of	
This qu	This Q		N/S		12 Months	12 Months	Minimum Service Period	01			
ote is provic	Jote Is prov		CenturyLink		-	-	Quantity				71
This quote is provided as an attachment to the Carrier Service Order. All Addresses, Products/Services, MRR, NRC, MSP, Special	This Quote is provided Per Special Terms and Conditions 8		ryLink ^o		\$97.98	\$97.98	Monthly Recurring Charges (MRC)				Flagstaff, City of
ent to the Carrie	l Terms and Cor		SECTION		\$340.00	\$340.00	One Time Charge or				Of
Service Order. SP, Special	ditions 8.2.1.1	\$195.96	Total Monthly Recurring Charges		\$97.98	\$97.98	MONTHLY RECURRING CHARGES				
* (5) Tota		\$680.00	*(4) Total One Time Charges ** NRC		\$340.00	\$340.00	ONE TIME CHARGES or ** NRC	(2) Contract Term:	Jurisdiction:	Date:	
* (5) Total Construction Waiver(s) Applied:	,	\$0.00	Special Construction Total Cost				(1) Special Construction Costs				
laiver(s) Applied	Applicable Waivers	\$0.00	*(5) Special Construction Waiver				(1) Special Construction Waiver	5 Year Term	INTR	Friday October 25, 2019	
	S	\$0.00	*(6) Special Construction Billable				(1) Special Construction Billable	Term	INTRAstate	per 25, 2019	Jaime Lear
\$0.00	000	\$0.00	*(7) Special Construction Conduit Build				Construction Conduit Build Charge	(4) (4)			

This quote is provided as an attachment to the Carrier Service Order. All Addresses, Products/Services, MRR, NRC, MSP, Special

DHXX.002140..MS. Cost remains \$97.98.

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Oct-25-2019 2:39:37 PM

Deal No.:

indicated within the scope of this quote and subject to the Carrier Construction, Conduit Charges, Contract Term and Waivers are Service Order Terms and Conditions.

By signing the provided Carrier Service Order you are acknowledging this quote and attachments in its entirety

Carrier Services Quote Totals \$195.96 \$0.00

Total Monthly Recurring Charges Due:

Total Monthly Recurring Charges will be indicated on the attache
Total Non Recurring Charges Due:

Total Non Recurring Charges will be indicated on the attached CSOn (6) and

and Conditions of the Carrier Service Order and any applicable applied waivers based on the * Minimum Service Period. TERMS AND CONDITIONS - All products and services listed are governed by tariffs, terms of service, or terms and conditions of Carrier Service Order and State MSA contract ADSPO15-088468 MINIMUM SERVICE PERIOD - The Minimum Service Period is product and/or service specific as indicated in this quote offer. The Minimum Service Period is hereby defined as the minimum period of consecutive months of service required to be maintained and subject to the Terms

SLA - In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html and ** NRC Walver - CenturyLink NRCs specified above are walved so long as such Services ordered hereunder and subject to this walver remains installed and used by Customer for at least the * Minimum Service Period of consecutive months ("Minimum Walver Term"). If this Agreement or any Service subject to this walver is terminated or cancelled prior to the conclusion of the * Minimum Service Period for reasons other than a default by CenturyLink, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section.

SERVICE AVAILABILITY - Service may be subject to network disclosure and availability in some areas. Check with your local sales learn for further details, http://www.centurylink.com/legal/sla.html

previously waived Special Construction Charges being prorated and assessed to the customer bill. If this Agreement or any Service subject to this "Special Construction Charges" waiver is terminated or cancelled prior to the conclusion of the (2) Contract Term, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink Special Construction Charges on a prorated bases from date of install pursuant to this section. Any (1) SPECIAL CONSTRUCTION CHARGES - Special Construction Waiver may be granted with a 5 year Contract Term. This waiver will be subject to the terms and conditions of the CSO. Early termination or disconnect prior to the * (2) Contract Term * will result in some or all of the Special Constructions Charges in excess of the approved Special Construction Waiver amounts, including Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. Any Special

(a) VOICE SERVICES DOMESTIC LONG DISTANCE (LD) is at the State contracted price per minute as indicated in the International Voice Rates tab of the state contract. CSO agreement will indicate "LD Usage Based Service" and is charged based on a per minute of usage. (2) CONTRACT TERM - Contract Term is specified as 5 year term only. E-Rate Only Contract Term is stated as June 30, 2020 only. There are no exceptions to these terms. (2) Contract Term is separate and independent of the * Minimum Service Period. Construction Charges in excess of the approved Special Construction Waiver amounts is non refundable and shall not be included in any prorated amounts in the event of early termination.

TARIFFS - FCC ACCESS SERVICE TARIFF NO. 11 / ACCESS SERVICE TARIFF NO. 4 as applicable and as indicated in attached Carrier Service Order



SOA Carrier Services Order Local (QC) INTRAstate

Address:	Phone Number:	Printed Name:	Date:	Signature:	Customer Name: Flagstaff, City of To verify eligibility, please visit https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative		Extension charges may also be identified in a separate scope of work (SOW). • Early termination shall be in accordance to the Access Service Tariff No.4 Sec. 5.1.3 Special Construction. Access Service Tariff No.4 is available at http://www.centurylink.com/tariffs/az qc acc t no 4.pdf for services provided under this CSO, Customer agrees that termination liability will apply if the the stated above is not met, calculated by Months remaining in the Minimum Service Period x Monthly Cost = MSP Liability.	https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html and http://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html and http://www.centurylink.com/legal/sla.html Services ordered do not include Special Construction Charges and/or Conduit "Extension" Charges as defined in the Scope of Work 8.3.2.2 and Special Conditions 31. Non-Recurring Costs (NRC) and the Total Non Recurring Charge stated above reflect these charges that are agreed to by Customer. Conduit	(CenturyLink Pramata ID: 874449) and is between { Flagstaff, City of LLC, D/B/A CenturyLink QCC for the provisions of services. Pricing for this CSO is based on Attachment II Pricing Structuagreements, special construction charges, and termination charges, as applicable, control to the extent of a conflict with the not modify the Underlying Agreement. This supplement is effective on the date the services become authorized to put the customer represents and certifies that it is a Primary Customer or Other Customer authorized to put accordance with Scope of Work. 7.1.2. Service Level Guarantees, the Service Level Agreement applicable	This CSO (Carrier Service Order) is a supplement to the State of Arizona Telecor	Item 5:	Item 4:	DEON ODOLE	A7CN-00872	Item 1: AZCN-00872 1 12 Months	Description of Service: QC INTRA DS1	Description of Service: QC INTRA DS1
Address: 930 15th Street Denver CO 80202 Gry State zircose	Phone Number: (303)992-6942		Date:	Signature:	Qwest Communications Company, LLC D/B/A CenturyLink, Acting on behalf of itself and as agent for its affiliates	External Link: http://www.centurylink.com/tariffs/az_qc_acc_t_no_4.pdf	5.1.3 Special Construction. Access Service Tariff No.4 is available at r this CSO, Customer agrees that termination liability will apply if the Minimum Service Period Period x Monthly Cost = MSP Liability.	fLandingPage.html and http://www.centurylink.com/legal/sla.html it "Extension" Charges as defined in the Scope of Work 8.3.2.2 and Special Terms and stated above reflect these charges that are agreed to by Customer. Conduit	(CenturyLink Pramata ID: 874449) and is between {	Arizona Service Area: Rural Arizona - 8 hour Travel Time This CSO (Carrier Service Order) is a supplement to the State of Arizona Telecommunications Carrier Services Agreement ADSPO15-088468 ("Underlying Agreement")	20			arge: \$0.00	Total Monthly Recurring Charge: \$195.96 "Total Mon Recurring Charge" and are subject to the Applicable Usage Charges May App. Applicable Usage Charges May App. Applicable Usage Charges May App.		Carrier Service Order Value

Contract OMR No.: N80712, N184251

Deal OMR No.:

ContraX Version: 5P/3.17A3 2019 UEJ 1567868141

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Quote Prepared For:

Quote Prepared By

Customer Name: Flagstaft, City of Customer Address: 211 W Aspen Ave Flagstaft Az Service ID Product Description Service Address Minimum Service Address Minimum Period Monthly Charge or Recurring Charge or Recurring Charge or Period Quantity Charge or Recurring ** NRC AZCN-00905 ISDN PRI 64 Kbps – basic monthly rate 211 W Aspen Ave, Flagstaff 12 Months 2 \$299.00 \$0.00 AZCN-00905 ISDN PRI 64 Kbps – basic monthly rate 211 W Aspen Ave, Flagstaff 12 Months 1 \$299.00 \$0.00 AZCN-00905 Additional Information (as applicable) 200 \$0.00 \$0.00 \$0.00	Applicable NRC Walveri		itions 8.2.1.1 ervice Order.	SO -	Terms and Con	This Quote is provided Per Special Terms and Conditions 8.2.1.1 This quote is provided as an attachment to the Carrier Service Order.	Quote is pro		Jore. 9: 9: 0234-263, circuit ID 10	This is a Monthly Recurring Charge (MHC) Service Based Quote. Applicable NRC's and Usage Charges may apply. Waivers are subject to MSP and Contract Term as applicable. Contract renewal of AD3145 Exp. 8/2/1/9. Account J 928-523-0234-263, circuit ID 102 T12F	This is a Monthly Re Applicable NRC's at Waivers are subject
Date: Date	*(5) Special Construction Waiver \$0.00	Special Construction Total Cost \$0.00	*(4) Total One Time Charges ** NRC	Total Monthly Recurring Charges \$897.00	SECTION	uryLink-	Cent		licable)	Additional Information (as app	
Date: Date											
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Date: Date											
Name: Flagstaff, City of Date: Jurisdiction: STREET B6001 STREET STREET B6001 STREET STREET B6001 STREET STREET B6001 SUBTOTAL SUBTOTAL ONE TIME Charge or CHARGES or STREET STRE			\$0.00	\$299.00	\$0.00	\$299.00	hs 1				
Name: Flagstaff, City of Date: Jurisdiction: Jurisdiction: Jurisdiction: Jurisdiction: Jurisdiction: Jurisdiction: STREET 86001 STREET SUBTOTAL ONE TIME Monthly Charge or RECURRING CHARGES or Period Quantity Charges (MRC) **NRC CHARGES or **NRC SUBTOTAL ONE TIME CHARGES or CHARGES or **NRC SUBTOTAL ONE TIME SUBTOTAL ONE TIME CHARGES or **NRC SUBTOTAL ONE TIME CHARGES or **NRC SUBTOTAL ONE TIME SUBTOTAL ONE TIME CHARGES or **NRC SUBTOTAL ONE TIME SUBTOTAL ONE TIME CHARGES or **NRC SUBTOTAL ONE TIME SUBTOTAL ONE TIME CHARGES or **NRC SUBTOTAL ONE TIME								staff	211 W Aspen Ave, Flag	N PRI 64 Kbps - basic monthly rate	_
Name: Flagstaff, City of 211 W Aspen Ave 211 W Aspen Ave 211 W Aspen Ave STREET AZ AZ APCODE Flagstaff AZ APCODE Wonthly Product Description Service Address Period Product Description Flagstaff AZ B6001 AZ B6001 Monthly Monthly Service Address Period Quantity Charges (MRC) Period CHARGES or CHARGES or CHARGES or **NRC CHARGES **NRC			\$0.00	\$598.00	\$0.00	\$299.00			911 E Sawmill Rd, Flag	N PRI 64 Kbps – basic monthly rate	
Flagstaff, City of 211 W Aspen Ave 211 W Aspen Ave STRET Flagstaff AZ B6001 STATE STATE FOR THE STATE	(1) Special Construction Waiver	(1) Special Construction Costs	SUBTOTAL ONE TIME CHARGES or ** NRC	SUBTOTAL MONTHLY RECURRING CHARGES	One Time Charge or				Service Address	Product Description	AZ Service ID
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Flagstaff, City of 211 W Aspen Ave Jurisd			2) Contract Term:	_				86001	AZ	Flagstaff	
Flagstaff, City of			Jurisdiction:						11 W Aspen Ave		Customer Addres
	Friday October 25, 2019		Date:_						lagstaff, City of		Customer Nam

All Addresses, Products/Services, MRR, NRC, MSP, Special

indicated within the scope of this quote and subject to the Carrier Construction, Conduit Charges, Contract Term and Waivers are Service Order Terms and Conditions.

FLGSAZFYHAA FLGSAZMADC0, and Account J 928-523-1554-752, circuit ID 104A T1ZF FLGSAZFYHAA FLGSAZMADCO, Account J 928-523-0233-262, circuit ID 101 T1ZF

FLGSAZEIHAA FLGSAZMADCO. New rate represents a monthly savings of \$300.

Deal No.:

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By signing the provided Carrier Service Order you are acknowledging this quote and attachments in its entirety

> * (5) Total Construction Waiver(s) Applied: 00.00

Total Non Recurring Charges will be indicated on the attached CSO*(4): (6) and *(7) Total Monthly Recurring Charges will be indicated on the **Total Monthly Recurring Charges Due:** Total Non Recurring Charges Due: Carrier Services Quote Totals \$897.00

• MINIMUM SERVICE PERIOD - The Minimum Service Period is product and/or service specific as indicated in this quote offer. The Minimum Service Period is hereby defined as the minimum period of consecutive months of service required to be maintained and subject to the Terms and Conditions of the Carrier Service Order and any applicable applied waivers based on the * Minimum Service Period. TERMS AND CONDITIONS - All products and services listed are governed by tariffs, terms of service, or terms and conditions of Carrier Service Order and State MSA contract ADSPO15-088468

** NRC Walver - CenturyLink NRCs specified above are waived so long as such Services ordered hereunder and subject to this waiver remains installed and used by Customer for at least the * Minimum Service Period of consecutive months (*Minimum Waiver Term*). If this Agreement or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the * Minimum Service Period for reasons other than a default by CenturyLink, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink NRC(s) waived pursuant to this section.

SLA - In accordance with Scope of Work, 7.1.2. Service Level Guarantees, the Service Level Agreement applicable to the Services under this CSO shall be found at https://www.centurylink.com/Pages/AboutUs/Legal/Tariffs/displayTariffLandingPage.html and http://www.centurylink.com/legal/sla.html

SERVICE AVAILABILITY - Service may be subject to network disclosure and availability in some areas. Check with your local sales team for further details

(1) SPECIAL CONSTRUCTION CHARGES - Special Construction Waiver may be granted with a 5 year Contract Term. This waiver will be subject to the terms and conditions of the CSO. Early termination or disconnect prior to the "(2) Contract Term, will result in some or all of the previously waived Special Construction Charges" waiver is terminated or cancelled prior to the conclusion of the (2) Contract Term, Customer shall be Special Constructions Charges in excess of the approved Special Construction Waiver amounts, including Special Construction Conduit charges will be assessed to the customer and due payable within thirty (30) days of billing statement or signed Scope of Work. Any Special required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Agreement) the amount of the applicable CenturyLink Special Construction Charges on a prorated bases from date of install pursuant to this section. Any

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TARIFFS - FCC ACCESS SERVICE TARIFF NO. 11 / ACCESS SERVICE TARIFF NO. 4 as applicable and as indicated in attached Carrier Service Order



SOA Carrier Services Order Local (QC) INTRAstate

Printed Name: Title: Phone Number: Address: The property of the property o	Flagstaff, City of To verify eligibility, please visit https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative Signature: Date:	Total Monthly Recurring Charge: \$897.00	Description of Service: QC INTRA PRI ISDN
Printed Name: Title: Pricing Offer Management Phone Number: (303)992-6942 Address: 930 15th Street STATE CO 80202 CHY STATE Denver STATE Pricing Offer Management CO 80202	Acting on behalf of itself and as agent for its affillates Signature: Date:	AZ Services ID No. Oty Minimum Services Period 12 Months 12 AZCN-00905 2 12 Months 13 12 Months 14 12 Months 15 AZCN-00905 2 12 Months 16 12 Months 17 Total Monthly Recurring Charge: AZCN-00905 1 12 Months 1 12 M	Carrier Service Order Value

Contract OMR No.: N80712, N184251

Deal OMR No.:

ContraX Version: 5P/3.17A3 2019 UEJ 4439010787

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CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Ryan Roberts, Water Services Engineering

Manager

Co-Submitter: Brad Hill

Date: 04/01/2020 **Meeting Date:** 04/07/2020



TITLE:

<u>Consideration and Approval of Contract:</u> Approval of Amended and Restated Permanent Easement for Wells, Drainage, Sewer, and Water Pipelines (for Fort Tuthill Park and surrounding area development).

STAFF RECOMMENDED ACTION:

- 1. Approve the agreement with Coconino County;
- 2. Authorize the City Manager to execute the necessary documents

Executive Summary:

Approval of this agreement acknowledges existing easements granted by the County and acknowledges existing utility infrastructure built by the City on County property under the previous agreement. This agreement also will provide the City with additional permanent and temporary easements necessary to operate and maintain wells, drainage, sewer, and water lines within city limits and to improve utility service in the Ft. Tuthill County Park. In addition, the agreement provides that Coconino County will construct new sewer lines necessary to serve the Park, and the City will pay for the incremental cost of oversizing the sewer line from 8" up to 18" to meet future development needs in the area.

The County Board of Supervisors approved this agreement at their meeting on March 24.

Financial Impact:

The Water Services Division has \$760,000 budgeted in the FY2019-20 Water Services Enterprise Fund in account #203-08-375-3412-0-4463 for reimbursing Coconino County for upsizing and installing this public sewer infrastructure.

Policy Impact:

None

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

COUNCIL GOALS: 3) provide sustainable and equitable public facilities, services and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Has There Been Previous Council Decision on This:

On March 17, 2009, City Council meeting, the City Council approved the original "Permanent Easement Agreement" for wells, drainage, sewer and water at Fort Tuthill Park. In November 2009 the agreement was amended to clarify the bidding and construction obligations of the parties.

Options and Alternatives:

- 1. Approve agreement and (confirm) reimbursement payment
- 2. Approve the agreement with any City Council approved amendments
- 3. Not approve the revised agreement and have staff continue negotiations.

Background/History:

The City and County entered into a Temporary Easement Agreement in 2006 for the exploration of a well within Fort Tuthill County Park. The City was successful in drilling a well, which is a very productive water source of water for the City of Flagstaff. The City and County then entered into a Permanent Easement Agreement in 2009, that allowed for the design, construction and cost-sharing of a sewer main, wells and well houses (existing and future), water transmission and distribution mains and their easements, within Fort Tuthill County Park. The first phase of the Project was completed in December 2010. The City's cost for the improvements for the well, wellhouse, infrastructure improvements inside the Ft Tuthill Park and the transmission main across Interstate 17 that connects to our water distribution system was \$4,858,279. The County share of that amount for the sewer main was \$300,695.

In 2019, the County approached the City to amend and update the original agreement prepared in 2009. Many of the sections of the original agreement were obsolete and no longer needed. Since September 2019, staff from both the City and County have worked together to prepare this agreement.

This new agreement replaces and updates the original 2009 agreement and the 2009 amendment. The new agreement again provides that the County grants a permanent easement necessary to operate and maintain the existing and future water wells, drainage, sewer lines and waterlines located at Fort Tuthill. Under the original agreement, the City was to construct the sewer line, however, this project is not programmed by the City to occur at this time. The County wishes to proceed now with redevelopment efforts at the Park. Under the new agreement the County will construct sewer lines necessary to provide sewer service to the Park, and the City will pay the incremental costs of upsizing the offsite sewer line in order to provide capacity for future development in the area. The new agreement includes updated provisions related to the bidding and construction of the project. The County will transfer the sewer line improvements to the City for ongoing operations after construction is complete.

Key Considerations:

The substantive revisions in this amended agreement are as follows:

- Added Phase III language stipulating that the county will be responsible for constructing the sewer line and City will pay for the upsizing of this sewer line using capacity fees;
- Added language for recapture agreement, stating the City is willing to consider a 20-year recapture agreement instead of an existing 10-year term (a longer period of time for County to recapture a portion of its costs from future developments in the area);
- Added language specifying the requirement to install sound abatement materials at future pump house #2, similar to what was installed for pump house #1.

At the County's request, a provision has been added stating that the City Council "may" waive applicable water services capacity fees related to the sewer line project for the County. Past practice and current recommendation of staff is to not waive said fees. Should the Council want to do this an in-depth look at existing ordinances would need to occur.

Expanded Financial Considerations:

The Water Services Division has \$760,000 budgeted in the FY2019-20 Water Services Enterprise Fund in account #203-08-375-3412-0-4463 for reimbursing Coconino County for upsizing and installing this public sewer infrastructure. The contract will be awarded to the lowest responsible and responsive bidder for the project including upsizing. The actual cost of upsizing will be determined during the public bidding process and reconciliation of final project costs. Water Services anticipates the upsizing cost to be less than the \$760,000 budgeted amount with the remaining funds to be returned to the sewer enterprise fund.

Community Benefits and Considerations:

By approving this agreement, citizens will receive additional potable water resources and an improved water and sewer system for Fort Tuthill Park. The existing well at Ft Tuthill produces 1200 gallons per minute. An additional future well, currently being developed in this proven area, will be an additional water asset for the City.

Community Involvement:

Inform/Consult

The development of multiple water resources at Fort Tuthill has been discussed in various public forums over the years. In 2004 voters approved a bond election for four new water wells after numerous public meetings.

The Fort Tuthill Sewer Oversizing Reimbursement to Coconino County was discussed during the FY2019-20 proposed budget and Capital Improvement program meetings with City Council members and Water Commission Board members.

Attachments: Original Permanent Easement Agreement with County

Revised Permannent Easement Agreement dated 3-12-2020

Exhibit I showing Easements

WHEN RECORDED, RETURN TO:

City of Flagstaff

Attention: City Clark

PERMANENT EASEMENT FOR WELLS, DRAINAGE, SEWER, AND WATER PIPELINES (Fort Tuthill)

RECITALS

- A. The City, the County and U.S. Bank Trust National Association entered into that certain Agreement for Temporary Easement for Water Well Exploration and Option to Purchase Perpetual Production Water Well Easement dated November 22, 2006, (the "Temporary Easement"). Pursuant to the Temporary Easement, the City was granted a temporary easement for water well exploration within the Fort Tuthill County Park (the "Park") in the area legally defined and depicted on Exhibits "A-1 and A-2" attached hereto and made a part hereof ("Well Easement Area").
- B. In accordance with the rights granted under the Temporary Easement, the City explored and drilled a well upon the Well Easement Area that the City deemed to be of sufficient quantity and quality for its purposes (the "Well").
 - C. The City and the County desire by this Agreement to, among other things:
- i. grant permanent easements for ingress and egress access to, and the location, operation, use and maintenance of, the Well and Well related equipment upon the Well Easement Area;
- ii. grant a permanent easement for a Well Easement Area by the County for a future well and pipelines to the future well;
- iii. grant permanent easements by the County for the location, operation, maintenance, alteration, repair and/or replacement of underground pipelines, and utility services of all types (the "<u>Utility Easement</u>") in the location set forth on <u>Exhibit "B"</u> (the "<u>Utility Easement Area</u>") attached hereto and made a part hereof, including for the construction, operation, maintenance and repair of certain water pipelines (referred to herein as "<u>Water</u>"

<u>Pipelines</u>") within the Utility Easement Area in the approximate locations set forth on <u>Exhibit</u> "B-1" attached hereto and made a part hereof;

- iv. provide for the future grant of additional permanent Utility Easements including those needed for Water Pipelines and Sewer Pipelines by the County through the Park property and from the Park's north boundary to the connection with the proposed Tuthill North subdivision boundary in the approximate locations set forth on Exhibit "C-1" (water) and Exhibit "C-2" (sewer) attached hereto and made a part hereof;
- v. grant a permanent easement by the County for the location, operation, maintenance, alteration, repair and/or replacement of drainage way of all types including, but not limited to, swales, culverts, pipes and other City approved drainage systems (the "<u>Drainage Easement</u>") in the area set forth on <u>Exhibit "F"</u> (the "<u>Drainage Easement Area</u>");
- vi. grant additional permanent Utility Easements by the County for the existing water mains that currently are on the Park property shown in Exhibit "G" (the "Park Utility Easement Area"); and
- vii. allocate the cost to install the Water Pipelines and Sewer Pipelines between the City and the County;

NOW THEREFORE, for and in consideration of the mutual obligations and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County covenant and agree as follows:

1. Wells and Water Pipelines.

- a. Grant of Easement for Well. The County hereby grants to the City and its successors and assigns, an exclusive, permanent easement to construct, install, operate, maintain, repair and/or replace the Well and Well related equipment, pumps, power and all appurtenant facilities (the "Facilities"), upon, across and under the surface of the Well Easement Area that may be necessary or proper pertaining to the extraction of water from the Well and the connection to and distribution through the City's water system, together with such vehicular and pedestrian ingress and egress access to and from the Well Easement Area and other land of the County located adjacent to the Well Easement Area. The County reserves the right to continue to use and operate the area surrounding and in the Well Easement Area for any and all park purposes not inconsistent with the rights and privileges granted herein.
- b. Grant of Easement for Additional Well. If determined by the City, in the City's sole judgment, that an additional well is necessary, the County hereby grants to the City and its successors and assigns, an exclusive, permanent easement to construct, install, operate, maintain, alter, repair and/or replace an additional well and related Facilities, upon, across and under the surface of the future Well Easement Area pertaining to the extraction of water therefrom and to connect to and distribute such water through the City's water system, together with such vehicular and pedestrian ingress and egress access to and from the Well Easement Area and other land of the County located within 2000 feet of the existing Well. The construction of the additional well shall also include, and the County agrees to grant to the City, additional Utility Easements to connect the additional well to the Water Pipelines. The location

of such Utility Easements pertaining to the additional well shall be identified with particularity following the final design by the City. To the extent hydrologically feasible, the City and the County shall, upon mutual agreement, determine the location of the future well and associated utility lines to minimize the disruption to the Park facilities and events. The City shall be responsible for the cost of the design of the additional well, the preparation of the Utility Easements and the cost of construction of the additional well and Water Pipelines. For purposes of this Agreement, all references to the "Well" shall mean and refer to the Well and any additional well drilled upon the Well Easement Area. The County acknowledges and agrees that the Well, the Facilities and the associated water and water rights, including effluent, are owned solely by the City and the County disclaims any interest or right thereto.

- Grant of Utility Easement. The County hereby grants to the City and its successors and assigns, a permanent Utility Easement upon, across and under the surface of the Utility Easement Area. This shall include, but not limited to, Water Pipelines and Sewer Pipelines, including those now existing or hereafter constructed as contemplated by this Agreement, reclaimed water, and other City transmission and distribution lines. The Utility Easement includes the right of vehicular and pedestrian ingress and egress across adjacent property owned or controlled by the County where reasonably required to gain access to the Utility Easement Area. This easement is granted on a non-exclusive basis to the City. The City shall have the right to use the easement for City provided public services associated with City This Utility Easement includes the right to remove, alter or maintain approved utilities. vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of this Utility Easement. Upon completion of any removal, alteration or maintenance of the utility improvements, the City or assigns, shall have the obligation to restore the physical attributes of the Utility Easement Area disturbed by any removal, alteration or maintenance to as near the pre-disturbance condition, or County approved condition, as the physical characteristics of the installed utility permit. The County shall be responsible for the maintenance of the Utility Easement Area surface after the restoration of the area by the City. All utility infrastructure shall be located below ground. Maintenance of the surface appearance of the Utility Easement Area after any disturbance or restoration caused by the City shall remain the responsibility and associated surface maintenance cost of the County. To the extent permitted by Arizona law, the City hereby covenants to indemnify and save County harmless from any liabilities for injuries or damages to persons or property arising out of the City's or its officers', agents', employees', and invitees use of this Utility Easement granted herein.
- d. Well Productivity. The City is solely responsible for the productivity of the Well and any associated groundwater withdrawal issues including claims by third parties arising from the City's ownership, operation, maintenance and delivery of groundwater from the Well. Nothing in this Agreement shall obligate or require the City to drill or operate any Well or any Water Pipelines and the City may at any time cease drawing water from the Well without obligation or liability to the County. Any decision by the City to withdraw groundwater from the Well, or to cease such operation, does not eliminate the City's obligation to provide water and sewer service to the Park as a metered customer as contemplated in this Agreement.
- e. <u>Construction of Laterals on the Park</u>. Upon the City's construction of the Water Pipelines, the City shall construct eight (8) laterals with hydrants within the Park as generally illustrated on the schematic attached hereto as <u>Exhibit H</u>, the exact location of the

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laterals shall be identified with particularity following the final design by Shephard Wesnitzer Inc. (the "Engineer") and mutual agreement of the City and County and shall constitute, and the County hereby grants to the City, an additional easement upon, across and under the surface of the Park in the location of the laterals, for the construction, installation, operation, maintenance, repair and/or replacement of such laterals. Any dispute between the City and County as to the design or location of the laterals and hydrants, should the City and County be unable to reach a mutual decision, shall be decided under the mediation process described in Section 6(e)(i) below. The laterals shall not exceed 30 feet in length. The three (3) closest hydrants to the horse racing track may be used by the County for dust control purposes at the Park and the City shall install water meters on such hydrants after the County requests the meters through the Customer Service Area of the City and pays the designated deposit charges. The County shall pay all water costs and fees at the prevailing "out of City" rates for the usage. In no event shall the County resell any water provided by the City in accordance with the terms of this Agreement.

- f. <u>Temporary Construction Easement</u>. The County hereby grants to the City a temporary construction easement to allow for access roads, construction of the Well, Facilities and bore pit. The temporary construction easement shall be three (3) times the permitted width of the Utility Easement Area.
- g. Pump House Sound Abatement. If the City installs a pump house or similar facility on City owned property located adjacent to the Park, the City shall also install commercially reasonable and customarily available sound abatement materials and/or equipment concurrently with the construction of the pump house. If installed, the City, at the City's cost, will conduct a background sound assessment at the site from the interstate traffic and the sounds from the Well will be mitigated to not exceed those levels by 5 decibels. The noises will be measured at the center of the North Entrance of the Park 10 feet from the edge of the Beulah Boulevard.
- h. <u>Water Related Costs and Phasing</u>. The costs and phasing associated with the construction, installation and usage of water from the Well is subject to the following terms and conditions:
- (i) The cost to install the Well and Water Pipeline and related Facilities shall be allocated in accordance with the Water Cost Sharing Matrix attached hereto as Exhibit "D" and made a part hereof. In the event that the City determines the actual costs associated with the construction of the Well, the Water Pipelines and related Facilities are different that those shown on the Water Cost Sharing Matrix, then the City shall allocate the actual costs in accordance with the same percentages shown on the Water Cost Sharing Matrix. In no instance shall the County's cost for installation of the Well, the Water Pipelines and related Facilities be any amount other than \$0.00 (zero dollars).
- (ii) Upon the recordation of this Agreement (the "Effective Date"), the City agrees to waive (1) the amount of \$6,500.00 corresponding to "in-City" water rates charged by the City to the County for the past three years, and (2) the County's unpaid capacity charge associated with upsizing the existing water meter at the Park from 4" to 6" in the amount of \$26,030.50. Any future water meters obtained or requested to be obtained by the County from

031709

the City shall be the County's obligation and shall be charged at the then current rates for the City's other commercial utility customers.

- (iii) The County is responsible to pay all water related costs and fees associated with the County's water usage at the Park in the same manner and subject to the same rates as other "out of City" users.
- (iv) The Water Pipelines and related Facilities shall be constructed in two phases. Immediately upon the Effective Date, the City may commence Phase I consisting of the construction of the Water Pipelines and related Facilities from the Well, under I-17 and connect to the City's existing facilities at the Pulliam Airport. All costs associated with Phase I, including overhead, shall be paid by the City. Subject to a management intergovernmental agreement between the County and the City, the County shall administer and the City shall pay for the construction of Phase II consisting of the construction of the Water Pipeline from the boundary of the Tuthill North subdivision to the pump house. The County, at the County's cost, will obtain the necessary Utility Easements for the construction of Phase II. The City may elect to use a "Job Order Contractor" or "Construction Manager at Risk Contract" to perform the work, and the funds to pay for the construction will be processed through the County.
- (v) The County shall contract with the Engineer and complete the design of the Phase II Water Pipeline and Sewer Pipeline from the Tuthill North subdivision to the Luke Recreational Center (as defined below) for sewer and from the Tuthill North Subdivision to the City's proposed pump house for water. The City shall be responsible for the design costs of the Phase II Water Pipeline and the County shall be responsible for the design costs of the Sewer Pipeline.
- i. <u>City Election Rights</u>. Water and sewer service by the City to the Park shall not be construed to permit the County to obtain additional water or sewer service or connections at the Park or in other areas of the County without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion.

2. Sewer Pipelines.

a. <u>Grant of Easement for Sewer Pipelines</u>. The County hereby grants to the City, its successors and assigns, a permanent easement to operate, maintain, alter, repair and/or replace the Sewer Pipelines and any related facilities upon, across and under the surface of the Park that may be necessary or proper pertaining to the connection to and collection through the existing sewer system, together with such vehicular and pedestrian ingress and egress access to and from the Sewer Pipeline Easement Area and other land of the County located adjacent to the Sewer Pipeline Easement Area.

b. Sewer Related Costs and Recapture

(i) The cost to install the Sewer Pipeline and related facilities shall be allocated in accordance with the Sewer Cost Sharing Matrix attached hereto as Exhibit "E" and made a part hereof. In the event that the actual costs associated with the construction of the Sewer, the Sewer Pipelines and any related facilities are different than those shown on the Sewer

Cost Sharing Matrix, then the City shall allocate the actual costs in accordance with the same percentages shown on the Sewer Cost Sharing Matrix.

- (ii) The City will administer the recapture with benefited properties and refund the construction costs to the County after the County completes the construction in accordance with the Ordinances of the City.
- (iii) The County is responsible to pay all sewer capacity charges associated with the County's sewer usage at the Park in the same manner and subject to the same rates as other "out of City" users.
- (iv) The City may review the County's sewer capacity costs every five years and the County will be responsible to pay any additional capacity used over and above the use levels established by the City as of the Effective Date, which amounts shall be paid as detailed in the Ordinances of the City. The County may, by written notice to the City, elect to pay the sewer capacity charges in equal installments over ten years from the date of activation of the sewer pipeline and as detailed in the Ordinances of the City.
- (v) The County acknowledges and agrees that the Sewer Pipelines and related facilities are owned solely by the City and the County disclaims any interest or right thereto.
- 3. <u>Shared Costs for Project Overhead and Management</u>. Any general overhead and management costs for Phase II shall be shared equally between the County and the City.
- 4. <u>Luke Air Force Base Recreational Center</u>. The County and the City acknowledge and agree that the Luke Air Force Base Recreational Center located adjacent to the Park (the "<u>Luke Recreational Center</u>") shall not be included in the County's sewer or water account, but shall have a separate and distinct water and sewer utility account. The City and the County shall each use commercially reasonable, good faith efforts to establish the proportionate costs applicable to the Luke Recreational Center. The Luke Recreational Center currently has its meter flow pass through the Park's meter with the City hand calculating the deduction to the Park meter with the Park and Luke Recreation Center having separate accounts. Following construction, the flows will not pass through the Park's meter and Luke Air Force Base and the County will have separate accounts and metering.
- 5. <u>Drainage Easement</u>. The County hereby grants to the City, its successors and assigns, a permanent Drainage Easement upon the Drainage Easement Area. This easement includes the right of vehicular and pedestrian ingress and egress across adjacent property owned or controlled by the County where reasonably required to gain access to the Drainage Easement Area. This Drainage Easement is granted on a non-exclusive basis to the City and the City shall have the right to use the easement for public utility services associated with City approved drainage appurtenances. This Drainage Easement includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of this Drainage Easement. The City shall use its reasonable efforts to coordinate with the County to avoid the disruption of natural resources. Upon completion of any removal, alteration or maintenance of the utility improvements, the City or assigns, shall have the

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obligation to restore the physical attributes of the Drainage Easement Area disturbed by any removal, alteration or maintenance to as near the pre-disturbance condition, or County approved condition, as the physical characteristics of the installed utility permit. The County shall be responsible for the maintenance of the Utility Easement Area surface and associated surface maintenance costs after the restoration of the area by the City. To the extent permitted by Arizona law, the City hereby covenants to indemnify and save County harmless from any liabilities for injuries or damages to persons or property arising out of the City's or its officers', agents', employees', and invitees of this Drainage Easement granted herein.

6. General Provisions.

- a. <u>Use of Easements</u>. The City and the County shall each reasonably cooperate with the other in order to coordinate construction, installation, maintenance and repair activities upon the Well Easement Area, the Water Pipeline Easement Area and the Sewer Pipeline Easement Area so as not to unreasonably interfere with or disrupt the activities performed from time to time at the Park.
- b. <u>Authorization</u>. The parties to this Agreement represent and warrant that the persons executing this Agreement on their behalves have full authority to bind the respective parties.
- c. <u>Temporary Easement</u>. As of the Effective Date of this Agreement, the Temporary Easement and the parties' respective obligations and liabilities thereunder are hereby terminated and of no further force or effect.
- d. <u>Cancellation</u>. This Agreement is subject to the cancellation provisions of Arizona Revised Statutes § 38-511.

e. <u>Dispute Resolution</u>.

- (i) Mediation. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org. with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.
- (ii) <u>Litigation and Attorneys' Fees</u>. Except as otherwise agreed by the parties, any litigation brought by any party against any other party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at

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law or in equity is instituted between the parties in connection with this Agreement, the prevailing party or parties in the action will be entitled to its costs and expenses including reasonable attorneys' fees and court costs from the non-prevailing party or parties.

f. <u>Liability and Indemnification</u>.

- (i) The City shall defend against and be responsible for any and all damages arising now and in the future from the activities of the City, its agents, employees and contractors, in the exercise of its rights under the Agreement on the Well Easement Area, the Water Pipeline Easement Area and Sewer Pipeline Easement Area and shall repair such damage, or in lieu thereof and at the option of the County, make a mutually agreeable settlement with the County for such damages. The City hereby covenants and agrees to indemnify, defend and hold the County harmless for, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever (collectively, the "Claims") that may arise or result from any act, action or omission of the City in connection with the activities of the City, its employees, agents, contractors and invitees as contemplated under this Agreement.
- (ii) The County shall defend against and be responsible for any and all damages arising now and in the future from the activities of the County, its agents, employees and contractors, in the exercise of its rights under the Agreement on the Well Easement Area, the Water Pipeline Easement Area and Sewer Pipeline Easement Area and shall repair such damage, or in lieu thereof and at the option of the City, make a mutually agreeable settlement with the City for such damages. The County hereby covenants and agrees to indemnify, defend and hold the City harmless for, from and against any and all Claims that may arise or result from any act, action or omission of the County in connection with the activities of the County, its employees, agents, contractors and invitees as contemplated under this Agreement.
- g. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.
- h. <u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of Arizona and shall be deemed made and entered into in Coconino County.
- i. <u>Modification</u>. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.
- j. Run with Land. All of the covenants set forth herein constitute covenants that run with the land, and those covenants and all conditions set forth herein shall inure to the benefit of and shall be binding upon the authorized successors in interest of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first set forth above.

CITY OF FLAGSTAFF, an Arizona municipal
corporation
0200
By:
Attest:
Laura Matthews for
City Clerk
Approved as to Form:
M take for
City Attorney

COCONINO COUNTY, a political subdivision of the State of Arizona

Matt Ryan Chairman

Attest:

Clerk of the Board

Approved as to Form:

County Attorney

STATE OF ARIZONA)) ss.
County of Coconino	,
The foregoing instrum Sara Presier Arizona municipal corporation	tent was acknowledged before me on April 6, 2009, by the Wayor of the City of Flagstaff, an n, acting for and on behalf thereof.
My Commission Expires:	Notary Public Notary Public
Oct. 03, 2011	DEBRA HUPF Notary Public - Arizona Coconino County My Carryn, Bupton Cot 23, 2811
STATE OF ARIZONA County of Coconino)) ss.
The foregoing instrume by Nath Ryan political subdivision of the Sta	ent was acknowledged before me on April , 2009, , the Chairman Bos of Coconino County, a te of Arizona, acting for and on behalf thereof.
My Commission Expires:	Notary Public OFFICIAL SEAL
April 24, 2012	LAURA MATTHEWS Notary Public - State of Artzona COCONINO COUNTY My Comm. Expires April 24, 2012

EXHIBIT "A" DESCRIPTION OF WELL EASEMENT AREA

LOCATED IN THE northeast one-quarter of Section 6, Township 20 North, Range 7 East of the Gila and Salt River Meridian (NE/4 of Sec. 6, T20N, R7E, G&SRM), Coconino County, Arizona;

LYING WITHIN Parcel No. 2 as described in Instrument 3080890 per the Coconino County Recorder's Office;

AND BEING a square parcel of land more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northeast corner of the NE/4 of Section 6 and also the Closing Corner for Sections 5 and 6 which point is marked by an aluminum cap marked "NES RLS 14671", thence South 0 degrees 39 minutes 19 seconds East along the east line of the NE/4 Section 6 a distance of 2659.61 feet to the quarter corner between Section 5 and Section 6 as marked by a City of Flagstaff aluminum cap:

THENCE South 0 degrees 39 minutes 14 seconds East along the east line of the SE/4 Section 6 a distance of 78.00 feet to a point;

THENCE South 89 degrees 33 minutes 30 seconds West a distance of 93.50 feet to a point;

THENCE North 67 degrees 56 minutes 30 seconds West a distance of 620.00 feet to a point;

THENCE South 89 degrees 33 minutes 30 seconds West a distance of 166.00 feet to the TRUE POINT OF BEGINNING of this easement description.

THENCE South 28 degrees 26 minutes 30 seconds East a distance of 54.00 feet to a point;

Continue...

...continued.

THENCE South 61 degrees 33 minutes 30 seconds West a distance of 200.00 feet to a point;

THENCE N 28 degrees 26 minutes 30 seconds West a distance of 200.00 feet to a point;

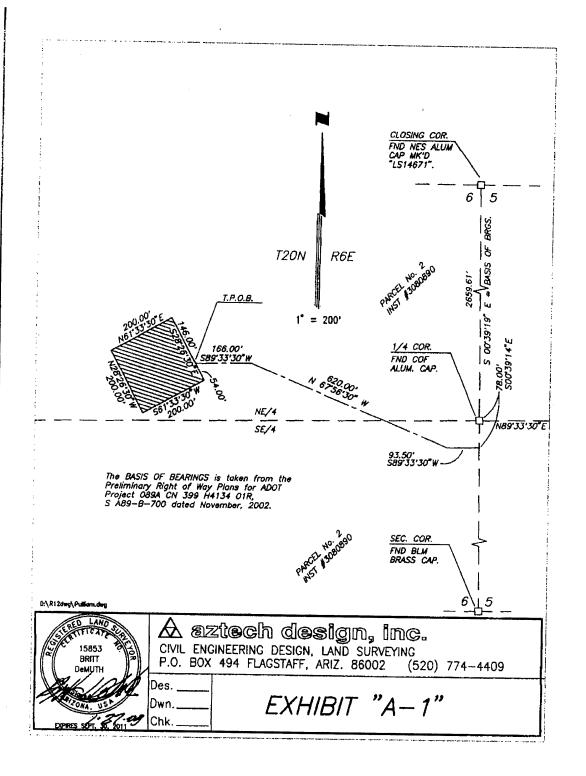
THENCE North 61 degrees 33 minutes 30 seconds East a distance of 200.00 feet to a point:

THENCE South 28 degrees 26 minutes 30 seconds East a distance of 146.00 feet to the TRUE POINT OF BEGINNING of this easement description.

The Easement, as described above, contains 40,000 square feet of land and is depicted graphically in EXHIBIT "A-1" attached and made a part hereof by this reference.

PREPARED BY:

Aztech Design, Inc. PO Box 494 Flagstaff, Arizona 86002 fn c:mary\coftuthill.doc DEMOTING TO THE PROPERTY OF TH



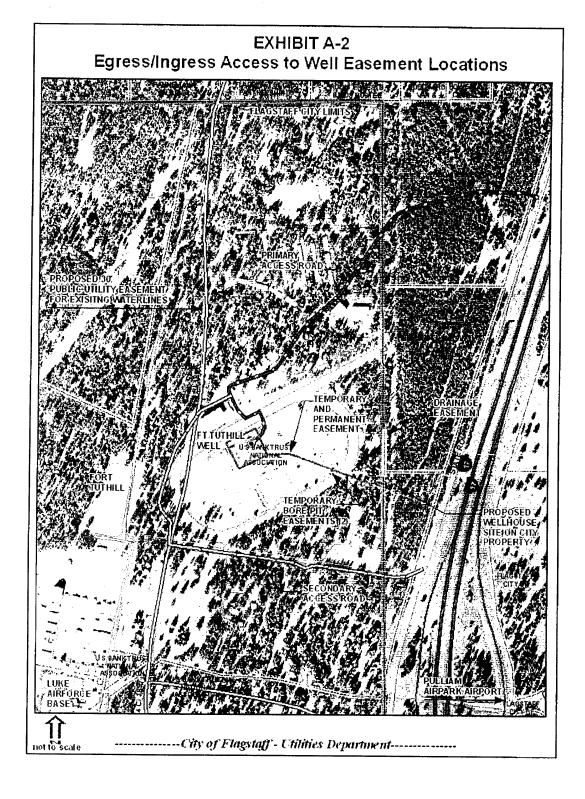


EXHIBIT "B" DESCRIPTION OF UTILITY EAS :MENT AREA

LOCATED IN THE northeast one-quarter and the southeast one-quarter of Section 6, Township 20 North, Range 7 East of the Gila and Salt River Meridian (NE/4 and SE/4 of Sec. 6, T20N, R7E, G&SRM), Coconino Crunty Arizona;

LYING WITHIN Parcel No. 2 as described *. Instrument J080890 per the Coconino County Recorder's Office;

AND BEING A STRIP OF LAND twenty (20) feet in width encompassing fourteen (14) feet on the left (southerly side) and six (6) feet on the right (northerly side) of the line between the TRUE POINT OF BEGINNING and the TERMINUS POINT described herein.

COMMENCING FOR REFERENCE at the northeast corner of the NE/4 of Section 6 and also the Closing Corner for Sections 5 and 6 which point is marked by an aluminum cap marked "NES RLS 14671", thence South 0 degrees 39 minutes 19 seconds East along the east line of the NE/4 Section 6 a distance of 2659.61 feet to the quarter corner between Section 5 and Section 6 as marked by a City of Flagstaff aluminum cap:

THENCE South 0 degrees 39 minutes 14 seconds East along the east line of the SE/4 Section 6 a distance of 78.00 feet to the TRUE POINT OF BEGINNING of this easement description. The easement is twenty (20) feet in width encompassing fourteen (14) feet on the left (southerly side) and six (6) feet on the right (northerly side) of the following described line:

THENCE South 89 degrees 33 minutes 30 seconds West a distance of 93.50 feet to a point;

THENCE North 67 degrees 56 minutes 30 seconds West a distance of 620.00 feet to a point;

Continue...

...continued.

THENCE South 89 degrees 33 minutes 30 seconds West a distance of 260.00 feet to a point;

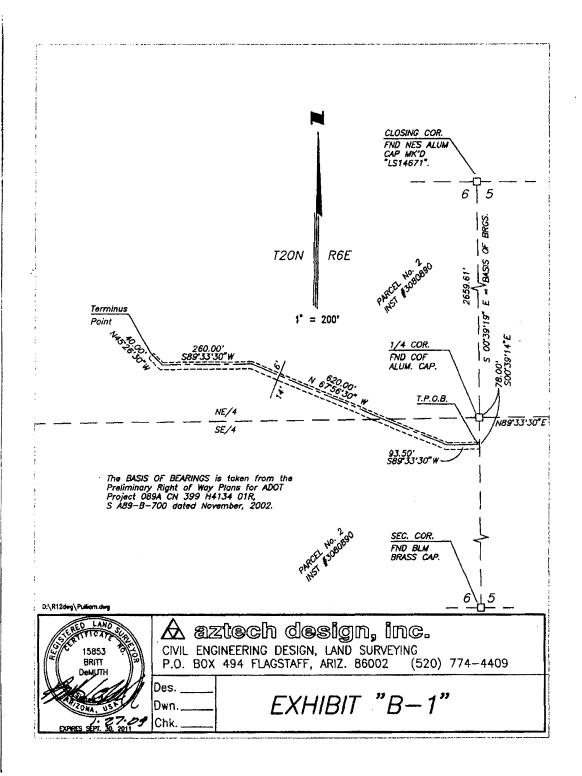
THENCE North 45 degrees 26 minutes 30 seconds West a distance of 40.00 feet to the TERMINUS POINT of this easement description.

The Easement, as described above, contains 19,870 square feet of land and is depicted graphically in EXHIBIT "B-1" attached and made a part hereof by this reference.

PREPARED BY:

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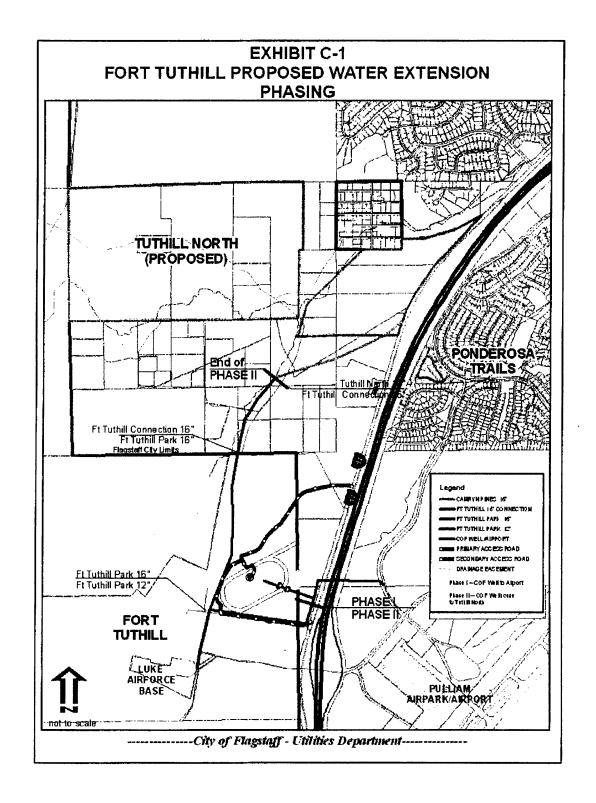


EXHIBIT "C-2"

SEWER PIPELINE EXTENSION

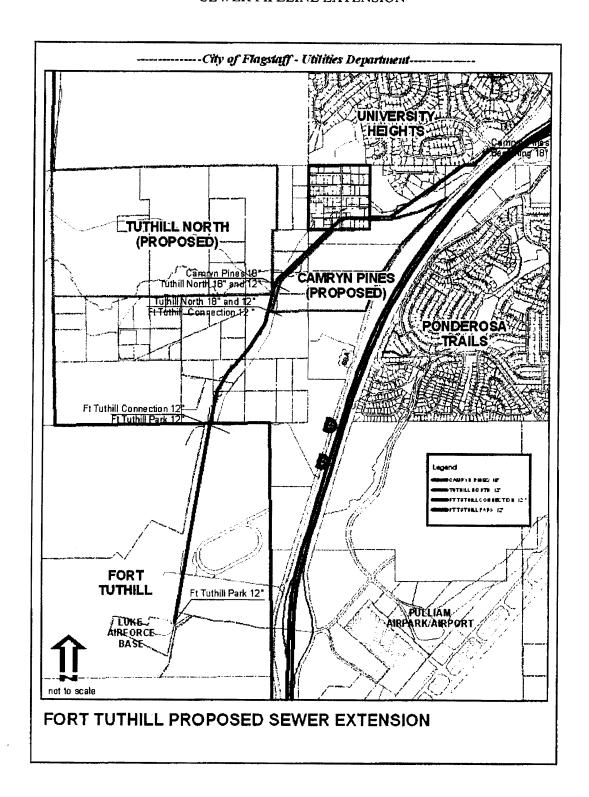


EXHIBIT "D"

WATER COST SHARING MATRIX

Fort Tuthill Water - Cost Sharing Matrix

WATER	Length Feet	Cost to Upsize 8"-16"	Total	City Portion	Fort Tuthill Portion	Camryn Pines Portion	Tuthill North Portion	Others
Cemryn Pines	TEN ME							
16" PVC Water from Univ Hts	4900	\$255,000	\$752,000	\$0	\$30,600	\$497,000	\$43,605	\$67,320
Camryn Pines 8' Loop Contribution	3100	N/A	\$295,000			\$295,000		
Tuthii News	17.4							
16" PVC Water	2400	\$125,000			\$18,125	\$0	\$218,000	\$106,875
Fort Tuthill	1							
16" PVC to Fort Tuthill property	3200	\$166,400			\$291,200	\$0	\$32,448	\$133,952
30 ' PUE Easement, approx 1.5 acres			TBD					
City of Far-Built Supplies (1984)								
16" PVC Water	4800	N/A	\$686,400	\$686,400	\$0	\$0	\$0	\$0
CIC OFF THE SECOND SECO			***					
8" PVC Water under Racetrack	1200	N/A	\$225,000	\$225,000	\$0	\$0	\$0	\$0
30 ' PUE Easement, Wells and pipeline approx	1 acre		\$175,422	\$175,422	(\$175,422)		<u> </u>	
	200 C	side: Time	THE RES		1			
18" DI Water + 30" Bore under Beulah and I-17	3150	N/A	\$825,000	\$825,000				
City of Bank Mile It I Alary Black in the	三个的标识		17.815.2000	\$132,000	(\$132,000)			
CHANGE STATE			128,000	\$26,003	(\$26,003)			
City of Furnish and due - sugar a sugar	36			\$6,500	(\$6,500)			
Fort Tuthill Portion of Reservation			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$48,725	(\$48,725)			
	Tot	al Project	\$3,797,228					
			City Portion	\$2 125 050				

City Portion \$2,125,050
County Portion \$0

	Recapture Amount - Proportionate share							
Pipe Segment	Cost to Upsize 8"-16"	Fort Tuthill	Surrounding Parcels	Tuthill North	State Land	Fairways at FRGC		
Camryn Pines	\$255,000	4 30,800	77 .77.70. 1 1	¥43,866	\$67,320	\$35,190		
Camryn to Tuthill North	\$125,000	4/0/125/	N 46-20	\$0	\$39,750	\$20,875		
Tuthiil North to Fort Tuthill	310,400	40	第 数 17.600 6 8		\$49,920	\$26 ,125		
Total	is	\$48,725	\$182,442	\$76,053	\$156,990	\$82,190		

EXHIBIT "E"

SEWER COST SHARING MATRIX

Fort Tuthill Sewer - Cost Sharing Matrix

SEWER	Length Feet	Cost to Upsize 8"-18"	Total	City Portion	Fort Tuthili Portion	Luke AFB Portion	Camryn Pines Portion	Tuthill North Portion	Others
Camryn Pines			SALAH DEPE						
18" PVC Sewer from Univ Hts	5600	\$400,000			\$38,000	\$12,000	\$730,000	\$68,400	\$283,600
Tuthii North	arrest (d.)	想。原理	建筑机位在						
18" PVC Sewer	700	\$50,000	\$140,000	\$0	\$5,438	\$1,813	\$0	\$0	\$42,750
12" PVC Sewer	900	\$18,000	\$130,000	\$0	\$13,500	\$4,500	\$0	\$112,000	\$0
Fort Tutiliti Connection	7 E 1 1 1		了来!"马高克克						
12" PVC to Fort Tuthill property	2400	\$47,000	\$338,000	\$0	\$291,000	\$4,183	\$0	\$0	\$47,000
30 ' PUE Easement, approx 1.5 acres			TBD						
Fort Tuthill Onsite	经展入的		. 特别的 (· 莫尔)						
12" PVC Sewer	4000	\$96,400	\$504,400	\$0	\$504,400	\$0	\$0	\$0	\$0
Fort Tuthill Tap Free	1919		\$194315	\$0	\$194,515	TBD			
	To	al Project	\$2,436,915						

County Portion \$1,044,853

Recapture Amount - Proportionate share							
Pipe Segment	Cost to Upsize	Fort Tuthili	Luke AFB	Surrounding Parcels	Tuthill North	State Land	Fairways at FRGC
18" Camryn Pines	\$400,000	\$38,000	\$12,000	\$122,800	\$68,400	#106,600	\$55,200
			E 1.812				
12" Tuthill North to Fort Tuthill 12" Port Tuthill Onallo							74.2
Totals		\$54,938	\$118,896	\$184,117	\$68,400	\$121,500	\$63,550

EXHIBIT "F" DESCRIPTION OF DRAINAGE EASEMENT AREA

LOCATED IN THE northeast one-quarter and the southeast one-quarter of Section 6, Township 20 North, Range 7 East of the Gila and Salt River Meridian (NE/4 and SE/4 of Sec. 6, T20N, R7E, G&SRM), Coconino County, Arizona;

LYING WITHIN Parcel No. 2 as described in Instrument 3080890 per the Coconino County Recorder's Office;

AND BEING A STRIP OF LAND twenty (20) feet in width more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northeast corner of the NE/4 of Section 6 and also the Closing Corner for Sections 5 and 6 which point is marked by an aluminum cap marked "NES RLS 14671", thence South 0 degrees 39 minutes 19 seconds East along the east line of the NE/4 Section 6 a distance of 2659.61 feet to the quarter corner between Section 5 and Section 6 as marked by a City of Flagstaff aluminum cap, which point is the TRUE POINT OF BEGINNING of this easement description;

THENCE South 0 degrees 39 minutes 14 seconds East along the east line of the SE/4 Section 6 a distance of 30.00 feet to a point;

THENCE South 89 degrees 20 minutes 41 seconds West a distance of 20.00 feet to a point;

THENCE North 0 degrees 39 minutes 19 seconds West a distance of 200.00 feet to a point;

THENCE North 89 degrees 20 minutes 41 seconds East a distance of 20.00 feet to a point on the east line of the NE/4 Section 6;

THENCE South 0 degrees 39 minutes 19 seconds East along the east line of the NE/4 Section 6 a distance of 170.00 feet to the TRUE POINT OF BEGINNING of this easement description.

Continue...

...continued.

The Easement, as described above, contains 4,000 square feet of land and is depicted graphically in EXHIBIT "F-1" attached and made a part hereof by this reference.

PREPARED BY:

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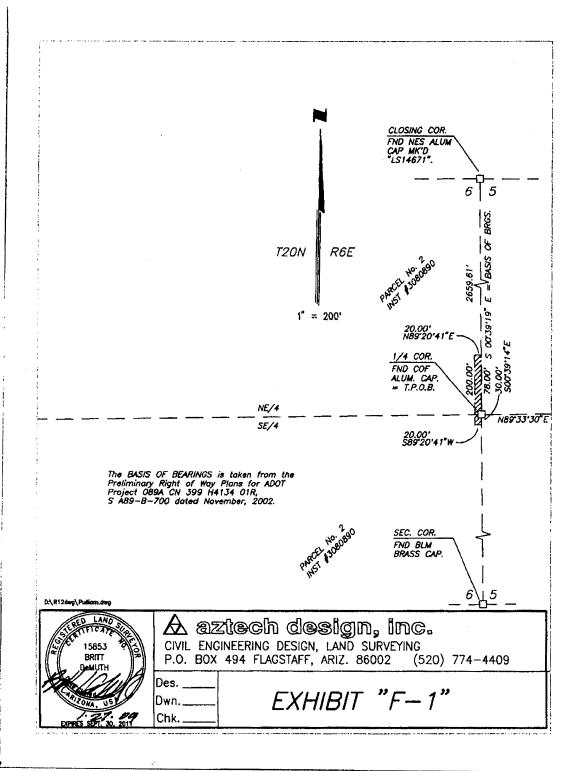


EXHIBIT "G" DESCRIPTION OF A BLANKET EASEMENT FOR EXISTING CITY OF FLAGSTAFF WATER MAINS

LOCATED IN THE northeast one-quarter and the southeast one-quarter of Section 6, Township 20 North, Range 7 East of the Gila and Salt River Meridian (NE/4 and SE/4 of Sec. 6, T20N, R7E, G&SRM), Coconino County, Arizona;

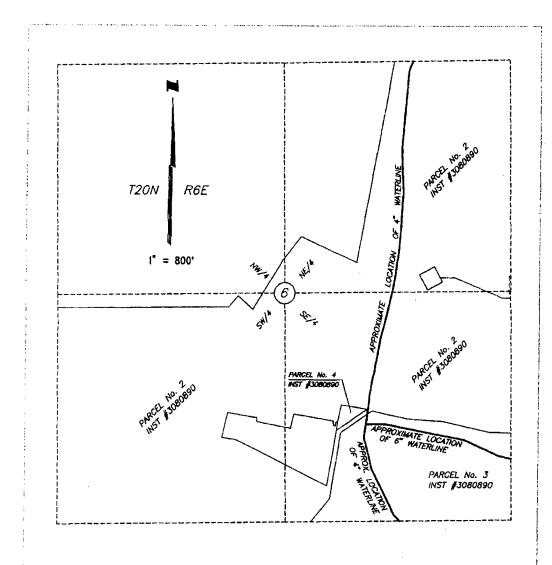
OVER PARCEL No. 2, Parcel No. 3 and Parcel No. 4 as described in Instrument 3080890 per the Coconino County Recorder's Office.

AND LIMITED TO all those areas within ten (10) feet of the existing 4" and 6" diameter waterlines shown in their approximate locations per EXHIBIT "G-1" attached and made a part hereof by this reference.

PREPARED BY:

Aztech Design, Inc. PO Box 494 Flagstaff, Arizona 86002 In cimary\coftuthill.doc





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A 2Z1@Ch d@Sign, inc.

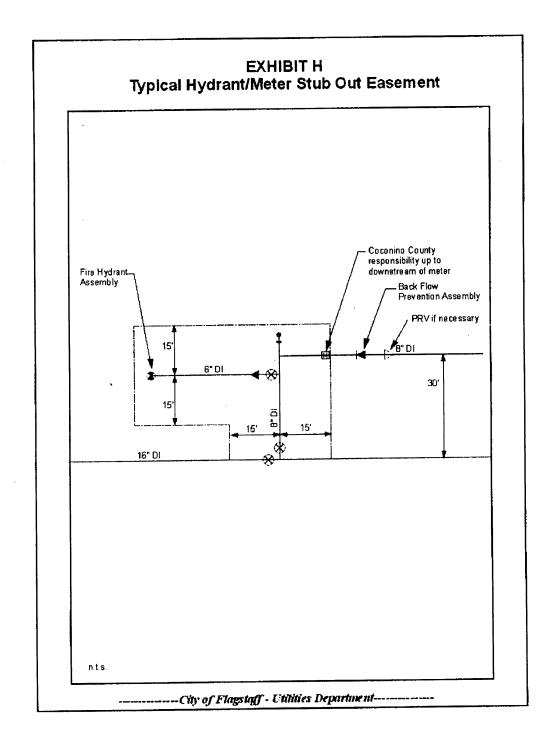
CIVIL ENGINEERING DESIGN, LAND SURVEYING
P.O. BOX 494 FLAGSTAFF, ARIZ. 86002 (520) 774-4409

Des.

Dwn.

Chk.

EXHIBIT "G-1"



WHEN REC	<u>OKDED,</u>	KETUKI	<u> 10</u>
Attention:			

WHEN DECORDED DECIDIO

AMENDED AND RESTATED PERMANENT EASEMENT FOR WELLS, DRAINAGE, SEWER, AND WATER PIPELINES (Fort Tuthill)

THIS	AMENDED	AND I	RESTATED	PERMANENT	EASEMENT	FOR	WELLS,
DRAINAGE,	SEWER ANI	O WATE	R PIPELINE	ES (this "Agreem	ent") is made t	his	day
of	, 2020, betw	veen TH	E CITY OF I	FLAGSTAFF, an	Arizona munic	cipal co	orporation
(the "City")	and COCONI	NO COU	JNTY, a po	litical subdivision	n of the State	of Ari	zona (the
"County").			_				

RECITALS

- A. The City, the County and U.S. Bank Trust National Association entered into that certain Agreement for Temporary Easement for Water Well Exploration and Option to Purchase Perpetual Production Water Well Easement dated November 22, 2006, (the "Temporary Easement"). Pursuant to the Temporary Easement, the City was granted a temporary easement for water well exploration within the Fort Tuthill County Park (the "Park") in the area legally defined and depicted on Exhibits "A-1 and A-2" attached hereto and made a part hereof ("Well Easement Area").
- B. In accordance with the rights granted under the Temporary Easement, the City explored and drilled a well upon the Well Easement Area that the City deemed to be of sufficient quantity and quality for its purposes (the "Well").
- C. The City and the County entered into a Permanent Easement for Wells, Drainage, Sewer and Water Pipelines recorded on April 6, 2009, in the records of the Coconino County Recorder instrument no. 3519405, and entered into an Amendment, recorded on November 23, 2009, in the records of the Coconino County Recorder, instrument no. 3545682.
- D. This Amended and Restated Permanent Easement for Wells, Drainage, Sewer and Water Pipelines will serve to replace the prior recorded instrument nos. 3519405 and 3545682, memorialize the current status of the work, and serve as an updated agreement of the parties.
- E. The parties entered into a separate Sewer, Water and Reclaimed Water Pipeline Easement, recorded on November 5, 2009 in the records of the Coconino County Recorder's Office instrument no. 3543878, granting to City an easement for sewer and water pipelines within the Park boundaries.

F. The City and the County desire by this Agreement to, among other things:

i. grant permanent easements to the City for ingress and egress access to, and the location, operation, use and maintenance of, the Well and Well related equipment upon the <u>Well Easement Area</u> shown <u>in Exhibits "A", "A-1" and "A-2"</u> attached hereto and made a part hereof (Fort Tuthill Well #1 was completed July 7, 2010);

ii.grant a permanent easement for a Well Easement Area to the City for a future well and pipelines to the future well (Fort Tuthill Well #2);

iii.grant permanent easements to the City for the location, operation, maintenance, alteration, repair and/or replacement of underground pipelines, and utility services of all types (the "<u>Utility Easement</u>") in the location set forth on <u>Exhibit "B"</u> (the "<u>Utility Easement Area</u>") attached hereto and made a part hereof, including for the construction, operation, maintenance and repair of certain water pipelines (referred to herein as "<u>Water Pipelines</u>") within the Utility Easement Area in the approximate locations set forth on <u>Exhibit "B-1"</u> attached hereto and made a part hereof (the Water Pipeline from Fort Tuthill Well #1 to the Pumphouse was completed on July 7, 2010);

iv.grant additional permanent Utility Easements to City for <u>Water Pipelines</u> and Sewer Pipelines through the Park property and from the Park's north boundary to the connection with the City boundary in the approximate locations as conceptually depicted in <u>Exhibit "C-1"</u> (water) and Exhibit "C-2" (sewer) attached hereto and made a part hereof;

v.allocate the cost to install the Water Pipelines and Sewer Pipelines between the City and the County (former cost sharing matrices Exhibits "D" and "E" are obsolete and have been omitted);

vi. grant a permanent easement to the City for the location, operation, maintenance, alteration, repair and/or replacement of drainage way of all types including, but not limited to, swales, culverts, pipes and other City approved drainage systems (the "<u>Drainage Easement</u>") for Fort Tuthill Well #1 in the area set forth on <u>Exhibit "F" and "F-1"</u> (the "<u>Drainage Easement</u> <u>Area</u>") and for Fort Tuthill Well #2 in a different area to be determined;

vii. grant additional permanent Utility Easements to the City for the existing water mains that currently are on the Park property as conceptually shown in <u>Exhibit "G" and "G-1"</u> (the "<u>Park Utility Easement Area</u>");and

viii.provide for City construction of laterals in the Park as shown in Exhibit "H" ("Laterals");

ix. grant all other permanent and temporary easements necessary for the Phase III Sewer Line project, as shown in Exhibit "I" ("Sewer Pipeline Easements")

NOW THEREFORE, for and in consideration of the mutual obligations and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County covenant and agree as follows:

I. WELLS AND WATER PIPELINES

- 1. Grant of Easement for Well (Fort Tuthill Well #1). The County hereby grants to the City and its successors and assigns, an exclusive, permanent easement to construct, install, operate, maintain, repair and/or replace the Well and Well related equipment, pumps, power and all appurtenant facilities (the "Facilities"), upon, across and under the surface of the Well Easement Area (Exhibits "A", "A-1" and "A-2") that may be necessary or proper pertaining to the extraction of water from the Well and the connection to and distribution through the City's water system, together with such vehicular and pedestrian ingress and egress access to and from the Well Easement Area and other land of the County located adjacent to the Well Easement Area. The County reserves the right to continue to use and operate the area surrounding and in the Well Easement Area for any and all park purposes not inconsistent with the rights and privileges granted herein.
- Grant of Easement for Additional Well (Fort Tuthill Well #2). If determined by the City, in the City's sole judgment, that an additional well is necessary, the County hereby grants to the City and its successors and assigns, an exclusive, permanent easement to construct, install, operate, maintain, alter, repair and/or replace an additional well and related Facilities, upon, across and under the surface of the future Well Easement Area pertaining to the extraction of water therefrom and to connect to and distribute such water through the City's water system, together with such vehicular and pedestrian ingress and egress access to and from the Well Easement Area and other land of the County located within 2000 feet of the existing Well. The construction of the additional well shall also include, and the County agrees to grant to the City, additional Utility Easements to connect the additional well to the Water Pipelines. The location of such Utility Easements pertaining to the additional well shall be identified with particularity following the final design by the City. To the extent hydrologically feasible, the City and the County shall, upon mutual agreement, determine the location of the future well and associated utility lines to minimize the disruption to the Park facilities and events. The City shall be responsible for the cost of the design of the additional well, the preparation of the Utility Easements and the cost of construction of the additional well and Water Pipelines. For purposes of this Agreement, all references to the "Well" shall mean and refer to the Well and any additional well drilled upon the Well Easement Area. The County acknowledges and agrees that the Well, the Facilities and the associated water and water rights, including effluent, are owned solely by the City and the County disclaims any interest or right thereto.
- 3. Grant of Utility Easement. The County hereby grants to the City and its successors and assigns, a permanent Utility Easement upon, across and under the surface of the Utility Easement Area (Exhibits "B" and "B-1"). This shall include, but not limited to, Water Pipelines and Sewer Pipelines, including those now existing or hereafter constructed as contemplated by this Agreement, reclaimed water, and other City transmission and distribution lines. The Utility Easement includes the right of vehicular and pedestrian ingress and egress across adjacent property owned or controlled by the County where reasonably required to gain access to the Utility Easement Area. This easement is granted on a non-exclusive basis to the City. The City shall have the right to use the easement for City provided public services associated with City approved utilities. This Utility Easement includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of this Utility Easement. Upon completion of any removal, alteration or maintenance of the

utility improvements, the City or assigns, shall have the obligation to restore the physical attributes of the Utility Easement Area disturbed by any removal, alteration or maintenance to as near the pre-disturbance condition, or County approved condition, as the physical characteristics of the installed utility permit. The County shall be responsible for the maintenance of the Utility Easement Area surface after the restoration of the area by the City. All utility infrastructure shall be located below ground. Maintenance of the surface appearance of the Utility Easement Area after any disturbance or restoration caused by the City shall remain the responsibility and associated surface maintenance cost of the County. To the extent permitted by Arizona law, the City hereby covenants to indemnify and save County harmless from any liabilities for injuries or damages to persons or property arising out of the City's or its officers', agents', employees', and invitees use of this Utility Easement granted herein.

- 4. Well Productivity. The City is solely responsible for the productivity of the Wells and any associated groundwater withdrawal issues including claims by third parties arising from the City's ownership, operation, maintenance and delivery of groundwater from the Wells. Nothing in this Agreement shall obligate or require the City to drill or operate any Well or any Water Pipelines and the City may at any time cease drawing water from the Wells without obligation or liability to the County. Any decision by the City to withdraw groundwater from the Wells, or to cease such operation, does not eliminate the City's obligation to provide water and sewer service to the Park contemplated as a metered customer as in this Agreement.
- 5. Drainage Easements for Fort Tuthill Well #1. The County hereby grants to the City, its successors and assigns, a permanent Drainage Easement upon the Drainage Easement Area (Exhibit "F" and "F-1") for Fort Tuthill Well #1. This easement includes the right of vehicular and pedestrian ingress and egress across adjacent property owned or controlled by the County where reasonably required to gain access to the Drainage Easement Area. This Drainage Easement is granted on a non-exclusive basis to the City and the City shall have the right to use the easement for public utility services associated with City approved drainage appurtenances. This Drainage Easement includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of this Drainage Easement. The City shall use its reasonable efforts to coordinate with the County to avoid the disruption of natural resources. Upon completion of any removal, alteration or maintenance of the utility improvements, the City or assigns, shall have the obligation to restore the physical attributes of the Drainage Easement Area disturbed by any removal, alteration or maintenance to as near the predisturbance condition, or County approved condition, as the physical characteristics of the installed utility permit. The County shall be responsible for the maintenance of the Utility Easement Area surface and associated surface maintenance costs after the restoration of the area by the City. To the extent permitted by Arizona law, the City hereby covenants to indemnify and save County harmless from any liabilities for injuries or damages to persons or property arising out of the City's or its officers', agents', employees', and invitees of this Drainage Easement granted herein.

6. <u>Drainage Easements for Fort Tuthill Well #2.</u>

a. <u>Location</u>. The exact location of the Drainage Easement for Fort Tuthill Well #2 is to be determined. The City shall submit to the County a proposed Drainage Easement Area Exhibit prior to construction to be approved by County. Upon approval of the Drainage Easement Area,

the City shall prepare a Legal Description and Exhibit to be recorded and attached to this document. The City shall be responsible for design and construction of all improvements required for the Drainage Easement including but not limited to culverts, swales, headwalls, road crossings and reconstruction. The Drainage Easement shall not create drainage issues or unduly impact Park use.

- The County hereby grants to the City, its successors and assigns, a b. permanent Drainage Easement in such area needed for future Well #2. This easement includes the right of vehicular and pedestrian ingress and egress across adjacent property owned or controlled by the County where reasonably required to gain access to the Drainage Easement Area. This Drainage Easement is granted on a non-exclusive basis to the City and the City shall have the right to use the easement for public utility services associated with City approved drainage appurtenances. This Drainage Easement includes the right to remove, alter or maintain vegetation, improvements, or obstructions within the limits of the easement that conflict with the legitimate use of this Drainage Easement. The City shall use its reasonable efforts to coordinate with the County to avoid the disruption of natural resources. Upon completion of any removal, alteration or maintenance of the utility improvements, the City or assigns, shall have the obligation to restore the physical attributes of the Drainage Easement Area disturbed by any removal, alteration or maintenance to as near the pre-disturbance condition, or County approved condition, as the physical characteristics of the installed utility permit. The County shall be responsible for the maintenance of the Utility Easement Area surface and associated surface maintenance costs after the restoration of the area by the City. To the extent permitted by Arizona law, the City hereby covenants to indemnify and save County harmless from any liabilities for injuries or damages to persons or property arising out of the City's or its officers', agents', employees', and invitees of this Drainage Easement granted herein.
- 7. <u>Easements for Existing Water Mains.</u> The County hereby grants additional permanent Utility Easements to the City for the existing water mains that currently are on the Park property shown in <u>Exhibit "G" and "G-1"</u> (the "<u>Park Utility Easement Area</u>"). The parties will work in good faith to update the easements to meet current City standards, which require a 20' width for one line, and 26' width for two lines in the same easement area
- 8. Construction of Laterals on the Park: Upon the City's construction of the Water Pipelines, the City shall construct eight (8) laterals with hydrants within the Park as generally illustrated on the schematic attached hereto as Exhibit H, the exact location of the laterals shall be identified with particularity following the final design by Shephard Wesnitzer Inc. (the "Engineer") and mutual agreement of the City and County and shall constitute, and the County hereby grants to the City, an additional easement upon, across and under the surface of the Park in the location of the laterals, for the construction, installation, operation, maintenance, repair and/or replacement of such laterals. Any dispute between the City and County as to the design or location of the laterals and hydrants, should the City and County be unable to reach a mutual decision, shall be decided under the mediation process described in Section 6(e)(i) below. The laterals shall not exceed 30 feet in length. The three (3) closest hydrants to the horse racing track may be used by the County for dust control purposes at the Park and the City shall install water meters on such hydrants after the County requests the meters through the Customer Service Area of the City and pays the designated deposit charges and other one-time fees, unless waived by the City Council by ordinance. The County shall pay all water costs and usage fees at the prevailing "out of City" rates

and fees for the usage. In no event shall the County resell any water provided by the City in accordance with the terms of this Agreement. (Construction is partially complete).

- 9. <u>Temporary Construction Easement (Fort Tuthill Well #1)</u>: The County hereby grants to the City a temporary construction easement to allow for access roads, construction of the Well, Facilities and bore pit. The temporary construction easement shall be three (3) times the permitted width of the Utility Easement Area. (Construction of Fort Tuthill Well #1 was completed July 7, 2010).
- 10. <u>Temporary Construction Easement (Fort Tuthill Well #2)</u>: The County hereby grants to the City a temporary construction easement to allow for access roads, construction of the Well, Facilities and bore pit. The temporary construction easement shall be three (3) times the permitted width of the Utility Easement Area.
- 11. Pump House #1 Sound Abatement: If the City installs a pump house or similar facility on City owned property located adjacent to the Park, the City shall also install commercially reasonable and customarily available sound abatement materials and/or equipment concurrently with the construction of the pump house. If installed, the City, at the City's cost, will conduct a background sound assessment at the proposed site(s) to establish a baseline sound level. Sound from any improvement(s) shall be mitigated so as not to exceed baseline levels by more than 5 decibels. The noises will be measured from within a 25 foot radius of the proposed improvement(s). (Pump House #1 was completed July 7, 2010 and baseline sound level has been established).
- 12. Pump House #2 Sound Abatement. If the City installs a pump house or similar facility on County property located within the Park, the City shall also install commercially reasonable and customarily available sound abatement materials and/or equipment concurrently with the construction of the pump house. If installed, the City, at the City's cost, will conduct a background sound assessment at the proposed site(s) to establish a baseline sound level. Sound from any improvement(s) shall be mitigated so as not to exceed baseline levels by more than 5 decibels. The noises will be measured from within a 25 foot radius of the proposed improvement(s). (Pump House #2 has not yet been constructed).
- 13. <u>Water Related Costs</u>. In 2009 the City waived (1) the amount of \$6,500.00 corresponding to "in-City" water rates charged by the City to the County for the past three years, and (2) the County's unpaid capacity charge associated with upsizing the existing water meter at the Park from 4" to 6" in the amount of \$26,030.50.

The County is responsible to pay all water related costs and fees associated with the County's water usage at the Park in the same manner and subject to the same rates as other "out of City" users.

II. CONSTRUCTION PHASES

The Water Pipelines, Sewer Pipelines and related Facilities shall be constructed in three phases, which are defined as follows:

Phase I shall consist of the construction of the Water Pipelines and related Facilities from the Well under I-17 and connect to the City's existing facilities at the Pulliam Airport. All costs associated with Phase I, including overhead, shall be paid by the City. (Phase I was completed July 7, 2010.)

Phase II shall consist of the construction of the Water Pipelines and related Facilities and Sewer Pipelines from the pumphouse to the Fort Tuthill Park boundary as defined by the plans dated September 2, 2009. Any general overhead and management costs for Phase II shall be shared equally between the County and the City. (Phase II was completed December 16, 2010.)

Phase III shall consist of the construction of Sewer Pipeline from the current terminus in Fort Tuthill Park to the connection point within the the City of Flagstaff, as proposed in Exhibit C-2 and shown in the final construction plans for City of Flagstaff Project No. EPCK2015005.

III. PHASE III SEWER PIPELINE PROJECT

1. <u>Phase III Design</u>. The County at its expense shall contract with the Engineer and complete the design of the Phase III Water Pipeline and Sewer Pipeline, except the County may enter into a separate recapture agreement with the City to recapture a portion of the design costs per City Code.

2. <u>Phase III Sewer Pipeline Easements.</u>

- a. Offsite Permanent Easements for Sewer Pipeline (from the current terminus in Fort Tuthill Park to the connection point within the City of Flagstaff as proposed in Exhibit C-2 and shown in the final construction plans for City of Flagstaff Project No. EPCK2015005). The County hereby grants to the City, its successors and assigns, permanent easements to operate, maintain, alter, repair and/or replace the Sewer Pipelines and any related facilities upon, across and under the surface of such lands that may be necessary or proper pertaining to the connection to and collection through the existing sewer system, together with such vehicular and pedestrian ingress and egress access to and from the Sewer Pipeline Easement Area and other land of the County located adjacent to the Sewer Pipeline Easement Area. The County has recorded the permanent easements, as depicted in the map and with the recording numbers listed in the attached Exhibit "I".
- b. <u>Conveyance of Permanent Easements</u>. The County will convey permanent utility easements listed in Exhibit "I" to the City for maintaining the water and sewer pipelines after completion and final acceptance of the Project by the City.
- c. <u>Temporary Construction Easements</u>. The County will acquire and will pay for all temporary construction easements for the Project. In the event the County is unable to obtain temporary construction easements for any portions of the Project, it may elect to proceed with

construction within the boundaries of the Utility Easement Area. The temporary construction easements acquired are shown in Exhibit "I".

3. Phase III Bidding and Contract.

- a. <u>Bidding.</u> The County will coordinate and administer the bidding process for the Construction of Phase III per Title 34, Arizona Revised Statutes. The bid documents will include a Schedule A for alternate upsized pipelines for sewer and water for future service area needs, and a Schedule B for minimum sized pipelines for sewer and water for County development needs. The contractor shall be required to submit balanced bids. The City will participate in the pre-bid meeting. The City will also participate jointly with the County in the evaluation of the bidders. The County Board of Supervisors will award the contract to the lowest responsible and responsive bidder for Schedule A.
- b. <u>Project Management</u>. The County will be the Project Manager and will administer and conduct all construction management, including administration of the construction contract. All field orders will be submitted to the County, reviewed by the City, and approved by the County. All change orders will be submitted to both the City and the County. The City and County each will have inspectors present at the Project.
- c. <u>Contractor Invoices</u>. The contractor will submit all invoices to the County. Invoices will separately state what charges are for the sewer portion of the Project, what charges are for the water portion of the Project, and what charges, if any, are shared for both sewer and water. The County will provide copies of all invoices to the City upon receipt from the contractor. The County will review and approve payments under the County administered contract. The County will remit an accounting of the approved payments to the City.

4. Phase III Final Acceptance.

- a. <u>Transfer.</u> After final acceptance, the Sewer Pipelines and related facilities are owned solely by the City and the County disclaims any interest or right thereto.
- b. <u>Payment.</u> After final acceptance and the County's connection to the City sewer system, the County shall pay in one installment all sewer capacity charges associated with the County's sewer usage at the Park in the same manner and subject to the same rates as other "out of City" users. The estimated amount is \$147,667 under the current adopted rates.

5. Phase III Reimbursement.

- a. <u>City Reimbursement for Sewer Upsizing (from 8" up to 18")</u>. The City will reimburse the County for all costs associated with the construction of the utility line upsizing from Ft. Tuthill to the existing City sewer collection system, as shown in the City construction plans EPCK2015005.
- b. <u>Entire Project Cost.</u> Reimbursement is to include the difference in the *entire* project cost between upsize Schedule A and base Schedule B including all the construction materials, labor, services, taxes and fees required to complete the project. County will provide a final

accounting of all project design and construction costs, including but not limited to all contract invoices, inspection and permitting fees.

- c. <u>Overhead.</u> Any general overhead and management costs for Phase III shall be paid for solely by the County, a portion of which may be recaptured under the recapture agreement.
- d. <u>Payment.</u> The City will pay its upsizing reimbursement costs to the County in one installment promptly following final acceptance of the Project.
- 6. <u>Phase III County Recapture of Sewerline Project Costs</u> from future developments connecting to the sewer main. The County is eligible to enter into a recapture agreement with the City per City of Flagstaff Engineering Code Section 13-09-005-0001, as may be amended. The City Council at a public meeting will consider amending the code to allow a recapture period of up to 20 years.
- 7. <u>Future Water or Sewer Service Connections for County.</u> The City will allow additional water and sewer connections at Fort Tuthill Park for the County use to the extent capacity allows at the time and upon payment of then current applicable water and sewer capacity fees. The City Council by ordinance may elect to waive water and sewer and capacity fees.
- 8. <u>Luke Air Force Base Recreational Center</u>. The Luke Air Force Base Recreational Center located adjacent to the Park (the "<u>Luke Recreational Center</u>") shall not be included in the County's sewer or water account, but shall have a separate and distinct water and sewer utility account. (This was completed December 16, 2010).

IV. GENERAL PROVISIONS

- 1. <u>Use of Easements</u>. The City and the County shall each reasonably cooperate with the other in order to coordinate construction, installation, maintenance and repair activities upon the Well Easement Area, the Water Pipeline Easement Area and the Sewer Pipeline Easement Area and all other easements granted herein so as not to unreasonably interfere with or disrupt the activities performed from time to time at the Park.
- 2. <u>Authorization</u>. The parties to this Agreement represent and warrant that the persons executing this Agreement on their behalves have full authority to bind the respective parties.
- 3. <u>Phase I and II Temporary Easements</u>. As of the Effective Date of this Agreement, the Temporary Easements for Phase I and II and the parties' respective obligations and liabilities thereunder are hereby terminated and of no further force or effect.
- 4. <u>Cancellation</u>. This Agreement is subject to the cancellation provisions of Arizona Revised Statutes § 38-511.

5. <u>Dispute Resolution</u>.

a. <u>Mediation</u>. If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure.

Mediation will be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org. with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

b. <u>Litigation and Attorneys' Fees</u>. Except as otherwise agreed by the parties, any litigation brought by any party against any other party to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party or parties in the action will be entitled to its costs and expenses including reasonable attorneys' fees and court costs from the non-prevailing party or parties.

6. <u>Liability and Indemnification</u>.

- a. The City shall defend against and be responsible for any and all damages arising now and in the future from the activities of the City, its agents, employees and contractors, in the exercise of its rights under the Agreement on the Well Easement Area, the Water Pipeline Easement Area and Sewer Pipeline Easement Area and shall repair such damage, or in lieu thereof and at the option of the County, make a mutually agreeable settlement with the County for such damages. The City hereby covenants and agrees to indemnify, defend and hold the County harmless for, from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever (collectively, the "Claims") that may arise or result from any act, action or omission of the City in connection with the activities of the City, its employees, agents, contractors and invitees as contemplated under this Agreement.
- b. The County shall defend against and be responsible for any and all damages arising now and in the future from the activities of the County, its agents, employees and contractors, in the exercise of its rights under the Agreement on the Well Easement Area, the Water Pipeline Easement Area and Sewer Pipeline Easement Area and shall repair such damage, or in lieu thereof and at the option of the City, make a mutually agreeable settlement with the City for such damages. The County hereby covenants and agrees to indemnify, defend and hold the City harmless for, from and against any and all Claims that may arise or result from any act, action or omission of the County in connection with the activities of the County, its employees, agents, contractors and invitees as contemplated under this Agreement.
- 7. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. The following document shall remain legally binding: the Sewer, Water and Reclaimed Water Pipeline Easement, recorded on November 5, 2009 in Coconino Recorder's Office instrument no. 3543878.

- 8. <u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of Arizona and shall be deemed made and entered into in Coconino County.
- 9. <u>Modification</u>. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.
- 10. <u>Run with Land</u>. All of the covenants set forth herein constitute covenants that run with the land, and those covenants and all conditions set forth herein shall inure to the benefit of and shall be binding upon the authorized successors in interest of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first set forth above.

CITY OF FLAGSTAFF, an Arizona municipal corporation	
-	
By:	
Attest:	
City Clerk	
Approved as to Form:	
City Attorney	
COCONINO COUNTY, a political subdivision of the State of Arizona	of
Ву:	
Attest:	
Clerk of the Board	
Approved as to Form:	
County Attorney	

STATE OF ARIZONA)	
County of Coconino) ss.)	
The foregoing instru	ument was acknowledged before me or, the; theion, acting for and on behalf thereof.	n, 2020, by of the City of Flagstaff, an
Arizona municipal corporat	ion, acting for and on behalf thereof.	
	N (D 11'	
My Commission Expires:	Notary Public	
STATE OF ARIZONA)	
County of Coconino) ss.	
County of Coconnio)	
The foregoing instru	ument was acknowledged before me or	n, 2020,
by	ment was acknowledged before me or , the, thate of Arizona, acting for and on bel	of Coconino County, a
pontical subdivision of the	State of Affzona, acting for and on bei	nan mereor.
	Notary Public	
My Commission Expires:		

EXHIBIT "A" DESCRIPTION OF WELL EASEMENT AREA

LOCATED IN THE northeast one-quarter of Section 6, Township 20 North, Range 7 East of the Gila and Salt River Meridian (NE/4 of Sec. 6, T20N, R7E, G&SRM), Coconino County, Arizona;

LYING WITHIN Parcel No. 2 as described in Instrument 3080890 per the Coconino County Recorder's Office;

AND BEING a square parcel of land more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northeast corner of the NE/4 of Section 6 and also the Closing Corner for Sections 5 and 6 which point is marked by an aluminum cap marked "NES RLS 14671", thence South 0 degrees 39 minutes 19 seconds East along the east line of the NE/4 Section 6 a distance of 2659.61 feet to the quarter corner between Section 5 and Section 6 as marked by a City of Flagstaff aluminum cap;

THENCE South 0 degrees 39 minutes 14 seconds East along the east line of the SE/4 Section 6 a distance of 78.00 feet to a point;

THENCE South 89 degrees 33 minutes 30 seconds West a distance of 93.50 feet to a point;

THENCE North 67 degrees 56 minutes 30 seconds West a distance of 620.00 feet to a point;

THENCE South 89 degrees 33 minutes 30 seconds West a distance of 166.00 feet to the TRUE POINT OF BEGINNING of this easement description.

THENCE South 28 degrees 26 minutes 30 seconds East a distance of 54.00 feet to a point;

Continue...

...continued.

THENCE South 61 degrees 33 minutes 30 seconds West a distance of 200.00 feet to a point;

THENCE N 28 degrees 26 minutes 30 seconds West a distance of 200.00 feet to a point;

THENCE North 61 degrees 33 minutes 30 seconds East a distance of 200.00 feet to a point;

THENCE South 28 degrees 26 minutes 30 seconds East a distance of 146.00 feet to the TRUE POINT OF BEGINNING of this easement description.

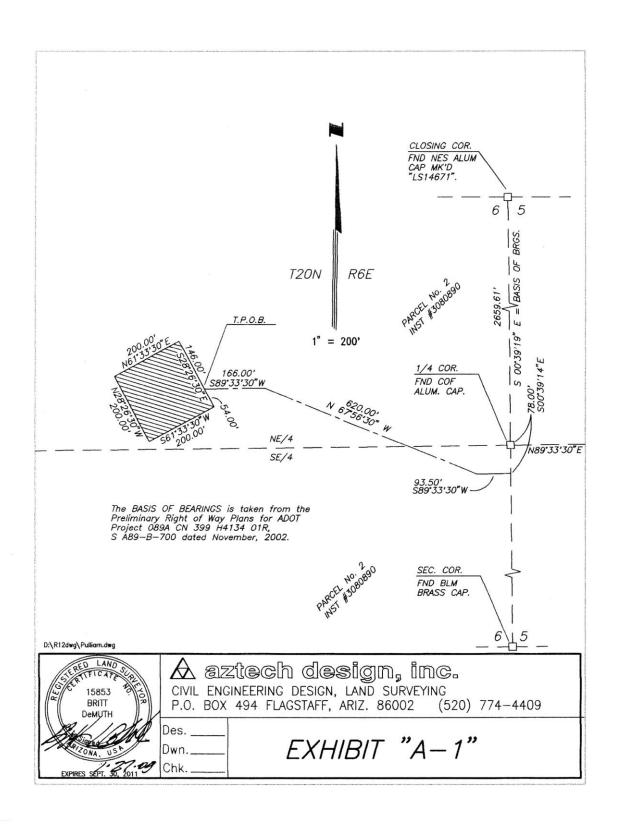
The Easement, as described above, contains 40,000 square feet of land and is depicted graphically in EXHIBIT "A-1" attached and made a part hereof by this reference.

PREPARED BY:

Aztech Design, Inc.
PO Box 494
Flagstaff, Arizona 86002
fn c:mary\coftuthill.doc

15853
BRITT
DeMUTH

EXPIRES SEPT. 30, 2011



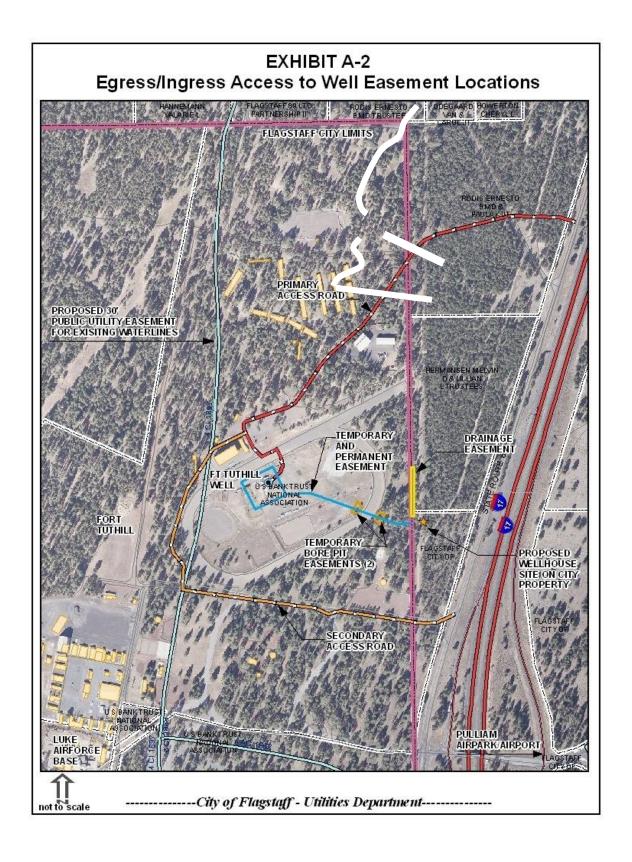


EXHIBIT "B" DESCRIPTION OF UTILITY EASEMENT AREA

LOCATED IN THE northeast one-quarter and the southeast one-quarter of Section 6, Township 20 North, Range 7 East of the Gila and Salt River Meridian (NE/4 and SE/4 of Sec. 6, T20N, R7E, G&SRM), Coconino County, Arizona;

LYING WITHIN Parcel No. 2 as described in Instrument 3080890 per the Coconino County Recorder's Office;

AND BEING A STRIP OF LAND twenty (20) feet in width encompassing fourteen (14) feet on the left (southerly side) and six (6) feet on the right (northerly side) of the line between the TRUE POINT OF BEGINNING and the TERMINUS POINT described herein.

COMMENCING FOR REFERENCE at the northeast corner of the NE/4 of Section 6 and also the Closing Corner for Sections 5 and 6 which point is marked by an aluminum cap marked "NES RLS 14671", thence South 0 degrees 39 minutes 19 seconds East along the east line of the NE/4 Section 6 a distance of 2659.61 feet to the quarter corner between Section 5 and Section 6 as marked by a City of Flagstaff aluminum cap;

THENCE South 0 degrees 39 minutes 14 seconds East along the east line of the SE/4 Section 6 a distance of 78.00 feet to the TRUE POINT OF BEGINNING of this easement description. The easement is twenty (20) feet in width encompassing fourteen (14) feet on the left (southerly side) and six (6) feet on the right (northerly side) of the following described line:

THENCE South 89 degrees 33 minutes 30 seconds West a distance of 93.50 feet to a point;

THENCE North 67 degrees 56 minutes 30 seconds West a distance of 620.00 feet to a point;

Continue...

...continued.

THENCE South 89 degrees 33 minutes 30 seconds West a distance of 260.00 feet to a point;

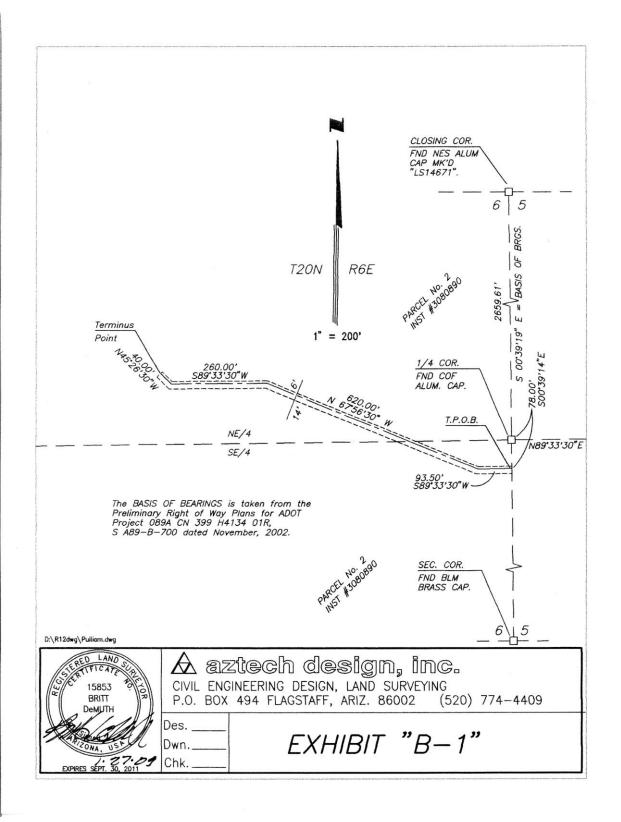
THENCE North 45 degrees 26 minutes 30 seconds West a distance of 40.00 feet to the TERMINUS POINT of this easement description.

The Easement, as described above, contains 19,870 square feet of land and is depicted graphically in EXHIBIT "B-1" attached and made a part hereof by this reference.

PREPARED BY:

Aztech Design, Inc. PO Box 494 Flagstaff, Arizona 86002 fn c:mary\coftuthill.doc





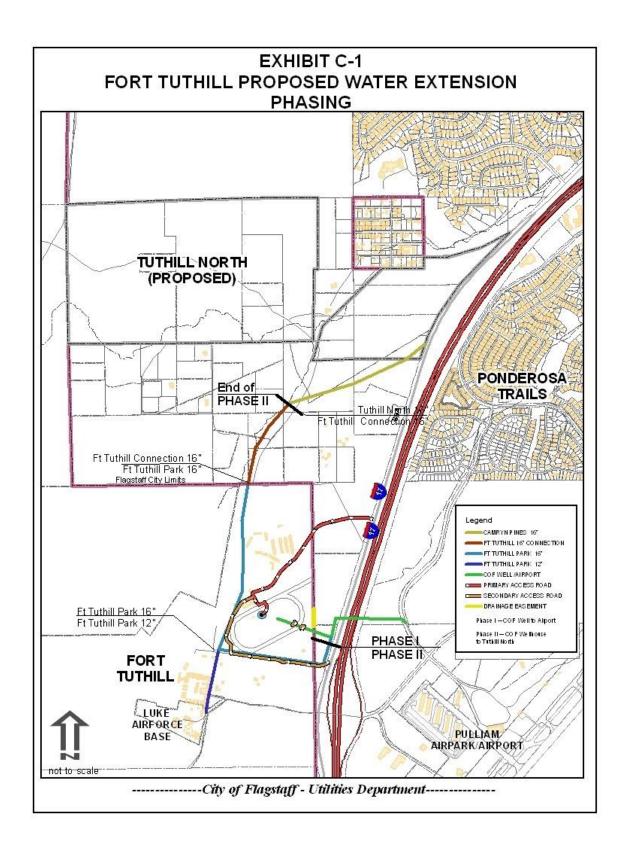
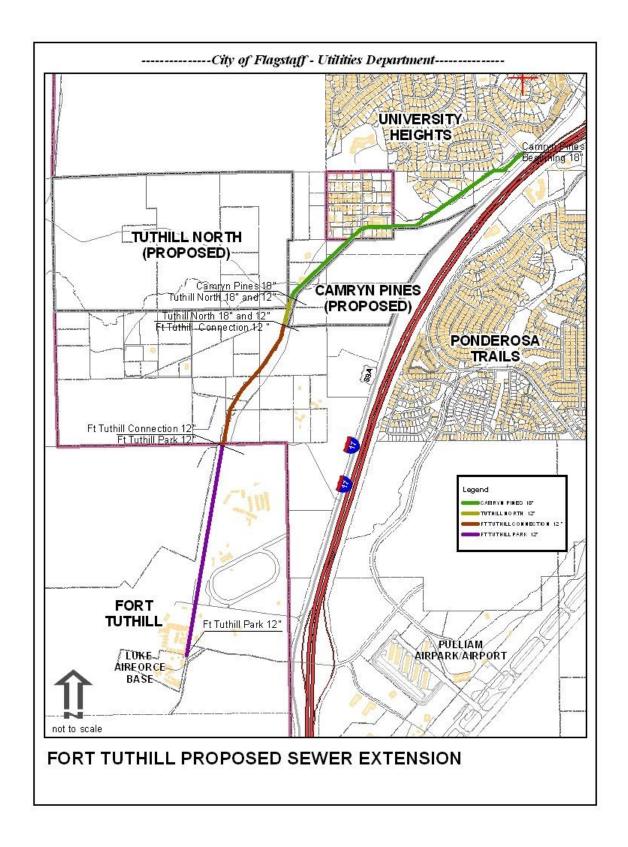


EXHIBIT "C-2"

SEWER PIPELINE EXTENSION



EXHIBITS D AND E. RESERVED.

EXHIBIT "F" DESCRIPTION OF DRAINAGE EASEMENT AREA

LOCATED IN THE northeast one-quarter and the southeast one-quarter of Section 6, Township 20 North, Range 7 East of the Gila and Salt River Meridian (NE/4 and SE/4 of Sec. 6, T20N, R7E, G&SRM), Coconino County, Arizona;

LYING WITHIN Parcel No. 2 as described in Instrument 3080890 per the Coconino County Recorder's Office;

AND BEING A STRIP OF LAND twenty (20) feet in width more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northeast corner of the NE/4 of Section 6 and also the Closing Corner for Sections 5 and 6 which point is marked by an aluminum cap marked "NES RLS 14671", thence South 0 degrees 39 minutes 19 seconds East along the east line of the NE/4 Section 6 a distance of 2659.61 feet to the quarter corner between Section 5 and Section 6 as marked by a City of Flagstaff aluminum cap, which point is the TRUE POINT OF BEGINNING of this easement description;

THENCE South 0 degrees 39 minutes 14 seconds East along the east line of the SE/4 Section 6 a distance of 30.00 feet to a point;

THENCE South 89 degrees 20 minutes 41 seconds West a distance of 20.00 feet to a point;

THENCE North 0 degrees 39 minutes 19 seconds West a distance of 200.00 feet to a point;

THENCE North 89 degrees 20 minutes 41 seconds East a distance of 20.00 feet to a point on the east line of the NE/4 Section 6;

THENCE South 0 degrees 39 minutes 19 seconds East along the east line of the NE/4 Section 6 a distance of 170.00 feet to the TRUE POINT OF BEGINNING of this easement description.

23

Continue...

...continued.

The Easement, as described above, contains 4,000 square feet of land and is depicted graphically in EXHIBIT "F-1" attached and made a part hereof by this reference.

PREPARED BY:

Aztech Design, Inc. PO Box 494 Flagstaff, Arizona 86002 fn c:mary\coftuthill.doc



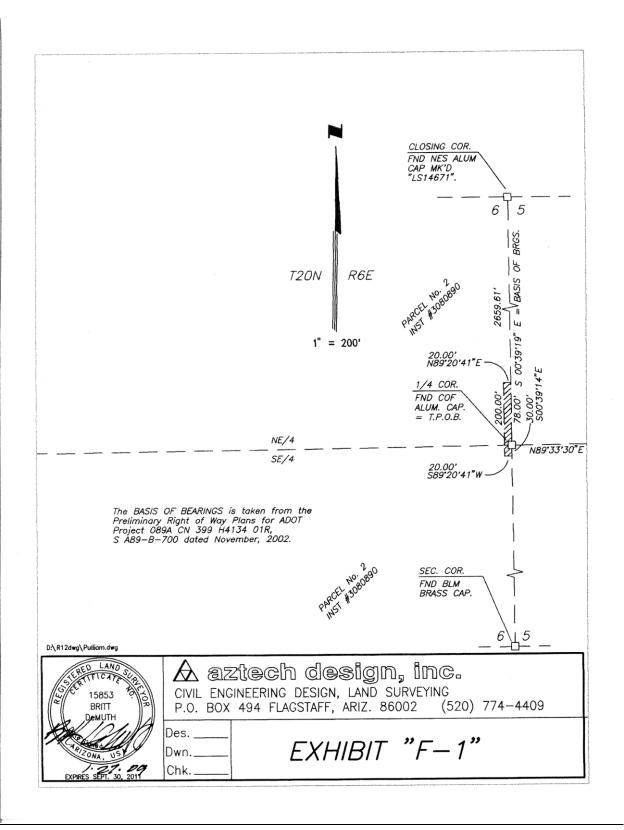


EXHIBIT "G" DESCRIPTION OF A BLANKET EASEMENT FOR EXISTING CITY OF FLAGSTAFF WATER MAINS

LOCATED IN THE northeast one-quarter and the southeast one-quarter of Section 6, Township 20 North, Range 7 East of the Gila and Salt River Meridian (NE/4 and SE/4 of Sec. 6, T20N, R7E, G&SRM), Coconino County, Arizona;

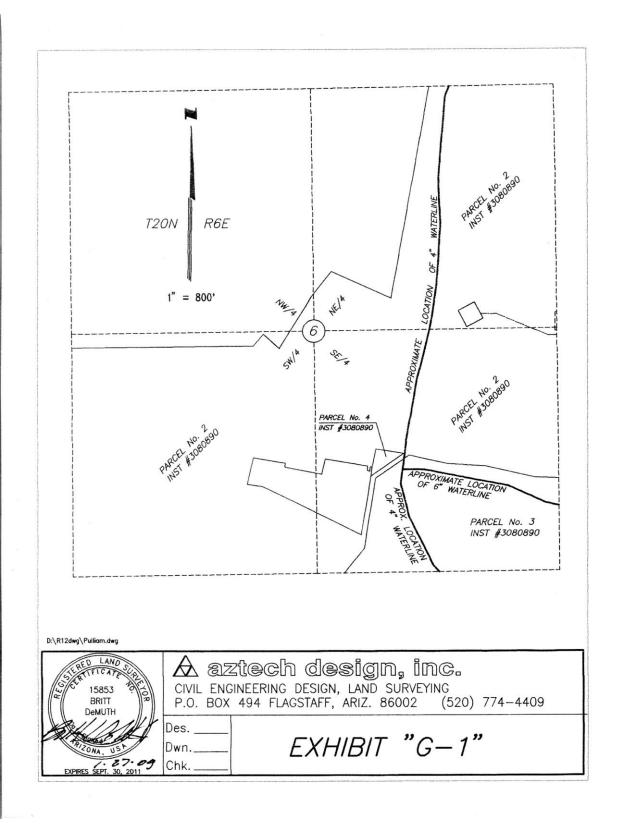
OVER PARCEL No. 2, Parcel No. 3 and Parcel No. 4 as described in Instrument 3080890 per the Coconino County Recorder's Office.

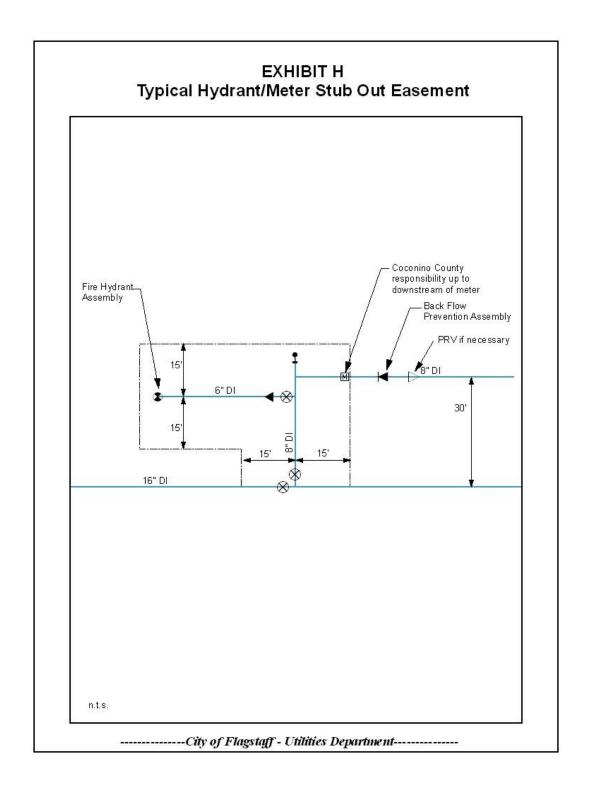
AND LIMITED TO all those areas within ten (10) feet of the existing 4" and 6" diameter waterlines shown in their approximate locations per EXHIBIT "G-1" attached and made a part hereof by this reference.

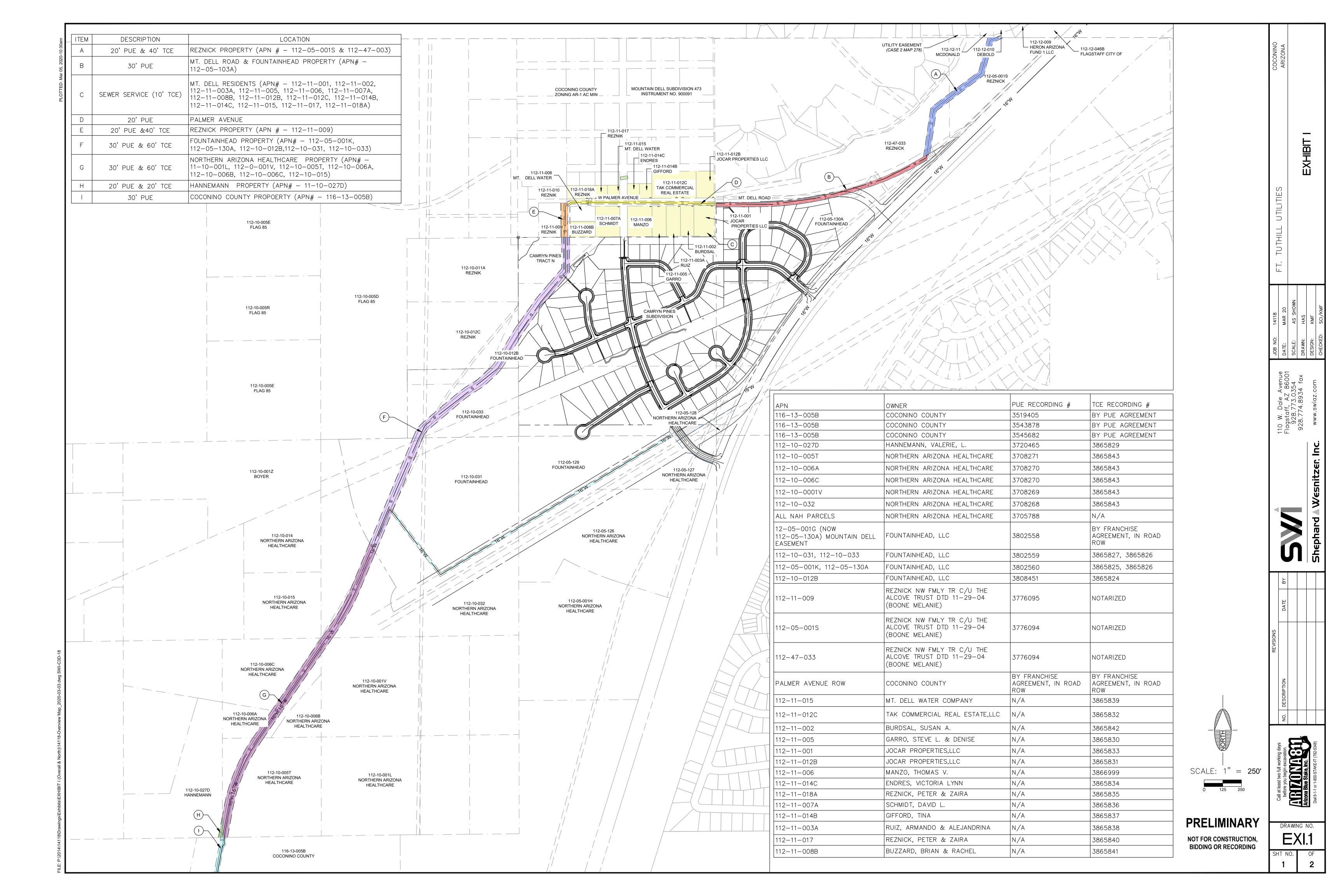
PREPARED BY:

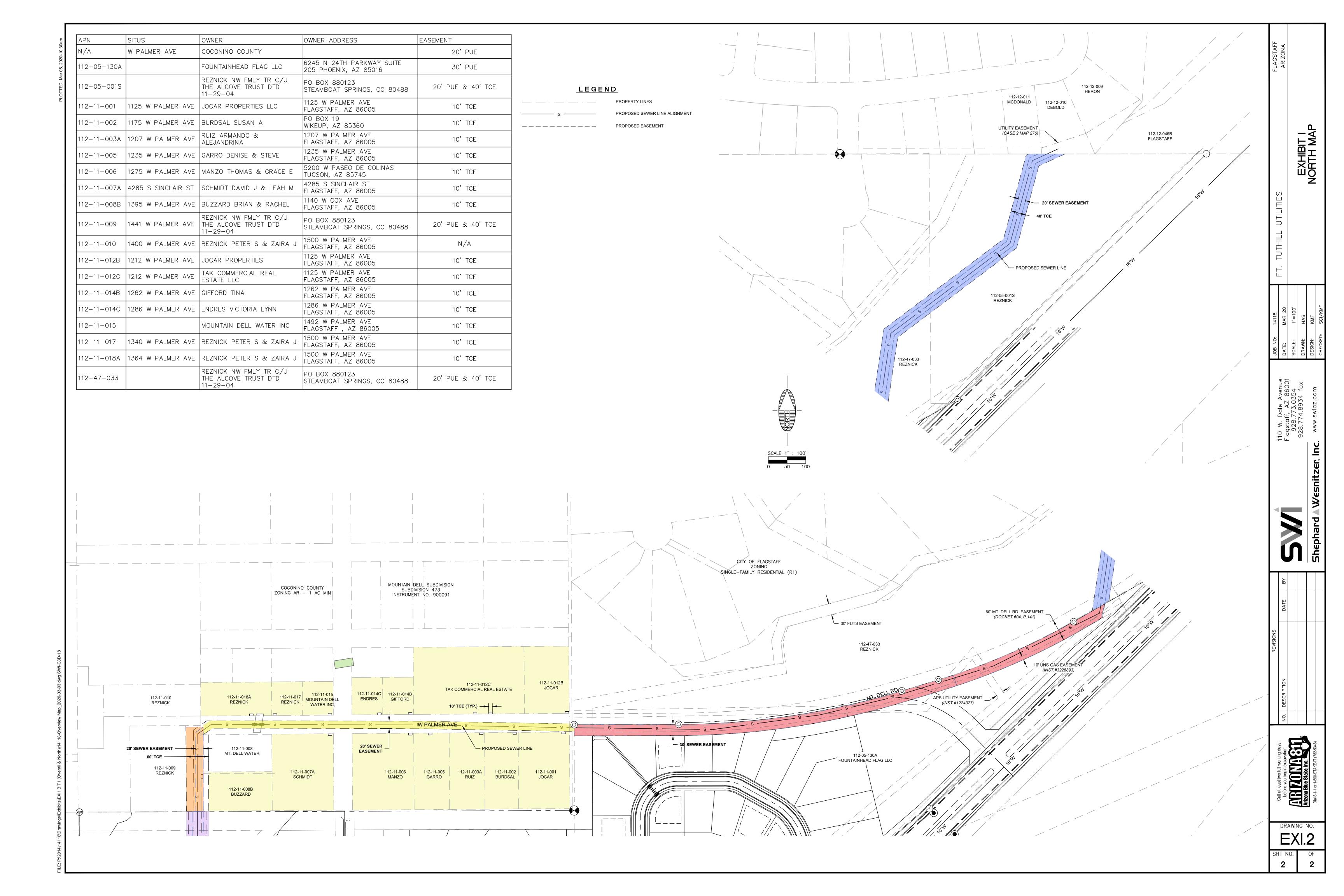
Aztech Design, Inc. PO Box 494 Flagstaff, Arizona 86002 fn c:mary\coftuthill.doc

EXPIRES SEPT. 30, 2011











City Council Meeting - FINAL

Meeting Date: 04/07/2020

From: Dan Symer, Zoning Code Manager

Information

TITLE:

Consideration and Adoption of Ordinance 2020-05: An Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code (Ordinance No. 2011-20), for the purpose of modifying Section 10-90.40.030 of the Zoning Code, the Rural Floodplain Map, to change the map designation of approximately 1.47 acres from Rural Floodplain to Urban Floodplain on an approximate 4.46-acre parcel located at 3451 East Lake Mary Road.

STAFF RECOMMENDED ACTION:

- 1) Read Ordinance No. 2020-05 by title only for the final time
- 2) City Clerk reads Ordinance No. 2020-05 by title only (if approved above)
- 3) Adopt Ordinance No. 2020-05

Executive Summary:

The proposed Zoning Code Text Amendment (Case No. PZ-19-00187) is to change the map designation of approximately 1.47 acres from Rural Floodplain to Urban Floodplain on an approximately 4.46-acre parcel located at 3451 East Lake Mary Road (Attachment 3).

On January 22, 2020, the Planning and Zoning Commission recommended approval of the proposed amendment to the City Council with a vote of 7-0.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

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

Council Goals:

Revise the Zoning Code to remove ambiguities and ensure it is consistent with the community values and the Regional Plan.

Team Flagstaff Strategic Plan:

Work in partnership to enhance a safe and livable community.

8. A.

Regional Plan:

Please refer to letter "A" of the Key Considerations section of this report.

Has There Been Previous Council Decision on This:

In April 2017, the City Council approved a Zoning Code amendment to modify the Rural Floodplain map to include additional floodplain areas.

During the February discussion on the subject application City Council had questions regarding the zoning on the property and what could be built. The subject request does not change the property's zoning. The Rural Floodplain map is found in the zoning code, therefore an amendment to the map is considered a text amendment to the zoning code. But it is not a request to rezone the property. The question for City Council in the subject application is rather narrow, "Is the Rural Floodplain correctly mapped?"

Options and Alternatives:

The City Council may adopt, modify, or deny the amendment.

Background/History:

The Zoning Code was adopted by the City Council on November 1, 2011, to replace the former Land Development Code. Incorporated into the Zoning Code is the Resource Protection Overlay (RPO) that was originally adopted in June 1999. The intent of the RPO regulations is to maintain and protect existing natural resources, including floodplains, steep slopes, and forests. The most recent amendment to the RPO that is applicable to this application was approved in April 2017. The April 2017 Zoning Code amendment modified the Rural Floodplain map to include additional floodplain areas.

Overview of the Proposed Amendment:

The proposed amendment is to change the map designation of approximately 1.47 acres from Rural Floodplain to Urban Floodplain on an approximately 4.46-acre parcel located at 3451 East Lake Mary Road (Attachment 3). The applicant's narrative and graphics are included as Attachment 4.

The Zoning Code describes the Urban and Rural Floodplains as:

- Urban Floodplains. All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns; provided, that all necessary requirements of the City's Stormwater Regulations as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged and justification must be provided prior to any approval of undergrounding.
- Rural Floodplains. Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.40.030 of the Zoning Code, Rural Floodplain Map, and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e., 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors.

The City of Flagstaff's Floodplain Manager has reviewed the watercourse that crosses the subject property and has determined that the watercourse is not a natural watercourse. Therefore, the subject watercourse would not be considered a rural floodplain. In some limited situations, the extension of a rural floodplain beyond the limits of a delineated rural floodplain, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors. Staff is aware of two reports related to these areas. Staff's 2018 Rio de Flag Floodplain Assessment is a health assessment of all City floodplains regardless of whether they are natural or man-made (Attachment 5). Also attached, is the City's Flagstaff Floodplain Plant Identification Report (Attachment 6). The purpose of the Flagstaff Floodplain Plant Identification Report was to identify native plant species that can survive among invasive and exotic plants and to develop a seed mix that could be utilized to revegetate floodplain corridors.

Key Considerations:

Zoning Code Text Amendment

An application for a Zoning Text Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and, whether the amendment should be granted, or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The proposed amendment is to correct a designation in the Rural Floodplain Map. Currently, a 1.47-acre area of a 4.46-acre parcel located at 3451 East Lake Mary Road is designated as Rural Floodplain. The designated area is a man-made watercourse. This watercourse was constructed to divert a historical natural watercourse to accommodate development on the northeast side of Lake Mary Road. This amendment will change the designation from Rural Floodplain to Urban Floodplain.

Consistent with Policies WR.5.4., and WR.5.5 of the Regional Plan, the man-made watercourse was constructed to mitigate downstream impacts, and divert stormwater flows to a regional detention facility. The 1.47-acre designated area is consistent with the Zoning Code's description of an Urban Floodplain, which includes watercourses "...in urbanized areas [that] have typically been altered from their natural state...." The proposed amendment maintains conformance with the Regional Plan. There are no applicable specific plans related to this amendment.

B. Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City;

The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience or welfare of the City. This amendment will correct an erroneous designation in the Rural Floodplain Map.

C. Finding #3

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The existing 1.47-acre area of a 4.46-acre parcel located at 3451 East Lake Mary Road is a man-made watercourse, which is consistent with the Zoning Code's description of an Urban Floodplain. The Zoning Code describes the Urban Floodplain as watercourses "...in urbanized areas [that] have typically been altered from their natural state...." The current indicated area is inconsistent with the description of Rural Floodplains. Rural floodplains are described as "...natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources." In addition, the City of Flagstaff's Floodplain Manager has reviewed the watercourse that crosses the subject property and has determined that the watercourse is not a natural watercourse. The proposed amendment enhances the Zoning Code's internal consistency by correcting a designation on the Rural Floodplain Map pertaining to the subject property.

Community Benefits and Considerations:

Please refer to the key considerations included in this report.

Community Involvement:

In accordance with State Statute and the Zoning Code, the Planning and Zoning Commission work session and public hearing for this amendment were advertised in the Arizona Daily Sun on Dec 21, 2020. Also, persons of interest that are on file with the Planning and Development Services Department were notified of the work sessions and hearings via first class mail. The City Council public hearings were advertised in the Arizona Daily Sun on Dec 21, 2020.

Staff has not directly received public comments regarding this application, and there were no public comments made at the Planning and Zoning Commission meetings. The applicant has received comments from the public, and these are attached as, Attachment #8. These comments pertain to a private access easement that crosses the southern section of the property to provide access to the west. This Zoning Code Text Amendment will not affect the private cross access easement.

Attachments

Ord. 2020-05

- 2. Exhibit A of Ordinance 2020-05
- 3. Site Location
- 4. Applicant's Narrative and Graphics
- 5. Floodplan Health Final Report
- 6. Flagstaff Floodplain Plant Identification Report
- 7. Application
- 8. Public Comment

Staff Presentation

ORDINANCE NO. 2020-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, SECTION 10-90.40.030 RURAL FLOODPLAIN MAP, TO CHANGE THE MAP DESIGNATION OF APPROXIMATELY 1.47 ACRES FROM RURAL FLOODPLAIN TO URBAN FLOODPLAIN ON APPROXIMATELY 4.46 ACRES OF REAL PROPERTY LOCATED AT 3451 EAST LAKE MARY ROAD; PROVIDING FOR SEVERABILITY; AUTHORITY FOR CLERICAL CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, Preston Family Trust (the "Applicant"), applied for a Zoning Code Text Amendment to amend Title 10 of the Flagstaff City Code, Section 10-90.40.030 Rural Floodplain Map (the "Rural Floodplain Map") to change the map designation of approximately 1.47 acres from Rural Floodplain to Urban Floodplain, in the area marked "Change from Rural Floodplain to Urban Floodplain" on Exhibit "A", incorporated herein by reference, on approximately 4.46 acres of real property located 3451 East Lake Mary Road and marked as "Site" (the "Property"), on the map attached as Exhibit "A"; and

WHEREAS, A citizen review session was held at the Planning Commission work session on January 8, 2020, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on January 22, 2020, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the narrative provided by the Applicant, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10-20.50.040 of the Flagstaff Zoning Code have been met.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the Regional Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 5. That the designation on the Rural Floodplain Map for approximately 1.47 acres of the Property is hereby amended from Rural Floodplain to Urban Floodplain, as set forth in Exhibit A.

SECTION 6. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 7. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 8. 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 9. 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.

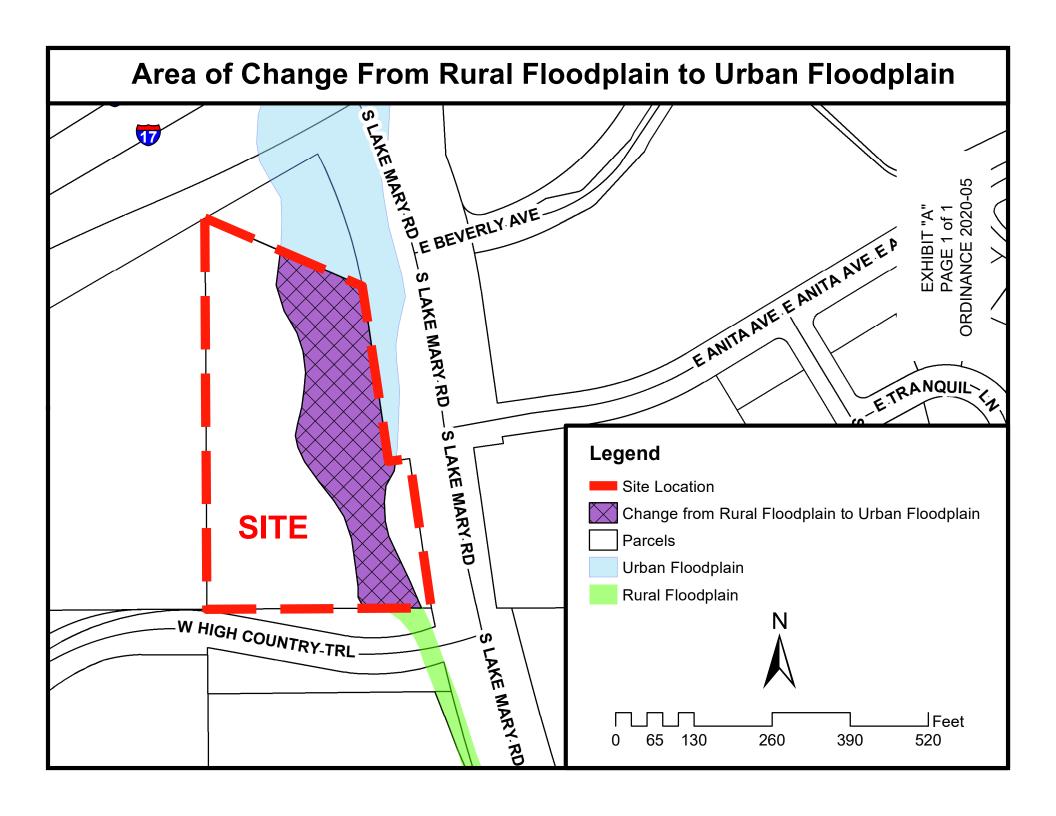
SECTION 10. Effective Date

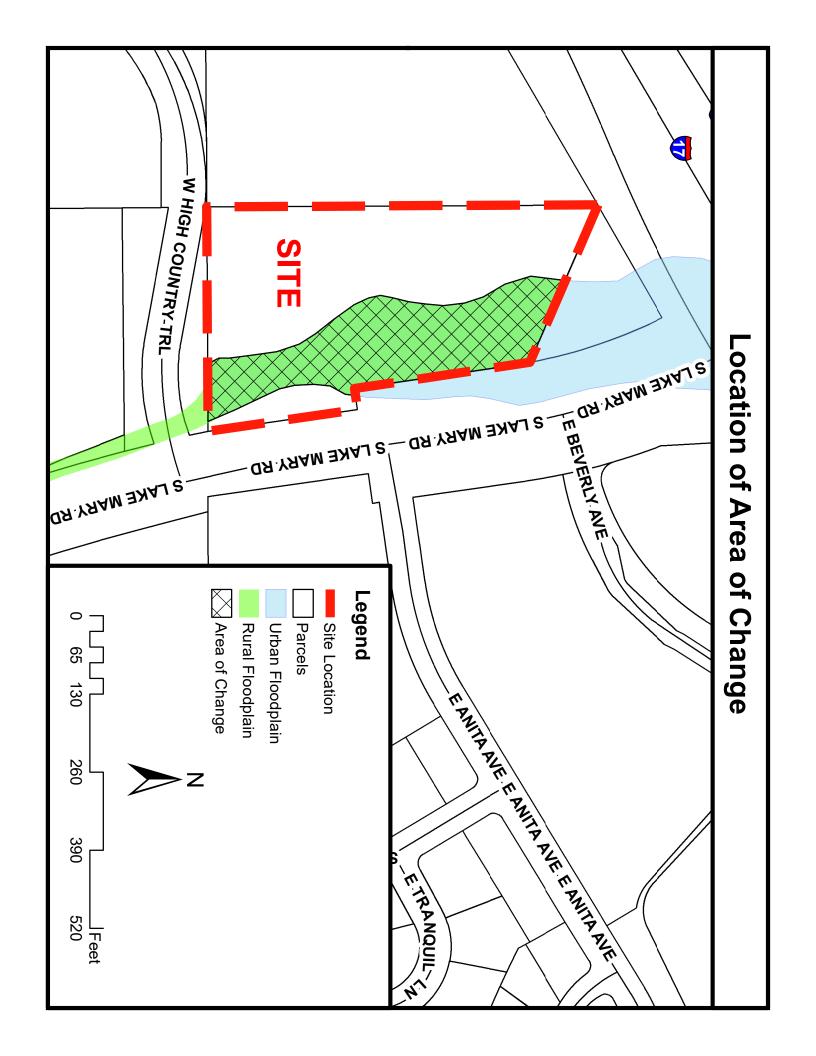
Exhibit A – Rural Floodplain Map

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 April, 2020.

	MAYOR
ATTEST:	
CITY CLERK	•
APPROVED AS TO FORM:	
CITY ATTORNEY	<u>.</u>
Exhibits:	





Narrative for Lake Mary Parcel Floodplain Zoning Code Text Amendment

Date:

October 25, 2019

To:

Daniel Symer, Zoning Code Manager, COF

From:

Woodson Engineering & Surveying

Re:

118029- Floodplain Zoning Code Text Amendment

The purpose of this narrative is to support the request for a Zoning Code Text Amendment to revise the floodplain designation on a private parcel from a Rural Floodplain to an Urban Floodplain designation.

The private parcel (APN# 103-270-03K) owned by the Preston Family Trust is a 4.46-acre site located NW of the Lake Mary Road and High Country Trail intersection. The current zoning of the site is Highway Commercial (HC). The site is bordered by I-17 on north, Lake Mary Road on east and High Country Trail on south. The site is in very close proximity to the I-40 & I-17 Interchange and to Northern Arizona University (NAU).

Per Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) 04005C6816G (effective 09/03/2010), a portion of the site is located within a floodzone A. Zone A is subjected to 100-year flooding and the base floodplain is not modeled to any degree of accuracy and is mapped by approximate methods with no Base Flood Elevations (BFEs) determined. Zone A is subjected to 1% annual chance of flooding. See Exhibit 1 for FIRMette for subject site that shows the Zone A limits. The COF Rural and Urban Floodplain maps the area limits set on the FEMA maps.

Per COF Zoning Code Rural Floodplain Map, the floodplain on the subject parcel is designated as a Rural Floodplain. Per the COF Zoning Code, Rural Floodplains are defined as natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. See Exhibit 2 for the Rural Floodplains within the City of Flagstaff.

All watercourses and associated floodplains not defined as Rural Floodplains are Urban Floodplains which are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban Floodplains may be altered to address conveyance and erosion concerns.

It is the opinion of the owner that the floodplain has been incorrectly designated and should be re-defined as an Urban Floodplain per the definition in the Zoning Code for Urban Floodplains and per the historical and current nature of the wash.

Based on research on the history of the unnamed wash, we find that it has been diverted from its historical flow path over time, please see Exhibit 3. Prior to 1960, the flow historically drained east crossing Lake Mary Road at the Bow and Arrow subdivision located east of Lake Mary Road, please see the attached

Woodson Engineering and Surveying

Date: October 25, 2019

Exhibit 4 for the 1954 USGS historical topographic map which shows that the unnamed wash didn't traverse through the subject site historically.

After the Bow and Arrow subdivision improvements, the wash that historically traversed east crossing Lake Mary Road is shown to be diverted north to flow parallel along Lake Mary Road and then flow east crossing Lake Mary Road just north of at the current day's Beverly Avenue. Please see the attached Exhibit 5 for the 1962 USGS historical topographic map which shows that the unnamed wash has been diverted and the flow is traversing through the subject site, then crossing Lake Mary Road and continuing in a north easterly direction.

Please see Exhibit 3 which shows the how the wash has been diverted from it's historical flow path.

The diverted nature of the wash from it's natural course is clearly shown. As to the current condition of the floodplain, it is readily apparent that this floodplain does not exhibit a natural wash morphology. The braided nature of the flow channels with erosion and head cutting continuing with no well-defined channel through the site supports the argument that this is not a natural channel and is a diverted channel formed by surrounding improvements. There is no riparian preserve or alluvium deposits with low flow channels and defined banks which reduce stream bank erosion and maintain stable stream morphology which is the typical nature of natural and established channels.

The wash has been crossed by High Country Trail utilizing a 10' \times 4' RCBC, a private parcel access road and by another access road for the parcel west of subject site utilizing three 36-inch cmps and US Interstate 17 utilizing twin 6' \times 5' RCBCs. These impacts include concrete channels converging flow to the Interstate culverts. Thus, this diverted wash has been modified by surrounding improvements and is not a natural undisturbed channel.

Thus, we believe that the unnamed wash through the subject site has been created due to previous private and public improvements and the wash does not follow the historic flow path and cannot be considered as a Rural Floodplain as a natural undisturbed space. Therefore, we request that the floodplain designation on the subject site be revised to Urban Floodplain from Rural Floodplain via Zoning Code Text Amendment. This Amendment would provide an opportunity to the land owner to channelize the flow through the site and reduce the eroded braided channels.

Findings: Zoning Code Section 10-20.50.040.F.1.b: Findings for the approval of this Text Amendment

 The proposed amendment is consistent with and conforms to the goals of the general Plan and any applicable specific plan;

Following is the list of the applicable goals and policies that will be met by the proposed project:

Climate Change and Adaptation Goals and Policies:

Goal: E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Provide an improved wash that is not subjected to the erosion problems occurring onsite now.

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

Date: October 25, 2019

Response: The trees will be preserved to meet the Natural Resources Protection Plan (NRPP) requirements, thereby preserving the forest health. Channelizing the flow also reduces erosion and head cutting and promotes forest health.

Ecosystem Health Goals and Policies:

Goal: E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

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

Response: Preserving the trees and eliminating eroded channels will result in restoration of region's natural vegetation and ecosystem and associated wildlife habitat.

Policy E&C.6.4 Support collaborative efforts to return local native vegetation, channel structure and where possible and applicable, preservation and restoration of in-stream flows to the region's riparian ecosystem.

Response: Introducing a defined channel to replace eroded and braided channels will eventually establish a natural drainage corridor which will promote the region's riparian ecosystem along the channel which runs along the eastern perimeter of the subject parcel.

Stormwater and Watershed Management Goals and Policies:

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting

Policy: WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-yr floodplain escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.

Response: Since there is designated FEMA floodzone A on the property, change of floodplain from rural to the urban floodplain would still require protecting the improved drainageway. Project intends to improve the channel and submit CLOMR and LOMR applications to FEMA to officially remap the floodplain limits which clearly obligates the site to preserve the stream corridor and designates it FEMA floodplain which can not modified without notifying the Floodplain Administrator (COF) and FEMA in future.

Policy: WR.5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.

Response: The project improvements will include City of Flagstaff's Low Impact Development Integrated Management Practices (LID-IMPs). LID facilities will be implemented to address Runoff Control Volume (ROCV) for the first 1-inch rain. The LID facilities will treat and infiltrate ROCV which improves water quality and promotes groundwater recharge. Stormwater detention facilities will be implemented to attenuate the increased flow rate from the proposed improvements.

Date: October 25, 2019

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

Response: The proposed amendment is to revise floodplain designation on a private parcel and is not detrimental to the public interest, health, safety, convenience or welfare of the City. The proposed change will provide an opportunity to the owner to address erosion, head cutting and transporting sediment further downstream in the watershed which in turn enhances ecosystem health, water quality, restores natural, riparian and wildlife habitat. As discussed above, the amendment is in conformance to many of the goals and policies of the City's General Plan.

3. The proposed amendment is internally consistent with other applicable provisions of the Zoning Code.

Response: The proposed amendment is internally consistent with all other applicable provisions of the Zoning Code. The development procedures will conform to City's Zoning Code requirements for Commercial Developments.

The request is to revise the floodplain designation only and any modifications to the flood Zone A limits will be performed via FEMA notifications with a formal Conditional Letter of Map Revision (CLOMR) prior to any construction and a Letter of Map Revision (LOMR) after construction will be prepared for the City's concurrence and FEMA's approval. Please see the attached Exhibit 7 for the floodplain limits overlaid on the site plan.

The owner intends to improve the channel to address erosion and head cutting which will improve the water quality of the wash. The trees will be preserved to meet the Natural Resources Protection Plan (NRPP) requirements, there by preserving the wildlife habitat. The stream ecology will also be maintained by an open channel to the maximum extent possible except at access crossings. All of these measures will promote a naturally healthy environment and conform with the requirements of the City's Regional Plan.

If you have any questions, please feel free to contact us: Rick Schuller at rschuller@woodsoneng.com or Sirisha Kalluri at skalluri@woodsoneng.com, or call 928-774-4636.

Sincerely,

WOODSON ENGINEERING

Rick Schuller, PE Associate Principa

> RICHARD L. SCHULLER

Sirisha Kalluri, PE, CFM Assistant Project Manager



Attachments:

Exhibit 1: FIRMette

Exhibit 2: COF Rural Floodplain Map

Exhibit 3: 1982 USGS Historical map that shows the change of flow path of the Wash

Exhibit 4: 1954 USGS Historical Topographic Map Exhibit 5: 1962 USGS Historical Topographic Map Exhibit 6: Floodplain Limits Overlaid on Site Plan

National Flood Hazard Layer FIRMette



OTHER AREAS OF FLOOD HAZARD MAP PANELS OTHER AREAS **FEATURES** 111°39'35.46"W 35°9'48.36"N AREA OF MINIMAL FLOOD Subject Site 1:6,000 GSTAFE ■ Feet 04005068166 Zone A eff. 9/3/2010 CITYOFILA 1,500 ONE AE 200 250

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

With BFE or Depth Zone AE AO AH, VE AR Without Base Flood Elevation (BFE) Regulatory Floodway SPECIAL FLOOD HAZARD AREAS

of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile zone x Future Conditions 1% Annual Chance Flood Hazard Zone

0.2% Annual Chance Flood Hazard, Areas

Area with Reduced Flood Risk due to Levee. See Notes. Zone X

Area with Flood Risk due to Levee zone D

NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs

Area of Undetermined Flood Hazard Zone D

Channel, Culvert, or Storm Sewer

GENERAL | - --- Channel, Culvert, or Storm STRUCTURES | 1111111 Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect 17.5

Base Flood Elevation Line (BFE) Limit of Study www 513 www

Jurisdiction Boundary

Coastal Transect Baseline Hydrographic Feature Profile Baseline

OTHER

Digital Data Available

No Digital Data Available

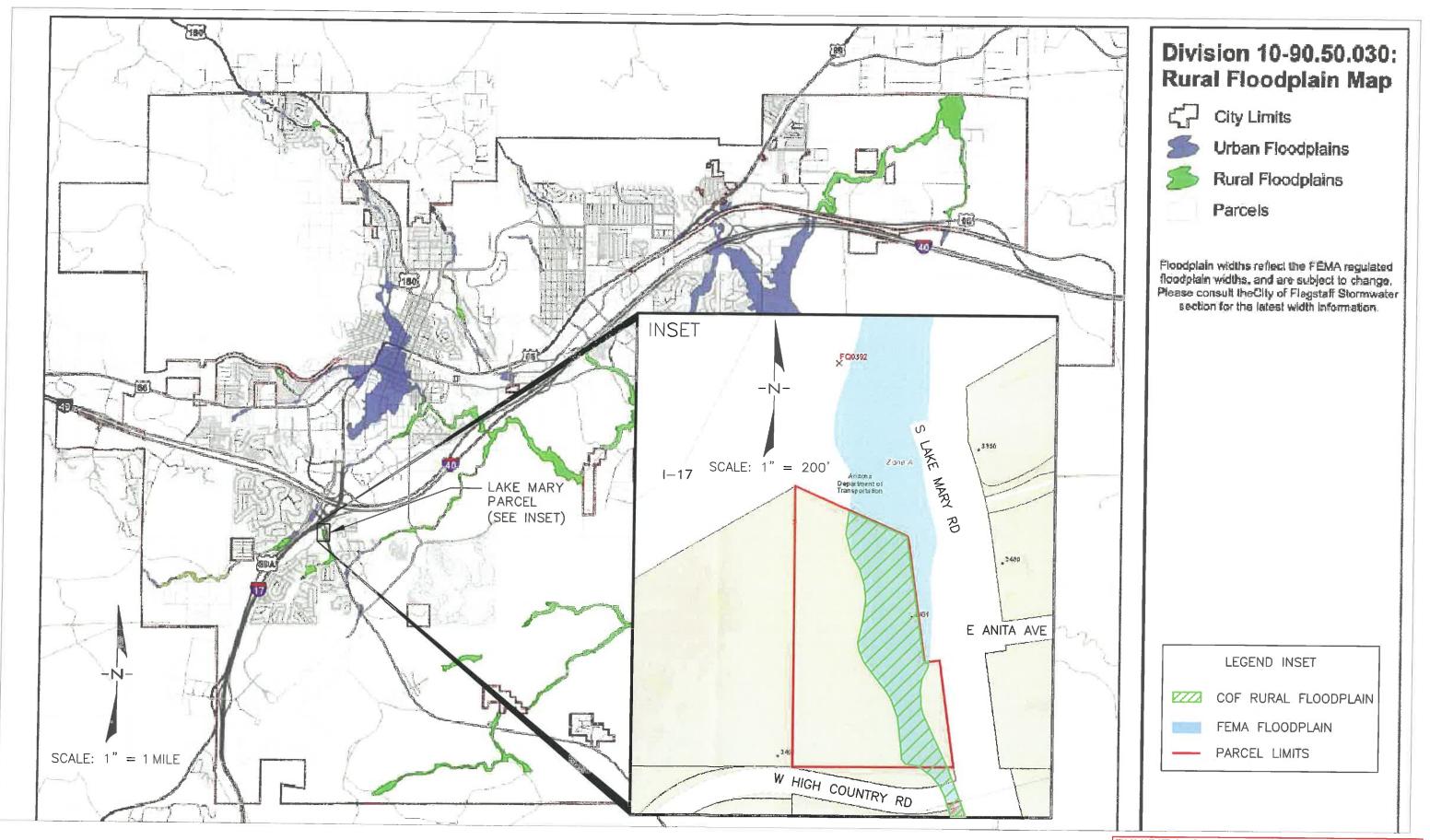
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

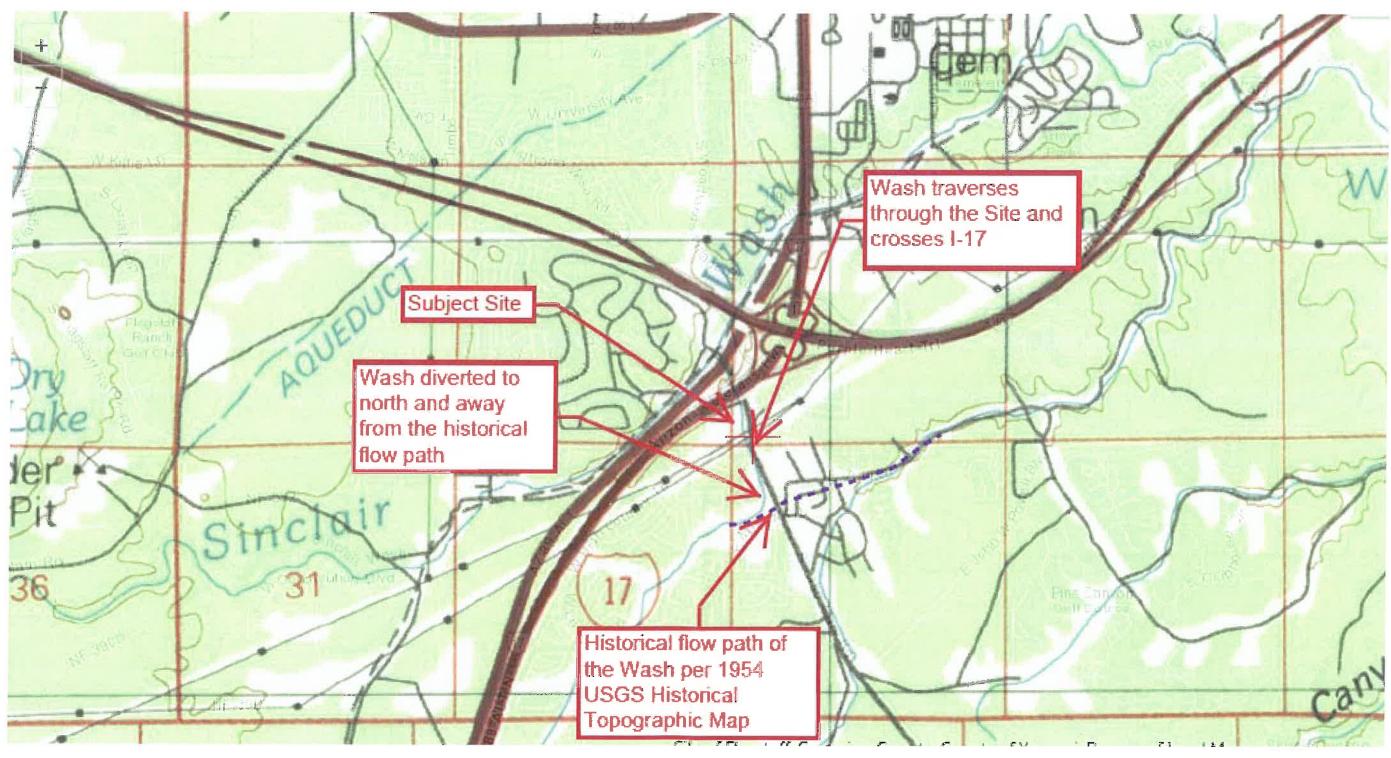
This map compiles with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown compiles with FEMA's basemap

authoritative NFHL web services provided by FEMA. This map reflect changes or amendments subsequent to this date and was exported on 11/5/2018 at 4:15:19 PM and does not time. The NFHL and effective information may change or The flood hazard information is derived directly from the become superseded by new data over time This map image is void if the one or more of the following map legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for elements do not appear. basemap imagery, flood zone labels,

gulatory purposes.

Exhibit 1: FIRMette

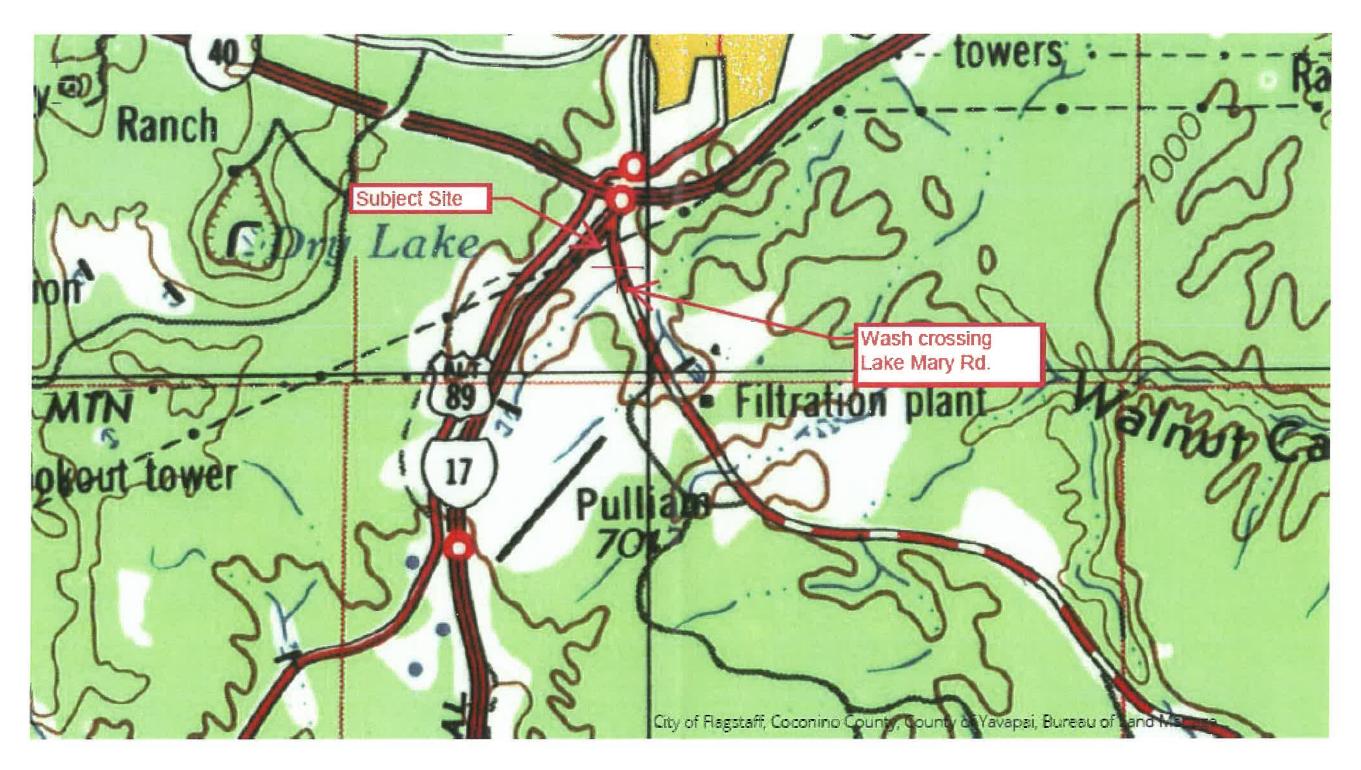




CHANGE OF HISTORICAL FLOW PATH OF THE WASH
EXHIBIT 3





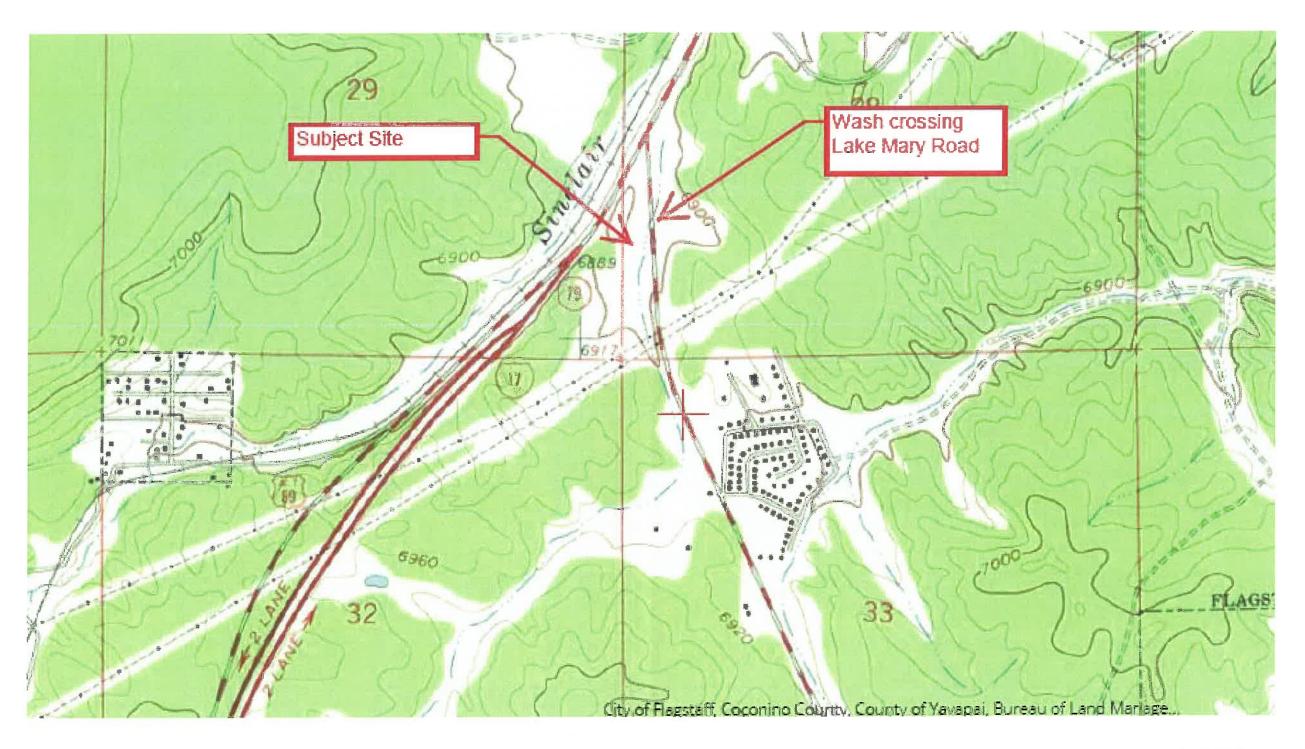


1954 USGS HISTORICAL TOPOGRAPHIC MAP

EXHIBIT 4







1962 USGS HISTORICAL TOPOGRAPHIC MAP

EXHIBIT 5





LEGEND

FASEMENT, EXISTING
RIGHT-OF-WAY, EXISTING
RIGHT-OF-WAY, PROPOSED
ASPHALT EDGE, EXISTING
ASPHALT EDGE, PROPOSED ROAD SHOULDER, PROPOSED
ROAD CENTERLINE, EXISTING
ROAD CENTERLINE, PROPOSED
BACK OF CURB, EXISTING
BACK OF CURB, PROPOSED SOEWALK, EXISTING
SIDEWALK, EXISTING
SIDEWALK, PROPOSED
CONCRETE EDGE, EXISTING
CONCRETE EDGE, PROPOSED
MAJOR CONTOUR, EXISTING
MINOR CONTOUR, EXISTING
BUILDING EDGE, EXISTING

OVERHEAD ELECTRIC LINE, EXISTING WATER LINE, EXISTING WATER LINE, PROPOSED STORM DRAIN, EXISTING FIBER OPTIC LINE, EXISTING DIRT ROAD, EXISTING BARBED WIRE FENCE, EXISTING CHAIN LINK FENCE, EXISTING WOOD FENCE, EXISTING

EXISTING PAVEMENT EXISTING STRUCTURE

WATER VALVE, EXISTING WATER VALVE, PROPOSED GAS VALVE, EXISTING SANITARY-SEWER MANHOLE, EXISTING SANITARY-SEWER MANHOLE, PROPOSED ELECTRIC MANHOLE, EXISTING STORM DRAIN MANHOLE, EXISTING WATER MANHOLE, EXISTING TELEPHONE RISER, EXISTING ELECTRIC RISER, EXISTING GAS RISER, EXISTING CABLE TV RISER, EXISTING SEWER RISER, EXISTING WATER RISER, EXISTING ELECTRIC METER, EXISTING GAS METER, EXISTING WATER METER, EXISTING FIRE HYDRANT, EXISTING FIRE HYDRANT, PROPOSED AIR RELEASE VALVE MANHOLE, PROPOSED AIR RELEASE VALVE VENT, PROPOSED CATCH BASIN, EXISTING GUY ANCHOR, EXISTING

SIGN POST, EXISTING SIGN POST, PROPOSED UTILITY POLE, EXISTING
UTILITY POLE, PROPOSED BOLLARD, EXISTING BOLLARD, PROPOSED TREE, DIAMETER AT BREAST HEIGHT AS NOTED (P=PINE (J=JUNIPER, D=DECIDUOUS FOUND REBAR AS NOTED FOUND PIPE AS NOTED FOUND SECTIONAL CORNER AS NOTED

LIGHT POLE, EXISTING LIGHT POLE, PROPOSED

FOUND RIGHT-OF-WAY MONUMENT AS NOTED FOUND NAIL AS NOTED

> 103-27-003K HIGHWAY COMMERCIAL (HC)

FOUND PANEL POINT

PRELIMINARY FOUND MONUMENT AS NOTED

SITE DATA:

PARCEL:
APN

 $\langle \nabla \rangle$

FLOOD ZONE FLOW RATE

FLOODPLAIN NOTES

04005C6816G (EFF. DATE - 9/03/2010)

A (BASE FLOODPLAIN MAPPED BY APPX. METHODS,

150 CFS (BASE FLOW RATE IE., Q100 REFERENCED FROM FIS FOR UNNAMED WASH)

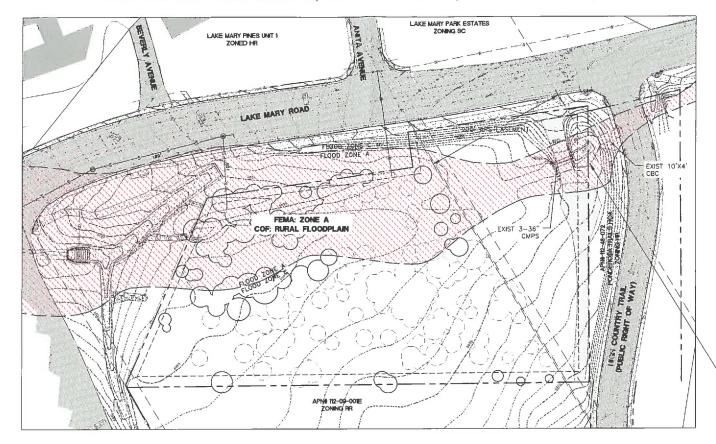
FLOODPLAIN ON THE SUBJECT PROPERTY IS DESIGNATED AS RURAL FLOODPLAIN PER CITY OF FLAGSTAFF ZONING CODE DIVISION 10-90 40.303: RURAL FLOODPLAIN MAP. THE CURRENT APPLICATION IS TO CHANGE THE RURAL FLOODPLAIN DESIGNATION TO URBAN FLOODPLAIN BY ZONING CODE TEXT AMENDMENT.

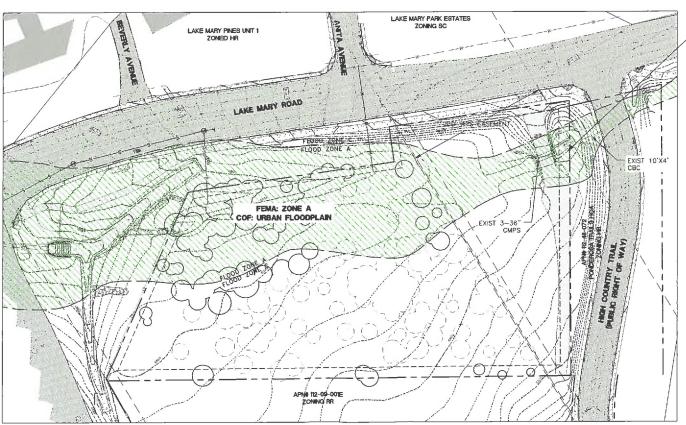
ARIZONA'811

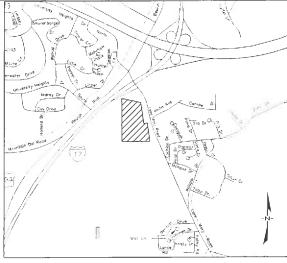
ENGINEER
WOODSON ENGINEERING AND SURVEYING, INC.
124 N. ELDEN ST.
FLACSTAFF, AZ 86001
(928) 774-4636

LAKE MARY ROAD PARCEL

PORTION OF SECTION 28, TOWNSHIP 21 NORTH, RANGE 07 EAST, GILA AND SALT RIVER MERIDIAN, CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA







18029

SURVEYING, INC.

AND NF. (928)

WOODSON ENGINEERING
124 N. ELDEN ST. . FLAGSTAFF, AZ 86001 · PHO

26,

/90

VICINITY MAP FLAGSTAFF, ARIZONA (NOT TO SCALE)



CHANGE OF COF FLOOPLAIN FROM RURAL FLOODPLAIN TO URBAN FLOODPLAIN BY ZONING CODE TEXT AMENDMENT.

THE LIMITS OF FLOODPLAIN (BOTH RURAL AND URBAN FLOODPLAINS) MATCH FEMA'S FLOODZONE A.



FEMA ZONE A 🔀 COF: RURAL FLOODPLAIN



COF: URBAN FLOODPLAIN

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SHEET 1 OF 1

2018 Rio de Flag Floodplain Assessment

Floodplain Health Assessment PO # 18-001691



Natural Channel Design, Inc. Natural Channel Design, Inc. 2900 N. West St, Ste 5 Flagstaff, AZ 86004

July 2018

2018 Rio De Flag Floodplain Assessment

Floodplain Health Assessment PO # 18-001691

Submitted to:

Jim Janecek City of Flagstaff Stormwater Section 211 West Aspen Ave Flagstaff, AZ 86001

Natural Channel Design, Inc. Prepared by: Natural Channel Design, Inc. 2900 North West St., Ste 5 Flagstaff, AZ 86004

July 2018

TABLE OF CONTENTS

Table of Contents	
List of Figures	
List of Tables	
Executive Summary	
Project Description	
Location	
Project Objectives	3
Methods	4
Results	g
Vegetation Composition and Invasive Weeds	10
Zonation	10
Bank Erosion	11
Bed Stability	11
Floodplain Access	12
Culverts and Bridges	12
Floodplain Blockage	
Trash & Debris	13
Roads and Trails	13
Pollution Prevention	13
Inflow Channel Condition	13
Sediment Source	13
Multiple Categories of Impairment	14
Recommendations	14
Conclusions	18
Technical Appendices	19
Appendix A	A
Reach Maps	A
Appendix B	Е
Additional Materials	E
LIST OF FIGURES	
Figure 1 Location map	3
Figure 2. Reference vegetation zones along streambank	
LIST OF TABLES	
Table 1. Scoring matrix for floodplain health	5
Table 2. Results for reach analysis of photos	

EXECUTIVE SUMMARY

Key aspects of floodplain health (erosion, aggradation, channel access to floodplain, vegetation composition and distribution, blockage and sediment inflow, trash, etc.) were assessed throughout the Rio de Flag and its tributaries within and near the City of Flagstaff. The study was conducted by analysis of spatially referenced photos taken during November 2017. Each photograph was scored using a scoring matrix which included 12 different aspects of floodplain health. This matrix did not cover floodplain capacity. All scoring was done through visual inspection and estimation following the outline of the matrix developed for the study. Scores were combined into 18 different reaches of stream throughout the city that were delineated by relatively homogeneous health condition as well as inflow of major tributaries.

The spatially referenced scores show a relatively clear effect of urbanization on the Rio de Flag and its tributaries. Weeds, bank erosion, blockages and access to floodplain generally scored best on the western and northern end of tributaries outside of the city limits and decreased as the channel flows through the city to the eastern boundary.

While the data clearly indicate specific areas for cleanup, restoration and protection, they also indicated that many of the issues originated outside of the floodplain. Weeds, sediment production and trash accumulation were key issues and all linked to sources outside of the floodplain. These issues will clearly require cooperation with landowners and city departments outside of the stormwater group. Another key finding is that reaches with low scores in one category were often low scoring in other categories. This indicated the compound effects of multiple stressors (for example bank erosion related to both sediment aggradation, incision and invasion by weeds.)

Suggestions have been made in the form of best management practices, seeding and weed management specifications that can help to address many of the issues.

This data can easily be replicated and the methods can be utilized by citizen scientists with limited training in the future. The data sets are supplied to the city in the form of spatially linked photos in ArcGIS as well as excel worksheets with photo numbers, scores etc. New photos and reanalysis with the scoring matrix can be utilized to understand the effects of restoration projects and implementation of new management strategies. Moreover, mobilization of citizen groups to help with future monitoring further encourages a relatively well informed and interested public into continued participation in aspects of the floodplain that citizens of Flagstaff have expressed concern for including open space, aesthetics, wildlife habitat and recreational activity.

PROJECT DESCRIPTION

The City of Flagstaff, Stormwater Section wishes to make an assessment of floodplain health for the Rio de Flag, the main drainage through the city, and several of its key tributaries. The major aspects of floodplain health that are of interest are: vegetation components, erosion or aggradation of the floodplain, excessive trash or dumped materials, access to floodplain by the active channel, and culverts or other infrastructure that improperly alters the hydraulic or sediment transport capacity of the channel or inflow. These key aspects of floodplain health combined with hydrologic modeling results which the stormwater section already has in place will provide a snapshot condition of how well specific reaches perform hydrologic, physical and ecological functions.

Although flows are ephemeral, the channel flows often enough and for long enough periods that some riparian vegetation is supported along the length of the channel. Consequently, the channel is recognized for wildlife habitat, aesthetic and recreational values along much of its length. Accordingly, the floodplain of the Rio and its tributaries are targeted for multiple uses compatible with flood conveyance. Open space, wildlife habitat, aesthetics and recreational/non-motorized transportation use are key elements recognized in concert with flood control. Thus, understanding of multiple aspects of floodplain health beyond hydraulic capabilities is key to broad public support for flood control and water quality missions of the city.

Analysis of the site conditions and causes will not only be utilized as a tool to prioritize enhancements and improvement projects but will provide insight into potential shortcomings of current floodplain management regulations. Natural Channel Design (NCD) will provide a report identifying floodplain health conditions and patterns within the data set that was provided by the City. Issues affecting floodplain management will be identified. Suggested changes to city maintenance operations, codes and regulations will be developed and provided in the final deliverable. These suggestions along with proposed future monitoring ideas and information needs for development of floodplain management plan will be provided as well.

LOCATION

The Rio de Flag is the major water course draining Flagstaff, Arizona. The Rio de Flag is an ephemeral stream for most of its length. However, there are several springs that contribute perennial flow for short reaches. Although the channel lacks perennial flow it has a large watershed which contributes stormwater and snowmelt runoff to the channel. Watershed area upstream of the city limits is 72 square miles. There are numerous relatively large tributaries that join the Rio de Flag within the boundaries of the City of Flagstaff (COF) and the watershed area grows to 114 square miles at the downstream end of the city boundary. The COF greater city limits include approximately 64 square miles.

Most tributary watersheds and the watershed of the main channel of the Rio de Flag originate on Coconino National Forest lands outside of the city limits. The watershed upstream of the city is characterized by relatively steep slopes, ponderosa pine forest and volcanic soils. There is some development on Coconino County lands outside the city limits that could affect downstream floodplain health, however, the majority of the watershed and floodplain leading into the city limits is undeveloped

forest lands. The Rio de Flag watershed is entirely within the Canyon Diablo HUC 15020015 and represents the northern most subdrainage in that unit.

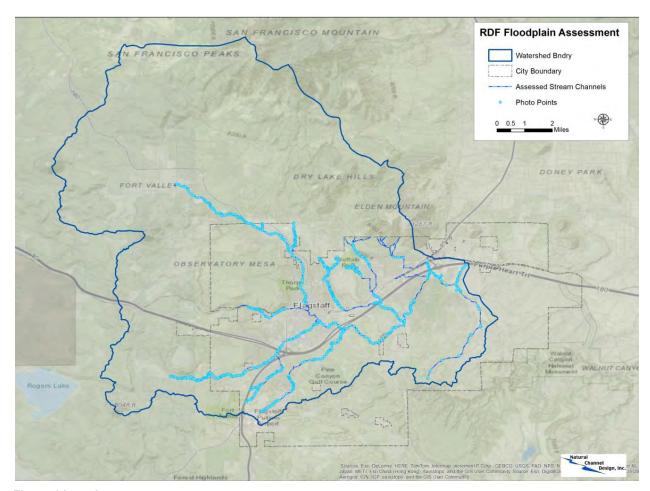


Figure 1 Location map.

The project is located along the Rio de Flag and its tributaries through Flagstaff, AZ. Tributaries originating outside of city boundaries with significant connections to the Rio were also studied.

PROJECT OBJECTIVES

The objective of the study is to provide a repeatable and quantifiable snapshot of floodplain health and function throughout the City of Flagstaff. This study is meant to utilize easily available data, which can be updated for new analysis. The use of georeferenced photos provides a means of utilizing easily obtainable data which can be used in a quantifiable manner and easily reproduced. The data produced should help to define problem areas, as well as specific issues that can be addressed through management or enhancement projects. Additionally, the repeatable nature of the study will allow monitoring of regulatory and project success in the future.

METHODS

City of Flagstaff Stormwater Section provided photographs of the channel and floodplain of the Rio de Flag and its major tributaries. Photos were taken in a systematic manner during the late fall of 2017. Photos were taken roughly every 400 feet along the channel in addition to any structures in the channel (culverts and bridges) and significant inflow channels. There were 17 different stream reaches photographed by the Stormwater Section, with NCD completing an 18th reach in early summer of 2018 for a total of 2100 photographs. Reaches were designated by the stormwater section and further refined during data analysis.

A scoring matrix was developed to evaluate the health of the floodplain shown in the photos. There are seven main categories with twelve total categories. The main categories evaluated were: vegetation, erosion/aggradation, floodplain access, flow conveyance, trash and debris, roads and trails, and inflow sources. Four of the main categories included sub-categories. The vegetation category was comprised of composition and zonation. Erosion/aggradation included bank erosion and bed stability. Flow conveyance considered floodplain blockages and structures such as culverts. Inflow source had three subcategories: pollution prevention, inflow channel condition and sediment source from inflow.

All photos were evaluated for each category. Visual estimates were made based on what could be seen in the photograph. These were visual estimates for conditions such as percent vegetative cover, entrenchment ratio, percent floodplain blockage, etc. presented in the photos. Local knowledge of the floodplain condition surrounding the photo was utilized to augment the photographic information as needed and field verification of conditions at some sites unfamiliar to the survey team. Actual field conditions may vary significantly if the photo was not representative of overall existing conditions.

Each photo was scored from 'one' (indicating poor health) through 'five' (indicating good health) or NA for Not Applicable for each of the 12 categories. A map has been made for each category with each photo color-coded by score. These maps help show hotspots and provide an overall sense of scale of problem areas. A georeferenced database containing all the photos was developed in ArcGIS and is provided as a reference data set/electronic appendix to this report.

Categories and scoring matrix are presented in Table 1 and explained in detail below.

The **vegetation composition** category considered the percent cover of non-native and weedy annual species present and the presence of any highly aggressive invasive species. A vegetative community that appeared to be all native scored a five. A score of four, three or two indicated increasing levels of non-native or weedy annual species percent cover. A 'one' indicates a vegetative community that is dominated by non-native and weedy, annual species. In addition, there is an **invasive weed** map showing the locations of all aggressive, invasive species seen in the photos. Aggressive invasive species are a subgroup of the many invasive species common to the region. These are considered highly problematic in this region and several are often target weed species outside the floodplain area. These include Scotch thistle (*Onopordum acanthium*), diffuse knapweed (*Centaurea diffusa*), common teasel (*Dipsacus fullonum*), and poison hemlock (*Conium maculatum*).

Vegetation zonation is an indicator of location of appropriate species growing in relation to the active channel and floodplain. The function being addressed is blockage of the active channel by large diameter stiff vegetation that captures debris and blocks flows as well as having appropriate densely rooted vegetation in active stress areas of the channel to prevent erosion. Ideally, vegetation is distributed in the floodplain similar to that show in Figure 2. Vegetation zonation is scored as a

departure from this norm. A 'five' indicates that the vegetation is appropriately zoned, 'four' indicates that there was some large, woody vegetation in the active channel, 'three' that the floodplain was lacking in trees or in appropriate vegetation, 'two' there was dense, woody vegetation in the active channel and 'one' indicates that the toe zone of the active channel was unprotected by vegetation allowing erosion along the toe of the bank.

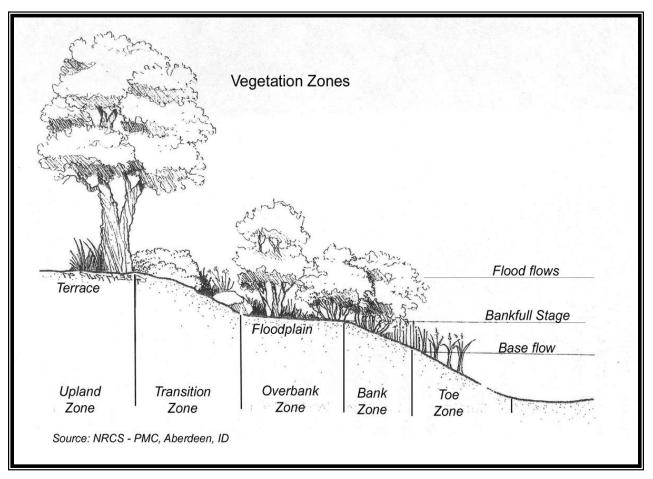


Figure 2. Reference vegetation zones along streambank.

Stylized layout of vegetation zones along cross section of stream bank. Low growing, flexible and rhizomatous materials are closer to the active channel and grade into taller, stiffer and more long lived species at the outside of the floodplain. Zonation is driven by both moisture gradients and the frequency and magnitude of high flow events.

Bank erosion considered whether the banks were stable or eroding and provide an indicator of both channel lateral stability and sediment supply to the channel. Banks that were stable with good vegetation scored a 'five', while stable banks with artificial protections, such as riprap or concrete, scored a 'four' because they lacked habitat and aesthetic qualities. Eroding banks with smaller unprotected areas of generally less than 25% scored a 'three' and eroding banks with larger unprotected areas, often greater than 75% scored a 'two'. Vertical eroding banks with an eroded bank height that was greater than the bankfull height scored a 'one'.

The **bed stability** category determined whether the channel bed was incising, aggrading, or stable as indicated by headcutting or sediment size distribution in the channel. A 'five' indicated a stable channel bed with appropriate vegetation or sediment size to withstand normal erosive forces. 'Four' indicated a stable bed dependent on artificial grade control placed within the channel. An incised bed that has incised, then widened and stabilized with flood plain features and some vegetation scored a 'three'. A bed with signs of instability or inappropriate sized sediment to projected shear stress (i.e. fine sediment dominate bed in a channel that now receives concentrated storm flows from a culvert or ditch) scored a 'two'. A channel with obvious signs of incision, erosion or aggradation scored a 'one'.

Floodplain access evaluated the degree to which flood flows had access to the floodplain or were confined within a narrow channel which creates high velocities and shear stress. Flood flows that are allowed to spread across a floodplain travel at reduced velocities and can attenuate as they travel downstream. Additionally, floodplains can help improve water quality of peak flows as vegetation and soil bacteria utilize nutrients and capture other pollutants. An estimate of the entrenchment ratio was used to determine scoring. The entrenchment ratio is a measure of the vertical containment of a channel that is defined as the flood-prone width divided by the bankfull width. Bankfull being the width of the active channel and flood-prone being the width at twice the depth of the active channel. These ratios were estimated from the photos and no actual measurements were taken. An entrenchment ratio of 2.0 means that the flood-prone width is twice the bankfull width. A larger entrenchment ratio means there is a larger flood area/width relative to the size of the bankfull or active channel. Photos that showed larger floodplains or floodplains with minor blockages scored highest (five). Channels with flood-prone width that was less than twice the bankfull width scored a 'two' and if there was no access to the floodplain because the channel was entirely within a pipe or conveyance it scored a 'one'.

The **culverts and bridges** category scored these structures on capacity, floodplain connectivity and condition. Bridges that spanned the entire floodplain scored a 'five'. Geomorphically designed culvert arrays (mimicking natural channel dimensions) or bridges that came close (but not quite) to spanning the floodplain scored a 'four'. A relatively stable, standard design (single barrel or all barrels at same elevation) culvert scored a 'three'. Culverts that were under capacity, created problematic slope breaks in the channel, or high energy flows scored a 'two'. Broken culverts or those with signs of erosion or aggradation received a 'one'.

Floodplain blockage evaluated the degree to which the floodplain was blocked by objects like stockpiles or fill. A floodplain that was clear for the full width and in a natural condition scored a 'five'. Floodplains with other uses that did not necessarily hinder flood flows but interacted with them scored a 'four' such as when fill, rock, roads or development encroached on the floodplain but did not block it. A floodplain with less than 50% blockage scored a 3. One with greater than 50% blockage but with accommodations for increased stage a velocity (such as armoring) scored a 'two', while one with similar blockage but without armoring scored a 'one' due to potential for erosion during peak flows.

The **trash and debris** category rated the amount of these materials seen in each photo. Essentially no trash or debris scored a 'five'. Minor debris along the floodline was score as 'four'. Trash and debris buildup around grates and culverts scored a 'three'. Trash and debris dumping along the fringe of the floodplain scored a 'two', while dumping in or near the active channel scored a 'one'.

The **roads and trails** category evaluated the degree travel ways were appropriately placed within the floodplain. A 'five' indicated that there were no roads or trails in the channel or floodplain. A 'four' indicated they were perpendicular to the flow and supported by an appropriate crossing. A 'three'

indicated they ran parallel to the flow but were placed at the outer fringe of the floodplain, while 'two' indicated they were parallel but blocking the floodplain. The photo was scored 'one' when a road or trail was parallel to flow, sunken or at grade or there were roads/trails that were dense, rutted or heavily used by ATVs because of the potential for flood flows to be captured by the pathway and create erosion or divert the channel.

Pollution prevention focused on the degree to which inflow areas were influenced by direct runoff from areas which normally provide relatively high non-point source pollution or direct flows from impermeable surfaces. Only the inflow area seen in the photograph was assessed. Low impact development features such as stormwater retention/detention basins may have been installed upstream of the inflow area and were not assessed. The **inflow channel condition** category estimated the degree to which the inflow channel was natural. A fully natural channel scored a 'five', \geq 75% natural scored 'four', approximately 50% natural 'three', \leq 25% natural 'two' and a fully paved or piped channel scored 'one'.

The **sediment source** category evaluated the amount of sediment potentially supplied to the channel and its source. If the inflow source was from a forest or a neighborhood with no bare ground it scored a 'five'. Temporary construction site near the floodplain scored a 'four'. Chronic inflow of cinders from roadways scored a 'three'. Chronic dirt roads or erosion in the drainage scored a 'two'. Bare ground or eroding banks near the confluence scored a 'one'.

Scoring was tabulated in an Excel™ spreadsheet that correlated reach designation and photo number with scores for each category and notes about observations made from the photo. Reach designations were used to combine photos and determine mean scores in each category.

Scores for each category at each photo point were plotted in ArcGIS for visual assessment of each reach. In several cases, reaches were subdivided based on scoring observations to provide reach boundaries with more homogeneous scores, thereby providing a better description of the functions in the reach. Mean scores calculated from combining unweighted categories are likely not useful to understand the overall score of a specific reach since scores from each category operate on an independent scoring description which is not related to scoring in other categories. In order to understand the overall health of a reach in relation to other reaches we tabulated the sum of how many categories the reach scored in the bottom 25th percentile compared to other reaches for each category. While this helps to pinpoint specific reaches in the greatest need, as a practical point, scores from individual categories are likely more meaningful to direct management action or regulation changes.

Importantly, these results are also provided in a GIS database which can easily be utilized to locate specific problem areas or reference reaches and drive management decisions or be tied to future monitoring efforts.

Table 1. Scoring matrix for floodplain health

Each photograph was scored utilizing the scoring matrix below. Scores were based on visual assessment of photographs. No measurements were made. However, a subset of photos was field verified by the scoring team.

Rio de Flag Photo Scoring Matrix

5 point max (good health), 1 point min (poor health), NA is not applicable

				Score		
Main Category	Sub-Category	5	4	3	2	1
Vegetation	Composition	All native	≤25% non native	50%/50%	≥75% non native	Dominated by non- natives and weedy annual species
Vegetation	Zonation	Appropriately zoned	Some large woody in active channel	Floodplain lacking any trees or appropriate vegetation	Dense woody debris in active channel	Toe zone unprotected by vegetation
Fracian/	Bank Erosion	Stable banks with vegetation	Stable with riprap	≤25-50% unprotected bank	≥50-75 % unprotected bank	Vertical eroding bank > bankfull height
Erosion/ Aggradation	Bed Stability	Stable with appropriate vegetation or sediment size	Stable with artificial grade control	Incised but showing signs of widening or aggrading	Easily erodible bed material with Bed showing signs of instability	Obvious erosion or aggradation
Floodplain Access		Entrenchment ratio > 3	Floodplain with some blockage	Entrenchment ratio ≈ 2	Entrenchment ratio < 2	No floodplain, all in pipe or conveyance
Flow	Culverts and Bridges	Bridge span over entire floodplain	Geomorphically designed culvert array	Standard design, with over-wide section	Under capacity, slope break, high energy, etc.	Broken, leaking, erosion or aggradation
Conveyance	Floodplain Blockage	Clear for full width - natural	Clear for full width - other use	<50% blockage (stock piles, fill sections, etc.)	>50% blockage with accomodations for increase stage and	> 50% blockage - no armoring
Trash & Debris		Essentially none	Minor debris along flood line	Debris buildup on grates or around culverts	Trash and debris dumping along fringe of floodplain	Trash and debris dumping in or near channel
Road & Paths		No roads or trails in floodplain	Roads and trails at grade or supported by appropiate channel	Road or trail parrallel to flow but at outer finge of floodplain	Parrallel to flow and above grade: blocking floodplain	Parrallel to flow: at grade or sunken or dense, rutted, ATV use
Inflow Source	Pollution Prevention	Full LID retention/detention	Partial LID	Detention only	Partial detention	Direct runoff to channel
	Inflow Channel Condition	Natural channel above	≥75% natural channel	50% natural channel	≤25% natural channel	Paved or piped channel
	Sediment Source	Healthy forest or neighborhood with no bare ground	Temporary construction site near floodplain	Chronic inflow of cinders or icemelt from roadways	Chronic dirt roads or erosion in drainage	Bare ground or eroding banks near confluence

RESULTS

The original 17 reaches provided by the city are currently divided into 22 different reaches. One reach (18) was added by doing additional survey in 2018. Some larger reaches were subdivided based on junctions with major tributaries or significant changes in surrounding land use.

Tabulated category mean score results are provided in the table below for each reach. There was a tendency for reaches with low scores in one category to also have low scores in additional categories. This is reflected by the 'number of lowest scores' column which sums the number of categories that the reach scored in the lowest 25th percentile.

Summary results indicate that the most widespread issues affecting the floodplain are inflow channel conditions, lack of pollution prevention, effects of roadways including culverts and bridges as well as invasive plants. Trash and debris in the floodplain was not generally a problem although several discreet areas do have considerable litter generated issues. In general, the areas to the west and north either outside of the city limits or in the upstream portions within the city score relatively high in each category while scores generally decrease in the Rio and its tributaries as they progress through the city. The exception to this is Reach 5- Peaceful Valley Wash which is very rural for most of its length but has been heavily impacted by off road vehicle use on a roadway that runs within the ephemeral channel. This pattern is strongest for nonnative species and invasive weeds which do increase dramatically in reaches to the eastern or downstream end of the city. Specific highlights of the results from each category are presented separately below. Maps, indicating scores for each photograph are provided fore each category in the Appendix to this report.

Table 2. Results for reach analysis of photos.

Mean scores for each category by reach. The far right column contains the number of times that each reach scored in the lowest 25th percentile of reach scores for additional categories and provides an estimate of cumulative impacts.

										Inflow	Inflow	Inflow	
	Vegetation	Vegetation	Bank	Bed	Floodplain	Culverts &	Floodplain	Trash &	Roads &	Pollution	Channel	Sediment	# of Lowest
Reach	Composition	Zonation	Erosion	Stability	Access	Bridges	Blockages	Debris	Trails	Prevention	Condition	Source	Scores
1a	3.6	4.5	4.3	4.6	3.8	2.8	4.5	4.9	3.4	1.0	4.5	4.6	2
1b	3.4	4.9	4.5	4.8	4.6	4.2	4.5	4.8	4.0	1.3	3.1	4.7	1
1c	2.6	4.9	4.3	4.8	3.4	2.5	3.4	4.6	4.4	1.5	1.2	4.9	6
2	4.5	4.5	4.0	4.0	3.5	2.8	3.7	4.8	4.1	1.9	2.9	4.2	4
3	4.6	4.3	4.5	4.7	4.2	3.4	3.8	4.5	4.5	1.8	2.6	4.9	1
4	4.4	4.3	4.7	4.7	3.6	3.0	4.8	4.9	4.7	5.0	4.0	4.9	0
5	3.2	4.2	4.1	4.0	4.1	2.3	4.9	4.9	3.3	1.0	2.1	4.1	8
6	4.5	5.0	4.4	4.5	2.6	2.4	5.0	4.9	4.5	1.8	1.0	4.0	4
7	4.7	4.7	4.4	4.7	3.8	3.3	4.6	5.0	4.3	1.0	2.1	4.9	0
8	4.9	4.7	4.7	4.8	4.3	3.0	4.8	5.0	4.6	1.0	3.3	4.9	0
9a	4.7	4.3	4.7	4.8	3.9	3.5	4.7	5.0	4.7	1.4	4.8	5.0	1
9b	4.3	4.5	4.6	4.8	3.8	3.9	4.5	4.9	3.4	1.0	5.0	4.9	1
10	4.6	4.6	4.4	4.8	4.2	3.3	4.6	4.5	4.8	1.4	4.5	4.9	1
11a	4.1	4.6	4.2	4.0	3.2	3.1	3.4	4.7	3.6	1.0	3.3	4.7	3
11b	4.3	5.0	4.2	4.3	2.9	3.1	4.2	4.7	3.3	1.0	2.0	4.5	5
11c	4.7	5.0	4.5	4.7	4.1	3.8	4.8	5.0	3.3	1.0	3.7	5.0	1
12	4.9	4.9	4.2	4.9	4.4	3.0	4.5	5.0	4.8	1.0	NA	4.9	0
13	3.8	3.7	3.5	4.1	3.8	2.8	4.7	4.5	4.2	1.6	2.3	4.2	5
14	4.9	4.7	4.7	4.8	4.4	3.0	4.5	4.7	4.6	1.6	1.3	4.6	1
15	4.9	4.8	4.7	4.7	4.1	3.0	4.2	4.8	4.3	3.1	3.7	4.5	0
17	4.1	4.0	4.3	4.4	3.6	2.7	3.8	4.7	4.6	2.9	4.1	4.6	3
18	2.5	2.6	3.7	4.4	3.2	2.7	3.2	4.3	4.0	1.0	2.6	3.6	8

VEGETATION COMPOSITION AND INVASIVE WEEDS

The vegetation composition category evaluated the presence and degree of non-native and weedy, annual species as well as the presence of highly invasive species. The majority of the Rio de Flag watershed has a primarily native vegetation community that is in good condition, especially in the upstream reaches around the edges of the city limits. This vegetated community composition changes depending on floodplain morphology and can be dominated by either native grasses, willows and other shrubs as well as more upland trees such as ponderosa pine and oak. As the watershed enters more urban areas with higher levels of disturbance, the vegetation begins shifting toward more non-native and weedy, annual species and in some areas becomes dominated by non-natives. These non-natives include Siberian elm, Russian olive as well as weedy annuals and the pattern of occurrence indicates that weed seed is being actively transported by both flood flows as well as prevailing wind patterns (from the southwest). Weedy, annual species (both native and non-native) are a concern because they have shallow root systems and provide the channel with little to no protection from erosive forces and they tend to lower the habitat quality for wildlife. There are high levels of non-native species along the lower reach of the Rio de Flag and along the washes that enter in this area including Spruce Avenue Wash, Fanning and Peaceful Valley. Many of these areas appear to have been disturbed but were not revegetated, leaving them vulnerable to easy invasion by weeds. There is also a section of Sinclair Wash (Reaches 11a,b,c) with some high levels on non-native plants. The non-native section through Wheeler Park just indicates the presence of turf grasses instead of native grasses. This is not generally considered a problem from an erosion point of view, however turf grass does limit the habitat diversity and quality.

Not surprisingly the areas with aggressive invasive species overlap with the areas with least amount of native vegetation. There are also several smaller, scattered populations of invasive weeds found throughout the watershed. There were four key invasive species identified in the photos: diffuse knapweed (*Centaurea diffusa*), poison hemlock (*Conium maculatum*), common teasel (*Dipsacus fullonum*), and Scotch thistle (*Onopordum acanthium*). These species are highly invasive and are of great concern because that can take over both disturbed and natural areas. They can push out native species and form large, dense stands. They are also quite difficult to control once they become established and take years or longer to eradicate.

Common teasel and poison hemlock are almost exclusively found in wetter areas along channels and on floodplains. Working to control these species in the Rio de Flag floodplain is key to controlling these species in the Flagstaff area. In addition to the locations on the map, the unevaluated area of Switzer Wash (Reach 15 Switzer and 13 Spruce Ave Wash) is heavily infested with teasel. Scotch thistle is found in uplands but often dominates floodplains. Controlling this species in the floodplain would make a large impact on the local population.

Diffuse knapweed prefers dryer habitats but is happy to invade and dominate a disturbed floodplain such as upstream of Foxglenn Park (Reach 1b and 1c).

ZONATION

Poor scores in the vegetation zonation category was due to either dense woody vegetation or an unprotected toe zone in the active channel. Appropriate vegetation such as native grasses and shrubs protect the channel from erosion. This is especially important to the Rio de Flag where most of the reaches are located in relatively fine soils which lack sufficient cohesion to resist erosion without

vegetation or some other protection. This becomes even more important since many of these reaches have either incised due to natural forces or been channelized to increase flood capacity. The channel in the upper Peaceful Valley reach runs down a road which does not have vegetation leaving the toe unprotected.

Dense woody vegetation can block the channel causing increased flood stages and occasionally causing lateral instability. There were a few reaches with consistently lower scores in the zonation category which included Fanning Wash, lower Spruce Avenue Wash, and upper Peaceful Valley. The Fanning reach consists almost entirely of annual species and invasive weeds which provide no protection for the toe of the bank. Spruce Ave Wash has several sections of dense woody vegetation in the active channel which has caused the banks to erode. The eroding banks no longer have vegetation protecting the toe which can lead to increasing rates of erosion.

BANK EROSION

Overall bank stability within the City is not a major issue in most of the channels. Many of the sites that are eroding are in stable channels that have incised in the past and have widened. There are taller banks that are still unvegetated due to the banks being too steep to support vegetation, but the toes of the banks are stable. This appears to be the case along the Sinclair Wash reaches, and also in the Schultz Reach. The Bow and Arrow Reach 2 has instability at the beginning of the reach near the airport that is causing active bed and bank erosion. This may be a result of increased runoff directed from activities around the airport. Further downstream the channel is relatively stable.

Within Spruce Ave. wash, isolated pockets of bank erosion occur to the north of Butler Ave. These appear to be caused in some instances by trees in the channel creating blockages that can cause widening. Others are caused by culvert alignments. In Spruce Avenue downstream from Butler, incision followed by channel widening is creating highly unstable banks.

Along the lower portion of Fanning Wash, the stream crosses a low water crossing and drops down from approximately 6 feet, followed by another headcut and widening reach downstream. This long reach of tall banks and low stability is creating one of the largest sediment sources in the reaches that have been assessed.

The final problem area is along the upper end of Peaceful valley wash. The channel here is located in a dirt road located in the valley bottom that has captured what would probably have been dispersed flow. Incision and erosion along the road create a long reach of unstable channel and high sediment supply.

BED STABILITY

The channel beds in the city are overall fairly stable. There is evidence that many channels have incised in the past, but have since stabilized by widening and creating a flood plain. Instability tends to be localized and due to the presence of obstructions such as culverts or floodplain encroachment. Aggradation most often occurs at the entrances of culverts or road crossings where the channel is overwide. Current incisions are due to channel obstructions, culverts, roads or other factors that are not generally apparent in the photos.

Specific problem areas include the upstream end of Bow and Arrow Reach 2. The channel becomes incised at the outlet of a recently installed culvert and remains incised with eroding banks for the next half mile until the valley changes and the stream becomes more stable.

Sinclair Wash Reach 11 shows several areas of aggradation, mostly in relation to culverts. There does appear to be a headcut upstream from the wastewater treatment plant near I-40 that could be a problem. The upstream end of Peaceful Valley Reach 5 is unstable due to the dirt road in the valley bottom that has concentrated flows causing incision. There is also a relatively active headcut in Reach 9a of the Rio de Flag in the Cheshire neighborhood that threatens to move upstream into channel that is in relatively good condition.

FLOODPLAIN ACCESS

Floodplain access is the ability of flood waters to spread outside of the active channel, reducing the erosive forces of the water on channel banks. This is not a measure of the ability of the channel to carry a given flood flow. Only and indication of the ability of the channel to reduce the erosive stress of flood flows. In some cases, the active floodplain can be very narrow, depending on the stream type and valley it's located in. In natural systems, the stream can adjust to this condition by both channel form and sediment size, but in a manipulated stream where it has been channelized and confined through relatively fine sediments that do not resist erosion, problems can occur such as excessive bank or bed erosion.

Within the city, floodplain access was overall adequate with some floodplain being available for water to spread out. Isolated spots shown on the map within an otherwise good section are typically located at culverts or bridge locations. At these points, there is no access to floodplains. Areas where a lack of floodplain access is a problem include the Bow & Arrow Reach 2 by the airport. Here there is active incision that has created a small gully with little floodplain access. The other site where problems occur is in the lower end of Fanning and the Rio de Flag (Reach 18). Here the channel is confined and active bank erosion is occurring.

CULVERTS AND BRIDGES

The vast majority of culverts around the City are the standard design that create an overwide area in the channel but generally appear in good condition and are adequately sized with no apparent issues. The photos showed several culverts around the City that were aggrading and filling in, some with significant blockages. Several others had erosion around the outlet, cracked gunnite, failing concrete, or were smashed. A handful of culverts appeared to be significantly undersized, showing sign of frequent overtopping. All of the problematic culverts and bridges are marked on the map and notes of specific failures are within the database file.

FLOODPLAIN BLOCKAGE

Floodplain blockage includes any obstruction, encroachment, fill or larger trees on the floodplain that can obstruct flows or catch excessive debris. The most widespread types of blockages within the study area include raised road crossings that force the channel into a culvert. Floodplain filling around structures, houses, trails and roads account for further blockages. At the upstream ends of some of the

drainages where the channels are very small, tree growth encroachment onto the channel has caused some blockage.

TRASH & DEBRIS

Trash and debris accumulations in the channels around Flagstaff are fairly light overall, but with several focal points of trash concentration, typically around larger shopping centers or along I-40 with transient camps. The only reach of stream where woody debris concentrations are present in significant quantities are along Schultz Reach 10, although these don't appear to pose a risk of blockage. The major trash concentrations are located around the Walmart parking lots, and the larger culverts crossing under I-40. Concentration of trash generally becomes reduced as you travel downstream from these areas.

ROADS AND TRAILS

The most common and significant issues of concern found under the Roads and Trails category were roads and trails, at grade, running in or immediately adjacent to the active channel, rutted roads and trails crossing the channel sometime repeatedly, and roads and trails that were above grade, running adjacent to the channel blocking the floodplain.

In the lower Sinclair Wash reach and the reach of the Rio de Flag immediately downstream, several roads and trails, as well as parking lots, consistently ran parallel to the channel blocking the floodplain and often constricting the channel. In upper Peaceful Valley a rutted road frequently ran down the active channel or was adjacent to or repeatedly crossed the channel bed. In Rio de Flag (Reach 1) and Bow and Arrow Wash (Reach 1), rutted and sunken roads repeatedly ran in the channel. Sometimes the roads were immediately adjacent to the channel or crossed it.

POLLUTION PREVENTION

The map for pollution prevention simply highlights that the majority of the Rio de Flag watershed has direct runoff of inflow sources to the Rio. This is likely a large under estimate of the amount of low impact development, retention/detention projects installed within the city since we are not looking at areas outside the view of the photo. However, it is evident that areas near the channel that contribute flow to the channel lack pollution prevention measures or even adequate buffer zones.

INFLOW CHANNEL CONDITION

Inflow channel condition was poorest in the most densely developed areas. This is likely a function of the need for drainage and road crossings in these areas creating a high density of piped and concentrated flows into the main drainage. Less densely developed areas tended to more natural conditions. However, the majority of drainage confluences within the city limits were not fully natural and had been modified to some degree.

SEDIMENT SOURCE

Sediment sources immediately adjacent to the channel were generally healthy and sourced very little sediment into the channel. This generally matches with the low instance of aggradation throughout the study area. The map highlights a handful of areas where there is chronic sources of cinders and

significant sediment from eroding roads or banks. While eroding banks are obvious sources of sediment, the use of cinders on roadways for road base and traction during snow storms represents a relatively large sediment source that is not recognized outside this region. Some area that capture cinder materials off roadways are scattered throughout the city. These may become more obvious in winter or early spring surveys.

MULTIPLE CATEGORIES OF IMPAIRMENT

Initial analysis of the data indicated that reaches with the lowest scores in one category were likely to have low scores in other categories as well. This is somewhat to be expected since high bank erosion is likely connected to floodplain connectivity, floodplain blockage and poor vegetation and vice versa as an example. The reaches most affected this way were identified by creating a category that summed the number of categories where the reach scored in the lowest 25th percentile for that category. The spatial results provide a relatively striking view of the impacts that the urban space has made on floodplain health. Northern and western reaches (upstream) are least affected. The most eastern (downstream) reaches are all heavily impacted and exhibit low scores in nearly half the categories. This result along with others indicate clearly that while floodplain health is driven by watershed forces outside the city boundary, the greatest impacts are created within the city and are likely under the direct control of the city.

RECOMMENDATIONS

This study points to several floodplain health issues along the Rio de Flag and its tributaries. Some, such as the amount of incision and blockages to the floodplain, are remnants from past manipulations of the channel with the aim to consolidate flood flows on what would have otherwise been a very wide floodplain. These historical actions have set conditions that current managers will have to understand and work with. Other floodplain health issues appear to be created from current activities within the city limits and can likely be rectified through changes in management or through direct actions and maintenance along the floodplain. A partial set of recommendations is provided below and examples of specific specifications and actions that can be incorporated into regulatory code changes are provided in Appendix B.

Weeds and Vegetation Management

The spread of nonnative invasive plants within the floodplain is an important detriment to the resource in several ways. The floodplain acts as a major pathway for distribution of invasive weeds and provides a long-term seed repository that perpetuates the issue for long periods of time. The presence of these invasive plants negatively affects floodplain function, habitat quality, recreational value and aesthetics. It is very important to recognize that floodplains are only a portion of the problem area within the city. The most aggressive weed species are found outside the floodplain as well as within. Effective control will require a coordinated effort.

Common teasel (*Dipsacus fullonum*) is a species that has recently established and currently has a limited but growing distribution that is mainly limited to floodplains. This species can likely be eradicated from the city with a rapid and concentrated effort. The location maps provided in the report provide a good starting point for treatment that can consist of both chemical and mechanical removal. Follow up

treatments will be required but this infestation is in an early stage and timely treatments will save considerable time and effort compared to treatment within the next few years.

The more widespread species will require considerable sustained effort to make progress. Educational and administrative changes should be utilized as well as normal removal methods. Our observations indicate that activities outside the floodplain are heavy contributors to the spread of knapweed and Scotch thistle. Large sites prepared for development but left neglected as well as stockpile areas become ideal establishment areas for these species. The seed produced during the fallow period is easily transported by wind and runoff to other areas and the problem is perpetuated even as development finalizes and landscaping is put into place on the original site. Development codes that mandate temporary plantings and weed management of sites left fallow for more than a growing season should be utilized to help limit this problem.

Similarly, revegetation efforts that are not fully effective allow low density vegetation communities to become infested with invasive weeds. Revegetation in arid environments is more difficult than mesic environments where most techniques have been adapted from. Multiple attempts may be needed if rains are insufficient to support establishment. It is recommended that specifications for revegetation of disturbed sites be based on a performance type specification that allows full payment after establishment or requires further contractor efforts if establishment goals are not met. Such an arrangement would help assure that sites were well vegetated after disturbance and help prevent invasion by nonnatives.

Finally, the city should develop a comprehensive weed management plan that establishes coordination across multiple jurisdictions within the city. It is recommended that this plan identify target species and control methods for each species along with goals for removal and control. A budget for weed management should be established and efforts should be coordinated amongst stormwater, streets, parks and recreation, open spaces and development within the city. Coordination with local groups focused on weeds, the National Forest Service and Coconino County are also warranted. Control efforts will require multiple years and should likely be targeted at source areas in the north and west of the city, then working downstream to the east into rapidly establishing areas.

Maintenance of vegetation within the channel may be required in some areas to reduce stiff woody vegetation that can impede storm runoff and increase flood stage. Vegetation maintenance should be accomplished with geomorphic and ecological principles in mind and with an imperative to maintain high quality habitat along the channel.

Deference should be given to native vegetation growing within the appropriate channel zone. The active channel (below bankfull stage) should be kept free of stiff woody vegetation and flexible native shrubs density should be low in this area. Grasses and wetland plants should be encouraged. Some nonnative grasses (i.e. Quackgrass) may be appropriate vegetation in areas that require protection from erosion and it is well established. Removal of native willows should only occur within the active channel and should only involve cutting and removal of stems rather than excavation of roots that disturb channel sediments. Live cuttings can be planted in appropriate zones of other reaches.

Mature woody trees should be discouraged in the area outside the channel that is approximately twice the width of the active channel. All nonnative elms and Russian olive trees should be discouraged.

Trash and Debris

Accumulation of trash and debris is generally limited to specific reaches of the Rio and tributaries. Several areas that have backwatered stormflow act as catchment areas which help keep the problem from spreading out. However, source areas appear to be associated with high traffic commercial areas. It is likely that runoff (and wind carried items) be routed through detention areas that can catch most of the trash generated from the area and allow it to be picked up.

Additional areas sourcing trash were associated with homeless encampments within the city. Tighter enforcement of littering laws in these areas might be possible, but it is likely that the most reasonable path forward is periodic cleanup of the areas during periods of low use.

Channel morphology

Impairments to floodplain health related to channel morphology issues are usually linked to either recent or historic incision of channels that have reduced the width of the floodplain and thereby increased stress on the channel which is normally composed of relatively fine grain sediments that have little resistance to erosive forces. The resulting bed and bank instability can take years or decades to reach some stable equilibrium and many reaches of channel may be ill prepared for infrequent, high intensity flooding.

Improving this condition will require consideration of the additional shear stress created from concentration of flows within culverts and other stormwater conveyances. New and replacement designs for culverts should attempt to mimic channel and floodplain dimensions and avoid concentration of flows into pipes that can greatly increase velocity or slope. When concentration of flow and shear stress are necessary components of the design, energy dissipaters or practices that return flow conditions to the basic dimension found prior to the crossing may be required. These may be as simple as building 'media luna' or water spreading structures from native rock at the outlet of the culvert.

Off road vehicle use in the floodplain or channel should be discouraged and existing damage should be repaired to prevent further degradation of the channel and flood plain. Reaches in the Rio de Flag (1c), Bow and Arrow Wash and Peaceful Valley Wash need to consider road relocation or closure along with restoration techniques to repair and revegetate the floodplains.

Head cut areas should be armored as soon as practical. Unstable headcuts can move rapidly upstream during single storm events, causing near permanent damage to channels, wetlands and nearby properties and utilities. Once incised, the ensuing widening, bank erosion and habitat degradation can take decades to repair itself. Repair of these areas may be the simplest and most pressing of items found in this assessment.

At least two reaches of the assessment area may be candidates for full scale channel restoration. Fanning Wash (Reach 18) and Lower Spruce Wash (Reach 13) have multiple impacts to vegetation and

geomorphology that could be successfully addressed using geomorphic and vegetation restoration techniques in combination. Repair of these areas should improve aesthetics, hydrologic function, habitat and vegetation in addition to stream stability. The city should consider developing conceptual designs and costs to prepare for grant writing efforts that secure funds for these projects.

Sediment sources and non-point source pollution

Sediment sources along the Rio de Flag and tributaries are relatively limited. However, increased sediment supply is noticeable because most reaches of the natural channels have a relatively poor geometry for efficient sediment transport. Noticeably, increased sediment supply along Spruce Ave Wash has resulted in the need for recent channel capacity maintenance at the corner of Fourth Street and Butler Avenue. In addition to declining conveyance at culverts and bridges, sediment aggradation affects vegetation growth in the channel and accumulation of central bars increases shear stress against banks.

Bank erosion and cinders from snow removal activities appear to the largest sources of sediment. Bank erosion sites often represent unique circumstances that must be understood on a case by case basis in order to affect a successful repair. However, roadway and parking area drainage represent a more diffuse problem. Sediment retention traps provide a relatively effective practice for concentrated runoff flows from these areas. However, ensuring a robust vegetated buffer between the roadway and channel can benefit areas with sheet flow runoff and provide a less maintenance intensive solution. A schematic and explanation of roadway buffers designed for this purpose are provided in Appendix B.

Monitoring and Citizen Involvement

The methods employed in this assessment provide an ideal vehicle for citizen involvement and potential future monitoring efforts for the Rio de Flag. The City of Flagstaff, through citizen groups like Friends of the Rio de Flag and other organizations has a relatively active and engaged citizenry that is very interested in issues related to the Rio de Flag, flood control, open space, recreation and science. There have been previous efforts by citizen groups and the volunteer Flagstaff Area Stream Team (FAST) to document ecological and physical conditions along the Rio de Flag and its tributaries. The results from this report can be related to this older data set through spatial correlation. However, the repeatability of the older data set is difficult because it involved somewhat subjective observations by relatively well trained citizens. This proved difficult to repeat on a frequent basis and large portions of the stream length still had not been documented after a decade.

This method requires much less training on the part of the observer (GPS operation and photo replication) and it allows participation in data collection by a much larger pool of volunteers. The photo interpretation matrix was intentionally set up to allow high repeatability amongst a wide variety of expertise. Hence, data collection and analysis can be repeated often and by a wide variety of people. Data assimilation may require specific GIS skills that are not widely held, but this is a relatively small portion of the project.

It is suggested that the stormwater section work with citizen partners to organize citizen data collection efforts several times a decade for the entire water course or as needed within subsections of the project area to monitor general trends or specific project efforts. This would provide a valuable tool to

stormwater section and generate interest, knowledge and support within the Flagstaff populace. The data generated by the efforts would likely lead to citizen group led and sponsored restoration, cleanup and enhancement projects at target areas throughout the length of the channel.

CONCLUSIONS

Residents of the City of Flagstaff recognize that the drainage easements through the city are capable of providing aesthetic, recreational and ecological benefits as well as physical accommodation of floods. While this study does not address floodplain capacity directly, the findings in this report indicate that floodplains within the City of Flagstaff are generally healthy with several key areas as exceptions. The trend is toward decreasing floodplain health as reaches extend downstream through the city limits. This provides a clear indicator of how urbanization is affecting plant composition, channel stability and other related floodplain functions. However, these findings also provide guidance on how to change management tools and regulations to improve these aspects of floodplain health. Indeed, many of the problems noted in this study are not necessarily problems generated within the floodplain itself but are symptoms of these issues outside the flood plain. Impervious sources of high peak runoff that put additional shear stress on channels, weed sources from lands outside the channel and trash sources from specific areas of drainage outside the channel. While the City of Flagstaff Stormwater Section does have management over the floodplain, solutions to many of these issues will require working among other departments and directly with citizens and citizen groups to provide successful solutions.

The methods utilized in this study can lend themselves to citizen science monitoring of floodplains in the future. Utilization of the methods in the future can allow for citizen involvement in aspects of the floodplain that they care directly about, build an educated and involved citizenry that will be supportive of projects and regulation to improve floodplain health.

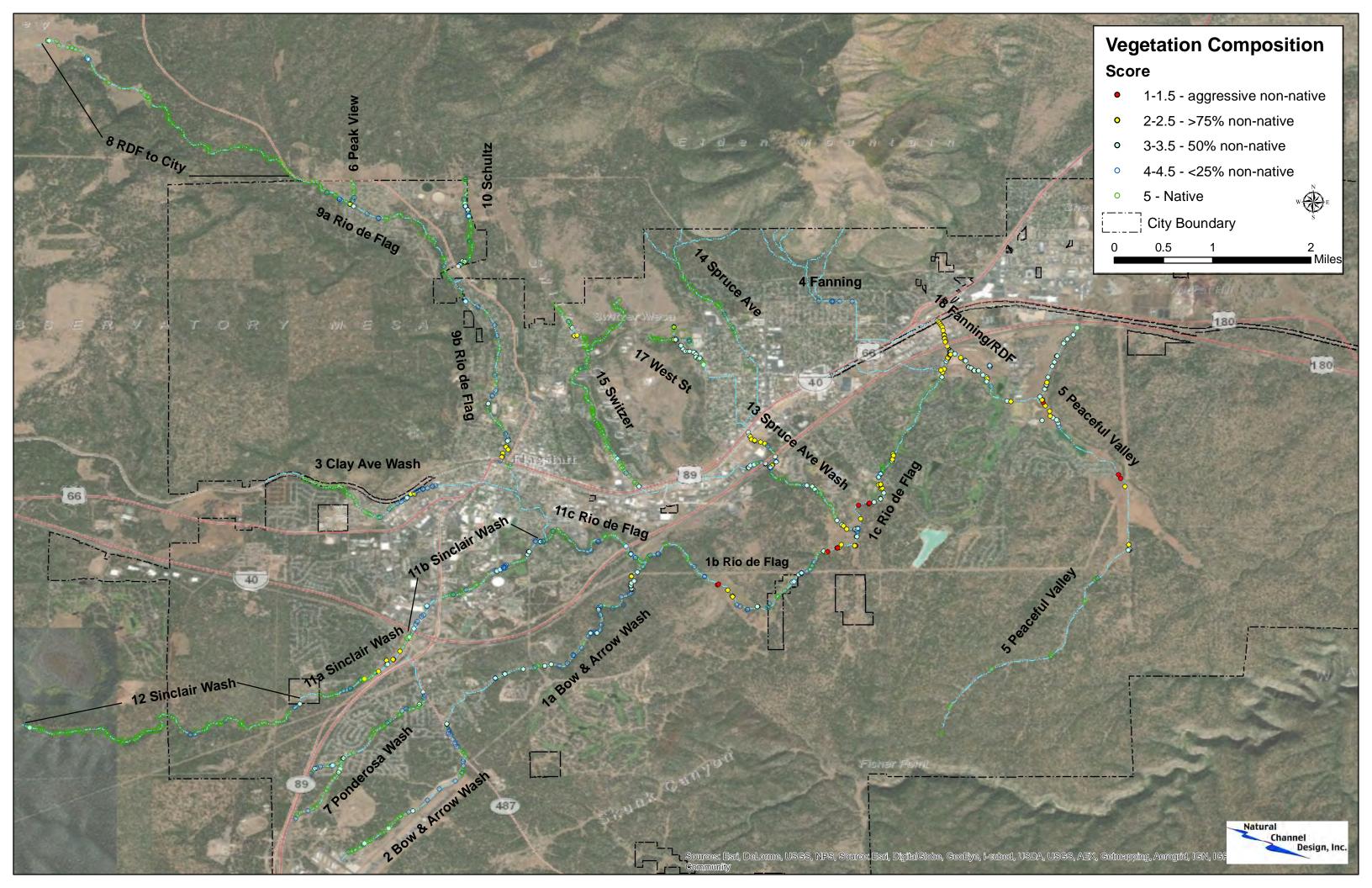
Given the subject of this floodplain health study and the relatively high citizen support that these function have there should be a tendency towards restoration of more natural drainage features through the city. Restoration of floodplain access, reduction of shear stress, natural channel substrate, proper placement of native vegetation and the inclusion of adequate buffers between development and channels will support the aspects of floodplain health studied here. Additionally, paying adequate attention to vegetation/bare ground management and runoff generation outside the floodplain will absolutely help to improve the condition of the floodplain. While such findings are not unique to this study, the clear connections between the floodplain and the watershed can help us to utilize the floodplain as a monitor of the ecological and physical health of the City of Flagstaff.

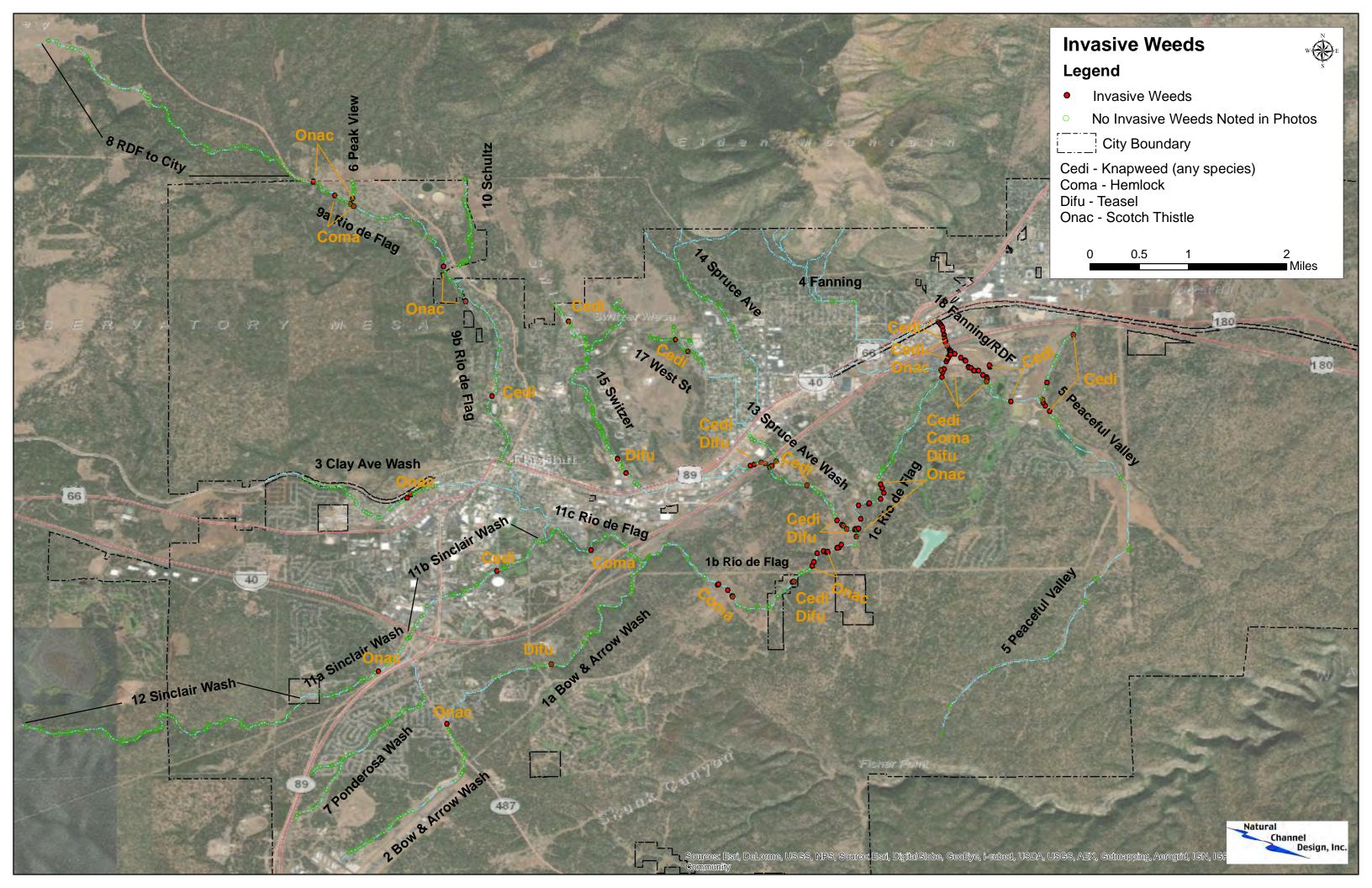
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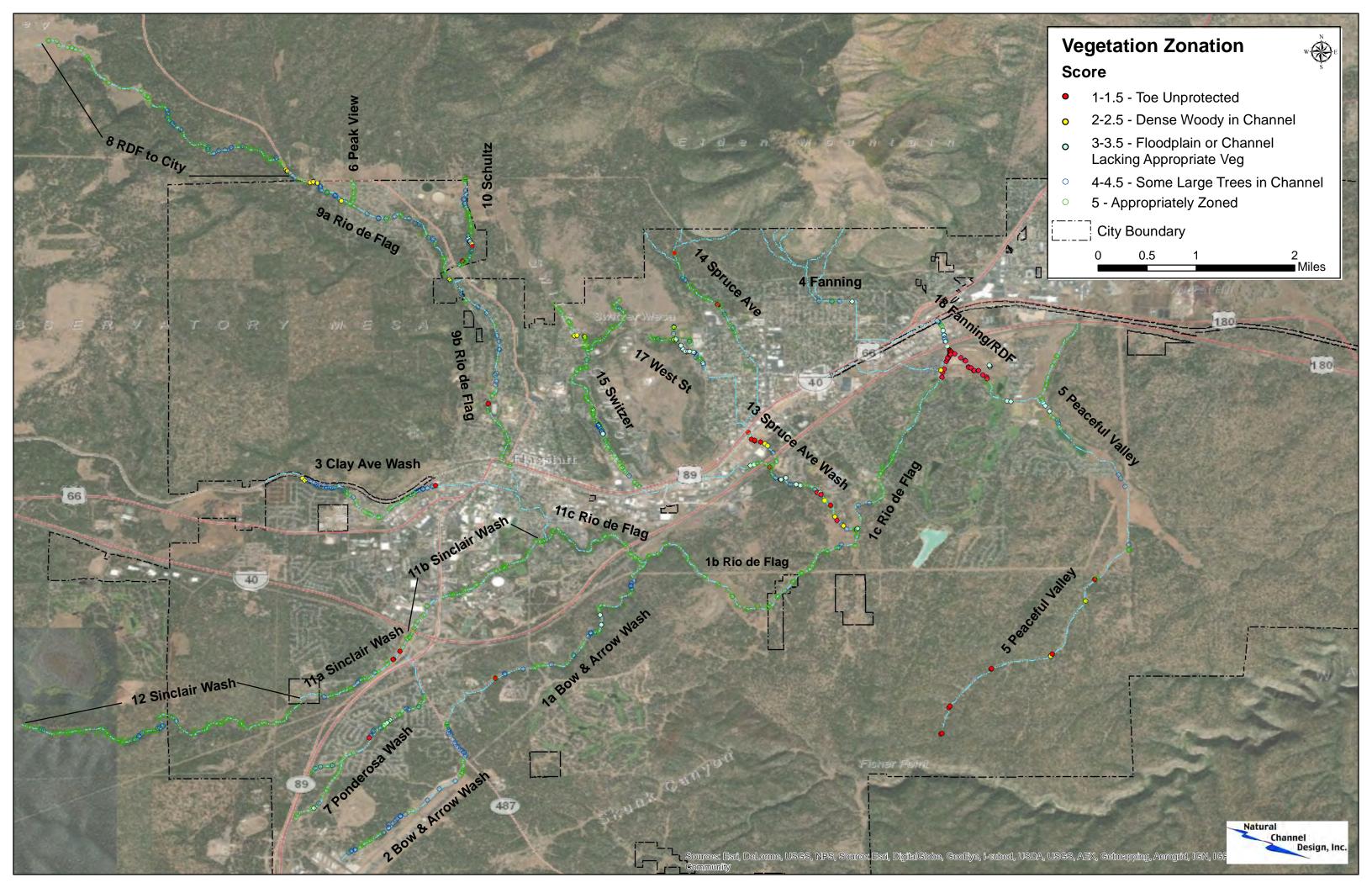
Appendix A – Reach Maps Appendix B – Additional Materials

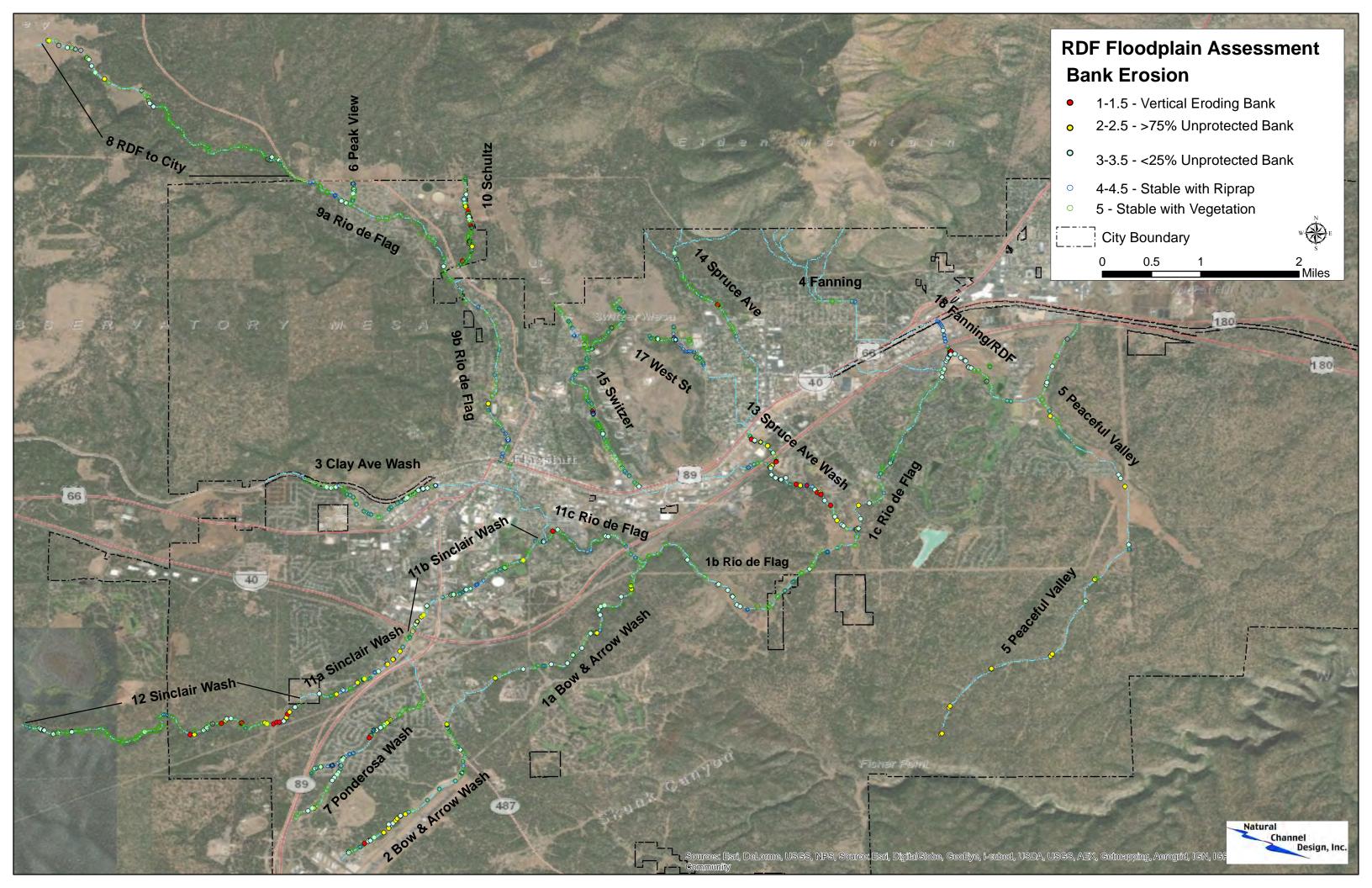
APPENDIX A

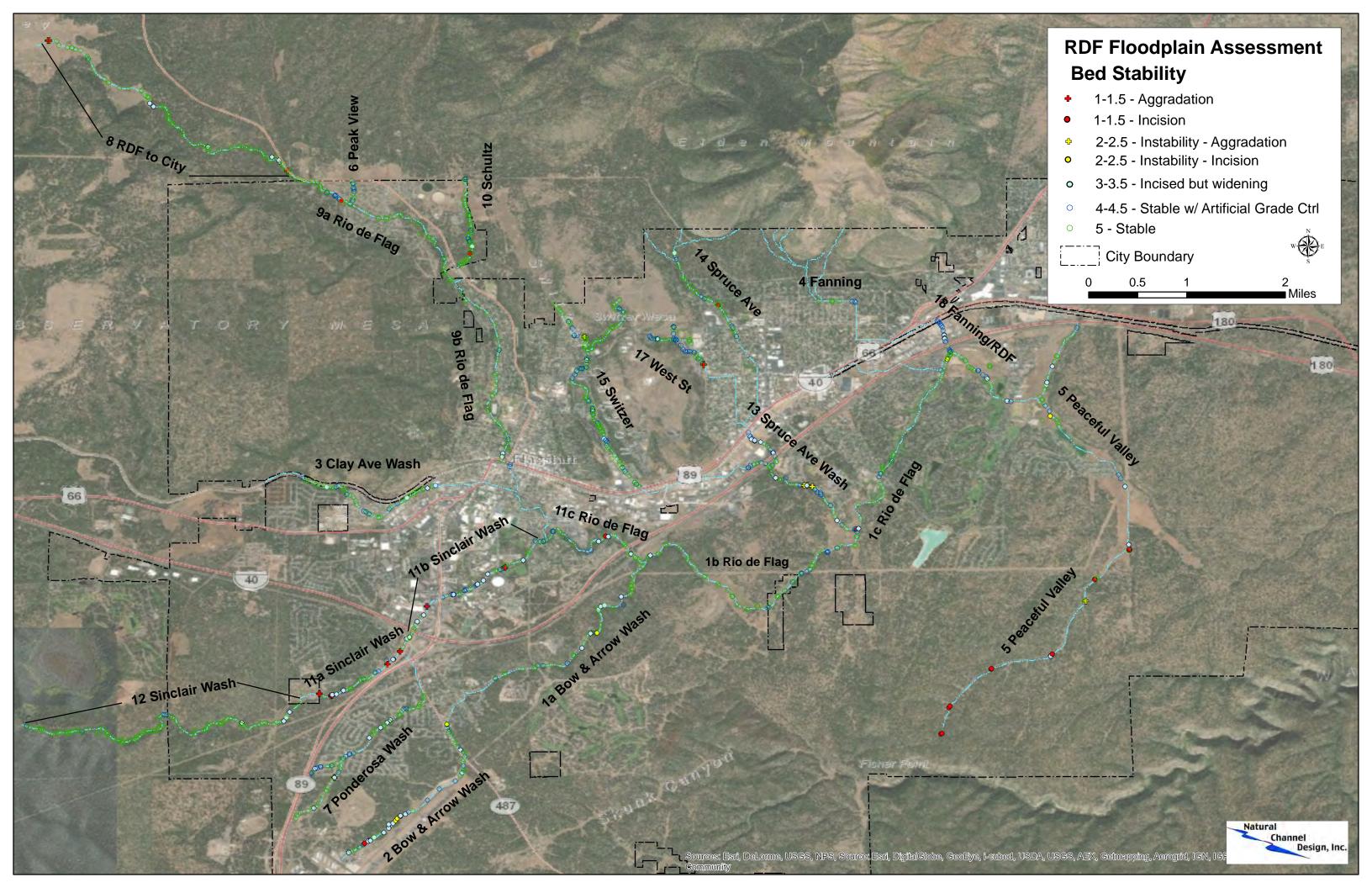
REACH MAPS

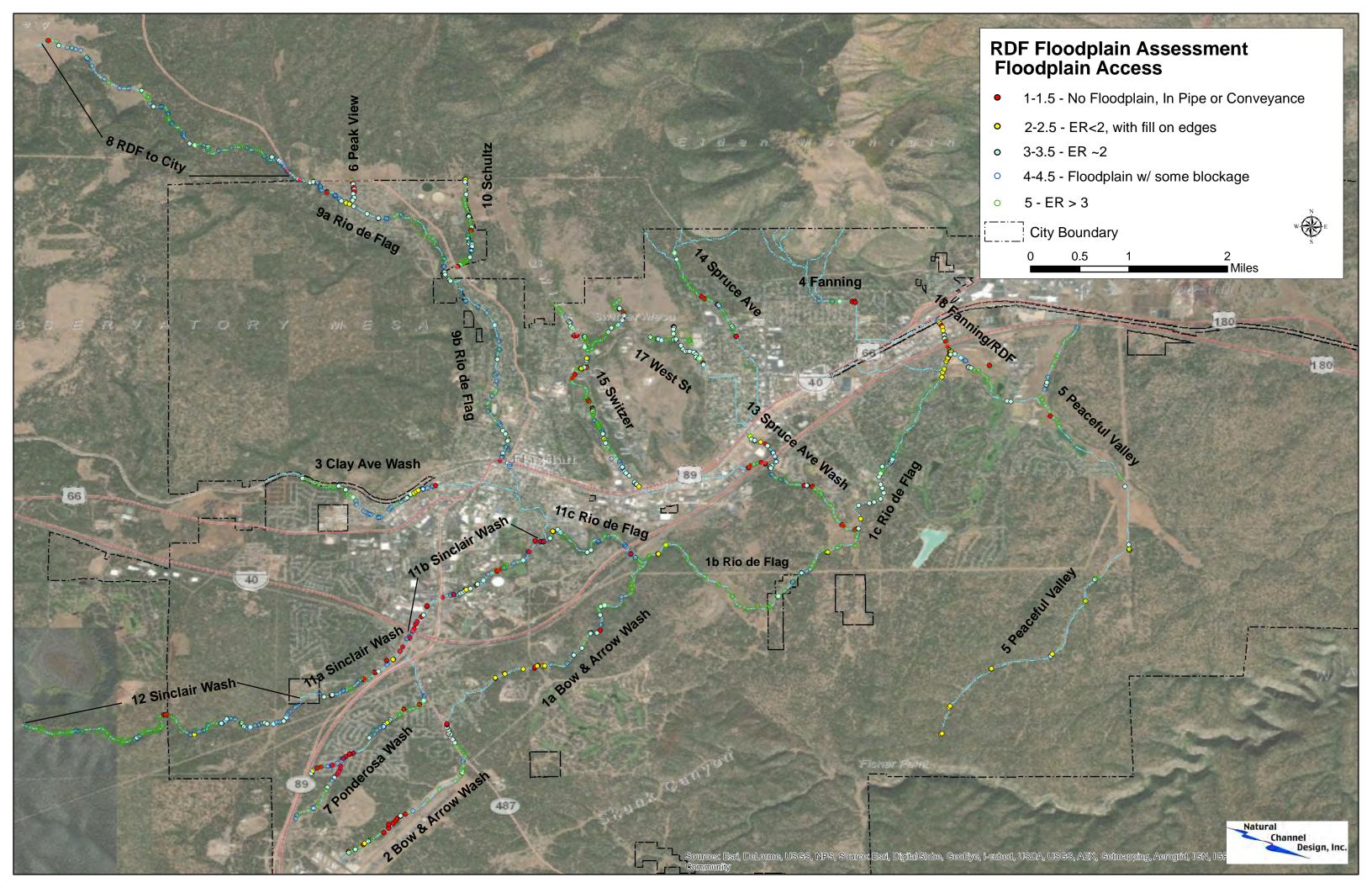


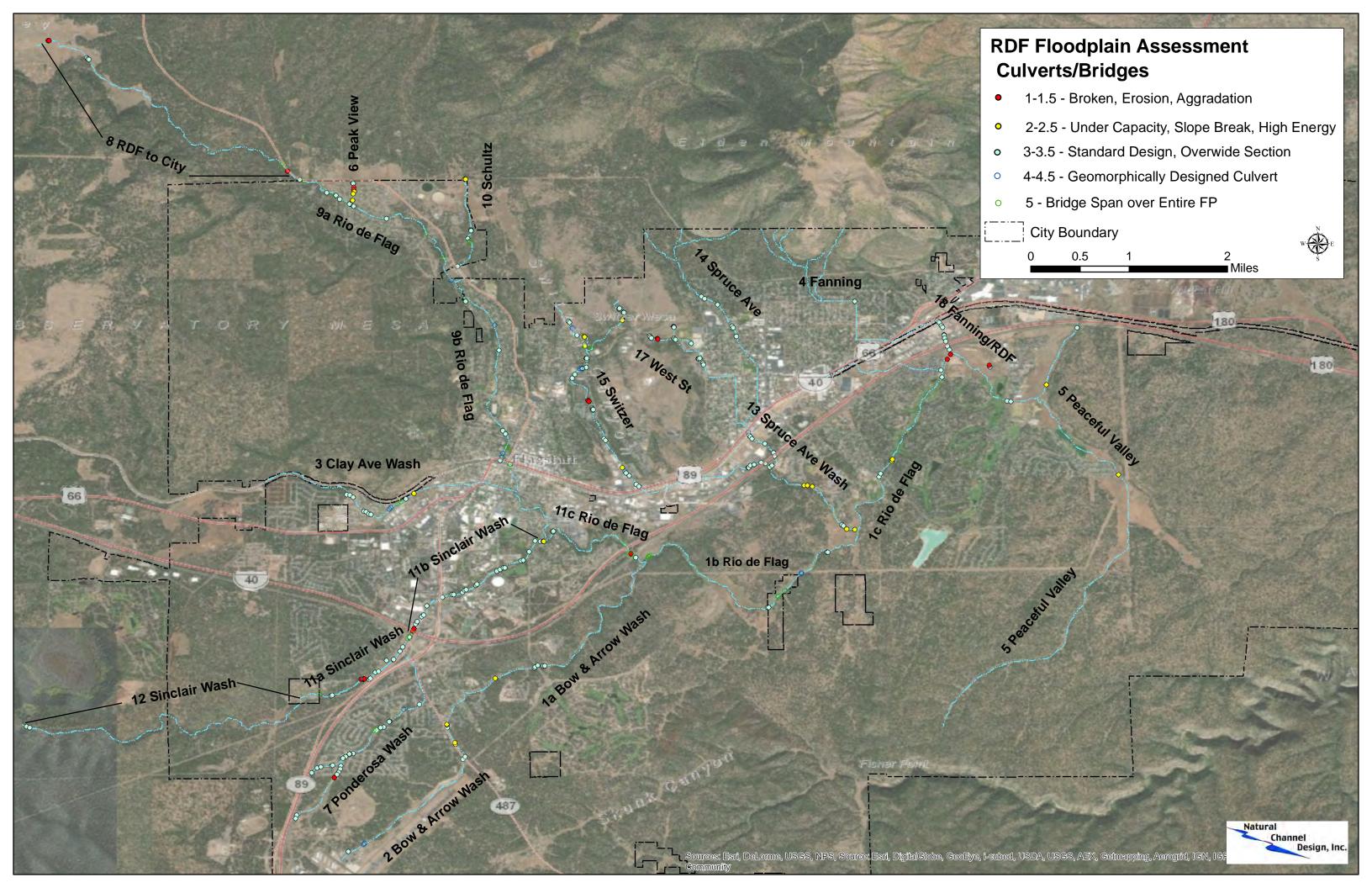


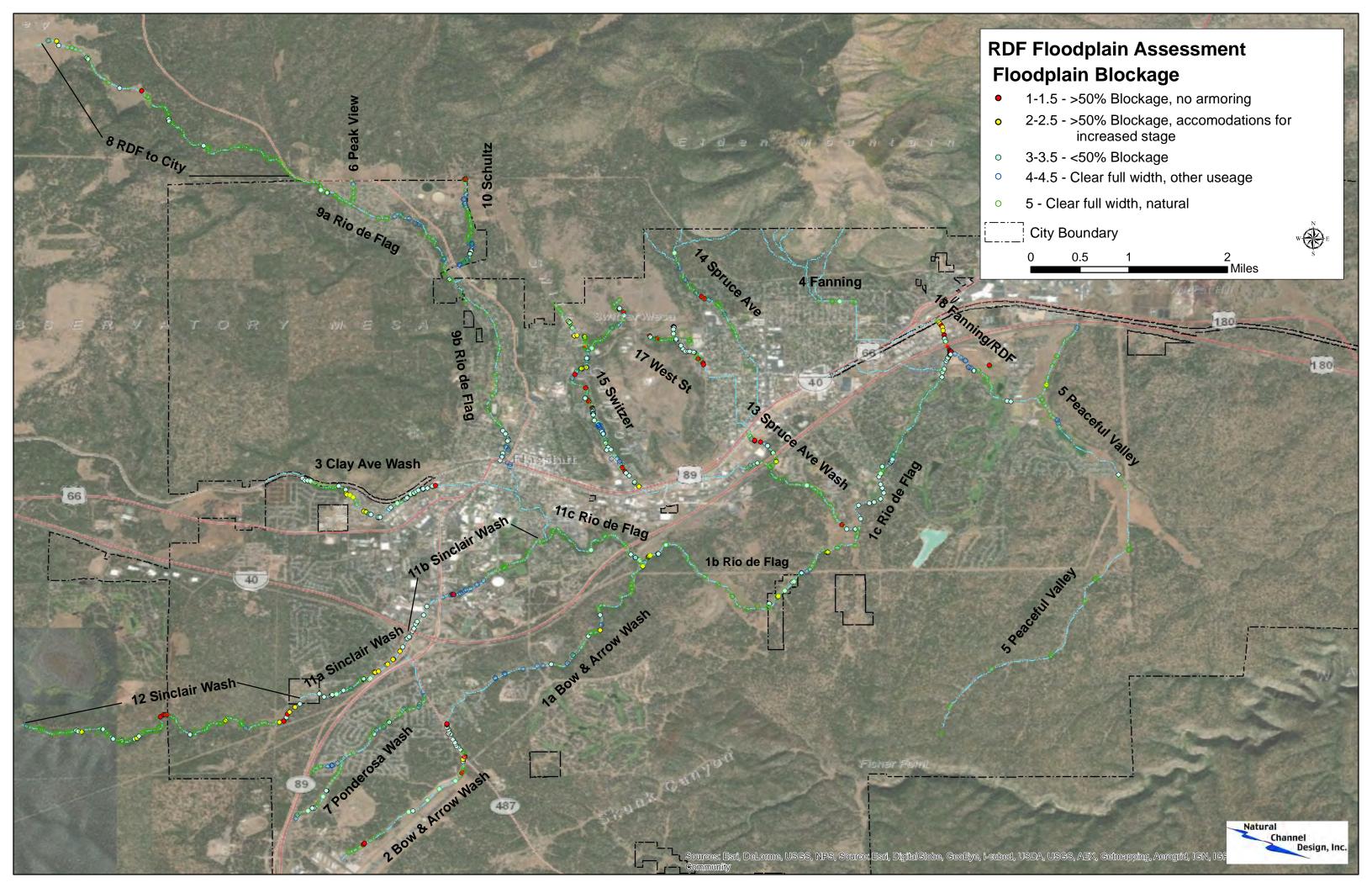


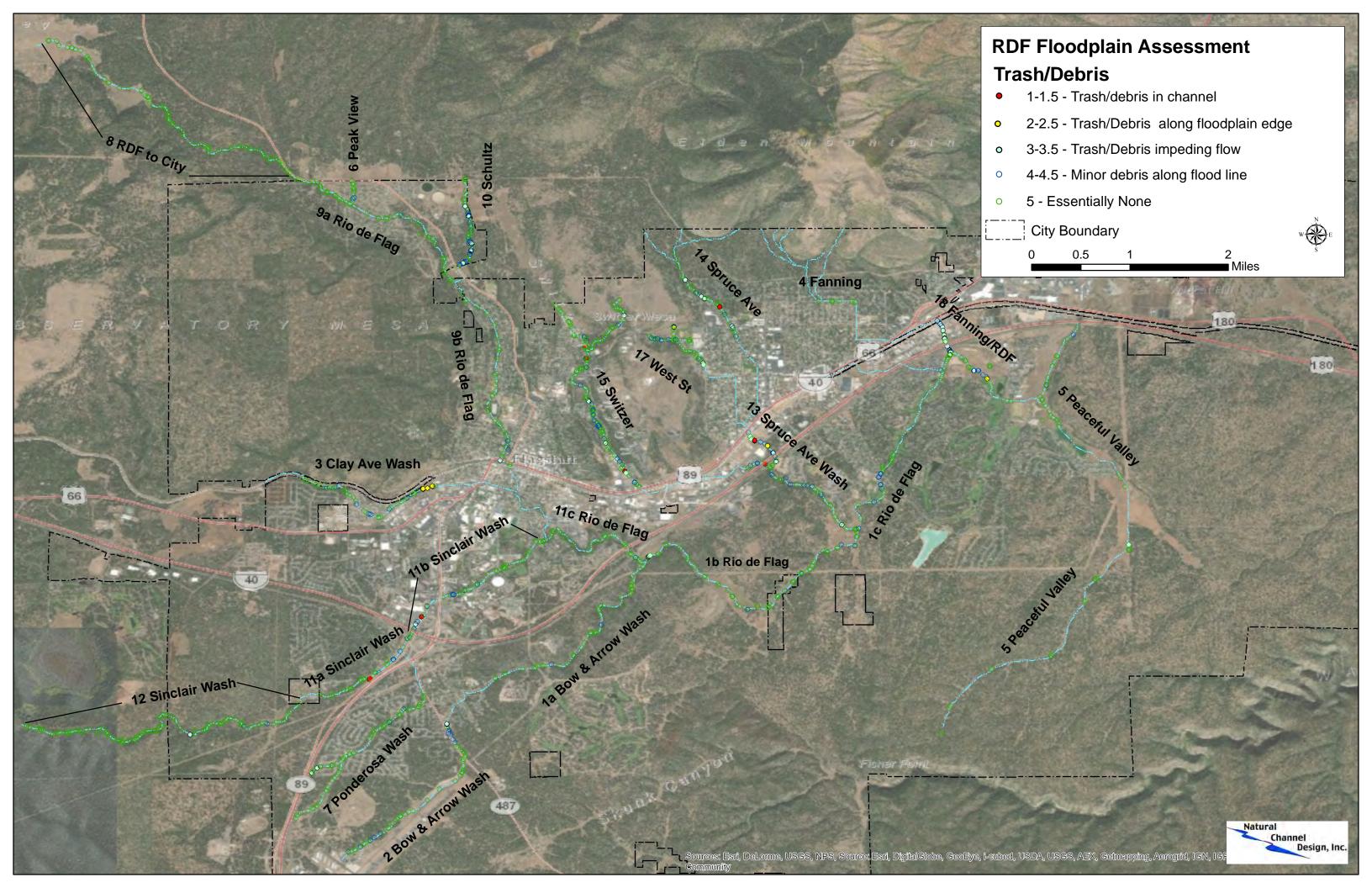


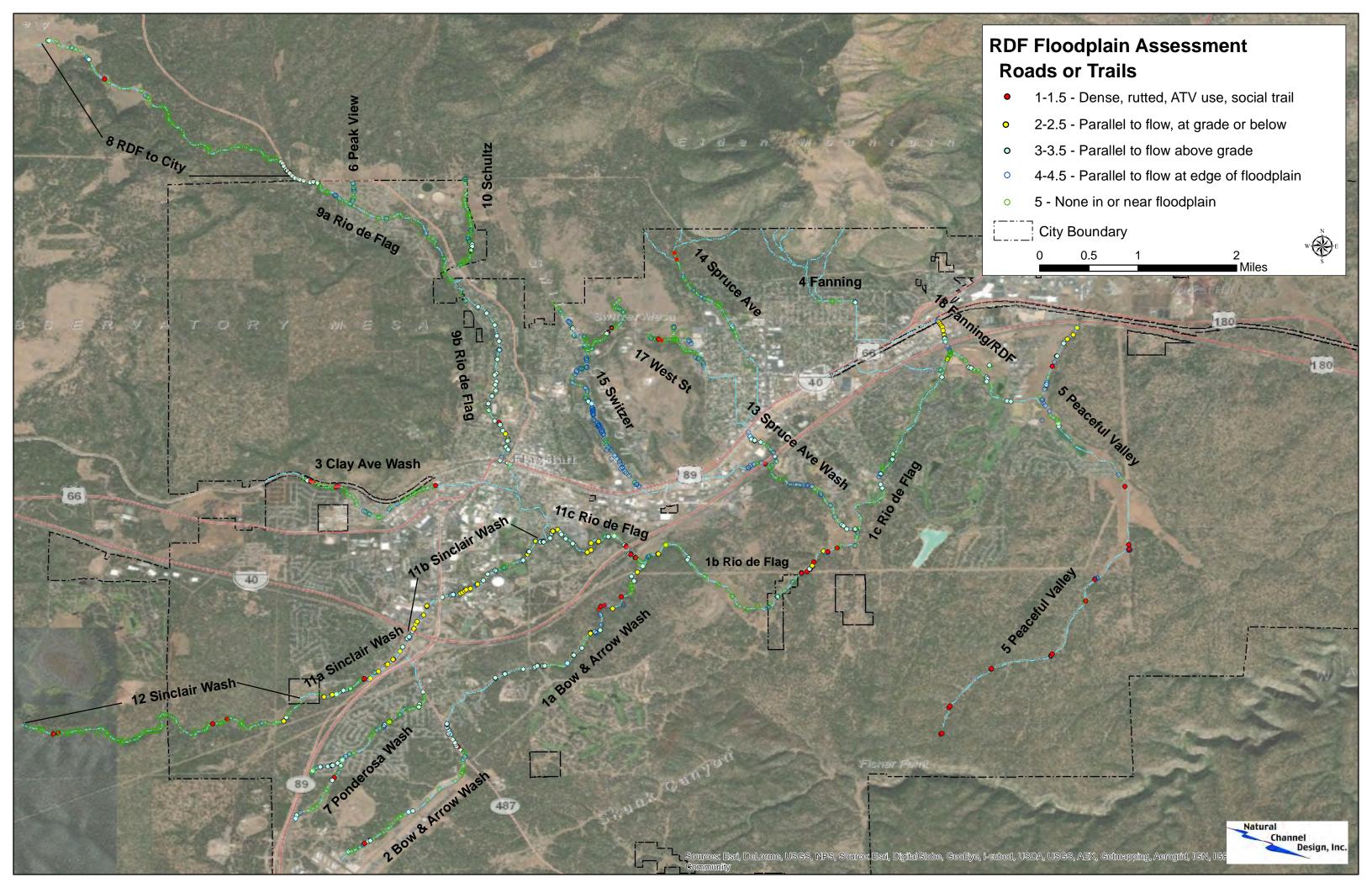


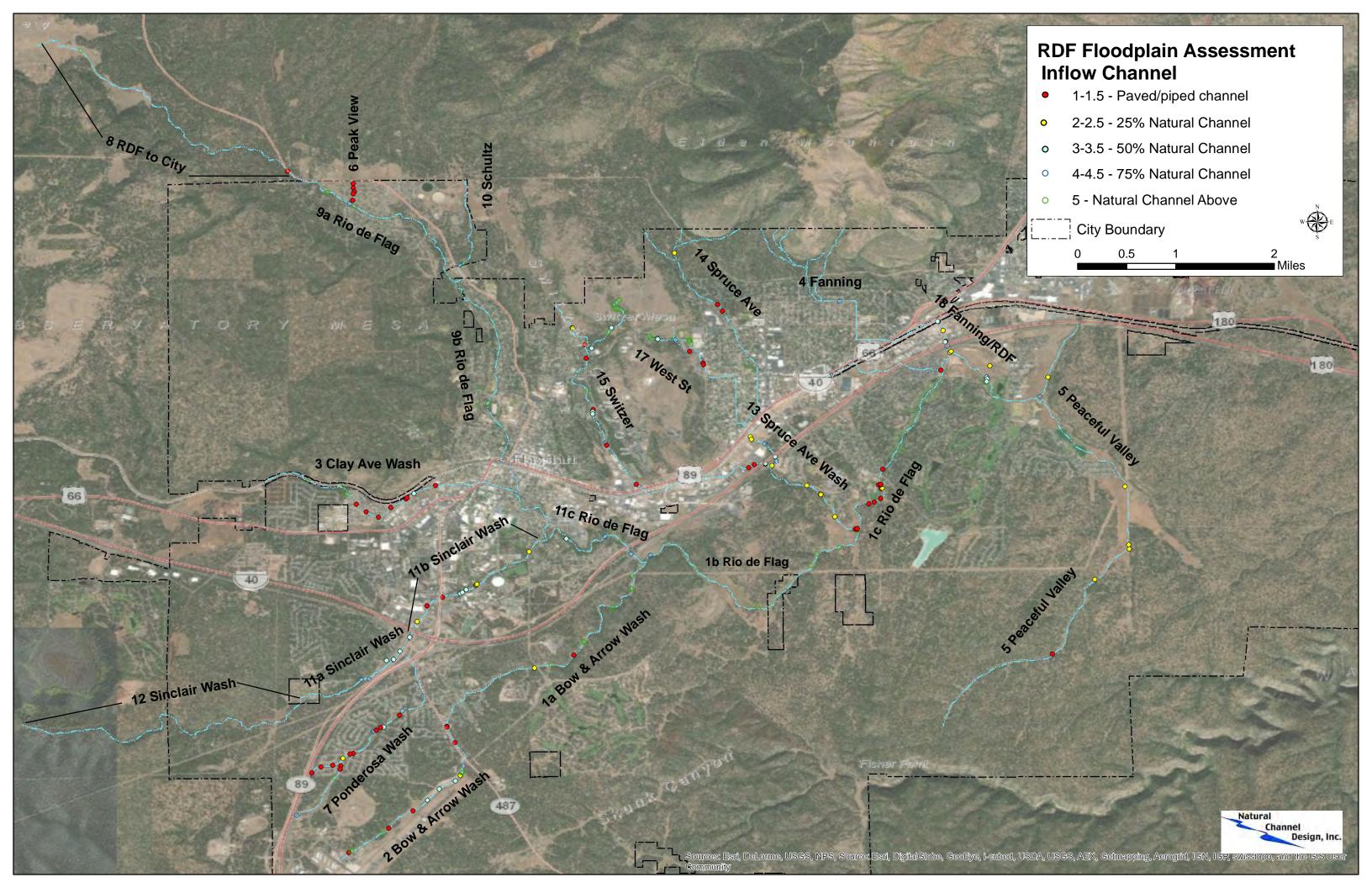


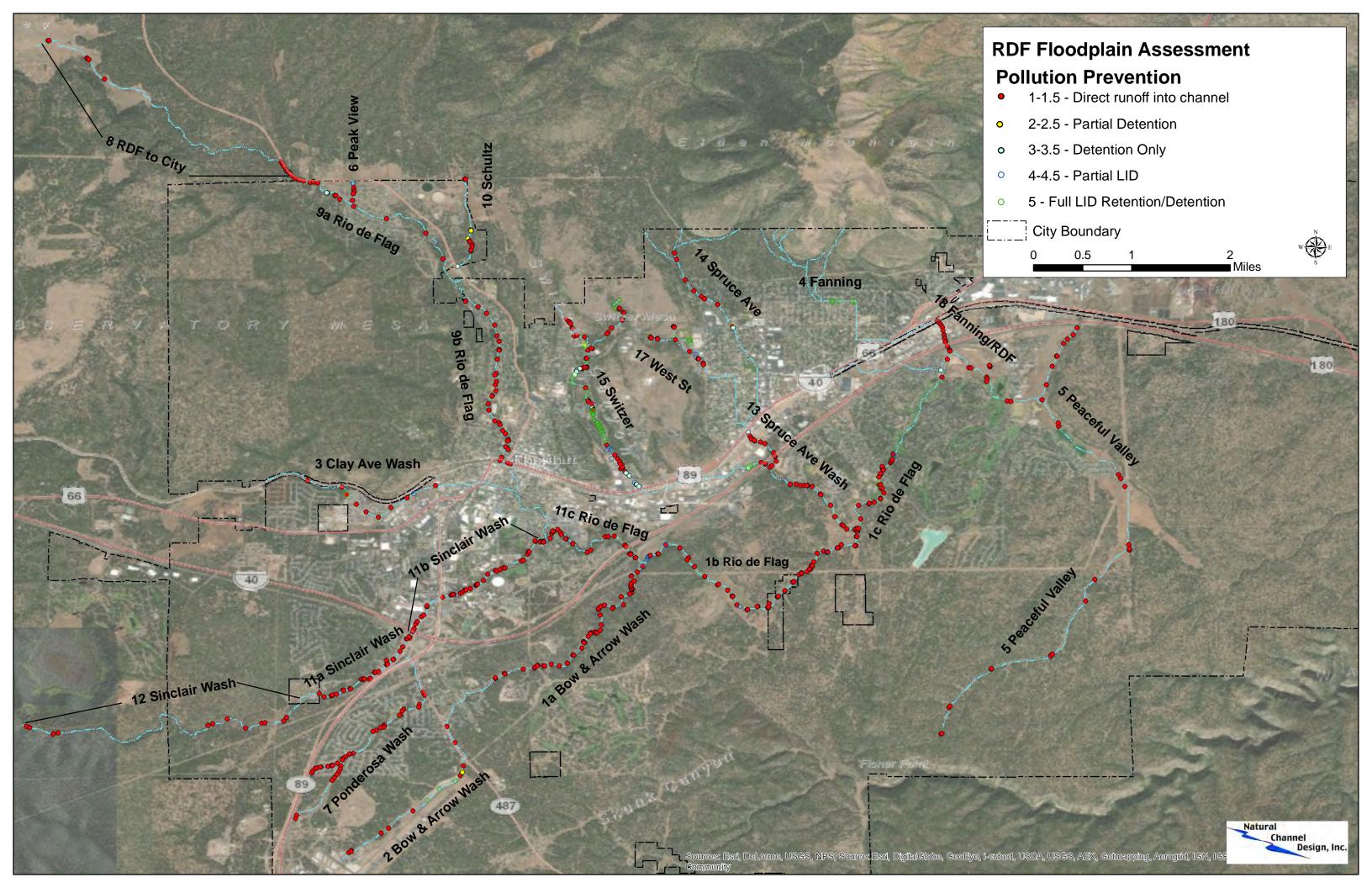


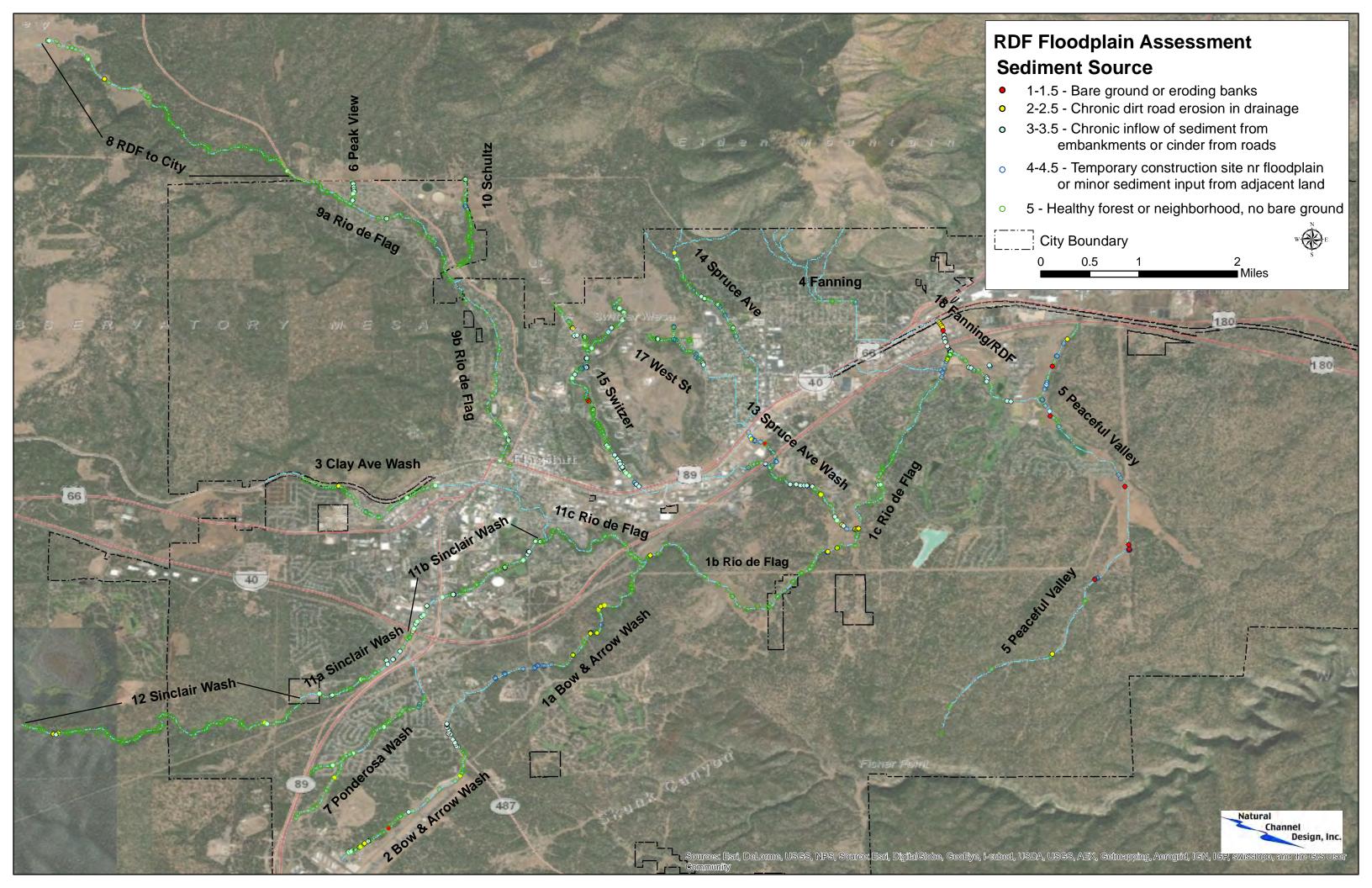


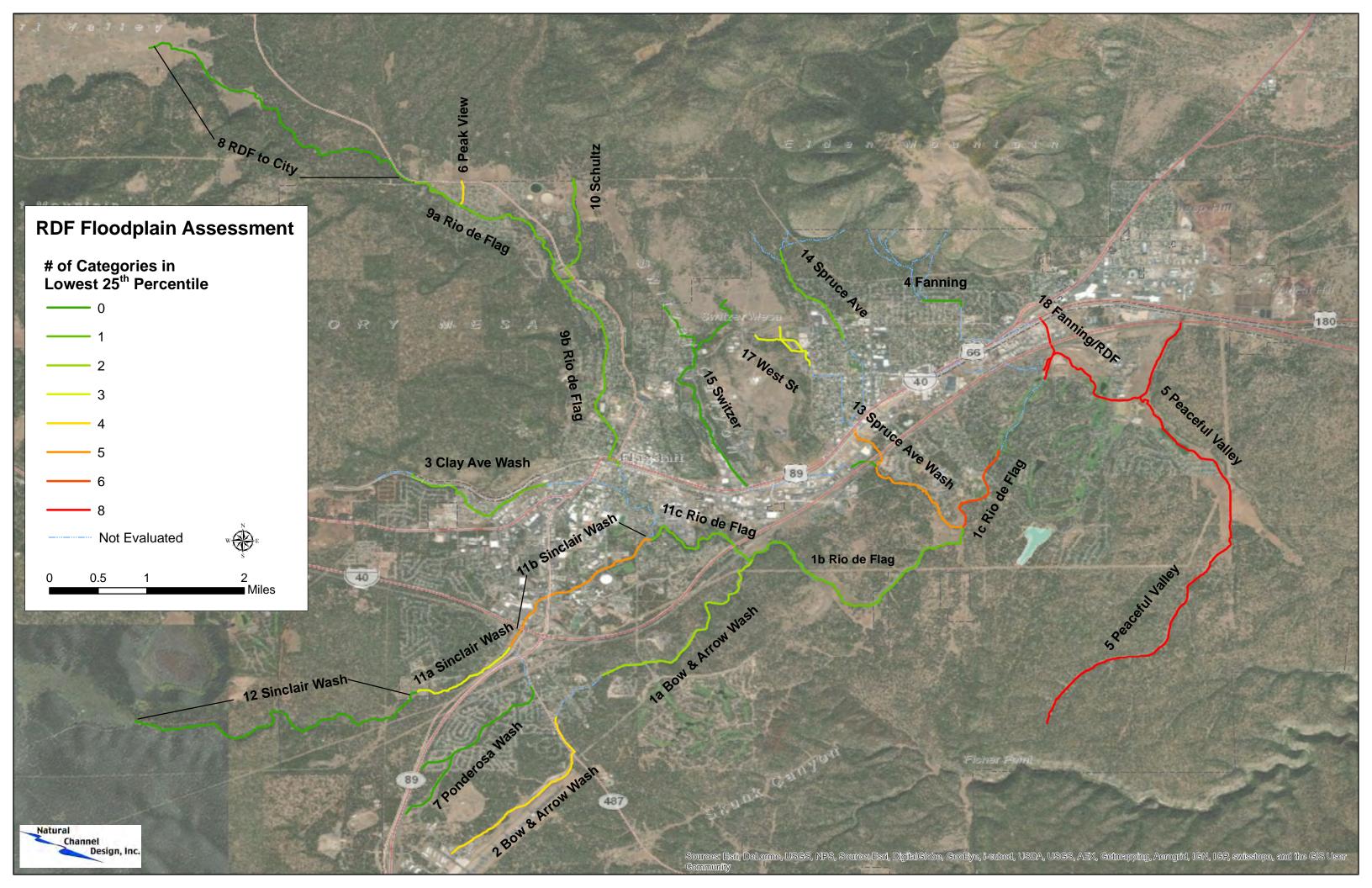












APPENDIX B

ADDITIONAL MATERIALS

Included are abridged versions of a Seeding Specification and Weed Management Plan developed for Coconino County

A Seeding Specification at a minimum should specify:

- An appropriate seed mix
- Appropriate timing for seeding
- Seedbed preparation requirements
- Appropriate seeding methods including minimum requirements for hydroseeding
- Requirements for covering the seed with soil and mulch
- Requirement for reseeding if initial effort fails

2.1.3 Seed Mixes

The Temporary seed mix shall be used for a short-term cover which germinates and establishes rapidly for effective erosion control, weed control and temporary cover. A Temporary seed mix shall be required and applied to all disturbed areas if disturbed areas are left untouched or open for more than six weeks during the growing season (March through September) or in disturbed areas that will require future weed management or grading and that are left open during the growing season. The Permanent seed mix shall be used as the final diverse native grass mix. The Permanent seed mix will be applied to all disturbed areas before the end of the project.

For wetlands, wet meadows, riparian areas or other areas deemed a special concern for habitat, the seed mix will depend on site conditions and be specially designed to meet those site conditions and habitat goals. For normal construction areas, right of way work and staging areas, the seed mix can be derived from the conditions set forth below.

The seeding rates given below are for mechanical seeding methods, for hand broadcasting the seeding rates are typically doubled.

A. Temporary Seed Mix

Species	Scientific Name	% Composition	Seeding Rate
Quickguard TM Sterile Triticale*	Triticum aestivum x Secale cereale	100%	12 PLS lbs/ac

^{*}or similar

Note: Sterile triticale seed will provide one season of growth only and the area must be overplanted with a permanent cover. All materials shall meet the approval of the Engineer (and USFS biological specialists when on USFS lands) before purchase and application.

-or-

Alternatively, the Temporary seed mix shall consist of at least one cool season and one warm season grass that are native to the immediate area and appropriate for the soils, aspect and hydrologic regime of the site. For most areas around Flagstaff, Blue Grama and Slender or Western Wheatgrass would make a good temporary seed mix.

B. Permanent Seed Mix

i. For volcanic or limestone soils above 6,800 feet in elevation use:

Species	Scientific Name	% Composition	Pure Stand Seeding Rate PLS Ibs/ac	Final Mix Seeding Rate PLS lbs/ac
Blue Grama	Bouteloua gracilis	25	2	0.5
Little Bluestem	Schizachyrium scoparium	25	5	1.25
Arizona Fescue	Festuca arizonica	25	3	0.75
Western Wheatgrass	Pascopyrum smithii	25	9	2.25

Potential Alternatives: Mountain Muhly (Muhlenbergia montana), Purple Three-awn (Aristida purpurea), or Pine Dropseed (Blepharoneuron tricholepsis) may be an acceptable substitution for Little Bluestem.

Slender Wheatgrass (Elymus trachycaulus), Muttongrass (Poa fendleriana), Bottlebrush Squirreltail (Elymus elymoides), or Prairie Junegrass (Koeleria macrantha) may be an acceptable substitution for Western Wheatgrass.

ii. For limestone soils below 6,800 feet in elevation use:

Species	Scientific Name	% Composition	Pure Stand Seeding Rate PLS Ibs/ac	Final Mix Seeding Rate PLS Ibs/ac	
Blue Grama	Bouteloua gracilis	25	2	0.5	
Purple Three-awn	Aristida purpurea	25	6	1.5	
Indian Ricegrass	Achnatherum hymenoides	25	7	1.75	
Needle and Thread	Hesperostipa comata	25	10	2.5	

Potential Alternatives: Sideoats Grama (Bouteloua curtipendula), Vine Mesquite (Panicum obtusum), Bottlebrush Squirreltail (Elymus elymoides), Muttongrass (Poa fendleriana)

iii. For sand or cinder soils use:

Species	Scientific Name	% Composition	Pure Stand Seeding Rate PLS Ibs/ac	Final Mix Seeding Rate PLS lbs/ac
Blue Grama	Bouteloua gracilis	25	2	0.5
Galleta Grass	Pleuraphis jamesii	25	8	2
Indian Ricegrass	Achnatherum hymenoides	25	7	1.75
Needle and Thread	Hesperostipa comata	25	10	2.5

Potential Alternatives: Sand Dropseed (*Sporobolus cryptandrus*), Sideoats Grama (*Bouteloua curtipendula*), Purple Three-awn (*Aristida purpurea*), Cane Bluestem (*Bothriochloa barbinodis*), Sand Bluestem (*Andropogon hallii*), Vine Mesquite (*Panicum obtusum*: lower elevation)

iv. For clay soils use:

Species	Scientific Name	% Composition	Pure Stand Seeding Rate PLS Ibs/ac	Final Mix Seeding Rate PLS lbs/ac
Galleta Grass	Pleuraphis jamesii	35	8	2.8
Alkalai Sacaton	Sporobolus airoides	30	2	0.6
Western Wheatgrass	Pascopyrum smithii	35	10	3.5

Potential Alternatives: Blue Grama (*Bouteloua gracilis*), Buffalograss (*Bouteloua dactyloides*), Little Bluestem (*Schizachyrium scoparium*), Muttongrass (*Poa fendleriana*), Curly Mesquite (*Hilaria belangeri*)

The permanent cover seed mix shall consist of, at minimum, two cool season and two warm season native, perennial grass species appropriate to the site. Chosen species should be dominant species from adjacent sites with similar soils, hydrology and aspect. Perennial forbs and annual grasses can be added as required per the goals of the revegetation plans. However all materials shall meet the approval of the Engineer (and USFS biological specialists when on USFS lands) before purchase and application.

1.1 Hydroseed Additives (if utilized)

Hydroseeding requires the use of a tacking agent, wood cellulose fiber mulch and an indicator dye. An inoculum may be used if recommended by the supplier.

2.2.1 Tacking Agent

Tacking agent shall be a naturally occurring organic compound and shall be non-toxic. The tacking agent shall be a product typically used for binding soil and mulch in seeding or erosion control operations. Approved types shall consist of mucilage or gum by dry weight as active ingredient obtained from guar or plantago. The tacking agent shall be labeled indicating the type and purity.

The tacking agent swell volume will be tested by an approved testing laboratory using the USP method. Test results shall be provided to the Engineer. Material shall have a swell volume of at least 24 milliliters per gram. The standard swell volume shall be considered as 30 milliliters per gram and tacking agent rates will be adjusted to compensate for swell volume variation. Material tested with lesser swell volume shall have the tacking agent rate increased by the same percentage of decrease in swell volume from the standard 30 milliliters per gram and vice versa for material tested with greater swell volume. Tacking agent shall be pure material without starches, bentonite or other compounds that would alter the swell volume test results of mucilage or the effectiveness of the tacking.

2.2.2 Wood Cellulose Fiber

Wood cellulose fiber mulch shall be a thermo-mechanically processed wood, processed to contain no growth or germination inhibiting factors. The mulch shall be from virgin wood manufactured and processed so the fibers will remain in uniform suspension in water under agitation to form homogenous slurry. Paper products will not be considered virgin wood. The thermally refined wood fiber mulch shall have the properties shown below...

PART 2 - EXECUTION

2.1 Seedbed Preparation

Once the project area has been graded to appropriate elevations, ensure that the surface soil is in a roughened condition favorable for seed germination and growth. On sites where equipment can safely operate on slopes, the seedbed shall be adequately loosened (4 to 6 inches deep) and smoothed, with large clods being broken up. Areas that have been compacted by heavy equipment or other operations shall be ripped to a depth of at least 6 inches to ensure adequate permeability. All ripping should be conducted on contour to prevent rilling during runoff conditions. Disking, cultipacking, or both may be necessary to properly prepare a seedbed that is too rough to uniformly scatter seed. Where equipment cannot operate safely, the seedbed shall be prepared by hand methods by scarifying to provide a roughened soil surface so that broadcast seed will remain in place.

2.2 Seed Application

Application rate of seed, as specified, are for Pure Live Seed (PLS). Seed mix species, percent composition, and the PLS application rates per acre are shown in the seed mix tables above, Part 2.1.

All seeding operations shall be performed in such a manner that the seed is applied in the specified quantities uniformly in the designated areas. Seed shall be incorporated into the soil, but not more than 0.5 to 1.0 inches deep if using the dry method or hand application, as described below. Seeding should occur before installation of erosion control fabric, if required. To control erosion and weeds, apply seed to disturbed soil and slopes as soon as is practical after disturbance.

To increase likelihood of seeding success, seeding should be timed to precede seasonal monsoon moisture or winter snow cover. Avoid leaving seed on the soil for long periods of time without adequate moisture for germination and growth or winter cover, as this will promote seed predation by birds and insects. Seed must be worked into ground and protected by mulch. Seeding that occurs late in summer towards end of monsoon season rains may germinate but lack adequate growth during the shortened wet season to successfully over winter.

3.3 Seeding Methods

The following methods may be used to place material:

- Hydroseeding Method. Mix the seed with water in the amounts and mixtures specified by the supplier to produce a slurry and apply it under pressure at the rates specified by the supplier. Add wood cellulose fiber mulch after all other materials have been thoroughly mixed in the tank. Mix shall be colored with a green indicator dye. Hydroseeding mixing has the potential to mechanically damage native grass seeds. The mix should be utilized within 1/2 hour of adding seed to avoid over agitation and seed damage.
- Dry Method. Use mechanical, landscape, or cultipacker seeders, seed drills, or other
 approved mechanical seeding equipment to apply the seed in the amounts and mixtures
 shown in Part 2.1 of this specification. Dry method application must also utilize a weedfree mulch or erosion control fabric application over the seedbed as specified by the
 Engineer and described in a separate specification.
- *Hand Application* Hand-operated seeding devices may be used to apply dry seed. Hand application method must utilize weed-free mulch or erosion control fabric application over the seedbed as specified by the Engineer and described in a separate specification.

A Weed Management Plan at a minimum should specify:

- The target area
- The target species and method for keeping species list updated
- Inventory and mapping methodology to help prioritize and track target weeds and treatments
- A management strategy
- The treatment methods and appropriate usage (Mechanical, Chemical, Competing Vegetation, Public Outreach/Education, Collaboration on Multi-Jurisdictional Infestations, Prevention)
- An implementation schedule
- A monitoring plan and record keeping method

Coconino County

Weed Management Plan: County Maintained Right of Ways





TABLE OF CONTENTS

Table of Contentsi	
List of Figuresi	
List of Tablesi	
Introduction	
County Right of Ways1	
Selection of Target Species	
Weed Inventory	
Weed Management Strategy6	
Management Methods	
Mechanical Control	
Herbicides9	
Competing Vegetation / Revegetation	
Public Outreach	
Adjacent Infested Lands	
Treatment of Disturbed Areas	
Treatment Summary by Species	
Timeline	
Monitoring and Record Keeping	
Jurisdictional Considerations	
Certification and Safety Considerations	
References	
LIST OF FIGURES	
Figure 1. Overview map of Coconino County ROW's	
LIST OF TABLES	
Table 1. Coconino National Forest Invasive Weed List (2016)	
Table 2. Annual Weed Management Implementation Schedule	

INTRODUCTION

Coconino County, Arizona has the second largest area of any county in the lower 48 states with 18,661 square miles. While generally considered arid, the area covers a diverse array of habitats and plant communities ranging from mid elevation desert scrub to high elevation forests. The county also covers a diverse array of political landscapes as well. These include right of ways that cross Navajo Nation lands, US Forest Service, Bureau of Land Management, Hualapai Tribal lands and boundaries with several National Parks. The county public works department is responsible for weed management on right of ways and other county maintained areas across the county. This covers approximately 1012 miles of right of way of various widths.

The purpose of this document is the development of a weed management plan for county right of ways (ROW) across multiple ecological zones and jurisdictions. The plan is meant to provide guidance as to what types of plants to target, the methods best used to manage them, timing and planning for management activities and administrative tasks required for a successful, long-term management program. In addition, the plan provides specific language, which can be utilized as a specification for weed management tasks in contracts with county contractors (Appendix A).

The goal of the weed management program is to effectively control invasive species and to promote growth of desirable species along roadways. The plan is to significantly reduce the density of invasive species and shift those areas currently dominated by invasive species to native vegetation. Complete eradication of invasive species is not a practical goal over such a wide area. Once native grasses are well established, and there is no further disturbance, minimal maintenance is usually required to maintain the system. Successful establishment of native grasses, however, is key to the long-term success of the weed management program. Flowering native forbs are desirable as well, however grasses are a more economical community to plant and provide year-round competition to weeds. In areas that receive frequent disturbance (ditches with frequent maintenance or borrow pits), growth of native plants will not be achieved and the area will need to be maintained with frequent treatments.

This management plan should be considered a living document. It is not possible to anticipate the entire spectrum of weeds that may invade county ROW's in the future. However, the methods set forth for monitoring and treatment can easily be adapted to meet new situations. Annual monitoring and review of program performance is recommended. Treated infestations should become smaller and less dense over the course of several growing seasons and the number of treated areas should be reduced over a slightly longer time period.

COUNTY RIGHT OF WAYS

The County was divided into four major geographic areas (Figure 1) representing right of ways in the Navajo Reservation, Flagstaff, Williams and the Fredonia areas. Detailed maps of each area are provided in Figures 2 though 5.

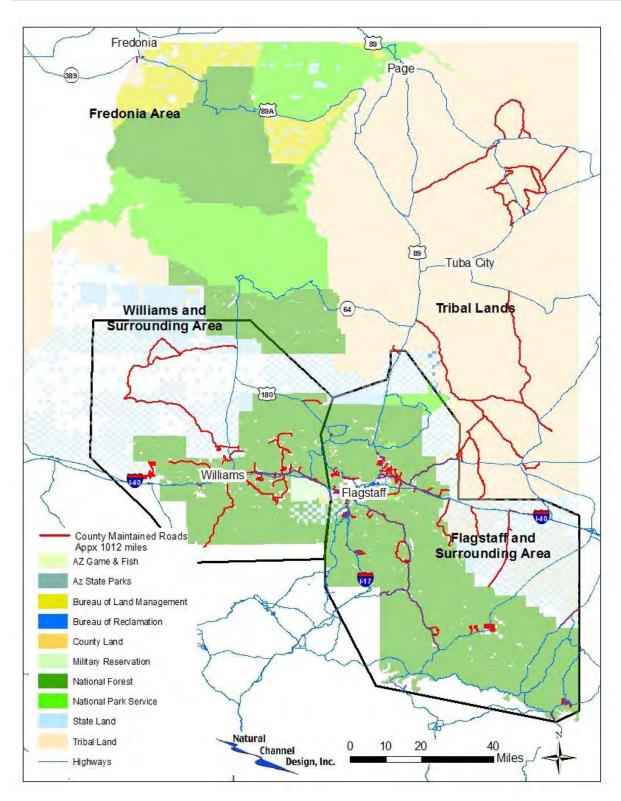


Figure 1. Overview map of Coconino County ROW's

SELECTION OF TARGET SPECIES

Weeds are plants out of place. Even native trees and shrubs can be a nuisance on certain areas of road right of way. However, many invasive species are highly competitive and utilize disturbed areas like ROWs to establish themselves and spread along the ROWs to new areas. Those species that are especially adept at occupying and controlling new territory, while out-competing native species, are the prime targets for control. Additionally, species that can affect the abundance and distribution of ecological keystone native species are targets since the loss of keystone plant species can trigger the loss of dependent species.

The Coconino National Forest shares many miles of road ROW with Coconino County and has the most exhaustive list of target weed species of any agency in the area. The list for target species for Coconino County ROW program is based on the Coconino National Forest list for that reason with a few additions. It should be noted that the list is periodically updated by the Coconino National Forest. The county personnel or knowledgeable consultants will need to review the new lists as they appear.

The Coconino National Forest Invasive weed list for 2016 is provided in Table 1. It provides the scientific name, common name and management goal for the forest. While the list is long, the first 13 species listed represent the most aggressive and disruptive weeds of the group. These species are listed by the forest as 'Class E" (for extreme hazard) species and are considered to provide the greatest threat to the forest's ecosystem (Not all species listed will be located along ROWs) These species receive priority control within the national forest lands and are therefore recommended as the highest priority for treatment on Coconino County maintained land. Other species on the list should be considered for treatment but usually in conjunction with treatment of the Class E species. These other species on the list do represent a threat to native ecosystems but have been shown to be either locally contained, relatively rare, or low level threats.

However, there will often be reasons to include other species in the top priority list for treatment. Currently there are very few areas where musk thistle is found in the county ROW. These areas should continue to be treated to keep this species from spreading. Another consideration for treatment are small areas where less aggressive weeds have formed dense patches that prevent desired vegetation from germinating or growing. A few species we have found to be occasionally problematic include kochia, horehound, Russian thistle and common sunflower.

Many of the species listed have a limited occurrence or have a very specific elevation and habitat type preference. As such they are not found county wide. Persons conducting weed inventory should be knowledgeable in the species identification and biology and should also know how to locate historic records utilizing IMapInvasives and Forest Service databases. Species descriptions are provided in Appendix B.

Table 1. Coconino National Forest Invasive Weed List (2016)

Species on this list are considered weed species in Coconino County. However, most of these species are not included as part of the target species list for Coconino County ROW's since they are low in abundance, and have limited distribution within County maintained lands. These species should be treated if they occur in part of a treatment area which targets "E" species, which are considered aggressive and widespread.

SCIENTIFIC NAME	COMMON NAME	<u>OBJECTIVE</u>	R3 CATEGORY
Acroptilon repens	Russian knapweed	Eradicate/Control	E
Ailanthus altissima	tree of heaven	Eradicate/Control	E
Alhagi maurorum (pseudoalhagi)	camelthorn	Eradicate/Control	E
Arundo donax	giant reed grass	Eradicate/Control	E
Centaurea diffusa	diffuse knapweed	Contain/Control	E
Centaurea maculosa	spotted knapweed	Eradicate/Control	E
Centaurea solstitialis	yellow starthistle	Eradicate/Control	E
Eleagnus angustifolia	Russian olive	Contain/Control	E
Euphorbia esula	leafy spurge	Contain/Control	E
Onopordum acanthium	Scotch thistle	Contain/Control	E
Salvia aethiopis	Mediterranean sage	Eradicate/Control	E
Tamarix ramosissima or spp.	salt cedar or tamarisk	Eradicate/Control	E
Ulmus pumila	Siberian elm	Contain/Control	E
Asphodelous fistulosis	onion weed	Prevent/Eradicate	Α
Alliaria petiole	garlic mustard	Prevent/Eradicate	А
Cardaria chalepensis	lens-podded hoary cress	Prevent/Eradicate	А
Cardaria drada	whitetop or hoary cress	Eradicate/Control	А
0 1 1 1			
Cardaria pubescens	globe-podded hoary cress	Prevent/Eradicate	А
Cardaria pubescens Carduus nutans	musk thistle	Prevent/Eradicate Eradicate/Control	A A
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Carduus nutans	musk thistle	Eradicate/Control	A
Carduus nutans Centaurea calcitrap	musk thistle purple starthistle	Eradicate/Control Prevent/Eradicate	A A
Carduus nutans Centaurea calcitrap Centaurea melitensis	musk thistle purple starthistle Malta starthistle	Eradicate/Control Prevent/Eradicate Eradicate	A A A
Carduus nutans Centaurea calcitrap Centaurea melitensis Cirsium arvense	musk thistle purple starthistle Malta starthistle Canada thistle	Eradicate/Control Prevent/Eradicate Eradicate Prevent/Eradicate	A A A
Carduus nutans Centaurea calcitrap Centaurea melitensis Cirsium arvense Conium maculatume	musk thistle purple starthistle Malta starthistle Canada thistle poison hemlock	Eradicate/Control Prevent/Eradicate Eradicate Prevent/Eradicate Eradicate/Control	A A A A
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SCIENTIFIC NAME	COMMON NAME	<u>OBJECTIVE</u>	R3 CATEGORY
Isatis tinctoria	dyer's woad	Prevent/Eradicate	А
Lepidium latifolium	perennial pepperweed	Prevent/Eradicate	А
Leucanthemum vulgare	oxeye daisy	Prevent/Eradicate	А
Linaria vulgaris	yellow toadflax	Eradicate	А
Lythrum salicaria	purple loosestrife	Prevent/Eradicate	А
Myriophyllum spicata	Eurasian water milfoil	Eradicate	А
Peganum harmala	African rue	Prevent/Eradicate	А
Pennisetum ciliare	bufflegrass	Prevent/Eradicate	А
Pennisetum setaceum	fountain grass	Prevent/Eradicate	А
Potentilla recta	Sulfur cinquefoil	Eradicate	А
Taeniatherum caput-medusae	Medusahead	Prevent/Eradicate	А

<u>Region 3 Invasive Weed Classification System</u>. The Region 3 invasive weed classification system provides a systematic approach for assigning management emphasis priorities. The invasive weed classes may be further subdivided to meet regional, National Forest, or local needs.

Class E species – These invasive weed species have wide distribution across the forest, district, or else within a particular watershed and pose an unacceptable, extreme hazard (accordingly, E) to watershed condition, TES species, wilderness, or other natural and economic resources. These particular wide-ranging species must be controlled continuously to prevent overwhelming damage to natural resources (e.g., a fire cycle introduced by buffelgrass into Sonoran Desert plant communities unadapted to fire). Weeds species in this classification should receive high priority for control and restoration which may supersede Class B species for treatment priority.

Class A species — These invasive weed species are newly established or else have the potential to become established on the forest, district, or else within a particular watershed. Such species pose a major or unacceptable threat to watershed condition, TES (threatened, endangered, or sensitive) species, wilderness, or other natural and economic resources. Weeds species in this classification should receive highest priority for prevention, eradication, containment, control, and/or restoration. Management emphasis is to prevent and eradicate whenever possible or else use containment as a last resort.

WEED INVENTORY

Prior to any type of annual weed treatment, an inventory of the County maintained roads needs to be undertaken in order to prioritize and quantify the areas needing treatment: identifying target species and developing treatment strategies including timing and type of treatment.

All right of ways will need to be inventoried on an annual basis. However, inventories should occur throughout the growing season on areas that are actively being treated in order to estimate success. To prepare for any spring treatments, the window of opportunity for inventory is usually from April through mid May. Identification of specific species is more difficult at this time since plants are small, less conspicuous and lack flowers. However, early identification creates opportunities for rapid treatment of smaller plants which requires less chemical, is often more successful on younger plants, and younger plants are not in danger of setting seed for the next growing season.

Another key time to inventory for weeds is during the early summer and through monsoon season. This is the easiest time to locate and identify newly emerging problem areas. This dual inventory survey protocol is preferred to a single spring inventory. The second inventory will reveal late season weeds that may not have been large enough to identify in the spring. New weed locations identified during the summer inventory can be targeted for immediate mechanical removal, later fall spraying targeting new rosettes or for a spring treatment. Summer weed treatments can be more difficult to plan and schedule appropriate action before weeds have flowered and set seed. Once seed set has occurred, removal is more difficult and expensive. But these areas can be targeted for aggressive treatment the following spring.

Inventories should be done in a systematic way but do not require lengthy amounts of time. Databases of current and historic weed locations iMapInvasives, Forest Service Surveys) should be consulted to help identify target areas. Once, smaller areas of the ROW have been sampled to identify the species available, the remaining inventory for a reach can be accomplished by a slow drive down the road shoulder. The locations surveyed should be marked with GPS coordinates for mapping in County GIS and iMapInvasives database. All areas that have been inventoried and shown to be free of target species should also be noted. A survey form is provided in Appendix C.

WEED MANAGEMENT STRATEGY

The weed management plan was developed using a combination of control strategies that should successfully reduce the abundance and distribution of target species. Herbicide applications with some mechanical treatments will be the most widely used treatments. It is anticipated that efforts to control large infestations along County ROW's will take several years of ongoing treatments to be effective. Many of the species being targeted produce copious amounts of seed that can remain viable for years. Control efforts will reduce the seedbank and ultimately the density of weeds while native vegetation can become established. As a result, areas needing treatment and overall cost for treatment should decrease over time. Additionally, since the goal of the management is to convert weedy vegetation along right of ways into native grasses that prevent reinvasion, seeding with appropriate species will be needed in areas that have sparse native vegetation.

It should be noted that different areas of the ROW are expected to contain different plant communities, which can require different methods and timing for control. Prescriptions for each portion of the ROW should be formulated with the latest inventory data as well as treatment history in mind. Additionally, the prescription for each site will likely change over time as the plant community changes in response to previous treatments. It is highly unlikely, that weed infested sites can be restored within a single growing season. The seed bank of non-native plants in many areas of the ROW have built up over the years and can last for many years in the soil until proper conditions for germination and recruitment are met. For these reasons, multiple years of treatment, combined with multiple types of treatments may be required to reach management goals. As prescriptions for specific areas are developed and revised, they should be formulated with the following general points in mind.

- Plan treatments for the early part of the growing season after the majority of target species have germinated but while the plants are still small so that the total amount of herbicide required is minimized. Also for many species, treatment of younger plants is often more successful than mature plants.
- Time treatments so that target species are killed prior to setting seed. In some cases it may take more than a week for plants to die from herbicide treatment. The stress often initiates rapid development of seed which can drop after the plant is dead. If treatment must take place close to seed set, cutting and bagging the seed heads may be needed to prevent the release of seeds.

- It is impossible to control every weed, noxious or otherwise that occurs on the project site. Therefore, those weed species which have the greatest potential environmental impacts are to be targeted.
- Following initial treatments, future treatment activities should be developed based on effectiveness of treatments and the extent of infestation.
- Herbicide treatments utilizing herbicides with known pre-emergent qualities should be applied well ahead of the monsoon season or well after the start of monsoon season to avoid interaction with germinating seed of desirable species.
- Areas with desirable vegetation should not be treated with herbicide if at all avoidable. Reliance on spot treatment of undesirable vegetation is preferred over broadcast treatments.
- Non-specific herbicides should only be utilized in areas without significant desirable vegetation.
- Public outreach efforts will improve program effectiveness as private landowners become aware of efforts and incorporate measures on their own properties.
- Promotion of the growth and dispersal of desirable vegetation within the project areas will help insure that the treatment program is making progress toward a reduced effort level every season.
- Proactive planting and management of disturbed areas will help to minimize weed establishment and propagation.
- Monitoring and data management are key aspects of the management program, leading to knowledge of effectiveness and efficiency.
- Early detection is also an efficient long-term strategy in the management of non-native and invasive species. Quickly detecting invasions that occur allows for immediate eradication measures to be implemented. These areas should be prioritized for treatment.
- Since the management area crosses multiple jurisdictions, there will be a need to incorporate goals and methods utilized by other jurisdictions in an overall weed management program.

MANAGEMENT METHODS

This section describes several management methods for weed control including mechanical control methods such as pulling and mowing, the use of herbicides, and seeding with desirable vegetation to provide competition. An integrated weed management strategy incorporates active control methods such as herbicides and mechanical removal to provide short-term management and the establishment of competing vegetation as a long-term strategy. The methods outlined here are intended to be a reference for weed management along County ROWs. It is not intended to be a complete guide to weed management.

Effective short-term management of the target species generally requires a two-part approach: preventing seed dispersal and reducing the existing population. Reducing the population entails either physical removal or herbicide treatment. Many of the target species identified in this plan are prolific seed-producers. Preventing seed set and dispersal is critical to preventing the populations from growing larger. Several of the target species have seeds that can remain viable in the seed bank for a minimum of five years and as long as thirty years. Managing these species requires removal of the new plants every year for several years until germination is minimal or absent. In addition, application of a pre-emergent herbicide may be necessary in areas with adequate desirable vegetation but adjacent to weed populations outside of the ROW.

Establishment of native vegetation that can provide competition for invasive species is extremely important and will help to lessen the need for long-term commitment to invasive removal. Seeding areas that have been successfully treated for weed removal will help prevent reinvasion. Seeding should be

timed to avoid pre-emergent affects of herbicides and take advantage of the full monsoon season to ensure establishment. Additional seeding with native flowering forbs can be considered after the initial year of weed treatment. It is recommended that during the initial year of treatment no additional seeding of wildflowers be conducted due to the possibility of those plants being removed by weed eradication efforts.

The use of herbicide on ROWs in the Coconino and Kaibab forests requires a Pesticide Use Permit prior to application. Ensure enough time is allocated for the procurement of this permit during planning. A pesticide use permit for areas within the Coconino National Forest that were treated in 2016 is attached to this report. It is valid until the treatments change. New treatment chemicals or new areas to be treated will require additional permitting through the Coconino or Kaibab National Forest Pesticide Use Coordinator. Mechanical control of target species within right of ways on national forest land does not require a permit.

It is anticipated that efforts to control weeds along County ROWs will take several years of ongoing treatments to be effective. The species being targeted produce copious amounts of seed that can remain viable for years. Control efforts will reduce the seedbank and ultimately the density of weeds while native vegetation can become established. As a result, areas needing treatment and overall cost for treatment should lower over time. The weed control strategies outlined above target the currently known areas of infestation within the work areas of the County easements. Based on monitoring of these areas, subsequent treatment strategies should be developed annually following fall and early spring monitoring.

MECHANICAL CONTROL

Mechanical control consists of pulling and mowing or cutting. Mechanical control can be used to reduce existing weed biomass which can result in shading of desirable species, and to eliminate the current year's seed source from mature plants that have started flowering but have not yet set seed. Small infestations of plants that are not capable of vegetative reproduction can often be controlled when pulled in early summer or prior to setting seed. However, pulling is not practical for larger areas. Mowing or cutting can be effective control for larger infestations of some annual species, such as kochia or Russian thistle. The mowing will not eliminate the plants, but will reduce the amount of seed produced and will remove much of the shading effect on native species. Mowing or cutting is not recommended for knapweed or Scotch thistle as it encourages additional branching and flowering. In some cases, pulling or mowing in conjunction with chemical treatments can be an effective control method.

Pulling:

Pulling or uprooting annuals and tap-rooted plants in small areas can be an effective control method with minimal ecological impact and low cost. Pulling will be a common method for treating smaller infestation and individuals. The best time to pull plants is when the ground is moist so that the entire root can be extracted without causing too much ground disturbance. Pulling of annual or perennial plants when they reach the flowering stage is a very effective method of control for many species. Flower heads should never be left on the ground because many plants can set seed even when the plant is severed from the root. The flowering parts should be bagged and incinerated.

Mowing and Cutting:

Mowing and cutting can reduce seed production and spread and restrict weed growth, especially in annuals cut before they flower and set seed. Mowing also removes taller annuals, reducing shading to native grasses trying to get established. Mowing may be used in areas where herbicide treatment is less desirable in order to remove aboveground biomass, or integrated with herbicide treatments.

Mowing can be an effective control for kochia. Repeated mowing (2 to 3 times a summer) can prevent kochia from flowering and setting seed. Kochia seeds last only a year or two in the seed bank so repeatedly preventing seed set for a few years can severely curtail its population. However, mowing is not an effective control on its own for many species, including knapweed and Scotch thistle, because it stimulates resprouting.

HERBICIDES

Herbicides can be an appropriate and effective way to treat certain weed species. The application should be timed to capture the proper phenological stage or the most appropriate season for the weeds that are present. Applications timed for the rosette or seedling stages of many annual and biennial weed species can provide effective control. Early spring application may also limit the exposure to herbicide of many native species that germinate or emerge later in the season. Another effective treatment strategy for some biennial or perennial weeds is to treat in the fall immediately after the first hard frost. Early season and late fall time periods may optimize the plant uptake of the herbicide.

Herbicides can be divided between pre-emergent and post-emergent herbicides (or both). Pre-emergent herbicides are applied to the soil before the weed germinates; they disrupt germination or kill the germinating seedling. Post-emergent herbicides are foliar-applied directly to the established plants and/or soil. Some herbicides are effective both pre- and post-emergent.

The effects on non-target species, native grasses and forbs in particular, should be considered when choosing an herbicide. When possible, herbicides with the least toxicity, persistence in the environment, soil mobility, and related side effects should be used. Whether the herbicide is broadleaf specific and does not affect grasses or is nonspecific and will kill both broadleaf and grass species should be considered. All herbicides must be applied according to label instructions and care must be taken for selection of equipment used, and application and timing to avoid unwanted consequences.

It is recommended that the herbicides used in the county be limited to those approved for use on the Coconino National Forest (list obtained from L. Moser, Invasive Species Botanist and Pesticide Use Coordinator, Coconino Nation Forest). This list of approved herbicides, based on the active ingredient common name, is given below along with the Trade name in parenthesis. A brief description of each herbicide is provided in Appendix D. Be sure to obtain and read the label of the herbicide selected for treatment.

- Aminocyclopyrachlor
- Aminopyralid (Milestone)
- Chlorsulfuron (Telar)
- Clopyralid (Transline)
- 2,4-D
- Dicamba (Clarity)
- Glyphosate (Roundup)
- Imazapic (Plateau)
- Imazapyr (Arsenal)
- Metsulfuron methyl (Escort)
- Picloram (Tordon)
- Sulfometuron methyl (Landmark)
- Triclopyr (Garlon)

Additives:

Activator adjuvants increase the effectiveness of the herbicide by altering the spray droplet size, distribution of the spray on the plant, viscosity (stickyness) of the spray, evaporation rate, rate of uptake (absorption) by the plant, solubility of the herbicide in the spray solution. Examples of activator adjuvants are:

- <u>Surfactants</u> (surface-active agent) promote the penetration of the chemical into the leaves of the plant. Any side effects should be considered when choosing a surfactant.
- <u>Wetting agents</u> increase the ability of water to displace air or liquid from the plant's surface so the herbicide will spread more evenly over the plant.
- <u>Oils</u> increase the retention time of the sprayed material on the plant and enhance uptake though the leaf surface.

Utility adjuvants are added to improve the application of the formulation to the target plants. An example of a utility adjuvant is:

• <u>Dye</u> is commonly used for spot or boom spraying. The presence of a dye makes it easy to see where the herbicide was applied and if it has spilled or leaked.

COMPETING VEGETATION / REVEGETATION

Ultimately, the reestablishment of native vegetation is the most effective long-term strategy for managing non-native and invasive weeds. Many exotic species are dependent on open, disturbed ground to germinate and grow. As native plants become established and begin to form a more solid ground cover, populations of invasive species should decrease and the area will become resistant to reinvasion.

Areas determined to be lacking in adequate grasses should be seeded with an appropriate native grass seed mix. Herbicide use can occur prior to seeding. However be sure the herbicide has no pre-emergent activity that will result in seeding failure. Once seeding and germination has occurred, herbicide use at the site can continue. However, only broadleaf specific compounds should be utilized and application of those herbicides with a known pre-emergent effect should be timed to have minimal effect on germination of desired species.

The seed mix should be appropriate for the elevation and soils at the site. A native grass seed mix should contain a mix of both warm and cool season grasses. In the Flagstaff area some good choices based on what grows on the neighboring forest and is readily available include: (warm season) blue grama, little bluestem and purple three-awn (*Bouteloua gracilis, Schizachyrium scoparium, and Aristida purpurea*); (cool season) western wheatgrass, Arizona fescue, bottlebrush squirreltail and muttongrass (*Pascopyrum smithii, Festuca arizonica, Elymus elymoides, and Poa fendleriana*). Lower elevation sites with sandier soils will require different species similar to Indian ricegrass (*Oryzopsis hymenoides*) and sideoats grama (*Bouteloua curtipendula*). In areas that will receive relatively frequent disturbance (road ditches) where native grasses are unlikely to become established, foxtail barley (*Hordeum jubatum*) may be a good choice. This is a rapidly growing annual, cool season, native grass that can rapidly colonize disturbed sites. Care should be taken where foxtail barley is applied as it can be considered a pest on pasture lands. Choices for reseeding should be based on native grasses growing adjacent to the right of way. In general the most common cool season and warm season grass will provide a reasonably priced native ground cover.

While native grass species provide ground cover and protection from weed invasion at a low cost, flowering native plants can provide other ecological benefits for pollinators and other insects. Some native wildflowers that also attract pollinators include desert globemallow, firecracker or Rocky

Mountain penstemon, hoary tansyaster, Indian blanket, Mexican hat, tufted evening primrose, Rocky Mountain beeplant, and showy or butterfly milkweed. Again the mix of these species is dependent on the elevation and soil conditions at the site. Additionally, because these species are susceptible to broadleaf specific herbicides, they should not be planted until the need for herbicide applications at the site has become minimal.

PUBLIC OUTREACH

The ROWs are a relatively small island of habitat in a much larger area of mixed land ownership. Management will be more successful if adjacent lands are managed with a similar goal of addressing weeds. Public outreach targeting the local residents will help private landowners identify and learn how to control the target weed species on and around their property. Educating landowners about the types of weeds and different control measures and encouraging them to monitor and remove weeds on their property will help in the overall weed management efforts.

At a minimum, notice of weed treatment should be provided to adjacent property owners via letter, email or Coconino County website. Notification should include: proposed dates for treatment, area to be treated, target species, proposed methods and a contact number. The contractor should be responsible for posting signs around the treatment area indicating the materials utilized, and any precautions necessary. Such notifications will help build trust and partnership between the county and private landowners.

ADJACENT INFESTED LANDS

In many instances, weeds are not just growing in the right of way, but are part of a larger area of infestation that continues on the adjacent land. In these cases, management activities conducted on the ROW will have little effect on the overall weed population in a given area and will require continual treatment to keep the ROW clear if the landowner does nothing to control the weeds on their lands. But in these areas, it is important to control the weeds in the ROW to prevent further spreading of the seeds outside the area by vehicles or persons who unknowingly move across the ROW. The use of a preemergent herbicide may be warranted in these situations. Also, it would be important to contact the landowner to educate them on the weed problem and encourage them to take action.

TREATMENT OF DISTURBED AREAS

New construction areas, gravel pits and staging areas are not expected to develop and maintain sufficient native vegetation to prevent invasion of nonnative weed species. These areas are susceptible to invasion of weeds and can become troublesome to other areas since materials and equipment are shipped out to other sites and can carry weed seed with them.

Management of these areas may require use of a pre-emergent herbicide that prevents successful germination of weed seed. Pre-emergent herbicide should be selected for the duration of its affect and the intended use of the borrow material. Long lasting pre-emergent can work for several growing seasons, and should be utilized on areas that contain inert materials or areas that will be left unutilized for several months or more. Shorter duration pre emergent herbicides have a half life of approximately 120 days depending on conditions. Short duration herbicides can be utilized on temporary staging areas or stockpiles of materials that will be utilized in surface treatments where revegetation is planned. It should be noted that once the surface of the treated soil is broken, the pre-emergent qualities of the herbicide are lost since the herbicide is likely to be buried below the shallow zone of soil where seeds germinate.

TREATMENT SUMMARY BY SPECIES

Russian Knapweed

- Pull seedlings. Mechanical removal not effective on established plants due to vast root reserves.
- Spray herbicide on growing plants.

Camelthorn

- Spray herbicide on rapidly growing plants.
- Mechanical removal is not effective; it can stimulate remaining roots to spread.

Diffuse Knapweed, Spotted Knapweed and Scotch Thistle

- Pull or dig out young plants.
- Spray herbicide on rosettes to early bolting stage. Spraying after flowers have matured may not be effective.
- Pull and bag flowering plants. Incinerate plants to prevent spread of seed.
- Mowing is not recommended.
- Reseeding of disturbed sited with fast growing grass helps prevent knapweed establishment.

Yellow Starthistle

- Pull or dig out young plants.
- Pull and bag flowering plants.
- Mow up to bolting stage.
- Spray pre- and post-emergence herbicides.

Russian Olive

- Mechanical removal of seedlings and saplings before they mature.
- Broadcast foliar spray when leaves are fully developed.
- Cut stump treatment.

Siberian Elm

- Mechanical removal of seedlings and saplings before they mature.
- Broadcast foliar spray when leaves are fully developed.
- Cut stump treatment.
- Girdling stem.

TIMELINE

Recognizing that the weed management plan will use an adaptive management approach, the timeline as outlined in Table 2 will be reviewed and modified as necessary based on the impact of management actions. Please note that the timing of treatments is approximate since precipitation can greatly affect the timing of germination and flowering.

Table 2. Annual Weed Management Implementation Schedule

Date	Action/Method	Description	Comments/Notes
March - May	Annual Assessment	Depending on elevation – Spot check ROWs and other management areas for early growth rosettes and germination. Refer to iMapInvasives database for additional survey areas.	Map areas for late spring/early summer treatment and prioritize
May - June	Herbicide Treatment – Spot Spraying	Treatment of target areas	Prevent growth/seed set of early annuals and perennials
late June	Seeding	Seed bare areas with native grass and forbs in preparation for monsoon season	Seed areas that need minimal treatment in future. Timed to coincide with monsoon rains.
July/August	Mid Season Assessment	Spot check ROWs and other management areas for late season growth and germination after monsoons have begun	Target late season growth and bolting that is easier to identify.
July - September	Mid Season Treatment	Herbicide immature forms, mow or pull late form annual/biennials before seed set, pull perennials before seed set.	Prevent seed set of target species. Bag flowers that could set seed after treatment.
September	Monitoring	Assess areas treated for effectiveness, prepare plan for next Spring and Summer treatments.	
October/ November	Seeding	Additional seeding as needed/ late season herbicide treatment on certain species prior to dormancy	Plant seed to miss late season rain and minimize predation by insects and birds

MONITORING AND RECORD KEEPING

Spring and post-monsoon surveys are recommended to evaluate the distribution and abundance of target species. The monitoring data should be compared to treatment records to ensure that treatments are having the desired effect. Areas should also be monitored for any new weed species that should be added to the target species list as well as the success of the establishment of native grasses.

Coconino County contractors should provide records of site inventories and treatments utilizing a common database accessible by multiple contractors and county personnel. NCD highly recommends that the Coconino County utilize AZ iMapInvasives as the platform for record keeping. This GIS based database captures area (point or polygon), species observed, treatments utilized, personnel and dates in a common data base of other users in the state. It is free and maintained by Arizona Game and Fish Department. Other researcher's and iMapInvasives users will have access to the data. For additional information contact Jami Kuzek at Arizona Game and Fish Department. (jkusek@azgfd.gov or 623-236-7686). The iMapInvasives home page is http://www.imapinvasives.org/.

JURISDICTIONAL CONSIDERATIONS

ROWs for Coconino County maintained roads cross several jurisdictional boundaries that should be considered during weed management activities. While several ROWs border Bureau of Land Management, National Park Service and Arizona State Trust Lands, these ROWs appear to be separate from the adjacent lands and care should be taken to ensure that the ROW boundaries are clearly known to weed management applicators and respected.

In addition to the ROW's directly adjacent to neighboring lands, there are numerous county maintained roads that cross US Forest Service and Navajo Tribal lands. US Forest Service in particular has very specific procedures for weed treatment on their lands and county treatment plans should conform to these procedures. US Forest Service has specific herbicides and concentrations that are approved for use on forest lands through the NEPA process.

In a similar process to USFS, weed treatments on Navajo Nation Tribal lands are governed by a Navajo Nation Weed management plan. Likewise this plan is vetted through the National Environmental Policy Act (NEPA). Unfortunately as of this writing the plan is not approved and is still in the review stage. It is understood that the proposed methods for weed management within road ROWs follow Arizona Department of Transportation guidelines, which are compatible with this plan. However, this cannot be confirmed until the plan is approved and adopted. Approval should come within the next six months to one year. Once approved, Coconino County should coordinate with Navajo Nation EPA for herbicide use permits as needed.

CERTIFICATION AND SAFETY CONSIDERATIONS

Herbicide application within the County ROWs will need to be accomplished by a contractor with a Right-of-Way herbicide applicator certification. More remote areas and open lands can be addressed by applicators with forestry or agricultural certification. Mechanical removal does not require a certified applicator.

Herbicide applicators should develop and provide the county with a copy of their safety and spill plan. A sample safety plan is provided in Appendix E and at a minimum, the safety and spill plan should cover the items set forth in the example plan.

Contractor shall provide a traffic control plan, per MUTCD standards, to the County Engineer for approval prior to commencing weed mitigation work within the right-of-way.

REFERENCES

- DiTomaso, J.M., G.B. Kyser et al. 2013. Weed Control in Natural Areas in the Western United States. Weed Research and Information Center, University of California.
- White, M.R., ed. 2013. Invasive Plants and Weeds of the National Forests and Grasslands in the Southwestern Region, Second Edition. USDA Forest Service, Southwestern Region, Apache-Sitgreaves National Forest. December 2013. MR-R3-16-6.
- Whitson, T.D.(ed.), L.C. Burrill, S.A. Dewey, D.W. Cudney, B.E. Nelson, R.D. Lee, R. Parker. 2006. *Weeds of the West*. Western Society of Weed Science, in cooperation with the Western United States Land Grant Universities Cooperative Extension Services.

28 October, 2017

To: Jim Janacek City of Flagstaff, Water Services Division Stormwater Section Project Manager 211 Aspen Ave. Flagstaff, AZ 86001

From: Max Licher P.O. Box 1456 Sedona, AZ 86339 928-282-7071

Report summarizing plant identification consulting work for the Flagstaff Floodplain Management Plan.

Methods:

Per direction form City of Flagstaff Stormwater Section Project Manager Jim Janacek, 12 previously identified sites within the Rio de Flag and its major tributaries were visited during a two-week period from September 14-24, 2017. Approximately ½-3/4 hour was spent at each site, and a list of plant species based on observation was created for each site. If a plant was not known to species level, samples were taken and further identification work was done using keys, texts, and comparative specimens at the Deaver Herbarium at NAU. Return trips were made to 4 of the sites to gain additional samples or get better material after studying the original samples. Eighteen of these samples will be made into herbarium specimens and accessioned at the Deaver Herbarium.

Only plants growing within the riparian zones or drainage ways were noted; adjacent upland species were not inventoried. Some of the plants growing in the dry drainage ways are more often associated with upland or forest floor habitats, but these were listed if they were growing within the lower banks of the various drainage sites.

It should be noted that the above methodology requested will not create a complete list of all plants that may be growing in these sites. A strong effort was made to note as many species as possible, but some species not in flower may have easily been overlooked. At each of the 4 sites where a

second visit was made, several additional species were added to the original lists, which would imply that more species could probably be added to the other sites also. A valuable follow-up project might visit the same sites in late spring or early summer, in order to fill out the lists with additional early season species.

It is also important to know that this list does not differentiate between those species that were abundant at a site versus those that might have been seen only once. That type of annotation would require a much longer period of fieldwork and a different methodology. However, observations of consistently abundant and potentially useful plants are discussed in the Results section.

Several species pairs are listed together where there are two very similar taxa that are difficult to tell apart without microscopic work, and it was not practical to test all of the individuals encountered to verify which species was present. In most cases, the two species are ecologically interchangeable, and the specific information would not add to the value of this survey.

Results:

A matrix (Appendix A) was created listing the plant species found at each site. A total of 156 different species were observed within the riparian zones or drainage way banks of the identified sites. 52 (33%) of these species are introduced. This would be considered a high number for a flora of an entire area, but is not unusual for disturbed areas adjacent to development. Riparian zones also typically support a greater number of exotic species than undisturbed uplands.

The matrix is divided into 4 sections:

Trees & shrubs – 14 species (2 exotic) Perennial forbs – 55 species (16 exotic) Annual forbs – 47 species (18 exotic) Graminoids – 40 species (16 exotic)

The plants observed were primarily a mix of facultative and upland species, with only a few true riparian obligates. This is probably due to the intermittent nature of water in these drainage ways. Upland species were only listed if they were found within the banks of the drainage ways; many

of these same species are common in and around Flagstaff in Ponderosa Pine forests and associated mountain meadows, and were present at some of the sites where they are not listed, but above the banks in the surrounding uplands. The matrix identifies riparian obligates (3) and facultative wetland (16) species, as so designated by USDA in either the Arid West or Western Mountains. The remaining species are either facultative, facultative upland, or upland per USDA. The majority of the riparian species were found in the northernmost sites, along the uppermost two Rio de Flag locations, and Schultz Creek.

The matrix also notes the number of exotic species per site, and gives the percentage of total species. It is harder to observe a pattern to these numbers, with the most "pristine" sites in order by the percentage of native species being Ponderosa Wash, Spruce Avenue Wash, Fanning Drive Wash, Schultz Creek, and Clay Avenue Wash. Spruce Ave, Clay Ave, and Schultz Creek visually appear to be the least disturbed, with drainages coming in directly from the forested areas to the north, but Ponderosa and Fanning are small areas that appear to be highly disturbed, but still retain predominantly native species. At Ponderosa Wash, the native species are dominant in both number of species and density, whereas at the Fanning site native species are high in number, but the few exotic species appear higher in density of occurrence. However, as mentioned earlier, to fully analyze the composition of each site by density/frequency of species would be a far more rigorous task requiring different methodology than requested for this project.

Discussion:

Although not requested as part of this project, I would offer a few observations about the potential use of these lists for the design of restoration projects at sites along these drainages.

Among all the native plants identified as occurring in these sites, perennial graminoids, forbs, shrubs and trees will be more valuable than the annuals in stabilizing soils in the floodplains and channel banks. True wetland obligates will not be useful as none of these sites have enough water to create viable populations (the three species were observed at only two of the sites, and there in small quantities).

Of the trees and shrubs observed, all of the native species could be appropriate for restoration projects adjacent to the actual drainage channel.

Pinus ponderosa (Ponderosa Pine) was most frequently recorded; in fact, this keystone species of the dominant surrounding biotic community was present at all sites in the adjacent upland areas. It is found in the drainage channels only where water is intermittent and not of sufficient volume to be periodically scouring. Rosa woodsii (Wood's Rose) was the most common and widespread shrub, and is more adapted to the drainage ways than most of the other upland species. The three facultative wetland species, Acer negundo (Boxelder), Populus angustifolia (Narrowleaf cottonwood), and Salix lasiolepis (Arroyo Willow) will do better in sites that stay moist for greater periods of the year; they were all found in the more northern drainage sites. They could do well in other sites with some supplemental irrigation as part of a development project.

Although trees and shrubs tend to be the most visually important species in a given area, the graminoids may ultimately be the most important for good ecosystem function. The perennial native graminoids observed in these sites that will be most useful for restoration are *Pascopyrum smithii* (Western wheatgrass – rhizomatous), *Elymus trachycaulus* (Slender wheatgrass – clumping), *Poa fendleriana* (Muttongrass – clumping), *Muhlenbergia rigens* (Deergrass – clumping), *Muhlenbergia wrightii* (Spike muhly – clumping), *Bouteloua gracilis* (Blue gramma – clumping to sod-forming), and *Carex occidentalis* (Western sedge – clumping). Most of these are upland species that seem to also grow well in dry creek beds, on the banks, and in the surrounding floodplains. Many of the other natives observed could also be used, but may be of lesser import due to their being shorter-lived or preferring more pristine habitats.

Elymus repens (Quackgrass – rhizomatous), Dactylis glomerata (Orchardgrass – clumping), Bromus inermis (Smooth brome – rhizomatous), Poa pratensis (Kentucky Bluegrass – rhizomatous), and Schedonorus arundinaceus (Tall fescue – clumping) are introduced pasture grasses that were commonly seen in large numbers at many of the sites. These species will probably end up being a part of any modified site along the drainage ways due to their current prevalence and adaptability to these ecosystems. Quackgrass is listed by the State of Arizona as a noxious weed, and the others are known to act weedy and be potentially invasive according to many different sources, although they have no official status in Arizona. Quackgrass was dominant at only one site (Rio de Flag near Herold Ranch), although it was also present at 50% of the other locations. Due to its

rhizomatous nature, this would be a difficult species to eradicate, and it is contributing to soil stabilization.

Other Arizona listed noxious weeds that were observed at several sites are the following forbs: *Acroptilon repens* (Russian knapweed – rhizomatous perennial), *Centaurea diffusa* (Diffuse knapweed – biennial to perennial), *Convolvulus arvensis* (Field bindweed – rhizomatous perennial), *Linaria dalmatica* (Dalmatian toadflax – rhizomatous perennial), and *Onopordum acanthium* (Scotch thistle – biennial). In my opinion, *Acroptilon repens*, *Centaurea diffusa*, and *Onopordum acanthium* should be targeted for elimination when populations form in disturbed areas and along waterways. These species seem more prone to dense infestations that crowd out other preferable native species than the other two.

A number of native forbs that were found in these sites will also be useful components of a restoration mix. They will add color and interest, as well as providing various ecosystem functions (wildlife habitat and forage, pollinator support, etc). The most frequently encountered, showy upland species that also are found in the drainage ways are:

Achillea millefolium (Common yarrow)
Cirsium wheeleri (Wheeler's thistle)
Geranium caespitosum (Pineywoods geranium)
Heliomeris multiflora (Showy goldeneye)
Ipomopsis aggregata (Scarlet gilia)
Mirabilis decipiens (Broadleaf four o'clock)
Sphaeralcea fendleri (Fendler's globemallow)
Symphyotrichum falcatum/ericoides (White heath aster)
Thalictrum fendleri (Fendler's meadowrue
Verbena macdougallii (MacDougall's verbena)

Epilobium ciliatum (Fringed willowherb) and *Sidalcea neomexicana* (New Mexico checkermallow) were also observed in several sites each, but these are both facultative wetland species, and would need more moisture to be successful over the long-term.

It should be noted that there are some very common non-showy native species that were present in significant numbers. Two perennial ragweeds, *Ambrosia psilostachya* and *A. tomentosa* seem to thrive in disturbed sites,

and help bind soil due to their rhizomatous nature. These are typically not used in landscaping or restoration due to their allergenic pollen and rather drab appearance, but will probably end up being part of any restoration due to their presence in the surrounding ecosystems. Sageworts (rhizomatous herbaceous *Artemisias*), are also allergenic, but while their flowers are not showy, their vegetative form is attractive and potentially useful. Both *Artemisia dracunculus* (False tarragon) and *A. ludoviciana* (White sagewort) are probably available in seed and in the nursery trade. *Rumex mexicanus* is one of the native docks that was found in a number of sites, but only directly in the drainage channel or areas where water may pond for periods of time. It is unlikely to be available in the trade.

Milkweeds were not observed in very many sites; only one, *Asclepias subverticillata* (Horsetail milkweed), was seen in two different locations. However, this species, along with *A. tuberosa* (Butterflyweed), *A. asperula* (Antelope horns), and *A. speciosa* (showy milkweed – in moister locations) would all be valuable local native plants to use in restoration for both pollinator support and general beauty.

While perhaps not as important for restoration over the long term, annual and biennial plants also play a role in ecosystems, and should not be overlooked completely. A number of native species were observed, many in great numbers, and some such as *Helianthus annuus* (Common sunflower), *Verbesina encelioides* (Golden Crownbeard), *Erigeron divergens* (Spreading fleabane), *Oenothera elata* (Hooker's evening primrose), *Amauriopsis dissecta* (Ragleaf bahia), and *Coreopsis tinctoria* (Golden tickseed) would be attractive additions to most seed mixes.

APPENDIX A

Species	Common Name	# Sites observed	Riparian Ex	xotic	Site 1 Rio de Flag at Peak View St.	Site 2 Rio de Flag at Meade Ln.	Site 3 Rio de Flag at Herold Ranch Rd.	Site 4 Rio de Flag at Butler Ave.	Site 5 Clay Ave. Wash at Thompson St.	Site 6 Sinclair Wash at N. Univ. Heights Dr.	Site 7 Ponderosa Wash at High Country Tr.	Site 8 Schultz Ck at Mary Russel Way	Site 9 Switzer Canyon Wash at S. Turquoise Dr.	Site 10 Spruce Ave Wash at Linda Vista Dr.	Site 11 Fanning Dr. Wash at Linda Vista Dr.	Site 12 Bow & Arrow Wash at Lone Tree Rd.
TREES & SHRUBS																
Acer negundo	Boxelder	1	FACW			x										
Ericameria nauseosa var. oreophilus	Rubber rabbitbrush	1	TACV			^										х
Gleditsa ? (non-thorny Fabaceae)	Locust?	1		•		x										^
Gutierrezia sarothrae	Broom snakeweed	1				^										х
Pinus ponderosa	Ponderosa pine	7							х		x	Х	x	x	x	x
Populus angustifolia	Narrowleaf cottonwood	1	FACW		х				*		X	×	, x	X	X	X
Populus tremuloides	Aspen	2	TACVV		X					x						
Purshia stansburiana	Common cliffrose	1			^					^					x	
Quercus gambellii	Gambel oak	2	 						х		+			x	X	+
Ribes cereum	Wax currant	1	 						*		+			X	+	+
Robinia neomexicana	New Mexico locust	2	 								+			X	+	+
Rosa woodsii	Wood's rose	5			Х	Х		, , , , , , , , , , , , , , , , , , ,	v			, , , , , , , , , , , , , , , , , , ,	v		+	· ·
Salix lasiolepis	Arroyo willow	3	FACW	-+	v			Х	х	+	+	X	х			Х
	Siberian elm	<u>4</u>	1	•	Х	X						Х				
Ulmus pumila	Siberian enn	4				X							X	X	X	
PERENNIAL FORBS																
Achillea millefolium	Common yarrow	3					Х		х		х					
Acroptilon repens	Russian knapweed	1		•												X
Ambrosia confertiflora	Slimleaf bursage	1						х								
Ambrosia psilostachya	Western ragweed	7					Х		х	Х	х		х	X		х
Ambrosia tomentosa	Skeletonleaf bursage	6			Х	х	х	х	х							х
Antennaria parvifolia	Mountain pussytoes	1									х					
Apocynum androsaemifolium	Spreading dogbane	1							х							
Artemisia campestris	Field sagewort	1					х									
Artemisia carruthii	Carruth's sagewort	2												х	х	
Artemisia dracunculus	False tarragon	7			Х		х	х	х			х		х	х	
Atremisia ludoviciana	White sagewort	2											х		х	
Asclepias subverticillata	Horsetail milkweed	2								х	х					
Centaurea diffusa	Diffuse Knapweed	1		•				Х							Х	
Cirsium wheeleri	Wheeler's thistle	3								х	х		х			
Commelina dianthifolia	Birdbill dayflower	1													х	
Convolvulus arvensis	Field bindweed	6		•	Х		Х			Х			Х	Х		Х
Datura wrightii	Sacred datura	1													х	
Epilobium ciliatum	Fringed willowherb	3	FACW		х						х	х				
Erigeron flagellaris	Trailing Fleabane	1									х					
Gaillardia pulchella	Firewheel	2		•									Х			Х
Geranium caespitosum	Pineywoods geranium	6							х		х		х	х	х	х
Heliomeris multiflora	Showy goldeneye	5							х			х	х	х	х	
Ipomopsis aggregata	Scarlet gilia	4							х	х				х	х	
Leonurus cardiaca	Motherwort	1		•								х				
Linaria dalmatica	Dalmatian toadflax	9		•	Х				Х	Х	х	х	Х	X	Х	Х
Machaeranthera canescens	Hoary tansyaster	1					Х									
Macromeria viridiflora	Giant trumpets	1													х	
Marrubium vulgare	Horehound	1		•			Х									
Mentha spicata	Spearmint	1	FACW	•		Х										
Mirabilis decipiens	Broadleaf four o'clock	3												х	х	х
Mirabilis oxybaphoides	Smooth spreading four o'cloc														x	
Nepeta cataria	Catnip	3		•		х				х		Х				
Oenothera flava/taraxacoides	Yellow evening primrosa	2								x	х					
Phaseolus pedicillatus var. grayanus	Gray's bean	1									<u> </u>				х	
Potentilla crinita	Bearded cinquefoil	1						1			х				1	1
Potentilla recta	Sulphur cinquefoil	1		•	Х			1		<u> </u>	<u> </u>				1	

Data willia da colori	Condata de Cita			1	ı		T	1	ı	1	1	<u> </u>		Ι		
Potentilla thurberi	Scarlet cinquefoil	1	-	_						1				X		
Ratibida columnifera	Mexican hat coneflower	2		•						1	X					X
Rumex crispus	Curly dock	10		•	X	X		X	Х	X	X	X	Х	X		X
Rumex mexicanus	Mexican dock	4		1			X	Х		Х	Х					+
Saponaria officinalis	Bouncingbet	2		•										X	Х	
Securigera varia (Coronilla varia)	Crownvetch	1 2	5 A C) A /	•												X
Sidalcea neomexicana	NM checkermalow	2	FACW		Х							Х				
Solidago velutina	Hairy goldenrod	1							Х							
Spharalcea fendleri	Fendler's globemallow	3								Х					Х	Х
Symphyotrichum falcatum/ericoides	White heath aster	5		+	X	X	X				Х		Х			+
Symphyotrichum lanceolatum	White panicle aster	2			Х	X			.,							
Taraxacum sp. Thalictrum fendleri	Dandelion	6		•		X		X	X				Х	X		X
	Fendler's meadowrue	5 1		-			X		Х			X		х	Х	+
Thermopsis montana	Golden pea			-								X				-
Trifolium mucronatum ssp. lacerum	Spinytooth clover	1 7		-								Х				
Verbena macdougallii	MacDougall's verbena American vetch	1		-				X		X	Х	,,	Х	X	Х	Х
Vicia americana				-								Х				-
Vicia pulchella	Vetch	1		•									Х			
Viola (cultivated)	Violet	1		•		Х										
ANNUAL /DIENNIAL FORDS				1						+						+
ANNUAL/BIENNIAL FORBS	Davidlla amananth	2		+												+
Amarantus powellii Amaranthus retroflexus	Powell's amaranth Redroot amaranth	<u>2</u>		1	Х	Х				+	1				V	+
Amaranthus retroflexus Amauriopsis dissecta	Regroot amaranth Ragleaf bahia	<u>1</u> 6		-	,,					 			· · · · · · · · · · · · · · · · · · ·		X	+
•		1	FACW		Х					Х		Х	Х		Х	Х
Artemisia biennis	Biennial wormwood	1	FACVV	•		X										
Berteroa incana	Hoary alyssum Slimlobe beggarticks	6		•	,,				Х	,,					.,	X
Bidens tenuisecta		1	OBL	1	Х	Х		X		X		,			х	- x
Castilleja minor	Lesser indian paintbrush	1	OBL	•								Х				
Chenopodium album Chenopodium fremontii	Lambsquarters Fremont's goosefoot	<u>1</u> 1		•		X								.,		
		2		1										х	.,	+
Chenopodium pratericola	Desert goosefoot Bull thistle	1		•				X							Х	
Cirsium vulgare Conium maculatum	Poison hemlock	Δ	FACW	•	X	V	V	V					Х			
	Horseweed	8	FACVV	•	X	X	X	X		+		,	X	.,	.,	X
Conyza canadensis Coreopsis tinctoria	Golden tickseed	3		1		Х	Х	1			,	X		х	х	- x
Cosmos parvifolia	Southwestern cosmos	4		1		X	X	X			Х		X	х	X	+
Dalea leporina	Foxtail prairie clover	1		1		X	X							*	*	+ ,
Dipsacus fullonum	Teasel	2		•				X								X
Dracocephalum parviflorum	American dragonhead	1		<u> </u>				^						х		^
Dysphania graveolens (Chenopodium)	Fetid goosefoot	1												x		+
Epilobium brachycarpum	Tall annual willowherb	3					X	x			x			^		х
Erigeron divergens	Spreading fleabane	6			x		x	^		x	×	v		x		
Euphorbia dentata/davidii	Toothed spurge	1			^		^		х	^		X		^		
Gnaphalium exilifolium	Slender cudweed	1	FACW						^			x				+
Grindellia nuda	Curlytop gumweed	6	TACV		х		x	x		x	x	^				х
Helianthus annua/petiolaris	Common sunflower	7			^	х	X	X		X	X	x	X			
Kochia scoparia	Kochia	3		•	X		X	^		X	 ^	^	Λ			+
Lactuca serriola	Prickly lettuce	9		•	X	X	X	X		X		X	X	X	X	+
Lepidium densiflorum	Common pepperweed	<u>9</u> 5		1	x	^	x	^		^	×	^	^	x	x	+
Malva neglecta	Common mallow	4		•	X	X	X	X		+	 ^	 			^	+
Medicago lupulina	Black medic	3		•	^	^	^	^	X	†	 	X				X
Melilotus alba/officinalis	Sweetclover	6		•	X			X	^	X	1	X	X			X
Mimulus gutattus	Common monkeyflower	2	OBL	1	x					^	1	x				*
Oenothera elata	Hooker's eveningprimrose	7	FACW		x			x		x	x	×	х		х	+
Oenothera curtiflora (Gaura mollis)	Velvetweed	5	17.000		×		x	x		X	×		^			+
Oenothera hexandra (Gaura hexandra)	Harlequinbush	4		1	^		^	^		X			х	x		x
Onopordum acanthium	Scotch thistle	1		•			X			^	 	 	^	^		
Persecaria lapathifolia	Curlytop knotweed	1	FACW	1			^	x								+
Polygonum aviculare	Prostrate knotweed	3	IACVV	•			X	^		†	X	 				X
Polygonum convolvulus	Black bindweed	2		•		Х	^			1		x				-
Polygonum ramosissimum	Bushy knotweed	1		†			1	х		1						+
- / 0	,	-	1	ı	1	1	<u>i</u>		1	1	1	1		1	1	1

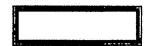
Detentille nemeries	Namusaian air sus fatt	2			ı		1				ı				
Potentilla norvegica	Norwegian cinquefoil	3	•			X			X	Х					
Pseudognaphalium macounii	Macoun's cudweed	1						-		1				Х	
Pseudognaphalium stramineum	Cottonbatting plant	1								Х					<u> </u>
Tragopogon dubius	Yellow salsify	4	•			X		X	X	1					X
Verbascum thapsis	Common mullein	8	•	X			X	Х	X		Х		X	X	X
Verbesina encelioides	Golden crownbeard	1							Х						-
Xanthium strumarium	Common cocklebur	1				X									
	_														
GRAMINOIDS	Constant of the sate of	4													
Agropyron cristatum	Crested wheatgrass	1	• FACIA!		X										
Agrostis gigantea	Redtop	2	FACW •	X							Х				
Aristida arizonica	Arizona threeawn	2								Х				Х	
Arrhenatherum elatius	Tall oatgrass	1	•								X				
Blepharoneuron tricholepis	Pine dropseed	1											Х		
Bouteloua gracilis	Blue grammagrass	4								Х			Х	Х	Х
Bromus ciliatus/richardsonii	Fringed brome	3				X							Х	Х	
Bromus inermis	Smooth brome	4	•	X	X				X		X				
Bromus marginatus/polyanthus	Great Basin brome	2		+	х						Х				Х
Bromus tectorum Carex occidentalis	Cheatgrass Western sedge		•	+		X				Х	?	<u> </u>		X	1
	Western sedge	6	ODI					Х	х		· ·	Х	х	Х	
Carex pellita	Woolly sedge	1	OBL	X						1	 				1
Carex subfusca	Little brown sedge	2		Х							Х				
Cyperus fendlerianus	Fendler's flatsedge	2											Х	Х	
Dactylis glomerata	Orchardgrass	7	• FACIA!	X	Х			Х	X			X	Х	X	
Echinochloa crus-galii	Barnyardgrass	<u>1</u> 	FACW •				X								<u></u>
Elymus y pseudoropops	Squirrletail	2						Х		Х	х	Х	X	Х	Х
Elymus x pseudorepens	False quackgrass							Х					Х		
Elymus repens	Quackgrass	6	<u> </u>	X	X	X	X				X	X			
Elymus trachycaulus	Slender wheatgrass	<u>6</u>	•	X			Х	Х	Х	Х				.,	Х
Eragrostis curvula	Weeping lovegrass	-	•											Х	<u> </u>
Festuca ovina	Sheep fescue	<u>1</u> 8	<u> </u>		X										
Hordeum jubatum Juncus bufonius	Foxtail barley Toad rush	8 1	FACW	Х	х	X	Х		Х	Х	Х	Х			<u> </u>
		1 1	FACVV								X				
Juncus Interior	Interior rush		FAC)A/								Х				<u> </u>
Juncus longistylis	Longstyle rush	<u>1</u> 	FACW								Х		<u>.</u>		<u> </u>
Muhlenbergia montana	Mountain muhly												Х	Х	X
Muhlenbergia rigens Muhlenbergia wrightii	Deergrass Spike muhly	5							X	.,	х	X	.,		X
Panicum bulbosum			+	+					х	Х	+	Х	Х		Х
	Bulb panicgrass	<u>1</u> 3	+ +	+				 			+			Х	
Pascopyron smithii	Western wheatgrass Canada bluegrass	3	•	v	v			Х		Х	v	Х			Х
Poa compressa Poa fondloriana		3	 	X	X						X		V		+
Poa fendleriana	Muttongrass Fowl bluograss		+ +					-		1	X		X	X	+
Poa pratonsis	Fowl bluegrass Kentucky bluegrass	<u>1</u> 9	?					.,		.,	X			.,	
Poa pratensis Schedonorus arundinaceus/pratensis	Tall/Meadow fescue	9 11	f	X	v	X	X	X	X	X	X	X	X	X	X
Secale cerale	Cereal Rye	2	•	X	X	X	X	Х	X	Х	+	X	Х	X	X
Thinopyron intermedium	Intermediate wheatgrass	3	•	+	X			-	v	 	+		V	Х	+
Thinopyron intermedium Thinopyron ponticum	Tall wheatgrass		•	v				-	X	1	+	X	Х		+
тиноругон ропшсит	raii wheatgrass	1	<u> </u>	X				-		1	+				+
OTHER															
Equisetum laevigatum	Smooth horsetail	5	FACW		v			1		1	+			1	-
Lyuisetuiii idevigatuiii	Sillouli liorsetali	3	FACVV	Х	х				Х	-	+		Х		Х
# total species observed per site	+		+ +	41	35	33	32	29	39	38	45	36	44	47	44
# exotic species per site	+		+	17	21	13	13	10	15	8	15	14	11	13	18
% exotic species % exotic species			+	41%	60%	39%	41%	34%	38%	21%	33%	39%	25%	28%	41%
70 EXOLIC SPECIES	+		+ +	4170	00%	33%	4170	3470	36%	2170	33%	3370	2370	2070	4170
															1



City of Flagstaff

Community Development Division

211 W. Aspen Ave Flagstaff, AZ 86001 www.flagstaff.az.gov P: (928) 213-2618 F: (928) 213-2609



Date Received App	lication for Zonin	g Code File N	umber
	Text Amendme		
Applicant(s)/Property Owner(s) Titl PRESTON FAMILY TRUST - BILL P	1 5 7 5 7 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7	Emall 386	
Mailing Address PO BOX E		City, State, Zip FLAGSTAFF, AZ	86002
Daniel Andrew Harteland William Marketan	le Phone	F11	
RICK SCHULLER - WOODSON ENGIN	EERINA 928-774-	4636 rschuller @ woo	odsoneng. com
I IVINIMIR ACCITESS		City, State, Zip	
124 NELDEN RD, FLAGS	IMPP, AL - ODU	01	
Property Address	 	City, State, Zip	and the second s
3451 S LAKE MARY ROAD,	FLAGSTAFF, AZ	- 86004	
Anniforting Name			
Application Name: LAKE MARY PA	RCEL - FLOODPLAIN	ZONWG CODE TEXT	AMENDMENT
Zonling Code Text Amendment		· · · · · · · · · · · · · · · · · · ·	2 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
Chapter Name and Number:			
Division Name and Number:			
Section Name and Number:			
Chapter Name and Number:			
Division Name and Number:			
Section Name and Number:			
Chapter Name and Number:			
Division Name and Number:			
Section Name and Number:			
Additional Information: APPLICATION TO	REVISE RURAL	FLOODPLAIN TO U	RB-AN
FLOODPLATN VIA ZONING C	DE TEXT AMEND	MENT.	
Owner's Signature (required)	Date: Represen	tative Signature (if applicable)	Date:
PRESTON FAMILY TRUST	9-5-19 11/10	wantered Trust	
The second secon	For City Use		
Date Filed:	titled in terstament of the transfer of the tr	Fee Receipt Nu	imber:
P & Z Hearing Date:	Publication and Posting D	ate: Amount:	
Council Hearing Date:	Publication and Posting D	ate: Date:	***************************************
Received by:	Comments:		
	<u> </u>		

Rick Schuller

From: Rick Schuller

Sent: Tuesday, January 7, 2020 10:01 AM

To: Bryan Duke

Subject: RE: 118029- Lake Mary Parcel Floodplain Zoning Amendment

Good morning Bryan – This Zoning Amendment application is moving forward, so I wanted to respond to your previous email. The zoning action changing the flood plain from a Rural designation to an Urban designation will not affect the current drainage patterns in the area. After the zoning amendment there could be a channelization project but this would only affect the drainage specifically on this site. All improvements have to meet the requirements of FEMA since this is a FEMA Floodplain.

Future development on this site would have to bring up sanitary sewer from the University Heights area. Access improvements would also occur.

Let me know if you have any further questions.

Thanks for your questions,

Rick Schuller

Woodson Engineering and Surveying, Inc

124 N. Elden St., Flagstaff, AZ 86001 <u>rschuller@woodsoneng.com</u> | <u>www.woodsoneng.com</u> W 928-774-4636 x14 | F 928-774-4646

1994 - 2019 • Celebrating 25 Years!

From: Bryan Duke <duke@aultas.com>
Sent: Monday, September 23, 2019 2:58 PM
To: Rick Schuller <rschuller@woodsoneng.com>

Subject: 118029- Lake Mary Parcel Floodplain Zoning Amendment

Hi Rick,

I work for the ownership group of Table Rock apartments at 3400 Lake Mary Road and I received your notice of amending the floodplain zoning for the 4.46 acre site across the street. How will this rezoning effect drainage? Will there need to be any change to existing infrastructure?

Thank you,
Bryan Duke
Director, Asset Management
831-261-6751 | aultas.com

Lake Mary Parcel Floodplain Zoning Code Text Amendment

Neighbor Notification

Comment Form

Name: Martin & Shirley Aura
Address: 3401 Rake Mary Road
Phone Number: 928-261-6675
Please provide any comments you might have regarding this project
Mont know if this will impact
the road that we have accessed
Our property for the past 50 years.
We must have access to our
property through the side road.
Our family accessed that Same road
Property since 1965. Bill Preston East
Statul that no me can take the entrance from the
property orined by Auga Arizona Properties.
We must have accen to our Broperty!! Thank you Return to: Woodson Engineering & Surveying, Inc.
Attn: Rick Schuller 124 N. Elden Street
Flagstaff, AZ 86001
We must have actes to our Grapers. Thank you Return to: Woodson Engineering & Surveying, Inc. Attn: Rick Schuller 124 N. Elden Street Flagstaff, AZ 86001 rschuller@woodsoneng.com Thank you.
Thank you.





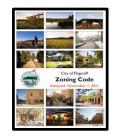


Request:

 For a Zoning Code Text Amendment to change the map designation of approximately 1.47 acres from Rural Floodplain to Urban Floodplain on an approximate 4.46-acre parcel located at 3451 East Lake Mary Road.

Applicant:
 Rick Schuller
 Woodson Engineering & Surveying

Owner:Preston Family Trust

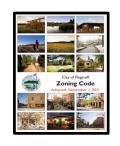






Order of Presentation and Questions:

- 1. Staff presentation
- 2. Applicant presentation
- 3. Council's questions to staff and applicant.
- 4. Public comment
- 5. Applicant's response, only upon applicant's specific request
- 6. Staff's response
- 7. Council deliberation and questions to staff and applicant.

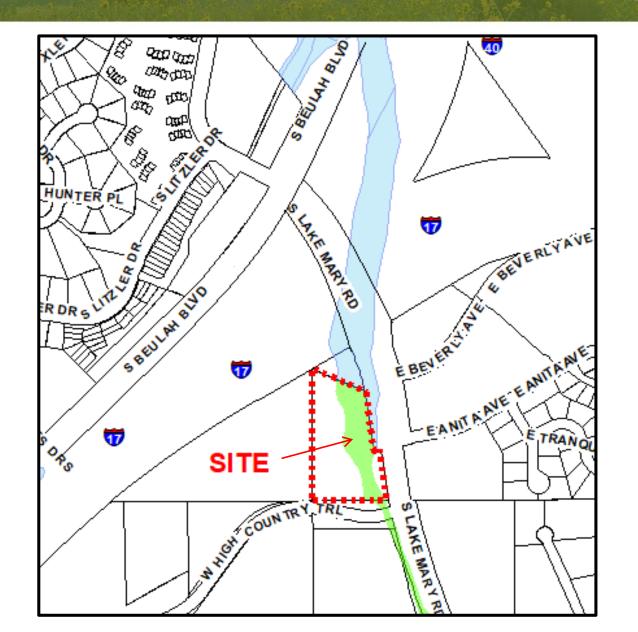


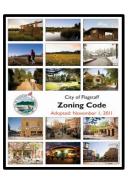


TEAM FLAGSTAFF WE MAKE THE CITY BETTER

Location

3451 East Lake Mary Road.



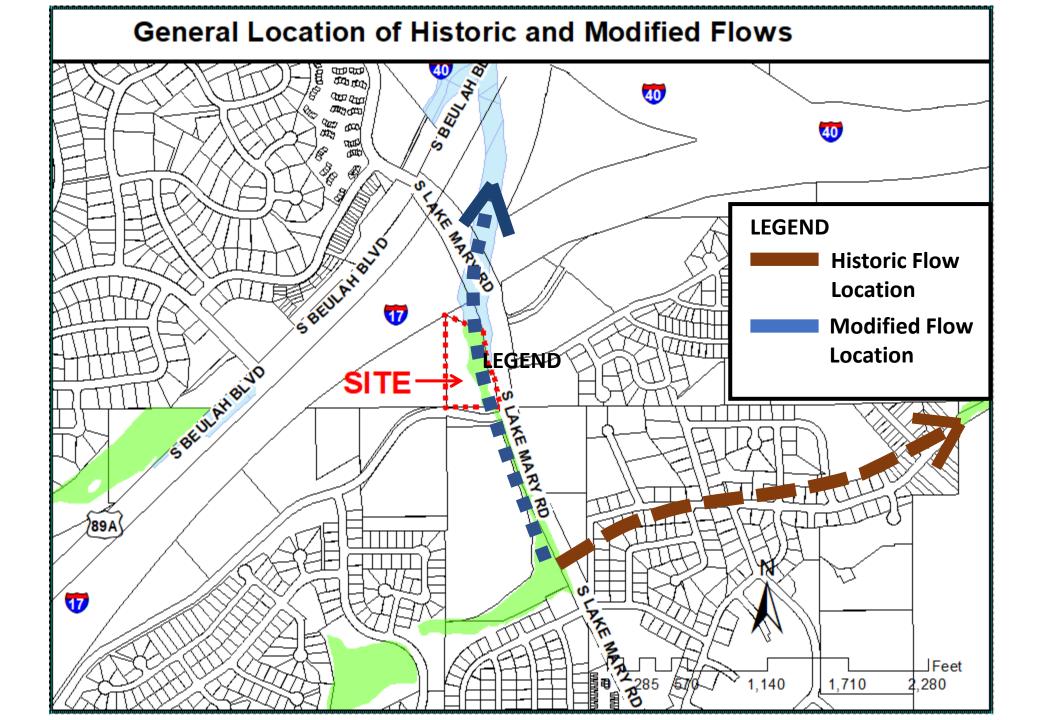


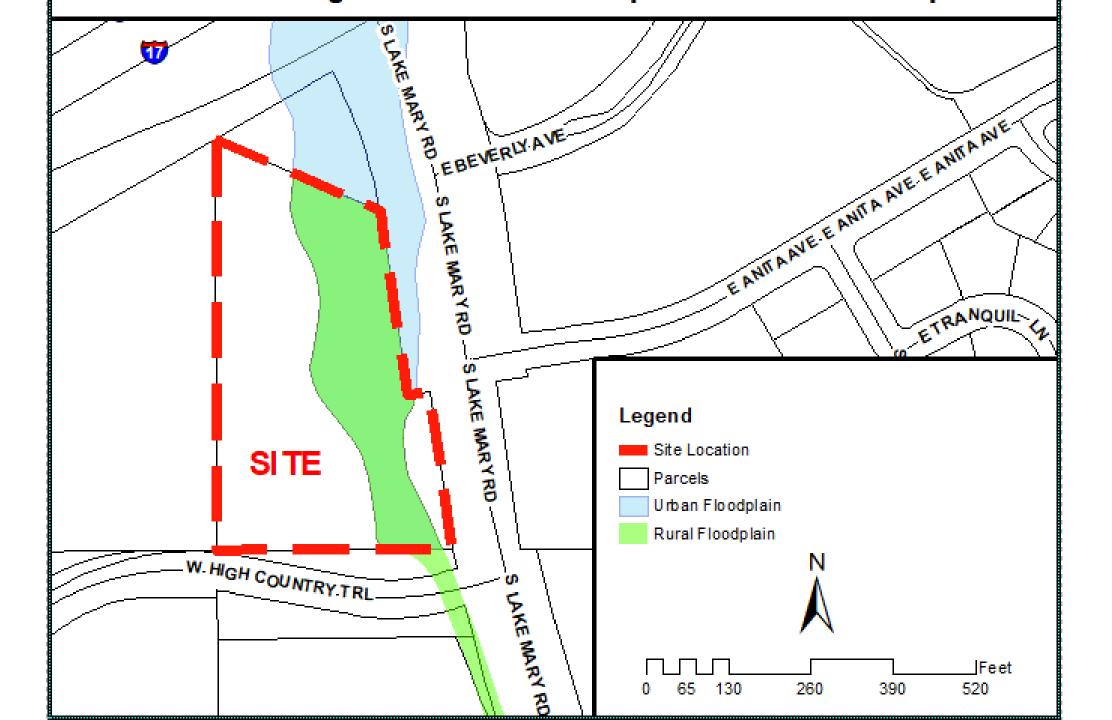


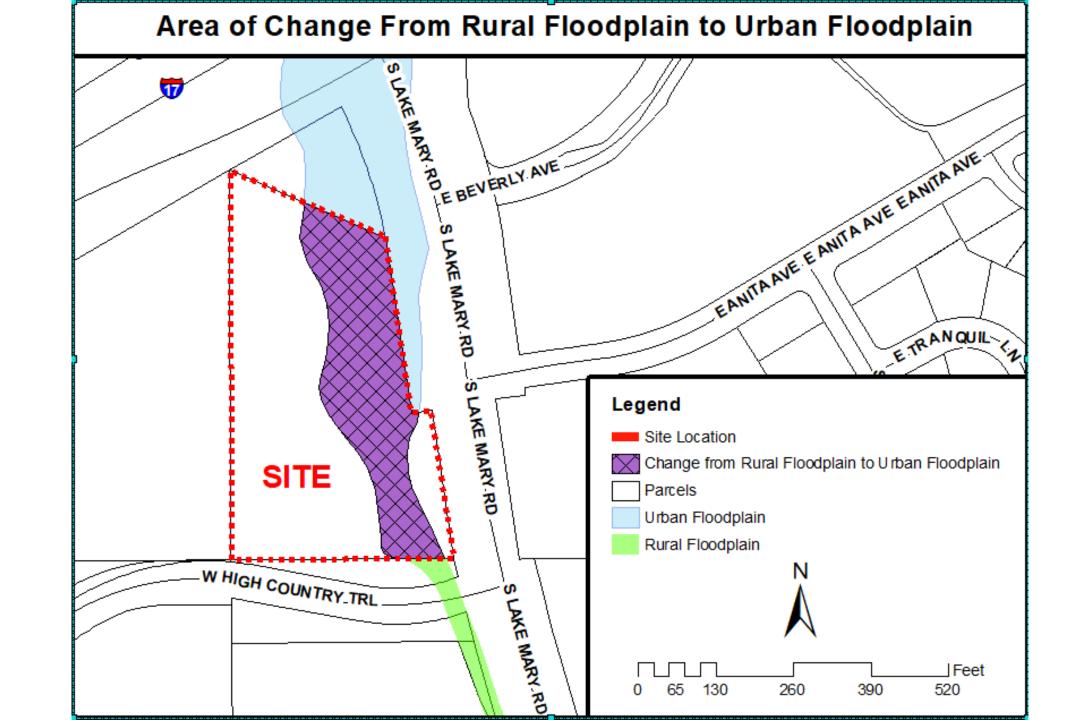


Description of the Rural and Urban Floodplains

- Rural Floodplains. Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources.
- Urban Floodplains. Urban Floodplains are all watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization.





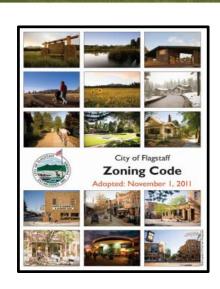






Zoning Code Text Amendment Findings

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

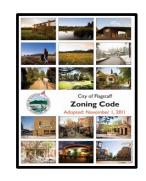






City's Proposed Zoning Code Text Amendment

City Council Comments, Questions and Discussion



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Fobar, Deputy City Clerk

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

<u>Consideration and Action on Liquor License Application:</u> Michael Jackson Gohn "Family Dollar Store #28851," 5060 N. US Highway 89, Series 10 (beer and wine store), New License.

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 10 license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. This is a non-quota type of license.

Family Dollar is an existing business in Flagstaff. The store plans on selling only beer and wine. There will be no 40 oz beers being sold. There will be a small amount of single serve beer and wine for sale, but they are mostly focusing on selling cases of beer and bottles of wine. If approved, it will be the 32nd active series 10 license in Flagstaff. 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, CAAP, and/or 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 a new license, consideration may be given to both the applicant's personal qualifications and the location.

The deadline for issuing a recommendation on this application is April 30, 2020.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on March 14, 2020. No written protests have been received to date.

Attachments: Letter to Applicant

Hearing Procedures
Series 10 Description
Family Dollar - PD Memo
Family Dollar - Zoning Memo

Family Dollar - Map

OFFICE OF THE CITY CLERK

March 20, 2020

Michael Gohn Family Dollar 500 Volvo Parkway Chesapeake, VA 23320

Dear Mr. Gohn:

Your application for a new Series 10 Liquor License for Family Dollar #28851 located at 5060 N US Highway 89 in Flagstaff, AZ was posted on March 14, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on <u>Tuesday</u>, **April 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 April 3, 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



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

Date: Mar. 11, 2020

Re: Application for Liquor License #96362

5060 N. Hwy 89, Flagstaff, Arizona 86004 Assessor's Parcel Number 113-76-002

Michael Jackson Gohn on behalf of Family Dollar Store #28851

This application is a request for a new Series 10 Beer & Wine Store liquor license by Michael Jackson Gohn on behalf of Family Dollar Store #28851. This business is located within the Highway Commercial district. This district does allow for this use.

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



FLAGSTAFF POLICE DEPARTMENT

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MEMORANDUM

Memo #20-021

TO: Chief Kevin Treadway

FROM: Sgt. Ryan Turley

DATE: March 12th 2020

RE: LIQUOR LICENSE APPLICATION – SERIES 10- FOR "Family Dollar

Store"

On March 10th, 2020, I initiated an investigation into an application for a series 10 (Beer and Wine) liquor license filed by Michael Gohn (Agent), Lonnie McCafferty (Controlling Person), Roger Dean (Controlling Person), Carlos Favela (Premises Manager) and Sandra Boscia (Controlling Person). The Application number is 28851 and it is for the Family Dollar Store which is located at 5060 N. Hwy 89.

I conducted a query through local systems and public access on Gohn, McCafferty, Dean, Boscia and Favela. I discovered no derogatory records on all of the applicants except Favela. Carlos Favela was arrested for DUI with a BAC above .08 in April of 2012 in Phoenix. I found that Favela and Gohn have taken the mandatory liquor license class. It should be noted that Favela is the only local person on this application as all of the others are from Virginia and appear to be working from the corporate office.

I conducted a search for any current and previous liquor licenses possessed by these individuals and discovered that Gohn has 11 other licenses in his name and noticed that he is listed as a District Manager for the Family Dollar cooperation. I did not find any other licenses for the other individuals listed on the application.

I made contact with Favela over the phone, and he confirmed that he would be attending the council meeting on April 7th. He advised me the business hours would be from 8am to 10pm Monday through Sunday. He advised that store plans on selling only beer and wine. There will be no 40oz beers being sold. There will be a small amount of single serve beer and wine for sale

but they are mostly focusing on selling cases of beer and bottles of wine. He advised that the display shelf for the alcohol will be relatively small and be placed near the register to assist in avoiding shoplifting.



City of Flagstaff

Liquor License Application Hearing Procedures

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

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

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

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

Non-transferable Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

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



City of Flagstaff

Liquor License Application Hearing Procedures

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 - 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

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

Non-transferable Off-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the glossary.

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

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

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



FLAGSTAFF POLICE DEPARTMENT

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MEMORANDUM

Memo #20-021

TO: Chief Kevin Treadway

FROM: Sgt. Ryan Turley

DATE: March 12th 2020

RE: LIQUOR LICENSE APPLICATION – SERIES 10- FOR "Family Dollar

Store"

On March 10th, 2020, I initiated an investigation into an application for a series 10 (Beer and Wine) liquor license filed by Michael Gohn (Agent), Lonnie McCafferty (Controlling Person), Roger Dean (Controlling Person), Carlos Favela (Premises Manager) and Sandra Boscia (Controlling Person). The Application number is 28851 and it is for the Family Dollar Store which is located at 5060 N. Hwy 89.

I conducted a query through local systems and public access on Gohn, McCafferty, Dean, Boscia and Favela. I discovered no derogatory records on all of the applicants except Favela. Carlos Favela was arrested for DUI with a BAC above .08 in April of 2012 in Phoenix. I found that Favela and Gohn have taken the mandatory liquor license class. It should be noted that Favela is the only local person on this application as all of the others are from Virginia and appear to be working from the corporate office.

I conducted a search for any current and previous liquor licenses possessed by these individuals and discovered that Gohn has 11 other licenses in his name and noticed that he is listed as a District Manager for the Family Dollar cooperation. I did not find any other licenses for the other individuals listed on the application.

I made contact with Favela over the phone, and he confirmed that he would be attending the council meeting on April 7th. He advised me the business hours would be from 8am to 10pm Monday through Sunday. He advised that store plans on selling only beer and wine. There will be no 40oz beers being sold. There will be a small amount of single serve beer and wine for sale

but they are mostly focusing on selling cases of beer and bottles of wine. He advised that the display shelf for the alcohol will be relatively small and be placed near the register to assist in avoiding shoplifting.



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

Date: Mar. 11, 2020

Re: Application for Liquor License #96362

5060 N. Hwy 89, Flagstaff, Arizona 86004 Assessor's Parcel Number 113-76-002

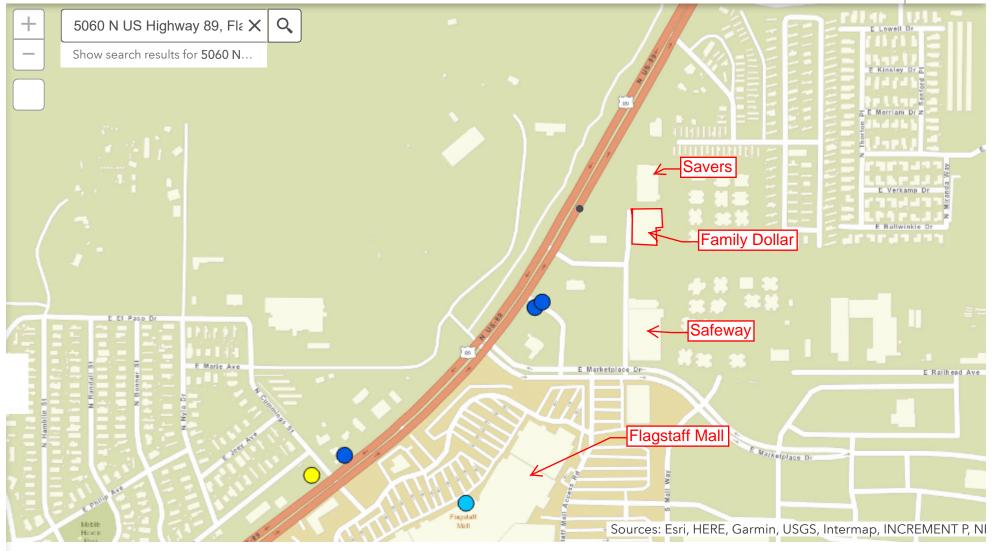
Michael Jackson Gohn on behalf of Family Dollar Store #28851

This application is a request for a new Series 10 Beer & Wine Store liquor license by Michael Jackson Gohn on behalf of Family Dollar Store #28851. This business is located within the Highway Commercial district. This district does allow for this use.

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



City of Flagstaff GIS



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Fobar, Deputy City Clerk

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

<u>Consideration and Action on Liquor License Application:</u> John Pulkkinen "Civano Coffee House," 30 S. San Francisco Street, Series 12 (restaurant), New License.

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 at the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 12 license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Civano Coffee House is a new business in Flagstaff applying for a new series 12 restaurant license. If approved it will be the 100th active series 12 license in Flagstaff. Series 12 licenses are non-quota licenses. To view surrounding liquor licenses, please refer to the online interactive Liquor License 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, CAAP, and/or 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 a new license, consideration may be given to both the location and the applicant's personal qualifications.

The deadline for issuing a recommendation on this application is April 30, 2020.

Community Benefits and Considerations:

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

Community Involvement:

The application was properly posted on March 13, 2020. No written protests have been received to date.

Attachments: Civano Coffee House - Letter to Applicant

Hearing Procedures
Series 12 Description

<u>Civano Coffee House - PD Memo</u> <u>Civano Coffee House - Zoning Memo</u>

Civano Coffee House - Map

OFFICE OF THE CITY CLERK

March 13, 2020

John Pulkkinen Civano Coffee House 30 S. San Francisco Street Flagstaff, AZ 86001

Dear Mr. Pulkkinen:

Your application for a new Series 12 Liquor License for Civano Coffee House located at 30 S. San Francisco Street in Flagstaff, AZ was posted on March 13, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on <u>Tuesday</u>, **April 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 April 3, 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.
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 - 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 - 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 - 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).

License Types: Series 12 Restaurant License

Non-transferable On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the glossary.

PURPOSE:

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

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

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

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

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

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

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

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

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

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



FLAGSTAFF POLICE DEPARTMENT

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MEMORANDUM

Memo #20-020

TO: Chief Kevin Treadway

FROM: Sgt. Ryan Turley

DATE: March 9th 2020

RE: LIQUOR LICENSE APPLICATION – SERIES 12- FOR "Civano Coffee

House"

On March 9th, 2020, I initiated an investigation into an application for a series 12 (restaurant) liquor license filed by John Pulkkinen (Controlling Person and Agent), Mario Mastrosimone (Controlling Person), and James Booth III (Controlling Person). The Application number is 94271 and it is for the Civano Coffee House which is located at 30 S. San Francisco St.

I conducted a query through local systems and public access on Pulkkinen, Mastrosimone, and Booth, and discovered no derogatory records on any of the applicants. I found no evidence that any of the three controlling persons have taken the mandatory liquor law training as there was no proof provided with the application. I conducted a search for any current and previous liquor licenses possessed by these individuals and none were discovered.

I made contact with Pulkkinen over the phone, and he confirmed that he would be attending the council meeting on April 7th. He advised me the business hours would be from 7am to 10pm Sunday through Thursday and from 7am to Midnight on Friday and Saturday. He advised the restaurant is currently under construction without an interim permit, and they are hoping to open at the end of April of 2020. Pulkkinen advised that he has not taken the liquor law training in the past three years but he as well as the two other control persons will be taking the training before the council meeting on April 7th.



Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

Date: Feb. 24, 2020

Re: Application for Liquor License #94271

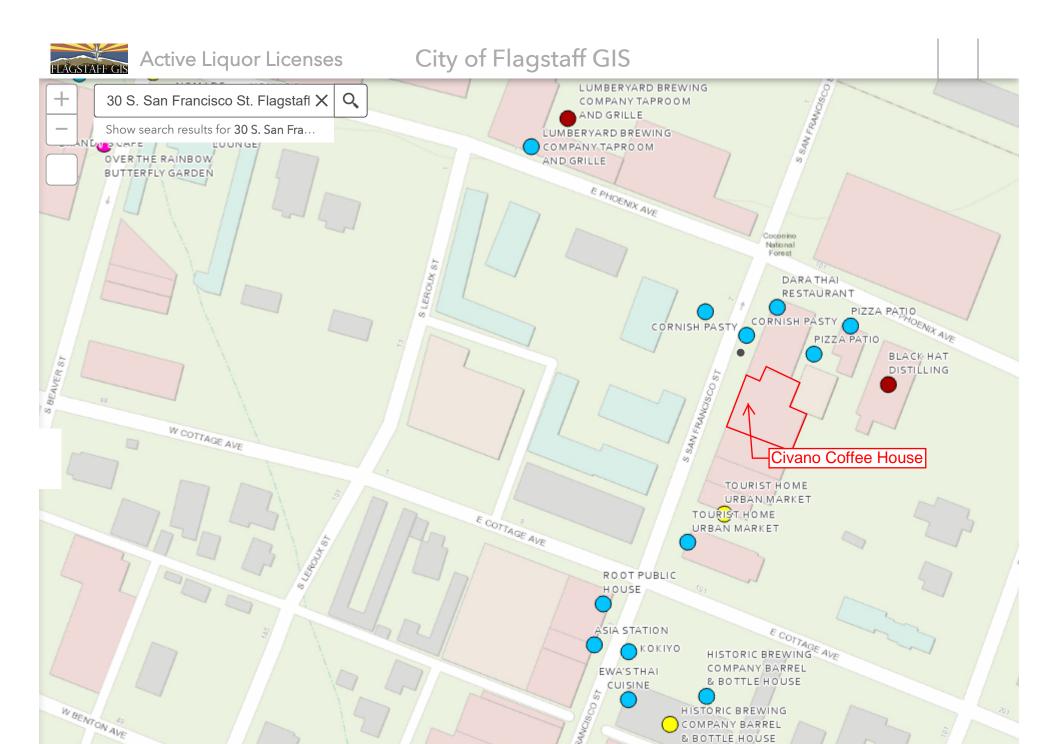
30 S. San Francisco St., Flagstaff, Arizona 86001

Assessor's Parcel Number 104-01-091

John Pulkkinen on behalf of Civano Coffee House

This application is a request for a new Series 12 Restaurant liquor license by John Pulkkinen on behalf of Civano Coffee House. This business is located within the Community Commercial district. This district does allow for this use.

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



Sources: Esri, HERE, Garmin, Intermap, increment P (

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Neil Gullickson, Planning Development Manager

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

<u>Consideration and Adoption of Ordinance No. 2020-07:</u> An ordinance extending and increasing the corporate limits of the City of Flagstaff by annexing certain land totaling approximately .32 acres located at 4409 North Highway 89, and establishing city zoning for said land as Highway Commercial, HC. (*Annexation of property to facilitate the redevelopment of existing retail to a restaurant*)

STAFF RECOMMENDED ACTION:

At the April 7, 2020 Council Meeting:

1) Hold public hearing

At the April 21, 2020 Council Meeting:

- 2) Read Ordinance No. 2020-07 by title only for the first time
- 3) City Clerk reads Ordinance No. 2020-07 by title only (if approved above)

At the May 5, 2020 Council Meeting:

- 4) Read Ordinance No. 2020-07 by title only for the final time
- 5) City Clerk reads Ordinance No. 2020-07 by title only (if approved above)
- 6) Adopt Ordinance No. 2020-07

Executive Summary:

An annexation request by Amy McClaughry on behalf of KFH Route 66 & Cummings, LLC., for the annexation of approximately .32 acres, located at 4409 North Highway 89 and further described as Coconino County Assessor's Parcel Number 113-27-027B, into the corporate limits of the City of Flagstaff and establishing the Highway Commercial (HC) zoning district. If the annexation is approved, the City of Flagstaff will provide sewer service to this site for the redevelopment of a restaurant.

The Planning & Zoning Commission in a public hearing on February 26, 2020, recommended 5-0 to forward this Annexation to the City Council with a recommendation of approval.

Financial Impact:

The purpose of this annexation is to provide the subject property with sewer service. Currently, the site has access directly onto either City or ADOT maintained roadways. The property is currently served with City water. No additional maintenance costs will be incurred through the annexation of this County island.

Policy Impact:

None

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

Council Goals

Economic Development (Grow and strengthen a more equitable and resilient local economy) Transportation and Other Public Infrastructure (Deliver quality infrastructure and continue to advocate and implement a highly performing multi-modal transportation system) **Flagstaff Regional Plan** The Flagstaff Regional Plan 2030 provides the following goal and policy guidance with respect to annexation:

LU.7.2 (page IX-32) - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate. Policy WR.4.3 (page VI-13) - Development requiring public utility services will be located within the Urban Growth Boundary.

Team Flagstaff Strategic Plan

Foster a Resilient and Economically Prosperous City

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

- 1. Approve the annexation with the conditions as recommended by the Planning and Zoning Commission.
- 2. Approve the annexation with additional conditions, modified conditions, or deleted conditions.
- 3. Deny the annexation for non-compliance with the Regional Plan, Zoning Code, and/or Arizona Revised Statutes.

Background/History:

The request by KFH Flagstaff to annex .32 acres at 4409 North Highway 89 is a portion of two (2) platted lots of the Winifred Lynch Ranch Subdivision. The parcel, Assessor's parcel number 113-27-027B, is surrounded on four sides by existing parcels or right-of-way, and the adjacent parcels and ROW all are within existing City jurisdiction, making this parcel a "County island." Several County islands exist within the City limits. These islands are serviced by varying degrees of City services. This site accesses directly onto City streets: Highway 89 to the south and Lynch Avenue to the north. Water is currently provided by the City Water Services Division; sewer access (tap) will be allowed if the annexation is approved. The tap will be provided by the developer with the new development. The existing septic system will be abandoned.

The site plan review for the development was approved on January 7, 2020. The approval was conditioned on approval of this proposed annexation by the City Council. The development proposal includes the adjacent parcel where a Pizza Hut restaurant currently operates. If annexed, this parcel and the adjacent property will be combined into a single parcel. The Pizza Hut building will be converted to a Verizon retail store, and a new Dunkin Donuts (drive-thru only) restaurant will be constructed. The existing building on the parcel being annexed will be demolished, and a new Chipotle restaurant will be constructed in its place. Full access from North Lynch Avenue will be developed. A right-in right-out access from Highway 89 will also service this site.

Key Considerations:

This annexation will increase the corporate limits of the City of Flagstaff and eliminate a parcel from being a County Island.

Community Benefits and Considerations:

If annexed, the proposed project will provide new infill and replace existing development, provide edge improvements, enhanced landscaping, Dark Sky compliant lighting and building architecture in compliance with the City of Flagstaff's architectural design standards.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, a notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site, all HOAs within 1000 feet, and to the City's "Registry of Persons and Groups" as provided by the City. Annexation notices were also provided to the Coconino County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors.

As part of the Neighborhood Meeting public notification process required for annexations, the applicant held a neighborhood meeting on January 6, 2020, in the Flagstaff Subaru Dealership conference room at 4910 East Marketplace Drive. The applicant has developed a list of questions and responses (attached) from the meeting. Additionally, staff received one response from a member of the public (copy attached). The Planning and Zoning Commission held a public hearing on this application on February 26, 2020, no members of the public commented on this item, the Commission recommended approval of the annexation by a unanimous vote (5-members present).

Attachments: Ord. 2020-07

Annexation Map

Planning Commission Staff Report

Annexation Narrative
Public Hearing Legal Ad
Citizen Participation Plan
Site plan & elevations

Presentation

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARIZONA REVISED STATUTES, BY ANNEXING CERTAIN LAND TOTALING APPROXIMATELY .32 ACRES LOCATED AT 4409 NORTH HIGHWAY 89, WHICH LAND IS CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY OF FLAGSTAFF, AND ESTABLISHING CITY ZONING FOR SAID LAND AS HIGHWAY COMMERCIAL, HC.

RECITALS:

WHEREAS, petitioner owns parcel APN 113-27-027B, consisting of .32 acres of land located within Coconino County, Arizona as property adjacent to the boundaries of the City of Flagstaff, and described in Exhibit A attached to and made a part hereof; and

WHEREAS, a petition in writing ("Petition") accompanied by a map or plot of said Property, having been filed and presented to the Mayor and Council of the city of Flagstaff, Arizona, signed by the owners of one-half or more in value of the real property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Flagstaff in the event of annexation of the territory and land hereinafter described as shown by the last assessment of said Property, which said territory is contiguous to the City of Flagstaff and not now embraced within its corporate limits, asking that the Property be annexed to the city of Flagstaff, and that the corporate limits of the City of Flagstaff be extended and increased so as to embrace the same, and

WHEREAS, The Mayor and Council of the City of Flagstaff, Arizona, are desirous of complying with said Petition and extending and increasing the corporate limits of the City of Flagstaff to include said territory, as described in Exhibit A; and

WHEREAS, said Petition set forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Flagstaff, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after said Petition had been signed by an owner of real and personal property in such territory; and

WHEREAS, the provisions of Section 9-471, Arizona Revised Statutes, and amendments thereto have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Flagstaff, Arizona, together with a true and correct copy of the original Petition referred to herein, which is on file in the office of the Coconino County Recorder; and

WHEREAS, the development of the Property will be controlled by the conditions of approval of

the annexation application, other relevant provisions of the Zoning Code, and various other City codes regulating the development of the Property; and

WHEREAS, the Council finds that the proposed annexation for the Property has been considered by the Planning and Zoning commission and that the City staff and the Commission have each recommended that the Council proceed with the annexation at this time; and

WHEREAS, the council has reviewed the Staff Summary Report, which discusses the proposed annexation, and now finds that the annexation of the Property would be consistent with the objectives and policies of the Flagstaff Area Regional Plan 2030 ratified May 20, 2014 ("Regional Plan"); that the annexation of the Property would not be detrimental to the majority of the persons or property in the surrounding area or to the community in general; and the Council specifically further finds that the annexation of the Property and the existing and proposed uses thereon will further the objectives of the Regional Plan.

ENACTMENTS:

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

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Flagstaff, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City of Flagstaff corporate limits:

See attached Exhibit A which is incorporated herein by this reference.

SECTION 2. That the territory described in Exhibit A is annexed to the City of Flagstaff subject to the following condition:

That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Flagstaff, certified by the Mayor of said City of Flagstaff, be forthwith filed and recorded in the office of the County Recorder of Coconino County, Arizona.

SECTION 3. That pursuant to the provisions of Section 9-471(L), Arizona Revised Statues, upon this Ordinance becoming final under the provisions of Section 9-471(D), Arizona Revised Statutes, the municipal zoning designation for the Property under the Zoning Code shall be:

- 1. The entirety of APN 113-27-027B will be located within the Highway Commercial (HC) zoning district.
- 2. The annexed parcel shall be placed in the City of Flagstaff Lighting Zone 3 and shall comply with City of Flagstaff Zoning Code Lighting Standards.

SECTION 4. The Community Development Department of the City of Flagstaff is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with the ordinance.

SECTION 5. That the Flagstaff City Clerk shall provide a copy of the adopted annexation ordinance to the Clerk of the Coconino County Board of Supervisors within sixty (60) days of the annexation becoming final.

SECTION 6. 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 7. Clerical Corrections

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary related to this ordinance as amended herein, and to make formatting changes as needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

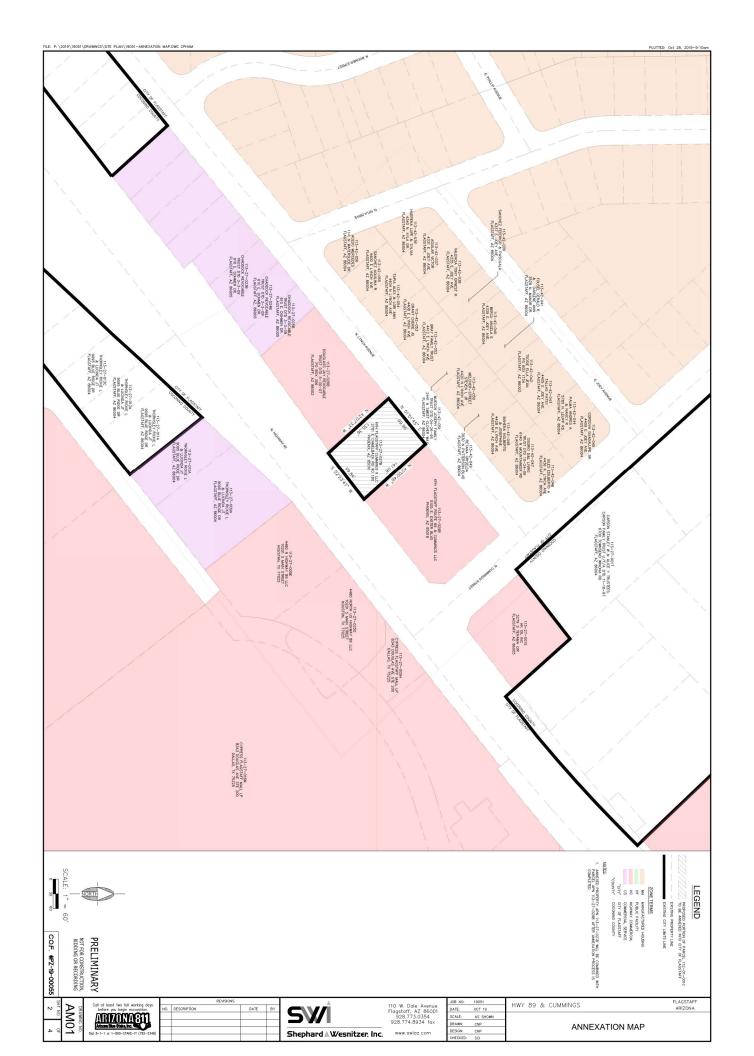
SECTION 8. Effective Date

Legal Description

This Ordinance shall become effective thirty (30) days after adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 5th day of May, 2020.

	MAYOR
ATTEST:	
CITY CLERK APPROVED AS TO FORM:	
CITY ATTORNEY	
Exhibits:	



PLANNING AND DEVELOPMENT SERVICES DIVISION ANNEXATION REPORT

 PUBLIC HEARING
 DATE:
 January 28, 2020

 PZ-19-00055-03
 MEETING DATE:
 February 26,

 2020
 REPORT BY:
 Neil Gullickson

REQUEST:

An annexation request by Amy McClaughry on behalf of KFH Route 66 & Cummings, LLC. to annex approximately .32 acres located at 4409 North Highway 89. The property is identified as Coconino County Assessor's Parcel Number 113-27-027B.

STAFF RECOMMENDATION:

Staff recommends in accordance with the findings presented in the staff report that the Planning and Zoning Commission forward the annexation request to the City Council with a recommendation for approval subject to conditions.

PRESENT LAND USE:

The subject site consists of a developed parcel of land in the CH-10,000 Commercial Heavy Zone under Coconino County jurisdiction.

PROPOSED LAND USE:

If this annexation is approved, the property will be designated with Highway Commercial (HC) zoning to facilitate the redevelopment of this site with a restaurant (Chipotle).

NEIGHBORHOOD DEVELOPMENT:

North: North Lynch Drive and single-family residential, Manufactured Housing (MH) Zone.

East: Existing Pizza Hut restaurant, Highway Commercial (HC) Zone. South: Highway 89, Flagstaff Mall, Highway Commercial (HC) Zone.

West: Commercial uses, Highway Commercial (HC) Zone.

STAFF REVIEW:

INTRODUCTION/BACKGROUND:

The request by KFH Flagstaff to annex .32 acres at 4409 North Highway 89 is a portion of two (2) platted lots of the Winifred Lynch Ranch Subdivision. The parcel, Assessor's parcel number 113-27-027B, is surrounded on four sides by existing parcels or right-of-way, and the adjacent parcels and ROW all are within existing City jurisdiction, making this parcel a "County island." Several County islands exist within the City limits. These islands are serviced by varying degrees of City services. This site accesses directly onto City streets: Highway 89 to the south and Lynch Avenue to the north. Water is currently provided by the City Water Services Division; sewer access (tap) will be allowed if the annexation is approved. The tap will be provided by the developer with the new development. The existing septic system will be abandoned.

The site plan review for the development was approved on January 7, 2020. The approval was conditioned on approval of this proposed annexation by the City Council. The development proposal includes the adjacent parcel where a Pizza Hut restaurant currently operates. If annexed, this parcel and the adjacent property will be combined into a single parcel. The Pizza Hut building will be converted to a Verizon retail store, and a new

PZ-19-00055-03 February 26, 2020 Page 2

Dunkin Donuts (drive-thru only) restaurant will be constructed. The existing building on the parcel being annexed will be demolished, and a new Chipotle restaurant will be constructed in its place. Full access from North Lynch Avenue will be developed. A right-in right-out access from Highway 89 will also service this site.

The current application is being reviewed against the policies of the *Flagstaff Regional Plan 2030 (FRP 2030)*. The *FRP 2030* (Maps 21 and 22 on pages IX-27 through IX-29) designates this parcel as Existing Suburban. The proposed retail sales and restaurant uses fit the Suburban description which envisions commercial uses along commercial corridors and encourages future development that has greater connectivity for walking and biking. Further discussion of regional plan conformance can be found below.

ARIZONA STATE STATUTE COMPLIANCE:

State statutes require the City to adopt a zoning classification that permits densities and uses no greater than those permitted by the County immediately before the annexation. The current county zoning is CH-10,000 Commercial Heavy Zone that requires a 10,000 square foot minimum parcel size and allows auto repair use (most recent use at this site) by right. The closest City zoning classification is the Highway Commercial (HC) zone, which allows restaurant land uses by right with a 9,000 square foot minimum lot area. The maximum allowed Floor Area Ratio for the proposed city zoning is 3.0, which matches the current county zoning. Adoption of a similar zoning classification through annexation does not require a separate rezoning ordinance. Territory that is surrounded by the same city or town or that is bordered by the same city or town on a least three sides, as this request does, meets the "contiguous" requirement of state statute.

FLAGSTAFF REGIONAL PLAN 2030:

Policy/Analysis

All proposed annexations shall be evaluated as to whether the application is consistent with the policies of the General Plan. For clarification, the City's General Plan is titled Flagstaff Regional Plan 2030 (FRP 2030). The proposed annexation should not be detrimental to the majority of the persons or property in the surrounding area or the community in general (FRP 2030, pg. III-10). This report will provide information on how the proposed annexation will provide positive improvements to the surrounding area and community. Additionally, the City's basic position regarding annexation is that the annexation must demonstrate a favorable benefit to the taxpayers of the City. The property is currently assessed property tax. The redeveloped, combined parcels will continue to be assessed property tax following annexation at the appropriate rate. It is important to distinguish between an annexation that does not require a rezoning and is located within the Urban Growth Boundary (UGB) versus an annexation that requires a rezoning and/or is located outside of the UGB. In the first instance, staff is not required to analyze all the FRP 2030 goals and policies—just the basic annexation policies as outlined here. The UGB includes all the lands and future land uses that have been included in the City's Arizona Department of Water Resources (ADWR) 100-year adequate water supply designation. Other goals and policies only come into play if it is a change in the expected (not current) intensity and density or mix of uses, or the property is outside of the UGB. The following policies are considered by staff to be the most pertinent to the annexation:

FRP 2030

LU.7.2 (page IX-32) - Require unincorporated properties to be annexed prior to the provision of City services, or that a pre-annexation agreement is executed when deemed appropriate. Policy WR.4.3 (page VI-13) - Development requiring public utility services will be located within the Urban Growth Boundary.

Summary of Regional Plan & Annexation Compliance

The proposed development, which will be located on the currently unincorporated parcel, will require new City sewer services and will continue to use the existing City water service on APN 113-27-027B. The subject parcel owner is requesting to be annexed prior to the provision of sewer services.

This parcel is located within the Urban Growth Boundary. The proposed annexation is consistent with the goals and policies of the *Flagstaff Regional Plan 2030;* furthermore, the application complies with all the requirements set forth in the Arizona Revised Statutes related to annexations.

PUBLIC FACILITIES AND SERVICE IMPACT ANALYSIS:

<u>Section 10-20.90 Annexations:</u> The purpose of this division is to provide procedures that comply with and implement A.R.S. subsection 9.471 et seq., the General Plan and other pertinent City policies and regulations for annexing real property to the City. The following sections discuss the require impact analysis reports and state statue requirements.

Traffic/Access/Pedestrian/Bicycle Impact:

Traffic Impact Analysis

The Traffic Impact Analysis (TIA) was required and has been reviewed by the City's Traffic Engineer. The analysis focused on the intersections at Highway 89 and Cummings Street and at Cummings Street and Lynch Avenue. The analysis determined that neither intersection will be adversely affected by the proposed development. However, a right turn lane is warranted for the access driveway from Highway 89 onto the site. A right-of-way dedication of 942 square feet from the parcel to be annexed will be required. The dedication will be finalized as part of the civil plan review for the greater site.

The development site includes two new buildings (Chipotle and Dunkin Donuts) and remodel of the existing Pizza Hut and is bounded on three sides by City ROW, Lynch Avenue, Cummings Street, and Highway 89. Sidewalk currently exists on Cummings Street. New sidewalk, curb/gutter, and parkway will be provided on Lynch Avenue, and new relocated sidewalk and parkway will be provided on Highway 89. A full access driveway will be provided to Lynch Avenue and a right-in right-out only drive on to Highway 89. Pedestrian and bicycle access to the site is provided at three locations from the public sidewalk.

Water and Sewer System Analysis:

The City of Flagstaff Water Services Division has waived the requirement of a Water and Sewer System Analysis for the proposed project. After reviewing the City water and sewer master model and previous impact studies conducted in this area, the City of Flagstaff Water Services Division concludes that the proposed project will have no significant impact to either the water or sewer infrastructure off-site as a result of this development. The land use and intensity proposed for this site is similar as that of the proposed development. There is adequate existing capacity and no additional analysis work will be required for this project. Water will be provided from an existing 8" water main located in Lynch Avenue. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements.

Stormwater:

As part of the Drainage Impact Analysis (DIA) scoping meeting of September 13, 2019, it was determined that the post development off-site stormwater flows would be less than the pre-development flows and that a DIA would not be required. The City requires on-site detention for any commercial development greater than 1/4 acre in size. A waiver may be granted for developments with an increase in impervious area of

PZ-19-00055-03 February 26, 2020 Page 4

less than 5,000 square feet. Due to the site being previously developed, there is less impervious area purposed in the post-development condition than in the pre-development condition. Post development flows are less than pre-development flows; therefore, additional onsite detention for the project is not required. LID is required for this site and will be located in impervious areas. Most of the runoff from the site will surface flow towards the southwest corner of the site and eventually enter the existing storm drain system located in Highway 89.

Schools:

The proposed development of the subject site will not affect the local school district.

Fire Protection:

According to Fire Department staff, the site will be served by Fire Station 3's district. Station 3 is located at 4500 Purina Avenue and is within the desired response time.

OTHER REQUIREMENTS:

Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for annexation. In accordance with State statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 300 feet of the site, all HOAs within 1000 feet, and to the City's "Registry of Persons and Groups" as provided by the City. Annexation notices were also provided to the Coconino County Recorder, County Assessor, County Community Development Department, and the Chair of the Board of Supervisors.

As part of the Neighborhood Meeting public notification process required for annexations, the applicant held a neighborhood meeting on January 6, 2020 in the Flagstaff Subaru Dealership conference room at 4910 East Marketplace Drive. The applicant has developed a list of questions and responses (attached) from the meeting. Additionally, staff received one response from a member of the public (copy attached).

RECOMMENDATION:

Staff recommends that if the Commission feels the findings have been addressed, that the Commission forward the annexation request to the City Council with a recommendation of approval with the following condition:

- 1. Development of the project shall substantially conform to the approved plans as follows:
 - a. Site Plans (Sheets AS 1.1 and AS 1.2) prepared by smith Architects Inc. dated October 29, 2019
 - b. Building Elevations (Sheets A1.1, A1.2 & A1.4) prepared by smith Architects Inc. dated October 29, 2019.

ATTACHMENTS:

- Application and narrative from applicant
- Proposed Annexation Map (24" x 36")
- Public Hearing Legal Advertisement ("Notice of Public Hearing" includes location map)
- Neighborhood meeting report and comments
- Development Site Plan



Flagstaff, AZ 86001 928.773.0354

928.774.8934 fax

www.swiaz.com

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PROJECT NARRATIVE For HWY 89 & CUMMINGS ANNEXATION SUBMITTAL

SWI Project #19051 C.O.F. #PZ-19-00055

Located in Section 07, T 21 N, R 08 E, G&SRM City of Flagstaff, Coconino County, Arizona

Prepared for:

KFH Flagstaff Route 66 & Cummings LLC 2701 E. Camelback Road, #180 Phoenix, AZ 85016

> Prepared by: Shephard-Wesnitzer, Inc. 110 W. Dale Avenue Flagstaff, AZ 86001 (928) 773-0354

Revised: February 4, 2020 Originally Prepared: January 9, 2020

PROJECT SUMMARY

KFH Flagstaff Route 66 & Cummings LLC is proposing three commercial buildings that consist of a Chipotle, Dunkin Donuts, and Verizon store. The project is located on the northwest corner of the intersection of N. Highway 89 and N. Cummings Street, see the Vicinity Map below. The overall project is within two parcels APNs 113-27-027B and 113-27-029B. The project is positioned in Section 07, Township 21 North, Range 08 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

The annexation application is specifically for APN 113-27-027B (±0.32 acres). KFH has the intention of building a restaurant on the subject property, which is currently located within Coconino County CH-10,000 zone. KFH would like to annex this county parcel into the City limits in order to construct the restaurant as part of an overall development that is already within City limits. The proposed city zoning district is Highway Commercial (HC).



VICINITY MAP

LEGAL ANALYSIS

The parcel requested to be annexed adheres to ARS 9-471 subsection K. The subject parcel is surrounded by the City of Flagstaff on all four sides and is considered as a "county island". Therefore, the parcel requested to be annexed complies with ARS 9-471. Refer to the Annexation Map in Appendix A for the parcel dimensions.

LEGAL DESCRIPTION

The ALTA for the parcel requested to be annexed is included in Appendix A.

ECONOMIC IMPACT ANALYSIS

The proposed development will have positive economic impacts to the City with the creation of new job positions and stimulation of commercial development. Chipotle will be located on the parcel requested to be annexed. The projected annual sales for Chipotle is approximately \$2.2M. The restaurant will employ three full-time and 20 part-time positions.

WATER/SEWER IMPACT ANALYSIS

There is an existing development, which is currently located on the parcel requested to be annexed, with an existing water connection off of the existing 8" AC water main located in N. Lynch Avenue. The proposed development will not significantly increase the water demand. Therefore, the City of Flagstaff did not require a Water and Sewer Impact Analysis (WSIA) during the Site Plan process. Water to the Chipotle building will be provided by a connection to an existing 8" AC water main located in N. Lynch Avenue on the north side of the site. Sewer for this new development will be provided by a connection to the existing 8" PVC sewer main.

DRAINAGE/STORMWATER IMPACT ANALYSIS

The City requires detention/LID for any commercial development greater than ¼ acre in size. A waiver may be granted for developments with an increase in impervious area of less than 5,000 square feet. Due to the site being currently developed, there is less impervious area proposed in post-development conditions than in pre-development conditions. According to the Drainage Statement provided on the Site Plan, post-development flows are less than pre-development flows; therefore, additional onsite detention for the project is not required. LID is required for this site and is provided by the reduction in post-development impervious area.

The site will be designed to provide positive drainage away from the proposed buildings while not negatively impacting drainage characteristics of the adjacent offsite properties. The majority of the runoff from the site will surface flow towards the southwest corner of the site and eventually enter the existing storm drain system located in N. Highway 89.

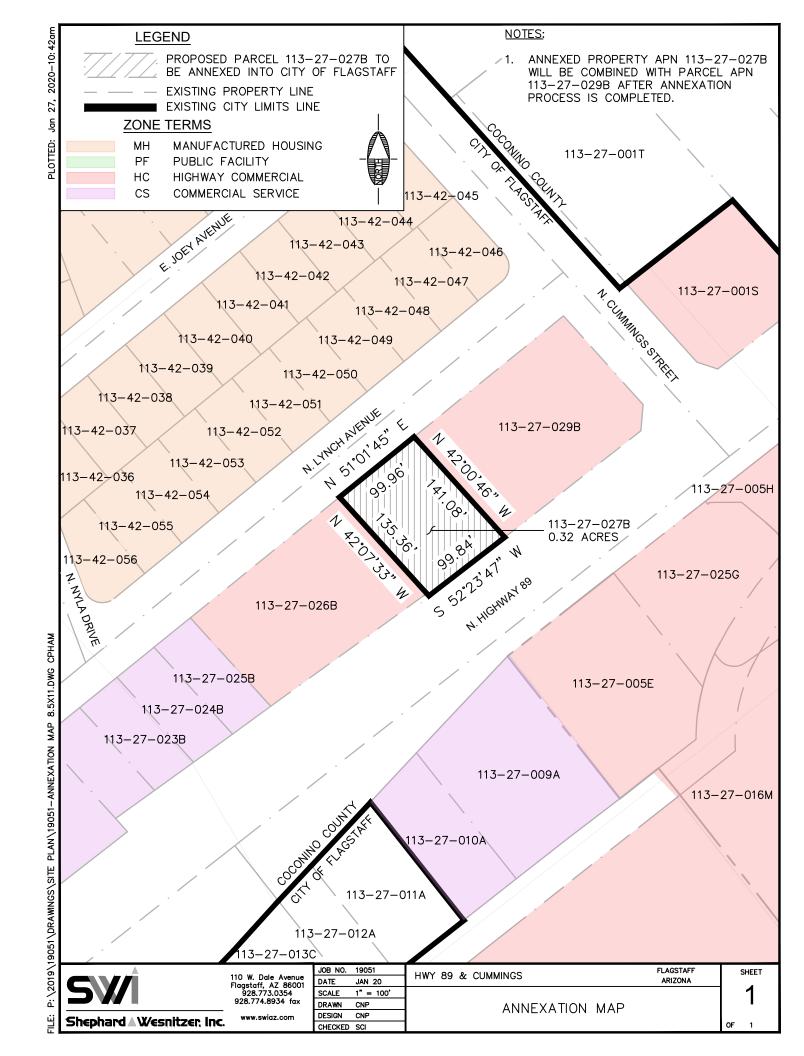
TRAFFIC IMPACT ANALYSIS

A Traffic Impact Analysis (TIA) was performed to satisfy the annexation requirements. The intersections at N. Highway 89/N. Cummings Street and N. Cummings Street/N. Lynch Avenue were analyzed with the proposed development. The analysis determined that both intersections were not adversely affected by the proposed development. However, a right turn lane is warranted for the driveway on N. Highway 89. The adjacent right-of-way is currently being administered by the City of Flagstaff and no new right-of-way is part of the annexation.

NATURAL RESOURCE PROTECTION PLAN

The project site does not fall within the resource protection overlay zone and does not require a Natural Resource Protection Plan (NRPP).

Appendix A



Schedule "B" title Notes

Item numbers per commitment for title insurance prepared by Pioneer Title Agency, Inc. Order No. 70506614-005-JRK dated April 15, 2019, and ammended on July 9, 2014. The following are easements disclosed within said report. The reviewer should refer to the above stated title report for additional items of record that may affect said land.

Indicates plotted item hereon

(Surveyor's comments in parentheses)

(4) Easements and other matters which may be disclosed by Combination Request Form: Recorded in Instrument No. 14-3691724

Purpose: to combine lots 19 and 20 into one parcel for tax purposes.

(Has no affect on the subject property except to combine lots 19 and 20 into one contiguous parcel)

LEGEND These standard symbols will be found in the drawing. FFE Fence Post Fire Hydrant Bollard Utility Poles/Light Poles Water Valves Sanitary Sewer Manhole ATT/Century Link Junction Box Electric Junction Box Water Meter Grease Trap Lids Grease Trap Lids Traffic Signal Post **FENCES** Corner Monument (As Noted) Decidous Tree

Pine Tree (Decorative Not Ponderosa)

ALTA/NSPS LAND TITLE SURVEY CERTIFICATE

- Pioneer Title Agency, Inc. - Old Rebublic National Title Insurance Company, A Florida Corporation - Academy Bank, N.A. ISAOA ATIMA

- KFH Flagstaff Cummings II, LLC, an Arizona Limited Liability Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the with the 2016 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 8, 11, 13, and 14 of table A thereof. The field work was completed on May 22, 2019.

Date of Plat or Map 8/14/2019.

Professional Land Surveyor, RLS 59307 in the State of Arizona

LEGAL DESCRIPTION Order No. 70506614-005-JRK

The land referred to herein below is situated in the County of Coconino, State of Arizona, and is described as follows:

Lots 19 and 20, Winifred Lynch Ranch Subdivision, as shown on the plat thereof, recorded in Book 2 of Maps, Page 15, records of Coconino County, Arizona.

Excepting Therefrom the following described parcel: Beginning at the Southerly corner of said lot 19;

Thence North 42°03'16" West, along the Southwesterly line of said lot, a distance of 17.20 feet;

Thence North 52°00'55" East, a distance of 99.99 feet to the Northeasterly line of said lot 20;

Thence South 42°00'28" East, along the Northeasterly lot line, a distance of 17.24 feet to the Easterly corner of

Thence South 52°02'17" West (South 52°17' West, recorded), along the Southeasterly line of said lots 19 and 20, coincident with the existing Northwesterly right-of-way line of U.S. Highway 89, a distance of 99.99 feet to the Point of Beginning.

ALTA/NSPS LAND TITLE SURVEY

Lots 19 and 20 of the Winifred Lynch Ranch Subdivision, Located in Section 7, Township 21 North, Range 8 East, Gila and Salt River Base and Meridian COCONINO COUNTY, ARIZONA

4409 N. Highway 89

Flagstaff

Coconino County, Arizona

Assessor Parcel Number:

113-27-027B

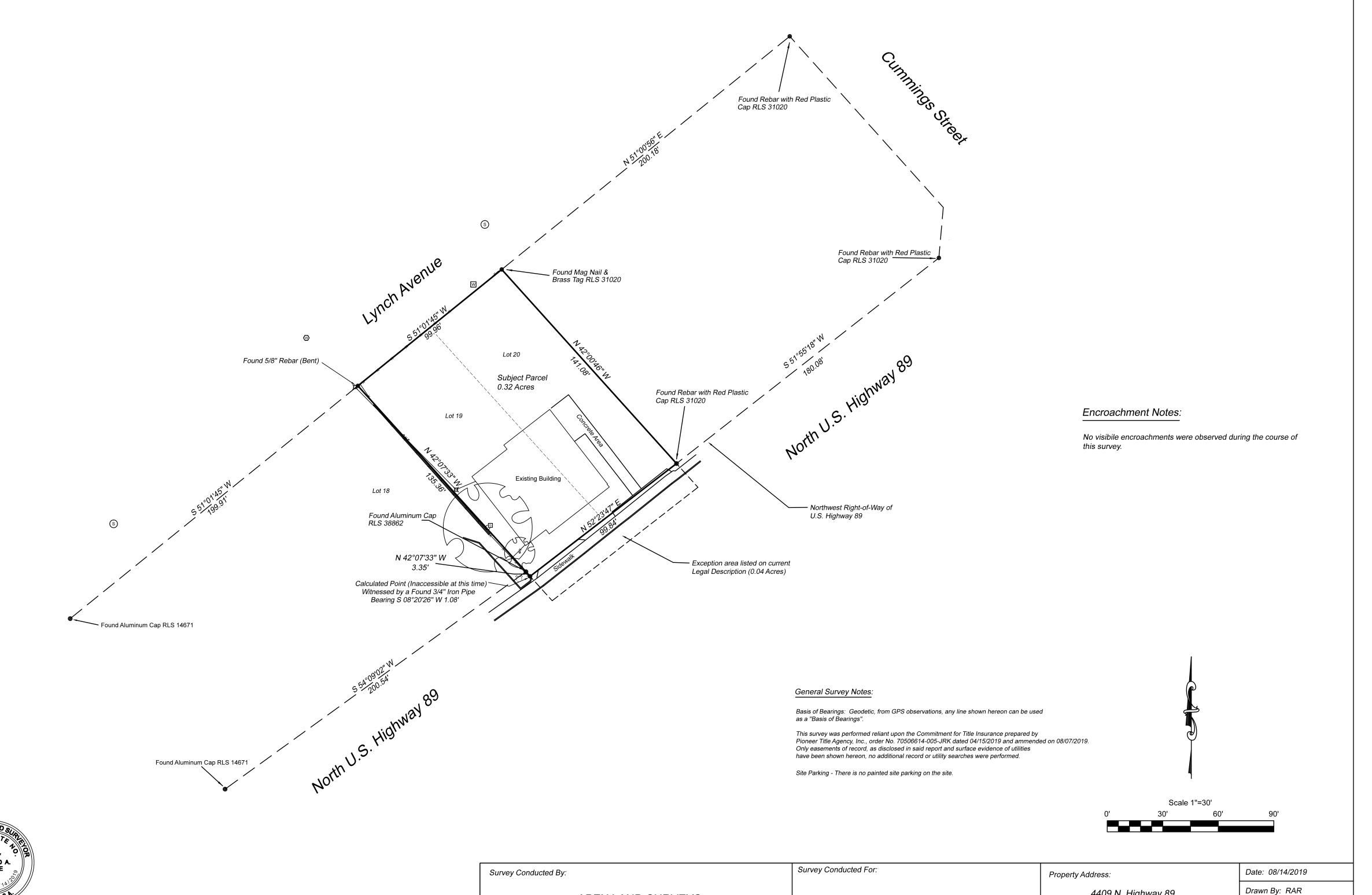
Job No. 04-30-19RR ALTA

Sheet 1 of 1

Pioneer Title Agency

112 N. Elden

Flagstaff, AZ 86001



APEX LAND SURVEYS

5634 N. Juliane Drive Williams, Arizona 86046

Phone: (928) 863-5790

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, February 26 at 4:00 p.m. and the City Council will hold a Public Hearing on Tuesday, April 7 at 6:00 p.m. to consider the following:

A. Explanation of Matters to be Considered:

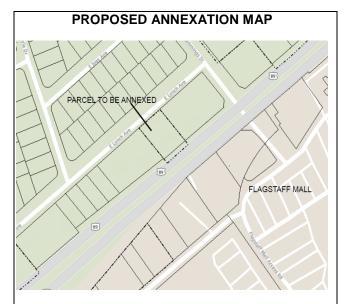
 A proposed annexation of approximately .32 acres of land to the City of Flagstaff as described in Part B below. The annexation is requested in order to incorporate one parcel of land into the City limit.

B. General Description of the Affected Area:

Approximately .32 acres located at 4409 North Highway 89 County Assessor's Parcel Numbers 113-27-027B, located in section 7, T21N, R8E, of the G&SRM, Coconino County, Arizona, as shown on the adjacent map.

Interested parties may file comments in writing regarding the proposed annexation or may appear and be heard at the hearing date set forth above. Maps and information regarding the proposed annexation are available at the City of Flagstaff, Planning and Development Services Division, 211 West Aspen Avenue.

Unless otherwise posted, all Planning and Zoning Commission meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona. All City Council meetings are held in the Council Chambers of City Hall, 211 West Aspen Avenue, Flagstaff, Arizona.



ADDRESS: 4409 North Highway 89

APNs: 113-27-027B

ACRES: Approximately .32 acres

Coconino County



For further information please contact:

Neil Gullickson Planning Development Manager Planning & Development Services Div. 211 West Aspen Avenue Flagstaff, Arizona 86001

928-213-2614

Email: ngullickson@flagstaffaz.gov

Publish: February 8, 2020







CITIZEN PARTICIPATION REPORT For HIGHWAY 89 & CUMMINGS

SWI Project #19051 C.O.F. #PZ-19-00055-03

Section 07, T 21 N, R 08 E, G&SRM City of Flagstaff, Coconino County, Arizona

Prepared for: KFH Flagstaff Route 66 & Cummings LLC 2701 E. Camelback Road, #180 Phoenix, AZ 85016

> Prepared by: Shephard-Wesnitzer, Inc. 110 W. Dale Avenue Flagstaff, AZ 86001 (928) 773-0354

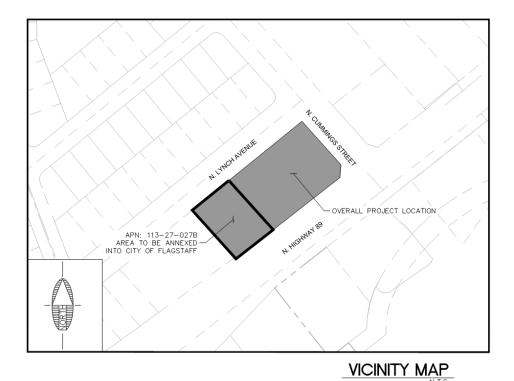
Revised: February 4, 2020 Originally Prepared: January 9, 2020

PROJECT SUMMARY

KFH Flagstaff Route 66 & Cummings LLC is proposing three commercial buildings that consist of a Chipotle, Dunkin Donuts, and Verizon store. The project is located on the northwest corner of the intersection of N. Highway 89 and N. Cummings Street, see the Vicinity Map below. The overall project is within two parcels APNs 113-27-027B and 113-27-029B.

The annexation application is specifically for APN 113-27-027B (±0.32 acres). KFH has the intention of building a Chipotle on the subject property, which is currently located within Coconino County CH-10,000 zone. KFH would like to annex this county parcel into the City limits in order to construct the restaurant as part of an overall development that is already within City limits. The proposed city zoning district is Highway Commercial (HC).

The Site Plan reflect the limits of the overall project. The net acreage of the subject parcel to be annexed after right-of-way dedication to the City of Flagstaff for the future full-build out of N. Highway 89 is approximately 0.31 acres. Access to the site will be provided by a full access driveway and an exit driveway on N. Highway 89.



PROJECT LOCATION

The project is located on the northwest corner of the intersection of N. Highway 89 and N. Cummings Street at 4409 and 4429 N. Highway 89 in Flagstaff, Arizona. The project is within two parcels APNs 113-27-027B and 113-27-029B. The parcel requested to be annexed is located on APN 113-27-027B at 4409 N. Highway 89. The project is

positioned in Section 07, Township 21 North, Range 08 East, of the Gila and Salt River Base Meridian, City of Flagstaff, Coconino County, Arizona.

NEIGHBORHOOD OUTREACH

As part of the annexation, a "Citizen Participation Plan" is required in accordance with the Zoning Code. The main component of the plan is to hold a Neighborhood Meeting to introduce the project to surrounding property owners. We were required to send a letter to notify the neighbors of the upcoming request for the annexation and allow for time for feedback.

The first neighborhood meeting was held on January 6, 2020 at Flagstaff Subaru. The letters were mailed on December 13, 2019. The Neighborhood Outreach Letters were sent to all property owners, property owners' associations (POA) within a 300-foot radius and homeowner's associations (HOA) within a 1,000-foot radius. Letters were also sent to the City's "Registry of Persons and Groups" as provided by the City. A copy of the notification letter and a 300-foot and 1,000-foot Mailing Buffer Exhibits are included in Appendices A and B, respectively. A copy of the mailing list is also included in Appendix B. In addition to the public outreach letters, signs were posted on December 18, 2019. The signs were posted at the entrance to the property on Highway 89 and Lynch Avenue. An image of the intended sign to be posted is included in Appendix C.

Appendix D includes the sign-in sheet and a summary of the concerns, issues, and problems that were expressed during the first neighborhood meeting. At this point in time, we have received one mailed response to the Neighborhood Outreach Letter, which is also included in Appendix D.

Due to the few responses that have been received as of January 9, 2020, low attendance and overall positive feedback at the first neighborhood meeting, the City of Flagstaff has approved the request to waive the requirement for the second neighborhood meeting.

PUBLIC HEARINGS

The public hearings before the City of Flagstaff Planning and Zoning Commission and City Council will be held on February 26, 2020 and April 7, 2020, respectively, at the Flagstaff City Hall Council Chambers. The Public Hearing Letters will be sent to the same mailing list used for the neighborhood meetings. In addition to the public hearing letters, signs will be posted by February 3rd, 2020.

APPENDIX A



928.774.8934 fax

www.swiaz.com

Engineering an environment of excellence.

December 13, 2019

Dear Neighbor,

Shephard Wesnitzer, Inc.

KFH Flagstaff Cummings II LLC (KFH) would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation application that will be submitted for a parcel of land that is currently located within Coconino County at 4409 N. Highway 89, which is near the intersection of N. Cummings Street and Highway 89. The meeting and presentation will be held on **Monday**, **January 6**, **2020** at 6 pm at **Flagstaff Subaru**, 4910 E. Marketplace Drive, Flagstaff, AZ 86004 to discuss the annexation of this property.

The annexation application is specifically for APN 113-27-027B (±0.32 acres). KFH has the intention of building a restaurant on the subject property, which is currently located within Coconino County CH-10,000 zone. KFH would like to annex this county parcel into the City limits in order to construct the restaurant as part of an overall development that is already within City limits. The proposed city zoning district is Highway Commercial (HC).

The plan sheets submitted in association with the Site Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Highway 89 & Cummings and will consist of three proposed commercial buildings. The net acreage of the project after right-of-way dedication to the City of Flagstaff for the future full-build out of N. Highway 89 is approximately 0.31 acres. Access to the site will be provided by a new full access driveway and an exit driveway on N. Highway 89.

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after followed by a question and answer session. This will allow any neighborhood concerns to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission. Concerns raised will be reported to the City Planning Department.

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

Mr. Stephen Irwin
Shephard-Wesnitzer, Inc.
110 West Dale Avenue
Flagstaff, AZ 86001
(928) 773-0354
sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Mr. Neil Gullickson
Planning Development Manager
211 West Aspen Avenue
Flagstaff, AZ 86001
(928) 213-2614
NGullickson@flagstaff.gov

Sincerely, Shephard – Wesnitzer, Inc.

Stephen C. Irwin, P.E.

Stephen Chwin

Project Engineer



IIO West Dale Avenue Flagstaff, Arizona 86001 928.773.0354 ph 928.774.8934 fx info@swiaz.com www.swiaz.com

COMMENTS REGARDING THIS DEVELOPMENT



IIO West Dale Avenue Flagstaff, Arizona 8600I 928.773.0354 ph 928.774.8934 fx info@swiaz.com www.swiaz.com

CIVIL SITE PLAN

FOR

HWY 89 & CUMMINGS

FLAGSTAFF, ARIZONA

LOCATED IN SECTION 16, TOWNSHIP 21 NORTH,

RANGE 8 EAST, GILA AND SALT RIVER

MERIDIAN, CITY OF FLAGSTAFF, COCONINO

COUNTY, ARIZONA

PROJECT OWNER/DEVELOPER:

KFH FLAGSTAFF CUMMINGS II LLC AMY MCCLAUGHRY 2701 E. CAMELBACK ROAD, #180 PHOENIX, AZ 85016 (480) 516-3499

PROPERTY INFORMATION:

ADDRESSES: 4409 & 4429 N. HIGHWAY 89 APNS: 113-27-029B (0.63± ACRES) 113-27-027B (0.32± ACRES) EXISTING ZONING: HIGHWAY COMMERCIAL &

PROJECT ENGINEER:

SHEPHARD-WESNITZER, INC. STEPHEN IRWIN 110 WEST DALE AVE FLAGSTAFF, AZ 86001 (928) 773-0354

PROJECT ARCHITECT:

SMITH ARCHITECTS, INC. RYAN SMITH 1503 YALE STREET, SUITE 200 FLAGSTAFF, ARIZONA 86001 (928) 779-5993

CITY CONCEPT APPROVAL

THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY. ALL LIABILITY FOR ERRORS AND OMISSIONS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER.

CITY ENGINEER:

CITY PUBLIC WORKS DIRECTOR

WATER SERVICES DIRECTOR

AUTHORIZATION TO CONSTRUCT:

THE SIGNATURES ABOVE ARE REQUIRED BEFORE THE CONTRACTOR CAN COMMENCE. UNSIGNED, THESE PLANS HAVE NOT BEEN COMPLETED WITH RESPECT TO AGENCY REVIEW AND APPROVAL.

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE

UNISOURCE ENERGY SERVICES CENTURYLINK

ALTICE USA

UTILITY COMPANY CONTACTS

CONTACT: MANUEL HERNANDEZ CONTACT: RYAN WIESNER 112 NORTH BEAVER STREET 2200 E. HUNTINGTON FLAGSTAFF, AZ 86004 FLAGSTAFF, AZ 86001 RYAN.WIESNER@APS.COM MANUEL.HERNANDEZ4@CENTURYLINK.COM PHONE: (928) 773-6447 PHONE: (928) 779-4935

UNISOURCE ENERGY SERVICES CONTACT: MARTIN CONBOY 2901 W SHAMRELL BLVD #110 FLAGSTAFF, AZ 86001 MCONBOY@UESAZ.COM PHONE: (928) 226-2269

CONTACT: SANFORD YAZZIE 1601 SOUTH PLAZA WAY

FLAGSTAFF, AZ 86001 SANFORD.YAZZIE@ALTICEUSA.COM PHONE: (928) 266-0672

IMPERVIOUS AREA SUMMARY

PRE-DEVELOPMENT IMPERVIOUS AREA = 38,001 SF POST-DEVELOPMENT IMPERVIOUS AREA = 34,257 SF LID IS REQUIRED FOR THIS SITE AND IS PROVIDED BY THE REDUCTION IN POST-DEVELOPMENT IMPERVIOUS AREA. DETENTION IS WAIVED FOR THIS SITE AS RUNOFF CAPTURE VOLUME IS ZERO.

VICINITY MAP

FEMA DESIGNATION:

PROJECT LOCATION —

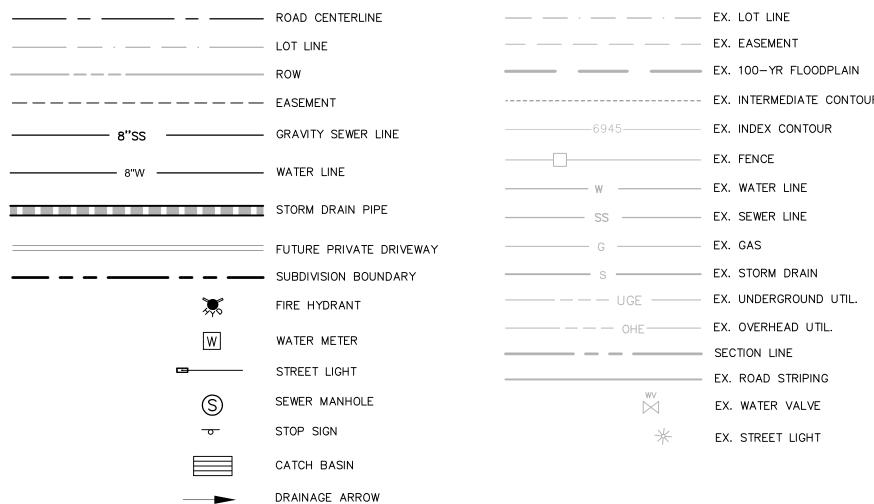
THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6827G, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE OF PROJECT INFORMATION

TOPOGRAPHIC DATA WAS PROVIDED BY APEX LAND SURVEYS ON APRIL 30, 2019 AND SUPPLEMENTED WITH CITY OF FLAGSTAFF 2017 GIS.

BOUNDARY INFORMATION IS BASED ON AN ALTA FOR APN 113-27-029B PREPARED BY ALLIANCE LAND SURVEYING, LLC ON JULY 12, 2017, AND AN ALTA FOR APN 113-27-027B PREPARED BY APEX LAND SURVEYS ON AUGUST

LEGEND



ARIZONA811 Arizona Blue Stake, Inc.

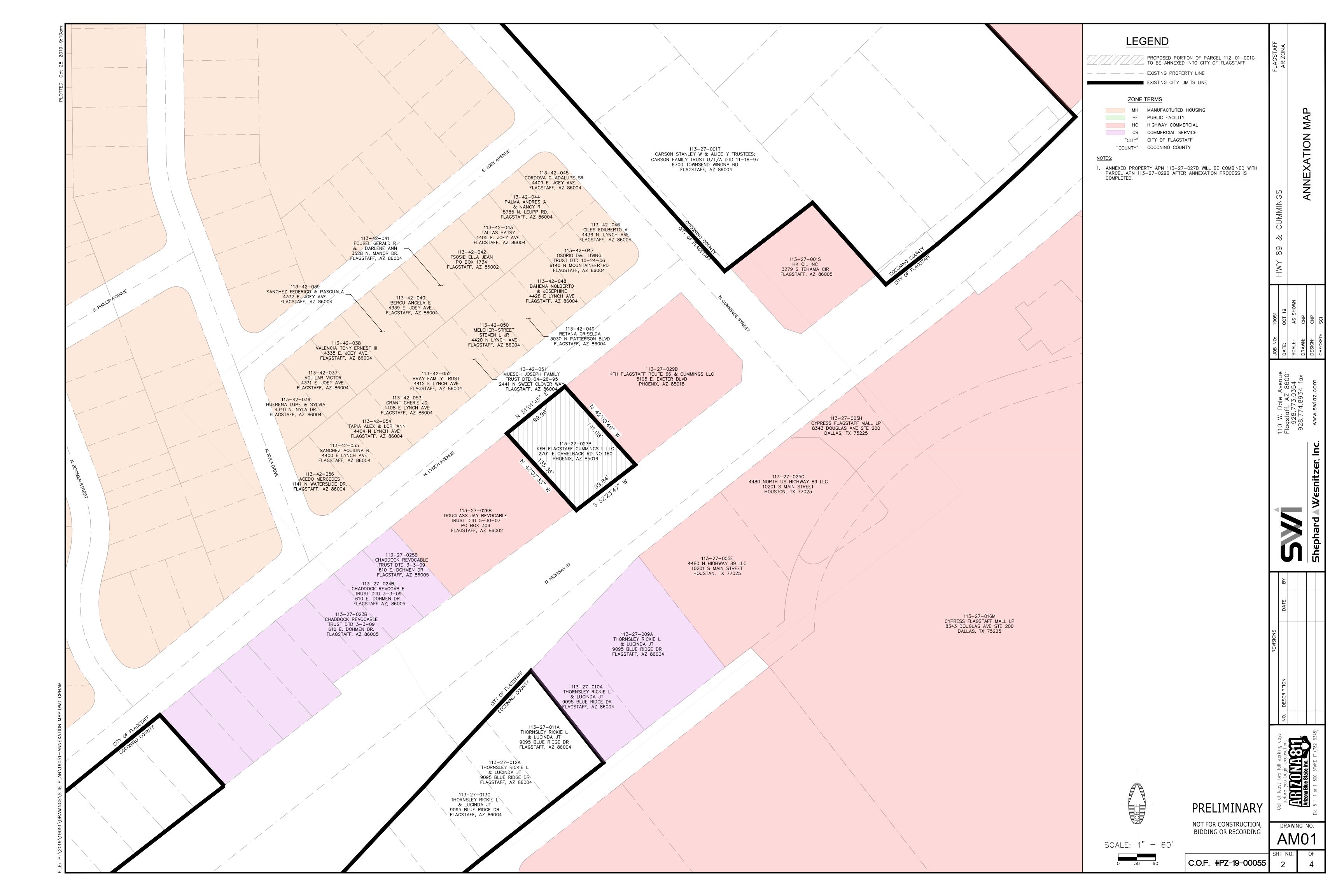
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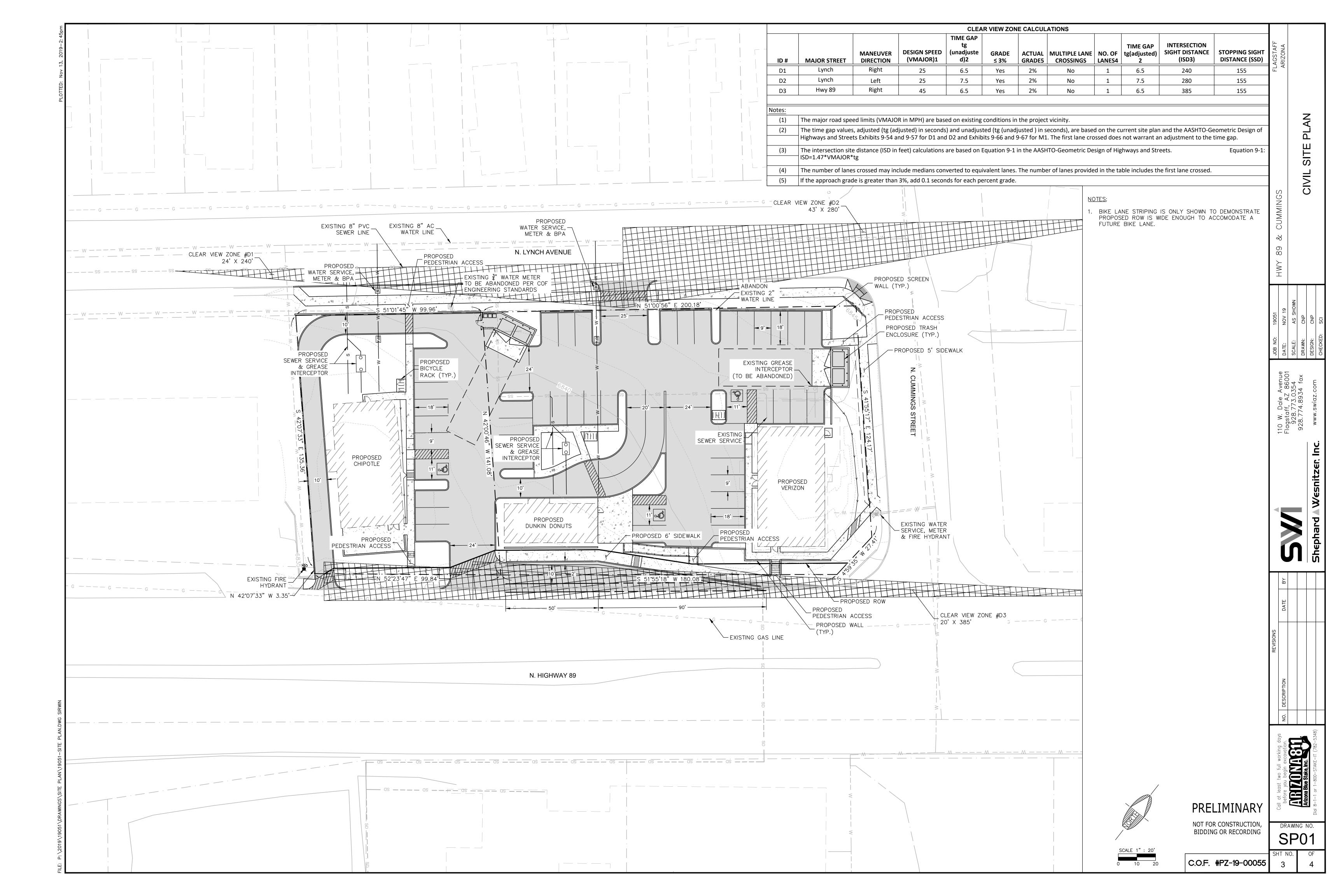
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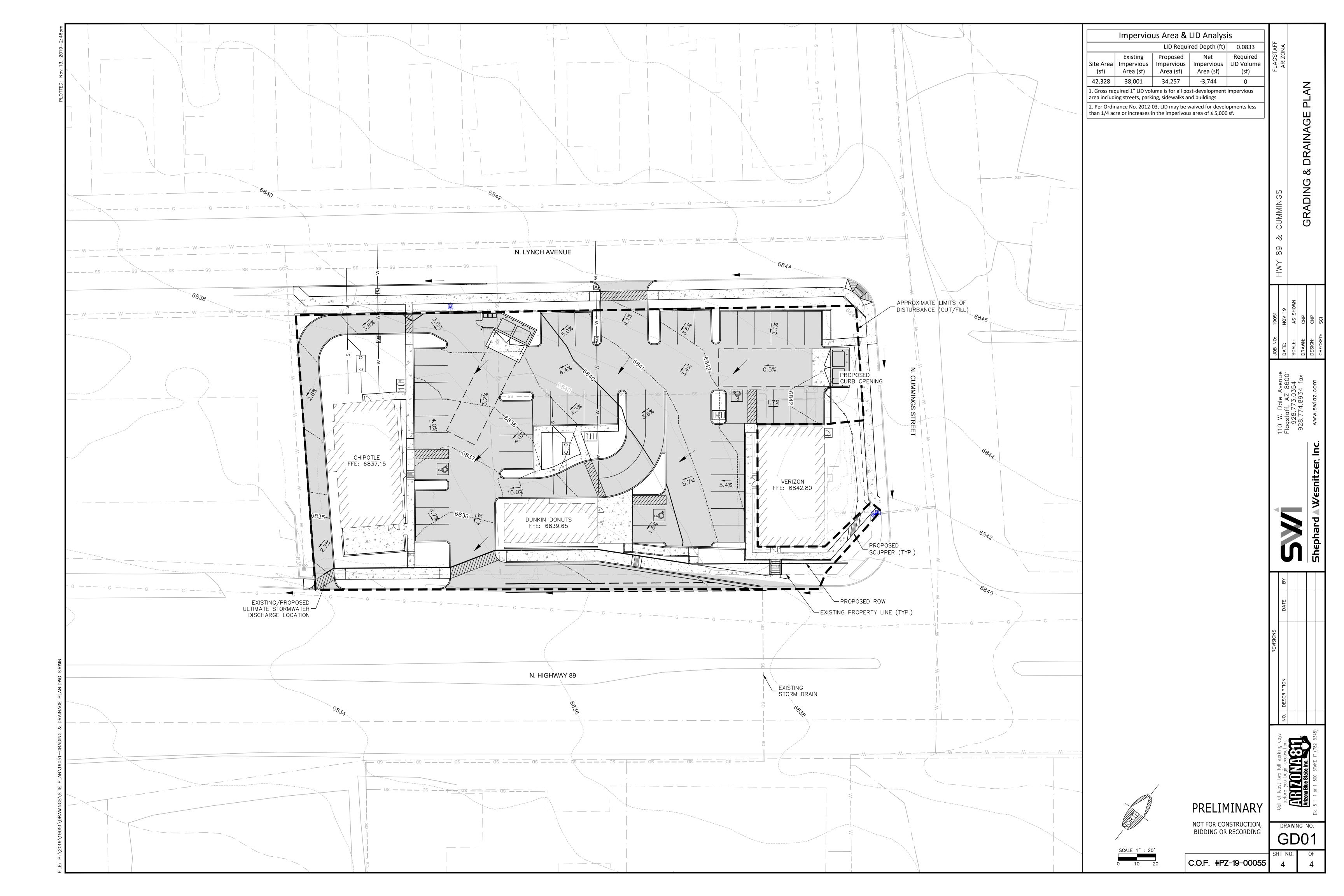
BIDDING OR RECORDING

C.O.F. #PZ-19-00055

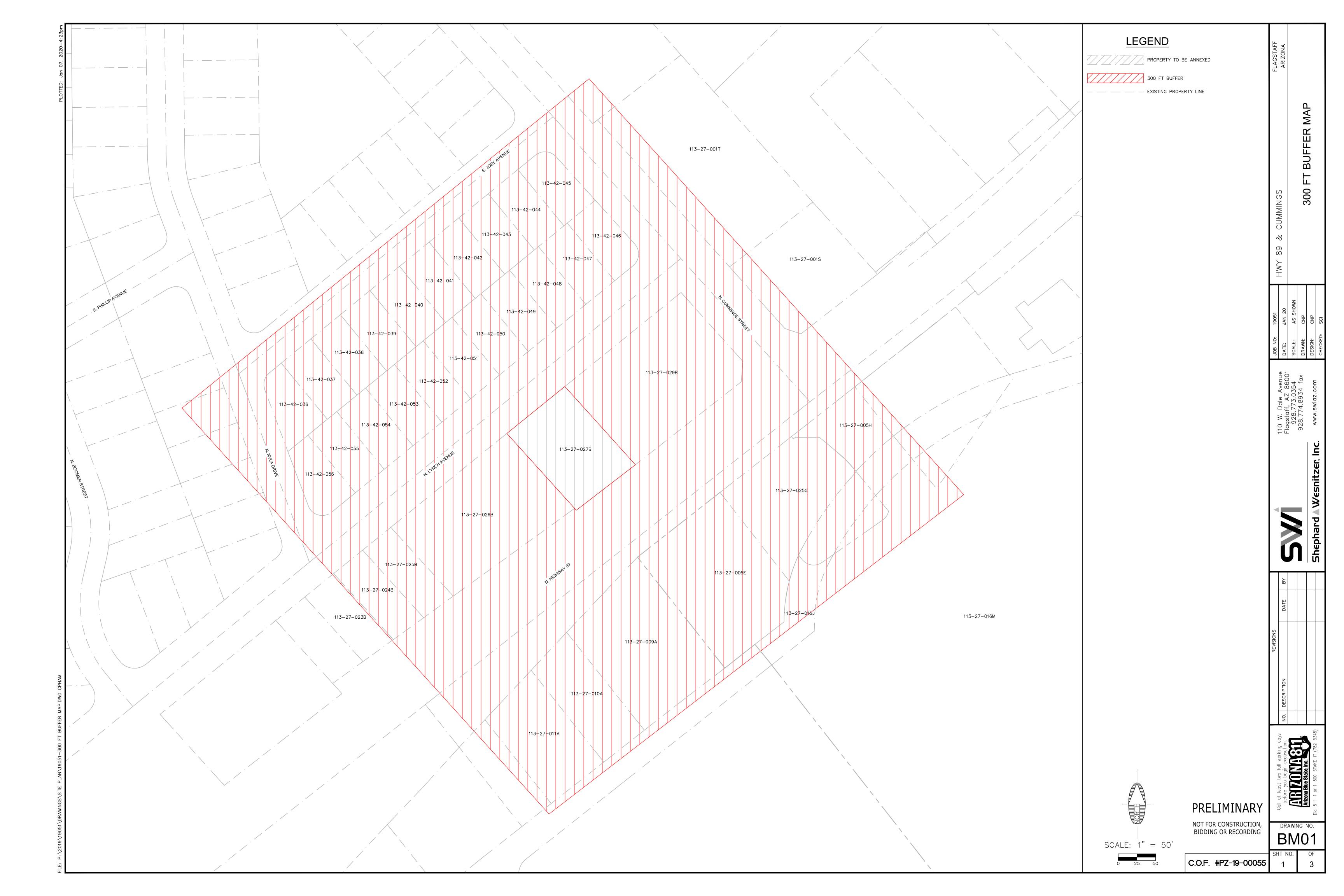
DRAWING NO.

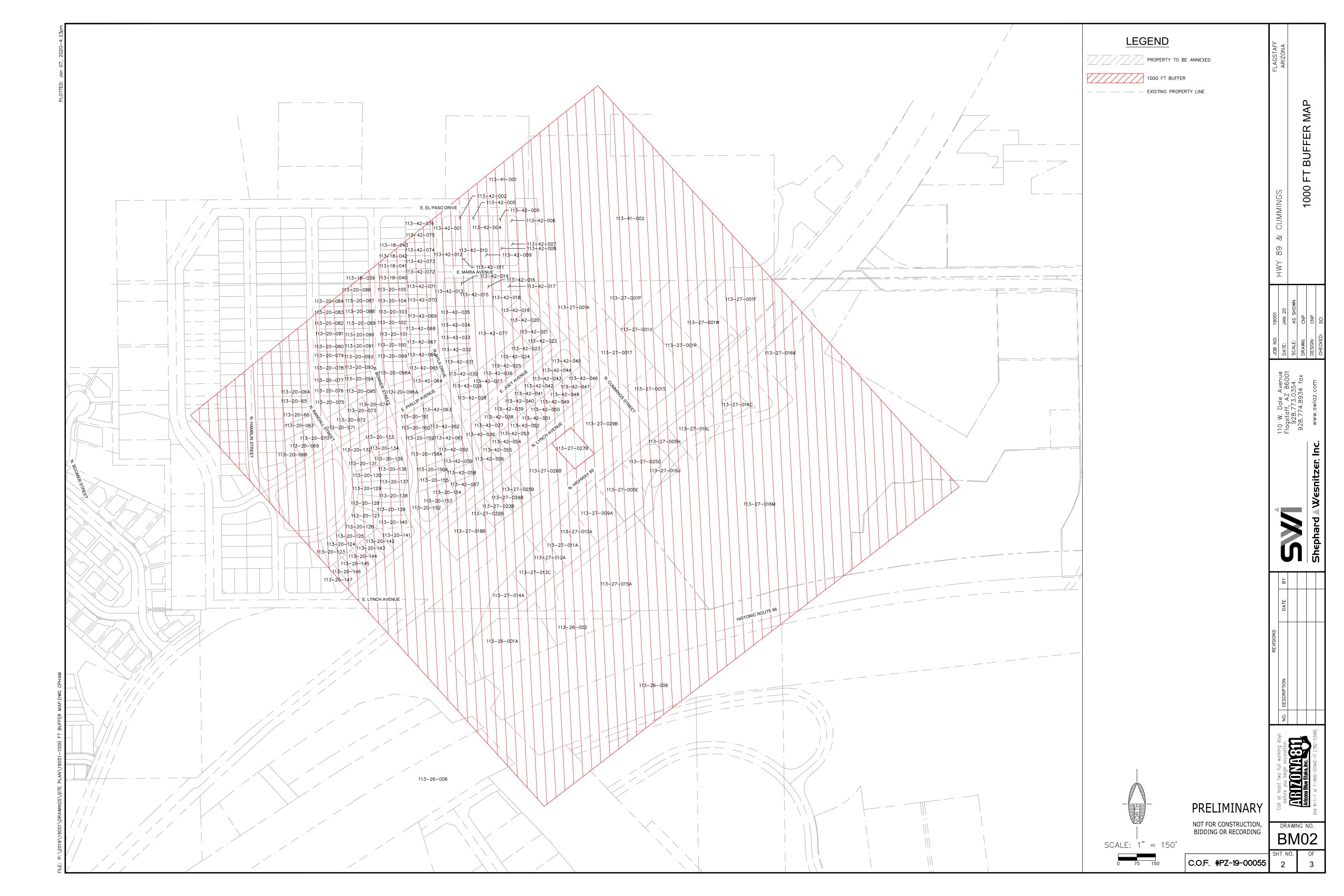






APPENDIX B





1055 EAST APPLE WAY MARILYN WEISSMAN COAST AND MOUNTAIN PROPERTIES MAURY HERMAN 3 NORTH LEROUX STREET 1120 NORTH ROCKRIDGE ROAD NAT WHITE CHARLIE SILVER 720 WEST ASPEN AVENUE BETSY MCKELLAR 330 S ASH LANE DAVID CARPENTER 1715 E TRADE WINDS COURT DORENDA COLEMAN ARIZONA ARMY NATIONAL GUARD, AZAA-FMO 5636 E MCDOWELL RD, M5330 US NAVY, INTERGOVERNMENTAL BRANCH 850 PACIFIC HIGHWAY, BUILDING 1 – 5TH FLOOR, SUITE 513 MARY BETH DREUSIKE 3354 N CREST STREET CELIA BAROTZ NORM WALLEN 3716 N GRANDVIEW COCONINO COUNTY COMMUNITY DEVELOPMENT 2500 N FORT VALLEY ROAD, BLDG 1 JAY CHRISTELMAN 2500 N FORT VALLEY ROAD, BLDG 1 JESS MCNEELY COCONINO COUNTY COMMUNITY DEVELOPMENT FLAGSTAFF LODGING, RESTAURANT & TOURISM ASSOCIATION STEVE FINCH PO BOX 30622 ADRIAN SKABELUND 819 WEST GRAND CANYON AVENUE CITY OF FLAGSTAFF COMMUNITY DEVELOPMENT DIVISION | NEIL GULLICKSON 211 WEST ASPEN AVENUE

PARCEL ADDRESS

4331 E JOEY AVE

4340 N NYLA DR

9095 BLUE RIDGE DR

9095 BLUE RIDGE DR

9095 BLUE RIDGE DR

4337 E JOEY AVE

4335 E JOEY AVE

4408 E LYNCH AVE

4404 N LYNCH AVE

4400 N LYNCH AVE

3528 N MANOR DR

4409 E JOEY AVE

4405 E JOEY AVE

5785 N LEUPP RD

4339 E JOEY AVE

4412 E LYNCH AVE

4428 E LYNCH AVE

4420 N LYNCH AVE

5105 E EXETER BLVD

3279 S TEHAMA CIR

610 E DOHMEN DR

610 E DOHMEN DR

610 E DOHMEN DR

OWNER ADDRESS

P.O. BOX 23462

2701 E CAMELBACK RD NO 180

ATTN: LEASE ADMINISTRATION 10201 S MAIN STREET

ATTN: LEASE ADMINISTRATION 10201 S MAIN STREET

ATTN: LEASE ADMINISTRATION 10201 S MAIN STREET

8343 DOUGLAS AVE STE 200

8343 DOUGLAS AVE STE 200

1500 EAST CEDAR AVENUE, SUITE 86

1515 EAST CEDAR AVENUE, SUITE C-4

5271 MT. PLEASANT DRIVE

PO BOX 306

CARSON STANLEY W & ALICE Y TRUSTEES; CARSON FAMILY TRUST U/T/A DTD 11-18-97 | 6700 TOWNSEND WINONA RD

6140 N MOUNTAINEER RD

2441 N SWEET CLOVER WAY

3030 N PATTERSON BLVD

PO BOX 1734

4436 N LYNCH AVE

1141 N WATERSIDE DR

PARCEL CITY PARCEL STATE PARCEL ZIPCODE

86004

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86001

OWNER STATE OWNER ZIPCODE

FLAGSTAFF

PHOENIX

HOUSTON

HOUSTON

HOUSTON

OWNER CITY

FLAGSTAFF

SAN DIEGO

FLAGSTAFF

FLAGSTAFF

FLAGSTAFF

FLAGSTAFF

FLAGSTAFF

FLAGSTAFF

FLAGSTAFF

PHOENIX

DALLAS

DALLAS

PHOENIX

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TX

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MAILING LIST

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11327027B

11327016M

11327005E

11327005G

11327005H

11327016J

JEFFREY HERD

OWNER/GROUP NAME

REGISTRY OF PERSONS AND GROUPS

OWNER NAME

AGUILAR VICTOR

HUERENA LUPE & SYLVIA

THORNSLEY RICKIE L & LUCINDA JT

THORNSLEY RICKIE L & LUCINDA JT

THORNSLEY RICKIE L & LUCINDA JT

FOUSEL GERALD R & DARLENE ANN

OSORIO D & L LIVING TRUST DTD 10-24-06

MUESCH JOSEPH FAMILY TRUST DTD 04-26-95

DOUGLASS JAY REVOCABLE TRUST DTD 5-30-07

KFH FLAGSTAFF ROUTE 66 & CUMMINGS LLC

CHADDOCK REVOCABLE TRUST DTD 3-3-09

CHADDOCK REVOCABLE TRUST DTD 3-3-09

CHADDOCK REVOCABLE TRUST DTD 3-3-09

KFH FLAGSTAFF CUMMINGS II LLC

4480 NORTH US HIGHWAY 89 LLC

4480 NORTH US HIGHWAY 89 LLC

4480 NORTH US HIGHWAY 89 LLC

FRIENDS OF FLAGSTAFF'S FUTURE

TISH BOGAN-OZMUN

NORTHERN ARIZONA BUILDING ASSOCIATION

NORTHERN ARIZONA ASSOCIATION OF REALTORS

CYPRESS FLAGSTAFF MALL LP

CYPRESS FLAGSTAFF MALL LP

SANCHEZ FEDERICO & PASCUALA

VALENCIA TONY ERNEST III

TAPIA ALEX & LORI ANN

CORDOVA GUADALUPE SR

PALMA ANDRES A & NANCY R

BAHENA NOLBERTO & JOSEPHINE

MELCHER-STREET STEVEN L JR

SANCHEZ AQUILINA R

ACEDO MERCEDES

GILES EDILBERTO A

TALLAS PATSY

TSOSIE ELLA JEAN

BERCU ANGELA E

BRAY FAMILY TRUST

RETANA GRISELDA

HK OIL INC

GRANT CHERIE JO

PREI	_IMINAF	

C.O.F. #PZ-19-00055

PRELIMINARY	Call P
NOT FOR CONSTRUCTION, BIDDING OR RECORDING	DRAWING NO

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	DINC					

APPENDIX C





APPENDIX D



Engineering an environment of excellence.



Highway 89 & Cummings – Annexation Neighborhood Meeting

January 6, 2020 at 6:00PM

Sign-In Sheet

Name	Address	Phone	Email
MIKE PATEL	4501. N. HWY 89	9 28-527 6972	
RICK THORNSLEY	9095 BLUE RIDGE FLAG	928-699-3055	
ROBERT E BRAY	4412 LYNCH AVE	92869927	
Jim+ Timi Brook	5301 Tellis Tris	753350-8400	
Douglas Milles	42182 N 10546 St	612 710 8899	
DAVID SWAIN		928-600-4012	
Virilhe Durapolan		ar 9073267	

Highway 89 & Cummings

SWI Project #17113

Neighborhood Meeting Questions

Monday, January 6, 2020

Flagstaff Subaru

QUESTION/COMMENT	ANSWER
Presentation official	ly started at 6:00pm.
What is the annexation procedure?	The annexation procedure requires to host two neighborhood meetings, prepare a citizen participation plan, submit to the City for review, and attend the P&Z and City Council meetings.
Why did the City not think there would be a large turnout for this first neighborhood meeting?	Us and the City did not anticipate a large turnout because this project does not involve affordable or student housing, which has been a popular subject among the community as of lately.
Is Highway 89 not owned by ADOT?	The City of Flagstaff maintains the roadway. Therefore, the plans will not need to be reviewed by ADOT. It will only be reviewed and approved through the City.
Is the City of Flagstaff ok with the driveways on Highway 89?	The plans have already gone through several design iterations and submittals to the City and currently meet code. There are currently three thru-lanes in both directions on Highway 89, and the proposed driveways do not interfere with the existing median.
Can you provide more explanation on the existing building on the parcel to be annexed?	There is an existing abandoned car stereo building on the subject parcel to be annexed.
What are the extents of the overall project?	The project limits are from the existing Pizza Hut at the intersection of Cummings and Highway 89 to the existing Sounds Good building. The project will terminate before the ADOT Motor Vehicle Service Center.
What are the existing utility connections to the building?	The existing building currently has a water connection to the City water main in Lynch.
What will be the new water connections?	The proposed Chipotle will have a new water connection off of the water main in Lynch.
Why is the water connection not grandfathered into this parcel?	Whenever there is a change in use, it requires a new water connection. Annexation of the parcel is required in order for the proposed development on this parcel to connect to the City utilities. This parcel is also part of a

What are the other buildings, and how are they affiliated with the Chipotle?	holistic project with shared parking and access and would only work with an annexation. The parcel can remain as part of the County; however, it would be extremely difficult to develop. The overall project will also include a Dunkin Donuts, which will not have indoor seating, and a Verizon, which will utilize the existing Pizza Hut building. The project will have shared parking and access.
How many parking spots will be proposed? Will the parking for these proposed developments take over neighborhood parking?	There are 45 parking spaces proposed for this project. The number of spaces was calculated using the City of Flagstaff Zoning Code. The City also requires frontage edge improvements with this project; therefore, there is proposed parkway and sidewalk along the frontages of this project. The proposed edge improvement along Lynch will remove the existing parking along the edge of the roadway. This existing parking along Lynch is not technically legal. There is a lot of right-of-way on Lynch, and the roadway takes up only a portion of the right-of-way. People have taken advantage of this available space and parked their vehicles on the side of the roadway.
Will the Dunkin Donuts owner be the same owner of the Dunkin Donuts on Milton?	No, Aaron and his partner developed and have since sold the Dunkin Donuts on the Milton Road site. Another Dunkin Donuts franchisee will build and operate the one on US 89 & Cummings.
What is next in the process?	After this meeting, we will need to prepare a citizen participation plan that summarizes this meeting, submit the annexation package for the City's review, host a second neighborhood meeting (if necessary), attend the P&Z and City Council meetings, annex the parcel, and proceed to construction plans.
Does a change in use not dictate a rezone or CUP?	State law dictates the requirements for the annexation process. A rezone happens in conjunction with the annexation process.
Is this parcel not subject to be annexed?	The City is in the process on cleaning up all "county islands". As stated earlier, this parcel does not technically need to be annexed; however, it would be extremely difficult to develop if it was not annexed. Some projects

	have a pre-annexation agreement if the parcel	
	cannot be annexed.	
Who purchased the J. Douglas property?	We do not know specifically who purchased	
	the property. The only information we know	
	is that the parcel was recently sold. KFH has	
	discussed possible acquirement of the parcel;	
	however, no action has been taken.	
How quickly will construction begin?	We plan to go at-risk with construction	
	documents and break ground in May 2020.	
	We anticipate four months of construction.	
	Dunkin Donuts will be responsible for the	
	construction of their building and will be on a	
	land lease.	
Does KFH own any other businesses in town?	The Milton property has been sold and KFH	
	does not own any other properties in	
	Flagstaff.	
This looks like a good project.	Thank you for your feedback.	
Meeting adjourned at 7:00pm.		



To City 2020 Tio West Dale Avenue Flagstaff, AZ 86001

928,773.0354

928,774.8934 fax

Pagineering an environment of excellence.

HWY 89

JAN 06 2020

December 13, 2019

Dear Neighbor,

KFH Flagstaff Cummings II LLC (KFH) would like to invite the surrounding neighbors to a Neighborhood Meeting to discuss the annexation application that will be submitted for a parcel of land that is currently located within Coconino County at 4409 N. Highway 89, which is near the intersection of N. Cummings Street and Highway 89. The meeting and presentation will be held on **Monday**, **January 6**, **2020** at 6 pm at **Flagstaff Subaru**, 4910 E. Marketplace Drive, Flagstaff, AZ 86004 to discuss the annexation of this property.

The annexation application is specifically for APN 113-27-027B (±0.32 acres). KFH has the intention of building a restaurant on the subject property, which is currently located within Coconino County CH-10,000 zone. KFH would like to annex this county parcel into the City limits in order to construct the restaurant as part of an overall development that is already within City limits. The proposed city zoning district is Highway Commercial (HC).

The plan sheets submitted in association with the Site Plan and attached herein reflect the limits of the overall project. The parcel to be annexed is a part of an overall project that is called Highway 89 & Cummings and will consist of three proposed commercial buildings. The net acreage of the project after right-of-way dedication to the City of Flagstaff for the future full-build out of N. Highway 89 is approximately 0.31 acres. Access to the site will be provided by a new full access driveway and an exit driveway on N. Highway 89.

Project material will be available for review starting at 6:00 pm with a presentation starting shortly after followed by a question and answer session. This will allow any neighborhood concerns to be identified and addressed prior to the project's public hearing before the City Planning and Zoning Commission, Concerns raised will be reported to the City Planning Department.

We hope to see you there. If you are unable to attend, please provide comments in the space below and mail to the developer's representative:

> Mr. Stephen Irwin Shephard-Wesnitzer, Inc. 110 West Dale Avenue Flagstaff, AZ 86001 (928) 773-0354 sirwin@swiaz.com

Please see below for the City of Flagstaff representative contact information:

Mr. Neil Gullickson Planning Development Manager 211 West Aspen Avenue Flagstaff, AZ 86001 (928) 213-2614 NGullickson@flagstaff.gov

Sincerely, Shephard - Wesnitzer, Inc.

Stephen C. Irwin, P.E.

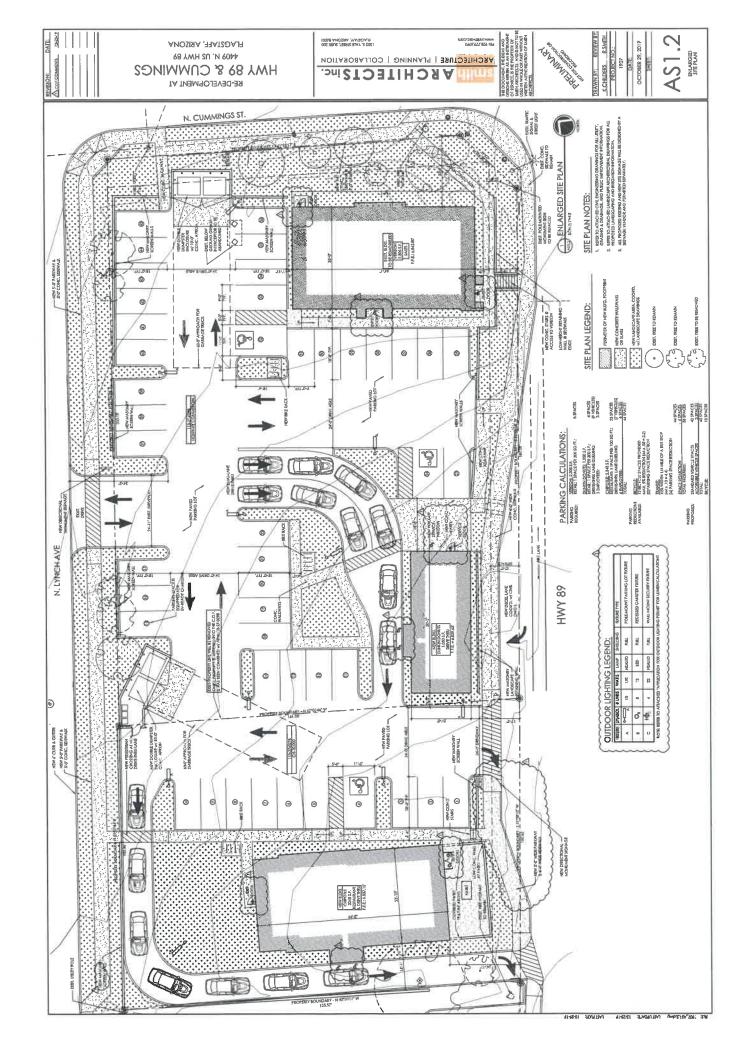
Stephen Cohwin

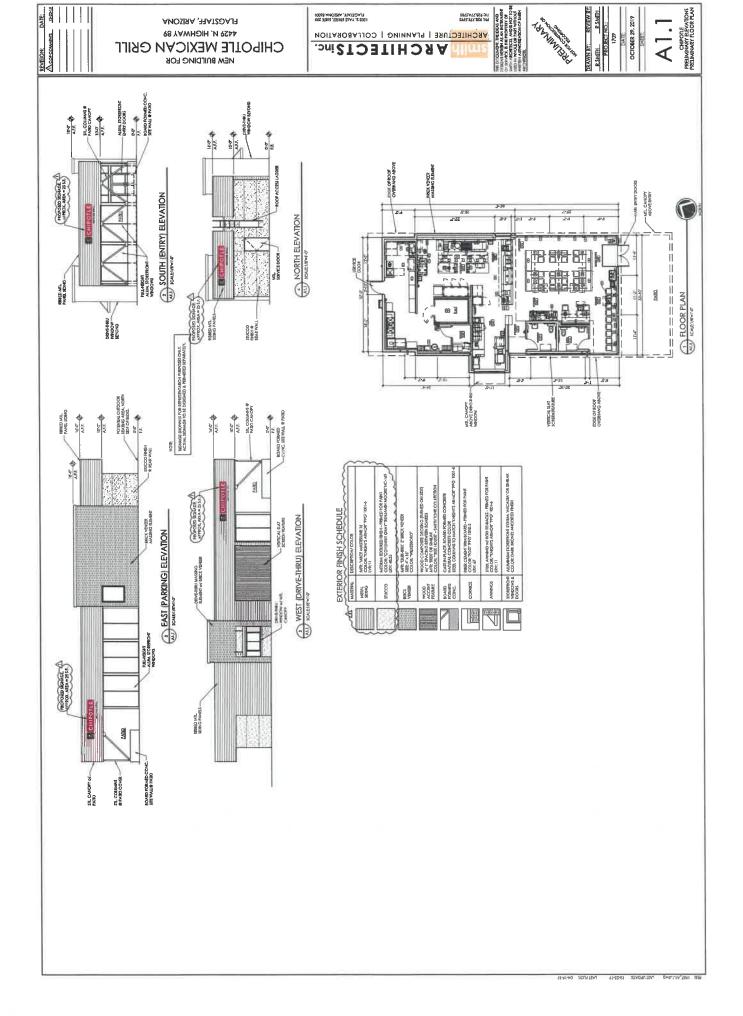
Project Engineer



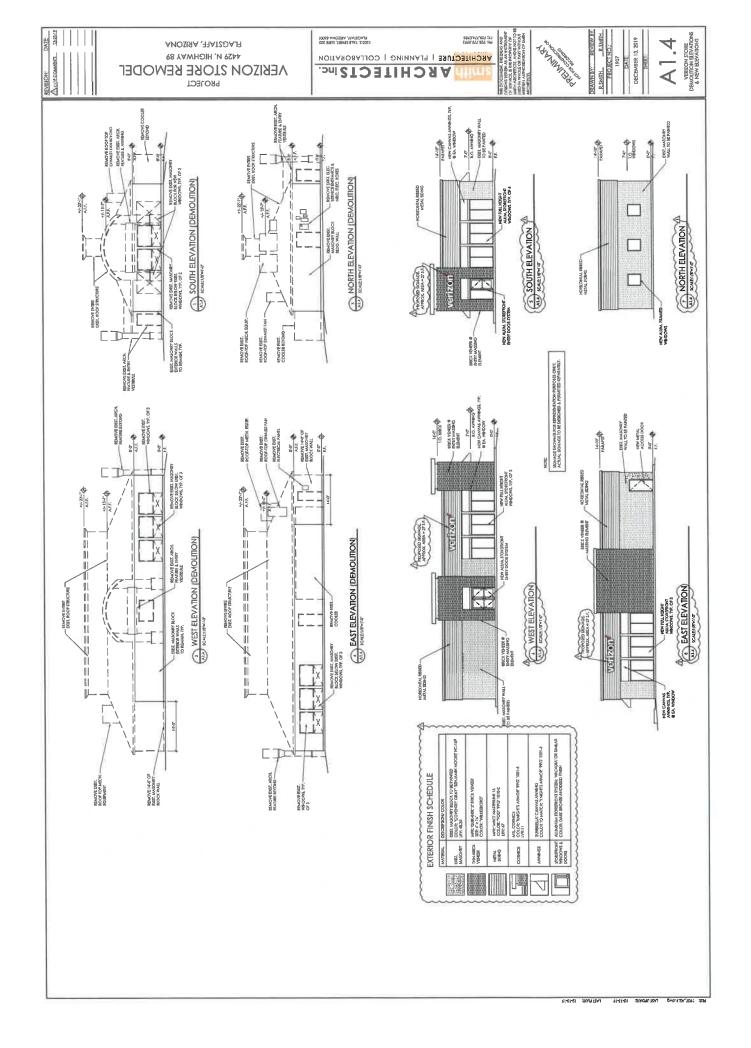
About a Clothesing ST The mall I we need or we have is penneys & How About that For Faxl 10 New pa what op wit Deopl. Shephard & Wesnitzer, Inc. COTTONWOOD

SEDONA





DATE: DECEMBER 16, 2019





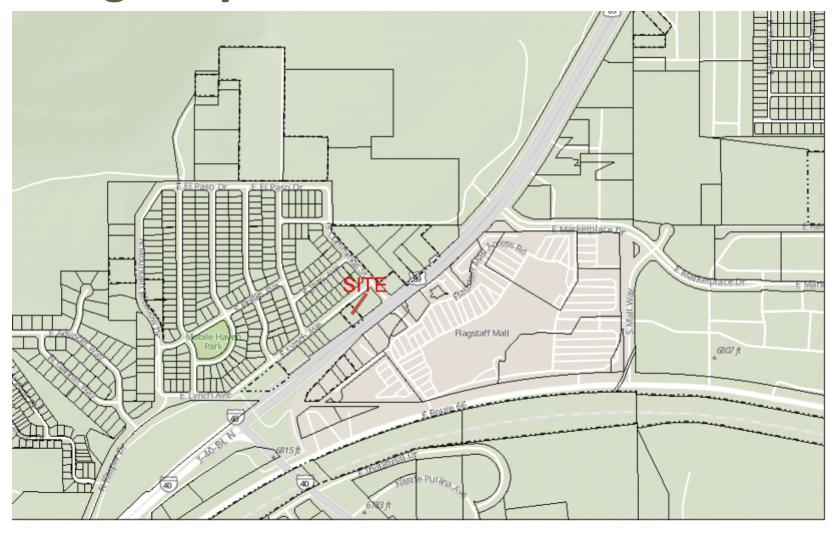
Site



- Located at 4409 North Highway 89
- Coconino County parcel zoned Commercial Heavy-10,000 sq. ft. minimum lot size. Site is .32 acres (13,939 sq. ft.) in size.
- Recently used as car audio sales/repair and truck rental.
- County Island: Surrounded by City Jurisdiction.

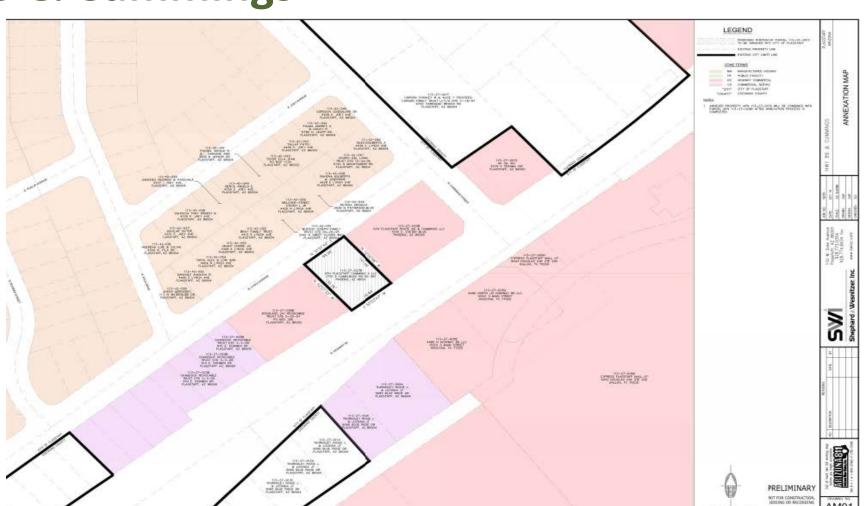
Location Map 4409 North Highway 89





Annexation Map

Highway 89 & Cummings





BACKGROUND



- Site consists of portions of 2 platted lots, one parcel.
- County Island.
- Water is currently provided by the City.
- Sewer service is needed.
- Site plan review for development approved 1/2020.
 Conditioned on annexation.

Review State Statute



• Similar zoning CH-10,000 to Highway Commercial (HC) 9,000 sq. ft. minimum lot size. Restaurant uses allowed.

Meets contiguous requirement, adjacent on a minimum of 3 sides.

The site meets the State statutes for annexation.



Regional Plan

- Annex or pre-annexation before services provided.
- Site located within the Urban Growth Boundary.
- Proposal not detrimental to neighborhood properties.

• Site meets the City policies regarding annexation.

Impact Analyses

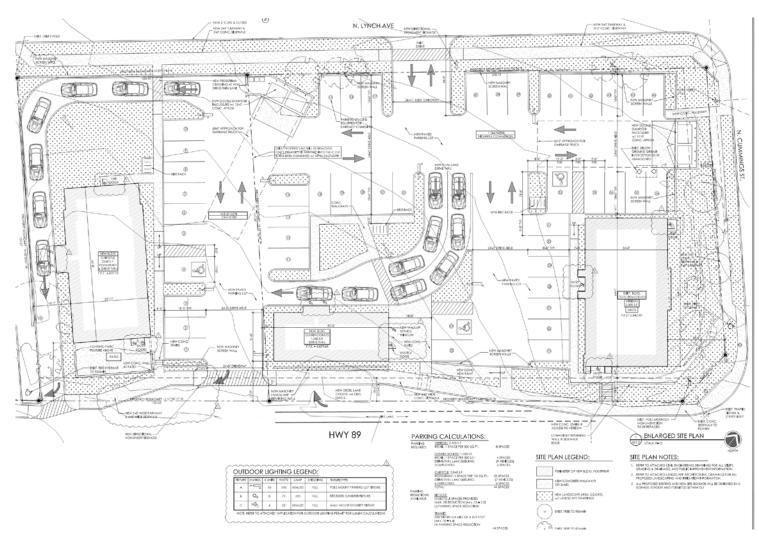


Analyses were based on development site

- Traffic: Dedicated right-turn lane on Highway 89. Dedication of 942 sq. ft. of land across Hwy 89 frontage for ROW.
- Water and Sewer Analysis: Waived, adequate capacity in existing water and sewer public mains to support development and annexation site.
- Drainage Impact scoping determined post annexation development less impervious area than pre- development.
 Low Impact Design required for pervious areas.

Development Proposal

- Chipotle; on annex parcel
- Dunkin Donuts
- Verizon Store
- Combine annex and adjacent parcel to make the development site.
- Access to Lynch and to Highway 89



Citizen Participation



- Neighborhood meeting held on January 6, 2020. Report attached.
- Public hearing with:
- Planning and Zoning Commission; February 26, 2020
- City Council; April 7, 2020
- First Reading of Ordinance April 21 (if signed petition is returned)
- Second Reading of Ordinance May 5

Recommendation



 Staff recommends the Commission forward the annexation proposal to the City Council with a recommendation of approval.

• Staff recommends that the approval be subject to the Site Plan approval for the Highway 89 & Cummings development of January 7, 2020.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

:

Co-Submitter: Stacey Brechler-Knaggs

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

<u>Consideration and Adoption of Resolution No. 2020-12:</u> A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the Coconino County Community College District and the City of Flagstaff to share fire training and education resources.

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-12 by title only
- 2) City Clerk reads Resolution No. 2020-12 by title only (if approved above)
- 3) Adopt Resolution No. 2020-12

Executive Summary:

Coconino Community College (CCC) and the City have an Intergovernmental Agreement (IGA) which allows the sharing of resources such as the Flagstaff Fire Training Center and class room facilities at CCC. The IGA is amended to improve sharing of resources between the City and the CCC Fire and EMS program. The revisions allow for a more efficient management of shared resources and reduced expenses. Additionally, CCC makes available to the Flagstaff Fire Department, and our regional partners, classroom training and software technology, and a light and breathing air trailer in support of fire and emergency incidents in the Greater Flagstaff Region. Flagstaff Fire Department agrees to appropriately house and maintain the trailer.

Financial Impact:

Minimal annual maintenance of the light and breathing air trailer that we have been doing since 2015.

Policy Impact:

None

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

Council Goals:

Attract and retain quality staff

- Invest in employee training

Regional Plan:

Goal PF.3. Provide high-quality emergency response and public safety services including law enforcement, fire, medical and ambulance transport services.

Has There Been Previous Council Decision on This:

Yes. Council approved this IGA on January 5, 2011 and then again with updates on March 3, 2015.

Options and Alternatives:

Council may elect to:

- Approve the proposed IGA
- Amend the proposed IGA
- Disapprove the IGA

Background/History:

The Fire Department and CCC have been actively working together for joint training purposes at this facility since it was built in 2008. Dozens of current firefighters were certified through CCC and the use of the FFD training center to be qualified for hiring in the Greater Flagstaff Region.

Key Considerations:

Great partnership between the City of Flagstaff and one of our local educational partners.

Community Benefits and Considerations:

Helps with meeting council goals and community partnering.

Attachments: Res. 2020-12

CCC- IGA 2020

RESOLUTION NO. 2019-12

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COCONINO COUNTY COMMUNITY COLLEGE DISTRICT AND THE CITY OF FLAGSTAFF FOR SHARING OF RESOURCES

RECITALS:

WHEREAS, the parties each engage in the training and education of firefighters and emergency medical technicians and seek to use each parties' facilities and equipment to conduct training and education; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, and that the undertaking will benefit the public; and

WHEREAS, this Agreement is made under the authority of Arizona Revised Statues Section 11-952 as a joint exercise of powers.

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 the Intergovernmental Agreement between the Coconino County and the City of Flagstaff, Arizona, attached hereto as Exhibit A, 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 7th day of April, 2020.

	MAYOR	
ATTEST:		
CITY CLERK		

APPROVED AS TO FORM:	
CITY ATTORNEY	
Exhibits:	

PAGE 2

RESOLUTION NO. 2019-12

IGA

INTERGOVERNMENTAL AGREEMENT

between

Coconino County Community College District

and

City of Flagstaff for Sharing of Resources

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2020 by and between COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, an Arizona community college district, with offices at 2800 South Lone Tree Road, Flagstaff, Arizona ("College"), and the CITY OF FLAGSTAFF, an Arizona municipal corporation, with offices at 211 West Aspen Avenue, Flagstaff, Arizona ("City"). College and City may be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. College and City each engage in training and education of firefighters and emergency medical technicians; and
- B. College wishes to utilize City's Firefighting Training Facility ("FTF") to conduct training and education classes; and
- C. City wishes to use College's facilities and equipment for training and education in emergency response; and
- D. City is willing to make the FTF available to College for training and education purposes, subject to the terms and conditions set forth in this Agreement; and
- E. College is willing to make classroom space and equipment available to City for training and education purposes, subject to the terms and conditions set forth in this Agreement; and
- F. College and City are authorized to enter into Intergovernmental Agreements pursuant to A.R.S. § 11-952.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. City's Obligations.

City agrees as follows:

- 1.1. Use of Fire Training Facility. City shall make the FTF available to College, at no charge, for educational and training purposes, subject to the provisions of this Agreement.
- 1.2. City Liaison. City will appoint a liaison as a point of contact for College and to coordinate College's use of the FTF.
- 1.3. College's Policies and Procedures. City agrees to abide by and enforce College's policies and procedures when City uses College classroom space, facilities, and equipment.

2. College's Obligations

College agrees as follows

2.1. <u>Classroom Space on Lone Tree Campus.</u> College shall make classroom space and equipment on College's Lone Tree Road Campus available to City, at no charge, for fire science educational and

- training purposes when requested by City; provided such scheduling and use of classroom space and equipment does not interfere with previously scheduled College classes.
- 2.2. Request for Use of FTF. College agrees to provide, at or before the beginning of each semester according to College's academic calendar, a written request for use of the FTF on specific dates and times with a list of equipment needed for each class session.
- 2.3. <u>Conduct of Training and Education Classes</u>. College agrees to conduct its training and education classes and programs at the FTF in a manner consistent with City's and Flagstaff Fire Department ("FFD") policies and procedures. College agrees that all drills and exercises will follow FFD policies and procedures.
- 2.4. Return of Equipment; Damage. College agrees that its designated Safety Officer will oversee the use and transportation of all City equipment and vehicles utilized by College during any and all College training activities. The Safety Officer shall report in writing any and all damage to FTF equipment, vehicles, or the FTF facility to the On-Duty Battalion Chief. The Safety Officer and College lead instructor will do a facility walk through and safety briefing before each class.
- 2.5. Fuel and Propane Costs and Use.
 - 2.5.1. College agrees to reimburse City for all costs and expenses associated with fuel used or consumed during College training activities that utilize a City or FTF vehicle. For purposes of calculating this reimbursement, the Parties agree that the amount of fuel used or consumed will be approximately eight (8) gallons for a full-day event; provided, however, College's actual fuel use and consumption will be monitored and confirmed by City during College drills and training exercises and reimbursements to City will be based on actual fuel pricing at the time of the drills and training exercises.
 - 2.5.2. College agrees to purchase and/or replace all propane used or consumed during College drills and training exercises. College's propane use and consumption will be monitored and confirmed by City during College drills and training exercises. College agrees to purchase and/or replace the propane used or consumed at least once each semester.
 - 2.5.3. In the event of any dispute or controversy arising under this Section 2.5, the Parties agree to resolve such dispute or controversy under the provisions of Section 9 on Mediation and Arbitration.
- 2.6. <u>Materials and Supplies.</u> Except as provided in Section 2.5 on Fuel and Propane Costs and Use, College agrees to provide all expendable or consumable supplies and materials utilized during College's drills and training exercises. These supplies and materials include, but are not limited to:
 - (a) Foam
 - (b) Liquid Smoke
 - (c) Fire Extinguishers
 - (d) Mannequins
 - (e) Extrication vehicles
- 2.7. <u>Condition of FTF after Use.</u> Upon completion of any educational or training session or class at the FTF, College will return FTF and its adjacent grounds and classroom to the condition they were

in at the start of the session or class. College agrees to remove all College equipment, materials, supplies, and other items from the FTF, unless otherwise agreed to by the On-Duty Battalion Chief.

- 2.8. <u>Insurance</u>. College agrees to maintain sufficient liability and workers compensation insurance to cover any injuries sustained by College staff or students. The college further agrees to carry sufficient insurance to cover repairs to or replacement of any City-owned equipment, tools, or vehicles caused by College students or instructors during these training activities.
- 2.9. <u>List of Fire Science Instructors.</u> Prior to the start of each semester under College's academic calendar, College will provide City with a list of College's fire science instructors, their qualifications, and their employing agency. If, during the semester, any of College's fire science instructors change or College learns of any changes to any information included on such list, College shall provide an updated list and/or information to City.

3. Mutual Obligations of the Parties.

City and College agrees as follows:

- 3.1. College Instructional Sessions at the FTF.
 - 3.1.1. <u>Safety Officers.</u> College and City acknowledge and agree that certain instructional staff employed by College are also employed as firefighting personnel by City. College and City further acknowledge and agree that a designated safety officer must monitor and oversee all College drills and training exercises at FTF (the "Safety Officer"). For efficient and economical use of personnel employed by both College and City, College and City agree that:
 - 3.1.1.1. The Safety Officer must, at all times, be a qualified firefighter employed by City;
 - 3.1.1.2. College may designate an instructional staff member as the Safety Officer for any given College drill, training exercise, session, or classes at the FTF if the instructional staff member is also a qualified firefighter employed by City; and
 - 3.1.1.3. If, for any reason, College is unable to designate a Safety Officer who is both an instructional staff member of College and a qualified firefighter employed by City, City agrees to provide a qualified firefighter to serve as the Safety Officer provided by City, subject to reimbursement by College for the cost of such qualified firefighter as provided herein.
 - 3.1.1.4. If City provides a qualified firefighter to serve as the Safety Officer, he cost shall be reimbursed at the "burden rate" for the assigned firefighter, which will be calculated by the hourly pay rate for the assigned firefighter multiplied by the number of hours worked, plus all employee-related expenses associated with the wages and hours worked. In the event of any dispute or controversy related to the calculation of this reimbursement, the Parties agree to resolve such dispute or controversy under the provisions of Section 9 on Mediation and Arbitration.

- 3.1.2. Engineers. College and City acknowledge and agree that certain instructional staff employed by College are also employed as firefighting personnel by City. College and City further acknowledge and agree that only a qualified firefighting engineer may operate a City vehicle during all College drills and training exercises at FTF (the "Engineer"), and that no College instructor or student who is not a qualified firefighting engineer employed by City may operate a City vehicle. For efficient and economical use of personnel employed by both College and City, College and City agree that:
 - 3.1.2.1. The Engineer must, at all times, be a qualified firefighting engineer employed by City;
 - 3.1.2.2. College may designate an instructional staff member as the Engineer for any given College drill, training exercise, session, or classes at the FTF if the instructional staff member is also a qualified firefighting engineer employed by City;
 - 3.1.2.3. The Engineer may, but is not required to be, the same College instructional staff member designated to serve as Safety Officer; and
 - 3.1.2.4. If, for any reason, College is unable to designate an Engineer who is both an instructional staff member of College and a qualified firefighting engineer employed by City, City agrees to provide a qualified firefighting engineer to serve as the Engineer subject to reimbursement by College for the cost of such qualified firefighter as provided herein.
 - 3.1.2.5. If City provides a qualified firefighter to serve as the Engineer, the cost shall be reimbursed at the "burden rate" for the assigned firefighter, which will be calculated by the hourly pay rate for the assigned firefighter multiplied by the number of hours worked, plus all employee-related expenses associated with the wages and hours worked. In the event of any dispute or controversy related to the calculation of this reimbursement, the Parties agree to resolve such dispute or controversy under the provisions of Section 9 on Mediation and Arbitration.
- 3.1.3. Pre-Approval of Designated Safety Officers and Engineers. The Parties agree that, prior to the start of each semester under College's academic calendar, a list of College's designated Safety Officers and Engineers will be submitted to City for approval. City shall review and either approve or disapprove individual College designees based on acceptable standards and qualifications to serve as a Safety Officer and/or Engineer. Such approval of disapproval shall be completed and returned to College prior to the start of College's semester term. If, at any time, a pre-approved Safety Officer or Engineer is unable to serve in such capacity, either temporarily or for the remainder of the semester, the Parties may agree on another individual to serve a Safety Officer or Engineer, which may include a qualified firefighter to serve as Safety Officer or Engineer provided by City, subject to reimbursement by College as provided in Sections 3.1(a)(4) and 3.1(b)(5).
- 3.1.4. <u>Safety and Operations During College Instructional Sessions at FTF.</u> College and City agree that safety shall be a paramount concern during all College drills and training exercises at FTF. City and College further agree that the Safety Officer may, at any time, stop any College drill or training session that the Safety Officer determines is unsafe or to confirm whether FTF operational and safety policy and procedures are being followed and

maintained. College and City also agree that establishing and maintaining safe operations during College drills and safety exercises includes adherence to Sections 3.1(a), (b), and (c) herein above.

3.2. Employees of College and City.

- 3.2.1. Employees of College. Throughout the term of this Agreement, an individual employed as an instructor by College shall remain an employee of College and subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to continuing approval by City under the terms and conditions of this Agreement. Should a College instructor violate City policy or procedure, City may withdraw its approval of the instructor under the terms and conditions of this Agreement. Upon such withdrawal of approval, College shall propose another qualified instructor and notify City in writing of the proposed substitute, who must be approved or disapproved in writing by City pursuant to the terms of this Agreement.
- 3.2.2. Employees of City. Throughout the term of this Agreement, an individual employed by City as a firefighter shall remain an employee of City and subject to the terms and conditions of the individual's employment contract and City policy, but shall also be subject to continuing approval by College under the terms and conditions of such individual's instructional or other contract with College, if any, and this Agreement. Should a City firefighter violate College policy or procedure, College may take any action authorized under College policy and procedure and such individual's contract with College, if any, and under this Agreement.
- 3.2.3. Operations, Supervision, and Employment-Related Expenses. Each Party agrees to be responsible for the conduct of its operations, the performance of obligations under this Agreement, and the actions of its own personnel while performing services under this Agreement. Each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation, and disability and other benefits.
- 3.2.4. Worker's Compensation. The Parties agree that this Agreement does not create or effect an intergovernmental joint operation, co-employment, or employment-employee arrangement. Nonetheless, the Parties further agree to comply with the requirements of Arizona's worker's compensation statute, Arizona Revised Statutes, Title 23, Chapter 6, including the provisions of A.R.S. § 23-1022(D)-(E) regarding intergovernmental agreements and notice to employees.
- 3.3. <u>Facility Use Only.</u> The Parties agree that this Agreement is limited to the express purposes and uses set forth in this Agreement and does not imply or establish any joint educational or instructional classes or programs, nor imply or establish any dual enrollment or dual credit classes or programs.
- 3.4. Risk to Health or Safety. If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present an unreasonable risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within forty-eight (48) hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences

- within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.
- 3.5. Confidential Records. The Parties do not anticipate sharing confidential records of any nature by either Party with the other Party. Nonetheless, the Parties agree that all student records shall be kept confidential and may be shared only in accordance with the Family Education Rights and Privacy Act (20 U.S.C. §1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, the applicable portions of the Health Insurance Portability and Accountability Act of 1996 (Pub.L. 104-191) ("HIPAA"), and applicable state laws and College policies controlling the disclosure of personally identifiable information from a student's education records. City acknowledges and agrees that this Section 3.5 extends to City employees who are also employed by College in an instructional capacity.
- 3.6. Storage and Use of College's Mobile Air Resupply Unit. The Parties acknowledge and agree that College is the owner of a mobile five-stage air compression system for filling self-contained breathing apparatuses used by fire fighters that is mounted on a trailer (identified by serial no. 5E2B11626E1049328) (the "Air Trailer"). City agrees that, during the term of this Agreement, College may store its Air Trailer in a City fire station to be determined by agreement of the Parties, and College agrees that City may use College's Air Trailer for emergency response and training within City's jurisdiction or the jurisdiction of any of City's mutual-aid partners. City's Fire Science Coordinator or designee will oversee the use and transportation of College's Air Trailer and all related equipment when utilized by City during trainings or incident response. The Fire Science Coordinator will report in writing any and all damage to College's Air Trailer and all related equipment to the Dean of Career and Technical Education promptly upon learning of such damage.
- 3.7. <u>Temporary Storage Box.</u> City agrees to allow College to place a temporary storage box onsite at FTF to allow College to store training supplies and equipment. College agrees that the temporary storage box must comply with all City ordinances, the Flagstaff City Code, and Flagstaff Fire Department policies and procedures. College agrees that City shall have the right to remove the temporary storage box if not in compliance after College has been given an opportunity to cure any such non-compliance.
- 3.8. <u>Disposition of Property.</u> The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, any equipment furnished or purchased by College for use in drills, training exercises, or classes at FTF shall be retained by College. Upon termination of this Agreement, any equipment furnished or purchased by City for use while utilizing College's classroom space and facilities shall be retained by City.

4. Effective Date and Term.

- 4.1 <u>Effective Date</u>. This Agreement will become effective for each PARTY after approval by its governing body (the "Effective Date").
- 4.2 <u>Term</u>. Except as otherwise provided in this Agreement, this Agreement will remain in effect for a period of five years, unless extended or terminated by action of the PARTIES.

5. Termination and Renewal

- 5.1. Either Party may terminate this Agreement immediately upon written notice if the other Party defaults in any obligation imposed on it under this Agreement and does not cure any such default within twenty (20) days after receipt of written notice from the Party not in default.
- 5.2. This Agreement may be terminated by either Party without cause upon thirty (30) days' written notice.
- 5.3. <u>Renewal.</u> This Agreement may be renewed for two (2) additional five (5) year periods, subject to agreement by the PARTIES. For the City of Flagstaff, the City Manager shall be authorized to approve such renewals

6. Conflict of Interest

The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Section 38-511 of the Arizona Revised Statutes.

7. Compliance with All Laws

Each PARTY shall comply with all federal, state, and local laws, rules and regulations.

8. Notices

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and sent to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this section:

If to the City: If to the College:

Fire Chief Director of Purchasing & Auxiliary Services

Flagstaff Fire Department Coconino Community College
City of Flagstaff 2800 S. Lone Tree Road
211 West Aspen Avenue Flagstaff, Arizona 86005

Flagstaff, Arizona 86001

9. Indemnification.

Each PARTY to this Agreement shall indemnify, defend and hold harmless the other PARTIES, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying PARTY or PARTIES, provided however, nothing herein shall be construed to expand the liability of any PARTY or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. §48-818. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its PARTIES.

10. Liability Insurance

Each PARTY shall bear the risk of its own actions and shall determine for itself an appropriate level of liability insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a PARTY.

11. Severability.

In the event that a court of competent jurisdiction shall hold any part or provision of the Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the parties hereto.

12. Non-Assignability.

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

13. Non-Appropriation.

This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement

14. No Third Party Beneficiaries.

The parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties to this Agreement, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

15. Records and Retention Requirements.

The Parties shall retain all records related to this Agreement, and each party shall have the right to inspect all records of the other party pertaining to the Agreement. The Parties shall retain all records related to this Agreement for a period of time consistent with each Party's records retention policy. This record retention requirement shall remain in effect following expiration of this Agreement.

16. Governing Law.

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order. All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

17. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification

requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

18. Compliance with Non-Discrimination Laws.

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information Nondiscrimination Act of 2008

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff	Coconino County Community College District
Mayor	President
Wayor	rresident
Attest:	Attest:
City Clerk	Executive Assistant to the President
Approved as to form:	Approved as to form:
City Attorney	Attorney for the College

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tiffany Antol, Planning Director

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

<u>Consideration and Adoption:</u> Public safety development fee Land Use Assumptions and Infrastructure Improvement Plan.

STAFF RECOMMENDED ACTION:

- 1) Adopt Land Use Assumptions
- 2) Adopt the Infrastructure Improvement Plan

Executive Summary:

Arizona Revised Statutes require cities to adopt Land Use Assumptions (LUA) and an Infrastructure Improvement Plan (IIP) prior to considering the adoption of development fees. The LU and IIP provide the basis for establishing development fees. The City is considering continuing public safety fees for police and fire infrastructure only.

Financial Impact:

The adoption of the revised LUA and IIP does not have a direct financial impact on the budget, however, it is a necessary step prior to considering the adoption of public safety development fees, which will fund capital improvements and equipment needed to provide police and fire services to new residential and non-residential projects.

Policy Impact:

Without the adoption of the new LUA and IIP, the public safety development fee program will come to an end.

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

Council Goals

Transportation and Other Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Flagstaff Regional Plan

Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure. Policy CD.1.3. Analyze the feasibility of expanding development fees within the City of Flagstaff, which may enable future development to provide for adequate off-site improvements and facilities. Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public

facilities, services, and infrastructure.

Team Flagstaff Strategic Plan

Foster a Resilient and Economically Prosperous City

• Enhance the organization's fiscal stability and resourcefulness

Has There Been Previous Council Decision on This:

The City of Flagstaff adopted police and fire development fees in 2008. Since then the public safety development fees have been readopted twice: in 2011 and in 2014.

The City Council held a work session on the draft Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) on January 7, 2020. The City Council then held a public hearing on the draft LU and IIP on February 28, 2020. The Council agreed with the direction to schedule the adoption of the LU and IIP for April 7, 2020.

Options and Alternatives:

- Adopt the LUA and IIP and direct staff to finalize the proposed development fees, provide notice
 of May 19, 2020, public hearing on the proposed fees, publish the proposed fees on the City
 website, and distribute to interested parties.
- 2. Reject the LUA and IIP and provide direction to modify the LU and IIP for reconsideration.
- 3. Direct staff to stop the renewal process and allow the current public safety development fee program to end.

Background/History:

At the January 7, 2020 work session, City consultant TischlerBise provided an overview of the draft Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP). After receiving public input at the February 18, 2020, public hearing, Council did not direct staff to make changes to the LU and IIP, which is moving forward as presented. Staff is now presenting the LUA and IIP for adoption separately.

The Land Use Assumptions (LUA) are found in Appendix C (page 33) of the April 7, 2020, TischlerBise report. The LUA provides demographic estimates and development projections that are used to prepare the IIP and calculate development fees. Key land use assumptions for the City of Flagstaff development fee study are population, housing units, and employment projections. 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. The LUAs provide an analysis of single-family and multi-family residential units by bedroom size. The average person per household increases as the number of bedrooms increase, thus increasing the demand for services. This methodology provides a more accurate estimate of the demand generated by residential units.

The report also includes the methodology to develop the IIP for both fire and police services. 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. 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 equitable to various types of development.

Fire fees will be used to fund facilities, apparatus, and communications equipment as well as the cost of preparing the Fire Facilities IIP and related Development Fee Report. Police fees will provide for facilities, vehicles, and communications equipment. The demand for specific services is summarized through the IIP and a schedule of Fire Facilities Development Fees (Figure F11, page 17) and for Police

Facilities Development Fees (Figure P11, page 28) are found in the report.

Key Considerations:

Development fees provide a base standard that all developers are aware of and can plan for as they look to propose development in our community. Should development fees not be assessed, this same type of financial consideration will still need to be attained; however, negotiations with each developer will occur separately which may result in an unequal burden due to the timing of a development.

Expanded Financial Considerations:

The study that is provided to calculate the Public Safety development fees covers a 10-year growth horizon. The development fees themselves, however, are updated every five years to assure the planning and needed services are either confirmed or are updated to match current community needs.

Community Benefits and Considerations:

Impact fees assess new development their fair share of cost for the expanded network of service that will need to be provided.

Community Involvement:

Inform - The draft Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) were published on the City website on December 2, 2020. Staff has prepared the attached memo which was provided to the Northern Arizona Building Association, Northern Arizona Association of Realtors, and the Chamber of Commerce. Staff has offered to make individual presentations to any interested group.

Consult - A public hearing on the LUA and IIP was held on February 18, 2020. The next public hearing will be held on May 19, 2020, to discuss the proposed fees. The public will also have a chance to comment on July 7, 2020.

Expanded Options and Alternatives:

- Adopt the LUA and IIP and direct staff to finalize the proposed development fees, provide notice of a May 19, 2020 public hearing on the proposed fees, publish the proposed fees on the City website, and distribute to interested parties.
- 2. Reject the LUA and IIP and provide direction to modify the LU and IIP for reconsideration.
- 3. Direct staff to stop the renewal process and allow the current public safety development fee program to end.

Attachments: April 7, 2020 Draft LU and IIP

Public Information Memo

Presentation

Land Use Assumptions, Infrastructure Improvements Plan, and DRAFT Development Fee Report

Prepared for: Flagstaff, Arizona

April 7, 2020



4701 Sangamore Road Suite S240 Bethesda, MD 20816 301.320.6900 www.TischlerBise.com [PAGE INTENTIONALLY LEFT BLANK]



TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION	
Necessary Public Services	
Infrastructure Improvements Plan	
Qualified Professionals	
Conceptual Development Fee Calculation	
Evaluation of Credits/Offsets	
DEVELOPMENT FEE REPORT	4
METHODOLOGY	
DEVELOPMENT FEE COMPONENTS	5
PROPOSED DEVELOPMENT FEES	<i>6</i>
CURRENT DEVELOPMENT FEES	
DIFFERENCE BETWEEN PROPOSED AND CURRENT DEVELOPMENT FEES	
Fire Facilities IIP	8
Service Area	
Proportionate Share	
RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT	
ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES	
Facilities - Incremental Expansion	10
Apparatus – Incremental Expansion	
Communications Equipment – Incremental Expansion	
IIP and Development Fee Report – Plan-Based	
FIRE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN	
PROJECTED DEMAND FOR SERVICES AND COSTS	
Facilities	
Apparatus	
Communications Equipment	
FIRE FACILITIES DEVELOPMENT FEES	
FIRE FACILITIES DEVELOPMENT FEE REVENUE	
POLICE FACILITIES IIP	19
Service Area	
Proportionate Share	
RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT	
Analysis of Capacity, Usage, and Costs of Existing Public Services	
Facilities - Incremental Expansion	
Vehicles - Incremental Expansion	
Communications Equipment – Incremental Expansion	
Development Fee Report – Plan-Based	
POLICE FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN	
PROJECTED DEMAND FOR SERVICES AND COSTS	
Facilities	
Vehicles	
Communications Equipment	
Police Facilities Development Fees	
Police Facilities Development Fees	
POLICE FACILITIES DEVELOPMENT FEE REVENUE	



APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES	30
REVENUE PROJECTIONS	
APPENDIX B: PROFESSIONAL SERVICES	32
APPENDIX C: LAND USE ASSUMPTIONS	33
SUMMARY OF GROWTH INDICATORS	33
RESIDENTIAL DEVELOPMENT	34
Recent Residential Construction	
Household Size	35
Occupancy by Unit Type and Bedrooms	
Single-Family Occupancy by Bedroom Range	36
Multi-Family Occupancy by Bedroom Range	36
Residential Estimates	
Residential Projections	37
Nonresidential Development	38
Nonresidential Estimates	38
Nonresidential Square Footage Estimates	
Nonresidential Projections	
AVERAGE WEEKDAY VEHICLE TRIPS	41
Trip Rate Adjustments	41
Commuter Trip Adjustment	41
Adjustment for Pass-By Trips	
Nonresidential Vehicle Trips Ends	
Residential Vehicle Trip Ends	
FUNCTIONAL POPULATION	43
DEVELOPMENT PROJECTIONS	44
APPENDIX D: LAND USE DEFINITIONS	45
RESIDENTIAL DEVELOPMENT	45
Nonresidential Development	46
ADDENDIVE, DEVELOPMENT FEE CEDVICE ADEA MAD	47



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 future development is paying for its share of the useful life and remaining capacity of facilities
 already built, or land already purchased, from which future development will benefit. This method
 is often used for utility systems that must provide adequate capacity before future 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 deficiencies or surplus capacity in existing infrastructure. Future development is paying only its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate future 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	Fe	es per Square Fo	ot
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	Fe	es per Square Fo	ot
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.

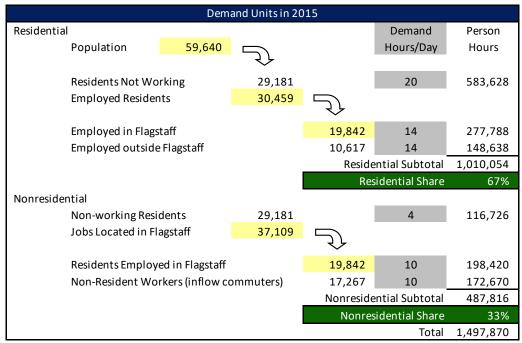
Service Area

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



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 \$5,135,00			
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			



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		



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 800 mhz	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			



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 E00	Residential	67%	Peak Population	6,706	\$2.25
Fire \$22,500	Nonresidential	33%	Jobs	1,635	\$4.54	
Police	\$22,250	Residential	66%	Peak Population	6,706	\$2.19
7011Ce \$22,230	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	ĊE14
	0.4146 Square Feet	per Job	\$514

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	¢274.667
	0.0003 Units	per Job	\$374,667

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	\$6,755

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	Proposed	Current	Chango	
	Household ¹	Fees	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	Proposed	Current	Chango
Development Type	1,000 Sq Ft ¹	Fees	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	Multi-Family	Ind / Flex	Comm / Retail	Office / Inst
		\$1,083	\$868	\$0.40	\$0.81	\$1.03
		per unit	per unit	per Sq Ft	per Sq Ft	per Sq Ft
Yea	ar	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 I	ncrease	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%



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	
2010.00	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	Trip	AWVT per
Development Type	1,000 Sq Ft ¹	Adjustment	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 (0.3272 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 Fac	tors
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	



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	



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 800 mhz	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	



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 E00	Residential	67%	Peak Population	6,706	\$2.25
Fire \$22,500	Nonresidential	33%	Jobs	1,635	\$4.54	
Police	\$22,250	Residential	66%	Peak Population	6,706	\$2.19
Police \$22,250	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



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	\$40.262
	0.0002 Units	per Vehicle Trip	\$49,362

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
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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	¢0.140
	0.0007 Units	per Vehicle Trip	\$9,140

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	Proposed	Current	Change
Development Type	Household ¹	Fees	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	Proposed	Current	Change	
Development Type	1,000 Sq Ft ¹	Fees	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	Multi-Family	Ind / Flex	Comm / Retail	Office / Inst	
		\$537	\$430 \$0.10		\$0.78	\$0.30	
_		per unit	per unit	per Sq Ft	per Sq Ft	per Sq Ft	
Yea	ar	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 I	ncrease	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
rite	\$22,500	Nonresidential	33%	Jobs	1,635	\$4.54
Police	¢22.2E0	Residential	66%	Peak Population	6,706	\$2.19
Police	\$22,250	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 <u>Land Use Assumptions</u> 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.

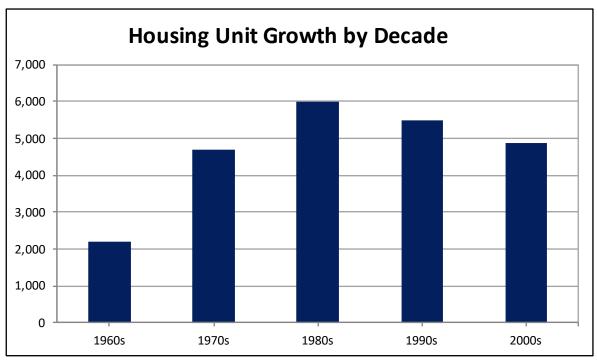
Recent Residential Construction

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

Census 2010 Housing Units	26,254
Census 2000 Housing Units	21,396
New Housing Units 2000 to 2010	4,858

Flagstaff's housing stock grew by an average of 486 housing units per year from 2000 to 2010.



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

 $^{1.\} American \ Community \ Survey, Public \ Use \ Microdata \ Sample \ for \ AZ\ PUMA\ 0400\ (2013-2017\ 5-Year\ Estimates).$

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 single-family control totals for Flagstaff (2.66), based on American Community Survey 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 multifamily 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	2018	Percent of	Square Feet	2018 Estimated	Jobs per
Category	Jobs ¹	Total Jobs	per Job	Floor Area ²	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	2019	Percent of	Square Feet	2019 Estimated	Jobs per
Category	Jobs ¹	Total Jobs	per Job	Floor Area ²	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	Land Use / Size	Demand	Wkdy Trip Ends	Wkdy Trip Ends	Emp Per	Sq Ft
Code	Larid Ose/ Size	Unit	Per Dmd Unit ¹	Per Employee ¹	Dmd Unit	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

 $^{1.\ \}underline{\text{Trip Generation}}, \text{Institute of Transportation Engineers}, 10 th \ \text{Edition (2017)}.$



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.

 $\label{thm:condition} $$ \t $$$ \t $$ \t $$$ \t $$$ \t $$$ \t $$$ \t $$$$ \t $$$$ \t $$$$ \t $$$$\t $$$$\t $$$$\t $$$$\t $$$\t $$$\t $$$$\t $$$$\t $$$$\t $$$$\t $$$\t $$$$\t $$$\t $$$\t $$$\t $$



^{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 x 0.50 x 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.

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	Land Use / Size	Demand	Wkdy Trip Ends	Wkdy Trip Ends	Emp Per	Sq Ft
Code	Land Ose / Size	Unit	Per Dmd Unit ¹	Per Employee ¹	Dmd Unit	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

 $^{1.\ \}underline{\text{Trip Generation}}, \text{Institute of Transportation Engineers}, 10 th \ \text{Edition (2017)}.$

Residential Vehicle Trip Ends

ITE publishes vehicle trip generation rates for residential development. Based on the 10th Edition of <u>Trip Generation</u> (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.

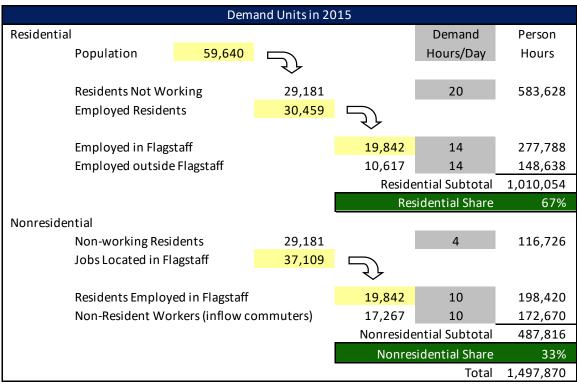


FUNCTIONAL POPULATION

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. 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



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.

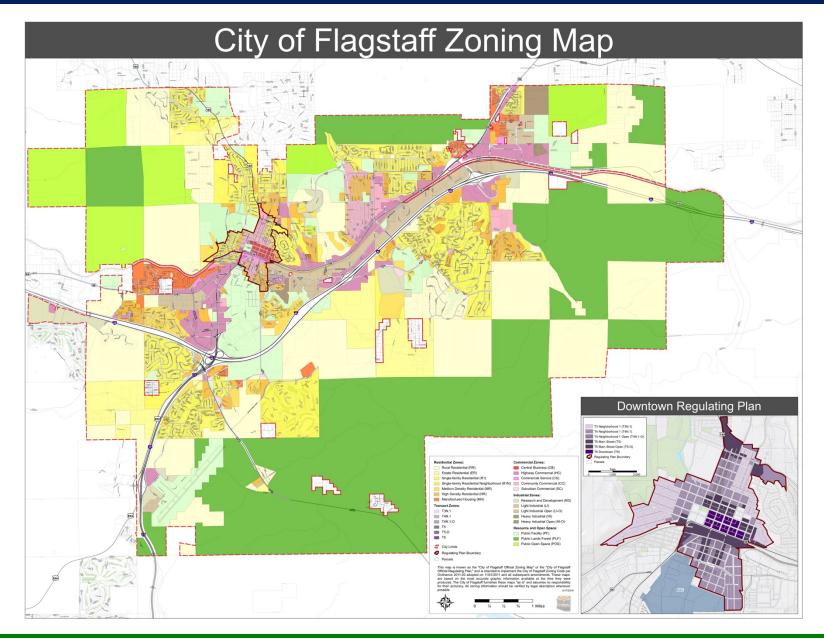
Industrial / Flex: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

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







COMMUNITY DEVELOPMENT

MEMORANDUM

Date: January 14, 2020

To: All Interested Parties

From: Tiffany Antol, Planning Director

Subject: Public Safety Development Fee Renewal

The City of Flagstaff began collecting development fees, also known as impact fees, in 2009. The City currently collects fees for public safety purposes, limited to capital projects and equipment for the Police and Fire Departments. Fees can only be used to fund service level demands that have increased directly as a result of community growth. The current fees were adopted in 2014 and Arizona Revised Statutes requires that all development fee programs are reviewed and updated every five years.

In order for the City Council to review and update development fees they must first review and adopt Land Use Assumptions, which model future growth, and an Infrastructure Improvement Plan, which identifies what the fees will be used for. An updated and revised <u>Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report</u> was prepared by consulting firm TischlerBise on August 29, 2019. The draft report is available on the City's website at: <a href="https://www.flagstaff.az.gov/DocumentCenter/View/62338/Flagstaff-LUA-IIP-and-Fees-082919?bidId="https://www.flagstaff.az.gov/DocumentCenter/View/62338/Flagstaff-LUA-IIP-and-Fees-082919?bidId="https://www.flagstaff.az.gov/DocumentCenter/View/62338/Flagstaff-LUA-IIP-and-Fees-082919?bidId="https://www.flagstaff.az.gov/DocumentCenter/View/62338/Flagstaff-LUA-IIP-and-Fees-082919?bidId="https://www.flagstaff.az.gov/DocumentCenter/View/62338/Flagstaff-LUA-IIP-and-Fees-082919?bidId="https://www.flagstaff.az.gov/DocumentCenter/View/62338/Flagstaff-LUA-IIP-and-Fees-082919?bidId="https://www.flagstaff.az.gov/DocumentCenter/View/62338/Flagstaff.az.gov/DocumentCenter/Vie

A public hearing is scheduled on February 18, 2020 at 6:00 pm to present information and discuss the draft plan which also covers proposed fees. At this time the City is encouraging all interested parties to review the report and proposed fees and provide public comment either at the public hearing or in writing to staff. If you are your organization would like to learn more about the growth projections, planned capital program or the current or proposed fees, City staff is available to make a presentation.

Important Dates

February 18, 2020: Public Hearing on draft Land Use Assumptions, Infrastructure Improvements

Plan, and Development Fee Report (LUA and IIP)

April 7, 2020: Council scheduled to adopt LUA and IIP

May 19, 2020: Public Hearing on proposed Public Safety Development Fees

July 7, 2020: Adopt Public Safety Development Fees
September 21, 2020: Updated Development Fees become effective

To schedule a presentation, submit questions or provide comments please contact:

Tiffany Antol, Planning Director City of Flagstaff, 211 W Aspen St 928-213-2605 tantol@flagstaffaz.gov



Adoption of Draft Land Use Assumptions ad Infrastructure Improvement Plans in support of Public Safety Development Fees

April 7, 2020









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.





Public Safety Development Fees

- After a 2005 study to consider the full range of Development Fees the City elected to impose ONLY Public Safety Development Fees.
- The first Fees went into effect in 2009.
- Since 2009 the fees have adjusted twice due to changes in Development Fee statutes.
- The City of Flagstaff currently imposes fees on all **NEW** single-family and multi-family residential, commercial, office, and industrial flex space for Police and Fire.





Every 5 Years

- State statutes require that all existing development fees be reviewed and updated every 5 years.
- The latest fees were adopted in 2014.
- Prior to updating fees the City must first adopt a new Land Use Assumptions and Infrastructure Improvement Plan (LUA and IIP).
- The draft LUA and IIP was presented to Council in a work session on January 7th. A public hearing on the draft is scheduled for February 18th. Adoption on April 7th.



Development Fees



Draft Land Use Assumptions

- Projections of changes in land uses, densities, intensities, and population for a specified area (entire city) over a period of at least ten years and pursuant to the General Plan.
- Key land use assumptions for the City of Flagstaff study are population, housing units and employment projections.
- During the next 10 years, citywide development projections indicate an average of approximately 560 single-family housing units and approximately 130,000 square feet of nonresidential floor area per year.

Land Use Assumptions

Residential: Single-family unit growth will follow recent trends, multi-family growth based on projects in development pipeline

Flogstoff Arizona	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year
Flagstaff, Arizona	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
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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





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	Π	2.60	50%



Fire



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





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	Proposed	Current	Change
Development Type	Household ¹	Fees	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

Alternative:
Single-Family \$1,083
Multi-Family \$868

Nonresidential Development	Fees per Square Foot			
Development Type	Jobs per	Proposed	Current	Change
Development Type	1,000 Sq Ft ¹	Fees	Fees	Citalige
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



Police



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





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	Proposed	Current	Change
Development Type	Household ¹	Fees	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			
Dovolon mont Type	AWVT per	Proposed	Current	Chango
Development Type	1,000 Sq Ft ¹	Fees	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 \$0.78 \$1.59 Commercial / Retail \$0.81 \$1.03 \$0.30 \$1.33 Office / Institutional \$263 Hotel (per room) \$202 \$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



Adoption of Draft Land Use Assumptions ad Infrastructure Improvement Plan in support of Public Safety Development Fees

April 7, 2020





CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

Consideration and Adoption of Resolution No. 2020-15: A resolution of the City Council of the City of Flagstaff, Arizona, calling a Special Election to be held on August 4, 2020, in conjunction with the City's Primary Election, to submit a question to the registered voters of Flagstaff proposing a permanent adjustment to the 1979-80 base expenditure limitation of the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Read Resolution No. 2020-15 by title only
- 2) City Clerk reads Resolution No. 2020-15 by title only (if approved above)
- 3) Adopt Resolution No. 2020-15

Executive Summary:

The City is requesting an additional \$4.0 million adjustment to the 1979 - 1980 base expenditure limitation as related to increases in local tax and other revenue increases since 2006. This base adjustment would subsequently increase the expenditure limitation of \$30 million to a total estimated \$205 million for FY 2021-2022. Calling a Special Election will put the questions to voters of the City of Flagstaff on whether they wish to approve a permanent base adjustment to our expenditure limitation.

Financial Impact:

The cost of the Special Election will be shared with Unisource Energy Services related to the franchise agreement ballot question.

Policy Impact:

None.

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

Enhance community outreach and engagement opportunities.

Has There Been Previous Council Decision on This:

There was a work session on March 10, 2020 that provided Council with information about the need for an adjustment to the City's expenditure limitation.

THe City Council adopted a Resolution on March 17, 2020 that allowed City staff to submit a detailed analysis to the Auditor General in preparation for a possible ballot question.

Attachments: Res. 2020-15

RESOLUTION NO. 2020-15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, CALLING A SPECIAL ELECTION TO BE HELD ON AUGUST 4, 2020, IN CONJUNCTION WITH THE CITY'S PRIMARY ELECTION, TO SUBMIT A QUESTION TO THE REGISTERED VOTERS OF FLAGSTAFF PROPOSING A PERMANENT ADJUSTMENT TO THE 1979-80 BASE EXPENDITURE LIMITATION OF THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, the Arizona State Constitution permits the submission to the voters of a city or town of a permanent adjustment to the base expenditure limitation; and

WHEREAS, the City Council of the City of Flagstaff has determined that a permanent base adjustment is necessary for the City of Flagstaff

ENACTMENTS:

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

SECTION 1: That the City Council hereby calls a Special Election of the City to be held on August 4, 2020, for the purpose of submitting to the qualified electors of the City the question substantially in the form set forth in Exhibit "A" attached hereto (the "Official Ballot").

SECTION 2: That

- (A) notice of the Special Election of August 4, 2020, shall be given by mailing an Informational Pamphlet to each household that contains a registered voter within the City not less than thirty-five (35) days before the date of the Election.
- (B) the Clerk of the City is hereby authorized and directed to cause the Informational Pamphlet to be prepared and so mailed according to law and the provisions of this resolution under the circumstances described herein.

SECTION 3: That the Informational Pamphlet shall contain the information required by Section 35-454, Arizona Revised Statutes, as amended, and a sample of the Official Ballot shall be in a form the Clerk of the City deems acceptable.

SECTION 4: That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

SECTION 5: That the Clerk of the City is hereby authorized to request arguments for and against the appropriate subject matter of the Election for inclusion in the Informational Pamphlet by providing the notice in substantially the form attached hereto as marked Exhibit "B" (hereinafter referred to as the "Notice for Arguments") by posting the Notice of Arguments at all places at which notices of meetings of the City Council are posted and publishing the Notice of Arguments

in the *Arizona Daily Sun*. The deadline to submit arguments shall be 4:00 p.m. MST on May 6, 2020.

SECTION 6: That the polling places and the time the polls will be opened and closed shall be as provided in the Informational Pamphlet. The City Council hereby:

- (A) establishes the election precincts for the Primary/Special Election as those with the same boundaries as the election precincts as provided in Section 16-411, Arizona Revised Statutes, as amended, except as otherwise provided hereby;
- (B) designates each polling place in each precinct as so designated for such precinct;
- (C) approves the consolidation of any precincts as determined to be necessary by the Clerk of the City and by such indication deems such consolidation as necessary for purposes of the Election; and
- (D) with respect to any polling place for a precinct designated within an adjacent precinct, finds that no suitable polling place is available within such precinct.

SECTION 7: That

- (A) the Clerk of the City is hereby authorized and directed to coordinate with the County to have printed and, if appropriate, delivered to the election officers at said polling places, to be by them furnished to the qualified electors of the City offering to vote at the Election, the appropriate version of the Official Ballot.
- (B) in order to comply with the Voting Rights Act of 1965, as amended, the following items pertaining to the Election shall be translated into Spanish as required, to-wit: Informational Pamphlet, Official Ballot, Notice for Arguments, early voting materials and instructions at the polling places.

SECTION 8: That

- (A) the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.
- (B) early voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.
- (C) the Clerk of the City is authorized and directed, if necessary, to enter into a contract with the County Recorder of the County, to obtain precinct registers for the Election and, if necessary, to enter into an agreement with the Elections Department of the County to conduct the Election for the City.
- (D) all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.

(E) the Clerk of the City is hereby further authorized to take all other necessary action to facilitate the Election.

SECTION 9: That

- (A) the Election shall be canvassed and the results thereof certified by the City Council within twenty (20) days of the Election, as provided by law.
- (B) the City Council shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 7th day of April, 2020.

	MAYOR	
ATTEST:		
CITY CLERK		
APPROVED AS TO FORM:		
CITY ATTORNEY		

Exhibits:

A – Official Ballot

B – Notice for Arguments

EXHIBIT A

OFFICIAL BALLOT

PROPOSITION NO. XXX

OFFICIAL TITLE: A MEASURE REFERRED TO THE PEOPLE BY THE FLAGSTAFF CITY COUNCIL RELATING TO AUTHORIZATION TO PERMANENTLY ADJUST THE CITY OF FLAGSTAFF EXPENDITURE BASE

DESCRIPTIVE TITLE: Shall the expenditure base of the City of Flagstaff be permanently adjusted by \$4,000,000.

	Proposition XXX
A "yes" vote shall have the effect of allowing the City to permanently adjust the expenditure base by \$4,000,000.	Yes
A "no" vote shall have the effect of requiring the City to operate under the existing expenditure base.	No

EXHIBIT "B"

FORM OF NOTICE FOR ARGUMENTS

REQUEST FOR ARGUMENTS FOR AND AGAINST ISSUES TO BE PLACED ON THE BALLOT OF THE CITY'S PRIMARY/ SPECIAL ELECTION TO BE HELD ON AUGUST 4, 2020

Pursuant to resolutions adopted by the Council of the City of Flagstaff, Arizona (the "City"), on April 7, 2020, (the "Resolutions"), the following questions to be considered by the qualified electors of the City were ordered to be placed on the ballot at the City's Primary/Special Election to be held on August 4, 2020 (the "Election").

Notice of the Election will be given by mailing an informational pamphlet to include arguments for and against the questions to be considered at the Election. (The full text of the questions to be considered at the Election are included in the respective resolutions which are available at the Office of the Clerk, 211 West Aspen Avenue, Flagstaff, Arizona 86001, and will be available on the City's website under City Clerk/Elections). Any person interested in providing any such argument(s) is hereby requested to provide the same to the City Clerk, before 4:00 p.m., Arizona time on Wednesday, May 6, 2020.

In accordance with Arizona Revised Statutes, each argument filed shall not exceed 300 words and shall contain the sworn statement of each person sponsoring it; if the argument is sponsored by an organization, it shall contain the sworn statement of two executive officers of the organization or if sponsored by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. Each argument filed shall also be submitted in electronic format to the City Clerk's Office at stacy.saltzburg@flagstaffaz.gov. The person or persons signing the argument shall identify themselves by giving their residence or post office address and a telephone number, which information shall not appear in the pamphlet.

PROPOSITION NO. XXX PROPOSITION NO. XXX

Franchise Agreement with UNS Gas, Inc. (Resolution No. 2020-16) Permanent Adjustment of the City's Expenditure Base (Resolution No. 2018-15)

If you have any questions about the foregoing, please contact Stacy Saltzburg, City Clerk, at 928-213-2076.

/s/ Stacy Saltzburg

Stacy Saltzburg, Flagstaff City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE:

Consideration and Approval of Franchise Agreement and Adoption of Resolution No. 2020-16: A resolution of the City Council of the City of Flagstaff, Arizona, calling a Special Election to be held on August 4, 2020, in conjunction with the City's Primary Election, declaring a proposed gas franchise beneficial to the City of Flagstaff; designating the text of a question authorizing the City of Flagstaff to enter into a franchise agreement and setting forth the proposed franchise agreement in full, to be voted on by the qualified electors of the City of Flagstaff, pursuant to the Constitution and laws of the State of Arizona and the Charter of the City of Flagstaff

STAFF RECOMMENDED ACTION:

- 1) Approve Franchise Agreement
- 2)Read Resolution No. 2020-16 by title only
- 3) City Clerk reads Resolution No. 2020-16 by title only (if approved above)
- 4) Adopt Resolution No. 2020-16

Executive Summary:

UNS Gas, Inc., an Arizona public service corporation doing business as UniSource Energy Services ("UES" or "UniSource"), has a franchise to use the public rights-of-way and easements in the City of Flagstaff to construct, operate and maintain facilities for the handling, production, manufacturing, transporting, storing, sale and distribution of natural gas. This franchise expires in October 2020.

UniSource has submitted a proposed franchise (see attached) and requested a franchise election in August 2020 to seek voter approval. The Arizona Constitution provides that only voters may approve a franchise, and the term may not exceed 25 years.

The final negotiated franchise agreement will be provided prior to the April 7, 2020 Council Meeting.

Financial Impact:

UniSource will be paying its fair share of the election costs.

Policy Impact:

It is Council policy to set rates or refer certain rates to the Flagstaff voters for consideration.

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

Enhance community outreach and engagement opportunities. It is recognized that natural gas extraction may pose additional climate risk.

Has There Been Previous Council Decision on This:

There was a Work Session on March 10 that provided Council with information about the proposed franchise and UniSource.

Council requested additional information from UniSource and this has been provided: (1) Yes, UniSource has an exclusive right to serve northern Arizona, per the Arizona Corporation Commission. See enclosed map. (2) UniSource believes the new law codified in A.R.S. Sections 9-468 and 9-810 will not affect its franchise operations in Flagstaff. See enclosed new law.

Options and Alternatives:

- 1. Adopt the Resolution, and find the granting of a franchise is beneficial to the City;
- 2. Not adopt the Resolution (Not Recommended). In this case we may not be able to meet election deadlines for the August 4, 2020 election, and the franchise would expire.

Background/History:

UniSource, as successor in interest to Citizens Utilities, has been serving Flagstaff customers for many years. The current franchise was approved in 1995.

Council previously inquired about recent legislation governing the utility. The recent law, codified at A.R.S. Section 9-457 and 9-810, applies to all utility services (water, wastewater, natural gas, including propane gas, and electric service). It prohibits municipalities from restricting a person's ability to use the services of a utility provider that is capable and authorized to provide utility service at the person's property. It also requires that building permit fees be the same for all utility providers (not be discriminatory).

Key Considerations:

Flagstaff residents and businesses rely on natural gas for energy.

Expanded Financial Considerations:

The 2% franchise fee currently generates about \$430,000 in revenues for the General Fund. The franchise fee payment is "passed through" to UniSource customers. Council can consider increasing the franchise fee however, the current timeline for the August election would not allow for additional negotiation with Unisource.

The 2% franchise fee is standard in all northern Arizona communities where UniSource does business. Arizona Public Service (electric company) pays a 2% franchise fee to the City. Each additional 1% increase in the franchise fee will bring in an additional \$215,000 to the City's General Fund.

Community Benefits and Considerations:

Renewal of the UniSource franchise will be beneficial to the Flagstaff community that relies on natural gas as an energy source.

Community Involvement:

The public will be allowed to submit For or Against statements as to the ballot question. Flagstaff voters will be able to approve or deny the franchise renewal as part of the election process.

Attachments: Res. 2020-16

FINAL Franchise Agreement

Current 1995 franchise

Map of UNS service areas

New law re utilities

RESOLUTION NO. 2020-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, CALLING A SPECIAL ELECTION TO BE HELD ON AUGUST 4, 2020, IN CONJUNCTION WITH THE CITY'S PRIMARY ELECTION, DECLARING A GAS FRANCHISE BENEFICIAL TO THE CITY OF FLAGSTAFF; DESIGNATING THE TEXT OF A QUESTION AUTHORIZING THE CITY OF FLAGSTAFF TO ENTER INTO A FRANCHISE AGREEMENT AND SETTING FORTH THE PROPOSED FRANCHISE AGREEMENT IN FULL, TO BE VOTED ON BY THE QUALIFIED ELECTORS OF THE CITY OF FLAGSTAFF, PURSUANT TO THE CONSTITUTION AND LAWS OF THE STATE OF ARIZONA AND THE CHARTER OF THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, on September 19, 1995, the qualified electors of the City of Flagstaff approved a 25-year franchise agreement with Citizens Utilities Company, a Delaware corporation to operate, maintain and construct its natural gas transmission and distribution pipelines and facilities throughout the City of Flagstaff's (the "City") public rights-of-way (the "Current Franchise"); and

WHEREAS, UNS Gas, Inc., an Arizona public service company, doing business as UniSource Energy Services, is the current franchisee, as successor in interest to Citizens Utilities Company;

WHEREAS, Current Franchise expires on October 3, 2020, ending UNS Gas, Inc.'s right to utilize the City's rights-of-way for natural gas transmission and distribution pipelines and facilities; and

WHEREAS, UNS Gas, Inc. has submitted a proposed franchise to the City of Flagstaff for the purpose of supplying natural gas to the citizens of Flagstaff; and

WHEREAS, the Council of the City of Flagstaff has determined that it is beneficial for the City to grant a new franchise to UNS Gas, Inc., conferring the right to utilize the City's rights-of-way for natural gas transmission and distribution; and

WHEREAS, pursuant to the Arizona Constitution, Article XIII, Section 4 and Arizona Revised Statutes § 9-501 a city shall not grant a franchise for a public utility unless authorized by a majority vote of the qualified voters at a regular or special election duly and regularly called for that purpose; and

WHEREAS, pursuant to the Flagstaff City Charter, Article XII, Section 1, a public utility franchise agreement must be approved by a majority of the qualified electors in a primary, general, or special election; and

WHEREAS, the City Council desires to submit to the qualified electors of the City of Flagstaff the approval of a franchise agreement with UNS Gas, Inc. for natural gas transmission and distribution pipelines and facilities in the public rights-of-way.

ENACTMENTS:

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

SECTION 1: That the City Council hereby calls a Special Election of the City to be held on August 4, 2020, for the purpose of submitting to the qualified electors of the City the question substantially in the form set forth in Exhibit "A" attached hereto (the "Official Ballot").

SECTION 2: That the proposed franchise be published in full in some newspaper of general circulation published in the City of Flagstaff for at least thirty (30) consecutive days before the election.

SECTION 3: That

- (A) notice of the Special Election of August 4, 2020, shall be given by mailing an Informational Pamphlet to each household that contains a registered voter within the City not less than thirty-five (35) days before the date of the Election.
- (B) the Clerk of the City is hereby authorized and directed to cause the Informational Pamphlet to be prepared and so mailed according to law and the provisions of this resolution under the circumstances described herein.

SECTION 4: That the Informational Pamphlet shall contain the information required by Section 35-454, Arizona Revised Statutes, as amended, and a sample of the Official Ballot shall be in a form the Clerk of the City deems acceptable.

SECTION 5: That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

SECTION 6: That the Clerk of the City is hereby authorized to request arguments for and against the appropriate subject matter of the Election for inclusion in the Informational Pamphlet by providing the notice in substantially the form attached hereto as marked Exhibit "B" (hereinafter referred to as the "Notice for Arguments") by posting the Notice of Arguments at all places at which notices of meetings of the City Council are posted and publishing the Notice of Arguments in the *Arizona Daily Sun*. The deadline to submit arguments shall be 4:00 p.m. MST on May 6, 2020.

SECTION 7: That the polling places and the time the polls will be opened and closed shall be as provided in the Informational Pamphlet. The City Council hereby:

- (A) establishes the election precincts for the Primary/Special Election as those with the same boundaries as the election precincts as provided in Section 16-411, Arizona Revised Statutes, as amended, except as otherwise provided hereby;
- (B) designates each polling place in each precinct as so designated for such precinct;
- (C) approves the consolidation of any precincts as determined to be necessary by the Clerk of the City and by such indication deems such consolidation as necessary for purposes of the Election; and

(D) with respect to any polling place for a precinct designated within an adjacent precinct, finds that no suitable polling place is available within such precinct.

SECTION 8: That

- (A) the Clerk of the City is hereby authorized and directed to coordinate with the County to have printed and, if appropriate, delivered to the election officers at said polling places, to be by them furnished to the qualified electors of the City offering to vote at the Election, the appropriate version of the Official Ballot.
- (B) in order to comply with the Voting Rights Act of 1965, as amended, the following items pertaining to the Election shall be translated into Spanish as required, to-wit: Informational Pamphlet, Official Ballot, Notice for Arguments, early voting materials and instructions at the polling places.

SECTION 9: That

- (A) the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.
- (B) early voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.
- (C) the Clerk of the City is authorized and directed, if necessary, to enter into a contract with the County Recorder of the County, to obtain precinct registers for the Election and, if necessary, to enter into an agreement with the Elections Department of the County to conduct the Election for the City.
- (D) all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.
- (E) the Clerk of the City is hereby further authorized to take all other necessary action to facilitate the Election.

SECTION 10: That

- (A) the Election shall be canvassed and the results thereof certified by the City Council within twenty (20) days of the Election, as provided by law.
- (B) the City Council shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

Exhibits:

A – Official Ballot

B – Notice for Arguments

PASSED AND ADOPTED b	v the Cit	v Council of the City	v of Flagstaff this 7th d	av of April, 2020

	MAYOR
ATTEST:	
CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	

EXHIBIT A

OFFICIAL BALLOT

PROPOSITION NO. XXX

OFFICIAL TITLE: A MEASURE REFERRED TO THE PEOPLE BY THE FLAGSTAFF CITY COUNCIL RELATING TO A FRANCHISE AGREEMENT WITH UNS GAS, INC. FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF FLAGSTAFF, ARIZONA FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING ITS NATURAL GAS SYSTEM AND DISTRIBUTING NATURAL GAS.

DESCRIPTIVE TITLE: Consideration of a franchise agreement with UNS Gas, Inc. for a period of 25 years for the purpose of constructing, operating, and maintaining its natural gas system and distributing natural gas within the City.

distribute and sell natural gas within said City.

	Proposition XXX
A "yes" vote shall have the effect of approving a franchise agreement with UNS Gas, Inc to use the City-owned public rights-of-way to construct, operate, and maintain its natural gas system and to distribute and sell natural gas within said City.	Yes
A "no" vote shall have the effect of not approving a franchise agreement with UNS Gas, Inc to use the	
City-owned public rights-of-way to construct, operate, and maintain its natural gas system and to	No

EXHIBIT "B"

FORM OF NOTICE FOR ARGUMENTS

REQUEST FOR ARGUMENTS FOR AND AGAINST ISSUES TO BE PLACED ON THE BALLOT OF THE CITY'S PRIMARY/ SPECIAL ELECTION TO BE HELD ON AUGUST 4, 2020

Pursuant to resolutions adopted by the Council of the City of Flagstaff, Arizona (the "City"), on April 7, 2020, (the "Resolutions"), the following questions to be considered by the qualified electors of the City were ordered to be placed on the ballot at the City's Primary/Special Election to be held on August 4, 2020 (the "Election").

Notice of the Election will be given by mailing an informational pamphlet to include arguments for and against the questions to be considered at the Election. (The full text of the questions to be considered at the Election are included in the respective resolutions which are available at the Office of the Clerk, 211 West Aspen Avenue, Flagstaff, Arizona 86001, and will be available on the City's website under City Clerk/Elections). Any person interested in providing any such argument(s) is hereby requested to provide the same to the City Clerk, before 4:00 p.m., Arizona time on Wednesday, May 6, 2020.

In accordance with Arizona Revised Statutes, each argument filed shall not exceed 300 words and shall contain the sworn statement of each person sponsoring it; if the argument is sponsored by an organization, it shall contain the sworn statement of two executive officers of the organization or if sponsored by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. Each argument filed shall also be submitted in electronic format to the City Clerk's Office at stacy.saltzburg@flagstaffaz.gov. The person or persons signing the argument shall identify themselves by giving their residence or post office address and a telephone number, which information shall not appear in the pamphlet.

PROPOSITION NO. XXX Franchise Agr PROPOSITION NO. XXX Permanent Agr

Franchise Agreement with UNS Gas, Inc. (Resolution No. 2020-16) Permanent Adjustment of the City's Expenditure Base (Resolution No. 2018-15)

If you have any questions about the foregoing, please contact Stacy Saltzburg, City Clerk, at 928-213-2076.

/s/ Stacy Saltzburg

Stacy Saltzburg, Flagstaff City Clerk

Changes are shown in redline for April 7, 2020 Council Meeting

ORDINANCE NO. 20-____

AN ORDINANCE GRANTING TO UNS GAS, INC. AN ARIZONA PUBLIC CORPORATION, **ITS** LEGAL **SERVICE** REPRESENTATIVES. SUCCESSORS, LESSEES AND ASSIGNS, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN IN THE CITY OF FLAGSTAFF, STATE OF ARIZONA, AS NOW OR HEREAFTER CONSTITUTED, WORKS, SYSTEMS AND PLANTS FOR THE HANDLING, PRODUCTION, MANUFACTURING, TRANSPORTING, STORING, SALE AND DISTRIBUTION OF GAS INTO, OUT OF, AND THROUGH SAID MUNICIPALITY, AND FOR THE DISTRIBUTION AND SALE OF SUCH GAS TO SAID MUNICIPALITY, ITS INHABITANTS AND OTHERS, INCLUDING CUSTOMERS INSIDE, BEYOND, AND OUTSIDE OF THE LIMITS OF SAID MUNICIPALITY; AND TO USE THE STREETS, AVENUES, EASEMENTS, RIGHTS-OF-WAY, SIDEWALKS, ALLEYS, HIGHWAYS, **BRIDGES** AND **OTHER** STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID MUNICIPALITY FOR A PERIOD OF TWENTY-FIVE (25) YEARS; AND PRESCRIBING IN CONNECTION THEREWITH CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED; AND PROVIDING FOR THE PAYMENT TO SAID MUNICIPALITY OF A PERCENTAGE OF CERTAIN REVENUES OF GRANTEE FROM ITS OPERATIONS THEREIN: AND DECLARING AN EMERGENCY.

Section 1- Grant of Franchise:

The City of Flagstaff, a municipal corporation in Coconino County, Arizona, hereinafter called the "Municipality", hereby grants to and vests in UNS Gas, Inc., an Arizona public service corporation, hereinafter called the "Company", a non-exclusive franchise (the "Franchise") with the right to operate a gas plant, system, pipelines and works in the Municipality, as now or hereafter constituted, and the authority, license, power and privilege to maintain, construct, build, equip, conduct or otherwise establish and operate in the Municipality, works or systems and plants to manufacture, use, sell, store, distribute, convey or otherwise establish, conduct, serve, supply or furnish the inhabitants of the Municipality and others, and to the Municipality whenever it may desire to contract therefore, gas for light, fuel, power, heat, and the Company hereby is granted passage, right-of-way and the right to occupy and use in any lawful and reasonable way during the life of this Franchise every and any and all Municipality streets, alleys and other dedicated public rights-of-way, both above and beneath the surface of the same, now existing or may be hereinafter extended (the "Premises"), for the service, use, effect and lawful purpose as herein stated. This ordinance supersedes in totality that franchise previously granted under Ordinance No. 1879. The rights afforded to the Company herein shall include the right to make reasonable upgrades or

changes to the Company's facilities in response to changes in technology in order to enhance service to the Company's customers.

Section 2 Use of Premises and Relocation of Facilities:

The Company is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges herein mentioned and granted by this Franchise, provided the same do not unreasonably conflict with water or other pipes, sewer, or other pre-existing underground installations, and that all work done in the Premises by the Company shall be done with the utmost diligence and the least practicable inconvenience to the public or individuals, and that the Company shall, within a reasonable time, restore the Premises excavated by it to their original condition as nearly as practicable, subject to the reasonable approval of the Municipality. The Company will make every effort to coordinate all work with the Municipality. The Company shall remove or relocate its facilities as and when required by the Municipality to accommodate improvements within the Premises for the public benefit. and any removal or relocation shall be made at the sole cost and expense of the Company, unless the Company can demonstrate that its facilities were lawfully installed prior to the dedication to or acquisition by the Municipality of the property in question. Completed or "as-built" plans of any facilities installed or relocated by the Company shall be submitted by the Company to the Municipality as may be required by the Municipality's Public Works Director. All work and other actions as may be otherwise required or contemplated under this Franchise by the Company and/or its agents shall be in accordance with applicable federal and state laws, industry codes and Municipality codes, policies and the Company's Rules and Regulations approved by the Arizona Corporation Commission. Such removal or relocation shall be made as follows:

- A. The entire cost of relocation shall be borne by the Municipality if the company is required by the Municipality to relocate facilities which are located in easements or rights-of-way obtained by the Company prior to the dedication of the public street, alley or easement from which the facilities must be relocated. These prior rights of the Company would also be unaffected by any subsequent relocation.
- B. Except as covered in Paragraph A above and Paragraph G below, the Company shall bear the entire cost of relocating facilities located on public rights-of-way, the relocation of which is necessary for the Municipality's carrying out a function in the interest of the public health, safety or welfare. The Company's right to maintain its lines and facilities is subject to the paramount right of the Municipality to use its streets for all governmental purposes. Governmental purposes include, but are not limited to, the following functions of the Municipality:
 - 1. Any and all improvements to Municipality streets, alleys and avenues;

- 2. Establishing and maintaining sanitary sewers, storm drains, and related facilities;
- 3. Establishing and maintaining municipal parks, parkings, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property. The Municipality will consult with the Company on the placement of landscaping in the public rights-of-way where there are existing Company facilities;
- 3. Providing fire protection, which will be limited to construction of fire protection facilities and Municipality installed water lines for fire protection purposes;
- 4. Collection and disposal of garbage, which will be limited to the construction of collection and disposal facilities and will not apply to placement of dumpsters.
- 5. Construction, maintenance and repair of all governmental buildings and facilities.
- C. The installation of pipe and other facilities to serve domestic water shall be considered both governmental and proprietary and, therefore, the actual cost of relocation shall be shared by the Company paying fifty percent (50%) and the Municipality paying fifty percent (50%).
- D. The Company shall bear the entire cost of relocation of existing facilities, irrespective of the function served, where the Municipality's facilities, or other facilities occupying a right-of-way under authority of a Municipality permit or license, are located in the public right-of-way before such right-of-way is occupied by the Company and the conflict between the Company's potential facilities and other existing facilities can only be resolved expeditiously, as determined by the Director of Public Works, by the movement of the existing Municipality's or permittee's facilities.
- E. If the Municipality participates in the cost of relocation of the Company's facilities for any reason, the cost of relocation to the Municipality shall not include any betterment to the Company's facilities as they existed prior to relocation.
- F. The Municipality will not exercise its right to require utility facilities to be relocated in an unreasonable or arbitrary manner. The Company and the Municipality may agree to cooperate on the location and relocation of other facilities in the public right-of- way. The Company will obtain, and pay for, all required building permits and buy-in fees for non-gas distribution facilities such as offices, garages, repair shops and like facilities. The Municipality will provide its normal inspection

- services for these construction projects. The Municipality will not, nor will it be required by the Company to, inspect, monitor or approve construction of any gas distribution facility.
- G. In the event that the Company relocates any of its facilities at the request of the Municipality for a "governmental purpose," as that phrase is defined in Section 2.B hereof, and the Municipality fails to either: (1) exercise the function which constitutes such "governmental purpose" or; (2) complete the improvement which constitutes such "governmental purpose" within three years of completion of the relocation of the company's facilities to accommodate such "governmental purpose," the Municipality shall reimburse the Company the entire and actual cost of such relocation within ninety (90) calendar days of such billing.

<u>Section 3 Company's Compliance with Municipality Code; Plan Submitted for Approval; Construction near Municipality Facilities:</u>

- 3.1 The Company shall obtain all necessary permits (without cost, or related fees or other financial obligation to the Company pursuant to Section 8 hereof) for work in the public rights-of-way. All work in the public rights-of-way will be in compliance with applicable Municipal Codes, standards and regulations as they exist at that time. Prior to commencing any work in a right-of-way (except in emergency circumstances), the Company shall submit plans of work to be performed to the Municipality's Public Works Director for review and approval, and obtain any permit necessary for such work. The Company, upon receipt from the Municipality of any finalized plans that would require construction or relocation of Company facilities, shall advise the Municipality on the estimated amount of work required and the anticipated necessary timeframe of such work within 90 days of receipt of such plans. For purposes of budgeting and asset allocation by the Company, the Company shall have six months from the receipt of such finalized plans in which to design and to complete construction or relocation of the necessary facilities.
- 3.2 Representatives of the Municipality and the Company shall, during the entire term of this Franchise, meet at least once in each calendar year to review any projects involving the construction or modification of Municipality rights-of-way within the subsequent five-year period in order for both parties to adequately plan and budget for such actions and to determine the extent of work required of the Company, if any, for such projects.

Section 4 Indemnification:

The Company shall defend, indemnify and hold harmless the Municipality against all liabilities, claims, demands or judgments, excluding the portion of such liabilities proximately caused by the Municipality's own negligence, for injury to any person or property caused by the acts or omissions of the Company in whole or in part, in the construction, operation, repair, extension or maintenance of its property or facilities, and in the event of a determination of liability shall indemnify the Municipality.

Section 5 Insurance:

The Company agrees that at all times during the existence of this Franchise, that it will maintain in force, at its own expense, a general liability insurance, self-retention or general asset program to adequately insure and/or protect the legal liability of the Company with respect to the installation, operation, and maintenance of its facilities, together with all the necessary and desirable appurtenances authorized by this Franchise, to occupy the Premises. Such insurance program will provide protection for bodily injury and property damage arising from the operation by the Company of its facilities. The Company shall file with the Municipality documentation of such liability insurance, self-retention or general asset program within 30 days following the request of the Municipality. The City of Flagstaff shall be named as an "Additional Insured" under the policy. The policy limits or any insurance maintained in compliance with this section shall not limit the Company's indemnification requirements under Section 4 of this Franchise.

Section 6 Applicable Rates and Charges:

The rates and charges to be charged by the Company for furnishing gas service hereunder and the rules and regulations to be made and enforced by the Company for the conduct of its business shall be those on file and in effect with the Arizona Corporation Commission applicable to the service.

Section 7 Assignment:

The Company shall have the right and privilege of assigning this Franchise and all obligations, rights and privileges granted herein, as long as prior notice of such assignment is presented to the Municipality, and whenever the word "Company" appears herein, it shall be construed as applying to its successors, lessees and assigns.

Section 8 Franchise Fee; Additional Fees and Taxes:

8.1 The Company, its successors, lessees, and assigns, shall pay to the Municipality for and in consideration of the granting of this franchise and as rental for the occupation and use of or easement over, upon and benefit the streets, avenues, easements, rights-of-way, highways, alleys, sidewalks, and bridges in said Municipality, a sum equal to two percent (2%) of all revenues of the Companyshall pay to the Municipality, during the term of this franchise, a total aggregate sum of two percent (2%) of the gross receipts of the Company, its successors, lessees and assigns, during such year, for gas sold within the corporate limits of the Municipality, subject to limitations hereafter stated: such gross receipts to consist of the total amount collected from users and consumers on account of gas sold and consumed within the corporate limits of the Municipality under the Company's rates in existence at the time, excepting therefrom, however, the gross receipts for gas sold to the Municipality. but excluding regulatory assessments, transaction privilege taxes and similar governmental impositions, from the retail sales and/or delivery by it and other charges for services attendant to the retail sale and/or delivery of natural gas delivered through the Company's distribution system within the present and any future corporate limits of

- 8.2 Notwithstanding any provision contained herein to the contrary, the Company shall pay, in addition to the payment provided herein, the following charges, taxes and fees as may be established in a code or ordinance properly adopted by the Municipality: (a) general ad valorem property taxes; (b) transaction privilege and use tax as authorized by law and collected by the Company for its retail sales to its customers within the present and future corporate limits of the Municipality; and (c) other charges, taxes or fees levied upon businesses generally throughout the Municipality that has a rational basis and is applied in a non-discriminatory manner. , provided said charge, tax or fee is a flat fee per year and that the annual amount does not exceed the amount of similar fees paid by any other business operated within the Municipality.
- 8.3 If any lawful authority having jurisdiction in the Municipality hereafter prohibits payments, the obligation to make such payments hereinabove provided for shall forthwith cease. For the purpose of verifying amounts payable hereunder, the books and records of the Company shall be subject to inspection by duly authorized officers or representatives of the Municipality at reasonable times.
- 8.4 As noted in Section 8.1, payments are due quarterly. If the Company fails to deposit the franchise fee payment with the Municipality's Management Services Division (or other financial department designated by Municipality) by the twentieth (20th) day of the month immediately succeeding the date the fee became due and payable, the Company shall be assessed (i) a five percent (5%) late fee, and (ii) interest at the rate of twelve percent (12%) per annum of any unpaid balance (exclusive of late fees), said interest being calculated from the first day the payment become due.
- 8.5 Notwithstanding the provisions of Section 8.1, should: (i) the Company enter into any franchise with any entity of this State which provides for a higher percentage of Company gross receipts payments than two percent (2%), the Municipality shall automatically receive the same higher percentage rate payment; and (ii) the Municipality enter into any other franchise requiring voter approval per the Arizona Constitution and/or state law (e.g. Arizona Public Service company), which franchise provides for a higher percentage of gross receipts than two percent

(2%), the Municipality shall automatically receive the same higher percentage rate payment from Company.

Section 9 Approval and Acceptance of Franchise:

This Franchise shall be accepted by the Company in writing, which acceptance shall be filed with the Municipality Clerk within 60 days after the passage of an this Ordinance. After approval by voters pursuant to Section 13 herein and adoption of an this Ordinance pursuant to the Municipality Code, this Agreement shall be a contract duly executed by and between the Municipality and the Company.

Section 10 Independent Provisions:

If any section, paragraph, subdivision, clause, phrase or provision hereof shall be adjudged invalid or unconstitutional, the same shall not affect the validity hereof as a whole, or any part or provision other than the part so decided to be invalid or unconstitutional.

Section 11 Term:

This Franchise shall commence on October 3, 2020 (the "Effective Date") and continue in full force and effect for a period of 25 years from the first day of the first month following the election approving this Franchise (the "Effective Date"), which shall be entered in the space provided herein. However, tThe Municipality may terminate this Franchise in the event the Municipality formally finds, after notice and hearing that the Company has failed to comply with any material provisions of this Franchise or has failed to correct any failure after 30 days written notice.

Section 12 Ownership of Company Property:

All plant, system, pipelines, facilities, works, and all other physical property installed or operated by the Company in accordance with the terms of this Franchise shall be and remain the property of the Company, and upon expiration of this Franchise or any extension or renewal thereof, the Company is hereby granted the right to enter upon the Premises for the purpose of removing any and all plant, system, pipelines, facilities, works and other property of the Company, at any time within six (6) months after termination of this Franchise or any extension or renewal thereof. Upon removal of Company property, the Company shall restore the property of Municipality per the requirements of Section 2.

Section 13 Voter Approval:

The terms of this Agreement shall only become effective after its approval by a majority vote of the qualified electors of the City at a regular election or at a special election duly and regularly called by the City Council of the City of Winslow Flagstaff for that purpose. The Company shall pay all of the City's expenses incurred in conducting the franchise election, but if

more than one item is on the same ballot, the Company shall pay only that portion of the City's election expenses determined to be directly attributable to Company or otherwise as reasonably practicable, by dividing all of the City's expenses by the total number of measures or offices, presented on the ballot and adding any expenses, as may be required by Arizona Revised Statutes, associated directly with this Franchise election.

Car	ctio	n 1/	A d	ont	ion:
	9,00			W U	WITE.

-City Attorney

public peace, health and safety of the Muris hereby declared to exist and this Ordina	rdinance is necessary for the preservation of the nicipality of Flagstaff, Arizona, and an emergency nee shall be in full force and effect from and after eity of Flagstaff and its approval by the Mayor
PASSED AND ADOPTED by the Coun Flagstaff, this day of	cil and approved by the Mayor of the City of, 20 19 20.
CITY OF FLAGSTAFF, an Arizona municipal corporation	UNS GAS, INC., an Arizona public service corporation
Mayor	By:
	Name: Susan Gray
Date	Title: Vice President
ATTEST	Date:
City Clerk	
APPROVED AS TO FORM	

S:\Legal\Civil Matters\2018\2018-068 UNS Gas Franchise Renewal\Flagstaff Franchise Draft 4-7-20.docx

A 1463A



CITIZENS UTILITIES Arizona Gas Division

ACCEPTANCE OF FRANCHISE

				i
STATE OF LOUISIANA))ss.		-	
Parish of Jefferson)		`	•
Reference is made to Ordi October, 1995, by the Ma Coconino County, State o corporation, a Franchise fo operation of necessary fac	yor and City Counci f Arizona, granting t or the service of gas	l of the city of Fla o CITIZENS UT in the City and th	ngstaff, a municipal co ILITIES COMPANY, ne construction, main	orporation, in a Delaware
Pursuant to Section 7 of s Grantee therein, hereby a with the City of Flagstaff,	ccepts such Franchis	•		-
DONE at Harvey, Louisia	na, This <u>20th</u> day	of <u>November</u>	_1995.	``.
			ENS UTILITIES CON	MPANY ~
ATTEST:		Ву:	Vice President	APPRILECE LEG
	_			
STATE OF ARIZONA County of Coconino)) ss.)	٠.	<i>?</i> ≼	
I, Linda Butler, Clerk of the foregoing Acceptance of F (contained in Ordinance Muly filed in the records of Port. 1995.	ranchise by CITIZEI No. <u>1879</u> and the F	NS UTILITIES (ranchise granted	COMPANY, a Delaw by such Ordinance w	vare corporation, as received and
<u>.</u>		Ç		
		Sunda Clerk of the Cit	Sutle y of Flagstaff, Arizon	a
Title	<u> </u>			

1463A

ITEM NO.: 6C

TOURISM DIRECTOR_

CITY OF FLAGSTAFF

STAFF SUMMARY REPOR	RT		-	
REPORT TO THE CITY	MANAGER	Linda Butler Prepared by		: :
FROM: CITY CLERK			DATE: 09/25/	95
COUNCIL MEETING OF	: <u>10/03/95</u>	Department He	July ead Signature	· · · · · · · · · · · · · · · · · · ·
AGENDA ITEM:		•		
CONSIDERATION OF CHELD SEPTEMBER 19,	1005.	ns of special Approved:	GAS FRANCHISE	ELECTION
	Dafe:	10-3-95	- graphentality	
	4	ion By: B.		
STATEMENT OF SUBJEC	CT:	PRODUCTION TO THE EAST TO SHOW A COMMENTER THE PRODUCTION FROM A STATE OF THE PRODUCTION AND A S		
A Specia 1995, for the purpo Franchise to the vo the Council canvas following the elect	ters. Arizona R s the returns o	g the proposed evised Statute	d Citizens Util: es §16-642 requ	ities Gas ires that
The retu follows:	rns of the Spe	cial Gas Fra	nchise Election	n are as
	Franchise the Franchise	618 111		
A copy of	the returns by	voting distri	ct are attached	1.
•			• .	
RECOMMENDATION:				
Declare official.	the returns of	the Special	Gas Franchise	Election
			-	
REVIEWED BY: BY: BY: CITY MANAGER CITY ATTORNEY CITY ENGINEER	Y DATE / /	P	FINANCE DIRECTOR PLANNING DIRECTOR UBLIC WORKS DIR	OR/

UTILITIES DIR.__

ORDINANCE NO. 1879

AN ORDINANCE GRANTING TO CITIZENS UTILITIES COMPANY, A DELAWARE CORPORATION, ITS LEGAL REPRESENTATIVES, SUCCESSORS, LESSEES AND ASSIGNS, CERTAIN POWERS, LICENSES, RIGHTS-OF-WAY, PRIVILEGES AND FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN IN THE CITY OF FLAGSTAFF, STATE OF ARIZONA, AS NOW OR HEREAFTER CONSTITUTED, WORKS, SYSTEMS AND PLANTS HANDLING, PRODUCTION, MANUFACTURING, TRANSPORTING, STORING, SALE AND DISTRIBUTION OF GAS INTO, OUT OF, AND FOR THROUGH SAID MUNICIPALITY, DISTRIBUTION AND SALE OF SUCH GAS TO MUNICIPALITY, ITS INHABITANTS AND OTHERS, INCLUDING CUSTOMERS INSIDE, BEYOND, AND OUTSIDE OF THE LIMITS SAID MUNICIPALITY; AND TO USE THE STREETS, AVENUES, EASEMENTS, RIGHTS-OF-WAY, ALLEYS, HIGHWAYS, SIDEWALKS, BRIDGES AND OTHER STRUCTURES AND PLACES AND PUBLIC GROUNDS IN SAID MUNICIPALITY FOR A PERIOD TWENTY-FIVE (25)YEARS; ANDPRESCRIBING CONNECTION THEREWITH CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS HEREIN MENTIONED; AND PROVIDING FOR THE PAYMENT TO SAID MUNICIPALITY OF A PERCENTAGE OF CERTAIN REVENUES OF GRANTEE FROM ITS OPERATIONS THEREIN; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: That the City of Flagstaff, a municipal corporation in Coconino County, Arizona, herein called the "Municipality," hereby grants to, and vests in, Citizens Utilities Company, a Delaware corporation, duly authorized to transact within this State a public service business as a gas utility, herein called the "Company," a franchise with the right to operate a gas plant, system, pipelines and works in the Municipality, as now or hereafter constituted, and the authority, license, power and privilege to maintain, construct, build, equip, conduct or otherwise establish and operate in said Municipality, works or systems and plants to manufacture, use, sell, store, distribute, convey or otherwise establish, conduct, serve, supply or furnish the inhabitants of said Municipality and others, and to the Municipality whenever it may desire to contract therefor, gas for light, fuel, power, heat and any and all other useful purposes, and the Company hereby is granted passage, right-of-way and its right to occupy and use in any lawful way during the life of this franchise, every and any and all streets, avenues, alleys, highways, sidewalks, bridges and other

structures of said Municipality, both above and beneath the surface of the same, as said streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures now exist or may be hereafter extended, for every and any such service, use, effect and lawful purpose as herein mentioned. The Municipality shall not be liable to the Company should the Company construct facilities pursuant to this franchise in any area over which the Municipality has erroneously exercised jurisdiction, except that the Municipality shall reimburse the Company for all fees paid to the Municipality attributable to the sale of gas within the said area.

SECTION 2: The Company is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges herein mentioned and granted by this franchise, provided the same do not unreasonably conflict with water or other pipes, sewers or other preexiting underground installations, and that all work done in said streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, and bridges of said Municipality by the Company shall be done with the utmost diligence and the least inconvenience to the public or individuals, and the Company shall, within a reasonable time, restore such streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, and bridges excavated by it to their original condition as nearly as practicable, subject to the reasonable approval of the Municipality. The Company will make every effort to coordinate all work with the Municipality. The Company shall remove or relocate its lines and facilities as and when required by the Municipality; such removal or relocation shall be made as follows:

- A. The entire cost of relocation shall be borne by the Municipality if the Company is required by the Municipality to relocate facilities which are located in private easements or rights-of-way obtained by the Company prior to the dedication of the public street, alley or easement from which the facilities must be relocated. These prior rights of the Company would also be unaffected by any subsequent relocation.
- B. Except as covered in Paragraph A above and Paragraph G below, the Company shall bear the entire cost of relocating facilities located on public rights-of-way, the relocation of which is necessary for the Municipality's carrying out a function in the interest of the public health, safety or welfare. The Company's right to maintain its lines and facilities is subject to the paramount right of the Municipality to use its streets for all governmental purposes. Governmental purposes include, but are not limited to, the following functions of the Municipality:
 - 1. Any and all improvements to Municipality streets, alleys and avenues;

Page 3

- 2. Establishing and maintaining sanitary sewers, storm drains, and related facilities;
- 3. Establishing and maintaining municipal parks, parkings, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property. The Municipality will consult with the Company on the placement of landscaping in the public rights-of-way where there are existing Company facilities;
- 4. Providing fire protection, which will be limited to construction of fire protection facilities and City installed water lines for fire protection purposes;
- 5. Collection and disposal of garbage, which will be limited to the construction of collection and disposal facilities and will not apply to placement of dumpsters.
- 6. Construction, maintenance and repair of all governmental buildings and facilities.
- C. The installation of pipe and other facilities to serve domestic water shall be considered both governmental and proprietary and, therefore, the actual cost of relocation shall be shared by the Company paying fifty percent (50%) and the Municipality paying fifty percent (50%).
- D. The Company shall bear the entire cost of relocation of existing facilities, irrespective of the function served, where the Municipality's facilities, or other facilities occupying a right-of-way under authority of a Municipality permit or license, are already located in the public right-of-way and the conflict between the Company's potential facilities and existing facilities can only be resolved expeditiously, as determined by the Director of Public Works, by the movement of the existing Municipality's or permittee's facilities.
- E. If the Municipality participates in the cost of relocation of the Company's facilities for any reason, the cost of relocation to the Municipality shall not include any betterment to the Company's facilities as they existed prior to relocation.
- F. The Municipality will not exercise its right to require utility facilities to be relocated in an unreasonable or arbitrary manner. The Company and the Municipality may agree to cooperate on the location and relocation of other facilities in the public right-of-way. The Company shall save the Municipality, its officers and agents, harmless from any and all liabilities proximately caused by the Company's negligence in the erection, construction, installation or operation hereunder of the Company's facilities. The Company shall obtain all necessary permits (without cost to the Company

pursuant to Section 6 hereof) for work in the public rights-of-way. All work in the public rights-of-way will be in compliance with applicable Municipal Codes, standards and regulations as they exist at that time. The Company will obtain, and pay for, all required building permits and buy-in fees for non-gas distribution facilities such as offices, garages, repair shops and like facilities. The Municipality will provide its normal inspection services for these construction projects. The Municipality will not, nor will it be required by the Company to, inspect, monitor or approve construction of any gas distribution facility.

G. In the event that the Company relocates any of its facilities at the request of the Municipality for a "governmental purpose," as that phrase is defined in Section 2 B hereof, and the Municipality fails to either (1) exercise the function which constitutes such "governmental purpose" or (2) complete the improvement which constitutes such "governmental purpose" within three (3) years of completion of the relocation of the Company's facilities to accommodate such "governmental purpose," the Municipality shall reimburse the Company the entire and actual cost of such relocation within ninety (90) calendar days of such billing.

SECTION 3: The Municipality shall in no way be liable to or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Company of its lines and appurtenances hereunder, and the acceptance of this grant shall be deemed an agreement on the part of the Company to indemnify said Municipality and hold it harmless from and against any and all claims, costs losses or expenses which may accrue to said Municipality as a result of the Company's activities as enumerated in Section 1.

The Company shall maintain throughout the term of this franchise, liability insurance, a program of self-retention or general assets to adequately insure and/or protect the legal liability of the Company with respect to the installation, operation and maintenance of the gas distribution facility, together with all the necessary and desirable appurtenances authorized herein to occupy the public right-of-way. Such insurance, self-retention or general asset program will provide protection for bodily injury and property damage, including contractual liability and legal liability for damages arising from explosion, collapse and underground incidents.

The Company shall file with the Municipality documentation of such liability insurance, self-retention or general asset program within sixty (60) days following the effective date of this franchise, and thereafter upon request of Municipality.

SECTION 4: The rates and charges to be charged by the Company for furnishing gas service hereunder and the rules and regulations to be

made and enforced by the Company for the conduct of its business shall be those from time to time on file and effective with the Arizona Corporation Commission applicable to such service.

SECTION 5: The Company shall have the right and privilege of assigning this franchise and all rights and privileges granted herein, and whenever the word "Company" appears herein, it shall be construed as applying to its successors, lessees, and assigns.

SECTION 6: The Company, its successors, lessees, and assigns, for and in consideration of the granting of this franchise and as rental for the occupation and use or easement over, upon and beneath the streets, avenues, easements, rights-of-way, highways, alleys, sidewalks, and bridges in said Municipality, shall pay to the Municipality, commencing with the first full billing period after the effective date of this franchise and continuing each year during all the time this provision shall remain in force and effect, a total aggregate sum of two percent (2%) of the gross receipts of the Company, its successors, lessees and assigns, during such year, for gas sold within the corporate limits of the Municipality, subject to the limitations hereinafter stated; such gross receipts to consist of the total amount collected from users and consumers on account of gas sold and consumed, within the corporate limits of the Municipality under the Company's rates in existence at the time, excepting therefrom, however, the gross receipts for gas sold to industrial consumers under special contract, and the gross receipts for gas sold to the Municipality for its own use. Notwithstanding the provisions of this Section, should the Company enter into any franchise with any entity of this State which provides for a higher percentage of Company gross receipts payment than two percent (2%) the Municipality shall automatically receive the same higher percentage rate payment. The Company shall make such payments semi-annually on or before the last day of January and July in each such year while this provision shall remain in full force and effect. If the Company fails to deposit said fees with the Municipality's finance department by the twentieth (20th) day of the month immediately succeeding the date the fee became due and payable, the Company shall be assessed (i) a ten percent (10%) late fee, and (ii) interest at the rate of twelve percent (12%) per annum on any unpaid balance (exclusive of late fees), said interest being calculated from the first day the payment became due. For the purpose of determining such revenue, the books of the Company shall at all times be subject to inspection by duly authorized municipal officials. payments shall be in lieu of any and all other franchise, license, privilege, instrument, occupation, excise or revenue taxes and all other exactions or charges (except general ad valorem property taxes, special assessments for local improvements, and except municipal privilege, sales or use taxes authorized by law and collected by the Company from users and consumers of gas within the corporate limits of the Municipality) upon the business, revenue, property, gas lines, installations, gas systems, conduits, storage tanks, pipes, fixtures or other appurtenances

of the Company and all other property or equipment of the Company, or any part thereof, relating to the sale and distribution of natural gas in said Municipality during the term of this franchise; provided that, anything to the contrary herein notwithstanding, said payment shall continue only so long as said Company is not prohibited from making the same by any lawful authority having jurisdiction in the premises, and so long as the municipality does not charge, levy or collect, or attempt to charge, levy or collect other franchise, license, privilege, occupation, excise or revenue taxes or other exactions or charges hereinabove mentioned, and if any lawful authority having jurisdiction in the premises hereafter prohibits said payment, or the Municipality does levy, charge or collect or attempt to levy, charge or collect such other franchise, license, privilege, occupation, excise or revenue taxes, or other exactions or charges, the obligation to make such payments hereinabove provided for shall forthwith cease.

SECTION 7: This franchise shall be accepted by the Company in writing, which acceptance shall be filed with the Municipality within sixty (60) days after the passage of this Ordinance, and when so accepted, this Ordinance shall be a contract duly executed by and between the Municipality and the Company.

SECTION 8: If any section, paragraph, subdivision, clause, phrase or provision hereof shall be adjudged invalid or unconstitutional, the same shall not affect the validity hereof as a whole, or any part or provision other than the part so decided to be invalid or unconstitutional, except that if Section 6 be adjudged invalid or unconstitutional, in whole or part, this Franchise shall, at the Municipality's option immediately terminate and be of no further force or effect.

SECTION 9: This franchise shall continue in full force and effect for a period of twenty-five (25) years from the date of passage of this Ordinance.

SECTION 10: All plant, system, pipelines, works, and all other physical property installed by the Company in accordance with the terms of this franchise shall be and remain the property of the Company, and upon expiration of this franchise or any extension or renewal thereof, the Company is hereby granted the right to enter upon the streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, bridges and other structures of said Municipality for the purpose of removing any and all such plant, system, pipelines, works and other property of the Company, at any time within six months after termination of this franchise or any such extension or renewal thereof. Upon removal of Company property, the Company shall repair the property of the Municipality per the requirements of Section 2.

SECTION 11: The immediate operation of this Ordinance is necessary for the preservation of the public peace, health and safety of the City of Flagstaff, Arizona, and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its adoption by the City Council of the City of Flagstaff and its approval by the Mayor thereof.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 3rd day of October, 1995.

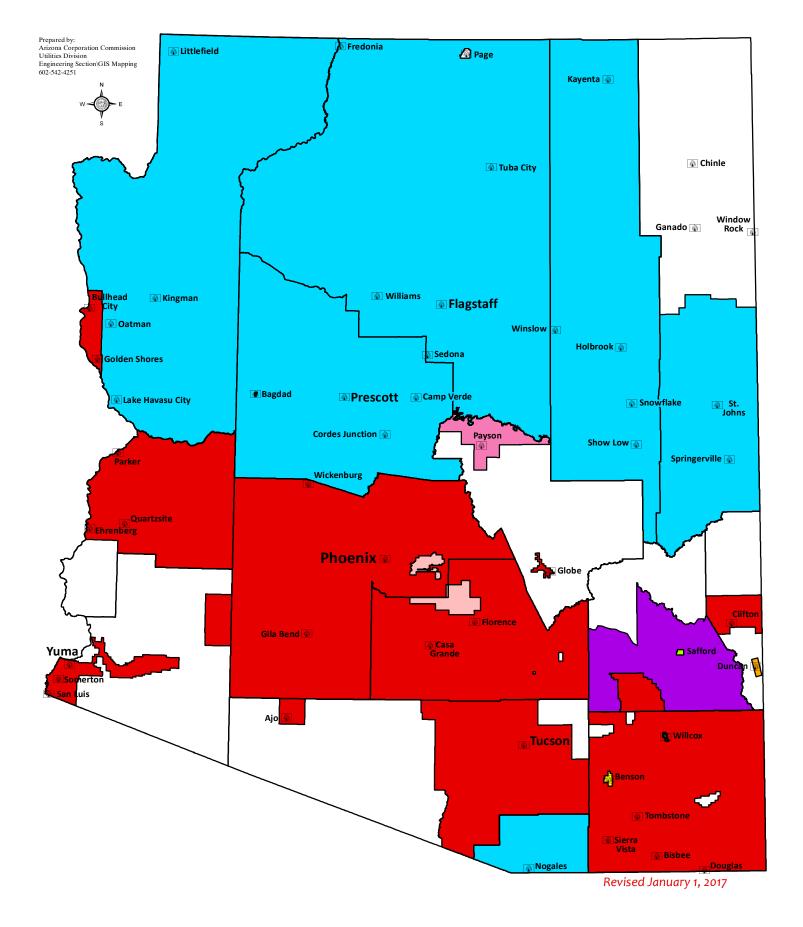
MAYOR

ATTEST:

CITI CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



STATE OF ARIZONA - GAS DISTRIBUTION



State of Arizona House of Representatives Fifty-fourth Legislature Second Regular Session 2020

CHAPTER 3

HOUSE BILL 2686

AN ACT

AMENDING SECTION 9-467, ARIZONA REVISED STATUTES; AMENDING TITLE 9, CHAPTER 7, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 9-810; AMENDING SECTION 11-321, ARIZONA REVISED STATUTES; AMENDING TITLE 11, CHAPTER 6, ARTICLE 5, ARIZONA REVISED STATUTES, BY ADDING SECTION 11-867; RELATING TO BUILDING PERMITS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

- i -

Be it enacted by the Legislature of the State of Arizona: Section 1. Section 9-467, Arizona Revised Statutes, is amended to read:

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9-467. <u>Building permits; issuance; distribution of copies;</u>
state preemption; utilities; subsequent owner;
limitation; definitions
```

- A. Any city or town MUNICIPALITY requiring the issuance of a building permit shall transmit one copy of the permit to the county assessor and one copy to the director of the department of revenue. Permit copies shall provide the permit number, issue date and parcel number. On the issuance of the certificate of occupancy or the certificate of completion or on the expiration or cancellation of the permit, the assessor and the department of revenue shall be notified in writing or in electronic format of the permit number, parcel number, issue date and completion date.
- B. THE REGULATION OF A UTILITY PROVIDER'S AUTHORITY TO OPERATE AND SERVE CUSTOMERS IS A MATTER OF STATEWIDE CONCERN. THE REGULATION OF BUILDING PERMITS AS IT RELATES TO A BUILDING PERMIT APPLICANT'S ABILITY TO USE A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE IS ALLOWED SOLELY IN ACCORDANCE WITH SUBSECTIONS C AND D OF THIS SECTION. A BUILDING PERMIT APPLICANT'S ABILITY TO USE A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE IS NOT SUBJECT TO FURTHER REGULATION BY A MUNICIPALITY.
- C. A MUNICIPALITY REQUIRING THE ISSUANCE OF A BUILDING PERMIT MAY NOT DENY A PERMIT APPLICATION BASED ON THE UTILITY PROVIDER PROPOSED TO PROVIDE UTILITY SERVICE TO THE PROJECT.
- D. A MUNICIPALITY ISSUING A BUILDING PERMIT SHALL ENSURE THAT ALL APPLICABLE PERMITS AND ASSOCIATED FEES ASSESSED ON A BUILDING PERMIT APPLICANT CONTAIN REQUIREMENTS AND AMOUNTS THAT DO NOT EXCEED THE REQUIREMENTS AND AMOUNTS FOR USE OF OTHER UTILITY PROVIDERS AND DO NOT HAVE THE EFFECT OF RESTRICTING A PERMIT APPLICANT'S ABILITY TO USE THE SERVICES OF A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE.
- B. E. A city or town MUNICIPALITY may not require an applicant for a building permit to hold a transaction privilege tax license or business license as a condition for issuing the building permit. A city or town may require a person that has been issued a building permit and that does not otherwise hold a business license from the city or town MUNICIPALITY to apply for a business license within thirty days after issuing the building permit.
- C. F. If a person has constructed a building or an addition to a building without obtaining a building permit, a city or town MUNICIPALITY shall not require a subsequent owner to obtain a permit for the construction or addition done by the prior owner before issuing a permit

- 1 -

for a building addition except that nothing in this section shall be construed as prohibiting the enforcement of DOES NOT PROHIBIT ENFORCING an applicable ordinance or code provision which THAT affects the public health or safety.

- G. THIS SECTION DOES NOT PROHIBIT A MUNICIPALITY FROM RECOVERING REASONABLE COSTS ASSOCIATED WITH REVIEWING AND ISSUING A BUILDING PERMIT.
- H. THIS SECTION DOES NOT AFFECT ANY AUTHORITY OF A MUNICIPALITY TO MANAGE OR OPERATE A MUNICIPALLY OWNED UTILITY.
 - I. FOR THE PURPOSES OF THIS SECTION:
- 1. "MUNICIPALITY" MEANS A CITY OR TOWN ORGANIZED IN ACCORDANCE WITH LAW. INCLUDING A HOME RULE OR CHARTER CITY.
- 2. "UTILITY SERVICE" MEANS WATER, WASTEWATER, NATURAL GAS, INCLUDING PROPANE GAS, OR ELECTRIC SERVICE PROVIDED TO AN END USER.
- Sec. 2. Title 9, chapter 7, article 1, Arizona Revised Statutes, is amended by adding section 9-810, to read:

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9-810. <u>State preemption; utilities; restrictions;</u> prohibition; limitation; definition
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- A. THE REGULATION OF A UTILITY PROVIDER'S AUTHORITY TO OPERATE AND SERVE CUSTOMERS IS A MATTER OF STATEWIDE CONCERN. A PERSON'S OR ENTITY'S ABILITY TO USE THE SERVICES OF A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE IS NOT SUBJECT TO FURTHER REGULATION BY A MUNICIPALITY PURSUANT TO THIS SECTION.
- B. ANY CODE, ORDINANCE, LAND USE REGULATION OR GENERAL OR SPECIFIC PLAN PROVISION OR PART OF A CODE, ORDINANCE, LAND USE REGULATION OR GENERAL OR SPECIFIC PLAN PROVISION ADOPTED BY A MUNICIPALITY MAY NOT PROHIBIT OR HAVE THE EFFECT OF RESTRICTING A PERSON'S OR ENTITY'S ABILITY TO USE THE SERVICES OF A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE AT A PERSON'S OR ENTITY'S PROPERTY.
- C. A MUNICIPALITY MAY NOT IMPOSE A FINE, PENALTY OR OTHER REQUIREMENT THAT HAS THE EFFECT OF RESTRICTING A UTILITY PROVIDER'S AUTHORITY TO OPERATE OR SERVE CUSTOMERS.
- D. THIS SECTION DOES NOT AFFECT ANY AUTHORITY OF A MUNICIPALITY TO MANAGE THE PUBLIC HIGHWAYS WITHIN THE MUNICIPALITY'S BOUNDARIES OR TO EXERCISE THE MUNICIPALITY'S POLICE POWERS TO REVIEW AND APPROVE AN APPLICATION BEFORE ISSUING A PERMIT TO PERFORM WORK IN THE PUBLIC HIGHWAYS OR TO ENFORCE ASSOCIATED PERMIT CONDITIONS.
- E. THIS SECTION DOES NOT AFFECT ANY AUTHORITY OF A MUNICIPALITY TO MANAGE OR OPERATE A MUNICIPALLY OWNED UTILITY.
- F. FOR THE PURPOSES OF THIS SECTION, "UTILITY SERVICE" MEANS WATER, WASTEWATER, NATURAL GAS, INCLUDING PROPANE GAS, OR ELECTRIC SERVICE PROVIDED TO AN END USER.

- 2 -

Sec. 3. Section 11-321, Arizona Revised Statutes, is amended to read:

```
11-321. <u>Building permits; issuance; state preemption;</u>
<u>utilities; distribution of copies; subsequent</u>
<u>owner; limitation; definition</u>
```

- A. Except in those cities and towns which THAT have an ordinance relating to the issuance of building permits, the board of supervisors shall require a building permit for any construction of a building or an addition thereto TO A BUILDING exceeding a cost of one thousand dollars \$1,000 within its jurisdiction. The building permit shall be filed with the board of supervisors or its designated agent.
- B. THE REGULATION OF A UTILITY PROVIDER'S AUTHORITY TO OPERATE AND SERVE CUSTOMERS IS A MATTER OF STATEWIDE CONCERN. THE REGULATION OF BUILDING PERMITS AS IT RELATES TO A BUILDING PERMIT APPLICANT'S ABILITY TO USE A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE IS ALLOWED SOLELY IN ACCORDANCE WITH SUBSECTIONS C AND D OF THIS SECTION. A BUILDING PERMIT APPLICANT'S ABILITY TO USE A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE IS NOT SUBJECT TO FURTHER REGULATION BY A COUNTY.
- C. A COUNTY MAY NOT DENY A PERMIT APPLICATION BASED ON THE UTILITY PROVIDER PROPOSED TO PROVIDE UTILITY SERVICE TO THE PROJECT.
- D. A COUNTY ISSUING A BUILDING PERMIT SHALL ENSURE THAT ALL APPLICABLE PERMITS AND ASSOCIATED FEES ASSESSED ON A BUILDING PERMIT APPLICANT CONTAIN REQUIREMENTS AND AMOUNTS THAT DO NOT EXCEED THE REQUIREMENTS AND AMOUNTS FOR USE OF OTHER UTILITY PROVIDERS AND DO NOT HAVE THE EFFECT OF RESTRICTING A PERMIT APPLICANT'S ABILITY TO USE THE SERVICES OF A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE.
- B. E. The board of supervisors may not require an applicant for a building permit to hold a transaction privilege tax license or business license as a condition for issuing the building permit.
- ${\Bbb C.}$ F. Where deemed of public convenience, the BOARD OF supervisors shall permit ALLOW the application for and the issuance of building permits by mail.
- b. G. One copy of the building permit required by the terms of subsection A of this section shall be transmitted to the county assessor and one copy SHALL BE TRANSMITTED to the director of the department of revenue. The permit copy provided to the assessor and the department of revenue shall have the permit number, the issue date and the parcel number for which the permit is issued. On the issuance of the certificate of occupancy or the certificate of completion or on the expiration or cancellation of the permit, the assessor and the department of revenue shall be notified in writing or in electronic format of the permit number, parcel number, issue date and completion date.

- 3 -

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E. H. If a person has constructed a building or an addition to a building without obtaining a building permit, a county shall not require a subsequent owner to obtain a permit for the construction or addition done by the prior owner before issuing a permit for a building addition except that nothing in this section shall be construed as prohibiting the enforcement of DOES NOT PROHIBIT ENFORCING an applicable ordinance or code provision which THAT affects the public health or safety.
```

- I. THIS SECTION DOES NOT PROHIBIT A COUNTY FROM RECOVERING REASONABLE COSTS ASSOCIATED WITH REVIEWING AND ISSUING A BUILDING PERMIT.
- J. THIS SECTION DOES NOT AFFECT ANY AUTHORITY OF A COUNTY TO MANAGE OR OPERATE A COUNTY-OWNED UTILITY.
- K. FOR THE PURPOSES OF THIS SECTION, "UTILITY SERVICE" MEANS WATER, WASTEWATER, NATURAL GAS, INCLUDING PROPANE GAS, OR ELECTRIC SERVICE PROVIDED TO AN END USER.
- Sec. 4. Title 11, chapter 6, article 5, Arizona Revised Statutes, is amended by adding section 11-867, to read:

```
11-867. <u>State preemption: utilities: restrictions: prohibition; limitation; definition</u>
```

- A. THE REGULATION OF A UTILITY PROVIDER'S AUTHORITY TO OPERATE AND SERVE CUSTOMERS IS A MATTER OF STATEWIDE CONCERN. A PERSON'S OR ENTITY'S ABILITY TO USE THE SERVICES OF A UTILITY PROVIDER THAT IS CAPABLE AND AUTHORIZED TO PROVIDE UTILITY SERVICE IS NOT SUBJECT TO FURTHER REGULATION BY A COUNTY PURSUANT TO THIS SECTION.
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- 4 -

APPROVED BY THE GOVERNOR FEBRUARY 21, 2020.

FILED IN THE OFFICE OF THE SECRETARY OF STATE FEBRUARY 21, 2020.

- 5 -

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Sterling Solomon, City Attorney

Date: 04/03/2020

Meeting Date: 04/07/2020



TITLE:

Discussion, consideration and Possible Action: Temporarily suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure due to the COVID-19 pandemic. (Proposed suspension of one Rule of Procedure to allow for earlier start times and reordering of agenda items for meetings of City Council.)

STAFF RECOMMENDED ACTION:

Temporarily suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure due to COVID-19 pandemic.

Executive Summary:

Staff recommends City Council temporarily suspend Rule 5.01 of the City of Flagstaff City Council Rules of Procedure due to the COVID-19 pandemic. Rule 5.01 governs the order of business on agendas for regular meetings of City Council. Due to the unique circumstances presented by the ongoing COVID-19 pandemic, a vote to suspend Rule 5.01 will allow City Council and staff flexibility in the management of agendas during this temporary timeframe.

Under Rule 5.01 the City Council meeting start times and order of business are outlined. Under normal circumstances that is not an issue for agenda management. Under the unique circumstances of the

Financial Impact	
can resume under a normal schedule.	
of Rule 5.01 will facilitate such management of the agendas until such time as meetings of Cit	y Council
of placement of items on the agenda may also be necessary. The recommended temporary so	•
facilitate completion of agendas, it is recommended that meetings start earlier. In addition, the	reordering
agenda and likely longer meetings. To allow City Council adequate time to address each item	and to
reduced to encourage physical distancing. The reduction in meetings will result in more items	
Coconino Department of Health and Human Services, the number of City Council meetings ha	ıs been
COVID-19 pandemic and recommendations promulgated by the Centers for Disease Control a	and the

None.

Policy Impact:

None.

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

Previous Council Decision o	n This	:
None.		

Options and Alternatives:

None.

Temporarily suspend Rule 5.01 due to COVID-19 pandemic allowing City Council and staff flexibility in managing the agendas for meetings of City Council.

Maintain application of Rule 5.01 as is.

Community Benefits and Considerations:

Promotion of proper physical distancing to slow the spread of COVID-19.

Community Involvement:

The community will continue to have the opportunity to participate in meetings of the City Council under the temporary format in place during the COVID-19 pandemic. Members of the public can still submit public participation items for any issues not on the agenda, or public comments on items that are on the agenda. Comments should be emailed to: publiccomment@flagstaffaz.gov and those comments will be read aloud City Council during the meetings.

Attachments:

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants and

Contracts Manager

Co-Submitter: Barney Helmick

Date: 04/01/2020 **Meeting Date:** 04/07/2020



TITLE

Market Assessment and Development Alternatives for the Flagstaff Airport 32-Acre parcel owned by the City of Flagstaff.

STAFF RECOMMENDED ACTION:

Discussion about Market Assessment results and Development Alternatives for the 32-Acre Parcel at the Flagstaff Airport and seeking council direction.

EXECUTIVE SUMMARY:

The City of Flagstaff owns 32 acres of undeveloped property on the Flagstaff Airport and wanted to know what potential best uses could be supported at this location. The property is located east of Interstate 17, northwest of John Wesley Powell Boulevard, and southwest of South Pulliam Drive.

Coffman Associates conducted a Market Analysis and identified the potential demand for possible uses, which was based on the existing real estate market and historical population and employment growth as well as projections. It also included an assessment of the area's strengths and constraints relative to business development, the economic conditions of the immediate market/trade area, as well as the greater Flagstaff market, and a high-level analysis of market trends. This assessment helped guide the development of a conceptual plan for the 32 acres.

Based on the results of the Market Assessment, there were five alternative Concept Development Plans prepared for the 32 acre parcel. The Concept Development Plans are included in this report to be reviewed for evaluation for the pros and cons of each alternative and review comments.

INFORMATION:

The attached power point presentation and discussion during the Council meeting will provide the Council and our citizens an opportunity to review the Flagstaff Airport 32-Acre Market Assessment and the Development Concept Alternatives. The meeting will also lend direction for the staff on next steps, where the ultimate goal is to increase exposure, activity, and revenues to the Flagstaff Airport.

Attachments: Presentation



Flagstaff Airport











32-Acre Parcel Market Assessment and Development Alternatives





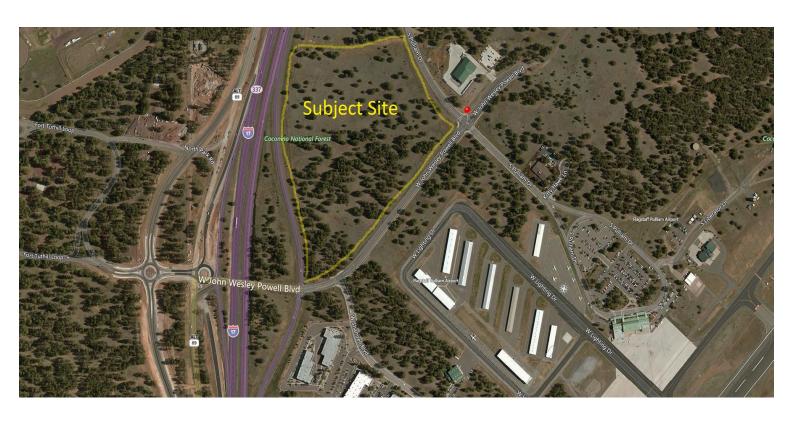


Market Assessment



Objective of the Study

 Determine the potential demand for retail, office and industrial space by the year 2030







Site Assessment

Population and Employment Growth

Real Estate
Demand Analysis

Land Use Alternatives



Site Assessment Findings



Strengths

- Highway Commercial Zoning allows for a wide variety of uses.
- I-17 is a major north-south transportation corridor servicing Flagstaff and connecting east and westbound to I-40.
- Most major utilities are available.
- Projected employment growth of 20.1% from 2018-2026.
- The Flagstaff Airport area has been identified as a future activity center for the City, and has an estimated 500 jobs.
- Airport activity is a diverse mix of aviation and nonaviation business including manufacturing, office and R&D.
- Majority of uses within this area can be served with current utility capacity (excluding data centers and heavy industrial).

Constraints

- Extension of John Wesley Powell Boulevard to Lake Mary Road is not immediate.
- Low unemployment rate/tight labor market/housing affordability.
- Electric capacity could be limited.



Population & Employment Growth



Flagstaff Findings

- Through 2030 there is strong forecasted population growth at 14.6%, and employment growth at 20.1%.
- Sizeable labor shed with 46% of workers coming from outside Flagstaff.
- Flagstaff is a geographic trade center and captures a large share of spending.
- The key employment sectors are healthcare, educational services, accommodation and food services, and manufacturing.

Note: Forecast projections could be impacted by the current pandemic.



Real Estate Demand Analysis



Flagstaff Findings

- Based on the 2030 forecast, there is demand in the City of Flagstaff for an additional 2.1 million square feet of retail, office and industrial space, or translated into 186 acre.
- Some of the demand could be absorbed by the 32 acre parcel.
- There are a number of potential uses that could be considered for this location.
- Land absorption will depend upon timing of JWP Boulevard extension, projected population and employment growth.



Real Estate Demand Analysis



Market Trends

- Industrial
 - Demand for small bay industrial flex space with sizable office in front and production in the back.
- Healthcare
 - Medical office today has a retail component drive by consumer demand. This sector is looking for highly visible retail locations with convenient parking for customers.
- Lodging
 - Co-branded hotels locate on the same site to experience economies of scale.



Land Use Alternatives



2030 Real Estate Demand, City of Flagstaff

	Square Feet Demand	Floor to Area Ratio	Number of Acres
Retail	582,012	0.25	53.4
Office	398,282	0.35	26.1
Industrial	1,155,693	0.25	106.1
Tota	2,135,986		185.7



32 Acre Parcel Capture Rate

Subject Site	Land Use Mix #1	Land Use Mix #2
Hotel	4	9
Commercial/Services	5	10
Office	3	3
Flex Industrial Space/R&D	12	2
Roads, sidewalks, drainage, open space (25%)	8	8
Total	32	32



Development Alternatives



Five Development Alternative Concepts

- Provided to begin discussions about how the site could be developed.
- Alternatives 1 & 2 are from the Market Assessment.
- Alternatives 3 & 4 are examples of increased office and flex industrial/research and development land uses.
- Alternative 5 provides a more generalized approach with flexibility.
- Market will dictate how the site will ultimately be developed.



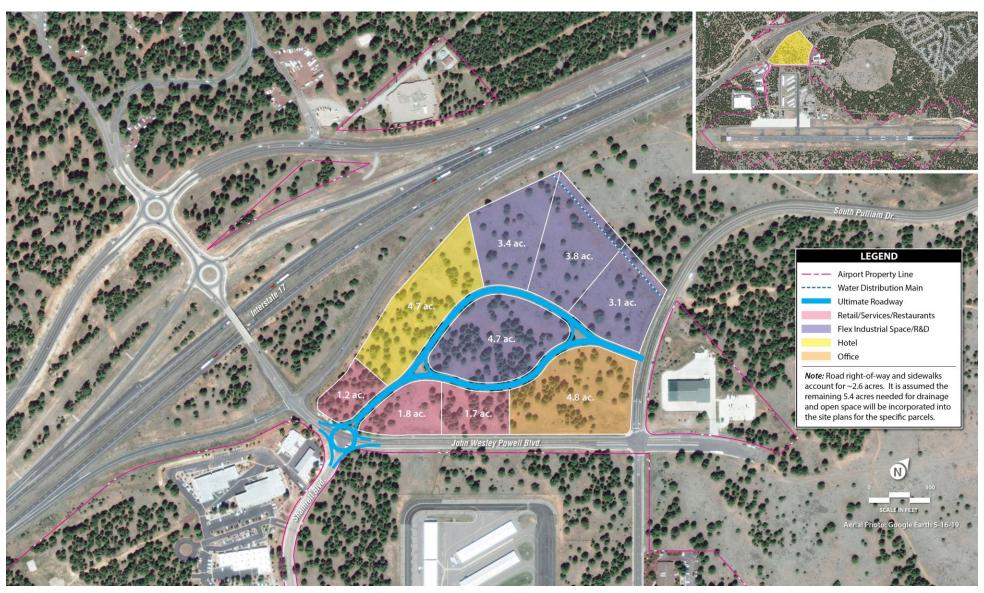
Development Alternatives



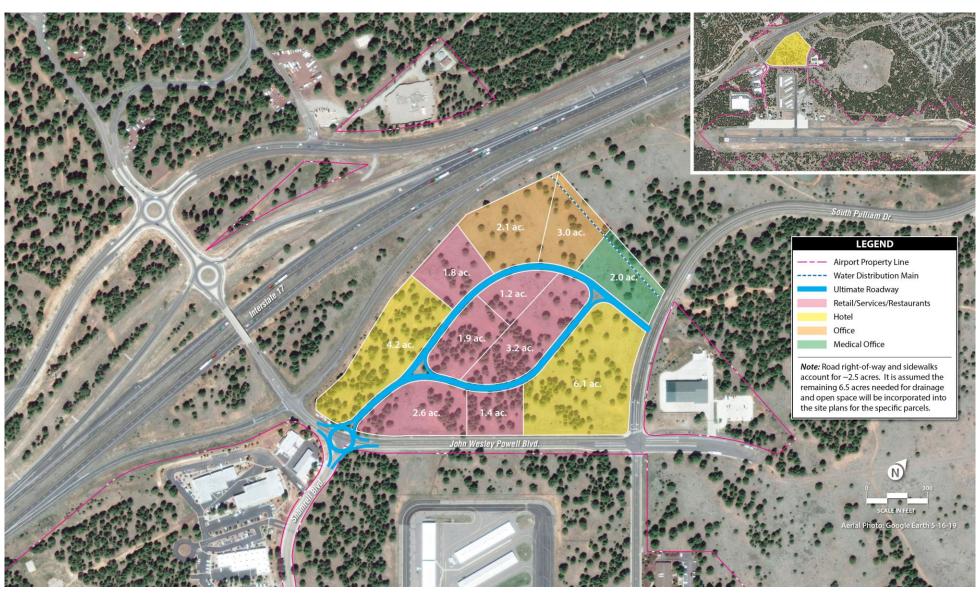
Acreage Summary

Land Use	Alternative							
Land Ose	1	2	3	4				
Hotel	4.7	10.4	4.1	2.6				
Retail/Services/Restaurants	4.7	12.1	4.0	2.5				
Office	4.8	5.1	6.7	4.9				
Flex Industrial Space/R&D	15	-	13.2	19.4				
Medical Office	-	2.0	-	-				
Open Space/ROW	2.8	2.4	4	2.6				

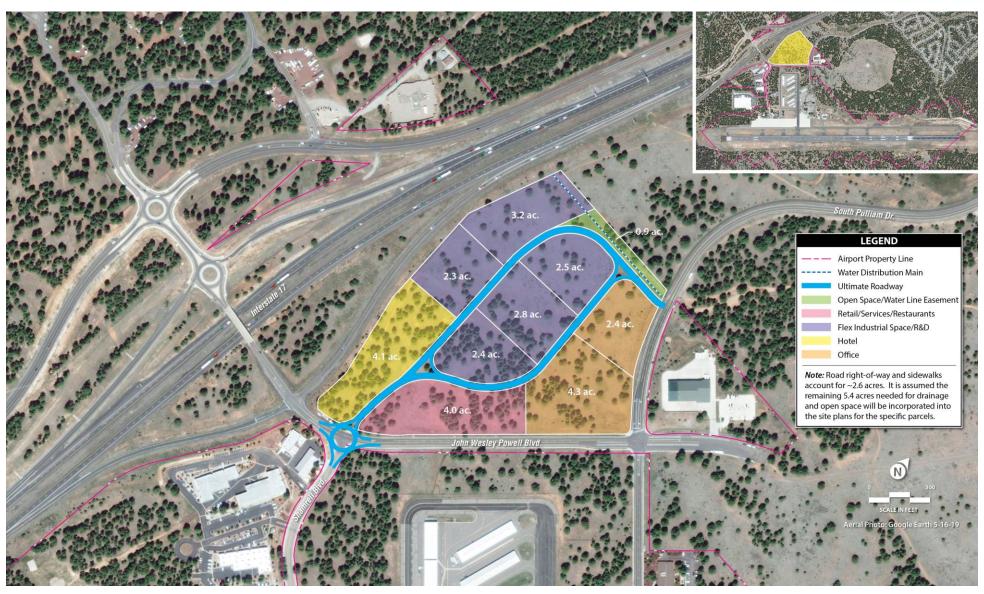




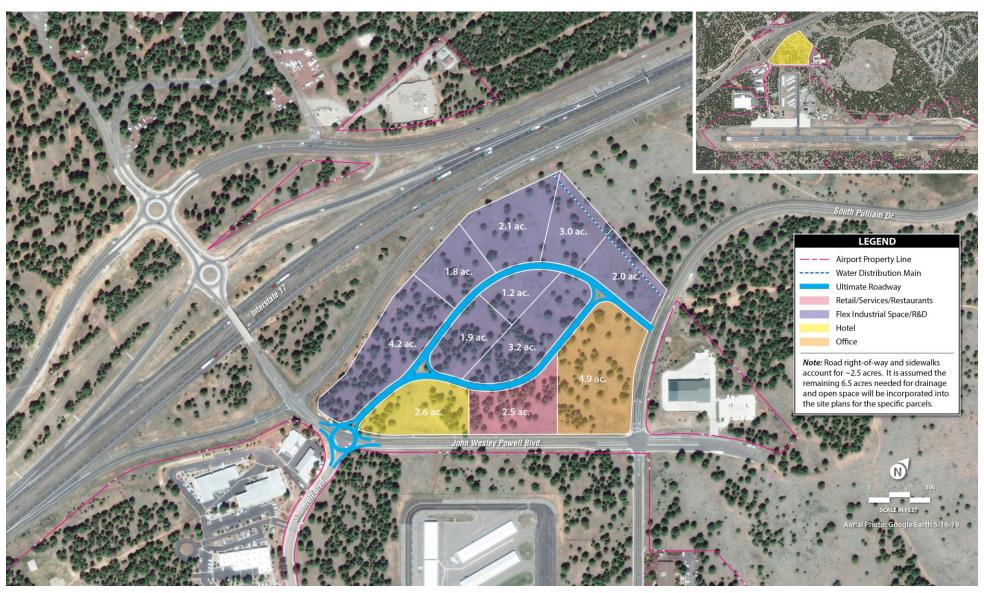




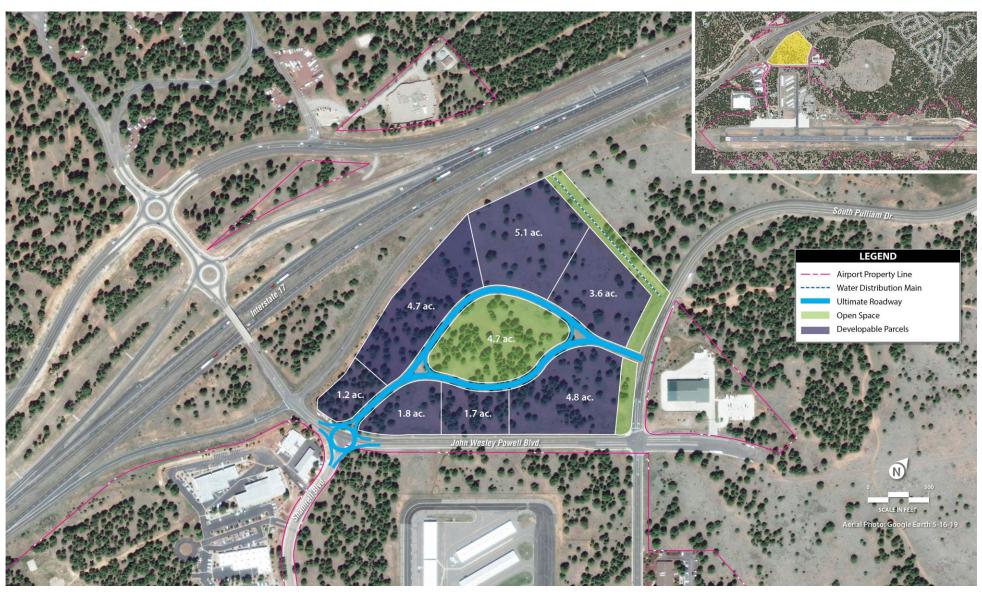














Discussion and Recap

















Council Options:



Sell, Lease, or both?



1. Sell or Lease the entire 31.45 acres

(Fall of 2019 Council approved a parcel split of .55 acres from the 32 acre site, for the future widening of JW Powell).

- 2. Subdivide the property and offer individual lots for sale or lease.
 - Subdivision Plat
 - Public Report
 - Approval from the Department of Real Estate
 - Will require infrastructure, costs unknown.



Sell Vs. Lease



Sell

- City would receive lump sum payment.
- City would not retain ownership of the land.
- One time revenue for the airport.

Lease

 City would receive annual rental payment, typically 6% to 8% of current appraised value of the land.

Ex. If the value of the land was \$6,000,000 then the annual rental payment would be between \$360,000 and \$480,000.

- Estimated it would take 13 to 17 years of rental payments to receive current appraised value of the land.
- City retains ownership of the land.
- Ongoing revenue in perpetuity for the airport.

Ex. Based on the example above, in 100 years the City would have received at least \$36,000,000 to \$48,000,000 in rental revenue (this estimate did not factor in escalation clauses).

Sell or Lease



1. Request for Proposals (RFP)

2. Invitation for Bids (IFB)



Request for Proposals (RFP)



- Based on Council's preferred alternatives.
- More detailed, includes;
 - Scope of Work (uses of land).
 - Proposers demonstrate different ways to accomplish the work.
 - Scoring criteria
 - Qualifications and Experience of Developer
 - Benefits to Community
 - Project/Concept Design
 - Development Plan and Timing
 - Financial Strength
 - Property detail information
 - Zoning
 - Sample contract

- Evaluation criteria used to score other than price.
- 6 months-9 months to draft and advertise.
- 3-6 months to award contract.
- At least 12 months until escrow is opened.
- Close escrow 18 -24 months.
- City has more control on how site will be developed.



Invitation for Bids (IFB)



- Sale of property based on current appraised value.
- Less complex than RFP, includes;
 - Scope of work (clearly defined).
 - Minimum bid (based on recent appraisal).
 - Price is the determining factor (highest offer wins/sale of property).
 - Lot size
 - Zoning
 - Sample contract

- Would not include alternatives.
- 1-3 months to advertise for IFB.
- 1-3 months to award contract.
- Estimated 6 months to award contract and close escrow.
- Purchaser would have full control to develop the site under current zoning.



Advertising Options for Council



1. City markets the property

2. City Hires Marketing Manager or Real Estate Broker



Advertising Options



City Advertises Property

Duties

- Advertise the property for sale or lease.
 - City website
 - News publication
 - Business Attraction Conferences
 - Other?
- Attract purchasers or tenants based on Council's preferred alternatives.
- Enter into Lease or Sale Agreements.
- City manages sale and/or leases.

City Hires Marketing Manager or Broker

Duties

- Advertise the property for sale or lease.
 - Require a marketing plan in Request for Statement of Qualifications (RSOQ).
- Attract buyers or tenants based on Council's preferred alternatives.
- City pays commission or fee for services.
- May receive more exposure and marketing.
- Assists with sale and/or manage leases for City.





Council Options

- 1. Sell entire 31.45 acre site.
- 2. Lease entire 31.45 acre site.
- 3. Subdivide property and offer lots for sale or lease.
- 4. Request for Proposal.
- Invitation for Bid.
- 6. Hire a marketing manager or broker.
- 7. City handles sale and leases.



QUESTIONS AND COUNCIL DIRECTION





CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Dan Folke, Community Development Director

Co-Submitter: Dan Folke

Date: 04/01/2020

Meeting Date: 04/07/2020



TITLE

Capital Programming of Lone Tree Corridor and John Wesley Powell Extension

STAFF RECOMMENDED ACTION:

The item is presented for discussion only.

EXECUTIVE SUMMARY:

At the February 2020 Budget Retreat, a member of the City Council asked about the prioritization of transportation improvements within the Lone Tree Road corridor and the John Wesley Powell Boulevard extension. In 2018 Flagstaff voters approved Propositions 419 and 420. Proposition 419 identified both the Lone Tree corridor and the extensions of John Wesley Powell Boulevard as projects that should be funded. Staff will provide information on each and what the proposal is to deliver these important transportation improvements.

A presentation will be attached to the final agenda item.

INFORMATION:

In preparation for a potential 2018 ballot measure to renew the 20-year transportation tax, the City Council created the Citizens Transportation Tax Commission (CTTC) to identify the projects that should be funded. The Commission met over a series of months and did forward a recommendation to City Council. The Commission considered a number of criteria in their recommendation including congestion management, mobility choice, safety, arterial connectivity, economic development, benefit-cost analysis, and environmental impacts. The recommendation also had to consider project cost estimates and projected tax revenues. The CTTC identified a list of projects citywide within the projected funding amount for the renewal of the transportation tax, Proposition 419; and a separate ballot question to fund the Lone Tree Overpass from Butler Avenue to Route 66, Proposition 420. Both propositions were approved by the voters.

The collection of the transportation tax (Proposition 419) will begin on July 1, 2020. The collection of the dedicated sales tax for Proposition 420 began in January 2019. The transportation tax funds a 20 year program that is planned in 5 year increments, the 5 year Capital Improvement Program (CIP). Through the adoption of the CIP in the annual budget, City Council funds the next year of projects. Projects in years 2-5 may be altered with each 5 year plan. Funding for projects typically spans a number of budget years to take them from planning and design through construction. Projects in the proposed 2020-21 CIP include Lone Tree Overpass, Fourth Street and Butler Avenue widening.

Lone Tree Corridor and Lone Tree Overpass

The City of Flagstaff in partnership with the Flagstaff Metropolitan Planning Organization (FMPO), completed the Lone Tree Corridor Study in 2006. This is a comprehensive study from Route 66 to John Wesley Powell that was completed with community stakeholders and provides a 15% concept design. The plan includes implementation priorities and was adopted by the Flagstaff City Council. Peak Engineering is reviewing the 2006 study. Staff will then propose a process to proceed with design and construction. The proposed 5 year Capital Improvement Program has funds programmed in 2023-2024 for South Lone Tree Road to continue the design process.

The City of Flagstaff and FMPO completed the Lone Tree Overpass Study in 2010 which provides 30% plans for the overpass. The segment from Route 66 to Butler was identified in the 2006 Lone Tree Corridor Study (above) as a high priority. The City coordinated with the developers of the Aspen Place at the Sawmill to realign Lone Tree between Franklin and Butler, consistent with the 2006 study and in preparation for construction of the overpass. Since the approval of Proposition 420, which funds the Lone Tree Overpass, the City has retained Peak Engineering to review the 2010 30% plans in preparation for releasing an RSOQ to retain a consulting team to complete the 100% plans for the overpass. The City has also begun sharing information regarding property acquisition with some impacted property owners. As stated in the proposition, the City anticipates completing the construction of the new overpass by November 2026. Funding for the overpass is included in the 5 year CIP over the duration of the project from design completion to construction.

John Wesley Powell Extensions

Proposition 419 includes 100% funding to complete John Wesley Powell (JWP) from the Airport to Lake Mary Road. Funding is shown in the proposed 5 year Capital Improvement Plan beginning in 2024-2025 to start design work. Proposition 419 anticipates 40% funding to complete JWP from Pine Canyon to South Fourth Street. The concept to complete JWP requires the remaining 60% funding from an Improvement District where benefiting property owners contribute the balance. The State Land Trust and NAU are major property owners and would not be required to participate in an Improvement District.

In 2018 the City Council awarded a contract to Peak Engineering to complete Phase I of the John Wesley Powell Specific Plan. The plan will provide a conceptual design with alternatives of the roadway, utilities, and public facilities location analysis. Phase 1 of the Study includes a sanitary sewer system master plan for the area. A water system master plan was previously developed for the area. Phase II will take the plan through a public process with the eventual goal being City Council adoption of the JWP Specific Plan. An option staff is considering is to include the JWP Specific plan with the Regional Plan 2030 update, anticipated to begin in 2022.

Summary

Lone Tree Road and John Wesley Powell Boulevard are two projects within the 20 year CIP. 30% plans have been completed for the Lone Tree Overpass and it is fully funded by Proposition 420. 15% plans have been completed for the Lone Tree Corridor and is fully funded by Proposition 419. The conceptual design of the extension of John Wesley Powell from Pine Canyon to Fourth Street is a component of the JWP Specific Plan. Current funding requires the creation of an Improvement District to fund 60% of the project. The proposed 2020-21 CIP funds the Lone Tree Overpass through its construction, it funds Lone Tree design (Butler to Pine Knoll) in 2023-24, and JWP design (Airport to Lake Mary Rd) in 2024-25.

Attachments: Ballot Measure Project List

Lone Tree CIP
Transportation Tax CIP
Presentation

	Transportation 2018				
	Ballot Measure	Ballot Measure	Ballot Measure		
PROJECT NAME	421	420	419		
Transit - Increase Frequency	\$ 33,900,000				
Transit - Capital	\$ 16,800,000				
Lone Tree Rail Road Bridge		\$ 72,392,000			
Lone Tree Bridge Bond					
Lone Tree - Butler to Pine Knoll			\$ 13,468,000		
Lone Tree - Pine Knoll to Powell			\$ 20,037,000		
JWP_Airport			\$ 14,502,000		
Pedestrian and Bicycle Improvements			\$ 29,000,000		
W. Route 66 - Flag Ranch to Milton			\$ 10,800,000		
Butler widening			\$ 7,840,000		
Neighborhood plans (5 plans)	1		\$ 1,250,000		
General Improvements & Partnering Opportunity			\$ 15,000,000		
Existing program shortfall			\$ 2,000,000		
Traffic Signal and Advanced Traffic Management			\$ 3,500,000		
Street Lighting (Dark Skies)			\$ 8,000,000		
4th Street Ext. 1 & 2 @ 40%			\$ 8,706,400		
J W Powell Ext 1 & 2 @ 40%			\$ 9,466,400		
TOTAL Base Project Cost Estimate	\$50,700,000	\$72,392,000	\$ 143,569,800		
Inflation Estimate	\$5,070,000				
TOTAL Cost with Inflation	\$55,770,000	\$79,631,200	\$ 157,926,780		
Needed Tax Rate	0.150	0.230	0.426		

City of Flagstaff Lone Tree Railroad Overpass Detailed Five Year Plan 2021-2025

	Actual	Budget	Estimate	Budget	2021 2022	2022 2022	2022 2024	2024 2025
	2018-2019	2019-2020	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Sources of Funds	¢.			2 190 295	2 240 054	4 202 057	E 427 229	6 E12 021
Beginning Fund Balance	\$ -	-	-	2,180,385	3,360,956	4,392,057	5,427,238	6,512,021
Revenues:								
Sales Tax (.0023)	-	4,831,833	4,581,485	4,678,671	4,556,326	4,556,234	4,601,685	4,647,594
Investment Earnings	-	-	-	11,000	17,000	22,000	27,000	33,000
Total Revenues	-	4,831,833	4,581,485	4,689,671	4,573,326	4,578,234	4,628,685	4,680,594
Total Sources of Funds	-	4,831,833	4,581,485	6,870,056	7,934,282	8,970,291	10,055,923	11,192,615
Uses of Funds								
Expenditures:								
Indirect	-	-	-	-	33,125	33,953	34,802	35,672
Operating	-	9,100	9,100	9,100	9,100	9,100	9,100	9,100
Capital								
Lone Tree Railroad Overpass	-	2,392,000	2,392,000	3,500,000	3,500,000	3,500,000	3,500,000	10,000,000
Total Expenditures	_	2,401,100	2,401,100	3,509,100	3,542,225	3,543,053	3,543,902	10,044,772
Total Uses of Funds	_	2,401,100	2,401,100	3,509,100	3,542,225	3,543,053	3,543,902	10,044,772
Ending Fund Balance	\$ -	2,430,733	2,180,385	3,360,956	4,392,057	5,427,238	6,512,021	1,147,843
0		1	. ,	. ,	. ,	· · · · · · · · · · · · · · · · · · ·		
Minimum Fund Balance (10%) -	483,183	458,149	467,867	455,633	455,623	460,169	464,759
Over/(Under) Minimun	n -	1,947,550	1,722,236	2,893,089	3,936,424	4,971,615	6,051,852	683,084

City of Flagstaff Roadway, Pedestrian, Bicycle and Safety Improvements Detailed Five Year Plan 2021-2025

	Actual	Budget	Estimate	Budget				
	2018-2019	2019-2020	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Sources of Funds								
Beginning Fund Balance	\$ -	_	_	_	846,048	1,367,498	2,381,269	1,962,675
beginning I und balance	Ψ				010,010	1,507,150	2,301,207	1,702,070
Revenues:								
Sales Tax (.00426)	-	-	-	8,665,712	8,439,108	8,438,938	8,523,120	8,608,152
Intergovernmental	-	-	-	451,656	1,385,968	-	-	-
Grant Revenue	-	-	-	100,000	-	-	-	-
Investment Earnings	-	-	-	-	4,000	7,000	12,000	10,000
Total Revenues	-	-	-	9,217,368	9,829,076	8,445,938	8,535,120	8,618,152
Total Sources of Funds		_	-	9,217,368	10,675,124	9,813,436	10,916,389	10,580,827
				, ,				
Uses of Funds								
Expenditures:								
Indirect	-	-	-	58,886	60,358	61,867	63,414	64,999
Operating	-	-	-	24,300	24,300	24,300	24,300	24,300
Capital								
New Street Projects								
JWP - Lake Mary to Airport	-	-	-	-	-	-	-	502,000
Street Widening Projects								
Butler Avenue Widening	-	-	-	500,000	2,420,000	2,364,000	1,056,000	1,500,000
Fourth Street Reconstruction	-	-	-	1,359,344	-	-	-	-
Lone Tree- Butler to Pine Knoll	<u>-</u>	-	-	-	-	-	1,468,000	-
Street Operations								
Corridor Studies	-	-	-	-	-	125,000	-	125,000
Country Club/Oakmont Int	-	-	-	-	-	115,000	500,000	500,000
Dark Sky Lighting	-	-	-	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
Intersection Improvements	-	-	-	130,000	50,000	300,000	50,000	470,000
Lockett/Fourth Roundabout	-	-	-	482,469	1,385,968	-	-	-
Neighborhood Plans	-	-	-	250,000	-	-	-	250,000
Quiet Zone Modifications	-	-	-	213,321	-	-	-	-
Signal and Traffic Mgmt	-	-	-	167,000	167,000	167,000	167,000	167,000
West Route 66 Intersection	-	-	-	585,000	850,000	-	1,350,000	-

	Actual	Budget	Estimate	Budget				
	2018-2019	2019-2020	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Bicycle and Pedestrian Projects								
FUTS Sidewalk - Bike/Ped	-	-	-	-	2,000,000	2,000,000	2,000,000	2,000,000
Future Trails Grant	-	-	-	100,000	-	-	-	-
Sidewalk Infill Program	-	-	-	267,000	-	-	-	-
Fourth Street Sidewalks	-	-	-	267,000	-	-	-	-
Bike Lane Striping Prg	-	-	-	300,000	-	-	-	-
Sinclair Ridge Trail	-	-	-	60,000	-	-	-	-
Foxglenn Trail	-	-	-	57,000	-	-	-	-
Switzer Canyon	-	-	-	1,200,000	-	-	-	-
General								
General & Partnering Ops	-	-	-	750,000	750,000	750,000	750,000	750,000
HSIP Program	-	-	-	75,000	75,000	-	-	-
Traffic Engineering	-	-	-	125,000	125,000	125,000	125,000	125,000
Reserve for Improvements	-	-	-	100,000	100,000	100,000	100,000	100,000
Total Expenditures	-	-	-	8,371,320	9,307,626	7,432,167	8,953,714	7,878,299
Total Uses of Funds	-	-	-	8,371,320	9,307,626	7,432,167	8,953,714	7,878,299
Ending Fund Balance	\$ -	-	-	846,048	1,367,498	2,381,269	1,962,675	2,702,528
•								
Minimum Fund Balance (10%)	-	-	-	866,571	843,911	843,894	852,312	860,815
Over/(Under) Minimum	-	-	-	(20,523)	523,587	1,537,375	1,110,363	1,841,713







Presentation Outline

- Introduction
- II. Citizens Transportation Tax Commission Overview
- III. Traffic Modeling Results
- IV. Proposed Transportation Capital Improvement Program FY 20-21
 - a. 5-year CIP
 - b. Lone Tree Status
 - c. John Wesley Powell Status





Presenters

- Dan Folke, Community Development Director
- Dave Wessel, Metro Plan Transportation Manager
- Bret Petersen, Capital Improvements Engineer





Introduction

What is the appropriate timing of completing improvements to the Lone Tree corridor and John Wesley Powell extension?

If funding for a new interchange at Lone Tree and I-40 is not secured, how does that impact this discussion?

How will these roads function without a Lone Tree interchange?





Ballot Measures 419 & 420

	Ballot Mo	easure	Ballot Me	easure
PROJECT NAME	420		419	
Lone Tree Railroad Overpass	\$	72,392,000		
Lone Tree Bridge Bond				
Lone Tree - Butler to Pine Knoll			\$	13,468,000
Lone Tree - Pine Knoll to Powell			\$	20,037,000
JWP_Airport			\$	14,502,000
4th Street Ext. 1 & 2 @ 40%			\$	8,706,400
J W Powell Ext 1 & 2 @ 40%			\$	9,466,400





- Proposition 420 funds the Lone Tree Overpass (30% plans complete)
- •Proposition 419 funds Lone Tree Road improvements (15% plans complete for portions of the corridor as identified in the Lone Tree Corridor Study)
- Proposition 419 funds 100% John Wesley Powell Blvd.,
 Airport to Lake Mary Road
- Proposition 419 funds 40% of John Wesley Powell, Pine Canyon to South Fourth Street (Conceptual Plans in design)



Capital Improvement Program



- 20-year tax delivered through the Captial Improvement Program
- Delivered in 5-year increments
- Projects typically span multiple years
- Program Year 1 is approved and programmed
- Program Years 2-5 are planned, can be adjusted by Council with the adoption of each Annual Budget and Financial Plan



Capital Improvement Program



Considerations in developing the Capital Improvement Program

- Project need roadway level of service and condition
- Project readiness
- Available funding revenue stream
- Partner Funding



Capital Improvement Program



Questions?

- Up Next Citizens Transportation Tax Commission Recommendations
- Traffic model results



Citizens Commission



Tax Commission Overview

- 15 Council-appointed members
- 8 meetings over 8 months
 - Four rounds of rankings
- All meetings advertised
- Public comment period at all meetings
- Support by City Capital, Traffic Engineering, Public Works, NAIPTA, and FMPO including multi-modal perspectives
- NOTE: No recommendation on sequence or programming



Tax Commission Overview



CITIZENS' TRANSPORTATION TA	X CC	OMMISSIO	N 2018						
Pro			Proposal A	I A			Proposal B		
		TRANSIT	LONE TREE		CONGESTION		TRANSIT		ONGESTION
PROJECT NAME	_		BRIDGE	+	RELIEF	-			RELIEF
Transit - Increase Frequency	\$	33,900,000		+		\$	33,900,000		
Transit - Capital	\$	16,800,000		7		\$	16,800,000		
Lone Tree Rail Road Bridge			\$ 72,392,00	00				\$	72,392,000
Lone Tree Bridge Bond									
Lone Tree - Butler to Pine Knoll				Ş	3,468,000			\$	13,468,000
Lone Tree - Pine Knoll to Powell	-			Ş	\$ 20,037,000			\$	20,037,000
JWP_Airport	\downarrow			Ş	\$ 14,502,000			\$	14,502,000
Pedestrian and Bicycle Improvements				Ş	\$ 29,000,000			\$	29,000,000
W. Route 66 - Flag Ranch to Milton	+			Ş	\$ 10,800,000			\$	10,800,000
Butler widening	+			Ş	\$ 7,840,000			\$	7,840,000
Neighborhood plans (5 plans)				Ş	\$ 1,250,000			\$	1,250,000
General Improvements & Partnering Opportunity				Ş	\$ 15,000,000			\$	15,000,000
Existing program shortfall				Ş	\$ 2,000,000			\$	2,000,000
Traffic Signal and Advanced Traffic Management				Ş	\$ 3,500,000			\$	3,500,000
Street Lighting (Dark Skies)	_			Ş	\$ 8,000,000			\$	8,000,000
4th Street Ext. 1 & 2 @ 40%				Ş	\$ 8,706,400			\$	8,706,400
J W Powell Ext 1 & 2 @ 40%				Ş	9,466,400			\$	9,466,400
TOTAL Base Project Cost Estimate		\$50,700,000	\$72,392,0	00 \$	143,569,800		\$50,700,000	\$	215,961,800
Inflation Estimate		\$5,070,000	\$7,239,2	00 \$	\$ 14,356,980		\$5,070,000	\$	21,596,180
TOTAL Cost with Inflation		\$55,770,000	\$79,631,2	00 \$	157,926,780		\$55,770,000	\$	237,557,980
Needed Tax Rate		0.150	0.2	20	0.426		0.150		0.650





Election 2018 Information Packet – New Streets

• If Proposition 419 is approved, approximately \$61 million is proposed to be spent on new streets, and \$96 million to be spent on street widening projects. Private funding is expected to pay a significant portion of the cost of John Wesley Powell Boulevard and Fourth Street between Lone Tree Road and Butler Avenue (considered a "new street"). It is also expected that the City will negotiate with private partners along these corridors for partial funding of other public improvements along and near those corridors, such as parks, fire stations, and police stations.





Lone Tree Road Model Results

2015 (base network only) 12,100 vehicles per day

2015 (base+widening) 16,600 vehicles per day

If built "today", 4,500 vehicles will switch to Lone Tree

2040 (base network only) 18,300 vehicles per day

2040 (base+widening) 29,700 vehicles per day

If built in 2040, 11,400 vehicles will switch to Lone Tree

Assumes the Lone Tree Railroad Overpass is built and the Interchange is NOT





J.W. Powell Blvd Model Results

2015 (base network only) 0 vehicles per day

2015 (base+Fourth to Lone Tree) 1,000 vehicles per day

2040 (base network only) 0 vehicles per day

2040 (base+Fourth to Lone Tree) 7,500 vehicles per day





Project Performance in Corridor Context

Table 12-4 Full Corridor vs. Project Phase, Comparison of Congestion Impacts

	Congestion Score				
Corridor and Projects	Whole Corridor	Sum of Parts			
Lone Tree Corridor- complete					
(Widening, Traffic Interchange and Bridge)	28,627	22,688			
Lone Tree Corridor without Interchange	25,459	17,895			
Lone Tree Corridor without Bridge	21,128	19,286			
J.W. Powell Boulevard					
(Connections to 4 th Street and Airport)	20,843	12,207			
J.W. Powell Boulevard without Airport	19,269	9,970			

[&]quot;Score" combines region-wide impacts to vehicle miles travelled and vehicle hours of delay for present and future conditions. Impacts to present conditions are weighted heavier in the scoring. Higher is better. "Whole" models all project parts together. "Sum" adds scores from projects modelled individually.





Model Results Comparison

CONCLUSION:

- 1. Lone Tree Road widening provides utility or usefulness to more of the motoring public than J.W. Powell today and in the future.
- 2. Traffic shifting to Lone Tree comes from Lake Mary, Milton, and Northern Arizona University

CAVEATS:

- 1. Much of the future growth that would use Lone Tree cannot access or will have difficulty accessing Lone Tree without J.W. Powell Boulevard.
- 2. Growth along J.W. Powell will push Lone Tree over capacity in short order if Lone Tree is not widened.





Questions?

Up Next: Proposed 5-year Transportation Capital Improvement Program

Lone Tree and John Wesley Powell Status



FY 2020-21 Five Year Transportation CIP



- Fourth Street Reconstruction
- Butler Avenue Widening
- Lone Tree Butler to Pine Knoll (2023-24)
- JWP Airport to Lake Mary Road (2024-25)
- Country Club/Oakmont Intersection
- West Route 66 intersection
- Dark Sky Lighting (streetlights)
- Lockett/Fourth Roundabout
- Quiet Zone Modifications
- FUTS and Sidewalk Improvements





Lone Tree Corridor Project Status

- Lone Tree Corridor Study (15% plans)
 - Council adopted as Specific Plan 2006
 - MetroPlan scoping results provided to City
- Lone Tree Overpass Study (30% plans)
 - Council amended Specific Plan 2010
 - Design scoping discussions underway





J.W. Powell Boulevard Status

- Preliminary engineering effort underway
 - Peak Engineering, estimated completion 2021
- Planning effort to follow
 - Specific Plan adoption process
 - Can be included in Regional Plan update beginning in 2022
- Canyon del Rio delivery
 - Fourth Street through CDR represents the eastern terminus of the JWP easterly corridor extension





Conclusions

Elements of both projects are advancing

Design & Construction is beyond the current 5-Year Program

 Information provided in preparation for FY2021 Budget Retreat later this month





DISCUSSION?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacy Saltzburg, City Clerk

Date: 04/03/2020

Meeting Date: 04/07/2020



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 Update City Operations

April 3, 2020

Council and Colleagues, Greetings.

The purpose of this report is to provide updates regarding the City's Divisions and operations. It is intended to be an informational synopsis of current operating status throughout the organization. It is also <u>supplemental</u> to the Continuity of Operations Plans (COOP), being amassed by our Fire Department, to address divisional responses to future resource and staffing reductions that may materialize due to the pending pandemic.

The updates, courtesy of our division and section directors, are in no particular order. One more notable here — things are changing rapidly and it's a bit of a challenge to ensure that these reportings are up to date. Some of the division summaries were obtained a week ago, and much has evolved in the past several days. Nevertheless, the intent here is to give the Council, and the public, a snapshot of how things are going within the City organization, and this report should help accomplish that. In the words of our City Attorney, "please take care to stay healthy. We are honored and proud to serve the City of Flagstaff — thank you"!

Information Technology

The IT Division is working remotely, with staff only coming into City hall to image new PCs or to perform equipment maintenance (operations, servers, switches, etc). *HelpDesk* is staggering staffing to ensure we comply with the social-distancing rule when in City Hall. GIS is working with Public Affairs Division and Economic Vitality on Developing COVID Informational map resources, and mapping of businesses remaining open.

IT was successful last week in increasing our City bandwidth by 10x ensuring all remote employees are able to remote in when needed with little interruption. We are grateful to IT Operations, NAU, and Suddenlink, for their assistance in this much-needed boost. Overall network usage has definitely spiked since the closure, but we are not experiencing slowness, and users are connecting to all the necessary resources.

HelpDesk is down 1 of our 3 positions, all other sections of IT are doing well, working remotely. IT is working hard to provide 100% of normal services, with the exception of in-person HelpDesk staffing assistance. Planning efforts are directed toward maintaining all City network and Data Storage systems, Remote Access systems, Security Authentication (DUO), and Employee support.

Economic Vitality

<u>Airport</u>

Wiseman Aviation is open from $6 \text{ am} - 6 \text{ pm} - \text{using social distancing practices in and out of their building with a portable wash area outside that the Division recently arranged. The$

Airport is seeing a 63% reduction in flights with American and United. The rental car sales have plummeted with little or no activity currently.

Community Investment

The Economic Development Team is reaching out to all businesses to see what they need and to let them know about the grants and loans they can use. *ParkFlag* has hooded all kiosks to show free parking and have also established curbside carryout zones. A variable message board has been installed on Aspen Street to promote local businesses. Arts & Sciences is working on a relief fund for the arts, culture, and science community. Stay tuned.

Library

The Library will be launching *Hoopla* this Wednesday. This is a full-library digital platform for all library card holders. No cost to the user.

Tourism

Flagstaff Local – My Actions Matter movement is full steam ahead. Our Mayor has asked 500 to take the pledge by signing up at www.flagstafflocal.com. We also did a video with Dre (a local) that is going viral, explaining how to shop Flagstaff while social distancing. Staff is working on other messaging – "We look forward to seeing you soon" and "Come meet Flagstaff" to help us rebound.

Management Services

The Division continues to function to provide the numerous important functions of the organization related to finance, procurement, payroll, and related services. The Budget Team continues to meet, remotely, on a regular basis and is preparing for the upcoming Budget Retreat. While it is not in the forefront of visible activities involving the organization, rest assured that much effort is being expended behind the scenes on this very important and rapidly evolving budget process.

Efforts were concluded to provide an additional \$10K in budgeted funding for emergency housing to the Flagstaff Shelter last week.

Please note that Management Services is working with Municipal Bill customers for payment arrangements, eliminated late fees, and we are not disconnecting water services (unless asked by customer) during the declared emergency.

Management Services does not have any absenteeism at this time, just an occasional use of PHEL (paid emergency leave). Some staff have the need to use City Hall for some of our processes and are limiting the number of staff allowed in each area. There are no reductions in service at this time. Management Services is working on our plans to maintain essential services should absenteeism become an issue.

Risk Management

Efforts were successful in securing a hotel partner to provide housing for our quarantined

personnel who, for the health and safety of their family, believe quarantine at home is inadvisable. That was in place on March 31st.

Risk Management is also working behind the scenes to negotiate our insurance renewals to provide us with the most favorable rates with modest increases in deductibles and self-insured retentions. Look for initial results next week. This is a very important endeavor in light of the current budget constraints and rapidly increasing insurance premiums that we are seeing across the board.

There is no absenteeism currently. Service reductions have been minimal, and there are no needed planning efforts to address resource shortfalls at this time.

Water Services

Water Services leadership team has switched from bi-weekly to weekly TEAMS meetings to ensure we stay connected, share information and work collaboratively in these social distancing times.

Our Water Reclamation Plants are experiencing a higher-than-normal amount of wipes being flushed down into the sewer system and collecting at the treatment plant headworks. While these "rags" have not caused operational impacts yet, their continued increase can cause unwanted emergency back-ups in our sewer systems, so we are asking the public to be mindful to throw them away and not flush them down the toilet. Note that efforts are underway to properly outreach this issue with our community.

This week Water Services is collaborating with TGEN North and NAU's Pathogen and Microbiome Institute to begin sampling the wastewater entering our treatment plants for COVID-19. The work by TGEN North and NAU will benefit the public health capacity within Flagstaff by evaluating a potential early warning system that would help to protect citizens and City of Flagstaff employees that work in and around wastewater collection and treatment. Additional benefits to the public at-large will be to provide on-going surveillance of the community's wastewater, in general, to track any potential ongoing transmission of the disease within the community in the future.

There have been no absences directly pertaining to COVID-19. We do a couple of sick personnel but they are staying home as requested. There has been no service reduction.

The Water Services Administration Building is closed to the public, but we are still open for business, just remotely. Each Section within Water Services has identified the steps to be taken in the event of reduced staffing due to COVID-19 and is summarized in a memo provided to the Fire Chief. Given the technical nature of wastewater treatment plant operations, this team's current high vacancy rate and required licensing to operate our facilities, crews have been switched to an alternate work schedule in order to minimize coming into contact with one another thereby minimizing the risk should an employee become sick to not infect the entire crew. Management staff are continually evaluating should alternative scheduling need to occur in other operational sections in the weeks to come.

Community Development

Community Development continues to provide a range of essential services and operations across all three sections utilizing appropriate safety measures, these include development and permit review, inspections, capital project management and the Housing Authority. Housing Authority programs continue to directly serve the 832 households living in Public Housing or participating in Section 8.

The majority of personnel are working from home or in the field. We have had a few absences due to not feeling well or taking care of family, but not impacting operations for now. We are taking measures to be able to continue expanded services with appropriate safety measures and from remote locations and planning for potential staffing shortages. For example, we are currently not providing inspections of occupied spaces, but considering implementing additional protective measures and video inspections.

Engineering

Court Facility - Work this week includes; Roof parapet and flashing; Metal stud framing on second and third floors and; Mechanical and Plumping wall rough-ins & install (no electric this week as this is one of the cost savings/safety measures KCS is managing to keep workers spread out). Had a discussion with KCS about impacts of COVID19 on work force and contract extensions. City has denied any additional costs.

Rio de Flag Flood Control Project - Property Acquisition: Appraisals for BNSF properties and commercial properties have been received and sent to Army Corps to review; Team met to review outstanding items and to follow up with SWI and Tetra Tech; Appraisals are being reviewed by Real Estate Manager; Title reports for additional properties in Clay Reach have been received and are under review with the Real Estate Manager and; The future Hyatt Project is in the alignment of the Rio De Flag (staff has requested the donation of easements). Working with Bob Holmes to make contact with USACE so we can better understand their schedule of events to ensure award of a construction contract.

Humphreys Fiber Optic Conduit - The installation of dual four-inch diameter conduits to accommodate City fiber optics distribution has been completed and restoration of disturbed landscape areas will be completed in the near future.

ADOT's Humphreys Widening Project - An IGA has been completed for the project and will be presented to Council at the April 21st meeting for their consideration.

Industrial Dr. and Fanning Wash Improvements - The \$1.3M project is approximately 30% complete with the new water main and major drainage components installed and; Work on the retaining walls and grading work continues.

Rt.66/Rio de Flag Utility Relocations Project - Work impacting travel lanes on Rt. 66 is complete; Contractor is focused on completing the jack & bore operation for 20" reclaim line and 6" gas line and completion of new manholes. We are confident that Eagle Mountain will

complete by April 13th as expected allowing ADOT to open bids for the Bridge Replacement work.

Linda Vista Culvert - Construction Started 3/30/2020; Excavation for new valve location and additional culvert has begun; New culvert pipe arrived today; New valve will be here next Wednesday and; Pending crew availability given the unknowns with the current COVID-19 issue, the full road closure is still anticipated for April 13 - 24 as indicated in the outreach information.

Switzer/Turquoise Roundabout - Woodson Engineering has completed field survey work and we are working to get original survey data from Point Engineers with mixed results (original design data is needed to compare design elevations to what exists in the field as we have concerns that the project was not built in accordance with the approved plans); ADOT's planned remedial work to commence April 1 however we have not heard anything from ADOT to confirm and this date has obviously been missed.

Sheep Crossing - Contract was awarded by Council however, KCS has asked for a contract clause to be added that would require city to compensate for additional costs associated with COVID19. Staff has prepared a COVID19 clause that will be shared with KCS allowing for time extension but no additional compensation. Discussions with KCS to continue.

Fourth Street Improvements (I-40 to Sparrow) - Working with AECOM to figure out additional costs associated with required design modifications. CO in the approximate amount of \$21K has been submitted and we are working to justify this request.

ADOT's Fourth Street & I-40 Bridge Replacement Project - Progress continues to be made on new bridge abutments with little impact to traffic.

Lone Tree Overpass - We are wrapping up our efforts to "refresh" the previous study as we intend to hire a consultant for design of the project through a RSOQ process.

JWP Specific Plan Phase I - Working with Peak Engineering to advance the study.

Mill Town - Working to draft a DA amendment that would provide for city funding of 50% of the pedestrian tunnel and allow for the city to delivery the design/construction of Beulah Extension and University Realignment.

Coconino Estates Improvements - Council award of GMP#1 anticipated on April 21st and Eagle Mountain Construction (EMC) has reviewed our COVID19 clause and will accept it. **Street Lighting to Enhance Dark Skies** - We are proceeding with procurement of LED fixture that are compliant with the proposed Engineering Standards.

Development Review continues electronically.

Inspection and Testing continues to work in the field, respecting social distancing and staying away from their home office (Water Service's East Flagstaff Facility). Fire Department has provided PPE for the 5 staff. CMT continues to provide materials testing services.

Transportation continues to monitor the street network and to coordinate work with Public Works and ADOT as necessary. Traffic Impact analysis associated with development review continues electronically.

JWP/LT 5-Year Program Priority Discussion - preparing for Council discussion on April 7th.

Police Department

Currently, we have seen no significant impacts on our staffing in patrol, detectives, support services or dispatch. We have completed a COOP plan for operations, support services, and dispatch so we have plans in place if we do see a significant reduction in staffing in the future.

Our Officers are responding to all calls for service. There should be little to no impacts from the citizens point of view on our services in the field. We have closed the lobby to the PD but allow phone communication from the foyer and assist as we are able. We are not doing fingerprinting in most cases, a policy that is mirrored statewide. We have done outreach encouraging citizens to make reports on late incidents or lower priority events online or via phone.

Officers are still stopping traffic and still making arrests when appropriate, especially on violent offenses including assaults, fighting, domestic violence incidents, etc. Officers have been directed to consider exposure when evaluating their discretion on making self-initiated contact.

We have seen some exposures, we are appropriately documenting these, investigating and following up on them, and monitoring our officers closely.

Numerous new policies have been authored and are in place to give appropriate guidance to officers on PPE, exposures, quarantine protocols, services available, etc.

Public Works

Public Works is utilizing cross section labor, vehicle, and supply pools as available to keep essential services provided. A continuity of operations plan is in place to implement as necessary.

Parks and Recreation

The Parks crew is a bit reduced due to COVID-19 related issues, ranging from being ill or having family ill. Parks amenities that are closed so far include permanent restrooms, field rentals for youth and adult sports, special event reservations, and ramada reservations, until further notice. The Cemetery has directed mortuaries to perform direct burials only where funeral home staff witness the burial or placement of cremation remains. Family can observe from their vehicles.

In conjunction with the stay at home order, additional closures are being implemented including play structures, BBQ grills, sport courts, dog parks, etc.

Recreation staff have been conducting deep cleaning and preventive maintenance, minor painting, and inventory. Recreation facilities are closed, however recreation staff are researching how we may be able to safely provide day care for essential workers and possibly set up as a guarantine site for first responders and essential workers, if necessary.

Streets

Streets leadership has been emphasizing the need to stay healthy and working with the social distancing protocols. Public Works anticipates some impacts in the coming weeks with employees that have young children home due to the complete school closure and limited childcare resources. Streets is currently taking advantage of lower traffic volumes and completing work where we normally see conflicts.

Facilities & Fleet

Facilities is currently focusing on preventative maintenance and facilities inspections for providing service and working to focus on primary operations, such as Airport, Public Works, Fire, and Police Departments for supplies and other needs, as requested. Fleet continues to provide needed service to emergency response and essential service vehicles.

Municipal Court

Flagstaff Municipal Court is continuing the majority of cases that have been set for March 16th through the 31st, subject to any direction from the Arizona Supreme Court, for 60-days or providing a telephonic option for customers wishing to appear telephonically for court matters. We will continue to conduct in-custody initial appearances, in-custody arraignments, other incustody court events, out of custody arraignments, and protective order court events. We are also working with the City Attorney – Prosecution Division on modified pre-trial conference hearing procedures. For additional information you may visit the Court's website at: https://www.flagstaff.az.gov/1203/Flagstaff-Municipal-Court.

The Court is experiencing a moderate level of absenteeism due to COVID-19 and the impacts of school and day care closures. The Court is open and is operating under Administrative Order of the Arizona Supreme Court and Administrative Order of the Coconino County Superior Court.

Human Resources

All staff are working remotely, and all services are generally running (exception, we are not offering in-person Investing In You (IIU) courses at this time).

HR is working with the CMO, Management Services and the Legal team to operationalize and communicate information regarding the two recent Acts: Emergency Paid Sick Leave and Extended Family Medical Leave – both are effective April 1st. We continue to assess through a lens of compliance, what is best for City of Flagstaff team members, and ease of administration.

Legal

The City Attorney's Office continues to serve City Council and staff as our clients and strives to effect justice to preserve peace in the community in general.

The Civil Section is working to ensure the Mayor, City Council, and staff receive necessary legal advice in this ever-evolving pandemic. Aside from the regular work which continues to be performed remotely, added tasks over the last few weeks include advising the Mayor and City Council specific to local proclamations and state executive orders. (A special thank you to the IT department for making a smooth transition to working from home not only possible, but effective.) We have been heavily involved in reviewing, interpreting and advising Human Resources (HR) on recent federal and state legislation prompted by COVID-19. This has allowed employees to receive the most up-to-date information to assist them in navigating many difficult decisions about leave time and work schedules. In addition, we continue to advise on new issues such as regular press releases to dispel inaccurate information, upcoming elections, open meeting law in the context of remote meetings, emergency housing funds, contract modifications, etc., all as a direct impact of the pandemic.

Unrelated to the pandemic, litigation of civil claims is ongoing, and our civil team continues working with City Council, staff and outside legal counsel on each case as needed. Of course, we continue to provide sound and solid legal advice on all legal matters for our clients, and we will continue to do so. If you need to reach out to us, please do so by email and phone at your convenience or as needs arise.

The Prosecution Section is working hard to continue to process all incoming misdemeanor crimes committed in the City of Flagstaff as efficiently and effectively as possible, given truly unprecedented circumstances. The prosecutors are working from home largely Monday through Thursday but appearing by phone and occasionally in person for in-custody hearings as scheduled by the court, conducting officer interviews and ongoing discovery and disclosure processes. We continue to appear in person for our Friday Pre-trial Conference calendar. Staff, thanks largely to efforts by IT, has been enabled to work from home, making brief, limited appearances in person at the office to gather required paperwork and to do the mail run for victim notifications and the like, endeavoring to perform the data entry required for the attorneys to prepare and prosecute their caseload. The City Prosecutor is continuing his ongoing efforts to work toward innovative, cost-effective solutions to address the cycle of substance abuse, mental health, and criminal activity that makes up the great majority of his office's caseload by working with stakeholders throughout the community.

Public Affairs

The Public Affairs team is tracking the aide available to our local business and non-profit community through the CARES ACT and created targeted outreach to them. We continue to monitor the plans for a fourth phase of the stimulus and identify city projects that could benefit (this phase will be focused on infrastructure).

While the City does not have a public health role, we are working closely with our partners (private and public) to identify needed messaging for our community and sharing as widely as possible. Much effort has been expended to provide accurate information and linkages to applicable sources and responding to the multitude of inquiries and concerns streaming into the City via email, social media and other avenues. There has similarly been a significant effort to help correct the misinformation in the community that becomes rampant in times like this.

Our Coordinator for Indigenous Initiatives (Rose Toehe) is actively working with tribal partners to identify messaging needs and when it is appropriate for the city to assist.

The NAU Neighborhood Liaison (Valeria Chase) is working with local student housing complexes to ensure they are aware of the recent state prohibition on evictions and conducting outreach to our student population.

Sustainability

Sustainability staff is poised to assist with the transition from COVID emergency response to community bouncing "forward" (recovery). Staff is working to identify funding opportunities focusing on climate action and community equity.

Sustainability continues its uplifting actions and community resources through its social media campaign – (www.facebook.com/FlagstaffSustainabilityProgram and www.instagram.com/flgsustain).

City Clerk

It has been a busy couple of weeks coordinating the technical equipment and training for conducting virtual employee and Council meetings. Significant work has been coordinated with IT and Legal to ensure we are including the public and providing ways for them to participate. Overall it has been a successful effort and we look forward to continued improvement of our meetings.

Clerk's Office staff has been working from home maintaining business as usual. We are processing liquor licenses, processing public records requests (which never seem to stop or even slow down), and catching up on other things that have taken a back burner prior to this crazy time.

We are in full swing with elections right now and at this moment it appears that we will have 4 candidates for Mayor and 6 candidates for City Council.

Lastly, we are working with IT on our conversion from Laserfiche to OnBase. This is something we have been looking forward to for years and are eager to continue the process forward.

Fire Department

Fire has been coordinating division input from all divisions into several planning efforts

- Short term planning to identify essential functions
- Staffing plans to address 10%, 25%, 50% absentee rates (Continuity of Operations Plans or COOPs)

- Ongoing development of an Incident Action Plan for the City
- COOP updates for several departments. Volunteers displaced from other departments impacted by the closing of City Hall have been very helpful.

FD has not seen impacts to staffing due to the virus to date. It is now the coordinating agency for all the Greater Flagstaff Regional Fire Departments to the EOC for logistics requests to the County.

Command Staff has been conducting operational shift brief each tour since shortly after the Emergency Declaration. Operational policies are changing almost daily as guidance to address the risk to our staff is updated.

FD has appointed a Fire Captain as Agency Representative to the EOC to improve communication to the incident and internally.

Adequate supplies of Personal Protective Equipment (PPE) continue to be a grave concern. We are working with the County EOC, the regions partner agencies, and our vendors to stay in front of our PPE needs.