AGENDA
A M E N D E D

REGULAR COUNCIL MEETING
TUESDAY
DECEMBER 1, 2020

STAFF CONFERENCE ROOM
SECOND FLOOR - CITY HALL
211 WEST ASPEN AVENUE
3:00 P.M.

ATTENTION

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

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

PUBLIC COMMENT PROTOCOL

The process for submitting a public comment has changed and public comments will no longer be read by staff during the Council Meetings.

All public comments will be taken either telephonically or accepted as a written comment.

Public comments may be submitted to publiccomment@flagstaffaz.gov

If you wish to address the City Council with a public comment by phone you must submit the following information:

First and Last Name
Phone Number
Agenda Item number you wish to speak on

If any of this information is missing, you will not be called. We will attempt to call you only one time. We are unable to provide a time when you may be called.

All comments submitted otherwise will be considered written comments and will be documented into the record as such.

If you wish to email Mayor and Council directly you may do so at council@flagstaffaz.gov.

AGENDA

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 ODEGAARD
COUNCILMEMBER ASLAN	COUNCILMEMBER SALAS
COUNCILMEMBER MCCARTHY	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. Consideration of Appointments: Indigenous Commission

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring in December 2021.
Make two appointments to terms expiring in December 2022.
Make three appointments to terms expiring in December 2023.
Make three appointments to ex-officio members from the Indigenous Peoples Advisory Council.

6. LIQUOR LICENSE PUBLIC HEARINGS

A. **Consideration and Action on Liquor License Application:** Theresa June Morse "FLG Terroir," 17 N. San Francisco St. #2A, 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.

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. **Consideration of Appointment:** Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the Judicial Appointment Advisory Panel's recommendation to appoint Amy Mabius Criddle as Magistrate.

B. ~~**Consideration and Approval of Contract:** Approve a cooperative purchase contract with Passport Labs, Inc. for parking enforcement software services utilizing the National Cooperative Purchasing Alliance (NCPA) Contract (Contract # 05-20).~~

STAFF RECOMMENDED ACTION:

~~1. Approve the amendments made to the contract with Passport Labs Inc., including the extension of the contract at the discounted rate for parking software and services in an amount not to exceed $140,329.92 over a four year contract period, identified as Years 4,5,6 and 7:~~

- ~~Annual Breakdown~~
- ~~Year 4 $32,558.20~~
- ~~Year 5 $34,186.11~~
- ~~Year 6 $35,895.42~~
- ~~Year 7 $37,690.19~~

~~2. Approve the changes to the language of the contract to include an overlap of services from Nupark during the implementation of Passport.~~
~~3. Authorize the City Manager to execute the necessary documents.~~

C. **Consideration and Adoption:** Flagstaff's Lived Black Experience Strategic Plan

STAFF RECOMMENDED ACTION:

Adopt the Flagstaff's Lived Black Experience Strategic Plan

8. ROUTINE ITEMS

A. **Consideration and Approval:** Artist's contract for the downtown library entry project with Jones Studio, Inc. for $75,000.

STAFF RECOMMENDED ACTION:

1. Approve the artist's contract for the downtown library entry project with Jones Studio, Inc. for $75,000.
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval:** Artist contract for design services for the Downtown Connection Center with Haddad|Drugan LLC for $25,000.

STAFF RECOMMENDED ACTION:

1. Approve artist contract for design services for the Downtown Connection Center with Haddad|Drugan LLC for $25,000.
2. Authorize the City Manager to execute all necessary documents.

C. **Consideration and Approval:** Red Gap Ranch Grazing Lease with Bar T Bar Ranch

STAFF RECOMMENDED ACTION:

Approve the Grazing Lease with Bar T Bar (-T-) Ranch and authorize the City Manager to execute the contract.

D. **Consideration and Approval of Preliminary Plat:** TLC PC Land Investors LLC requests Preliminary Plat approval for The Estates at Pine Canyon Pine Bluff located at 2080 E. Del Rae Dr., a single-family home subdivision on 17.5 acres in the R1 (Single Family Residential) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation of approval (6-1 in favor), approve the Preliminary Plat.

E. **Consideration and Adoption of Ordinance No. 2020-31:** An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Engineering and Capital Improvements Division in City Code.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-31 by title only for the final time
2) City Clerk reads Ordinance No. 2020-31 by title only (if approved above)
3) Adopt Ordinance No. 2020-31

F. **Consideration and Adoption of Ordinance No. 2020-32:** An ordinance of the City Council of the City of Flagstaff, changing the name of Agassiz Street to WC Riles; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-32 by title only for the final time
2) City Clerk reads Ordinance No. 2020-32 by title only (if approved above)
3) Adopt Ordinance No. 2020-32

9. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2020-64:** A resolution adopting the Water Conservation Strategic Plan.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-64 by title only
2) City Clerk reads Resolution No. 2020-64 by title only (if approved above)
3) Adopt Resolution No. 2020-64

B. **Consideration and Adoption of Resolution No. 2020-65:** A resolution authorizing the execution of a Development Agreement Amendment between Miramonte Presidio, LLC and the City of Flagstaff related to the development of approximately 2.77 acres of real property located 2940 South Woody Mountain Road (Presidio in the Pines Development Agreement Amendment).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-65 by title only
2) City Clerk reads Resolution No. 2020-65 by title only (if approved above)
3) Adopt Resolution No. 2020-65

C. **Consideration and Approval of Contract:** Change Order No. 14 with Shephard Wesnitzer, Inc. in the amount of $374,135.00 and add 180 calendar days for the Rio de Flag Flood Control Utility Relocation design services contract

STAFF RECOMMENDED ACTION:

1. Approve Change Order No. 14 with Shephard Wesnitzer, Inc. the amount of $374,135.00.
2. Add 180 calendar days to the design services contract
3. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Approve the Real Estate Purchase and Sale Agreement between the City of Flagstaff and Allen T. Ginsberg for the purchase of 424 East Butler Avenue (104-01-023) for the purpose of public right-of-way for the Lone Tree Overpass project. The property consists of a Single Family Dwelling and approximately .82 acres on the Northwest corner of South Colorado Street and East Butler Avenue.

STAFF RECOMMENDED ACTION:

Approve the Real Estate Purchase and Sales Agreement between the City of Flagstaff and Allen T. Ginsberg; and, authorize the City Manager to execute all necessary documents to fulfill the intent of this Purchase and Sales Agreement.

E. **Consideration and Adoption of Resolution No. 2020-66:** A resolution of the Flagstaff City Council declaring a housing crisis for the City of Flagstaff, prioritizing affordable housing within City operations to create safe, decent and affordable housing opportunities for all community members.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-66 by title only
2) City Clerk reads Resolution No. 2020-66 by title only (if approved above)
3) Adopt Resolution No.2020-66

F. **Consideration and Adoption of Ordinance No. 2020-33:** An ordinance of the City Council of the City of Flagstaff, amending City Code Title 7, Health and Sanitation, Chapter 03-001-0014, Water Conservation to prohibit the use of potable water to fill amenity lakes, ponds, or other bodies of water; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the December 1, 2020 Council Meeting:
1) Read Ordinance No. 2020-33 by title only for the first time
2) City Clerk reads Ordinance No. 2020-33 by title only (if approved above)

At the December 8, 2020 Special Council Meeting:
3) Read Ordinance No. 2020-33 by title only for the final time
4) City Clerk reads Ordinance No. 2020-33 by title only (if approved above)
5) Adopt Ordinance No. 2020-33

10. COUNCIL LIAISON REPORTS

11. CITY MANAGER REPORT

A. City Manager Report

12. COVID-19 UPDATES

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

14. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

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

Dated this _____ day of _____, 2020.

_____
Stacy Saltzburg, MMC, City Clerk

5. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Co-Submitter:	Rose Toehe
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration of Appointments: Indigenous Commission

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring in December 2021.
Make two appointments to terms expiring in December 2022.
Make three appointments to terms expiring in December 2023.
Make three appointments to ex-officio members from the Indigenous Peoples Advisory Council.

Executive Summary:

The Indigenous Commission will consist of seven (7) voting members and three (3) ex-officio (non-voting) members from the Indigenous Peoples Advisory Council appointed by the City Council in accordance with a Memorandum of Understanding between the City of Flagstaff and the Coconino County Indigenous Peoples Advisory Council. Members must have a tribal affiliation as enrolled members of a tribe/nation recognized by the federal and/or state governments. Members will have interest in the issues presented in the Strategic Plan as presented to City Council by the Coordinator for Indigenous Initiatives. The Commission will serve as an advisory board to City Council; make recommendations with respect to certain policies, needs, issues, and methods in promoting the Strategic Plan and Recommendations accepted by City Council; and furnish the City Council with information through the Coordinator for Indigenous Initiatives. As this is a new commission, there are currently 10 seats available for appointment (7 voting members and 3 ex-officio members).

There are 10 applications on file for consideration by the Council.

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

There are seven (7) applications on file for voting members and three (3) applications on file for ex-officio members for consideration by the Council. The applications are as follows:

- Diana Cudeii - Ex-Officio (new applicant)
- Dorothy Gishie - Ex Officio (new applicant)
- Meg Kabotie Adakai - Ex Officio (new applicant)
- Cora M. Phillips (new applicant)
- Courtney Scott (new applicant)
- Fawn Toya (new applicant)

- Joe W. Washington (new applicant)
- Kiara L. Weathersby (new applicant)
- Shawna Whitehat (new applicant)
- Jonathan Yellowhair (new applicant)

To maintain the randomness of Councilmember appointments the appointment assignment list will be repeated. Some Councilmembers will be able to make two appointments and some will only make one appointment.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Salas, Councilmember Aslan, Councilmember McCarthy, Councilmember Odegaard, Vice Mayor Shimoni, Councilmember Whelan, and Mayor Evans.

Financial Impact:

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

Policy Impact:

None.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Inclusive and Engaged Community

- Foster community pride & civic engagement by increasing opportunities for public involvement, in line with best practices & legal requirements
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1) Appoint 10 Commissioners (7 voting and 3 ex-officio): By appointing members at this time, the Indigenous 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: The vacancies were posted on the City's website and multiple social media posts were made. Additionally, outreach was done through presentations and communications from the Coordinator of Indigenous Affairs to organizations and through word of mouth.

Attachments: Indigenous Commission Authority

CHAPTER 2-26
INDIGENOUS COMMISSION

2-26-001-0001 CREATION OF COMMISSION

An Indigenous Commission is hereby created.

2-26-001-0002 MEMBERS AND OFFICERS

The Indigenous Commission shall have seven (7) voting members appointed by the City Council and three (3) ex-officio (non-voting) members from the Indigenous Peoples Advisory Council appointed by the City Council in accordance with a Memorandum of Understanding between the City of Flagstaff and the Coconino County Indigenous Peoples Advisory Council. All voting members shall reside within the Flagstaff City limits.

A. Members must have a tribal affiliation as enrolled members of a tribe/nation recognized by the federal and/or state governments. Members will have interest in the issues presented in the Strategic Plan as presented to City Council by the Coordinator for Indigenous Initiatives.

2-26-001-0003 TERMS OF OFFICE

A. Terms shall be for three years except for the first appointments to create staggered terms. The City Council shall appoint three members for three (3) year term, 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.
B. The City Council will make every effort to recruit and appoint those individuals that represent the diverse Indigenous population of Flagstaff and who have demonstrated an interest in the recommendations as directed at the October 10, 2017 City Council meeting by the Indigenous Circle of Flagstaff.
C. Two (2) Co–Chairpersons from among the seven (7) voting members shall be selected by a majority vote of those members at a meeting called for that purpose.

2-26-001-0004 PURPOSE AND DUTIES

A. The Indigenous Commission serves as an advisory board to City Council, makes recommendations with respect to certain policies, needs, issues, and methods in promoting the Strategic Plan and Recommendations accepted by City Council and furnishes the City Council with information through the Coordinator for Indigenous Initiatives.

B. The duties of the Indigenous Commission shall include:

1. Fostering mutual understanding, respect and awareness among all citizens within the City of Flagstaff; recognizing the different economic, cultural, social, racial, religious and ethnic groups within the City; cooperating in the development of educational programs dedicated to improvement of community relations with and to enlist the support of various groups to foster understanding of strategic plan.
2. Developing recommendations for the Mayor and City Council to assist in developing certain policies required to respond to the concerns and needs of those in the community and on the Commission in the promotion of strategic plan.
3. Advising and assisting the City Council on ways to educate the community and

developing ways to disseminate such information through surveys, studies, forums, workshops, brochures or other events.

4. Developing and providing public forums for identifying and discussing issues of interest relating to the area of Indigenous related awareness.
5. Acting as an information or referral group to assist individuals, organizations and employers in an effort to aid the community towards greater understanding and respect for diversity awareness among all individuals.

C. The Indigenous Commission shall not advise or make recommendations to the City Council regarding:

1. Any litigation involving any Indigenous peoples or tribes.
2. Any water matters or issues.
3. Any land matters or issues.

C. Strategic Plan and Recommendations:

1. Visibility: To build visibility of Indigenous presence and contributions through public art, street and place names, public advertising, and possible support for a Flagstaff Powwow.
2. Economic Inclusion: Finance and promote a study to quantify Indigenous contribution to Flagstaff's economy. Create a directory of and promote Indigenous-owned businesses in Flagstaff. Feasibility study for a public marketplace for Indigenous artists.
3. Community Cultural Center: Develop a vision statement, and to identify a location, administrative structure, and funding partners for an Indigenous Community Cultural Center. This is the costliest of the recommendations and also the most frequently articulated.
4. Education: Work with Flagstaff Unified School District to support expanded curricula and staff training on Indigenous histories, cultures, and contributions.
5. Public Safety and Criminal Justice: Work with Police, Fire Departments and the Courts to include conversations and input on public safety.
6. Wellness: Take initiative in identifying, assisting, and supporting Indigenous organizations to build culturally grounded resources for the treatment of intergenerational trauma and other sources of damage expressed by means of substance abuse, homelessness, domestic violence, and suicide. Including positive programs such as Indigenous community gardens and youth-elder programs ideally based within Community Cultural Center. Explore ways to show consideration and respect for lands that are revered, beloved, and sacred for Indigenous people. This is a paramount issue of physical, mental, and spiritual health for the Indigenous people of Flagstaff.
7. Housing: Work with Indigenous organizations to further support affordable housing for Indigenous people. Identify and recommend ways the City can ease the burden of Flagstaff's restrictive price levels for housing and utilities.
8. Transportation: Explore solutions to regional transportation deficits that place particular obstacles in the path of Native Indigenous people who travel between the City and nearby homes or additional family homes for work, shopping, family connections, and health services.

2-26-001-0005 MEETINGS; ATTENDANCE

A. The Commission shall hold regular meetings at such dates and times as determined by the members except that the Chairperson may call a special meeting with not less than twenty-four (24) hours' notice as properly posted under Arizona Open Meeting laws.

B. The Indigenous Commission shall not conduct any business at a meeting unless a quorum is present. A quorum shall consist of four (4) voting members of the Commission.

C. Official business shall be conducted pursuant to the Board and Commission Members' Rules and Operations Manual adopted by Resolution No. 2019-38 of the City Council, as may be amended from time to time, and in accordance with meeting procedures, if any, adopted by the Commission insofar as they are not in conflict with the Board and Commission Members' Rules and Operations Manual. In the event of any such conflict, the provisions of the Board and Commission Members' Rules and Operations Manual shall prevail.

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Action on Liquor License Application: Theresa June Morse "FLG Terroir," 17 N. San Francisco St. #2A, 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.

FLG Terroir is an existing business in Flagstaff. FLG Terroir possesses a Series 07 Beer and Wine Bar (#07030089). If approved, it will be the 31st active series 10 license in Flagstaff. FLG Terroir plans to make their Series 07 license inactive if the Series 10 is approved.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 PBB Key Community Priorities/Objectives & Regional Plan:

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

Has There Been Previous Council Decision on This:

Not applicable.

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 December 3, 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 November 10, 2020. No written protests have been received to date.

Attachments:

Letter to Applicant
Hearing Procedures
Series 10 Description
FLG Terroir - PD Memo
FLG Terroir - Zoning Memo
FLG Terroir - Map

City of Flagstaff

OFFICE OF THE CITY CLERK

11/16/2020

Theresa June Morse
FLG Terroir
17 N. San Francisco Street #2A
Flagstaff, AZ 86001

Dear Ms. Morse:

Your application for a new Series 10 Liquor License for FLG Terroir located at 17 N. San Francisco Street #2A, Flagstaff, AZ was posted on November 10, 2020. The City Council will consider the application at a public hearing during their regularly scheduled City Council Meeting on **Tuesday, December 1, 2020 which will begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference (Microsoft Teams Meeting) and be prepared to answer any questions that the City Council may have. The instructions on how to join the online meeting will be emailed to you prior to the hearing. 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 November 30, 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 or 928-220-5995.

Sincerely,

Stacy M. Fobar

Stacy M. Fobar
Deputy City Clerk

Enclosures

City of Flagstaff

Liquor License Application
Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.

2. The presiding officer will request that the Applicant come forward to address the Council regarding the application in a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.

3. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.

4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.

5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.

6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.

7. The presiding officer will then close the public hearing.

8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;

2. Number and types of licenses within one mile of the proposed premises;

3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;

4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;

5. Residential and commercial population density within one mile of the proposed premises;

6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;

7. Effect on vehicular traffic within one mile of the proposed premises;

8. Compatibility of the proposed business with other activity within one mile of the proposed premises;

9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;

10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;

11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and

12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

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

Non-transferable
Off-sale retail privileges
Note: Terms in **BOLD CAPITALS** are defined in the glossary.

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

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

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

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

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

FLAGSTAFF POLICE DEPARTMENT
911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001• (928) 779-3646
ADMIN FAX (928)213-3372
TDD 1-800-842-4681

Chief of Police
Kevin D. Treadway

MEMORANDUM

Memo #20-078

TO: **Chief Dan Musselman**

FROM: **Sgt. Ryan Turley**

DATE: **November 5th**

RE: **LIQUOR LICENSE APPLICATION – SERIES 10 - FOR "FLG Terroir".**

On November 5th, I initiated an investigation into an application for Series 10 (Beer and Wine Store) liquor license application filed by Theresa Morse (Agent), Pamela Hyde (Controlling Person), Douglas Brozovsky (Controlling Person) and Frederic Wojtkielewicz. The license # is 123359, and it is for FLG Terroir located at 17 N. San Francisco St # 2A

I conducted a query through local systems and public access on Theresa, Pamela, Douglas and Frederic and I found no derogatory records for them.

I found no current or historic liquor violations under this existing license number or applicants. There is no school or church within 300 feet of the building. I was not provided any documents to indicate that any of the applicants have taken a liquor law training course within the past three years.

I spoke to Douglas about this application. He confirmed that he or one of the other applicants would attend the council meeting on December 1st, 2020. The hours that FLG Terroir would be open from 4PM to 12AM Monday through Thursday, 2PM to 1AM on Saturday and 2PM to 10PM on Sunday.

Planning and Development Services Memorandum

To: Stacy Fobar, Deputy City Clerk

From: Reggie Eccleston, Code Compliance Manager

CC: Tiffany Antol, Planning Director

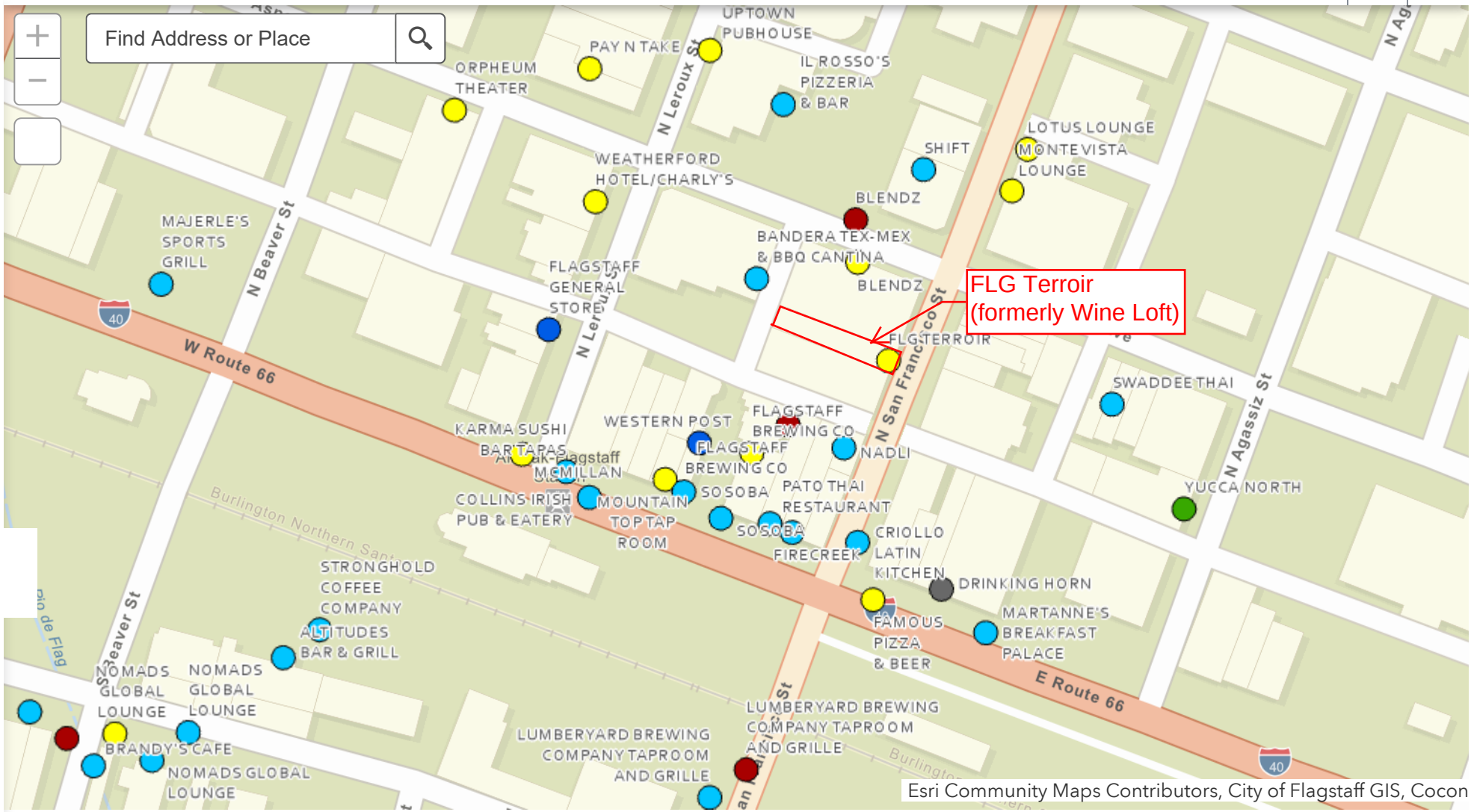
Date: November 12, 2020

Re: Application for Liquor License #123359
17 N. San Francisco St., Flagstaff, Arizona 86001
Assessor's Parcel Number 100-20-016
Theresa June Morse on behalf of FLG Terroir

This application is a request for a new Series 10 Beer & Wine Store liquor license by Theresa June Morse on behalf of FLG Terroir. This business is located within the Central Business district. This district does allow for this use.

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

Active Liquor Licenses City of Flagstaff GIS



7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jessica Cortes, Court Administrator
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration of Appointment: Magistrate for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the Judicial Appointment Advisory Panel's recommendation to appoint Amy Mabius Criddle as Magistrate.

Executive Summary:

Appointment of all magistrates is required to be completed by the Flagstaff City Council for a two-year term under both the City Charter and FCC Section 1-15-001-0002(A). Appointment of magistrates for the Municipal Court allows for ongoing operations of the court without interruption.

Magistrates hear criminal, civil, traffic and local code violations that are filed in the Flagstaff Municipal Court. They conduct trials, both jury and non-jury, and sentence individuals within the parameters set by law. Magistrates are required for the ongoing operational needs of the Municipal Court. Magistrates are critical to the criminal and civil processes of the judicial branch.

Financial Impact:

Funding for this judicial position is included in the approved budget of the Flagstaff Municipal Court. No additional budgetary impact is anticipated.

Policy Impact:

Magistrates are critical to the criminal and civil processes of the judicial branch. This appointment will aid in maintaining an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent and fair judicial branch provides balance to criminal and civil matters that require resolution within our municipality.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Personnel - Attract and retain quality staff.

Has There Been Previous Council Decision on This:

The Council will have vetted the magistrate candidates in Executive Session on November 24, 2020.

Options and Alternatives:

Approve the appointment.
Don't approve the appointment and request alternative candidates for Council consideration.

Attachments:

7. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Gail Brockman, Park Flag
Co-Submitter:	David McIntire
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

~~**Consideration and Approval of Contract:** Approve a cooperative purchase contract with Passport Labs, Inc. for parking enforcement software services utilizing the National Cooperative Purchasing Alliance (NCPA) Contract (Contract # 05-20).~~

STAFF RECOMMENDED ACTION:

~~1. Approve the amendments made to the contract with Passport Labs Inc., including the extension of the contract at the discounted rate for parking software and services in an amount not-to-exceed $140,329.92 over a four year contract period, identified as Years 4,5,6 and 7:~~

- ~~Annual Breakdown~~
- ~~Year 4 $32,558.20~~
- ~~Year 5 $34,186.11~~
- ~~Year 6 $35,895.42~~
- ~~Year 7 $37,690.19~~

~~2. Approve the changes to the language of the contract to include an overlap of services from Nupark during the implementation of Passport.~~
~~3. Authorize the City Manager to execute the necessary documents.~~

Executive Summary:

On August 18, 2020 the City Council approved a cooperative purchase contract with Passport Labs, Inc. ("Passport") for the annual subscription for parking enforcement software and enforcement equipment; however, Passport later requested clarifications as to its scope of work and this contract has not been executed.

The new proposed cooperative purchase contract with Passport includes an updated scope of work, and clarifies the transition in services between the current Nupark contract and the new Passport contract. Also, Passport has offered the City of Flagstaff an additional year to be added to the contract on the same discounted price scale.This is beneficial for the ParkFlag program considering the loss of revenue experienced in response to COVID-19. This amended contract with Passport Labs Inc. will extend our contractual relationship for software services until 2024. The detailed contract pricing sheet will be attached prior to the December 1, 2020 Council Meeting.

Financial Impact:

The contract is a necessary expense for the parking program and is budgeted annually in account 061-07-0891-6-4343 with total FY 2020-21 budget of $110,978 for all software contracts. Though ParkFlag is currently suspended and not making revenue, the subscription for enforcement software is in ParkFlags's existing budget and is necessary to maintain for program re-engagement in March 2021 and for current title 9 enforcement status. The one year extension of the contract is beneficial, providing ParkFlag the continued discounted rate for the contracted services.

Policy Impact:

There would be no change in policy.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

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

Regional Plan

Policy LU 10.2.) Support on-street parking, shared lots and parking structures.
Policy LU 12.2.) Create downtown parking strategy plan that continues to utilize and improve upon on-street parking, public parking lots and garages, and shared private parking spaces, with clear signage for wayfinding and to inform the public of all parking options.

Has There Been Previous Council Decision on This:

Council approved a cooperative purchase contract with Passport on August 18, 2020; however, this contract has not been executed.

Options and Alternatives:

1. Approve proposed contract;
2. Do not approve proposed contract and continue using services of Passport under the existing contract. However, this is not recommended because its software offerings are not as useful to the City.
3. Direct staff to take other action.

Attachments:

City-Passport Contract
Statement of Work
Agency Contract - Passport Response
Agency Contract - renewal
Agency Contract - award
Agency Contract - RFP26-16

COOPERATIVE PURCHASE CONTRACT
Contract No. 2021-03

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2020 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Passport Labs, Inc., DBA Passport, a Delaware Corporation, ("Contractor").

RECITALS:

A. Contractor has an agreement with the National Cooperative Purchasing Alliance ("NCPA") Abilene, Texas, Cooperative Purchasing Agreement awarded April 2016 (NCPA RFP#26-16/Contract #05-20) 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; and

C. The City is already doing business with Passport Labs, Inc. as successor in interest to NuPark under a contract dated February 5, 2020, but desires to transition to a new software program and the terms and conditions as described herein.

AGREEMENT:

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

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

Passport Labs, Inc. Parking Transition

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided not to exceed one hundred-forty thousand three hundred twenty-nine dollars and ninety-two cents **($140,329.92) including other fees and taxes,** as set forth in Exhibit A. Payment shall commence upon the "go-live" date when the new software program is implemented.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract term shall commence upon the "go-live" date when the new software program is implemented. This Cooperative Purchase Contract shall remain in effect until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

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

8. Transition. The prior contract entered into by and between the City and Passport as successor in interest to NuPark dated February 5, 2020 ("Prior Contract") shall remain in effect until the "go-live" date when the new software program is implemented at which time the Prior Contract shall automatically expire. Passport shall provide written notice of the "go-live" date to the City. Passport will refund to City a proportionate share of any annual payments or similar advance payments made under the Prior Contract, so that payment is only made through the expiration date of the Prior Contract.

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

Price: See Attached.

Specifications: See Attached.

Schedule of performance: See Attached.

Delivery location: City of Flagstaff, 211 W. Aspen Avenue, Flagstaff, Arizona 86001 or such other City of Flagstaff address or electronic delivery site specified by City in writing.

Notices: All notices to City shall be sent to:

Brian Eilerts, MBA, CSSMBB
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2275
Brian.Eilerts@flagstaffaz.gov

Certificate of Insurance: See Attached.

EXHIBIT B
AGENCY CONTRACT

NCPA RFP#26-16 for Integrated Parking Management System
Passport's Response
Award Letter
Renewal Letter

Agency contract documents are found on Passport's NCPA contracts page:
http://www.ncpa.us/Vendors/Details/1229

S:\Legal\Civil Matters\2020\2020-068 EV Passport (Paid Parking Software) Cooperative Purchase\NuPark to Passport Contract 11-18-20.doc

Statement of Work

City of Flagstaff, AZ
November 5th, 2020

Project Overview

Scope of Work
- Configurations
  - Gateway and Merchant Processing
  - Citation Management
    - Legacy Citation Import
    - Citation Management (Back-Office)
    - OpsMan Mobile Monitoring and Issuance Application
    - Citation Lifecycle
    - Citation Payment Portal and Adjudication
      - Payments
      - Adjudication
    - Citation Price and Escalations
    - Automatic Late Notice Letter Sending
    - Scofflaw List Management and Notifications (Immobilization & Tow)
    - Registered Owner Information Lookup
  - Digital Permits Product
    - Legacy Permit Import
      - Manage Permits
      - Issue Permits
      - Approval Queue
      - Reporting
    - End-User Customer Portal
    - Customization with Client Branding
    - Portal Functionality
      - Application Workflow
      - Manage Permit
  - System Training
- Custom Integrations or Configurations
  - Flowbird (formerly known as Parkeon) Parking Meter Integration
  - Pragmatica LLC Integration
- Handheld Enforcement Hardware
  - Monitoring and Issuance Devices
  - Issuance Printers
  - Custom Citation Issuance Paper

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[Implementation Timeline]

[Assumptions & Notes]

[Project Change Control]

[Acceptance]

Project Overview

Passport will perform the migration of services for the City of Flagstaff, AZ (“City”) from the NuPark platform onto the Passport product set inclusive of the Citation Management (“CMP”) and Digital Permits (“DPP”) Products.

During this migration effort Passport will perform the architecture, design, implementation, and information transfer for the newly identified environment.

Scope of Work

Configurations

Gateway and Merchant Processing

Passport will utilize its existing PointNPay gateway integration, configured specifically with the City’s merchant processing credentials, to set up the City’s card processing service. The funds will flow through to the City’s PointNPay merchant account on a daily basis.

The City is responsible for paying all card processing fees to support the service.

Citation Management

Legacy Citation Import

Passport will import the legacy citation data that is available in NuPark. Passport will work with the City to determine what information needs to be migrated over from the existing provider’s system.

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All unpaid citations and warnings will be imported into Passport's system for the initial system launch. Passport will ensure that all warnings and unpaid citations are imported into Passport's system accurately. After the initial launch, Passport will work to import the paid citation data into the system for record keeping purposes.

Any imported record, whether it's a citation or a warning, will be available in Passport's system for search capabilities and reporting purposes.

Citation Management (Back-Office)

Passport will provide the City with direct access to the Passport Operator Management ("OpsMan") back-office system portal, which will enable daily operations management of reporting, citation management, payment tracking and audit data.

OpsMan includes the following citation management functionality:

- Fully hosted by Passport cloud services.
- Secured Access with user specific login credentials and custom privileges per user.
    - There is not a cap on the number of users that can be setup.
- Real-time aggregator of citation data from Passport's Android issuance application, OpsMan Mobile.
- Voids.
- Refunds / Reversals.
- Escalation Schedule Resets.
- On-Demand Letter Generation for staff use.
- Officer activity logging.
- Supports and provides maintenance/edits for the following data upon proper user permissions being set:
    - Violation Date.
    - Violation Time.
    - Violation Type.
    - Zone / Location.
    - Space Number.
    - License Plate Number.
    - Vehicle Identification Number.
    - License Plate State.
    - License Plate Type.
    - Vehicle Type.
    - Vehicle Color.
    - Vehicle Make.
    - Vehicle Model.
    - Violator First Name.

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    - Violator Last Name.
    - Violator Birthday.
    - Violator Email Address.
    - Violator Address.
    - Custom Fields that are set up specifically for the Client.
    - Violation Amount Due.
    - Violation Escalation Schedule Start Date.
- Access to on-demand Reporting tools, including:
    - Violation Summary Report (by Officer, Area, Location).
    - Violation Detail Print-Out (with photo images).
    - Voided Reason Report.
    - Officer Activity Log.
    - Officer Productivity.
    - Violation Print-Out Report.
    - Hot List (boot and tow eligible) of Vehicles.
    - Disposition Code Report.
    - Citation Audit Trail.
    - Open Appeals Report.
    - Appeal Disposition Summary Report.
    - Closed Appeal report.
    - Payments Report.
    - Merchant Report.
    - Cashiers Report.
        - Violation Batches Report.
    - Adjustment Report.
    - Find Payment by Card Tail Report.
- Online user knowledge base.
- Manual citation entry for handwritten violations.
- Audit Trail for citation processing and specific activities.
- Scofflaw listing generation for delivery to the OpsMan Mobile issuance application and the Genetec License Plate Recognition system.
    - The scofflaw list of eligible license plate numbers will be delivered to Genetec's system via Secure File Transfer Protocol ("SFTP") on a daily basis.
- In-office Payment Acceptance.
    - Passport does not accept in-person credit card payments.
        - All credit card payments need to be done online through the portal.
    - Passport will not integrate with a cash draw or check reader
        - Any cash payments will need to be manually logged in OpsMan Web.
        - Any check payments will need to be manually logged in OpsMan Web.

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OpsMan Mobile Monitoring and Issuance Application

Passport will deliver the monitoring and issuance application, OpsMan Mobile, to the City to be used in conjunction with the monitoring and issuance devices the City secures. Passport's OpsMan Mobile is an Android application that provides the following functionality:

- Secured permission-based access for application functionality.
- Seamless workflow for entering the required key data for each citation.
- Real-time citation issuance and back-office system upload for all violations.
- Real-time warning issuance and back-office system upload for all warnings.
- Real-time scofflaw indication notifications.
- Real-time permit indication notifications.
- Historical LPN violation issuance history notifications.
- Offline citation and warning issuance with automatic data upload upon reconnection.
- Time limit marking (electronic chalking).
    - One vehicle tire stem marking functionality.
    - Capability to print chalking marks on overtime violations. Stem value positioning marks are not able to be printed on the citation.
- Parking enforcement officers have the ability to print or not print the notes on the citations. Regardless of printing, all notes are available in the backend system, Operator Management.
- Citation reprints.
- Real-time citation voiding capabilities.
- Last second citation data input verification.
- Last second payment verification before issuance.
- Barcode printing.
- Violation cost increases for late penalties based on a set schedule.
- Color photographs that are electronically attached to each violation.

Citation Lifecycle

After a citation has been issued, the citation can be either paid or appealed before the citation begins to escalate in price after a certain number of calendar days of no action from the violator. Please see below for a dedicated overview of each of these scenarios.

Citation Payment Portal and Adjudication

Passport will provide a web portal for violators to make payment on their citation(s). The web portal will be visually configured to match the colors and logo preference of the City.

Payments

The web portal provides the following search and payment functionality:

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- Mobile friendly, city-branded portal that allows violators to search for and pay their citations online.
- Search by Citation Number, License Plate Number or VIN
    - Citation status indication is provided as well as full details on the specific citation.
    - External Note(s) and Photographic Evidence is provided to the violator for each citation viewed.
    - Payment capabilities.
- Online Payment Capabilities
    - Shopping cart style feature to allow single or multiple citations to be paid in one transaction.
    - Credit or Debit Card payment acceptance.
    - Email notification to the payer of payment.
- Payment integration with Point & Pay

Adjudication

Passport initially will not be configuring any appeals or hearing requests processes. The City understands that they will maintain the existing process of manually filling the hearing requests within Passport's back-office system and the court. After the hearing has been conducted with the court, the hearing decision will be manually entered into Passport's back-office system.

After a citation has been manually marked for adjudication within the back-office system, that citation's escalation schedule will pause until an adjudication decision has been made. Once a decision has been made, the citation will resume its escalation schedule.

At a future date not yet determined, Passport intends to work with the City and the court to build out an integration with the court to facilitate efficiencies within the appeals process. Once built, the workflow is intended to be as follows:

Violators will be provided with the ability to appeal their violation with the City through Passport's online portal. All submitted appeals will be accessed and reviewed initially via OpsMan by the City. Permitted OpsMan users will be provided with the ability to approve or mark for denial an appeal via the web based interface. Appeals that the City believes should be denied will need to be sent to the Flagstaff Municipal Court for a hearing. As such, the City must mark the appeal for denial within OpsMan.

All marked for denial appeals through OpsMan will be sent electronically to Pragmatica LLC for court hearing scheduling purposes. Hearing decisions made by the Flagstaff Municipal Court will need to be manually updated in OpsMan for each contested citation by the City.

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Passport will deliver contested hearing information to Pragmatica LLC so that Pragmatica LLC can then transmit this information to the court.

Please refer to the Custom Integrations or Configurations - Pragmatica LLC Integration for additional details.

After a citation has been submitted for an appeal or a hearing request, that citation's escalation schedule will pause until a decision has been made on the appeal or hearing request. Once a decision has been made, the citation will resume its escalation schedule.

Passport will ensure that a citation cannot be appealed or contested if it has been either paid or if the citation has aged passed 15 calendar days from the citation issuance date.

Citation Price and Escalations

Passport will configure the citations to be priced according to the current Parking Citation Fine Schedule as supplied by the City, with the most recent schedule being dated January 2019.

Passport understands that the City issues an initial Failure to Pay Meter warning for any vehicle that has not paid for their parking and that has not received a previous Failure to Pay Meter warning within the past 365 calendar days.

- Passport understands that the warning records are reset 365 calendar days after the initial warning is issued. This means that once 365 calendar days have elapsed post issuance, the violator is then eligible to receive another warning for a non-payment infraction rather than receiving a citation.

In addition, Passport will configure the previous ticket history within the issuance application to only show those citations issued within the last 365 calendar days.

Passport acknowledges that for certain violations, like the Failure to Pay Meter or Parked Without Parking Permit violation, prices are based on the number of previously issued violations for said violation types within 365 calendar days of a warning being issued.

Passport further understands that all citations will escalate in price by $50 if the citation remains unpaid after 15 calendar days.

With respect to all of the information acknowledged and understood by Passport as set forth herein, Passport shall ensure that its system integrates these requirements in a manner satisfactory to the City.

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Automatic Late Notice Letter Sending

Passport understands that it is the City's desire to print and ship the late notice letters to the violators itself. As such, Passport will deliver a website to the City that will act as a repository of the late notice letters that Passport's system has generated based on the citations lifecycles.

It is the City's responsibility to frequent the website to determine if any new late notice letters are available for printing and shipping. As citations age to the appropriate number of days post issuance, Passport's system will automatically generate the late notice letter PDF and deliver the letter to the website. This process will occur behind the scenes continuously.

When the City accesses the website, they will have the ability to print all of the outstanding late notice letters. If there is more than one late notice letter outstanding, then all outstanding late notice letters will be in the document that is printed to promote efficiency and save time. In other words, if two late notice letters are outstanding, rather than having to print each individual letter, clicking print will allow you to print both letters consecutively under one print job.

Trail items will be added to the back-office system indicating a late notice letter was mailed out for each citation when the late notice letter is delivered to the website.

Scofflaw List Management and Notifications (Immobilization & Tow)

Passport has the ability to maintain a scofflaw list and notify officers when an LPN or individual meets the immobilization or tow criteria. Passport understands that the City wishes to maintain a scofflaw list for boot and tow purposes.

Passport will work with the City to scope the level of effort and work required to set up and maintain a scofflaw list once the City is ready to move forward. Passport's setup of the scofflaw list is included as part of this SOW and Passport will proceed with this item upon notification from the City.

Registered Owner Information Lookup

Passport will provide registered owner lookup services to the City via NLETS. NLETS provides registered owner lookups in all 50 United States based on Passport providing NLETS with license plate information. In order to leverage the NLETS service, the City will be required to provide Passport with an executed NLETS Agency Authorization Form.

Registered owner information provided by NLETS will be pulled for each individual citation one day after the citation is issued. The registered owner information will be used to populate a late payment notice to the violator if they have not paid or appealed their violation within a certain amount of calendar days post issuance.

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The registered owner information will be able to be viewed within OpsMan for each issued citation if NLETS provides the registered owner information back to Passport.

NLETS provides current (at time of lookup) registered owner information and does not provide historical violator information. Please note that lookup success rates vary from roughly 80% to 95% based on the variance of data available in the unique DMV systems. This means that some lookups will fail based on missing correlating DMV data. This is not something that Passport can remedy or be accountable for.

Digital Permits Product

Legacy Permit Import

Passport will import the legacy permit data that is available in NuPark. This will include all permits that will be active during the transition as well as those with any and all past history. The following data fields can be supported through the import, with an indicator if the data field is required during the import:

Permit Information Data Fields:

- Permit Number - Required
- Permit Issue Date - Required
- Permit Type - Required
- Permit Cycle - Required
- Zone Name - Required
- Permit Holder First Name - Required
- Permit Holder Last Name - Required
- Permit Holder Email Address
    - Required if there's no phone number
- Permit Holder Phone Number
    - Required if there's no email address
- Permit Holder Address - Required
- Permit Holder Address 2
- Permit Holder City - Required
- Permit Holder State - Required
- Permit Holder Zip Code - Required
- License Plate Number - Required
- License Plate State - Required
- License Plate Type - Required
- Vehicle Make
- Vehicle Model
- Vehicle Color

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- Waitlist Position
- Permit Notes

Passport will provide the City with direct access to its back-office portal, Operator Management ("OpsMan"), that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office portal also allows administrators to manage customer accounts and issue permits.

Manage Permits
Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:
- Viewing a permit's status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts
- Edit unrestricted Permit details
- Update the status of a permit: disable or cancel
- Renew and apply payments to permits
    - Passport does not accept in-person credit card payments.
        - All in-person credit card payments need to be done online through the portal or manually logged in OpsMan Web after being processed through an external system.
    - Passport will not integrate with a cash draw or check reader
        - Any cash payments will need to be manually logged in OpsMan Web after being processed through an external system.
        - Any check payments will need to be manually logged in OpsMan Web after being processed through an external system.

Issue Permits
Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:
- Waitlist / limit information
- Eligibility requirement and document submission override

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Approval Queue
The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered for specific permit types.

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications

Reporting

Reports are made available within the City portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
    - All cashflow shown in one report.
    - Allows filtering by date range
- Exportable permit zone report
    - Allows filtering by zone, status, and/or date range.
- Exportable permit detail report
    - Allows filtering by type, cycle, status, and/or date range.

Employee/Fleet Account Management

Passport's employer permits module allows the City to centralize the management of all permits associated to a single employer, under one single account, controlled by appointed administrators. This functionality includes better management experience for large scale employers, easier billing, and enables custom limitations, rules, or pricing that would not be available to individual permits. Accounts can have multiple administrators who have the ability to add, update, or disable permits as needed. The ability to make payments or take other billing related actions, however, is limited to one single administrator.

End-User Customer Portal

Passport will provide the Client with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s).

Customization with Client Branding

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The permit portal will be accessible online at a white-labeled domain name determined by Passport with feedback provided by the City. The permit portal provides the following branding capabilities:

- City's logo - no color adjustments can be accomodated.
    - The Client must provide JPEG (or similar format) of their logo.
- One primary and secondary color should be defined by City
- URL
    - The URL for end-user customer portal will be <subdomain>permits.rmcpay.com

Portal Functionality

The following functionality will be available to the end-users through the customer portal:

- View available permit types
- View waitlist position
- Complete an online application to apply for the permits
    - Upload supporting collateral to meet permit qualification requirements (i.e. Proof of Residency, vehicle registration, etc.)
- Shopping cart style checkout for purchasing multiple permit payments.
- Add / remove debit or credit cards
- Auto-renewals
- FAQ’s

Application Workflow

Permit applications function as a stepped, progressive series of data collection covering all information required of the applicant. The workflow allows open selection and application for any permit type.

- All applications are started by selecting a permit type.

Core functionality includes:

- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload

Manage Permit

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible

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- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles, if allowed.
- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts.

System Training

Once a majority of the project milestones have been completed and the target launch date is confirmed, Passport will work with the Client to set-up the remote web-based training plan. Passport will assist the Client with determining who should be involved in the training sessions and when they should occur from a scheduling perspective around the target go-live date.
Passport will host a training session with any Client employees who will interact with the new Passport Parking system. Passport recommends that all parking staff, anyone responsible for the adjudication of parking citations, Client accountants, and enforcement managers be present for training. Passport will work with the Client if additional training sessions are required.

All training is done via a “Train the Trainer” method, equipping each person present with the tools and knowledge to train their teams now and in the future.

Custom Integrations or Configurations

Flowbird (formerly known as Parkeon) Parking Meter Integration

Passport will integrate with Flowbird’s license plate based parking meters for the purpose of monitoring parking meter parking sessions.

Pragmatica LLC Integration

Passport will integrate with Pragmatica LLC for the purpose of providing registered owner and violator information to the Flagstaff Municipal Court for contested citation hearing adjudication.

Passport will provide Pragmatica LLC with a workflow document to define the integration once technical scoping on the integration has been completed.

This integration will not be initially available for the City and will need to be scoped when the City would like to move forward.

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Handheld Enforcement Hardware

Monitoring and Issuance Devices

Monitoring and Issuance Devices
Passport's OpsMan Mobile application is required to be run on either a Samsung Galaxy S8 or Samsung Galaxy S9.

- It is the City's responsibility to purchase the devices.
- The City is responsible for the data plans associated with all of the devices.
- Passport will credit the City $2,400 for the initial devices and data plans.

The City is responsible for the cost of purchasing any additional devices beyond the original purchase that Passport will credit to the City.

Issuance Printers

Passport requires the use of Zebra Thermal ZQ320 wireless bluetooth printers.

- Passport will secure, configure, and deliver six (6) Zebra Thermal ZQ320 wireless bluetooth printers.
    - The cost owed to Passport by the City for each printer is $600.

The City is responsible for the cost of purchasing any additional printers beyond the original purchase as well.

Custom Citation Issuance Paper

- Passport will customize the front of the citation to include the City's name, the online payment and appeal portal website, the required values/fields for printing, the layout, barcodes, and other stylistic requirements.
- The City may choose to customize the back of the citation, including information related to payment options, the boot/tow process and the appeals process.
- Passport will work with the City to create the digital proof of the citation paper. Passport will place the initial order and all subsequent orders for paper. Passport will not order paper unless they are provided with written approval from the City.
    - Paper cost and inventory tracking will be the City's responsibility.
    - Paper orders take 4-5 weeks to process for both initial orders and subsequent orders. This cannot be expedited.
    - The price per roll for custom paper is dependent on the quantity ordered. Pricing is subject to change due to variable rates from the 3rd party vendor:

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Quantity	50 Rolls	150 rolls	500 rolls	2000 rolls
Price Per Roll	$21.19	$9.13	$4.85	$3.36

Implementation Timeline

Passport has a general implementation plan that has been built off best practices; however, the finalized implementation plan will be created following the kick-off call between Passport and the City. Each week the designated project manager will hold a call with the City's project team to brief them on what stage the project is in, what was accomplished in the last week, outstanding items, and what steps will be taken for next week. Following the call, the project manager will send an email to the City, recapping what was discussed.

Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the City's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional City responsibilities include:

- Providing operational information in a timely manner.
- Providing a list of stakeholders for preliminary implementation.
- Making a good faith effort to facilitate the continued progress of the implementation.
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system.
- Provide written approval on each aspect of the system.

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a

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new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the City's objectives in the context of the latest information.
- The City will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the City and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects

- Upon approval by all parties, the impact assessment associated with such a change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.

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Acceptance

Please indicate your acceptance of this Statement of Work by signing below. Any changes to this Statement of Work shall be approved by both parties and may result in additional costs.

City of Flagstaff, AZ

Authorized Name: _____

Title: _____

Signature: _____

Date: _____

Passport Labs, Inc.

128 S. Tryon St. Suite 2200 Charlotte, NC 28202

Authorized Name: _____

Title: _____

Signature: _____

Date: _____

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Passport



National Cooperative Purchasing Alliance

Passport

Request for Proposal for Integrated Parking Management System RFP No. 26-16

Due: November 3, 2016 at 2:00PM CST

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

From:
Passport
427 Tatnall Street, Suite 27927
Wilmington, DE 19801-2230
USA
(704)-837-8066

Cover Letter

PassportParking, Inc. ("Passport") is pleased to present a proposal for a pay by phone application for the National Cooperative Purchasing Alliance, Region 14 Education Service Center. Passport provides an unparalleled software and management experience to both parking customers and municipalities across North America. While others have taken the approach of a one-size-fits-all solution, Passport recognizes the significant nuances of individual cities and environments. In 2014, Passport developed and deployed the first ever private label mobile payment for parking application, ParkOmaha. Since launching ParkOmaha, Passport has taken the approach of offering a custom configured application with the ease of an off the shelf solution.

Passport currently serves over 250 clients, including Boston, Toronto, and Chicago. Every client has access to the same features as every other client and may choose to turn features on or off depending on that city's unique needs. In its experience working with so many cities, Passport has a complete understanding of the entire value chain of parking, from session initiation to citation payment, and will guide the city to the best suited feature set. Passport's applications, leadership team, implementation process, and programming architecture reflect a continued commitment to specialized support for each parking operation.

Passport's technological superiority and attentiveness to customer service has yielded a 100% municipal client retention rate while maintaining 95% of its contracts on a month to month basis. Passport's clients stick with Passport because of its commitment to creating a memorable user experience and constantly seeking and incorporating client feedback into the product.

Passport is thrilled to have the opportunity to partner with the NCPA and deliver its world-class product to the Region 14 Education Service Center. Please review the following proposal and do not hesitate to reach out to me with any questions or clarifications related to this proposal.

Best Wishes,



Khristian Gutierrez
CBDO, Passport
Khristian.Gutierrez@passportinc.com

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Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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

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

- Pricing

  - <u>All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:

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

- Indemnity

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

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

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

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

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

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

- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure
    - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
    - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Prevailing Wage
    - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
    - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
    - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $1 - $2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- Clarifications / Discussions

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

- Multiple Awards

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

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

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

Signature Form

The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	PassportParking, Inc.
Address	427 Tatnall Street, Ste. 27927
City/State/Zip	Wilmington, DE 19801
Telephone No.	(302) 543-2882
Fax No.	(888) 804-1783
Email address	RFP@Passportinc.com
Printed name	Khristian Gutierrez
Position with company	Chief Business Development Officer
Authorized signature	

NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of November 14, 2016, by and between National Cooperative Purchasing Alliance ("NCPA") and PassportParking, Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated November 14, 2016 referenced as Contract Number 05-20, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Integrated Parking Management System;

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

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

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

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

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

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

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

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

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

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

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

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

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

National Cooperative Purchasing Alliance:		**Vendor:**	PassportParking, Inc.
Name:	Matthew Mackel	Name:	Khristian Gutierrez
Title:	Director, Business Development	Title:	Chief Business Development Officer
Address:	PO Box 701273	Address:	427 Tatnall Street, Ste. 27927
	Houston, TX 77270		Wilmington, DE 19801
Signature:		Signature:	
Date:	November 14, 2016	Date:	11/23/16

Vendor Questionnaire

Tab 3 – Vendor Questionnaire

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

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

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

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

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

☐ American Somoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☑ Puerto Rico
☐ Guam	☑ U.S. Virgin Islands
☐ Midway Islands	

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of Charlotte, State of NC
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☑ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:

☑ Manufacturer Direct	☐ Certified education/government reseller
☐ Authorized Distributor	☐ Manufacturer marketing through reseller
☐ Value-added reseller	☐ Other: _____

- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

Contact Person: Xue Liu
Title: Account Manager
Company: PassportParking, Inc.
Address: 427 Tatnall Street, Ste. 27927
City: Wilmington State: Delaware Zip: 19801
Phone: (302) 543-2882 Email: Xue@Passportinc.com

- Purchase Orders
  - Contact Person: Xue Liu
  - Title: Account Manager
  - Company: PassportParking, Inc.
  - Address: 427 Tatnall Street, Ste. 27927
  - City: Wilmington State: Delaware Zip: 19801
  - Phone: (302) 543-2882 Email: Xue@passportinc.com
- Sales and Marketing
  - Contact Person: Daniel Bliley
  - Title: VP of Marketing
  - Company: PassportParking, Inc.
  - Address: 427 Tatnall Street, Ste. 27927
  - City: Wilmington State: Delaware Zip: 19801
  - Phone: (302) 543-2882 Email: Daniel.Bliley@passportinc.com

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

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

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

    ☐ Yes ☑ No

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Vendor Profile

PassportParking, Inc.
est. 2011

Passport's founding was the culmination of the lifelong entrepreneurial aspiration of Bob Youakim. After college, Bob was working with Wells Fargo in Charlotte, NC where he had daily interaction (and headaches) with the bank's parking payment stations. Bob also realized the inefficiencies of the parking industry given that he was able to get away without paying for his parking for weeks at a time. Upon discussion with people in the parking industry, Bob quickly realized that the industry was ripe for disruption and that there were ways to incentivize both the client and end user to drive the industry forward.

In the summer of 2011, Khristian Gutierrez, a co-worker of Bob's at Wells Fargo's New York office, left the bank to join Bob as a managing partner at Passport. Together, they noticed that the field of mobile payments software applications had only two main competitors and that the applications were often unattractive, plagued with errors, and not well received by any users. It was at this time that Passport changed its focus from providing parking hardware to building sleek, scalable, and user-friendly mobile payments software for the parking industry.

Passport launched its first product, an Interactive Voice Response ("IVR") mobile payment application on NCDOT property, where it was beta tested under the name Alliance Parking. The success of this prototype resulted in the formation of Passport's dedicated software engineering team and the hiring of Brad Powers, CTO. Passport made its official debut in February 2012 at Startup Riot in Atlanta, GA.

In 2012 Passport won a Mobile Payments contract for the entire city of Asheville, NC. Throughout meetings with the city managers, Passport discovered that there was a strong demand for city-branded municipal applications. The idea of private label mobile payment applications came to fruition and is still a big driver for clients to use Passport's applications across the nation.

In January 2013, Passport closed a deal with the city of Omaha, NE to implement a citation enforcement solution and create the base of Passport's current Citation Management Platform. However, by marketing its Private Label capabilities, Passport was also able to secure a deal to provide private label mobile payments for the entire city of Omaha. "Park Omaha" was born, paving the way for the Private Label Payments product. With a fully formed product in the marketplace, Passport filed for incorporation in the state of Delaware.

In the fourth quarter of 2013, Passport signed a deal with Chicago Parking Meters to provide a private label mobile payments platform for the entire city of Chicago. With this deal also came Passport's Series A funding round of $6MM dollars from Relevance Capital and Grotech Ventures.

Following the launch of Chicago, Passport continued to win cities across North America, including the largest parking environment on the continent, Toronto, Canada (Green P). Passport's products continue to evolve with the needs and desires of its clients and Passport's suite now includes Mobile Payments for Parking, Citation Management, Digital Permitting, and Mobile Ticketing for Transit.

Passport closed its Series B funding round in 2016, receiving an additional $8MM from MK Capital in Chicago. With that money, Passport will continue to innovate its current products and break into new markets and new verticals to give cities a sole source product for all parking and transportation needs. Passport currently employs a team of 58 people, performing all engineering in house, and paving the way for the future of parking and transit.

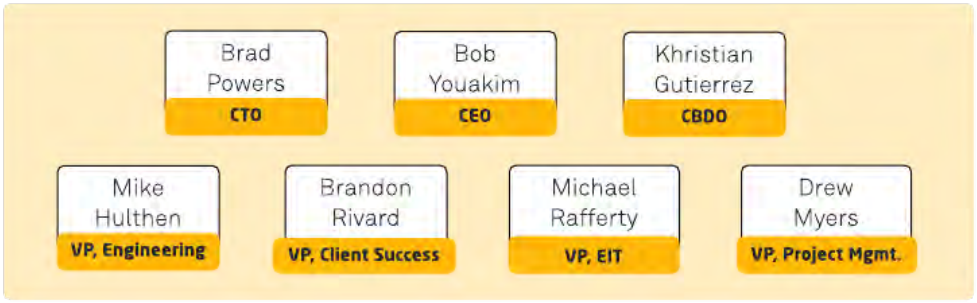
DUNS Number:	72254770
Corporate Office Location:	Wilmington, Delaware
Number of Sales Offices:	1
Main Point of Contact:	Khristian Gutierrez, CBDO 427 Tatnall Street, Ste. 27927 Wilmington, DE 19801 (302) 543-2882 Khristian.Gutierrez@PassportInc.com
Standard Terms of Payment:	Net 30

[redacted]

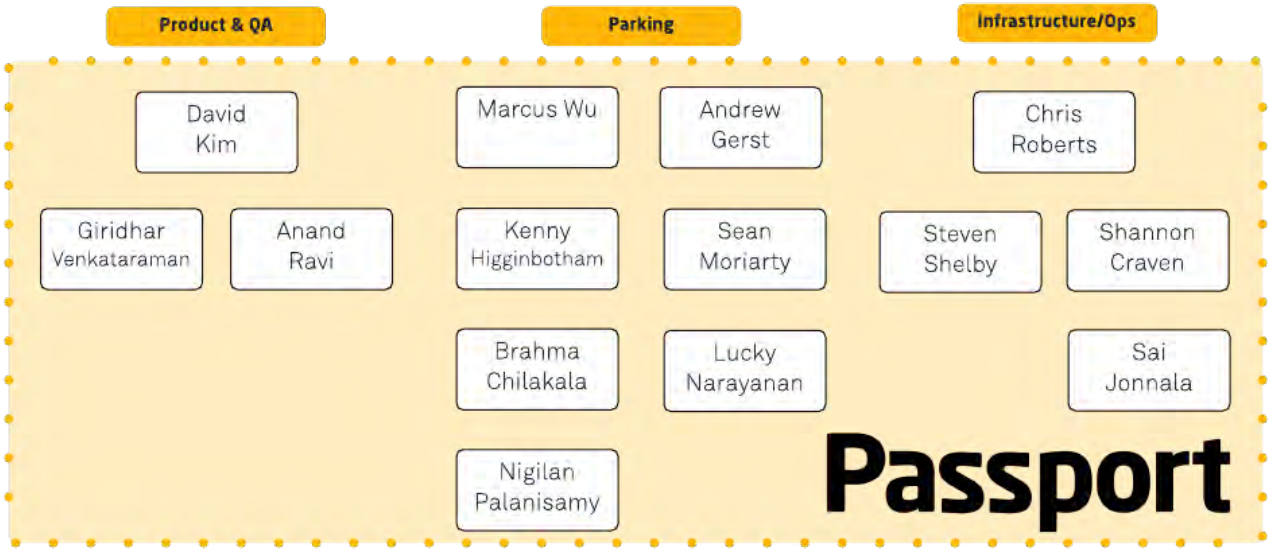
NCPA
National Cooperative Purchasing Alliance

REGION 14 EDUCATION SERVICE CENTER EST. 1967

Passport Dedicated Team



Software Development



What differentiates your company from competitors?

Through this procurement, the cities in Region 14 Education Service Center are not just hiring a vendor, but rather are selecting a technology partner; they are determining who will best represent, launch, and accommodate their city as it exists today and in the future. Partnering with Passport means access to a team of 30+ in-house engineers, all of whom ensure that the cities' systems will always be at the cutting edge of technology. It also means that the city will have an active voice in the development of its own product; providing feedback to the current product and working with their own dedicated Client Success Manager to ideate innovative new features. Passport is uniquely positioned to best represent the NCPA and Region 14 for the following reasons:



Built to Scale

Passport believes in the lean methodologies, building products to best accommodate the users and pivoting as necessary with changing and growing demand. In order to be successful in that endeavor, Passport has built its product, its team, and its processes to scale accordingly.

Product

Passport's system processes more than $85MM annually and is built to successfully manage more than 2 Billion transactions per year. As the City grows, Passport's system will grow along side of it, preventing any lag in the service offering.

Process

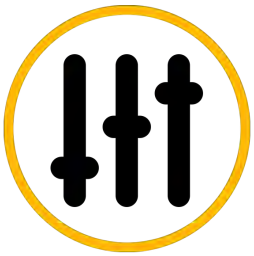
Passport has fine-tuned its team and processes to handle the growth of the company and the City's parking operations. These scalable processes are largely responsible for Passport's seamless implementations in the largest parking environments in North America: Chicago (36,000 spaces) and Toronto (55,000 spaces).



Market Leadership

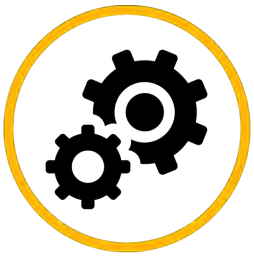
Passport is the only mobile payments company to offer top-of-the line platforms across every facet of the parking and transportation industries. In addition to a Mobile Payment for Parking solution, Passport has developed Citation Management, Digital Permitting, and Mobile Ticketing platforms. Because of Passport's experience developing these platforms, it has a better understanding of the nuances of the parking industry than any other mobile payment provider. When Passport integrates with other enforcement providers, it knows first hand what information will be the most pertinent to the officer, it also knows what data to pull that will be most beneficial for the City to have access to in Passport's backend management portal. This

breadth and depth of experience in the market is unparalleled and is integral to a successful technology partnership.



True Private Label

Passport is the only provider in the market that can provide a true private label solution to the participants in Region 14. While most competitors provide a skinned application with the City's colors and logo, Passport's private label application has a unique name, application in the Google Play and Apple App stores, dedicated website, colors, logos, and is fully customizable. Passport was the first mobile payment provider to deliver a true private label application, ParkOmaha in 2013. Since then, Passport has delivered this service to municipalities and universities of all different sizes and has even created a private label application for a region, including two cities and a state university. Even if the City doesn't opt for a private label application, due to the flexibility of Passport's system, that City will receive a custom configured application tailored to their unique needs and wants, without being burdened with unnecessary functionality.



Robust Back Office

Implementing a mobile payment for parking solution is more than just providing a means for parkers to pay, it is providing data and transparency to improve the City's parking operations. To aid in that, Passport's platform includes a robust back office management and reporting tool that gives the City all the necessary tools and data to manage the entire parking ecosystem.

Management

Passport's backend management tool, Operator Management ("OpsMan") is the brain of Passport's suite of products. From OpsMan, the City will have complete access to their parking rates, event changes, live monitoring of transactions, extensive reporting, and all integrations. If the City wants to add or change a rate or implement a temporary event rate, they can do all of that directly within OpsMan.

Reporting

OpsMan will aggregate all data from the mobile payment system, integrated meters, enforcement, and LPR technology. With all of this data in one warehouse, the City will be able to run a myriad of reports on everything from daily revenue from transactions to the number of unique users on any given day. Every report in OpsMan can be scheduled to run on a recurring basis, set as specifically as one day or as broad as all time, and can be exported to Excel. If there is a report

that the City needs that isn't included in OpsMan already, Passport will work with the CIty to develop an ad hoc report.



Enhanced Merchant Experience

Paid parking is critical to create turnover, which helps businesses thrive, but residents who frequent these local businesses often voice their concerns over paying frequently to support these businesses. Passport includes local businesses in the parking process by allowing them to pay for their customers' parking. This creates a win-win-win dynamic for all parties involved: the City increases parking revenue, the parker is incentivised to shop locally, and the business gains another opportunity to reward loyal customers.



Describe how you intend to introduce NCPA to your company.

To introduce NCPA, Passport will create a custom landing page just for NCPA Region 14 Education Services Center affiliates. From this page, any City looking to implement the mobile payment for parking application will have full access to Passport's product portfolio, including case studies, documentation, and training materials. Cities will also be able to schedule demo's with Passport's sales team to learn more about the product and how it can be configured for that City. Additionally, Passport will host multiple webinars on its product and partnership with NCPA and send out mailers and case studies to all NCPA Region 14 Education Services Center members.

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

Passport's Mobile Payment for Parking platform is available in three possible tiers: base model, skinned, and true private label. The differences between the tiers centers on the front-end design, specifically the name, colors, and URL. All three tiers offer the same functionality, which is fully configurable to each unique client. From Passport's website (www.passportinc.com), any potential client will gain a complete understanding of Passport's base model product offering. If a City within Region 14 wishes to purchase

Passport's product, or learn more about the different tiers available, they will can either schedule a demo from the website or contact Passport's sales team directly. The Sales team will walk the City through the sales process and will send a contract over to the City the same day, if desirable. Once a contract is signed, the City will be assigned a Client Success Team made up of a Client Success Manager, Project Manager, and Product Support Specialist and begin to implement the product.

Describe your company's Customer Service Department.

A pillar of the Passport philosophy is to provide excellent and continued support and service to its clients. That belief is ingrained in every detail of the partnership between Passport and the City, from developing all software in-house, to creating a dedicated team to meet the needs of each client for the duration of the relationship. The City's dedicated Client Success Manager (the "CSM") will be responsible for training and handling enterprise questions for the City. The CSM will also train all City administrators on how to use the system, how to answer commonly asked questions, how to report issues, and how to get the most out of this partnership. After the product launches, the CSM will be the main point of contact for the City, sitting on the intersection of operations and software development. Throughout the partnership, if there is any feedback that the City wishes to deliver, the CSM will be the appropriate channel.

After launch, the CSM will speak with the City on a monthly basis, at a minimum, to fully understand the state of affairs. During these calls, the CSM will also impart any roadmap updates or new features that may be beneficial to the City. Once a quarter, the CSM will conduct a system review with the City to ensure that the product meets or exceeds the needs of the City. Passport positions its CSMs to be the best resource for any City not only on all things Passport, but all things related to enforcement.

To address any critical problems or triaging any issues, the City will also have access to a dedicated Product Support Specialist (the "PSS"). The PSS is trained in solving most technical problems that the City may encounter and for any problem that is outside the scope of their training, the PSS will liaise with the software engineer that built the system. Any issues will be addressed immediately and should be resolved within 24 hours of notice.

Parker Support

Passport supplies a variety of support through the application, website, and and telephone support. Parkers will have unlimited access to parking history and self help in the form of FAQs through the website and application. Additionally, Passport will provide live agent support from 8am-9pm EST Monday-Saturday and 12pm-9pm EST on Sundays. Outside of those hours, the parker will be able to call a dedicated call center, which will answer basic questions related to the application and flag any more serious issues to be handled by a Passport Customer Support representative the next day.

Passport strives to create an intuitive application that ought to reduce the number of technical support representatives required. As an example, Passport technical support has fielded only 75 calls for the City of Victoria, B.C. in the first 10 months of deployment. While Passport is able to handle multiple calls at once, this is rarely necessary.

Green Initiatives

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

Passport's solution is a cloud-hosted SaaS product, which requires no infrastructure to function properly. However, Passport understands that most cities are not yet ready to switch to a "mobile only environment," so Passport's solution is typically implemented in conjunction with existing infrastructure. Using both a traditional payment option, such as a meter or kiosk, in addition to Passport's mobile payment solution lessens the amount of wear and tear on the Agency's current infrastructure, extending the time between replacing hardware. Implementing mobile payments for parking also cuts out the need for paper receipts from kiosks, by pushing all parking data in real time to parking enforcement officers and also capturing it in the backend system for future use by Agency administrators.

All receipts and documentation are provided electronically, as emails or within the application for review. All agency reporting is also provided in OpsMan, as digital reporting, using email updates and pushing information between devices. The Agency will not require the use of any paper or related resources to gain the full benefit of this system.

Passport was recently featured in Forbes's "Clean Technology is Good Business" article (see pg. 100). The article looked at the need for businesses and municipalities to focus on promoting clean energy solutions as a strategy for growth and providing sustainable options to consumers. Passport is committed to providing solutions which create a more sustainable mobility environment, while delivering a best in class solution.

Additionally, Passport is committed to improving the world we live in. As such, it incorporates environmentally safe practices into its daily operations. Passport maintains a recycling program of office paper, hard and soft plastic, glass containers, cardboard boxes, and aluminum cans.

Vendor Certifications



A-LIGN

PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

Compliance Certificate

This is to certify that A-LIGN has validated Passport Parking, Inc.'s compliance with the Payment Card Industry Data Security Standard ("PCI DSS") version 3.1.

On-site testing was performed in accordance with the guidance provided by the Payment Card Industry Security Standards Council ("PCI SSC") to determine that payment card data stored, processed or transmitted by Passport Parking, Inc. was secured in accordance with the requirements of PCI DSS.

ROC date: September 28, 2016 AOC date: September 28, 2016

Issued by:

Partner, A-LIGN

Conditions of Use:
- This certificate is evidence of work performed by A-LIGN for the certificate holder and was not created by or required by the PCI SSC.
- This certificate is valid for one year from the Compliance Date.
- This certificate was issued at a point in time and does not guarantee or represent future compliance with the PCI DSS or the security of payment card data.
- This certificate does not warrant or guarantee to any party that the certificate holder is not susceptible to a data breach that may impact the security, confidentiality and integrity of the payment card data. As such, A-LIGN will not be liable to any party in the event of a breach.

Passport

November 2, 2016

Re: PassportParking, Inc. SSAE 16 Examination

To Whom It May Concern:

PassportParking, Inc., is subject to an SSAE examination annually. Passport's last complete examination was performed for the period of January 2015- November 2015. A-LIGN, an independent accounting and auditing firm performed the examination in compliance with SSAE 16 principles.

On October 15, 2016, A-LIGN began their auditing process for the previous 12 months. As of today's date, to the best of our knowledge, there have been no significant changes in the internal controls of PassportParking, Inc., which were described in the previous SSAE 16 report that could adversely affect such internal controls. Additionally, there have not been any significant deficiencies or material weaknesses in such internal controls that management is aware of.

This letter relates solely to the Client and may not be relied upon by any other entity.

Sincerely,

Brad Powers
CTO
Passport Parking, Inc.

1300 South Mint Street, Suite 200
Charlotte, NC 28203
Tel: 704.837.8066 Fax: 888.804.1783
www.passportinc.com

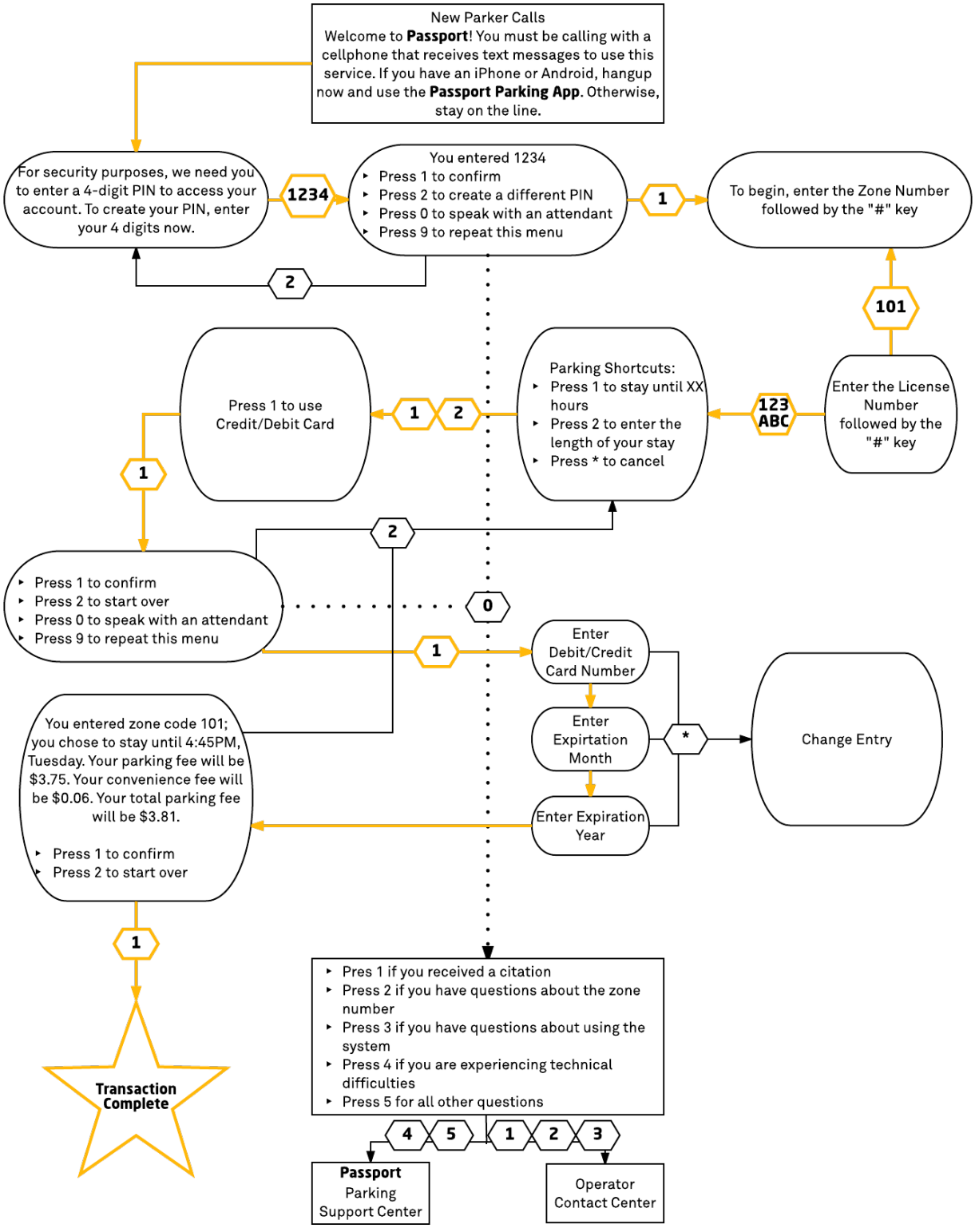
* Please see the appendix for an attached copy of Passport's most recent SSAE 16 Report.

Products and Services/Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- **Payment Options - The mobile payment for parking system must have the following payment options:**
  - **Mobile Payment System (IVR)** Comply.
  - **Pay by mobile application** Comply.
  - **Pay by web** Comply.
- **Mobile Payment for Parking System (IVR) - The vendor must provide an IVR system with the following requirements:**
  - **Users can call a toll free or local number.** Comply.
  - **The system recognizes the user (account) based on the incoming number.** Comply.
  - **One account can be associated with multiple landline or cellular phone numbers.** Comply.
  - **The IVR system must recognize use inputs by touch tones and speech.** Comply.
  - **The IVR system must have menu options and dialog, including:**
    - **Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.** Comply.
    - **Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.** Comply.
    - **Sign up as a new user.** Comply.
  - **If the user selects the option to begin parking, the system must:**
    - **Prompt for a meter/block/zone ID.** Comply.
    - **Query the parking system inventory to confirm that parking is permitted at the current time.** Comply.
    - **Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.** Comply.
    - **Confirm that the purchase is complete.** Comply.
    - **Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.** Comply.
    - **Prompt the number of minutes before the expiration to send the reminder.** Comply.

- **If the user selects the option to extend parking, the system must:**
  - **Verify that there is a currently active parking session.** Comply.
  - **Prompt for the time to extend.** Comply.
  - **Confirm that the extension is complete.** Comply.


New Parker Calls
Welcome to **Passport**! You must be calling with a cellphone that receives text messages to use this service. If you have an iPhone or Android, hangup now and use the **Passport Parking App**. Otherwise, stay on the line.
For security purposes, we need you to enter a 4-digit PIN to access your account. To create your PIN, enter your 4 digits now.
1234
You entered 1234
Press 1 to confirm
Press 2 to create a different PIN
Press 0 to speak with an attendant
Press 9 to repeat this menu
1
To begin, enter the Zone Number followed by the "#" key
2
101
Press 1 to use Credit/Debit Card
1
2
Parking Shortcuts:
Press 1 to stay until XX hours
Press 2 to enter the length of your stay
Press * to cancel
123 ABC
Enter the License Number followed by the "#" key
1
2
Press 1 to confirm
Press 2 to start over
Press 0 to speak with an attendant
Press 9 to repeat this menu
0
1
Enter Debit/Credit Card Number
Enter Expiration Month
*
Change Entry
Enter Expiration Year
You entered zone code 101; you chose to stay until 4:45PM, Tuesday. Your parking fee will be $3.75. Your convenience fee will be $0.06. Your total parking fee will be $3.81.
Press 1 to confirm
Press 2 to start over
1
Transaction Complete
Pres 1 if you received a citation
Press 2 if you have questions about the zone number
Press 3 if you have questions about using the system
Press 4 if you are experiencing technical difficulties
Press 5 for all other questions
4
5
1
2
3
Passport Parking Support Center
Operator Contact Center

- **Pay by Mobile Application - The vendor must provide smart phone applications with the following requirements:**
    - **Mobile applications need to support existing and new Android, iOS, BlackBerry, and Windows Mobile 7 versions, in addition to a browser version.** Comply.
    - **Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.** Comply.
    - **Applications can be downloaded or redirected from the vendor's website.** Comply.
    - **Applications can be downloaded or redirected from NCPA's website.** Comply.
    - **When a user launches an application, it must:**
        - **Prompt the username and password (for registered users). The application must have the ability to save the username and password to expedite future logins.** Comply.
        - **Provide an interface to sign up as a new user.** Comply.
    - **When logging in, the application must have the following options, with identical functionality to that of the IVR system:**
        - **Begin parking via GPS, QR Code, NFC, or manual entry.** Comply.
        - **Extend parking.** Comply.
        - **Check account balance.** Comply.
        - **Recharge account with credit card on file.** Comply.
    - **In addition, the application must also have the following functionality:**
        - **Manage account: add, remove, or edit a credit card.** Comply.
        - **Manage account: add, remove, or edit a vehicle.** Comply.
        - **Manage account: select a primary vehicle.** Comply.
        - **Manage account: add funds to the account from a credit card.** Comply.
        - **Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, payment method, License plate number, Meter/block/zone ID.** Comply.
    - **For new or extended parking sessions, the application must:**
        - **Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.** Comply.
    - **The application must have industry-level standards to encrypt and secure credit card and other personal data.** Comply.

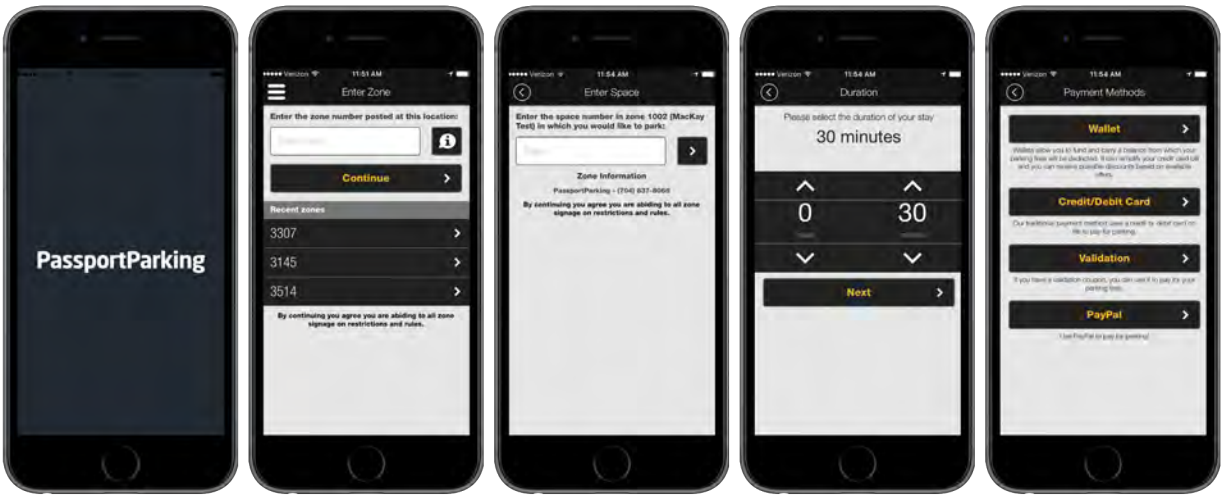
Passport will provide a mobile parking application to pay for and extend parking sessions for the City. This native application will be available on all Android and iOS smartphones. Passport's app is not supported by Windows or Blackberry operating systems as they only account for 3% of the smartphones in the US. However, Blackberry's newer models do support Android applications and are able to run Passport's applications.

To account for those parkers who do not own an Android or Apple device, Passport's Mobile Payment for Parking platform ("MPP") is also available as a web app. The web app is accessible by any device that has access to the internet. To enhance this experience, the web application and the payment webpage are both optimized for mobile use.

Passport is currently available in both English and Spanish. Passport's system will automatically detect the language settings on the parker's phone and automatically select to run the corresponding version of the application. If the phone's language is set to something other than English or Spanish, the application will default to English.

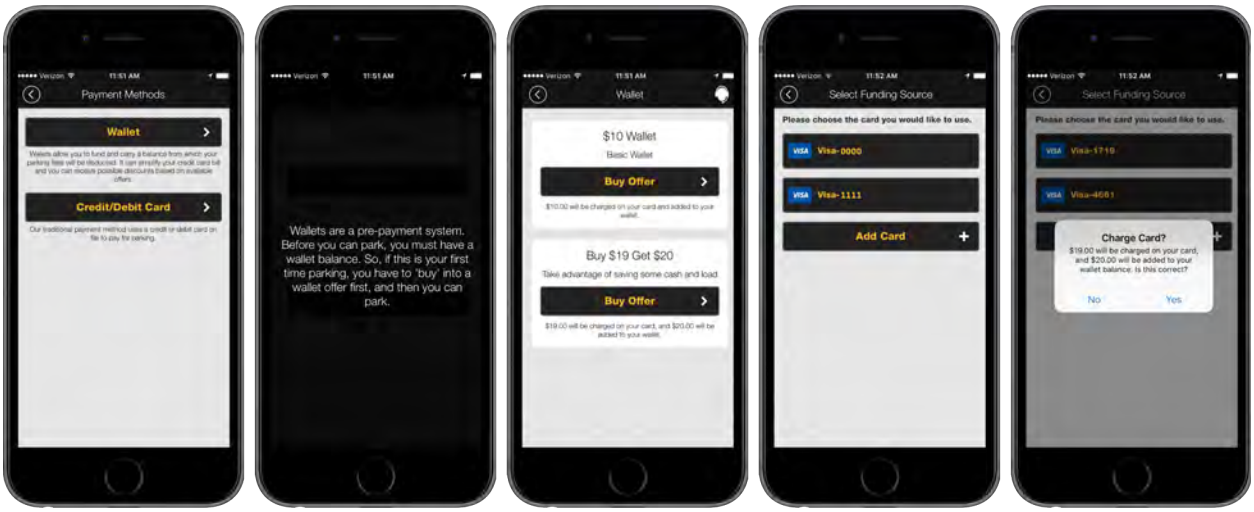
Passport's mobile payment platform is the simplest, most robust mobile payment solution on the market. As the only provider using progressive profiling for registration, parkers register using only information needed at that specific point in the process, in contrast to populating an entire profile at sign up. For example, Passport's platform only requires one piece of identifying information (phone number, email, or public Facebook profile) and a valid credit or debit card to pay for parking; payment card information is only requested once a transaction is initiated, in an effort to streamline the registration and avoid 'hang ups.'

Passport understands that most adopters of the system do so as they are about to purchase their first parking session, as opposed to planning in advance; therefore, Passport focused on making the registration process as quick and easy as possible. With just two clicks, Parkers can create their account using their public information on Facebook. Facebook login does not give Passport access to any other information or let Passport post to a parker's Facebook account. If a parker registers the first time they use Passport, each subsequent subsequent session will only require they enter a four digit pin.



Passport provides parkers with more options to pay for parking than traditional meters, which only accept coins, or even smart meters, which only accept credit cards and coins. Passport accepts payment in the form of debit and credit cards, a digital wallet, PayPal

accounts (including ACH payments), merchant validation, and corporate accounts. Passport makes it easy for parkers to use its system, regardless of their current financial situation. Additionally, by adding merchant validation to the system, the City is able to incorporate local businesses to the parking initiative, further strengthening the community.

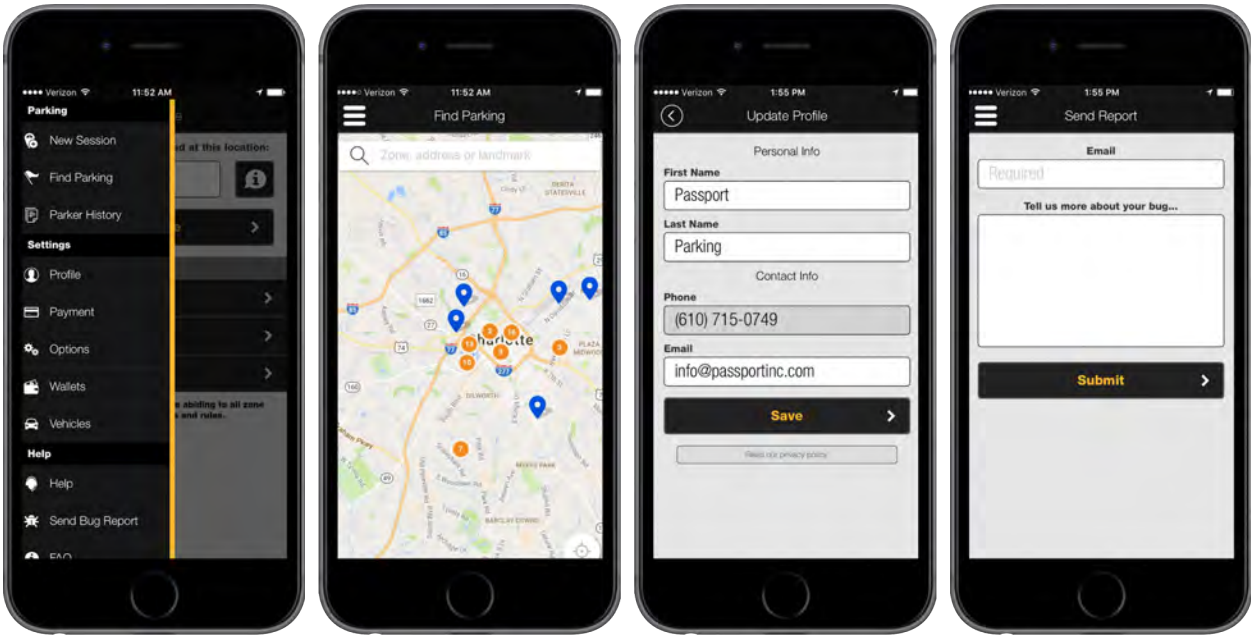


After initiating a parking session, the parker is free to go about their day without concern for their parking session. When the session is 15 minutes away from expiring, the parker will be notified by their phone. Upon receiving this notification the parker has three options: (1) return to their car, (2) ignore the notification and risk a ticket, or (3) extend their parking remotely. Using the same method that the parker used to initiate the session, the parker may easily extend their parking session. The City can control how many times and for how long the parker may extend their time, ensuring that this convenience is not abused. The parker's credit or debit card is not charged until the end of the session, meaning that **extending a parking session only incurs a single charge** for the parker and a single merchant processing fee for the City.



Credit card numbers are encrypted with AES-256 with a rotating encryption key. All information is stored in an isolated card storage database per best practices. All transactions are tokenized at the point of transaction, meaning that credit card information is encrypted from the time a user inputs data into the system. Passport's server then reads the tokenized information and sends the proper data to the merchant processor. Tokenization reduces the risk of credit card fraud in the event of a breach since there are no actual credit card numbers every stored or transferred in the system.

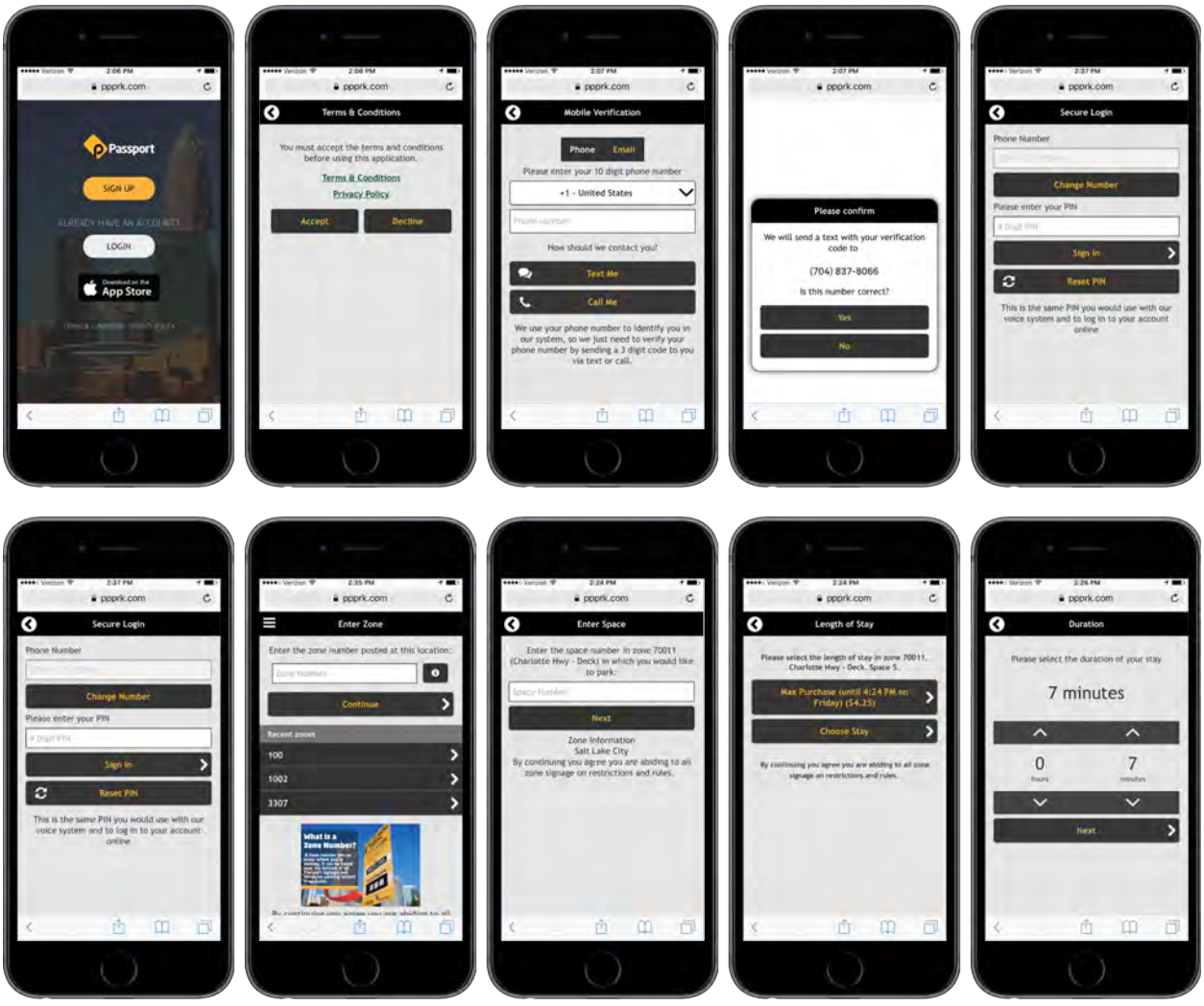
Registered parkers will be able to manage their entire account from either the mobile application or the Passport website. Passport's database is housed in a cloud, meaning that the parker will have real-time access to their account, regardless of whether they access it from the website or application. The parker will log into their account with their phone number, email address, or Facebook profile and the 4-digit PIN created at registration. Once they have accessed their account, the parker will be able to see their full parking history, email receipts to themselves or third parties, change their vehicle, update their payment methods, and delete their account.



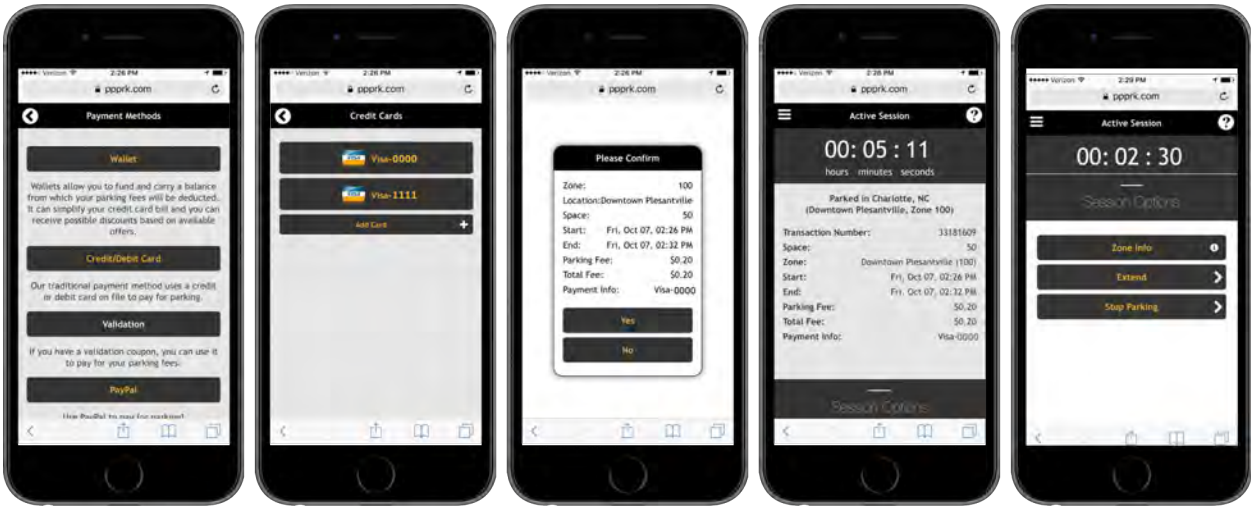
- **Pay by Web - The System must provide a website with the following requirements:**
    - **Participant must have the option to have a customized website (e.g., http://www...com/NCPA) or use the participant's standard website.** Comply.
    - **Support desktop and mobile browsers.** Comply.
    - **When a user launches the website, it must:**
        - **Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.** Comply.
        - **Provide an interface to sign up as a new users.** Comply.
    - **Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:**
        - **Begin parking.** Comply.
        - **Extend parking.** Comply.
        - **Check account balance.** Comply.
        - **Recharge account with credit card on file.** Comply.
        - **Manage account.** Comply.
        - **Transaction History.** Comply.
    - **The application must have industry-level standards to encrypt and secure credit card and other personal data.** Comply.

Passport's service offering includes a parker-centric, mobile-optimized website, which allows registered parkers to manage their entire account and purchase parking. Passport's database is housed in a cloud, meaning that the parker will have real-time access to their account, regardless of whether they access it from the website or application. The parker

will log into their account with their phone number, email address, or Facebook profile and the 4-digit PIN created at registration. Once they have accessed their account, the parker will be able to initiate a parking session, see their full parking history, email receipts to themselves or third parties, change their vehicle, update their payment methods, and delete their account.



Credit card numbers are encrypted with AES-256 with a rotating encryption key. All information is stored in an isolated card storage database per best practices. All transactions are tokenized at the point of transaction, meaning that credit card information is encrypted from the time a user inputs data into the system. Passport's server then reads the tokenized information and sends the proper data to the merchant processor. Tokenization reduces the risk of credit card fraud in the event of a breach since there are no actual credit card numbers every stored or transferred in the system.



- **Account Management - The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.**
    - **All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.** Comply.
    - **Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile applications, IVR system, and through a live customer service representative.** Comply.
    - **Users must be able to create new accounts with the following parameters:**
        - **Username (email).** Comply.
        - **Password.** Comply.
        - **Phone Numbers.** Comply.
        - **License Plate Numbers.** Comply.
        - **Credit Card Number.** Comply.
        - **Billing Name and Address.** Comply.
    - **Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:**
        - **Date and time.** Comply.
        - **Duration.** Comply.
        - **Rate.** Comply.
        - **Total amount.** Comply.
        - **Payment method.** Comply.
        - **License Plate number.** Comply.
        - **Meter/block/zone ID.** Comply.
    - **Users must be able to configure reminders for session expirations, including the ability to:**
        - **Enable or disable reminders.** Comply.
        - **Configure the type of reminder (SMS or email).** Comply.

- **When funding an account, the system must have the ability to impose a minimum charge/recharge amount.** Comply.
- **The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.** Comply.
- **The system must be able to support both pay per transaction and pay out of a "mobile wallet" models.** Comply.
  - **The participant must explain any difference in cost between these two models.** Confirmed.

Passport's Mobile Payment for Parking platform ("MPP") will provide the parker with an intuitive user experience, which will significantly improve the parking experience. MPP is a native application, which is accessible on all Android and iOS smartphones. Other smartphone operating systems, such as Windows and older Blackberry models only account for 3% of smartphones in the US and do not support MPP.

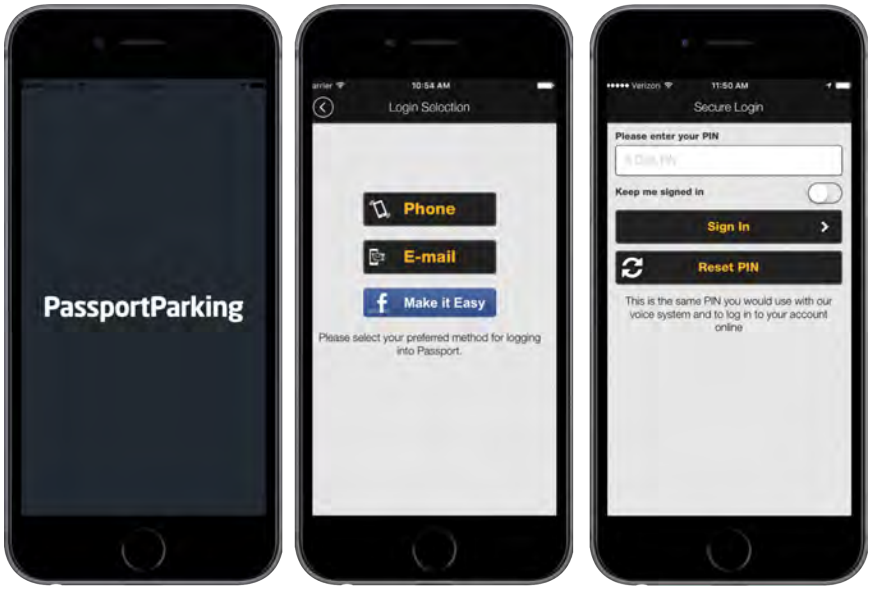
To account for those parkers who do not own an Android or Apple device, MPP also available via the web app, which is accessible by any device that has access to the internet. To enhance this experience, the web application and the payment webpage are both optimized for mobile use.

In addition to the application and mobile-optimized website, Passport offers an IVR and SMS system to enable mobile payment of parking. With IVR, parkers will call a local number and respond to commands using touch tone prompts. The very first session started by a parker will end with a prompt to create a PIN. Thereafter, the system will recognize the phone number and request the PIN, thereby recalling all payment and vehicle information. Similar to the IVR system, parkers can register for and begin parking sessions via SMS (text) messages. The parker will respond to prompts via SMS, including zone and space numbers, as well as payment information.

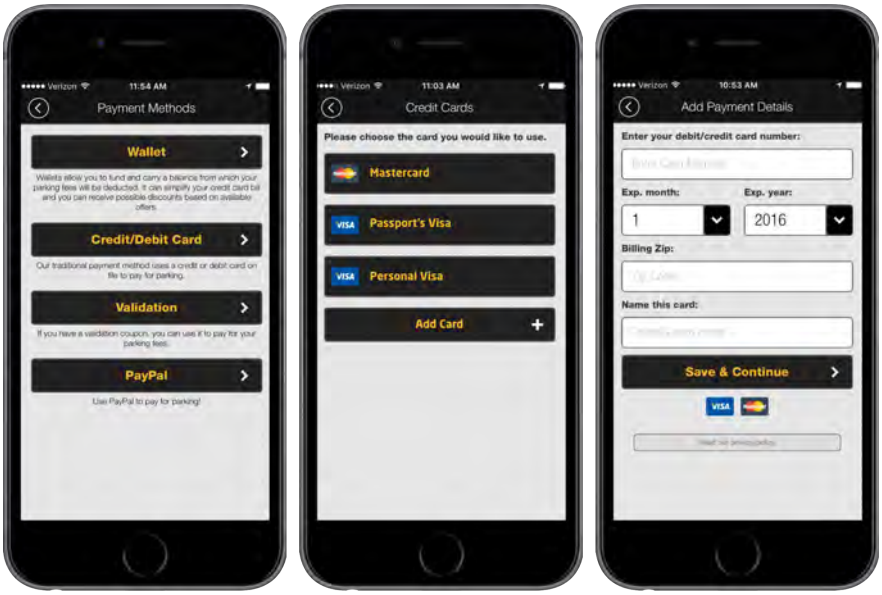
Passport's mobile payment platform is the simplest, most robust mobile payment solution on the market. As the only provider using progressive profiling for registration, parkers register using only information needed at that specific point in the process, in contrast to populating an entire profile at sign up. For example, Passport's platform only requires one piece of identifying information (phone number, email, or public Facebook profile) and a valid credit or debit card to pay for parking; payment card information is only requested once a transaction is initiated, in an effort to streamline the registration and avoid 'hang ups.'

Passport understands that most adopters of the system do so as they are about to purchase their first parking session, as opposed to planning in advance; therefore, Passport focused on making the registration process as quick and easy as possible. With just two clicks, Parkers can create their account using their public information on Facebook. Facebook login does not give Passport access to any other information or let Passport post to a parker's

Facebook account. If a parker registers the first time they use Passport, each subsequent subsequent session will only require they enter a four digit pin.

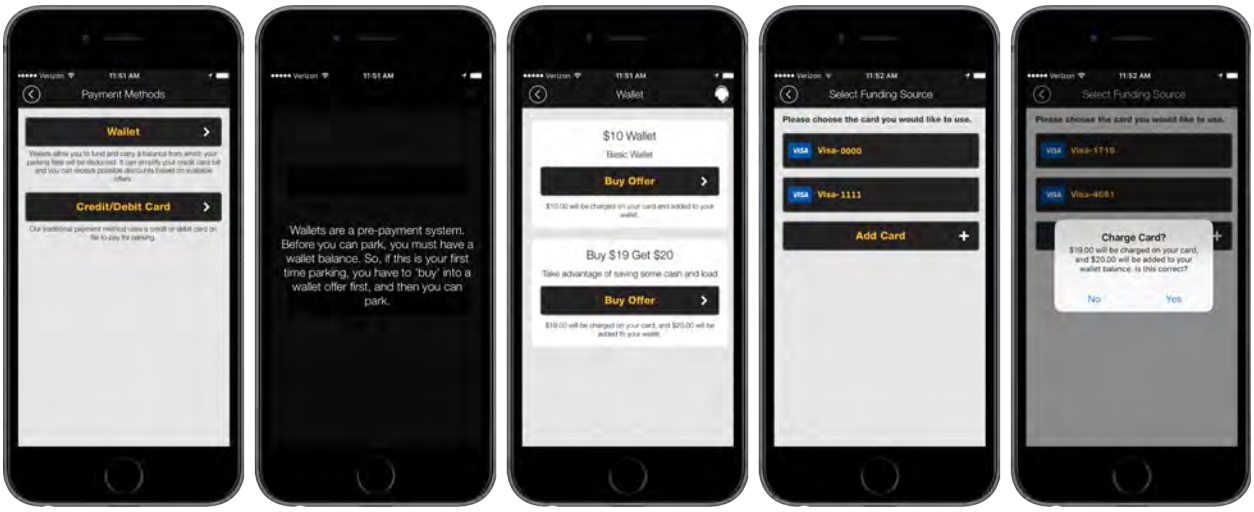


Passport provides parkers with more options to pay for parking than traditional meters, which only accept coins, or even smart meters, which only accept credit cards and coins. Passport accepts payment in the form of debit and credit cards, a digital wallet, PayPal accounts (including ACH payments), merchant validation, and corporate accounts. Passport makes it easy for parkers to use its system, regardless of their current financial situation. Additionally, by adding merchant validation to the system, the City is able to incorporate local businesses to the parking initiative, further strengthening the community.



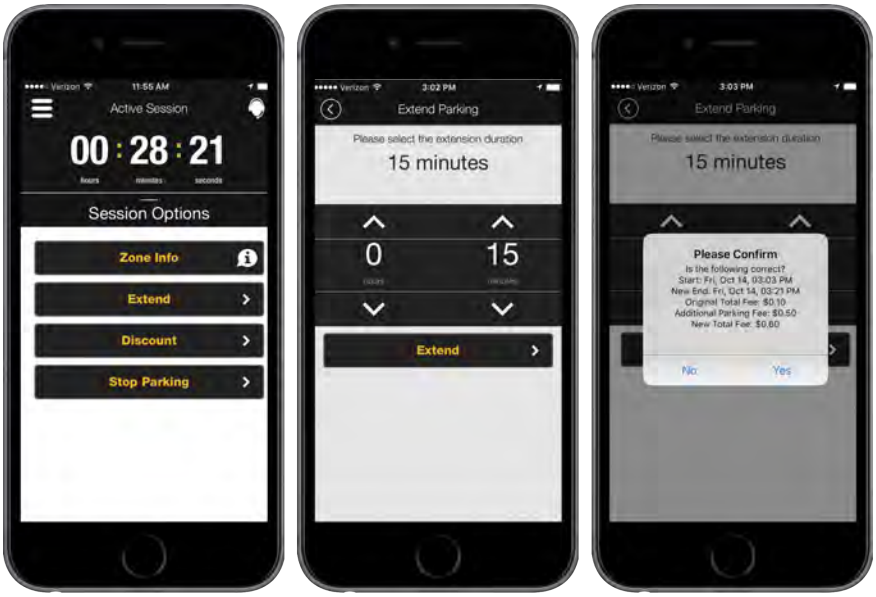
Passport's Digital Wallet allows parkers to pre-load a larger sum of money onto their account, which will then be debited against every time the parker pays for a transaction. The

Digital Wallet is dually advantageous as it saves the City money on merchant processing fees and it allows the parker to avoid multiple small transactions for parking sessions. The City can choose to offer the wallet as an option or may require one. By requiring a wallet with a minimum, the City will realize increased savings in merchant processing fees almost immediately.



In cities where there is a wallet option, Passport has seen a utilization split as high as 71% favoring the wallet to individual credit card transactions. With that many parkers choosing to use the wallet, it is reasonable for a city to require a wallet without damaging the public's adoption of the app. Several cities have taken this approach, including Chicago, which has realized more than $2,000,000 in savings since deploying the wallet-only feature.

After initiating a parking session, the parker is free to go about their day without concern for their parking session. When the session is 15 minutes away from expiring, the parker will be notified by their phone. Upon receiving this notification the parker has three options: (1) return to their car, (2) ignore the notification and risk a ticket, or (3) extend their parking remotely. Using the same method that the parker used to initiate the session, the parker may easily extend their parking session. The City can control how many times and for how long the parker may extend their time, ensuring that this convenience is not abused. The parker's credit or debit card is not charged until the end of the session, meaning that extending a parking session only incurs a single charge for the parker and a single merchant processing fee for the City.



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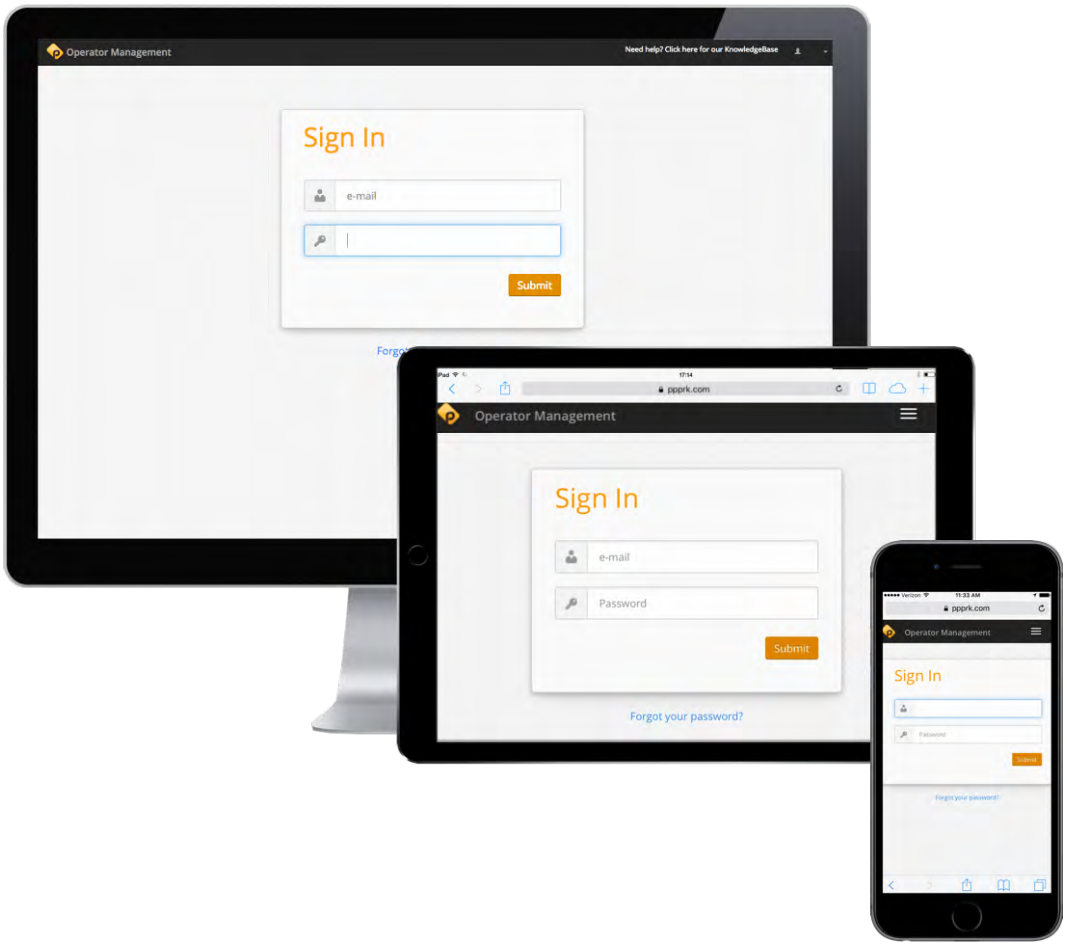
Administrator Requirements

- **Administrator Portal - The system must provide a website accessible only to designed system administrators.** Comply.
    - **Customer service representatives must be able to create and manage user accounts.** Comply.
    - **Customer service representatives must be able to activate or deactivate mobile payment system user accounts.** Comply.
    - **Administrators must be able to run reports on transactions and accounts.** Comply.

    - **Administrators must have an interface to query transactions for ticket adjudication purposes.** Comply.
- **Reporting - The system must provide reporting functionality to designated administrators of the system. These reports must include data on:**
    - **Transactions made by:**
        - **License plate number.** Comply.
        - **Phone number.** Comply.
        - **Username/account number.** Comply.
        - **Date and time.** Comply.
        - **Duration.** Comply.
        - **Rate.** Comply.
        - **Total amount.** Comply.
        - **Payment method.** Comply.
        - **License Plate number.** Comply.
        - **meter/block/zone ID.** Comply.
    - **Account sign ups.** Comply.
    - **Account charges/recharges.** Comply.
    - **The system must allow reports to be exported to:**
        - **Microsoft Excel.** Comply.
        - **Text Files.** Comply.
        - **Database flat files.** Comply.
        - **Direct connection with another database.** Comply.
    - **Reports must be available for viewing or downloaded within reasonable time. The participant must provide performance metrics on its reporting tool, with scenarios such as:**
        - **Number of new accounts per week.** Comply.
        - **Amount of transactions per day by meter/block/zone ID.** Comply.
        - **All transactions in a calendar year.** Comply.
- **Parking System Inventory - The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.**
    - **The inventory must hold information on each meter/block/zone, including its:**
        - **ID.** Comply.
        - **Address.** Comply.
        - **Status (active or inactive).** Comply.
        - **Rate.** Comply.
        - **Hours of operation.** Comply.
        - **Hours of restrictions.** Comply.
        - **Maximum length of stay.** Comply.
    - **Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.** Comply.

- **An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.** Comply.
- **An administrator must be able to import a file to update the entire inventory.** Comply.

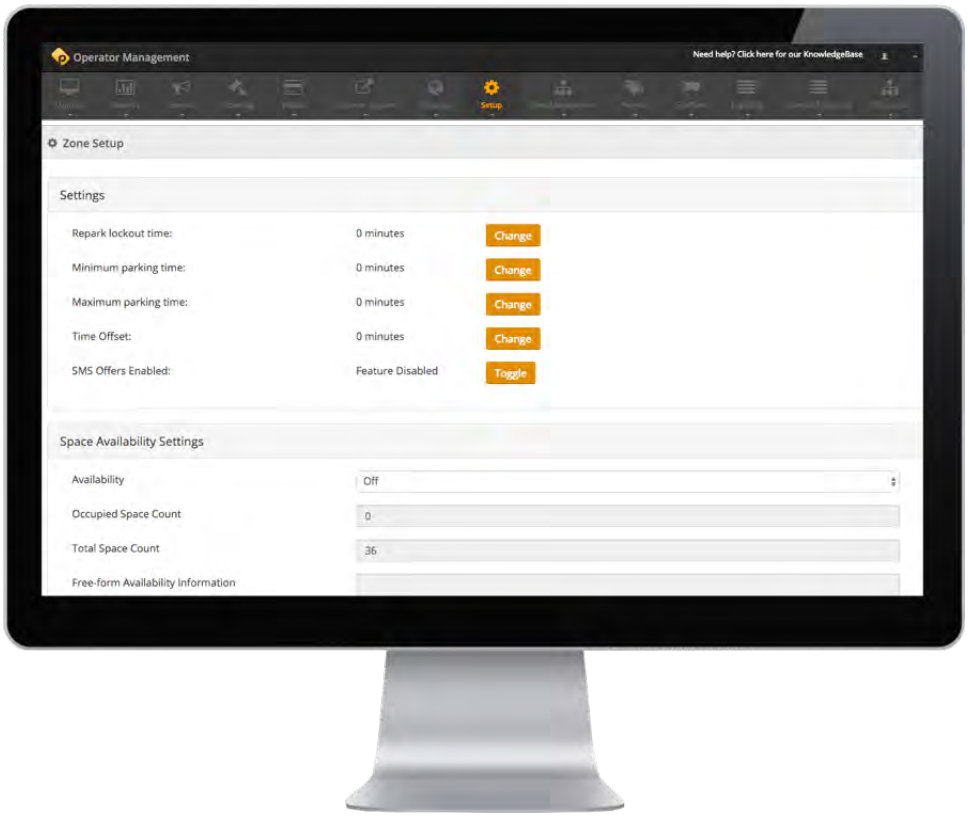
The brain of Passport's suit of products is its backend system, Operator Management ("OpsMan"). OpsMan puts all management and analytics tools into the hands of the the City administrator. OpsMan is accessible on any internet-connected device, is mobile-optimized for use on smartphones or tablets, and allows for an unlimited number of administrators.



System Configuration

Zone and Space Setup

During the implementation process, Passport will fully configure the City to have defined zones and spaces. During this process, the City's dedicated project manager will divide the City into zones, assign a unique number to each zone, and number the parking spaces (if space based).



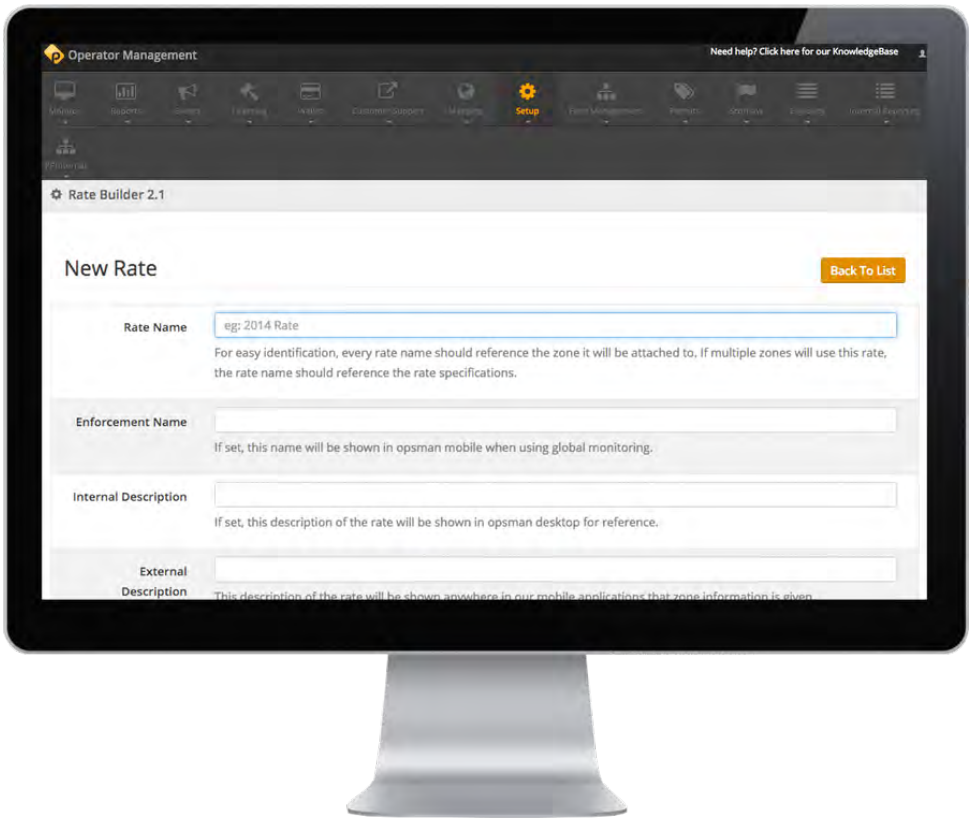
Integrations

Passport operates an open Application Programming Interface ("API"), which makes it much easier to integrate with other software providers. While Passport is implementing its product, it will also integrate with other necessary software to provide a seamless transition.

Rate Setup

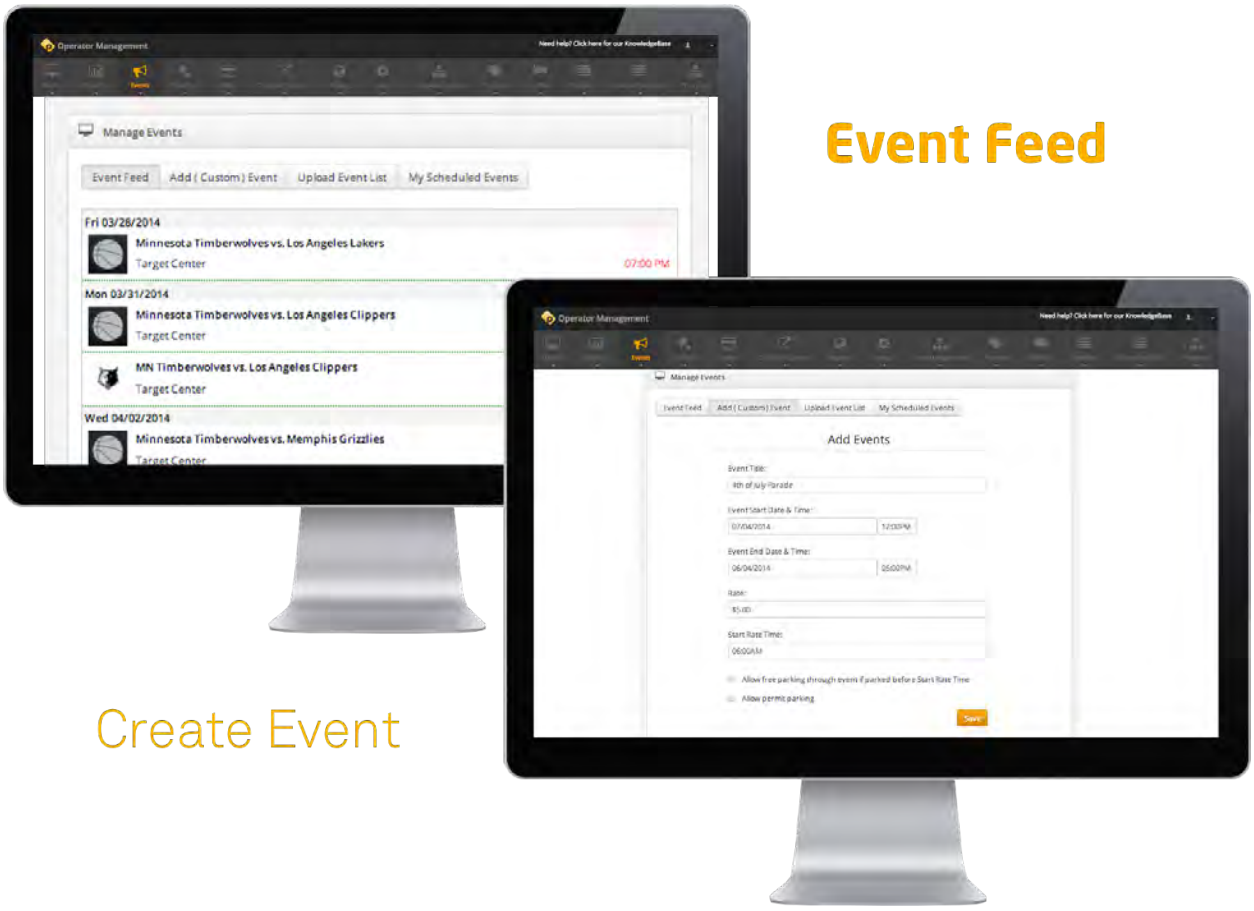
Initially, Passport will configure all rates within the City prior to launch. These rates will match what the City currently has in place. However, after launch, the City will be able to fully control the rate structure.

In OpsMan, the City administrator responsible for setting rates will navigate to the "Setup" tab and then select "Rates" from the dropdown menu. From here, the administrator will be able to add a new rate, delete a rate, or modify an existing rate. These changes can be set to either take effect immediately or at a scheduled time.



Event Rates

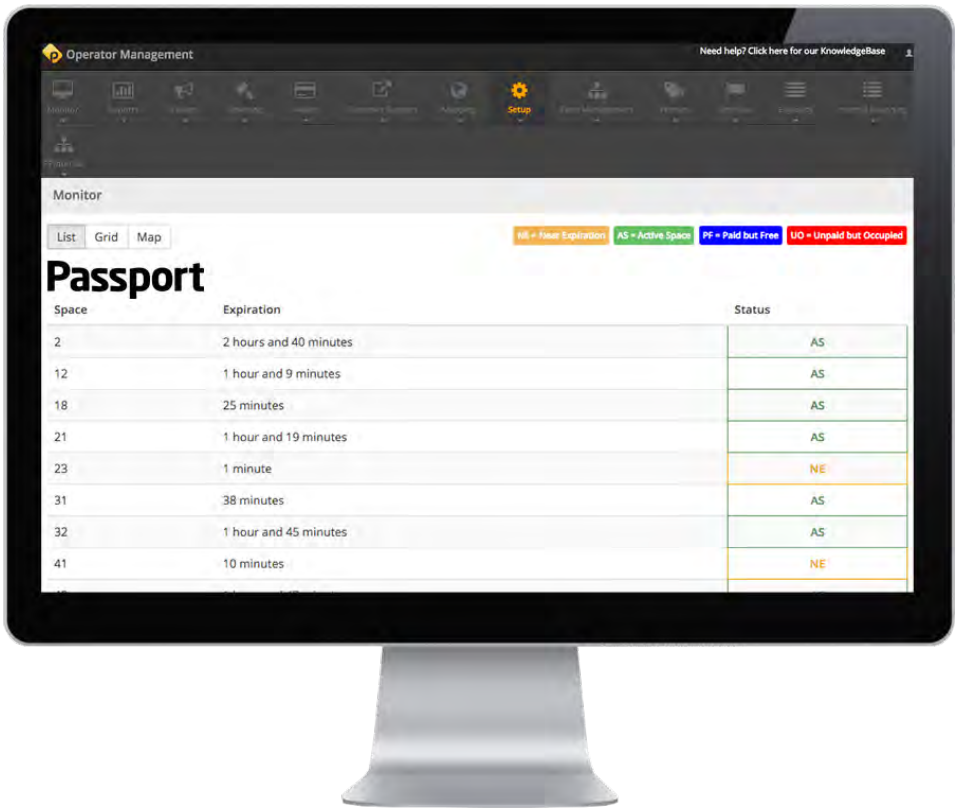
If there is a special event in the City, the City will be able to set special rates for specific lots. From the OpsMan dashboard, the administrator will navigate to the "Events" tab and select either "Manage Venues" or "Manage Rates." From this screen, the City will input information related to the event, including starting and ending date and time. The City will also have the option of make certain zones free during this time or accepting permits during the event. This information will update in real time to the Passport Mobile Payment app and OpsMan, giving all parkers and parking enforcement officers access to the most recent rates.



System Transparency

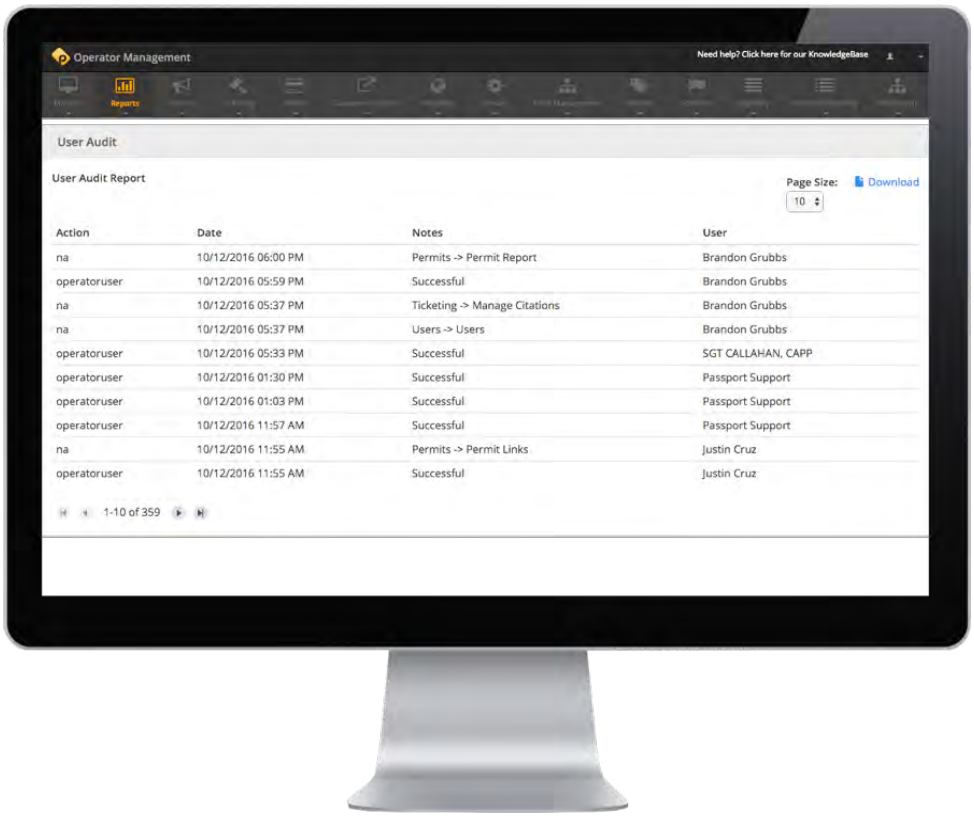
Live Monitoring

OpsMan gives the City complete insight into the entire parking system. An administrator will be able to watch a Live Feed of all transactions. Using the monitor feature, City administrators can see how many parking sessions are active, which sessions are about to expire, whether a space is occupied in a "free" zone, and whether a space is already expired.



Complete Control

OpsMan puts all of the control into the hands of the City. For all platforms, administrators will have the ability to update information including names, vehicle information, and LPNs. As an added layer of transparency, every adjustment made in OpsMan is time stamped with the username of the administrator making the adjustment as well a date and time.



Reporting

OpsMan aggregates data from all other platforms (Passport app, OpsMan Mobile, and RMCPay), allowing City administrators to access and analyze data in real time. OpsMan comes with certain predefined reports, but all data may be exported to Excel, giving the City even more control over management of the system. All reports can be manually run or scheduled to run in the future. Pre-scheduled reports can be set to run on a recurring or one-time basis.

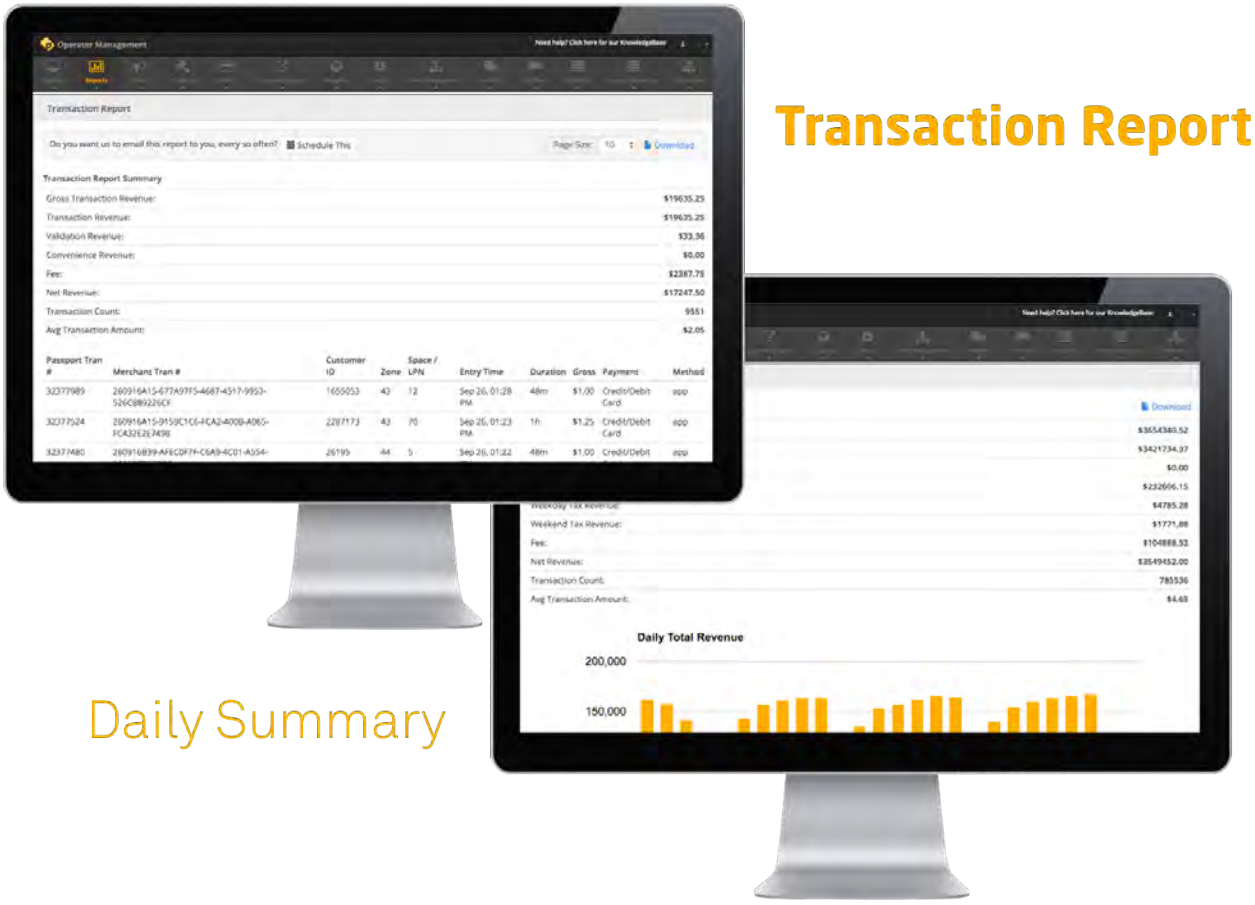
Predefined Reports

OpsMan is configured to run reports on a myriad of topics and facets related to the entirety of the City's parking environment. In running these reports, the City may choose the time frame, being as broad as total transactions and as a specific as a given day. OpsMan will come with the following reports ready to be run on the following topics:

Mobile Payments for Parking

Financial Reporting
- ➔ Transaction Report
- ➔ Daily Total Revenue
- ➔ Summary By Zone
- ➔ Wallet Summary
- ➔ Merchant Report

	➔	Void/Refund Report
	➔	Declined Card Transactions
	➔	Many more!
Customer Reporting	➔	Individual Customer Report
	➔	Utilization by Space Number
	➔	User Report
Events Reporting	➔	Events Summary
Administrative Reporting	➔	Audit Reports
	➔	Suspended Account Attempts

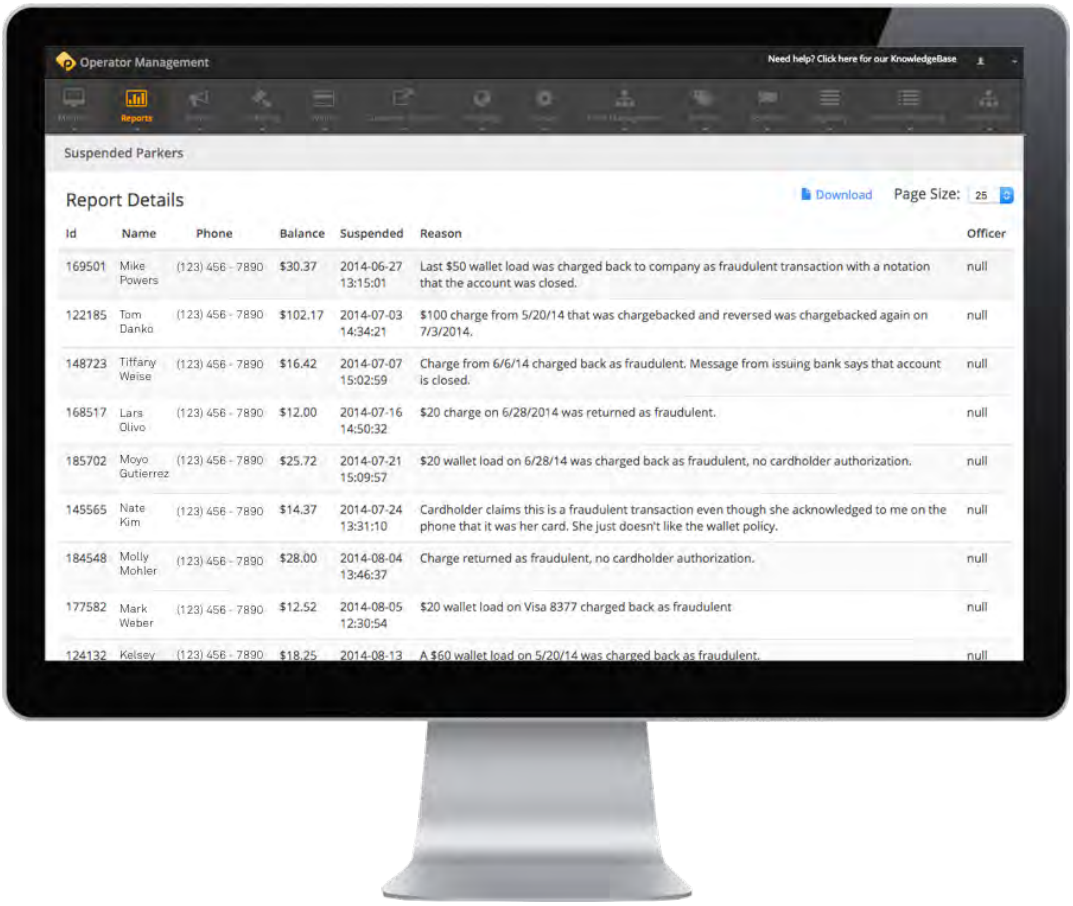


Ad Hoc Reports

Aside from the predefined reporting, Passport will also work with the City to create custom reports. Whenever a custom report is generated for a specific City, that same report will be made available to all other clients. The following are the current custom reporting available in OpsMan:

- ➔ Payment Rates by Month,
- ➔ Payments by Platform,
- ➔ Suspended Parkers;
- ➔ Online Payments by Source, and

➔ Passport continues to add to these reports.

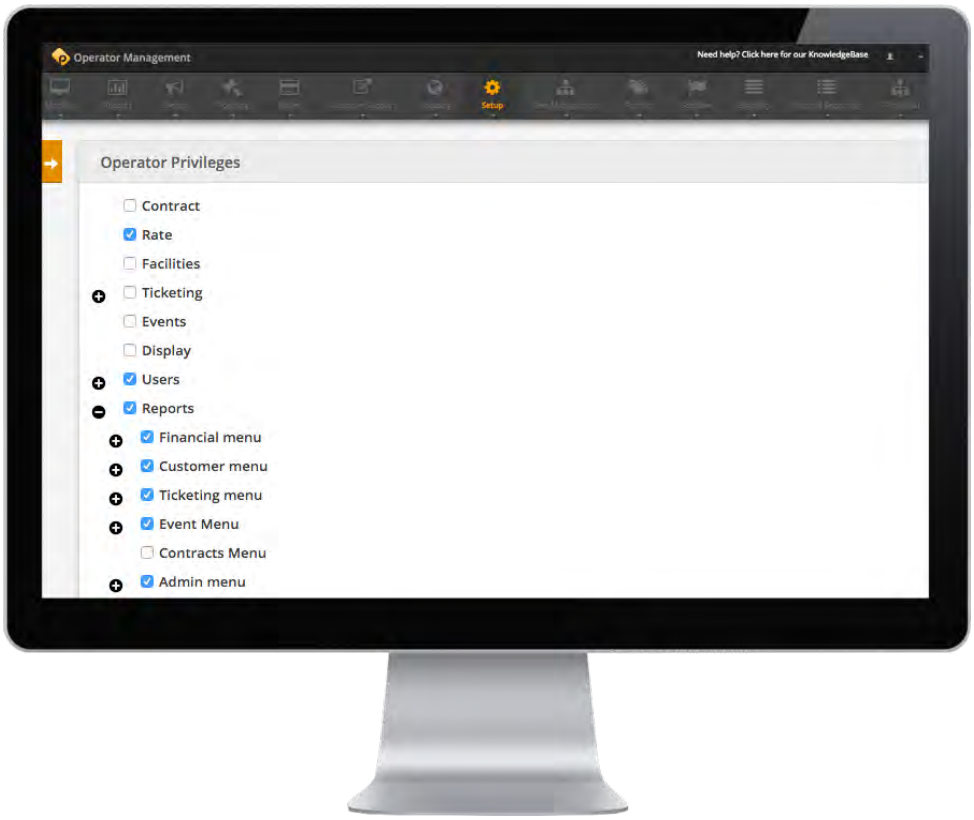


Id	Name	Phone	Balance	Suspended	Reason	Officer
169501	Mike Powers	(123) 456 - 7890	$30.37	2014-06-27 13:15:01	Last $50 wallet load was charged back to company as fraudulent transaction with a notation that the account was closed.	null
122185	Tom Danko	(123) 456 - 7890	$102.17	2014-07-03 14:34:21	$100 charge from 5/20/14 that was chargebacked and reversed was chargebacked again on 7/3/2014.	null
148723	Tiffany Weise	(123) 456 - 7890	$16.42	2014-07-07 15:02:59	Charge from 6/6/14 charged back as fraudulent. Message from issuing bank says that account is closed.	null
168517	Lars Olivo	(123) 456 - 7890	$12.00	2014-07-16 14:50:32	$20 charge on 6/28/2014 was returned as fraudulent.	null
185702	Moyo Gutierrez	(123) 456 - 7890	$25.72	2014-07-21 15:09:57	$20 wallet load on 6/28/14 was charged back as fraudulent, no cardholder authorization.	null
145565	Nate Kim	(123) 456 - 7890	$14.37	2014-07-24 13:31:10	Cardholder claims this is a fraudulent transaction even though she acknowledged to me on the phone that it was her card. She just doesn't like the wallet policy.	null
184548	Molly Mohler	(123) 456 - 7890	$28.00	2014-08-04 13:46:37	Charge returned as fraudulent, no cardholder authorization.	null
177582	Mark Weber	(123) 456 - 7890	$12.52	2014-08-05 12:30:54	$20 wallet load on Visa 8377 charged back as fraudulent	null
124132	Kelsey	(123) 456 - 7890	$18.25	2014-08-13	A $60 wallet load on 5/20/14 was charged back as fraudulent.	null

The City will be able to export all data to Excel and run whatever queries they would like.

Limited Administrative Access

Knowing that different roles and administrators have different data needs, Passport created OpsMan to easily limit access. The main City administrator will have access to all data and be able to easily manage different access levels. These levels can range from having access just to financial information for the City's accountants, to giving the parking management office access to every aspect of the system. All of this is possible in OpsMan and is within the full control of the main City administrator.



Customer Support

Live Chat Support

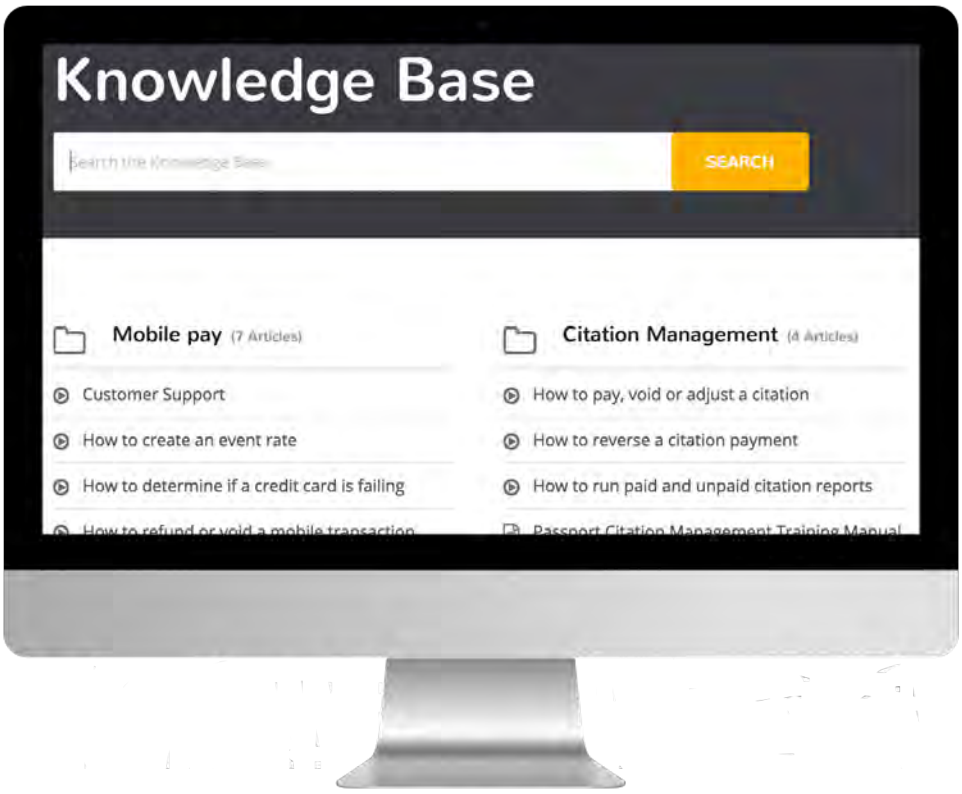
Passport will offer live support, via the telephone, for any technical issues that the parker may encounter. However, when the parker has questions or issues with the actual parking structure, they will be directed to contact the City. To manage this influx of calls, Passport created a live chat support function between the parkers' app and OpsMan. City administrators will be able to speak directly to parkers and solve problems, from any location with internet access. This improves the parker's experience using the application and it releases the City from tying customer service to a particular call-center location.

Client Success

Knowledge Base

Knowledge Base is an online repository of training videos, online forums, and training materials, all of which are updated along with the software. Using Knowledge Base, City administrators will be able to chat with other OpsMan administrators in other cities to work through common problems; watch short training videos on new and old functionality; and access training manuals for each of Passport's products.

Passport's Client Success Managers ensure that this information is updated regularly. If, for whatever reason, Knowledge Base does not address the City's concern, the Client Success Manager is always on hand to resolve issues as needed.



Client Support

After contract execution, the City will be managed by Passport's Client Success team. This team is made up of the Client Success Manager and a Product Support Specialist. The Product Support Specialist is devoted solely to the technical support of the City. Having a dedicated technical support line and representative ensures that the City receives the best service in a timely manner.

The City will be able to contact the Product Support Specialist 24 hours a day, 7 days a week via email and during regular business hours via phone. Regardless of method of communication, all issues will be resolved in accordance with Passport's backup procedures, which prioritizes problems by the impact of the issue. The Product Support Specialist will be in constant contact with the City throughout the resolution of the problem.

All technical and operational support items should follow the outlined procedure:

a. Email: help@passportinc.com Include the nature of the issue and any background that would be helpful in resolving the identified item.
b. Phone: Immediately call 980-939-0990
c. The on-call team will respond to inquiries and take appropriate action

Other Technical Requirements

- **Data Security - The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:**
    - **Securing physical servers, storage, etc.** Comply.
    - **Firewalls to protect against unauthorized access.** Comply.
    - **SSL encryption on websites.** Comply.
    - **PCI PA_DDS level 1 compliant on all applicable data.** Comply.
    - **SAS 70 Type II certified before the Notice of Award.** Comply.
    - **The participant must minimize NCPA's exposure to sensitive data, such as:**
        - **Credit card numbers.** Comply.
        - **Personal information of users.** Comply.
        - **The participant must describe its data security plan and disclose any breaches of security.** Comply.

At its base, Passport is a payments processing company. In order to do this effectively, security is the number one concern of everyone at Passport. Passport goes above and beyond required security measures to provide peace of mind to cities, parkers, violators, permit holders, and riders.

PCI-DSS Compliance

Any merchant that stores, processes, or transmits cardholder data is required to maintain payment security of that information. PCI security standards lay out the technical and operational requirements for software developers and manufacturers of applications and devices used in payment transactions. PCI Data Security Standards (PCI-DSS) provide actionable framework for developing a robust payment card data security process -- including prevention, detection, and appropriate reaction to security incidents.

Passport maintains PCI-DSS Version 3.1 compliance. No sensitive information is stored or transferred on the Passport database. The only information stored on the database are names, phone numbers, and email addresses. All credit card information is stored in an isolated card storage database. That data is encrypted and tokenized to reduce the risk of credit card fraud in the event of a breach. Please see page 21 for Passport's Compliance Certificate.

SSAE-16

The Statement of Standards for Attestation Engagements (SSAE) No. 16 is the authoritative guide for reporting on service organizations. Using these standards, Passport is audited by an Independent Auditing Firm, which issues a Service Auditor's Report. The Report outlines the chain of control and risk associated

with internal operations. Passport completes SSAE-16 audits annually for its mobile payment transactions.

PriceWaterhouse Coopers

In addition to other security standards and audits that Passport regularly engages in, Pricewaterhouse Coopers conducts ethical hacking on Passport's system yearly. PwC hackers attempt to break Passport's system, searching specifically for security flaws. Any issues that arise from this exercise are immediately relayed to Passport and fixed.

A-LIGN

Passport hires A-LIGN to assist in meeting specific auditing and security assessment needs. A-LIGN helps navigate security standards for credit card transactions and ensures that Passport continually meets and exceeds those standards.

Secure Socket Layer

Passport utilizes Secure Socket Layer (SSL) to securely transfer sensitive data between the application and servers. SSL is the standard security technology for establishing an encrypted link between a web server and a browser. This link ensures that all data passed between the web server and browsers remain private and integral.

Passport only stores the name and email address of the parker, violator, permit holder, or rider on the application while all other sensitive data is stored on a secured, firewall protected server.

Gateway Provider

Passport is listed as a certified gateway provider on both Visa and Mastercard's national registries. Additionally, Passport is recognized as a sponsored service provider for both companies as well.

OpsMan

Internal security standards are managed through Passport's backend system, Operator Management ("OpsMan"). OpsMan restricts access to data via permissions defined by the City for the administrators. Roles can be created such that specific titles correspond to specific access permissions. Passport will only have access to the username (either email or phone number) of administrators for troubleshooting and customer support.

- **System Availability - The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:**
    - **IVR, including the availability of live customer service representatives.**
      Comply.

- **Mobile applications.** Comply.
- **User and administrator websites.** Comply.
- **Integration with existing multi-space meters (only for the integration part for which the participant is responsible).** Comply.
- **Integration with existing enforcement systems (only for the integration part for which the participant is responsible).** Comply.
- **The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.** Comply.
- **The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.** Comply.

Passport's servers are hosted by Amazon Web Services ("AWS"), a secure cloud services platform that stores databases and delivers content and functionality to its clients. Part of AWS's service offering is the implementation and maintenance of virus and security software. Using AWS and its suite of products, Passport is able to offer peace of mind to the City.

Database Storage

Amazon Relational Database Services ("RDS") houses Passport's database. RDS provides multiple advantages to Passport such as provisioning, patching, backup, recovery, failure detection, and repair. Using AWS and RDS, Passport is able to scale easily, which means that every one of Passport's clients' utilization can grow quickly and all at the same time without affecting the efficacy of the database.

Elastic Load Balancing

Multiple servers exist within the system, each with the capacity to host the entire system. Amazon RDS automatically creates a primary database instance, which is simultaneously replicated to a standby instance in a different Availability Zone ("AZ"). Each AZ runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable.

If a server becomes overloaded or fails, RDS performs an automatic failover to the standby instance. This means that the application can resume database operation without the need for manual intervention. Essentially, RDS protects the system from failure and the only potential lag time would be the amount of time it takes for the system to failover from one AZ to the next.

Database Backup

RDS offers automated backup, which allows for point-in-time recovery of Passport's database instance. RDS backs up the database and transaction logs and stores both for a specified retention period, meaning that Passport can restore its database instance to any second during the retention period, up to the last five minutes. Passport's entire database is

backed up daily between 3:00-3:30AM EST, capturing all transaction logs. Each backup is saved for seven (7) days. Thus, if there is ever a failure of the server, Passport will be able to recover all data and transaction logs up to the morning of the failure.

Database Snapshots

Amazon's Simple Storage Services ("S3") takes and stores database snapshots of the entire system. The snapshots are kept until explicitly deleted and are incredibly durable, allowing Passport to create a new instance of the database from the snapshot whenever needed or desired. These snapshots can be stored in separate AZs, giving an additional protection against any potential system failure or overload. Daily offsite snapshots are taken of the entire Passport database.

Passport guarantees that its solution will have a 99.9% uptime.

Integrations

- **Multispace Meters - The system must be able to communicate with the back office system of the existing multi-space meters. The system must have the following requirements:**
    - **Send each transaction to the existing back office system or a 3d party system as it happens in real time.** Comply.
    - **Accept transactions sent from the back office system or a 3d party system.** Comply.
    - **The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.** Comply.
- **Enforcement - The system must be able to communicate with any enforcement system. The system must have the following requirements:**
    - **Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:**
        - **Android.** Comply.
        - **iOS.** Comply.
        - **Blackberry.** Comply.
        - **Windows Mobile.** Comply.
        - **A platform agnostic web service.** Comply.
    - **Allow a device to query a list of paid vehicles through a meter/block/zone ID.** Comply.
    - **Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.** Comply.
    - **Pull or receive a list of license plate numbers flagged by law enforcement.** Comply.
    - **The system must be able to send an alert when a matching vehicle makes a parking transaction.** Comply.

- **The participant must provide examples of their enforcement integration models with other clients.** Comply.

Passport is a leader in integrated technology software for parking due to an open API, which integrates with all other providers in the City's ecosystem. Passport's solution uses a caching system that ensures the fastest transfer of data and system performance between providers, including Digital Payment Technologies, IPS, and CALE. Passport has the ability to push information to the meters meters, however, many meter providers charge per transaction for pushing data. To save the CIty money, Passport bypasses this step and pushes data directly to the citation enforcement issuance provider.

Passport recommends using its Citation Management Platform for the best quality service, but if the City has a different provider, Passport will work with that provider to deliver a seamlessly integrated experience. Passport is currently integrated with the following citation management software: Xerox, T2, Duncan Solutions, CivicSmart, Kelly & Ryan Associates, AIMS, UP Safety, Clancy Systems, Complus Data, Quatred, and VATS. If parking enforcement officers are not all equipped with an internet-connected issuance device, Passport will provide the City with its Park Monitor solution, which tracks all active parking sessions and is available via any Android device.



Enforcement Integration Examples

Example: Genetec Integration

Passport maintains an existing integration with Genetec for LPR enforcement. With this integration, when a parker pays with the Passport app, parking rights are automatically synchronized with AutoVu mobile ALPR enforcement units. All information is passed in real-time, thereby decreasing the number of parking ticket disputes and increasing compliance in payment from parkers. Passport is able to meet this level of integration with other LPR technology providers with which the City already works.

Example: TurboData Integration

Passport maintains an active integration with TurboData whereby Passport sends real-time parking session data to the Android and Dolphin 99EX Honeywell handhelds and to the TurboData system for real-time monitoring of all parking session statuses. By pushing this information in real-time, TurboData the City will be able to monitor all parking sessions throughout the City.

Example: T2 Flex Integration

The Passport/T2 integration pushes all parking session statuses in real-time to T2 issuance devices. So long as the issuance device is connected to the internet or cellular data, it will receive parking session data immediately. The City's parking enforcement officers will be able to see whether a parking session is active or inactive and take the appropriate action. As it is not necessary for accurate enforcement, Passport does not push any monetary information to the T2 system.





Customer Service

- **End User Customer Service - The vendor must provide the following customer service to end users:**
    - **Live operators available 24/7 to create accounts and resolve issues.** Comply.
    - **Language support for:**
        - **English.** Comply.
        - **Spanish (if available).** Comply.
    - **Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.** Comply.
    - **Callers seeking a live operator must not be on hold for longer than 2 minutes.** Comply.
    - **Music and updated messaging must be provided during calls on hold.** Comply.
    - **Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.** Comply.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available. Comply.

Passport supplies a variety of support through the application, website, and and telephone support. Parkers will have unlimited access to parking history and self help in the form of FAQs through the website and application. Additionally, Passport will provide live agent support from 8am-9pm EST Monday-Saturday and 12pm-9pm EST on Sundays. Outside of those hours, the parker will be able to call a dedicated call center, which will answer basic questions related to the application and flag any more serious issues to be handled by a Passport Customer Support representative the next day.

The extent of Passport's support will be limited to questions related to the application itself. Passport will not answer questions related to the City's parking operations and will direct any parkers with those questions directly to the City. Passport technical support will also not issue refunds, which are considered to be a business decision to be made by the City. However, Passport's technical support will void payments in truly duplicative situations, where the parker unintentionally started multiple parking sessions.

Passport strives to create an intuitive application that ought to reduce the number of technical support representatives required. As an example, Passport technical support has fielded only 75 calls for the City of Victoria, B.C. in the first 10 months of deployment. While Passport is able to handle multiple calls at once, this is rarely necessary.

- **NCPA Support - The vendor must provide the following services to NCPA:**
    - **Technical support during normal business hours of 8:30AM to 6:00PM (EST).** Comply.
    - **Engineering staff to perform development, testing, and deployment.** Comply.
    - **Response times of less than 30 minutes for urgent issues.** Comply.
    - **Resolution of urgent issues in less than 2 hours.** Comply.

The vendor must provide examples of development project plans and issue resolution processes with other clients. Confirmed.

After contract execution, the City will be introduced to Passport's operations team, which is comprised of Enterprise Implementation and Client Success. This team will be the liaison between the City and Passport, including all software engineers. The first call post-contract will be managed by the Regional Sales Vice President, David Singletary. David will introduce the mobile ticketing platform and the rest of the Passport team to the City's team. After this call the City's main points of contact will be its Project Manager and Client Success Manager, however, David will remain a secondary resource for the City, in the event he is needed.

After launch, the CSM will speak with the City on a monthly basis, at a minimum, to fully understand the state of affairs. During these calls, the CSM will also impart any roadmap updates or new features that may be beneficial to the City. Once a quarter, the CSM will conduct a system review with the City to ensure that the product meets or exceeds the needs of the City. Passport positions its CSMs to be the best resource for any City not only on all things Passport, but all things related to enforcement.

To address any critical problems or triaging any issues, the City will also have access to a dedicated Product Support Specialist (the "PSS"). The PSS is trained in solving most problems that the City may encounter and for any problem that is outside the scope of their training, the PSS will liaise with the software engineer that built the system. Any issues will be addressed immediately and should be resolved within 24 hours of notice. This support is available 24 hours a day, seven days a week. Depending on the severity of the issue, Passport will respond as follows:

Priority 1 – Critical Problems: If the service is experiencing problems that crash the system completely, leads to data corruption, cause major functions or features to fail to operate, or are otherwise significant, material, and substantive. Passport will provide an error notice for such problems within fifteen (15) minutes of Provider's receiving notice of such error and dedicate resources on a continual, best efforts basis to correct the problem within one (1) hour of receipt of the Error Notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

Priority 2 – Medium Impact Problems: If the service is experiencing problems that cause significant delays or cause minor functions or features to fail to operate that is substantive, but not material. Provider shall provide an Error Notice for such problems within one (1) hour of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within six (6) hours of receipt of the error notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

Priority 3 – Low Impact Problems: If the service is experiencing problems that cause minor delays, but do not inhibit the ability to use the service and are neither substantive nor material. Passport will provide an error notice for such problems within one (1) hour of Provider's receiving notice and shall work during normal business hours and use reasonable commercial efforts to correct the problems within one (1) day of receipt of the error notice. Passport will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

All technical and operational support items should follow the outlined procedure:

Phone:

- Immediately call (980) 939-0990 for Technical Product Support
    - If an email response or phone call does not occur within under 5 minutes call any of the secondary support numbers, which go directly to support engineers

Email:

- The City may email Passport at any time and will receive a response as soon as possible.
    - Parker support: support@passportinc.com

- City support: help@passportinc.com

Training

The vendor must provide training to personnel designated by NCPA and cooperating agencies in the following areas:

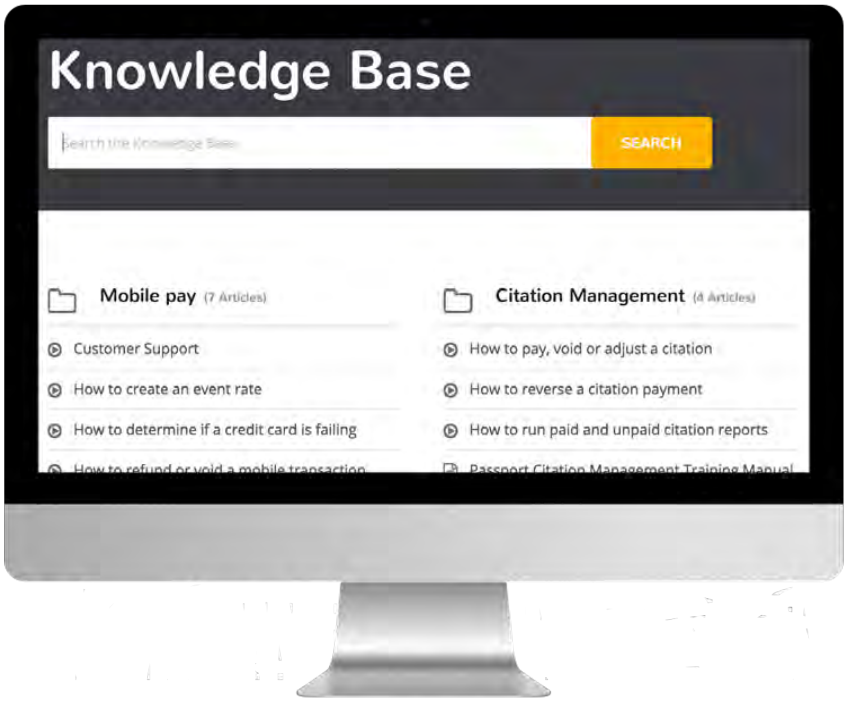
- **Use of payment methods.** Comply.
- **Use of any websites designed for users and administrators.** Comply.
- **Use of any enforcement tools.** Comply.

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website. Comply.

During implementation, Passport will train City administrators on how to best utilize the backend system, Operator Management ("OpsMan"). During that training, the City will learn all of the different ins and outs of the system and be prepared to take over operations after launch. Passport also understands that it's easy to forget things that aren't always in front of you and so it created Knowledge Base.

Knowledge Base is an online repository of training videos, online forums, and training materials, all of which are updated along with the software. Using Knowledge Base, City administrators will be able to chat with other OpsMan administrators in other cities to work through common problems; watch short training videos on new and old functionality; and access training manuals for each of Passport's products.

Passport's Client Success Managers ensure that this information is updated regularly. If, for whatever reason, Knowledge Base does not address the City's concern, the Client Success Manager is always on hand to resolve issues as needed. Please see page 103 for training materials.



Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- **Development schedule.**
- **Testing schedule.**
- **Roll out schedule.**
- **Marketing schedule.**
- **Training Schedule.**

The participant must provide a tentative deployment schedule for NCPA that includes all services.

PROJECT MILESTONES	DURATION (DAYS)	DAYS AWAY FROM LAUNCH
KICKOFF	10	**43**
review of current environment	2	43
kickoff call	0	39
request for additional information	4	38
develop project plan	2	31
distribute project schedule & documents	0	30
follow-up call if needed	0	30
SYSTEM SETUP/PROVISIONING	13	**29**
contact and customer support information	2	29
assign users and roles	3	25
ENVIRONMENT SETUP	12	**28**
complete environment and rate buildout	5	28
provide testing link to client	1	21
perform environment and rate testing	5	17
client signoff on environment and rate testing	0	11
DETERMINE IVR SETUP	4	**24**
establish main phone number	1	24
develop calling tree script	2	23
deliver calling tree script for signoff	0	22

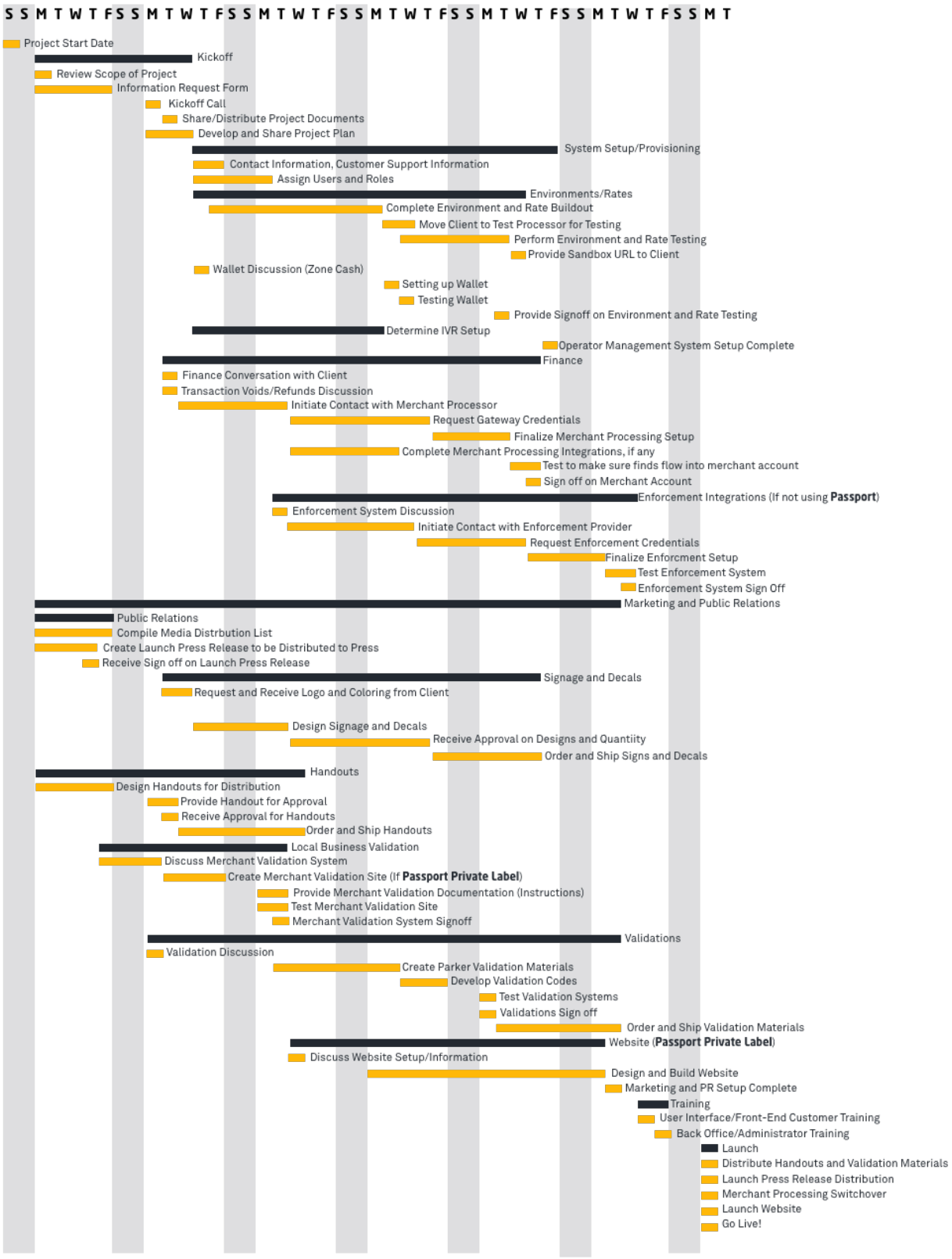
client signoff on IVR system	0	21
CUSTOM INFORMATION	4	**18**
develop terms and conditions, privacy policy, and FAQ	4	18
custom wording for specific emails	1	18
receipts	1	18
wallet Loads	1	18
expiring credit cards	1	18
Operator Management System Setup Complete		
PARKING PAYMENT INTEGRATION	7	**22**
initiate contact with parking device/enforcement provider	1	22
request and receive device credentials	3	21
finalize integration setup	2	16
test parking system	1	14
client sign off on parking payment system integration	0	14
FINANCE	16	**35**
finance conversation with client	1	35
transaction voids	1	35
refunds	1	35
wallet	1	35
wallet setup	2	32
initiate contact with Merchant Processor	5	32

request gateway credentials	5	25
finalize merchant processing setup	3	18
test flow of funds to merchant account	2	15
client sign off on merchant account	0	14
MARKETING AND PUBLIC RELATIONS	22	**32**
decals and signage	21	32
discuss size and content	3	32
design decals and signage	5	29
send proofs to client for approval	1	22
client sign off on decals and signage	0	22
confirm quantity	2	21
place order	2	21
receive shipment	10	17
public relations	10	18
compile media distribution list	5	18
draft pre-launch press release	4	11
client sign off on pre-launch press release	0	8
distribute pre-launch press release	1	7
create launch press release	4	11
client sign off on launch press release	0	8

validation		14	22
	validation discussion with client	1	22
	create parker validation materials	4	14
	develop validation codes in system	3	8
	test validation system	1	3
	client sign off on validations	0	3
handouts		17	25
	design handouts for distribution	5	25
	send handouts to client for approval	2	18
	client sign off on handouts	0	3
	receive handouts	0	3
Marketing and PR Setup Complete			
EXISTING MOBILE PAY PROVIDER		9	**11**
	contact provider for user accounts	5	11
	change any reference of existing provider	5	7
	verify all information has been removed	0	0
TRAINING		2	**2**
	move client to test merchant account for training	1	2
	user interface and front end customer training	1	1
	back office and administrative training	1	1

LAUNCH	3	**3**
distribute handouts and validation materials	1	0
distribute launch press release	1	0
merchant processing switchover	1	0
launch website	0	3
GO LIVE		
POST LAUNCH FOLLOW UP	7	
management checkins	7	

TOTAL CALENDAR DAYS	**43**
TOTAL WORKING DAYS	**32**



Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

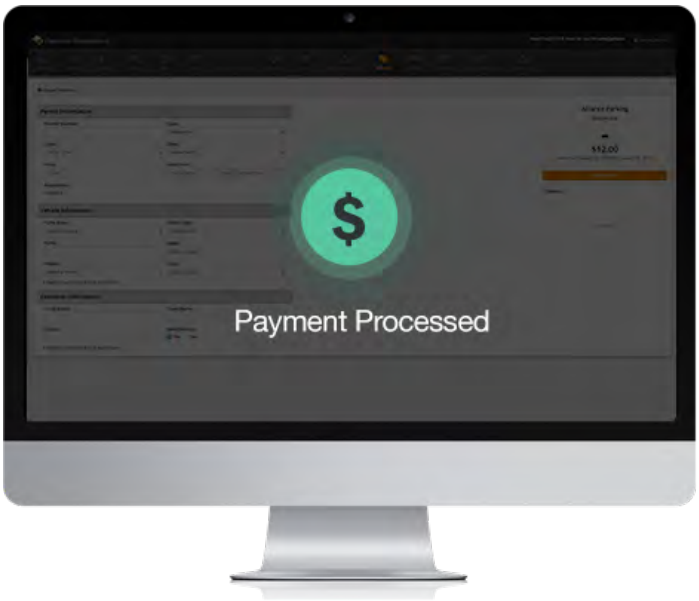
- **Digital virtual permit management system for monthly, residential, visitor, and other parking related permits:**
    - **The whole lifecycle of a permit must be automated.** Comply.
    - **Registration, application, auto-renewal payments, approval (if applicable), and issuance must be performed online.** Comply.
    - **Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.** Comply.
    - **Online personal account for permit holder to update information and manage their account.** Comply.
    - **Waiting list and mass email functionality.** Comply.

Passport's Digital Permit Platform ("DPP") delivers an end-to-end digital solution to manage and enforce parking permits throughout the City. DPP was built in conjunction with Passport's Citation Management Platform and informed by Passport's experience with public and private parking operations. The result is a digitally enforceable permitting system, that is able to manage the entire application process, including uploading eligibility documents and managing a wait list.

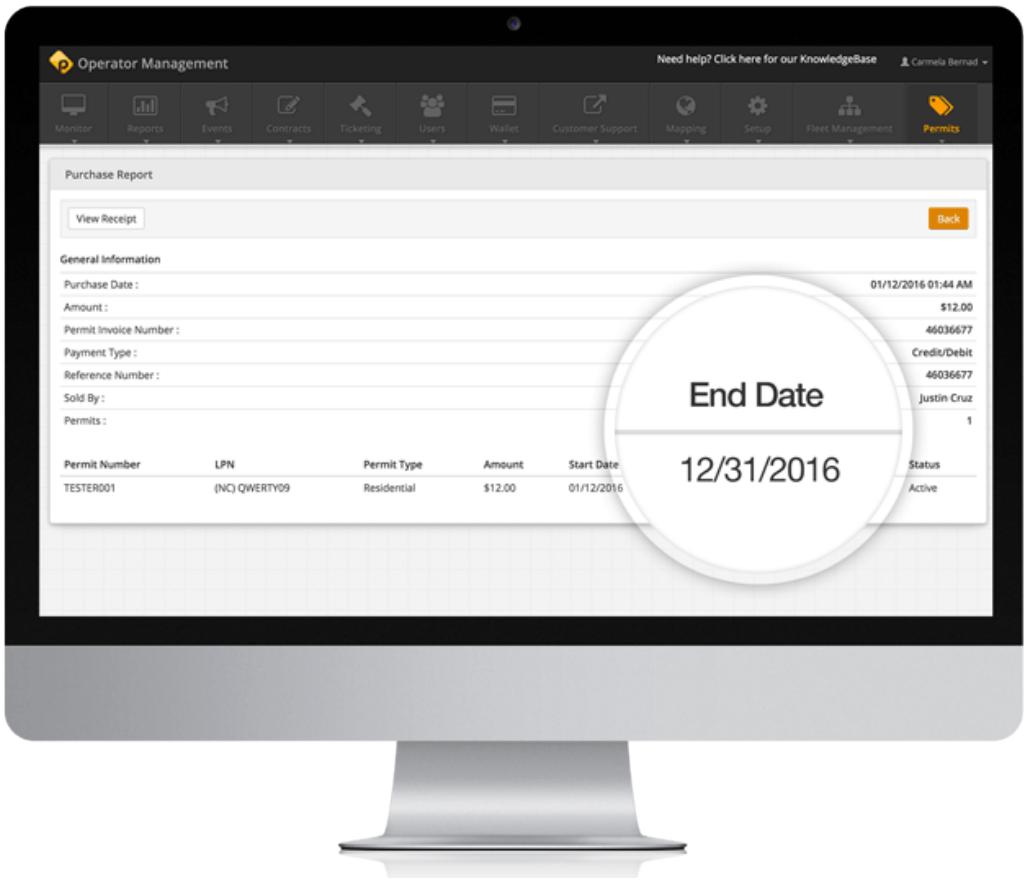
Cloud-Based Solution

Permits Built for Speed

Passport's DPP allows the City to issue, track, and manage a range of permits, including all parking permits for residents, guests, employees, and temporary one-time permits. From the backend system, Operator Management ("OpsMan"), the City will be able to control all required credentials, such as permit name, price, customer name, vehicle limit, license plate number ("LPN"), residence verification, email address, and more.



Passport's DPP solution enables cities to have a point of sale in municipal facilities or through a client-facing portal. OpsMan allows for total report generation by the City, including permit revenue, permits in use, and purchase reports. With so much data available, the City will be able to track and analyze everything from issuance to expiration dates.



Sole Sourced Solution

Passport's DPP was built along side its Mobile Payment for Parking and Citation Management platforms, giving the City a wider breadth of optionality for its permitting system. By combining Passport's private label mobile parking application and DPP, the permit application will tie into the parking application. This gives a native feel to the application that the parker is already accustomed to. Additionally, the permit applicant will have a tokenized payment record, which allows the system to pass the parker's payment credentials from the Mobile Pay application to the permitting portal.

Passport is the only digital solution on the market that allows for multi-vehicle permitting, when the City also implements Passport's Citation Management Platform. With this solution, the same family or household can register multiple vehicles for use of the same permit. Using Passport's Citation Management Platform, when a member of a household parks their car in the City, the parking enforcement officer will run the LPN against the database and mark the permit as valid and in-use. If another car from the same household parks in the City without paying for parking, the database will notify the parking enforcement officer that the permit is already in use and to issue a citation.

Powerful Features

Enforce with Accuracy

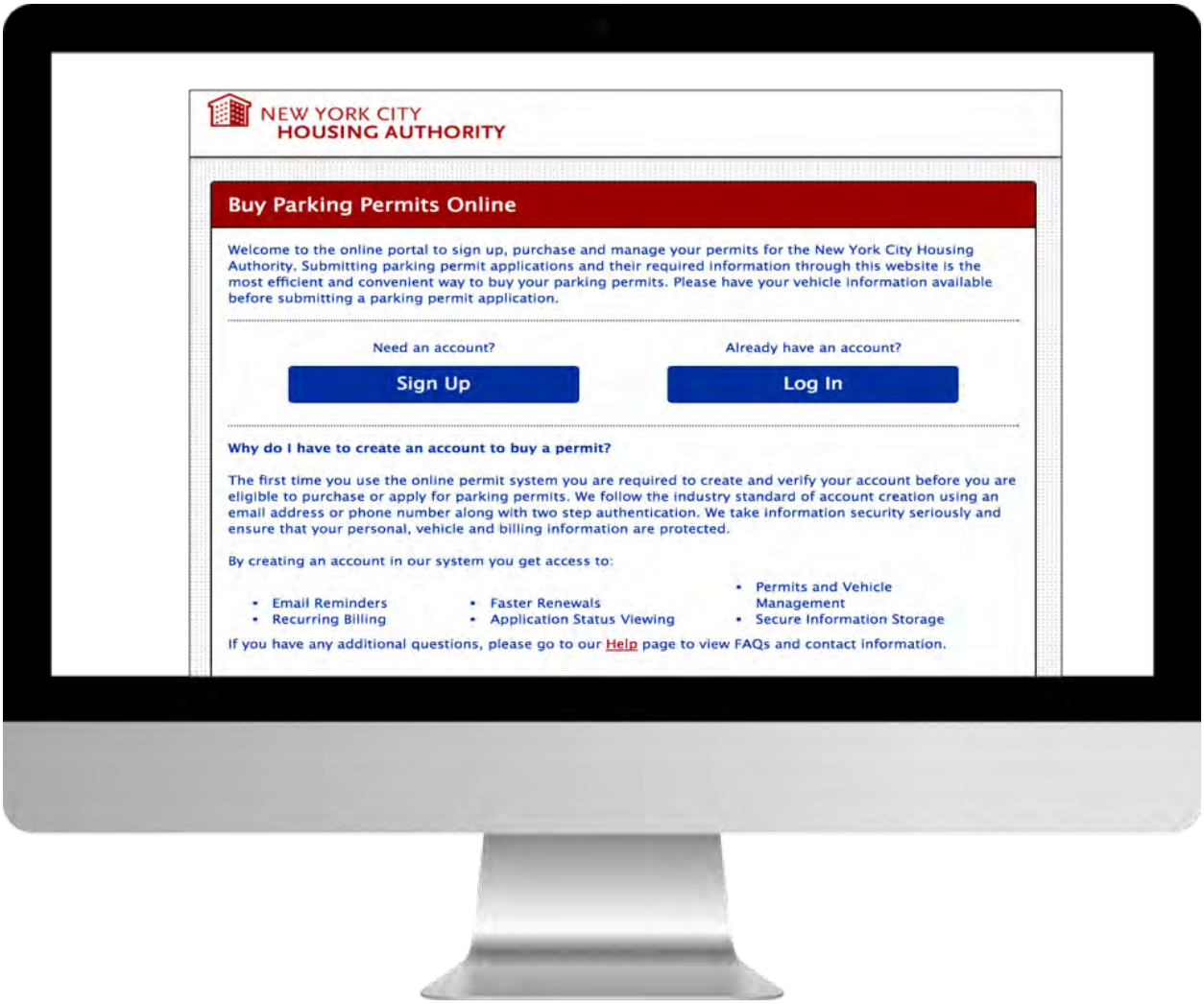
Passport partners with leading License Plate Recognition services that increase the speed and accuracy of enforcement with seamless integrations. After a permit has been issued, all relevant data will be pushed to the City's Citation Management Platform. If the City is using Passport's Citation Management Platform, a parking enforcement officer will have the benefit of a dynamic system, which allows the parking enforcement officer to easily search through the database for an LPN; because the system is dynamic, the pool of eligible vehicles becomes smaller with each additional digit. If the LPN is attached to a permit, the parking enforcement officer will be able to view the permit within the software and know that there is no violation warranting a citation.

Branded Application and Payment Portal
The permit application page for DPP is a custom-branded, mobile-optimized secure payment portal, RMCPay. The City will select a custom graphic and color scheme to be used as the background of the portal and the URL will be an addition to the City's parking website. The permit applicant will login to RMCPay with the same phone number and email address they use to pay for parking through the Mobile Payment application.

RMCPay will be the applicant's dashboard to manage their permits. The permit applicant will be able to see all permit information from the portal, see how many permits are available in a given zone, apply for permits, and track their position on a wait list. When applying, the permit applicant can use that day's date or a future date. If the date is not at the beginning of a payment cycle, the City may choose to pro-rate the cost of the permit to either the day, month, or quarter.

If the permit requires proof of residency or other eligibility, the permit applicant will upload documents directly to RMCPay, which will be available for review by the City in OpsMan immediately. The permit applicant will not be required to pay for the permit until after they have been approved by the City. When a City administrator verifies the permit applicant's eligibility, they will update the permit applicant's status, which will automatically send an email notification to the applicant to return to RMCPay to complete their permit application.

If a permit applicant is wait listed for a particular zone, they will be able to monitor their status within RMCPay. The City can configure the system to determine whether the applicant can see their specific number on the list or just that they are still waitlisted. The City will also be able to manage the wait list order and override the wait list from OpsMan. Once a permit becomes available, the permit applicant will receive an email notification and direction to complete their permit. The City can configure this process to limit the amount of time that the permit applicant has to complete payment of their permit before losing the opportunity.



- **Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as much not limited to:**
    - **Mobile payments for parking system.** Comply.
    - **Pay by plate (multi-space meter).** Comply.
    - **Digital permit management system.** Comply.
    - **Enforcement.** Comply.

Passport's backend system, OpsMan, will collect all data from the Mobile Payment Platform and any other integrated system, including multi-space meters, digital permitting, and enforcement. If the City elects to implement Passport's Digital Permitting and Citation Management Platforms in conjunction with the Mobile Payment Platform, all of the data will automatically be aggregated within OpsMan from the date of launch and available for analysis and queries immediately. By implementing the enterprise suite of Passport products, the City will not only have a single backend system for its use, but it will be able to

release a single front-end application to handle parking payments, permit applications, and paying for citations. This single source application will allow the parker to use the same tokenized and stored payment method to pay for permits and citations as it does to pay for parking.

- **Access for mobile payment users to gated parking facilities via:**
    - **QR code, either ia scanning within a mobile app or scanning at the gate.** Comply.
    - **Near Field Communication (NFC).** Comply.
    - **RFID or Proximity Cards.** Comply.
    - **License Plate Recognition (LPR).** Comply.

Passport is built on an open API, which allows it to seamlessly and easily integrate with any other software provider in the City's ecosystem. If the City has the hardware technology for QR Code Scanning, NFC, RFID, or LPR, Passport can integrate with those mechanisms. Additionally, Passport has created two different features that the City will have access to in parking garages. The first is a sPark and the second is Passport's

sPark

sPark is an automated parking experience for registered Passport parkers. This feature allows parkers to park in a garage without having to stop at a pay station. A registered parker's license plate number ("LPN") will be picked up by license plate recognition technology ("LPR") once they enter the garage, which will initiate the session. When the parker leaves and the LPR reader is no longer able to detect the LPN, the session will stop automatically. The parker's registered form of payment will not be charged until after the session is complete.

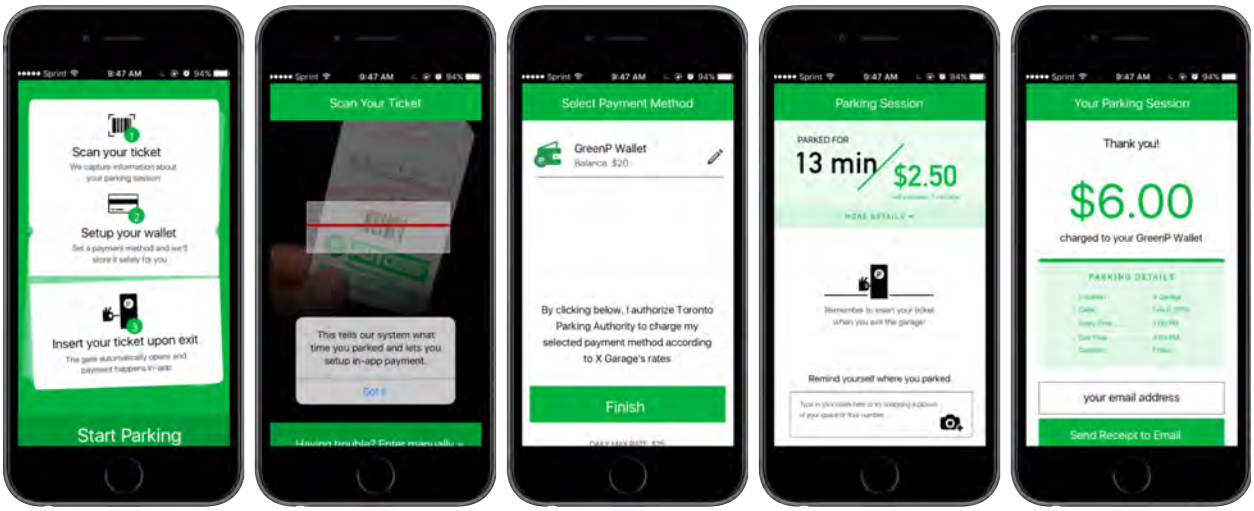
To register for this program, a parker will save vehicles to their account, by LPN, as well as select a default payment method. When the vehicle enters the garage, the LPR will scan the LPN and run the number against Passport's list of registered parkers. If the LPN is connected to a registered parker, Passport's backend system will confirm the payment method and begin the parking session. The status of this parking session will be automatically pushed to the enforcement software to ensure accurate enforcement.

To take full advantage of this feature, the City will have to install LPR cameras throughout the non-gated parking garages that it controls so that every parking bay is monitored. Passport integrates with several LPR providers already and will be happy to suggest a provider if the City wishes to purchase new LPRs.

An added bonus of this functionality is targeted enforcement. By utilizing LPR technology within an enclosed space, Passport's system is able to detect exactly where a vehicle is located within the garage. If a parker is not registered with sPark and hasn't otherwise initiated a parking session, Passport can send targeting information to the enforcement software after the City-specified grace period has expired.

Mobile Pay Station

For gated garages and surface lots, Passport has created its Mobile Pay Station function. With this feature, a parker will take a ticket to enter the lot and raise the gated arm. Once in the lot, the parker will scan the ticket using the Passport application. After the ticket is scanned, the parker then selects which payment method they would like to use to pay for parking. When the parker leaves the garage they will insert their ticket as usual, but instead of having to pay, the machine will communicate with Passport's app and charge the parker for the length of their stay. This Mobile Pay Station releases the parker from visiting a pay station before leaving or having to pull out a credit card when leaving.



- **Electrical Vehicle Charging.** Comply.

Passport's system is built on an open API, making it easy to integrate with any other software providers in the City's ecosystem. Most Electrical Vehicle Charging companies, like ChargePoint, charge for the parking session as opposed to charging for the actual charge, which would not require additional integration. However, if the City does charge the customer to use the charging station, Passport will integrate with any provider of the City's choosing.

- **Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).** Comply.

Within OpsMan, the City will have access to Passport's Rate Builder function. Rate Builder allows a City administrator to easily edit, add, or delete an existing rate structure as well as establish conditions for specific rates.

If there is a special event in the City, the City will be able to set special rates for specific lots. From the OpsMan dashboard, the administrator will navigate to the "Events" tab and select either "Manage Venues" or "Manage Rates." From this screen, the City will input information related to the event, including starting and ending date and time. The City will also have the option of make certain zones free during this time or accepting permits during the event.

This information will update in real time to the Passport Mobile Payment app and OpsMan, giving all parkers and parking enforcement officers access to the most recent rates.

- **Integrations with all major meter equipment, ticket software applications and sensor technology providers.** Comply.

Passport operates on an open API, meaning that it is able to integrate easily with almost any other software provider, including multi-space meters, parking enforcement, and sensor technology. Passport currently maintains integrations with more than 25 companies related to parking enforcement, LPR technology, and multi-space meters and will work with the City to add to this list. Additionally, Passport operates its own citation management solution, which the City can implement for the best experience for mobile payment and enforcement.

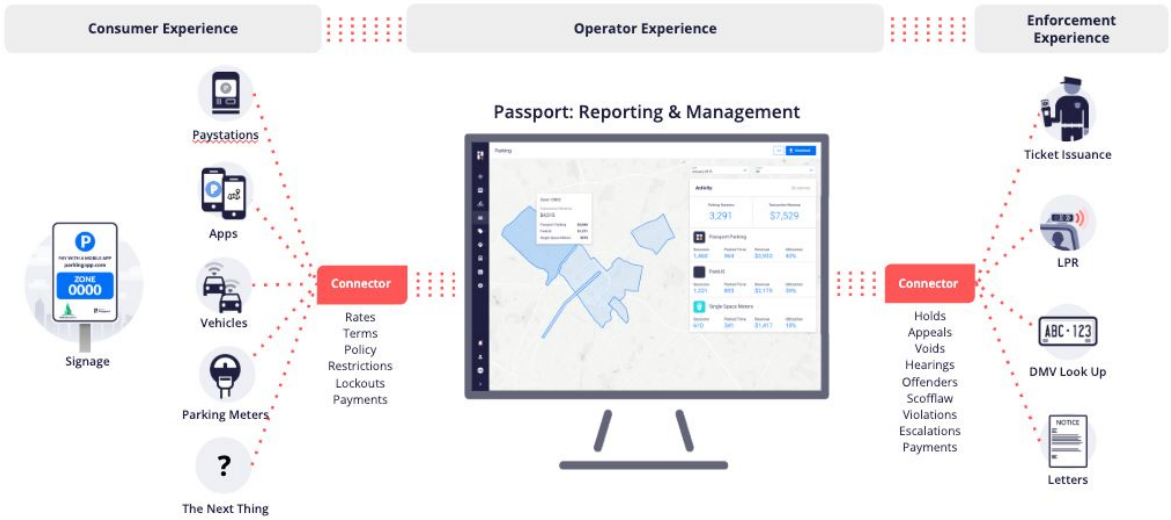
Integrated Mobility Management Platform

The parking industry has reached an inflection point. Ecosystems of loosely coordinated vendors no longer serve the goals and aspirations of parking departments, which manage valuable and high-leverage curbside assets in complex urban mobility systems. The number of ways to pay to park is proliferating, with multiple tenants (vendors) supplying ways to pay to park in the same areas. This fosters innovation and optionality for those paying to park, but creates an increasingly complex environment to manage. Many new methods of payment are emerging on the horizon, including popular providers who aren't traditionally active participants in the parking industry such as navigation app makers, vehicle in-dash systems, lifestyle applications, and similar.

Effective management of a multi-tenancy parking environment requires comprehensive coordination within a parking vendor ecosystem, deeper data insights about curbside behavior, and more effective tools for operators to manage their curbside operations. Most of the coordination challenges converge on two core needs: the need to push consistent policies *out*, and the need to pull activity records *in*. These two functions create a virtuous cycle for improving the parking system, and effectively amount to a shared 'operating system' for curbspace.

Passport's offering is composed of a few key components:

- A set of highly available **cloud-based APIs** that allow any technology provider to integrate into one or more client environments. Documentation, integration guides, and other supporting resources are publicly available.
- A network of **integrated technology providers**.
- A **comprehensive back-office** for reporting and management. Data from all partners are stored in a consistent format that's easy to export in a variety of formats or via API.
- Integrated **payment processing** that simplifies funds flow in a many-partner environment.
- (Optional) Vendor-neutral **signage packages**.



At present, Passport currently supports over 100 individual applications on its infrastructure across North America and the UK in cities of scale including Chicago, London, Portland, Boston, and Toronto, including payment infrastructure for 600+ municipal and private parking clients that powers their user-facing applications.

Value Added Products and Services

Citation Management Platform

Passport's Citation Management Platform ("CMP") delivers a flexible and dynamic solution to your parking system. Built on Passport's industry-leading enterprise platform, the City can easily take advantage of cloud-based software technology to streamline services, reduce time and cost, and increase collection rates.

Parking enforcement officers are able to see real-time information on lightweight mobile devices that automatically send data to backend software for a complete view of operations. Passport's CMP is built on the Android operating system, which benefits the City in two ways: first, Android products are more cost effective than large, expensive handhelds or Apple products; and second, updates to the product do not require expensive hardware retrofits, nor does it take weeks for the app store to approve each update as Apple does. Passport's commitment to continuous innovation leads to frequent enhancements and upgrades, pushing each update to the system in a matter of hours or days, depending on the needs of the City.

Automated Process

Ticket Issuance

Passport's ticket issuance software, OpsMan Mobile, is build on the Android Operating System. Parking enforcement officers are able to take advantage of lightweight mobile devices that are connected in real-time to the backend management portal. Each parking enforcement officer can have their own account and ticket flow can be configured to meet the specifications of the City.

More than Just Issuance

Passport's Citation Management Platform offers both flexibility and efficiency to the City's operations. No two operations are the same, so Passport designed its platform to adapt to each city's unique requirements. The CMP offers the following robust feature set to help improve the CIty's operations:

- Monitoring and electronic chalking
- Issuance flow and data collection
- Reporting incidents in the field
- Adding custom notes and pictures to violations
- Formatting and content of printed violations
- Real time notifications for scofflaw, boot, and tow eligibility
- Reprinting tickets in the field
- Automatic generation of delinquency notifications
- A Mobile friendly payment portal
- A complete appeals process

Flawless Integration
Passport seamlessly integrates with a variety of systems and fully supports the implementation process with a dedicated expert team of engineers. Using real-time and batching capabilities, Passport's CMP integrates easily with other systems to allow for continuous development of new integrations and to meet the future needs of the City's operations.

Increase Collection Yield

Real Time Data
All parking data housed in the Passport system is available in real time, giving the City complete confidence in monitoring mobile and meter payments and dramatically reducing the time it takes to manage handwritten processes.

Once a violation is issued, all information is uploaded immediately and made available for payment. This means that violators are able to view and pay their violations quickly. Ease of payment means more violations are paid in a timely, efficient manner.

Data Analytics

With a cloud-based backend system, the City gets full access to the wealth of data generated when issuing citations. Reports can be run giving a 50,000 foot view of all transactions in the last year or drilling down to a single parking enforcement officer's activities in a particular lot on a particular day. The reports can be scheduled to run daily, weekly, or monthly, giving the City a constant view of the current state of operations. With all of this data at your fingertips, the City can make decisions backed by a wealth of data and analytics.

Mobile Payment for Transit

Passport's mobile ticketing solution is an enterprise platform providing agencies with mobile technology that improves the rider experience, allowing riders to plan, track, and pay for their trip in one simple, secure app. Eliminate the need for costly hardware and gain deep insights into rider patterns with data analytics. Transit agencies can choose between visual inspection of rider's tickets or Passport can easily integrate with a variety of hardware partners.

Mobile Ticketing for Smart Cities

The Agency's point of sale is now everywhere riders are. Mobile ticketing is a cost effective solution that brings speed and efficiency to the system, while delivering easy and simple solutions customers have come to expect in a mobile world.

Plan. Track. Pay.
With Passport's mobile ticketing technology, the entire transportation experience is at each rider's fingertips. Riders can plan their trip, track their travel options in real time, and complete ticket purchases all from their smartphone.

When a rider first opens the app, they will be greeted with a native map that is designed to help those riders that are in a rush, need help finding the best route to their destination, or don't want to register with the app immediately. The following is a walkthrough on how Passport has addressed the needs of riders:

Plan: Passport is integrated with Google Transit, whereby the rider will enter their start and end destination and Google Directions will return available route options. Riders will then plan their route, including walking, transit route, and travel time to meet their individual needs.

Track: Passport integrates with your system's pre-existing real-time feed to provide a real-time bus location overlay on top of Google Maps. Riders will use this information to determine where their bus is currently and when it will arrive at their destination.

Pay: Once the rider has planned and tracked their mode of transportation, they will also be able to purchase the ticket directly from their smartphone. The tickets will be stored in the rider's "Ticket Manager" until they are used or expire. Once the ticket is validated by the transit agency or expires, the ticket will no longer be available in the Ticket Manager.

Registration
All Passport solutions are configured so that the user receives all pertinent information prior to purchasing anything. Potential riders are able to plan and track their trip before they are ever prompted to pay. When a rider decides to purchase a ticket using the Passport app, they will be asked to enter payment information. This information will be tokenized and encrypted for security purposes, but will remain associated with the account, allowing the rider to have a seamless experience the next time they opt to purchase a ticket through the app.

Ticket Manager
After a ticket is purchased, it will be accessible in Ticket Manager along with all other active tickets. Each available ticket will show up in a list format. When a rider selects a ticket to use, they will be prompted to confirm that ticket, thereby reducing the number of unintentionally activated tickets. Once the ticket has been validated or time has expired, the ticket will no longer be available within Ticket Manager.

Fare Validation
Passport's Mobile Payment for Ticketing app allows for both visual and electronic validation. Each ticket will have a dynamic QR code and time and date stamps. The Agency can elect to validate tickets through visual inspection, where a fare inspector will confirm the moving QR code, the current date and time, and the fare type (i.e., student or senior citizens). If the Agency has the appropriate hardware, the Passport app is equipped with QR code, BLE, and NFC scanning capabilities. Currently, NFC scanning is only available through Android devices. The electronic validator can either be mounted or handheld, allowing the fare inspector to walk throughout the vehicle, validating individual tickets.

Passport's electronic validation has been tested and approved to perform transactions in under 500ms. Additionally, Passport's system can handle over 2 billion transactions per year, with no impact on performance. All Passport systems are designed for continuous performance, ensuring that every user has a consistently positive experience.

Eligibility Programs
Strengthen rider loyalty and grow ridership with flexible eligibility programs. Easily integrate the Agency's existing programs and offer riders only the passes they are eligible to purchase. Passport's mobile program options help reduce fraud so that riders cannot share passes. Best of all, the Agency can quickly set up programs and fare types and see data on purchase volumes by program.

Data Analytics
Through Passport's backend system, Operator Management ("OpsMan"), the Agency will have access to a powerful SaaS data and operations tool that empowers decision makers with business intelligence.

Better Communication: Send updates, notifications, schedules, and advertising to riders. Agencies can gain feedback from riders, creating a continuous feedback loop for future improvements.

Better Control: Passport's flexible platform allows the Agency to make changes in the system in real-time. Easily create and edit fare structures, eligibility programs, and manage roles from one central dashboard.

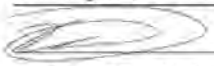
Unified View of Operations: Gain insights with accurate reporting for increased efficiency and improved ROI. Everything is in the Agency's control, including customized configurations based upon the Agency's unique policies.

Required Documents

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	PassportParking, Inc.
Print Name	Khristian Gutierrez, CBDO
Address	427 Tatnall Street, Ste 27927
City, Sate, Zip	Wilmington, DE 19801-2230
Authorized signature	
Date	October 27, 2016

Contractor Requirement

Contractor Certification
Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature 

Date October 27, 2016

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

Company name	PassportParking, Inc.
Address	427 Tatnall Street, Ste. 27927
City/State/Zip	Wilmington, DE 19801-2230
Telephone No.	(302) 543-2882
Fax No.	(888) 804-1783
Email address	rfp@passportinc.com
Printed name	Khristian.Gutierrez@passportinc.com
Position with company	Chief Business Development Officer
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance Provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this

Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

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

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY
58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No.	Counties and Parishes
1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT
8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE

15	HOOD RIVER COUNTY
16	HOUSING AUTHORITY OF CLACKAMAS COUNTY
17	JACKSON COUNTY HEALTH AND HUMAN SERVICES
18	JEFFERSON COUNTY
19	KLAMATH COUNTY VETERANS SERVICE OFFICE
20	LAKE COUNTY
21	LANE COUNTY
22	LINCOLN COUNTY
23	LINN COUNTY
24	MARION COUNTY , SALEM, OREGON
25	MORROW COUNTY
26	MULTNOMAH COUNTY
27	MULTNOMAH COUNTY
28	MULTNOMAH LAW LIBRARY
29	NAMI LANE COUNTY
30	POLK COUNTY
31	SHERMAN COUNTY
32	UMATILLA COUNTY, OREGON
33	UNION COUNTY
34	WALLOWA COUNTY
35	WASCO COUNTY
36	WASHINGTON COUNTY
37	YAMHILL COUNTY
1	BOARD OF WATER SUPPLY
2	COUNTY OF HAWAII
3	MAUI COUNTY COUNCIL

No.	**Higher Education**
1	BIRTHINGWAY COLLEGE OF MIDWIFERY
2	BLUE MOUNTAIN COMMUNITY COLLEGE
3	CENTRAL OREGON COMMUNITY COLLEGE
4	CHEMEKETA COMMUNITY COLLEGE
5	CLACKAMAS COMMUNITY COLLEGE
6	COLUMBIA GORGE COMMUNITY COLLEGE
7	GEORGE FOX UNIVERSITY
8	KLAMATH COMMUNITY COLLEGE DISTRICT
9	LANE COMMUNITY COLLEGE
10	LEWIS AND CLARK COLLEGE
11	LINFIELD COLLEGE
12	LINN-BENTON COMMUNITY COLLEGE
13	MARYLHURST UNIVERSITY
14	MT. HOOD COMMUNITY COLLEGE
15	MULTNOMAH BIBLE COLLEGE
16	NATIONAL COLLEGE OF NATURAL MEDICINE
17	NORTHWEST CHRISTIAN COLLEGE
18	OREGON HEALTH AND SCIENCE UNIVERSITY
19	OREGON UNIVERSITY SYSTEM
20	PACIFIC UNIVERSITY
21	PORTLAND COMMUNITY COLLEGE
22	PORTLAND STATE UNIV.
23	REED COLLEGE
24	ROGUE COMMUNITY COLLEGE
25	SOUTHWESTERN OREGON COMMUNITY COLLEGE
26	TILLAMOOK BAY COMMUNITY COLLEGE
27	UMPQUA COMMUNITY COLLEGE
28	WESTERN STATES CHIROPRACTIC COLLEGE
29	WILLAMETTE UNIVERSITY
1	ARGOSY UNIVERSITY
2	BRIGHAM YOUNG UNIVERSITY - HAWAII
3	COLLEGE OF THE MARSHALL ISLANDS
4	RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5	UNIVERSITY OF HAWAII AT MANOA

No.	**K - 12**
1	ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3	BAKER SCHOOL DISTRICT 5-J
4	BANDON SCHOOL DISTRICT
5	BANKS SCHOOL DISTRICT
6	BEAVERTON SCHOOL DISTRICT
7	BEND / LA PINE SCHOOL DISTRICT
8	BEND-LA PINE SCHOOL DISTRICT
9	BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10	CANBY SCHOOL DISTRICT
11	CANYONVILLE CHRISTIAN ACADEMY
12	CASCADE SCHOOL DISTRICT
13	CASCADES ACADEMY OF CENTRAL OREGON
14	CENTENNIAL SCHOOL DISTRICT
15	CENTRAL CATHOLIC HIGH SCHOOL
16	CENTRAL POINT SCHOOL DISTRICT NO. 6
17	CENTRAL SCHOOL DISTRICT 13J
18	CLACKAMAS EDUCATION SERVICE DISTRICT
19	COOS BAY SCHOOL DISTRICT
20	COOS BAY SCHOOL DISTRICT NO.9
21	COQUILLE SCHOOL DISTRICT 8
22	COUNTY OF YAMHILL SCHOOL DISTRICT 29
23	CRESWELL SCHOOL DISTRICT
24	CROSSROADS CHRISTIAN SCHOOL
25	CULVER SCHOOL DISTRICT NO.
26	DALLAS SCHOOL DISTRICT NO. 2
27	DAVID DOUGLAS SCHOOL DISTRICT
28	DAYTON SCHOOL DISTRICT NO.8
29	DE LA SALLE N CATHOLIC HS
30	DESCHUTES COUNTY SD NO.6 - SISTERS SD
31	DOUGLAS COUNTY SCHOOL DISTRICT 116
32	DOUGLAS EDUCATION SERVICE DISTRICT
33	DUFUR SCHOOL DISTRICT NO.29
34	ELKTON SCHOOL DISTRICT NO.34
35	ESTACADA SCHOOL DISTRICT NO.108
36	FOREST GROVE SCHOOL DISTRICT
37	GASTON SCHOOL DISTRICT 511J
38	GEN CONF OF SDA CHURCH WESTERN OR
39	GLADSTONE SCHOOL DISTRICT
40	GLENDALE SCHOOL DISTRICT
41	GLIDE SCHOOL DISTRICT NO.12
42	GRANTS PASS SCHOOL DISTRICT 7
43	GREATER ALBANY PUBLIC SCHOOL DISTRICT
44	GRESHAM-BARLOW SCHOOL DISTRICT
45	HARNEY COUNTY SCHOOL DIST. NO.3
46	HARNEY EDUCATION SERVICE DISTRICT
47	HEAD START OF LANE COUNTY
48	HERITAGE CHRISTIAN SCHOOL
49	HIGH DESERT EDUCATION SERVICE DISTRICT
50	HOOD RIVER COUNTY SCHOOL DISTRICT
51	JACKSON CO SCHOOL DIST NO.9
52	JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53	JEFFERSON SCHOOL DISTRICT
54	KLAMATH FALLS CITY SCHOOLS
55	LA GRANDE SCHOOL DISTRICT
56	LAKE OSWEGO SCHOOL DISTRICT 7J
57	LANE COUNTY SCHOOL DISTRICT 4J
58	LANE COUNTY SCHOOL DISTRICT 69
59	LEBANON COMMUNITY SCHOOLS NO.9
60	LINCOLN COUNTY SCHOOL DISTRICT
61	LINN CO. SCHOOL DIST. 95C - SCIO SD
62	LOST RIVER JR/SR HIGH SCHOOL
63	LOWELL SCHOOL DISTRICT NO.71
64	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65	MCMINNVILLE SCHOOL DISTRICT NO.40
66	MEDFORD SCHOOL DISTRICT 549C
67	MITCH CHARTER SCHOOL
68	MOLALLA RIVER ACADEMY
69	MOLALLA RIVER SCHOOL DISTRICT NO.35
70	MONROE SCHOOL DISTRICT NO.1J
71	MORROW COUNTY SCHOOL DISTRICT
72	MT. ANGEL SCHOOL DISTRICT NO.91
73	MT.SCOTT LEARNING CENTERS
74	MULTISENSORY LEARNING ACADEMY
75	MULTNOMAH EDUCATION SERVICE DISTRICT
76	MYRTLE POINT SCHOOL DISTRICT NO.41
77	NEAH-KAH-NIE DISTRICT NO.56
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101
79	NOBEL LEARNING COMMUNITIES
80	NORTH BEND SCHOOL DISTRICT 13
81	NORTH CLACKAMAS SCHOOL DISTRICT

82	NORTH SANTIAM SCHOOL DISTRICT 29J
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85	NYSSA SCHOOL DISTRICT NO. 26
86	ONTARIO MIDDLE SCHOOL
87	OREGON TRAIL SCHOOL DISTRICT NO.46
88	OUR LADY OF THE LAKE SCHOOL
89	PHILOMATH SCHOOL DISTRICT
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4
91	PORTLAND ADVENTIST ACADEMY
92	PORTLAND JEWISH ACADEMY
93	PORTLAND PUBLIC SCHOOLS
94	RAINIER SCHOOL DISTRICT
95	REDMOND SCHOOL DISTRICT
96	REEDSPORT SCHOOL DISTRICT
97	REYNOLDS SCHOOL DISTRICT
98	ROGUE RIVER SCHOOL DISTRICT NO.35
99	ROSEBURG PUBLIC SCHOOLS
100	SALEM-KEIZER PUBLIC SCHOOLS
101	SCAPPOOSE SCHOOL DISTRICT 1J
102	SEASIDE SCHOOL DISTRICT 10
103	SEVEN PEAKS SCHOOL
104	SHERWOOD SCHOOL DISTRICT 88J
105	SILVER FALLS SCHOOL DISTRICT
106	SIUSLAW SCHOOL DISTRICT
107	SOUTH COAST EDUCATION SERVICE DISTRICT
108	SOUTH LANE SCHOOL DISTRICT 45J3
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110	SOUTHWEST CHARTER SCHOOL
111	SPRINGFIELD SCHOOL DISTRICT NO.19
112	STANFIELD SCHOOL DISTRICT
113	SWEET HOME SCHOOL DISTRICT NO.55
114	THE CATLIN GABEL SCHOOL
115	TIGARD-TUALATIN SCHOOL DISTRICT
116	UMATILLA-MORROW ESD
117	VERNONIA SCHOOL DISTRICT 47J
118	WEST HILLS COMMUNITY CHURCH
119	WEST LINN WILSONVILLE SCHOOL DISTRICT
120	WHITEAKER MONTESSORI SCHOOL
121	YONCALLA SCHOOL DISTRICT NO.32
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2	EMMANUAL LUTHERAN SCHOOL
3	HANAHAU`OLI SCHOOL
4	HAWAII TECHNOLOGY ACADEMY
5	ISLAND SCHOOL
6	KAMEHAMEHA SCHOOLS
7	KE KULA O S. M. KAMAKAU
8	MARYKNOLL SCHOOL
9	PACIFIC BUDDHIST ACADEMY

No.	**Nonprofit & Other**
1	211INFO
2	ACUMENTRA HEALTH
3	ADDICTIONS RECOVERY CENTER, INC
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6	ALZHEIMERS NETWORK OF OREGON
7	ASHLAND COMMUNITY HOSPITAL
8	ATHENA LIBRARY FRIENDS ASSOCIATION
9	BARLOW YOUTH FOOTBALL
10	BAY AREA FIRST STEP, INC.
11	BENTON HOSPICE SERVICE
12	BETHEL CHURCH OF GOD
13	BIRCH COMMUNITY SERVICES, INC.
14	BLACHLY LANE ELECTRIC COOPERATIVE
15	BLIND ENTERPRISES OF OREGON
16	BONNEVILLE ENVIRONMENTAL FOUNDATION
17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18	BROAD BASE PROGRAMS INC.
19	CANBY FOURSQUARE CHURCH
20	CANCER CARE RESOURCES
21	CASCADIA BEHAVIORAL HEALTHCARE
22	CASCADIA REGION GREEN BUILDING COUNCIL
23	CATHOLIC CHARITIES
24	CATHOLIC COMMUNITY SERVICES
25	CENTER FOR RESEARCH TO PRACTICE
26	CENTRAL BIBLE CHURCH
27	CENTRAL CITY CONCERN
28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30	CHILDPEACE MONTESSORI
31	CITY BIBLE CHURCH
32	CLACKAMAS RIVER WATER
33	CLASSROOM LAW PROJECT
34	COAST REHABILITATION SERVICES
35	COLLEGE HOUSING NORTHWEST
36	COLUMBIA COMMUNITY MENTAL HEALTH
37	COMMUNITY ACTION ORGANIZATION
38	COMMUNITY ACTION TEAM, INC.
39	COMMUNITY CANCER CENTER
40	COMMUNITY HEALTH CENTER, INC
41	COMMUNITY VETERINARY CENTER
42	CONFEDERATED TRIBES OF GRAND RONDE
43	CONSERVATION BIOLOGY INSTITUTE
44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45	CORVALLIS MOUNTAIN RESCUE UNIT
46	COVENANT CHRISTIAN HOOD RIVER
47	COVENANT RETIREMENT COMMUNITIES
48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
49	DELIGHT VALLEY CHURCH OF CHRIST
50	DOGS FOR THE DEAF, INC.
51	DOUGLAS ELECTRIC COOPERATIVE, INC.
52	EAST HILL CHURCH
53	EAST SIDE FOURSQUARE CHURCH
54	EAST WEST MINISTRIES INTERNATIONAL
55	EDUCATIONAL POLICY IMPROVEMENT CENTER
56	ELMIRA CHURCH OF CHRIST
57	EMERALD PUD
58	EMMAUS CHRISTIAN SCHOOL
59	EN AVANT, INC.
60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61	EUGENE BALLET COMPANY
62	EUGENE SYMPHONY ASSOCIATION, INC.
63	EUGENE WATER & ELECTRIC BOARD
64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
65	FAIR SHARE RESEARCH AND EDUCATION FUND
66	FAITH CENTER
67	FAITHFUL SAVIOR MINISTRIES
68	FAMILIES FIRST OF GRANT COUNTY, INC.
69	FANCONI ANEMIA RESEARCH FUND INC.
70	FARMWORKER HOUISNG DEV CORP
71	FIRST CHURCH OF THE NAZARENE
72	FIRST UNITARIAN CHURCH
73	FORD FAMILY FOUNDATION
74	FOUNDATIONS FOR A BETTER OREGON
75	FRIENDS OF THE CHILDREN
76	GATEWAY TO COLLEGE NATIONAL NETWORK
77	GOAL ONE COALITION
78	GOLD BEACH POLICE DEPARTMENT
79	GOOD SHEPHERD COMMUNITIES
80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81	GRANT PARK CHURCH
82	GRANTS PASS MANAGEMENT SERVICES, DBA
83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84	HALFWAY HOUSE SERVICES, INC.
85	HEARING AND SPEECH INSTITUTE INC
86	HELP NOW! ADVOCACY CENTER
87	HIGHLAND HAVEN
88	HIGHLAND UNITED CHURCH OF CHRIST
89	HIV ALLIANCE, INC
90	HOUSING AUTHORITY OF LINCOLN COUNTY
91	HOUSING AUTHORITY OF PORTLAND
92	HOUSING NORTHWEST
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
96 IRCO
97 JASPER MOUNTAIN
98 JUNIOR ACHIEVEMENT
99 KLAMATH HOUSING AUTHORITY
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
101 LA GRANDE UNITED METHODIST CHURCH
102 LANE ELECTRIC COOPERATIVE
103 LANE MEMORIAL BLOOD BANK
104 LANECO FEDERAL CREDIT UNION
105 LAUREL HILL CENTER
106 LIFEWORKS NW
107 LIVING WAY FELLOWSHIP
108 LOAVES & FISHES CENTERS, INC.
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE
110 LOOKING GLASS YOUTH AND FAMILY SERVICES
111 MACDONALD CENTER
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
113 METRO HOME SAFETY REPAIR PROGRAM
114 METROPOLITAN FAMILY SERVICE
115 MID COLUMBIA COUNCIL OF GOVERNMENTS
116 MID-COLUMBIA CENTER FOR LIVING
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
118 MORNING STAR MISSIONARY BAPTIST CHURCH
119 MORRISON CHILD AND FAMILY SERVICES
120 MOSAIC CHURCH
121 NATIONAL PSORIASIS FOUNDATION
122 NATIONAL WILD TURKEY FEDERATION
123 NEW AVENUES FOR YOUTH INC
124 NEW BEGINNINGS CHRISTIAN CENTER
125 NEW HOPE COMMUNITY CHURCH
126 NEWBERG FRIENDS CHURCH
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
128 NORTHWEST FOOD PROCESSORS ASSOCIATION
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
131 NORTHWEST YOUTH CORPS
132 OCHIN
133 OHSU FOUNDATION
134 OLIVET BAPTIST CHURCH
135 OMNIMEDIX INSTITUTE
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
137 OREGON BALLET THEATRE
138 OREGON CITY CHURCH OF THE NAZARENE
139 OREGON COAST COMMUNITY ACTION
140 OREGON DEATH WITH DIGNITY
141 OREGON DONOR PROGRAM
142 OREGON EDUCATION ASSOCIATION
143 OREGON ENVIRONMENTAL COUNCIL
144 OREGON MUSUEM OF SCIENCE AND INDUSTRY
145 OREGON PROGRESS FORUM
146 OREGON REPERTORY SINGERS
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
148 OREGON SUPPORTED LIVING PROGRAM
149 OSLC COMMUNITY PROGRAMS
150 OUTSIDE IN
151 OUTSIDE IN
152 PACIFIC CASCADE FEDERAL CREDIT UNION
153 PACIFIC FISHERY MANAGEMENT COUNCIL
154 PACIFIC INSTITUTES FOR RESEARCH
155 PACIFIC STATES MARINE FISHERIES COMMISSION
156 PARALYZED VETERANS OF AMERICA
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.
158 PENDLETON ACADEMIES
159 PENTAGON FEDERAL CREDIT UNION
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
161 PORT CITY DEVELOPMENT CENTER
162 PORTLAND ART MUSEUM
163 PORTLAND BUSINESS ALLIANCE
164 PORTLAND HABILITATION CENTER, INC.
165 PORTLAND SCHOOLS FOUNDATION
166 PORTLAND WOMENS CRISIS LINE
167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
171 REBUILDING TOGETHER - PORTLAND INC.
172 REGIONAL ARTS AND CULTURE COUNCIL
173 RELEVANT LIFE CHURCH
174 RENEWABLE NORTHWEST PROJECT
175 ROGUE FEDERAL CREDIT UNION
176 ROSE VILLA, INC.
177 SACRED HEART CATHOLIC DAUGHTERS
178 SAIF CORPORATION
179 SAINT ANDREW NATIVITY SCHOOL
180 SAINT CATHERINE OF SIENA CHURCH
181 SAINT JAMES CATHOLIC CHURCH
182 SALEM ALLIANCE CHURCH
183 SALEM ELECTRIC
184 SALMON-SAFE INC.
185 SCIENCEWORKS
186 SE WORKS
187 SECURITY FIRST CHILD DEVELOPMENT CENTER
188 SELF ENHANCEMENT INC.
189 SERENITY LANE
190 SEXUAL ASSAULT RESOURCE CENTER
191 SEXUAL ASSAULT RESOURCE CENTER
192 SHELTERCARE
193 SHERIDAN JAPANESE SCHOOL FOUNDATION
194 SHERMAN DEVELOPMENT LEAGUE, INC.
195 SILVERTON AREA COMMUNITY AID
196 SISKIYOU INITIATIVE
197 SMART
198 SOCIAL VENTURE PARTNERS PORTLAND
199 SOUTH COAST HOSPICE, INC.
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
202 SOUTHERN OREGON HUMANE SOCIETY
203 SPARC ENTERPRISES
204 SPIRIT WIRELESS
205 SPONSORS, INC.
206 SPOTLIGHT THEATRE OF PLEASANT HILL
207 SPRINGFIELD UTILITY BOARD
208 ST VINCENT DE PAUL
209 ST. ANTHONY CHURCH
210 ST. ANTHONY SCHOOL
211 ST. MARYS OF MEDFORD, INC.
212 ST. VINCENT DEPAUL OF LANE COUNTY
213 STAND FOR CHILDREN
214 STAR OF HOPE ACTIVITY CENTER INC.
215 SUMMIT VIEW COVENANT CHURCH
216 SUNNYSIDE FOURSQUARE CHURCH
217 SUNRISE ENTERPRISES
218 SUSTAINABLE NORTHWEST
219 TENAS ILLAHEE CHILDCARE CENTER
220 THE EARLY EDUCATION PROGRAM, INC.
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
222 THE NEXT DOOR
223 THE OREGON COMMUNITY FOUNDATION
224 THE SALVATION ARMY - CASCADE DIVISION
225 TILLAMOOK CNTY WOMENS CRISIS CENTER
226 TILLAMOOK ESTUARIES PARTNERSHIP
227 TOUCHSTONE PARENT ORGANIZATION
228 TRAILS CLUB
229 TRAINING EMPLOYMENT CONSORTIUM
230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
231 TRILLIUM FAMILY SERVICES, INC.
232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
233 UNION GOSPEL MISSION
234 UNITED CEREBRAL PALSY OF OR AND SW WA
235 UNITED WAY OF THE COLUMBIA WILLAMETTE
236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
237 US FISH AND WILDLIFE SERVICE

238	USAGENCIES CREDIT UNION
239	VERMONT HILLS FAMILY LIFE CENTER
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
241	VOLUNTEERS OF AMERICA OREGON
242	WE CARE OREGON
243	WESTERN RIVERS CONSERVANCY
244	WESTERN STATES CENTER
245	WESTSIDE BAPTIST CHURCH
246	WILD SALMON CENTER
247	WILLAMETTE FAMILY
248	WILLAMETTE VIEW INC.
249	WOODBURN AREA CHAMBER OF COMMERCE
250	WORD OF LIFE COMMUNITY CHURCH
251	WORKSYSTEMS INC
252	YOUTH GUIDANCE ASSOC.
253	YWCA SALEM
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	BISHOP MUSEUM
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
7	EAH, INC.
8	EASTER SEALS HAWAII
9	GOODWILL INDUSTRIES OF HAWAII, INC.
10	HABITAT FOR HUMANITY MAUI
11	HALE MAHAOLU
12	HAROLD K.L. CASTLE FOUNDATION
13	HAWAII AGRICULTURE RESEARCH CENTER
14	HAWAII EMPLOYERS COUNCIL
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
16	HONOLULU HABITAT FOR HUMANITY
17	IUPAT, DISTRICT COUNCIL 50
18	LANAKILA REHABILITATION CENTER INC.
19	LEEWARD HABITAT FOR HUMANITY
20	MAUI COUNTY FCU
21	MAUI ECONOMIC DEVELOPMENT BOARD
22	MAUI ECONOMIC OPPORTUNITY, INC.
23	MAUI FAMILY YMCA
24	NA HALE O MAUI
25	NA LEI ALOHA FOUNDATION
26	NETWORK ENTERPRISES, INC.
27	ORI ANUENUE HALE, INC.
28	PARTNERS IN DEVELOPMENT FOUNDATION
29	POLYNESIAN CULTURAL CENTER
30	PUNAHOU SCHOOL
31	ST. THERESA CHURCH
32	WAIANAE COMMUNITY OUTREACH
33	WAILUKU FEDERAL CREDIT UNION
34	YMCA OF HONOLULU

No.	Special/Independent Districts
1	BAY AREA HOSPITAL DISTRICT
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CENTRAL OREGON IRRIGATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT
5	CITY COUNTY INSURANCE SERVICES
6	CLEAN WATER SERVICES
7	COLUMBIA 911 COMMUNICATIONS DISTRICT
8	COLUMBIA RIVER PUD
9	DESCHUTES COUNTY RFPD NO.2
10	DESCHUTES PUBLIC LIBRARY SYSTEM
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
12	GASTON RURAL FIRE DEPARTMENT
13	GLADSTONE POLICE DEPARTMENT
14	GLENDALE RURAL FIRE DISTRICT
15	HOODLAND FIRE DISTRICT NO.74
16	HOODLAND FIRE DISTRICT #74
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
18	KLAMATH COUNTY 9-1-1
19	LANE EDUCATION SERVICE DISTRICT
20	LANE TRANSIT DISTRICT
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
22	MARION COUNTY FIRE DISTRCT #1
23	METRO
24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
25	MONMOUTH - INDEPENDENCE NETWORK
26	MULTONAH COUNTY DRAINAGE DISTRICT #1
27	NEAH KAH NIE WATER DISTRICT
28	NW POWER POOL
29	OAK LODGE WATER DISTRICT
30	OR INT'L PORT OF COOS BAY
31	PORT OF ST HELENS
32	PORT OF UMPQUA
33	REGIONAL AUTOMATED INFORMATION NETWORK
34	RIVERGROVE WATER DISTRICT
35	SALEM AREA MASS TRANSIT DISTRICT
36	SANDY FIRE DISTRICT NO. 72
37	SUNSET EMPIRE PARK AND RECREATION
38	THE NEWPORT PARK AND RECREATION CENTER
39	THE PORT OF PORTLAND
40	TILLAMOOK PEOPLES UTILITY DISTRICT
41	TUALATIN HILLS PARK AND RECREATION DISTRICT
42	TUALATIN VALLEY FIRE & RESCUE
43	TUALATIN VALLEY WATER DISTRICT
44	UNION SOIL & WATER CONSERVATION DISTRICT
45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
46	WEST VALLEY HOUSING AUTHORITY
47	WILLAMALANE PARK AND RECREATION DISTRICT
48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No.	State Agencies
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE POLICE
14	OREGON TOURISM COMMISSION
15	OREGON TRAVEL INFORMATION COUNCIL
16	SANTIAM CANYON COMMUNICATION CENTER
17	SEIU LOCAL 503, OPEU
1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, September 2nd, 2019

PassportParking, Inc.
ATTN: Khristian Gutierrez
427 Tatnall Street, Ste. 27927
Wilmington, DE 19801

Re: Annual Renewal of NCPA contract #05-20

Dear Khristian:

Region XIV Education Service Center is happy to announce that PassportParking, Inc. has been awarded an annual contract renewal for Integrated Parking Management System based on the proposal submitted to Region XIV ESC.

The contract will expire on November 30th, 2020, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, November 14th, 2016

PassportParking, Inc.
ATTN: Khristian Gutierrez
427 Tatnall Street, Ste. 27927
Wilmington, DE 19801

Dear Khristian:

Region XIV Education Service Center is happy to announce that PassportParking, Inc. has been awarded an annual contract for Integrated Parking Management System based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2019. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and PassportParking, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Ronnie Kincaid
Region XIV, Executive Director

Request for Proposal (RFP) for Integrated Parking Management System

Solicitation Number: 26-16

Publication Date: Thursday, September 29th, 2016

Notice to Respondent:

Submittal Deadline: Thursday, November 3rd, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, October 27th, 2016. All questions and answers will be posted to http://www.ncpa.us/solicitations.

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

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

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

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

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

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

Competitive Solicitation by

Region 14 Education Service Center

For

Integrated Parking Management System

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 26-16

Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Integrated Parking Management System.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

- National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

- It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

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

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

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

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

    From: _____
    Company: _____
    Address: _____
    City, State, Zip: _____
    Solicitation Name and Number: _____
    Due Date and Time: _____

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Assignment of Contract
  - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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

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

- Pricing

  - <u>All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:

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

- Indemnity

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

vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

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

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

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

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

- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure
    - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
    - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty
- Prevailing Wage
    - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
    - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
    - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $1 - $2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- Clarifications / Discussions

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

- Multiple Awards

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

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

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Customer Service

Signature Form

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

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Tab 2 – NCPA Administration Agreement

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

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

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

National Cooperative Purchasing Alliance:		**Vendor:**	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
	_____		_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

Tab 3 – Vendor Questionnaire

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

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

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

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

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

☐ American Somoa
☐ Federated States of Micronesia
☐ Guam
☐ Midway Islands
☐ Northern Marina Islands
☐ Puerto Rico
☐ U.S. Virgin Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of _____, State of _____
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☐ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:
    - ☐ Manufacturer Direct
    - ☐ Authorized Distributor
    - ☐ Value-added reseller
    - ☐ Certified education/government reseller
    - ☐ Manufacturer marketing through reseller
    - ☐ Other: _____
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

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

- Purchase Orders

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

- Sales and Marketing

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

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

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

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

    ☐ Yes ☐ No

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

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

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

- Vendor Certifications (if applicable)
  - Vendors must provide copies of the following certifications:
    - PCI PA-DSS Level 1
    - SAS 70 Type II
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

- The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

- **Payment Options -** The mobile payment for parking system must have the following payment options:

  - Mobile payment system (IVR)
  - Pay by mobile application
  - Pay by web

- **Mobile payment for parking system (IVR) -** The vendor must provide an IVR system with the following requirements:

  - Users can call a toll free or local number.

  - The system recognizes the user (account) based on the incoming number.

  - One account can be associated with multiple landline or cellular phone numbers.

  - The IVR system must recognize user inputs by touch tones and speech.

  - The IVR system must have menu options and dialog, including:

    - Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.
    - Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.
    - Sign up as a new user

  - If a user selects the option to begin parking, the system must:

    - Prompt for a meter/block/zone ID.
    - Query the parking system inventory to confirm that parking is permitted at the current time.
    - Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.
    - Confirm that the purchase is complete.

- Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.
- Prompt for the number of minutes before the expiration to send the reminder.

➢ If a user selects the option to extend parking, the system must:

- Verify that there is a currently active parking session.
- Prompt for the time to extend.
- Confirm that the extension is complete.

♦ **Pay by Mobile Application -** The vendor must provide smart phone applications with the following requirements:

➢ Mobile applications need to support existing and new Android, iOS, BlackBerry and Windows Mobile 7 versions, in addition to a browser version.

➢ Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.

➢ Applications can be downloaded or redirected from the vendor's website.

➢ Applications can be downloaded or redirected from NCPA's website.

➢ When a user launches the application, it must:

- Prompt for the username and password (for registered users). The application must have the ability to save the username and password to expedite future log ins.
- Provide an interface to sign up as a new user.

➢ Upon logging in, the application must have the following options, with identical functionality to that of the IVR system:

- Begin parking via GPS, QR Code, NFC or manual entry.
- Extend parking.
- Check account balance.
- Recharge account with credit card on file.

➢ In addition, the application must also have the following functionality:

- Manage account: Add, remove, or edit a credit card.
- Manage account: Add, remove, or edit a vehicle.
- Manage account: Select a primary vehicle.
- Manage account : Add funds to the account from a credit card
- Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, Payment method, License plate number, Meter/block/zone ID.

➢ For new or extended parking sessions, the application must:

- Remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.

➢ The application must have industry-level standards to encrypt and secure credit card and other personal data.

♦ **Pay by Web -** The system must provide a website with the following requirements:

➢ Participant must have the option to have a customized website (e.g. http://www...com/NCPA) or use the participant's standard website.

➢ Support desktop and mobile browsers.

➢ When a user launches the website, it must:

- Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.
- Provide an interface to sign up as a new user.

➢ Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:

- Begin parking.
- Extend parking.
- Check account balance.
- Recharge account with credit card on file.
- Manage account.
- Transaction history.

➢ The application must have industry-level standards to encrypt and secure credit card and other personal data.

♦ **Account Management -** The system must provide multiple ways for a user to manage his or her mobile payment for parking system account. This section contains the requirements for account management.

➢ All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.

➢ Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system, and through a live customer service representative.

➢ Users must be able to create new accounts with the following parameters:

- Username (email).
- Password.
- Phone number(s).

- License plate number(s).
- Credit card number.
- Billing name and address.

- Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:

  - Date and time.
  - Duration.
  - Rate.
  - Total amount.
  - Payment method.
  - License plate number.
  - Meter/block/zone ID.

- Users must able to configure reminders for session expirations, including the ability to:

  - Enable or disable reminders.
  - Configure the type of reminder (SMS or email).

- When funding an account, the system must have the ability to impose a minimum charge/recharge amount.

- The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.

- The system must be able to support both pay per transaction and pay out of a "mobile wallet" models.

  - The participant must explain any difference in cost between these two models.

Administrator Requirements

- **Administrator Portal** - The system must provide a website accessible only to designed system administrators.

  - Customer service representatives must be able to create and manage user accounts.

  - Customer service representatives must be able to activate or deactivate mobile payment system user accounts.

  - Administrators must be able to run reports on transactions and accounts.

  - Administrators must have an interface to query transactions for ticket adjudication purposes.

- **Reporting** - The system must provide reporting functionality to designated administrators of the system. These reports must include data on:
  - Transactions made by:
    - License plate number.
    - Phone number.
    - Username/account number.
    - Date and time.
    - Duration.
    - Rate.
    - Total amount.
    - Payment method.
    - License plate number.
    - Meter/block/zone ID.
  - Account sign ups.
  - Account charges/recharges.
  - The system must allow reports to be exported to:
    - Microsoft Excel.
    - Text files.
    - Database flat files.
    - Direct connection with another database.
  - Reports must be available for viewing or download within reasonably time. The participant must provide performance metrics on its reporting tool, with scenarios such as:
    - Number of new accounts per week.
    - Amount of transactions per day by meter/block/zone ID.
    - All transactions in a calendar year.
- **Parking System Inventory** - The system must have the option for a web-based tool to manage the inventory of the parking system. This section describes the requirements of the inventory management tool.
  - The inventory must hold information on each meter/block/zone, including its:
    - ID.
    - Address.
    - Status (active or inactive).
    - Rate.
    - Hours of operation.
    - Hours of restrictions.
    - Maximum length of stay.

- Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.

- An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.

- An administrator must be able to import a file to update the entire inventory.

Other Technical Requirements

- **Data Security -** The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:

  - Securing physical servers, storage, etc.

  - Firewalls to protect against unauthorized access.

  - SSL encryption on websites.

  - PCI PA-DDS level 1 compliant on all applicable data.

  - SAS 70 Type II certified before the Notice of Award.

  - The participant must minimize NCPA's exposure to sensitive data, such as:

    - Credit card numbers.
    - Personal information of users.
    - The participant must describe its data security plan and disclose any breaches of security.

- **System Availability** - The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:

  - IVR, including the availability of live customer service representatives.

  - Mobile applications.

  - User and administrator websites.

  - Integration with existing multi space meters (only for the integration part for which the participant is responsible).

  - Integration with existing enforcement systems (only for the integration part for which the participant is responsible).

  - The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.

- The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.

Integration

- **Multi space meters -** The system must be able to communicate with the back office system of the existing multi space meters. The system must have the following requirements:
  - Send each transaction to the existing back office system or a 3rd party system as it happens in real-time.
  - Accept transactions sent from the back office system or a 3rd party system.
  - The participant must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.
- **Enforcement -** The system must be able to communicate with any enforcement system. The system must have the following requirements:
  - Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:
    - Android.
    - iOS.
    - Blackberry.
    - Windows Mobile.
    - A platform agnostic web service.
  - Allow a device to query a list of paid vehicles through a meter/block/zone ID.
  - Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.
  - Pull or receive a list of license plate numbers flagged by law enforcement.
  - The system must be able to send an alert when a matching vehicle makes a parking transaction.
  - The participant must provide examples of their enforcement integration models with other clients.

Marketing

The vendor must provide examples of marketing plans used in other cities or markets. In addition:

- The vendor must provide an initial marketing plan to promote the use of the system, including details on the message, medium, location, and frequency of marketing.

- The vendor must provide a comprehensive recurring marketing plan.

- The vendor must supply all promotional and operational graphics, excluding the street signage used to identify meter/block/zone IDs.

All marketing plans and materials shall be approved by NCPA prior to implementation.

Customer Service

- **End User Customer Service -** The vendor must provide the following customer services to end users:

  - Live operators available 24/7 to create accounts and resolve issues.
  - Language support for:

    - English.
    - Spanish (if available).

  - Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.

  - Callers seeking a live operator must not be on hold for longer than 2 minutes.

  - Music and updated messaging must be provided during calls on hold.

  - Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available.

- **NCPA Support -** The vendor must provide the following services to NCPA:

  - Technical support during normal business hours of 8:30 am to 6:00 pm, (EST).

  - Engineering staff to perform development, testing, and deployment.

  - Response times of less than 30 minutes for urgent issues.

  - Resolution of urgent issues in less than 2 hours.

The vendor must provide examples of development project plans and issue resolution processes with other clients.

Training

The vendor must provide training to personnel designated by NCPA and cooperating agencies in the following areas:

- Use of payment methods.
- Use of any websites designed for users and administrators.
- Use of any enforcement tools.

The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website.

Deployment

The vendor must provide examples of deployment plans with other clients that include the following:

- Development schedule.
- Testing schedule.
- Roll out schedule.
- Marketing schedule.
- Training schedule.

The participant must provide a tentative deployment schedule for NCPA that includes all services.

Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

- Digital virtual permit management system for monthly, residential, visitor and other parking related permits
    - The whole life cycle of a permit must be automated.
    - Registration, application, (auto renewal) payments, approval (if applicable), and issuance must be performed online.
    - Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.

- Online personal account for permit holder to update information and manage their account.
- Waiting list and mass email functionality.

- Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as but not limited to:

  - Mobile payments for parking system.
  - Pay by plate (multi space meter).
  - Digital permit management system.
  - Enforcement.

- Access for mobile payment users to gated parking facilities via:

  - QR Code, either via scanning within a mobile app or scanning at the gate.
  - Near Field Communication (NFC).
  - RFID or Proximity Cards.
  - License Plate Recognition (LPR).

- Electrical Vehicle Charging.

- Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).

- Integrations with all major meter equipment, ticket software applications and sensor technology providers.

Tab 6 – References

- Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

Tab 7 – Pricing

- Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities

- Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

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

Tab 9 – Required Documents

- Clean Air and Water Act / Debarment Notice

- Contractors Requirements
- Antitrust Certification Statements
- FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as

amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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

Potential Vendor _____

Print Name _____

Address _____

City, Sate, Zip _____

Authorized signature _____

Date _____

Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

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

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this

Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

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

Other States: Cities, Towns, Villages, and Boroughs

No.	Cities, Towns, Villages and Boroughs in Oregon
1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY
58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No.	Counties and Parishes
1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT
8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE

15 HOOD RIVER COUNTY
16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
18 JEFFERSON COUNTY
19 KLAMATH COUNTY VETERANS SERVICE OFFICE
20 LAKE COUNTY
21 LANE COUNTY
22 LINCOLN COUNTY
23 LINN COUNTY
24 MARION COUNTY , SALEM, OREGON
25 MORROW COUNTY
26 MULTNOMAH COUNTY
27 MULTNOMAH COUNTY
28 MULTNOMAH LAW LIBRARY
29 NAMI LANE COUNTY
30 POLK COUNTY
31 SHERMAN COUNTY
32 UMATILLA COUNTY, OREGON
33 UNION COUNTY
34 WALLOWA COUNTY
35 WASCO COUNTY
36 WASHINGTON COUNTY
37 YAMHILL COUNTY
1 BOARD OF WATER SUPPLY
2 COUNTY OF HAWAII
3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
2 BLUE MOUNTAIN COMMUNITY COLLEGE
3 CENTRAL OREGON COMMUNITY COLLEGE
4 CHEMEKETA COMMUNITY COLLEGE
5 CLACKAMAS COMMUNITY COLLEGE
6 COLUMBIA GORGE COMMUNITY COLLEGE
7 GEORGE FOX UNIVERSITY
8 KLAMATH COMMUNITY COLLEGE DISTRICT
9 LANE COMMUNITY COLLEGE
10 LEWIS AND CLARK COLLEGE
11 LINFIELD COLLEGE
12 LINN-BENTON COMMUNITY COLLEGE
13 MARYLHURST UNIVERSITY
14 MT. HOOD COMMUNITY COLLEGE
15 MULTNOMAH BIBLE COLLEGE
16 NATIONAL COLLEGE OF NATURAL MEDICINE
17 NORTHWEST CHRISTIAN COLLEGE
18 OREGON HEALTH AND SCIENCE UNIVERSITY
19 OREGON UNIVERSITY SYSTEM
20 PACIFIC UNIVERSITY
21 PORTLAND COMMUNITY COLLEGE
22 PORTLAND STATE UNIV.
23 REED COLLEGE
24 ROGUE COMMUNITY COLLEGE
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
26 TILLAMOOK BAY COMMUNITY COLLEGE
27 UMPQUA COMMUNITY COLLEGE
28 WESTERN STATES CHIROPRACTIC COLLEGE
29 WILLAMETTE UNIVERSITY
1 ARGOSY UNIVERSITY
2 BRIGHAM YOUNG UNIVERSITY - HAWAII
3 COLLEGE OF THE MARSHALL ISLANDS
4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
3 BAKER SCHOOL DISTRICT 5-J
4 BANDON SCHOOL DISTRICT
5 BANKS SCHOOL DISTRICT
6 BEAVERTON SCHOOL DISTRICT
7 BEND / LA PINE SCHOOL DISTRICT
8 BEND-LA PINE SCHOOL DISTRICT
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10 CANBY SCHOOL DISTRICT
11 CANYONVILLE CHRISTIAN ACADEMY
12 CASCADE SCHOOL DISTRICT
13 CASCADES ACADEMY OF CENTRAL OREGON
14 CENTENNIAL SCHOOL DISTRICT
15 CENTRAL CATHOLIC HIGH SCHOOL
16 CENTRAL POINT SCHOOL DISTRICT NO. 6
17 CENTRAL SCHOOL DISTRICT 13J
18 CLACKAMAS EDUCATION SERVICE DISTRICT
19 COOS BAY SCHOOL DISTRICT
20 COOS BAY SCHOOL DISTRICT NO.9
21 COQUILLE SCHOOL DISTRICT 8
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
23 CRESWELL SCHOOL DISTRICT
24 CROSSROADS CHRISTIAN SCHOOL
25 CULVER SCHOOL DISTRICT NO.
26 DALLAS SCHOOL DISTRICT NO. 2
27 DAVID DOUGLAS SCHOOL DISTRICT
28 DAYTON SCHOOL DISTRICT NO.8
29 DE LA SALLE N CATHOLIC HS
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
31 DOUGLAS COUNTY SCHOOL DISTRICT 116
32 DOUGLAS EDUCATION SERVICE DISTRICT
33 DUFUR SCHOOL DISTRICT NO.29
34 ELKTON SCHOOL DISTRICT NO.34
35 ESTACADA SCHOOL DISTRICT NO.108
36 FOREST GROVE SCHOOL DISTRICT
37 GASTON SCHOOL DISTRICT 511J
38 GEN CONF OF SDA CHURCH WESTERN OR
39 GLADSTONE SCHOOL DISTRICT
40 GLENDALE SCHOOL DISTRICT
41 GLIDE SCHOOL DISTRICT NO.12
42 GRANTS PASS SCHOOL DISTRICT 7
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
44 GRESHAM-BARLOW SCHOOL DISTRICT
45 HARNEY COUNTY SCHOOL DIST. NO.3
46 HARNEY EDUCATION SERVICE DISTRICT
47 HEAD START OF LANE COUNTY
48 HERITAGE CHRISTIAN SCHOOL
49 HIGH DESERT EDUCATION SERVICE DISTRICT
50 HOOD RIVER COUNTY SCHOOL DISTRICT
51 JACKSON CO SCHOOL DIST NO.9
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53 JEFFERSON SCHOOL DISTRICT
54 KLAMATH FALLS CITY SCHOOLS
55 LA GRANDE SCHOOL DISTRICT
56 LAKE OSWEGO SCHOOL DISTRICT 7J
57 LANE COUNTY SCHOOL DISTRICT 4J
58 LANE COUNTY SCHOOL DISTRICT 69
59 LEBANON COMMUNITY SCHOOLS NO.9
60 LINCOLN COUNTY SCHOOL DISTRICT
61 LINN CO. SCHOOL DIST. 95C - SCIO SD
62 LOST RIVER JR/SR HIGH SCHOOL
63 LOWELL SCHOOL DISTRICT NO.71
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65 MCMINNVILLE SCHOOL DISTRICT NO.40
66 MEDFORD SCHOOL DISTRICT 549C
67 MITCH CHARTER SCHOOL
68 MOLALLA RIVER ACADEMY
69 MOLALLA RIVER SCHOOL DISTRICT NO.35
70 MONROE SCHOOL DISTRICT NO.1J
71 MORROW COUNTY SCHOOL DISTRICT
72 MT. ANGEL SCHOOL DISTRICT NO.91
73 MT.SCOTT LEARNING CENTERS
74 MULTISENSORY LEARNING ACADEMY
75 MULTNOMAH EDUCATION SERVICE DISTRICT
76 MYRTLE POINT SCHOOL DISTRICT NO.41
77 NEAH-KAH-NIE DISTRICT NO.56
78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
79 NOBEL LEARNING COMMUNITIES
80 NORTH BEND SCHOOL DISTRICT 13
81 NORTH CLACKAMAS SCHOOL DISTRICT

82 NORTH SANTIAM SCHOOL DISTRICT 29J
83 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85 NYSSA SCHOOL DISTRICT NO. 26
86 ONTARIO MIDDLE SCHOOL
87 OREGON TRAIL SCHOOL DISTRICT NO.46
88 OUR LADY OF THE LAKE SCHOOL
89 PHILOMATH SCHOOL DISTRICT
90 PHOENIX-TALENT SCHOOL DISTRICT NO.4
91 PORTLAND ADVENTIST ACADEMY
92 PORTLAND JEWISH ACADEMY
93 PORTLAND PUBLIC SCHOOLS
94 RAINIER SCHOOL DISTRICT
95 REDMOND SCHOOL DISTRICT
96 REEDSPORT SCHOOL DISTRICT
97 REYNOLDS SCHOOL DISTRICT
98 ROGUE RIVER SCHOOL DISTRICT NO.35
99 ROSEBURG PUBLIC SCHOOLS
100 SALEM-KEIZER PUBLIC SCHOOLS
101 SCAPPOOSE SCHOOL DISTRICT 1J
102 SEASIDE SCHOOL DISTRICT 10
103 SEVEN PEAKS SCHOOL
104 SHERWOOD SCHOOL DISTRICT 88J
105 SILVER FALLS SCHOOL DISTRICT
106 SIUSLAW SCHOOL DISTRICT
107 SOUTH COAST EDUCATION SERVICE DISTRICT
108 SOUTH LANE SCHOOL DISTRICT 45J3
109 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110 SOUTHWEST CHARTER SCHOOL
111 SPRINGFIELD SCHOOL DISTRICT NO.19
112 STANFIELD SCHOOL DISTRICT
113 SWEET HOME SCHOOL DISTRICT NO.55
114 THE CATLIN GABEL SCHOOL
115 TIGARD-TUALATIN SCHOOL DISTRICT
116 UMATILLA-MORROW ESD
117 VERNONIA SCHOOL DISTRICT 47J
118 WEST HILLS COMMUNITY CHURCH
119 WEST LINN WILSONVILLE SCHOOL DISTRICT
120 WHITEAKER MONTESSORI SCHOOL
121 YONCALLA SCHOOL DISTRICT NO.32
1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2 EMMANUAL LUTHERAN SCHOOL
3 HANAHAU`OLI SCHOOL
4 HAWAII TECHNOLOGY ACADEMY
5 ISLAND SCHOOL
6 KAMEHAMEHA SCHOOLS
7 KE KULA O S. M. KAMAKAU
8 MARYKNOLL SCHOOL
9 PACIFIC BUDDHIST ACADEMY

No. Nonprofit & Other

1 211INFO
2 ACUMENTRA HEALTH
3 ADDICTIONS RECOVERY CENTER, INC
4 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6 ALZHEIMERS NETWORK OF OREGON
7 ASHLAND COMMUNITY HOSPITAL
8 ATHENA LIBRARY FRIENDS ASSOCIATION
9 BARLOW YOUTH FOOTBALL
10 BAY AREA FIRST STEP, INC.
11 BENTON HOSPICE SERVICE
12 BETHEL CHURCH OF GOD
13 BIRCH COMMUNITY SERVICES, INC.
14 BLACHLY LANE ELECTRIC COOPERATIVE
15 BLIND ENTERPRISES OF OREGON
16 BONNEVILLE ENVIRONMENTAL FOUNDATION
17 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18 BROAD BASE PROGRAMS INC.
19 CANBY FOURSQUARE CHURCH
20 CANCER CARE RESOURCES
21 CASCADIA BEHAVIORAL HEALTHCARE
22 CASCADIA REGION GREEN BUILDING COUNCIL
23 CATHOLIC CHARITIES
24 CATHOLIC COMMUNITY SERVICES
25 CENTER FOR RESEARCH TO PRACTICE
26 CENTRAL BIBLE CHURCH
27 CENTRAL CITY CONCERN
28 CENTRAL DOUGLAS COUNTY FAMILY YMCA
29 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30 CHILDPEACE MONTESSORI
31 CITY BIBLE CHURCH
32 CLACKAMAS RIVER WATER
33 CLASSROOM LAW PROJECT
34 COAST REHABILITATION SERVICES
35 COLLEGE HOUSING NORTHWEST
36 COLUMBIA COMMUNITY MENTAL HEALTH
37 COMMUNITY ACTION ORGANIZATION
38 COMMUNITY ACTION TEAM, INC.
39 COMMUNITY CANCER CENTER
40 COMMUNITY HEALTH CENTER, INC
41 COMMUNITY VETERINARY CENTER
42 CONFEDERATED TRIBES OF GRAND RONDE
43 CONSERVATION BIOLOGY INSTITUTE
44 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45 CORVALLIS MOUNTAIN RESCUE UNIT
46 COVENANT CHRISTIAN HOOD RIVER
47 COVENANT RETIREMENT COMMUNITIES
48 DECISION SCIENCE RESEARCH INSTITUTE, INC.
49 DELIGHT VALLEY CHURCH OF CHRIST
50 DOGS FOR THE DEAF, INC.
51 DOUGLAS ELECTRIC COOPERATIVE, INC.
52 EAST HILL CHURCH
53 EAST SIDE FOURSQUARE CHURCH
54 EAST WEST MINISTRIES INTERNATIONAL
55 EDUCATIONAL POLICY IMPROVEMENT CENTER
56 ELMIRA CHURCH OF CHRIST
57 EMERALD PUD
58 EMMAUS CHRISTIAN SCHOOL
59 EN AVANT, INC.
60 ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61 EUGENE BALLET COMPANY
62 EUGENE SYMPHONY ASSOCIATION, INC.
63 EUGENE WATER & ELECTRIC BOARD
64 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
65 FAIR SHARE RESEARCH AND EDUCATION FUND
66 FAITH CENTER
67 FAITHFUL SAVIOR MINISTRIES
68 FAMILIES FIRST OF GRANT COUNTY, INC.
69 FANCONI ANEMIA RESEARCH FUND INC.
70 FARMWORKER HOUISNG DEV CORP
71 FIRST CHURCH OF THE NAZARENE
72 FIRST UNITARIAN CHURCH
73 FORD FAMILY FOUNDATION
74 FOUNDATIONS FOR A BETTER OREGON
75 FRIENDS OF THE CHILDREN
76 GATEWAY TO COLLEGE NATIONAL NETWORK
77 GOAL ONE COALITION
78 GOLD BEACH POLICE DEPARTMENT
79 GOOD SHEPHERD COMMUNITIES
80 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81 GRANT PARK CHURCH
82 GRANTS PASS MANAGEMENT SERVICES, DBA
83 GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84 HALFWAY HOUSE SERVICES, INC.
85 HEARING AND SPEECH INSTITUTE INC
86 HELP NOW! ADVOCACY CENTER
87 HIGHLAND HAVEN
88 HIGHLAND UNITED CHURCH OF CHRIST
89 HIV ALLIANCE, INC
90 HOUSING AUTHORITY OF LINCOLN COUNTY
91 HOUSING AUTHORITY OF PORTLAND
92 HOUSING NORTHWEST
93 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

95 INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION
96 IRCO
97 JASPER MOUNTAIN
98 JUNIOR ACHIEVEMENT
99 KLAMATH HOUSING AUTHORITY
100 LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
101 LA GRANDE UNITED METHODIST CHURCH
102 LANE ELECTRIC COOPERATIVE
103 LANE MEMORIAL BLOOD BANK
104 LANECO FEDERAL CREDIT UNION
105 LAUREL HILL CENTER
106 LIFEWORKS NW
107 LIVING WAY FELLOWSHIP
108 LOAVES & FISHES CENTERS, INC.
109 LOCAL GOVERNMENT PERSONNEL INSTITUTE
110 LOOKING GLASS YOUTH AND FAMILY SERVICES
111 MACDONALD CENTER
112 MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
113 METRO HOME SAFETY REPAIR PROGRAM
114 METROPOLITAN FAMILY SERVICE
115 MID COLUMBIA COUNCIL OF GOVERNMENTS
116 MID-COLUMBIA CENTER FOR LIVING
117 MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
118 MORNING STAR MISSIONARY BAPTIST CHURCH
119 MORRISON CHILD AND FAMILY SERVICES
120 MOSAIC CHURCH
121 NATIONAL PSORIASIS FOUNDATION
122 NATIONAL WILD TURKEY FEDERATION
123 NEW AVENUES FOR YOUTH INC
124 NEW BEGINNINGS CHRISTIAN CENTER
125 NEW HOPE COMMUNITY CHURCH
126 NEWBERG FRIENDS CHURCH
127 NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY
128 NORTHWEST FOOD PROCESSORS ASSOCIATION
129 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE
130 NORTHWEST REGIONAL EDUCATIONAL LABORATORY
131 NORTHWEST YOUTH CORPS
132 OCHIN
133 OHSU FOUNDATION
134 OLIVET BAPTIST CHURCH
135 OMNIMEDIX INSTITUTE
136 OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
137 OREGON BALLET THEATRE
138 OREGON CITY CHURCH OF THE NAZARENE
139 OREGON COAST COMMUNITY ACTION
140 OREGON DEATH WITH DIGNITY
141 OREGON DONOR PROGRAM
142 OREGON EDUCATION ASSOCIATION
143 OREGON ENVIRONMENTAL COUNCIL
144 OREGON MUSUEM OF SCIENCE AND INDUSTRY
145 OREGON PROGRESS FORUM
146 OREGON REPERTORY SINGERS
147 OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
148 OREGON SUPPORTED LIVING PROGRAM
149 OSLC COMMUNITY PROGRAMS
150 OUTSIDE IN
151 OUTSIDE IN
152 PACIFIC CASCADE FEDERAL CREDIT UNION
153 PACIFIC FISHERY MANAGEMENT COUNCIL
154 PACIFIC INSTITUTES FOR RESEARCH
155 PACIFIC STATES MARINE FISHERIES COMMISSION
156 PARALYZED VETERANS OF AMERICA
157 PARTNERSHIPS IN COMMUNITY LIVING, INC.
158 PENDLETON ACADEMIES
159 PENTAGON FEDERAL CREDIT UNION
160 PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
161 PORT CITY DEVELOPMENT CENTER
162 PORTLAND ART MUSEUM
163 PORTLAND BUSINESS ALLIANCE
164 PORTLAND HABILITATION CENTER, INC.
165 PORTLAND SCHOOLS FOUNDATION
166 PORTLAND WOMENS CRISIS LINE
167 PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
168 PRINGLE CREEK SUSTAINABLE LIVING CENTER
169 PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
170 QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
171 REBUILDING TOGETHER - PORTLAND INC.
172 REGIONAL ARTS AND CULTURE COUNCIL
173 RELEVANT LIFE CHURCH
174 RENEWABLE NORTHWEST PROJECT
175 ROGUE FEDERAL CREDIT UNION
176 ROSE VILLA, INC.
177 SACRED HEART CATHOLIC DAUGHTERS
178 SAIF CORPORATION
179 SAINT ANDREW NATIVITY SCHOOL
180 SAINT CATHERINE OF SIENA CHURCH
181 SAINT JAMES CATHOLIC CHURCH
182 SALEM ALLIANCE CHURCH
183 SALEM ELECTRIC
184 SALMON-SAFE INC.
185 SCIENCEWORKS
186 SE WORKS
187 SECURITY FIRST CHILD DEVELOPMENT CENTER
188 SELF ENHANCEMENT INC.
189 SERENITY LANE
190 SEXUAL ASSAULT RESOURCE CENTER
191 SEXUAL ASSAULT RESOURCE CENTER
192 SHELTERCARE
193 SHERIDAN JAPANESE SCHOOL FOUNDATION
194 SHERMAN DEVELOPMENT LEAGUE, INC.
195 SILVERTON AREA COMMUNITY AID
196 SISKIYOU INITIATIVE
197 SMART
198 SOCIAL VENTURE PARTNERS PORTLAND
199 SOUTH COAST HOSPICE, INC.
200 SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
201 SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
202 SOUTHERN OREGON HUMANE SOCIETY
203 SPARC ENTERPRISES
204 SPIRIT WIRELESS
205 SPONSORS, INC.
206 SPOTLIGHT THEATRE OF PLEASANT HILL
207 SPRINGFIELD UTILITY BOARD
208 ST VINCENT DE PAUL
209 ST. ANTHONY CHURCH
210 ST. ANTHONY SCHOOL
211 ST. MARYS OF MEDFORD, INC.
212 ST. VINCENT DEPAUL OF LANE COUNTY
213 STAND FOR CHILDREN
214 STAR OF HOPE ACTIVITY CENTER INC.
215 SUMMIT VIEW COVENANT CHURCH
216 SUNNYSIDE FOURSQUARE CHURCH
217 SUNRISE ENTERPRISES
218 SUSTAINABLE NORTHWEST
219 TENAS ILLAHEE CHILDCARE CENTER
220 THE EARLY EDUCATION PROGRAM, INC.
221 THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
222 THE NEXT DOOR
223 THE OREGON COMMUNITY FOUNDATION
224 THE SALVATION ARMY - CASCADE DIVISION
225 TILLAMOOK CNTY WOMENS CRISIS CENTER
226 TILLAMOOK ESTUARIES PARTNERSHIP
227 TOUCHSTONE PARENT ORGANIZATION
228 TRAILS CLUB
229 TRAINING EMPLOYMENT CONSORTIUM
230 TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
231 TRILLIUM FAMILY SERVICES, INC.
232 UMPQUA COMMUNITY DEVELOPMENT CORPORATION
233 UNION GOSPEL MISSION
234 UNITED CEREBRAL PALSY OF OR AND SW WA
235 UNITED WAY OF THE COLUMBIA WILLAMETTE
236 US CONFERENCE OF MENONNITE BRETHREN CHURCHES
237 US FISH AND WILDLIFE SERVICE

238	USAGENCIES CREDIT UNION
239	VERMONT HILLS FAMILY LIFE CENTER
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER
241	VOLUNTEERS OF AMERICA OREGON
242	WE CARE OREGON
243	WESTERN RIVERS CONSERVANCY
244	WESTERN STATES CENTER
245	WESTSIDE BAPTIST CHURCH
246	WILD SALMON CENTER
247	WILLAMETTE FAMILY
248	WILLAMETTE VIEW INC.
249	WOODBURN AREA CHAMBER OF COMMERCE
250	WORD OF LIFE COMMUNITY CHURCH
251	WORKSYSTEMS INC
252	YOUTH GUIDANCE ASSOC.
253	YWCA SALEM
1	ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
2	ALOHACARE
3	AMERICAN LUNG ASSOCIATION
4	BISHOP MUSEUM
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
7	EAH, INC.
8	EASTER SEALS HAWAII
9	GOODWILL INDUSTRIES OF HAWAII, INC.
10	HABITAT FOR HUMANITY MAUI
11	HALE MAHAOLU
12	HAROLD K.L. CASTLE FOUNDATION
13	HAWAII AGRICULTURE RESEARCH CENTER
14	HAWAII EMPLOYERS COUNCIL
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
16	HONOLULU HABITAT FOR HUMANITY
17	IUPAT, DISTRICT COUNCIL 50
18	LANAKILA REHABILITATION CENTER INC.
19	LEEWARD HABITAT FOR HUMANITY
20	MAUI COUNTY FCU
21	MAUI ECONOMIC DEVELOPMENT BOARD
22	MAUI ECONOMIC OPPORTUNITY, INC.
23	MAUI FAMILY YMCA
24	NA HALE O MAUI
25	NA LEI ALOHA FOUNDATION
26	NETWORK ENTERPRISES, INC.
27	ORI ANUENUE HALE, INC.
28	PARTNERS IN DEVELOPMENT FOUNDATION
29	POLYNESIAN CULTURAL CENTER
30	PUNAHOU SCHOOL
31	ST. THERESA CHURCH
32	WAIANAE COMMUNITY OUTREACH
33	WAILUKU FEDERAL CREDIT UNION
34	YMCA OF HONOLULU

No.	Special/Independent Districts
1	BAY AREA HOSPITAL DISTRICT
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
3	CENTRAL OREGON IRRIGATION DISTRICT
4	CHEHALEM PARK AND RECREATION DISTRICT
5	CITY COUNTY INSURANCE SERVICES
6	CLEAN WATER SERVICES
7	COLUMBIA 911 COMMUNICATIONS DISTRICT
8	COLUMBIA RIVER PUD
9	DESCHUTES COUNTY RFPD NO.2
10	DESCHUTES PUBLIC LIBRARY SYSTEM
11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
12	GASTON RURAL FIRE DEPARTMENT
13	GLADSTONE POLICE DEPARTMENT
14	GLENDALE RURAL FIRE DISTRICT
15	HOODLAND FIRE DISTRICT NO.74
16	HOODLAND FIRE DISTRICT #74
17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
18	KLAMATH COUNTY 9-1-1
19	LANE EDUCATION SERVICE DISTRICT
20	LANE TRANSIT DISTRICT
21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
22	MARION COUNTY FIRE DISTRCT #1
23	METRO
24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
25	MONMOUTH - INDEPENDENCE NETWORK
26	MULTONAH COUNTY DRAINAGE DISTRICT #1
27	NEAH KAH NIE WATER DISTRICT
28	NW POWER POOL
29	OAK LODGE WATER DISTRICT
30	OR INT'L PORT OF COOS BAY
31	PORT OF ST HELENS
32	PORT OF UMPQUA
33	REGIONAL AUTOMATED INFORMATION NETWORK
34	RIVERGROVE WATER DISTRICT
35	SALEM AREA MASS TRANSIT DISTRICT
36	SANDY FIRE DISTRICT NO. 72
37	SUNSET EMPIRE PARK AND RECREATION
38	THE NEWPORT PARK AND RECREATION CENTER
39	THE PORT OF PORTLAND
40	TILLAMOOK PEOPLES UTILITY DISTRICT
41	TUALATIN HILLS PARK AND RECREATION DISTRICT
42	TUALATIN VALLEY FIRE & RESCUE
43	TUALATIN VALLEY WATER DISTRICT
44	UNION SOIL & WATER CONSERVATION DISTRICT
45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
46	WEST VALLEY HOUSING AUTHORITY
47	WILLAMALANE PARK AND RECREATION DISTRICT
48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No.	State Agencies
1	BOARD OF MEDICAL EXAMINERS
2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
3	OFFICE OF THE STATE TREASURER
4	OREGON BOARD OF ARCHITECTS
5	OREGON CHILD DEVELOPMENT COALITION
6	OREGON DEPARTMENT OF EDUCATION
7	OREGON DEPARTMENT OF FORESTRY
8	OREGON DEPT OF TRANSPORTATION
9	OREGON DEPT. OF EDUCATION
10	OREGON LOTTERY
11	OREGON OFFICE OF ENERGY
12	OREGON STATE BOARD OF NURSING
13	OREGON STATE POLICE
14	OREGON TOURISM COMMISSION
15	OREGON TRAVEL INFORMATION COUNCIL
16	SANTIAM CANYON COMMUNICATION CENTER
17	SEIU LOCAL 503, OPEU
1	ADMIN. SERVICES OFFICE
2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	HAWAII HEALTH SYSTEMS CORPORATION
4	SOH- JUDICIARY CONTRACTS AND PURCH
5	STATE DEPARTMENT OF DEFENSE
6	STATE OF HAWAII
7	STATE OF HAWAII
8	STATE OF HAWAII, DEPT. OF EDUCATION

7. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Adoption: Flagstaff's Lived Black Experience Strategic Plan

STAFF RECOMMENDED ACTION:

Adopt the Flagstaff's Lived Black Experience Strategic Plan

Executive Summary:

The Flagstaff Black CommUNITY Coalition has completed the six community (virtual) forums and a series of small, social distanced focus groups. The virtual forums and focus groups were designed to provide us with information regarding the Black Lived Experience of Flagstaff residents.

The virtual forums and focused groups covered the following topics:

1. Social & Criminal Justice
2. Black Representation & Preservation
3. Black Youth Perspectives & Concerns
4. Black Economic Inclusion & Impact
5. Race, Space and Segregation
6. Mental & Behavioral Health

The attached document is the result of that work titled, Flagstaff's Lived Black Experience: A Forgotten People Forging a Path Forward".

Financial Impact:

There are potential financial impacts as the Plan recommendations are considered and implemented.

Policy Impact:

There are potential policy impacts as the Plan recommendations are considered and implemented.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Inclusive & Engaged Community

- Facilitate & foster diversity & inclusivity, including support of anti-racist policies & practices
- Enhance community involvement, education & regional partnerships to strengthen the level of public trust

Livable Community

- Create a welcoming community through partnerships, resilient neighborhoods, & civic engagement
- Support regional partners which provide equitable & inclusive educational opportunities for Flagstaff residents of all ages

Previous Council Decision on This:

The City Council received a presentation and discussed the Plan on November 24, 2020.

Attachments: Strategic Plan

FLAGSTAFF'S LIVED BLACK EXPERIENCE: A FORGOTTEN PEOPLE FORGING A PATH FORWARD

A Strategic Plan

Presented to

The Flagstaff City Council

Presented by

The Lived Black Experience CommUnity Coalition

FORWARD

Where does the story of Black Flagstaff begin?

The answer to this seemingly simple question is complicated by decades of lost or forgotten history, conflicting narratives, and a marked lack of engagement with the stories of Black Flagstaffians whose legacies speak of the enduring capacity for hope, the richest pursuits of positive change and cultural unity among the poorest citizenry and oft-forgotten neighborhoods. Perhaps the story begins with the belief—passed from generation to generation—that through the familial bonds of community, historical wrongs could be, if not altogether fixed, at least lessened in their varying degrees of damage. It is a tale that begins on foot, on railways, and on the "blues" pathways that merge at these majestic crossroads. And so, in striving to tell the story of a lived Black experience in a land of bewildering beauty and intractable conflict, we have been brought together through a calling to these sacred lands.

In the title of this project, and this plan, we refer to Flagstaff's Black community as a "Forgotten People" in recognition of a humanity that is too often cast into the shadows of Flagstaff's fabled history. This plan begins the acknowledgement and recognition of the work of those who have gone before, those who continue to work with us now, and those who will prevail long after we have passed. Because we come from many places and are called to settle here, we partake in what Dr. Martin Luther King, Jr. termed the "Beloved Community": one in which society is transformed by acting on the principles of justice, inclusion, equal opportunity, and love in the midst of travail: How we can sing a song of freedom in a strange land.

We recognize that this place we call home sits at the base of the Sacred Peaks, on homelands shepherded by more than 12 Tribal Nations and Indigenous Peoples throughout this region. We honor them, their legacies, their traditions, and their past, current, and future generations who will forever call this place home.

We recognize that this dream we carry of beloved community rests on the shoulders of Black women and men who populated the historic Southside Community of Flagstaff, who worked the lumberyards and various industries through which Flagstaff historically thrived, and who continue to toil for recognition, memory, and unity.

We thank all who have partnered with us in this project, and honor those who came before, who stand in solidarity with us now, and those who will carry this torch forward into the brighter future we all dream for Flagstaff.

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CHAPTER 1:
INTRODUCTION

INTRODUCTION

This project, titled "Flagstaff's Lived Black Experience: A Forgotten People Forging a Path Forward," is a strategic plan that is intended to become adopted within the framework of the City of Flagstaff's ongoing development plans, policies, and procedures. A strategic plan provides essential direction, through the critical examination of the past; equal engagement with the present status of the community, systems, and structures under focus; and the development of thoughtful, purpose-driven goals, policies, and strategies for the future.

How will the Strategic Plan be used?

The strategic plan is the work of the Flagstaff Lived Black Experience CommUnity Coalition, which operates under a mission to be a catalyst for change in the recognition, honoring, and ongoing development of the Flagstaff Black community, in order to create a better, more holistic, and more fully inclusive Flagstaff community for all. This plan carries forth the vision of cultivating a Black community in Flagstaff that is known, valued, and fully integrated into the cultural and economic development of the City and Northern Arizona region.

Through engagement with the Black community, and other community partners, this strategic plan developed as a means of inviting the forgotten Black community back to the table when it comes to Flagstaff's development. As was stated by one participant in a community forum, and often echoed throughout the gathering of insights and input from the community: "The lived Black experience is the lived experience." By embracing and engaging the Lived Black Experience, we endeavor to assist Flagstaff in developing, as per the vision of the City of Flagstaff, a "safe, diverse, just, vibrant, and innovative community with a unique character and quality of life for all."

History of the Lived Black Experience CommUnity Coalition

In June of 2020, the Southside Community Association, Coconino County African Diaspora Advisory Council (ADAC, formerly the African American Advisory Council), Northern Arizona University Ethnic Studies Program, and other community agencies and organizations partnered to commemorate Juneteenth with a virtual celebration. The commemoration event featured what was to become the first in an ongoing series of community lectures on the lived Black experience, and was celebrated within the community as a unique first exposure for many to the Black culture and community of Flagstaff. As a result, a group of like-minded community members joined in collaborative efforts to begin a series of biweekly community dialogs, streamed virtually, regarding various aspects of seldom-taught events and experiences in Black history.

It was in the midst of preparations for the Juneteenth event that the nation was rocked by the news of the killing of George Floyd, when a police officer knelt on his neck for a total of 8 minutes and 46 seconds. As nationwide protests and discourse began, so, too, did the conversation of Black lives take on new significance in Flagstaff. With protests coming to the streets of Flagstaff, and various groups speaking on behalf of the Black community of Flagstaff,

the same group of community members who took up the mantle of educating Flagstaff on various aspects of the Black experience took their endeavors a step further in creating the Lived Black Experience CommUnity Coalition. Seeing an opportunity to engage in the national elevation of Black voices, the Coalition reached out to the City of Flagstaff to pursue a partnership with the City in investing in the Africa American/Black community. Through this project and partnership, the LBEC Coalition invited Flagstaff to continue its legacy as a trailblazer in initiatives and programs furthering the quality of life for both city residents and others throughout the state. With initial outreach in June, and a formal budgetary proposal considered in late July, the City engaged the coalition to undertake this project working toward a strategic framework for truth, justice, and racial reconciliation.

Community Approach

In undertaking this strategic plan project, the LBEC Coalition engaged public participation with the following goals:

- To identify key issues of concern of the public and investigate and understand the needs and perspectives of Flagstaff community members
- To elicit the input, expertise, and knowledge of community leaders and gatekeepers
- To ensure inclusive dialog with various aspects of the Flagstaff community, actively listening to and facilitating difficult yet meaningful conversations
- To ensure that the community of impact—that is, the Flagstaff Black community—was engaged and involved throughout all phases of strategic planning and project design
- To collaboratively work with both community members and City staff and representatives to craft a plan encompassing all engaged voices and perspectives.

The title term "Flagstaff's Forgotten People" was the result of numerous community conversations in which members of the historic and current Black community of Flagstaff expressed feelings of invisibility, disenfranchisement, disengagement, and being "hidden" from the ongoing development of Flagstaff. As the project began, the following community actions were engaged:

- The Coalition, led by the Southside Community Association, formalized partnership with community agencies including (alphabetically): City of Flagstaff, Coconino County African Diaspora Advisory Council, First Missionary Baptist Church, Flagstaff NAACP, Harbert AME Church, NAU's Ethnic Studies Program, Phi Beta Sigma Fraternity, Inc., Riverside Church of God in Christ, Sigma Gamma Rho Sorority, Inc., and Springhill Baptist Church.
- Beginning in mid- to late-August 2020 the community was informed, through the Murdoch Community Center, of upcoming community forums (initially referred to as "town halls"), the process under which the strategic plan would be developed, and the need for community engagement in seeking insights and recommended actions.
- From mid-September through early-October 2020, community forums and focus groups were held to solicit community history, experience, and feedback.
- Community organizations, student groups, and other agencies were invited to provide feedback both by phone, participation in dialoging events, and via email at flagstafflivedblack@gmail.com.

- Feedback from community forums, focus groups, and other community conversations was compiled and drafted into a comprehensive strategic plan, for presentation to City Council in early November 2020.

Applying an Historical Lens: The Black Community of Flagstaff

There is a saying in the Akan language of West Africa: "SANKOFA … Se wo were fi na wosan kofa a yenki." The phrase literally translated states, "It is not taboo to go back and fetch what you forgot," or, "Do not be afraid to go back for what was forgotten to bring it with you." The story of this strategic plan is incomplete without the history of the Black community whose legacy, struggle, and truth we bring forward from the past to carry us through our present and into the future of Flagstaff.

African Americans first made their way into Arizonan history with the enumeration of two freed Blacks in an Arizona Territory census recorded in the early 1860s, and from this period onward made names for themselves as business owners, laborers, tradesmen and women, and entrepreneurs. Buffalo Soldiers, members of the 1866 establishment of the U.S. Colored Troops, found themselves encamped throughout northern Arizona, including service among the first to oversee, patrol, and protect early national parks. During the Great Migration of the 1940s and 1950s, at the terminus of World War II as America struck forth into a post-war era of new progress and brighter opportunities, African Americans from the rural South migrated westward in search of economic opportunity, new prospects of employment, and the dream of upward mobility. Many would continue onward to California, but some found the promise of all the above dreams fulfilled in Northern Arizona. In seeking escape from the racial discrimination of the Jim Crow South, many African Americans settled into new opportunities with the BSNF Railroad and lumber industry.

In Flagstaff, Black migrants found that despite leaving the racially oppressive South, gainful employment did not mean freedom from racial prejudices. Travel restrictions, including segregated trains and unwelcoming automotive transport, resulted in the publication of the *Negro Motorist Green Book*, more commonly known simply as the *Green Book*, in which localized listings provided documented safe havens for Black travelers; among these locations were several historic Flagstaff establishments, including the Du Beau's Motel Inn, El Rancho Flagstaff, the Nackard Inn, the Park Plaza Motel, Pearl Polk, Vandevier Lodge & Dining Room, and the Yucca Greyhound Café. Black workers found that even the picturesque mountain town of Flagstaff placed stringent limitations on the movement of Black people, resulting in the segregated community south of the tracks now known as Southside. According to historian Jack Reid, in a 2016 publication titled "'I Wanted to Get Up and Move': The Arizona Lumber Industry and the Great Migration," while Flagstaff was "less overtly segregated than southern communities," there remained a "clear separation between white and minority homes and businesses." (Reid, *Forest History Today,* 10) Housing was sparce, yet the Black community that formed found a way to craft and cultivate community and, as George Lipsitz puts it in his book *How Racism Takes Place*, "[turn] segregation into congregation." (Lipsitz, 51)

With the near doubling of Flagstaff's population in the 1940s, the emergence of Flagstaff's distinct cultural communities defied the both spoken and unspoken rules that segregation put upon them. As Flagstaff transformed from a small mountain town to a college environment supporting research and medical services arising out of World War II and the nuclear energy

industries, segregation entrenched itself within the Black, Native, and LatinX/HispaniX communities of Flagstaff, forcing these racial and ethnic communities to strive for visibility and success against the odds. With the railroad tracks serving as a natural buffer between the white-dominant North of Flagstaff and the multicultural South, neighborhoods became areas of comfort and commercial prosperity for Flagstaff's citizens of color, and welcoming sites for interracial dialogue and engagement. Segregation was law in 1909's Flagstaff, including in schools; the Dunbar School—named for Black poet, essayist, and playwright Paul Laurence Dunbar—served as Flagstaff's first segregated school, opening its doors in 1927. Prior to the opening of the Dunbar School, Black students received schooling at Emerson Middle School. Living history reflects on the period of segregation in Flagstaff as both limiting and enriching for the Black community; while limitations to movements were strictly adhered to, the Southside managed to develop as a thriving center for Black commerce, industry, and spiritual practices in Flagstaff. Black community members owned barbershops, beauty salons, cafes, shops, and establishments such as the Black Elks Club and El Rancho Grande. Names such as Sims, Williams, Hickman, Chapman, Dorsey, et cetera were recognized with the shared distinction of Flagstaff landmark names such as Babbitt, Weatherford, and Riordan.

Yet as the City continued to grow, the Southside faced economic decline. The termination of the lumber industry, and the relegation of Black workers to menial labor and service work, make dim the once sparkling vision of westward migration. As opportunities began to stall, so, too, did the progression of the Black community of Flagstaff. The historic location of the Dunbar School, now known as the Murdoch Community Center, stands as a living testament to the transition. When in 1954 the Flagstaff Unified School District ended de facto segregation, the Dunbar School was closed. Despite the historical lens of the positives of desegregation, it remains a strong symbol of de facto and de jure segregation's ill-effect on Black communities that with the closure of the Dunbar School came the first in a series of blows to the established Black community of Flagstaff. From the mid-1950s to the 1970s the abandoned building was allowed to fall into disrepair, until it was purchased and rehabilitated as the Murdoch Center (named in honor of Cleo Murdoch, principal of the Dunbar School from 1927 to 1940, when her post was taken by another Flagstaff icon, Wilson Riles). The Murdoch Center serves as one of few lasting monuments to the presence of Flagstaff's Black community, a symbol of the Flagstaff Black Lived Experience, and an enduring beacon of the hope that those early Black migrants brought with them to Northern Arizona for a place where they, too, could thrive in America.

CHAPTER 2:

FLAGSTAFF'S LIVED BLACK EXPERIENCE:

A FORGOTTEN PEOPLE FORGING A PATH FORWARD

FRAMEWORK FOR TOWN HALL NARRATIVES

In July of 2020, a newly formed coalition of Black community leaders, known as the Lived Black Experience CommUnity Coalition, approached the Flagstaff City Council with a proposal to collaborate on a series of forums (initially identified as "town halls") focused on learning more about the many issues facing the Black community of Flagstaff, and addressing the rising sense of "invisibility" within this community. In August 2020, the City of Flagstaff officially partnered with the LBEC Coalition to fund the development of a series of programs aimed at creating an open dialog with the Black community of Flagstaff, and the broader Flagstaff community, in order to make positive impact within the Flagstaff Black community. The goal of these forums was to inspire conversation, collaboration, and an eventual community action policy to both address the concerns of the Black community and work toward the betterment and benefit of all of Flagstaff.

The LBEC Coalition, coordinating from a home base of the historic Murdoch Center, worked strategically to develop a series of forums and conduct various forms of outreach throughout the community to encourage attendance. The team's outreach efforts included flyer, social media, and direct communications to various community partners; these partners included organizations such as the Flagstaff branch of the NAACP, the Coconino County African Diaspora Advisory Council and Tri-Diversity Councils, the Flagstaff Unified School District, the Southside Community Association, NAU's Ethnic Studies Program, the four historically Black churches in Flagstaff, and individual contacts within City, County, and other community groups.

In addition to attending and participating in the community forums, community members were engaged by the following means:

- **Email** – community members were encouraged to reach out to provide ongoing feedback, questions, and dialog via email at FlagstaffLivedBlack@gmail.com
- **Focus Groups** – small focus groups were held throughout the City to engage with community members more intimately, including the historic Black churches, community organizations, the Kuttz barbershop and college, and a series of weekend focus groups held at the historic Murdoch Community Center.
- **Educational Outreach** – Outreach was made to educational institutions including the Flagstaff Unified School District, Northern Arizona University, the NAU Black Student Union, and several panhellenic fraternity and sorority groups within the Flagstaff community

Key Dates and Topics

The community forums were structured to include a welcome message, policy briefs reviewing and summarizing key issues identified within the Black community, a period of Questions and Answers with the policy brief authors, and facilitated discussions in small groups addressing various key questions identified ahead of and throughout the

conversations. The following represents the schedule of the forums, all of which took place as scheduled:

Social & Criminal Justice – Pastor Gerald Richard

Thursday, September 17th

5:30 – 7:00 p.m.

Black Representation & Preservation – Rev. Bernadine Lewis

Saturday, September 19th

4:30 – 6:00 p.m.

Black Youth Perspectives & Concerns – Mr. Warren Brown

Thursday, September 24th

5:30 – 7:00 p.m.

Black Economic Inclusion & Impact – Ms. Khara House

Saturday, September 26th

4:30 – 6:00 p.m.

Race, Space & Segregation – Dr. Ricardo Guthrie

Thursday, October 1st

5:30 – 7:00 p.m.

Mental & Behavioral Health – Mr. Jermaine Barkley

Saturday, October 3rd

4:30 – 6:00 p.m.

Due to the COVID-19 pandemic, all town halls were held via Zoom; a final series of in-person town halls were offered on Saturday, October 17th, with social distancing and masking required, at the historic Murdoch Community Center (203 E Brannen Ave).

SOCIAL & CRIMINAL JUSTICE
Pastor Gerald Richard



ISSUE STATEMENT



WE UNDERSTAND that the broader social and criminal justice concerns of police brutality are not the central issues facing Black Flagstaff community members; however, statistical data bears out a clear discrepancy in Black **representation** within the Flagstaff criminal justice system. A lack of **diversity** and representation within the local criminal justice system reflects a disparity in how both Black and other community members of color both view and anticipate likely outcomes of interactions with this system.

BACKGROUND

According to the United States Census Bureau Flagstaff's estimated population as of July 1. 2019 was 75,038 people. The following is the race and Hispanic origin breakdown:

- White alone 78%
- Black or African American alone 2.3%
- American Indian and Alaska Native alone 8.8%
- Asian alone 3.2%
- Native Hawaiian and Other Pacific Islander alone 0.2%
- Two or more races 4.6%
- Hispanic or Latino 19.0%
- White alone, not Hispanic or Latino 64.2%

The number of African Americans arrested by the Flagstaff Police Department in 2019 was 4.0%, with the highest being in the areas of shoplifting (6%), disorderly conduct (4%) and aggravated assault (4%). Domestic violence was at 3%. All other offenses were 2% or less.

The number of officers is only 1.52 per 1,000 people, which is low. As of 2020, the Flagstaff Police Department reported zero Black officers or civilian personnel.

A recent presentation provided to the Flagstaff City Council discussed the potential for training for officers in the way of implicit bias, racial profiling, et cetera. Still outstanding is the question of what training civilians receive in these areas.

CONTEXTUALIZATION

To distinguish the terminology of this discourse, it is important to note the difference between the concepts of social justice and criminal justice. Social Justice, generally speaking, is the overarching principle of right and wrong in society; it is our broadly accepted societal definition of what is fair and unfair. Criminal Justice, a specific subset of Social Justice, is the specific principle of what is right and wrong, fair and unfair, according to the law. The two principles are intrinsically linked. What we are questioning in this dialog is whether the criminal justice system in Flagstaff has the tools, resources, and methodologies in place to fully address questions of **equity**, fairness, and justice within the African American community of Flagstaff. We recognize the engagement of the local criminal justice system with the African American community as an essential part of the ongoing, broader conversation of criminal justice within Flagstaff.

Recent conversations in Flagstaff regarding policing and engagement of the Black community with the local criminal justice system have focused on the nature of interactions with the police, budgetary concerns, salaries and wages, etc. Recently, the Flagstaff Unified School District Anti-Racism task force shared a potential goal of adding School Resource Officers as part of their efforts to ensure more positive interaction with African American children. However, further positive programming—i.e. a Police Athletic League, or other programs geared toward positive interactions with African American youth—have not yet been publicly presented.

The police are only one link in the criminal justice system. Statistics of the racial/ethnic breakdown of staff and similar breakdowns of the number of cases filed and prosecuted, the number of guilty and no contest pleas, and a statistical analysis of convictions by courts and juries are further focuses that might be engaged as the City continues this ongoing discussion. Demographics within the broader criminal justice system, including various prosecutors' offices and other local/county/state offices and attorneys and staff, the defense bar and their staff, and the judicial framework (judges, clerks, staff, etc) within Flagstaff and Coconino County courts are further insights that might weigh on our understanding of the full breadth of the criminal justice system's engagement with the African American community.

This is not a one-time-fix-all effort. This conversation will include a commitment to outlining a workable, flexible plan for the next 5-10 years. This includes a commitment from all levels of the community, from the top levels of city officials to the citizen level. The broader goal is to work to abolish systemic racism in Flagstaff's socio-economic and justice systems.

KEY QUESTIONS

- WHAT do you feel are the primary Social and Criminal Justice concerns facing the Black community of Flagstaff?

- WHAT direct experience(s) have you had with law enforcement or the criminal justice system in Flagstaff, if any?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Social and Criminal justice?

Resources

- Flagstaff Police Department Report to City Council (2020)
- National Registry of Exonerations Report, *Government Misconduct and Convicting the Innocent: The Role of Prosecutors, Police and Other Law Enforcement* (2020)
- United States Department of Justice Civil Rights Division Report: Investigation of the Ferguson Police Department (2015)

COMMUNITY FORUM OUTCOMES

There was a marked desire to see increased community engagement, including specific programs partnering the Police Department with the community and increased efforts from the Flagstaff Police Department to develop positive relationships within the community. Participants noted the importance of peace officers living in the community, and engaging with various community groups. The community emphasized the distinction between **defunding** and "**de-policing**," with a communal trend toward a desire for de-policing.

When asked specifically what needs to change within the community to create positive, meaningful, long-lasting impact, several concepts were shared, including:

- Opportunities for rehabilitation versus "retribution"
- Questioning the process – focus on **restorative justice**
- Internal and community examinations of "who we give the benefit of the doubt to" (implicit biases)
- The "exercise of discretion" in the implementation of criminal charges; i.e. community members wanted more direction input in recommending against punitive criminal charges with greater emphasis on restorative justice
- Introducing young, underrepresented citizens to the law for the purposes of recruitment, increased diversity, and to ensure understanding of how to engage with the legal system
- Ensuring training within the criminal justice system in diversity, inclusion, implicit bias, etc.

The answer to creating meaningful change in this area can be broken down into three target areas:

1. Unlearning Racism: starting in the home, community, and institutions; this includes classrooms, workplaces, courts, jail and prison systems, etc.
2. Updating "relic-like" laws that perpetuate systems of **institutional racism**
3. Undergoing Ongoing, Mandatory Diversity Training for all employees

There was also a desire to see increased personal relationships with the Flagstaff Police Department and the Black community. It was noted by participants that because of individual relationships with the police in Flagstaff, in some cases, the perceived "edge" was less in encounters.

Participants called for recognition of the system beyond racism, defined by one participant as the "American caste system, in which the Black man [or woman] is the lowest class citizen." Participants desired to see assurances that "there is value for people of color" within the community. Likewise, participants called for recognition of "**white psychology**," defined as the disconnect that exists between what is in front of someone and what is conditioned through "institutional reinforcements."

There was general consensus that the Black population of Flagstaff may be underrepresented numerically by Census and local data collections, but overrepresented in incidents of law enforcement interactions.


REPRESENTATION &
PRESERVATION
Rev. Bernadine Lewis
SOUTHSIDE

ISSUE STATEMENT

DESPITE THE documented historical impact of Black communities on the cultural, economic and broader community development of Flagstaff, there are few to no statements, placards, or other displays recognizing these contributions. We recognize the importance of representation and preservation of Black culture and Black communal wisdom in both recognizing the fully contextualized history of Flagstaff and pursuing an ongoing diversity in the development of the Flagstaff community at large.

BACKGROUND



Through these town halls, the Coalition wants to move the Flagstaff Community from actively listening to supporting its Black representation and preservation with moral conviction, personal involvement, and the investment of tangible and financial resources.

Flagstaff, Arizona, not unlike most American towns, reflects a complex story of America's tangled understanding of its racial history. Compounded to this is also the challenge of persuading City leadership to invest in measures that support the representation, resilience, and historical preservation of Flagstaff's past, present, and future Black culture and lives. Given the disparity of Black wealth and political influence, we as African-diaspora people must move beyond the pain and frustration while still seeking to be seated at the table of equality. As we take our seats, we are still finding our voice to ask that our intellectual and artistic contributions and blood, sweat, and tears be fully validated and acknowledged as America's history. Also, today, we are asking this in the bitter memory of our African ancestors who were bought and sold here, and with whipped backs, toiled as free labor to build these United States of America.

Historically, a northern Arizona town's first census in 1860 counted twenty-one 'Freed Black Male[s] or Female[s].' Africana people have been in Flagstaff since the 1880s when men arrived here to work on the railroad. In the 1920s, a significant number of Black people would migrate to Flagstaff to work as lumberjacks. Black people came here to find better lives for their families. They found other work as miners, farmhands, housekeepers, cooks, shopkeepers, and ultimately, teachers, school administrators, and what was then referred to as secretaries.

The Black population has never been one of vast numbers. However, our presence in the Community was not what many of us describe today as being "invisible" in a population of seventy thousand residents.

The newly formed Lived Black Experience CommUnity Coalition are twelve members who currently reside or have resided in Flagstaff. Our mission to create discussions that educate, enlighten, and inform our acquaintances, friends, and neighbors of other ethnicities, but primarily of European -American descent, about our our-story and experiences while living black in Flagstaff.

REPRESENTATION & PRESERVATION QUICK FACTS:

> Historical evidence reflects a Black/African-American presence in Flagstaff since its early history

> Little recognition or representation of the Black Cultural Heritage of Flagstaff exists

> Most communities have social clubs, bars, and restaurants representing the different ethnic cultures in that town

> Recent community dialogues have sparked the question of how/why the representation of Black culture in Flagstaff have largely been "erased," and how to reinvigorate representation going forward

Following are several key historical aspects of Flagstaff's Black/African-American community:

African-Americans in Flagstaff have primarily lived the Southside and Pine Knoll areas. Many of the homes where Black people resided are still owned by the original family, but the owner no longer lives in Flagstaff.

Black representation and preservation cannot be discussed without mention of the Black church, which has always been the community center. The Black church has historically served as both the school site and place for social functions. During the week, the Black church has been the daycare center and preschool, and provides meals to the clergy and its congregants, community, and people without homes. Some Black churches also have a prison ministry that assists newly released prisoners with finding housing, clothing for interviews, and securing job placement. Most importantly, the Black church provided childcare during the summer with Vacation Bible School and was historically the meeting place during the Civil Rights Movement.

On Sundays, the church becomes a place of fellowship, praise and worship, while also providing spiritual guidance and healing.

Flagstaff has four historically African-American churches:

- First Missionary Baptist where Evangelist Shirley Sims is the Assistant Minister (219 South Elden Street)
- Springhill Baptist Church led by second-generation church Pastor Cemie Clayton (624 South O'Leary Street)
- Riverside Church of God in Christ (419 South Verde Street)
- Harbert AME Church (424 South San Francisco Street)

The Black community has always had businesses that provide services unique to the culture. For example, there were black barbershops and hair salons, hat shops, butcher shops that sold meats like chicken gizzards, chitlins', fatback, oxtails, and turkey wings. Black people have always owned restaurants specializing in soul food cuisine, which traditionally includes collard greens, lima beans, okra, and black-eyed peas complemented with white rice and gravy, macaroni and cheese, buttermilk biscuits, or cornbread.



While most of Flagstaff's Black men were lumberjacks, railroad men, and miners, the women, like most in the African-American culture, were laundresses, shopkeepers, cooks, seamstresses, nurses, and maids. Those fortunate enough to complete specialized studies or four-year colleges became then called secretaries and schoolteachers.

Some Black men found a decent living becoming personal drivers and lawn care workers to the wealthy or maintenance workers at schools and businesses. Very few Negroes were able to attend college after graduating high school. Most Black men completed college degrees after returning home from WWII.

Flagstaff had an Elks Lodge and Black Masonic Hall. It should be noted that European-American Masons and Shriners met in a separate hall. The Benevolent and Protective Order of the Elks of the World is an African-American fraternal order that was established in 1897 in the United States. The Elks Order is said to have descended from the Free African Society, the first formal Black society in America. When traveling or moving to a new city or state, Negro people would seek to find an Elks Lodge for dining, lodging assistance, and trusted guidance and advice while traveling.

These lodges were listed in the Negro Motorist Green Book, an annual guidebook used by Black travelers to navigate Arizona during Jim Crow. The guidebook featured Black-owned businesses and hotels, gas stations, restaurants, barbershops and beauty parlors, and dance-halls where Negro people were welcomed. Flagstaff had listings for rooming houses that also provided meals. The Sims family, one of the few remaining longtime black Flagstaff families, now owns the historic Elks Club location on San Francisco Street.

CONTEXTUALIZATION

Despite the rich historical tapestry of Black/African-American culture in Flagstaff, there remain few physical representations of this culture to date. As part of this ongoing conversation, we seek to examine how this "erasure" has happened, recognize the significance of this history, and move forward in ways that recognize, honor, and preserve the legacy of Black culture in Flagstaff's ever evolving story. To provide a contextual framework for this discussion, we will look at the lingering representations of Black culture in Flagstaff, and question the limitations thereof:

There are only two brick and mortar representations of African-American/Black businesses in Flagstaff – a barbershop and a co-op market that assists in launching retail and food businesses. Flagstaff's other Black businesses are operated from the proprietor's home. While there may be others, the following are the only known businesses to longtime Black Flagstaff residents:

1. **Dirty Bird Spices** is owned by **Brandon Billings-Reber** (2703 North 1at Street)
2. **Destiney's Creations**, offering homemade bath and body products and handmade greeting cards, was created and is owned by **Coral and Destiney Evans**; products are available at the Market of Dreams located at 2532 East 7th Avenue, and other local retailers
3. **Elijah Smith** provides DJ services for private parties and special events
4. **Gallyvant/Jewelry, Women's Clothing, and Accessories** is owned by **Kim Robinson**; this business transitioned from a downtown Flagstaff brick and mortar business to an online and mobile business
5. **Jerry Nichols** is a local musician (**DuB and Down with the Blues**), personal designer clothing line, and food caterer
6. **Kutz Barber Shop and College** is owned by **Jabar Nichols** (2219 East 7th Avenue)
7. Black communities have always had its celebrated soul food chefs who do catering for church fundraisers and special events (i.e., baby showers, wedding receptions, and the family dinners served after a funeral service). **Ms. Sissy Hickman's** culinary skills are well known throughout the Flagstaff African-American community.

Next to Black spirituality and religion, Black culture uses the Arts to tell "our-story," through drawing and painting, literature, poetry, music, and theatre. The only artistic evidence of African-American cultural preservation in Flagstaff is a mural on the Murdoch Community Center wall, originally the Dunbar School site, a formerly segregated elementary school named after African-American poet Paul Laurence Dunbar. The mural depicts Black community leaders and influencers from the Segregation era. If one did not drive or walk down East Brennen Avenue, they may never know that people of African descent are somehow connected to Flagstaff.

We are grateful to then community activist, Mayor Coral Evans, for organizing

community members to save the Murdoch Center, and our Community Chieftess, Ms. Deborah Harris, for being the Preservationist of the Murdoch and the scattered history of Black Flagstaff.

Our community is incredibly grateful to Dr. Ricardo Guthrie, whose artistic vision brought together the combined talents of other local artists, students, and community members to complete the mural in 2011.

It is not uncommon for communities to recognize and celebrate their artists with a gathering space to protect these sacred objects for many years to come. Today we ask if you know the following Black artists, and have you seen their art somewhere in Flagstaff?

- Debra Edgerton, NAU Assistant Professor, School of Art
- Dr. Ricardo Guthrie, Associate Professor, Department of Ethnic Studies (currently on Sabbatical)
- Professor Franklin Willis, NAU Professor, School of Art[1]

The Murdoch Community Center is where we gather to celebrate King Day, Black History Month, Juneteenth, and Kwanzaa. We gather there to celebrate our achievements. We meet there to plan our strategies for obtaining equality and our plans to become visible in a City that does not have at least one street named after a well-known African-American (see note below). However, there is a downtown street and local beer brewery named after celebrated scientist and public racist, Louis Agassiz.

Meanwhile, the NAACP also holds their monthly meetings at the Murdoch. Those walls contain class lectures, Southside Community Association discussions, and memories of birthday, graduation, and wedding celebrations. It is a space that taught young community leaders how to respond to, "but all lives matter." The Murdoch has been a preschool from Monday to Friday, a blues hall featuring Winslow's Tommy Dukes on Saturday evening, and a church on Sunday. The Murdoch is whatever we need it to be at the time we need it.



Most communities have social clubs, bars, and restaurants representing the different ethnic cultures in that town. These elements are notably missing within the Flagstaff community.

In conclusion, we leave you with questions raised by the African-American community of Flagstaff: Where is Flagstaff's jazz, rhythm and blues club, soul food restaurant, retailers that showcase the fashion and products that our culture heavily influences in the media and on the runways. Where is the Flagstaff Black Cultural Center? When will Aida, Porgy and Bess, The Wiz, Ladysmith Black Mombasa, and the Alvin Ailey Dance Theatre perform in Flagstaff? Can we plan to have Flagstaff's first annual African Arts and Food Festival in downtown Heritage Square?

[1] *Note: There is another Black painter (name unknown) recently brought to the author's attention in Flagstaff's La Plaza Vieja.*

If Black lives matter in Flagstaff, its leadership must establish tangible evidence of this in its schools, businesses, food and beverage establishments, social and recreational activities, and the tourist industry. There needs to needs to be an ongoing project to record and preserve the City and all of northern Arizona's Black history in one place. Most importantly, the City's Economic Development needs to encourage, support, and nurture Black businesses in prime areas that include downtown, Route 66, and Fourth Street. Cultural and artistic activities should also be included on the City's calendar.

This discussion is meant to spark a commitment to support the representation, resilience, and historical preservation of the past, present, and future Black culture and lives. Again, through these town halls, the Coalition wants to move the Flagstaff Community from actively listening to supporting its Black/African-American representation and preservation with moral conviction, personal involvement, and the investment of tangible and financial resources.

KEY QUESTIONS

- WHAT representations of the Arts, culture, and the unique development of community have you seen, if any, that are specific to the Black community in Flagstaff?
- WHAT historical, artistic, or other significant moments or representations are you aware of that are lacking within the portrayal and/or recognition of the Black community of Flagstaff?
- HOW can we, together, create a visible Black presence in Flagstaff?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Representation and Preservation for Flagstaff's Black community?

COMMUNITY FORUM OUTCOMES

Great emphasis was placed on the need for cultural representation and recognition for the Black community of Flagstaff. Community members noted that they had previously not thought about the lack of Black representation in the community culture and historical preservation of Flagstaff; the conversation during the townhall lead to a distinct recognition of the lack of such representation, and a sense that the community is "incomplete" without it.

When asked what change looks like when it comes to representation and preservation for Flagstaff's Black community, community feedback included:

- Recommendations for a cultural festival in Heritage Square to bring knowledge of the Black community
- More activities during Black History Month
- Looking into having some of Flagstaff's city signage changed to recognize, honor, and commemorate important figures within the history of Flagstaff and Northern Arizona
- Recognizing the "food ways and folk ways" of the Black community. It was noted that "all the things [Black people] do show our presence, although we might not see it in the built environment." A recommendation was made in connection to this idea wherein the built environments within Flagstaff would recognize and reflect the Black presence, as historically functions in the City of Flagstaff "have not paid attention to" the cultural customs of Flagstaff's Black community
- Providing funding and support pathways to celebrate and recognize the "food ways, folk ways, and cultural impacts" of the Flagstaff Black community
- Finding ways to decrease the revolving door of Black enterprise and impact in the community; it was noted that Black economic enterprises often cannot sustain a presence in Flagstaff due to high costs of living and limited industry opportunities.
- Having the City's administration recognize all of the above.

When asked what needs to change in order to ensure continued positive development of the Black Flagstaff community in regards to representation and preservation, key feedback included:

1. Buy-In from City Leadership – The work of recognizing and ensuring representation and preservation of the Black community requires buy-in from the City, both financially and physically in participation, partnerships, and ongoing engagement.
2. Encouraging Community Accomplice-ship – It is essential that community members also buy-in, and partner with the Black community to raise awareness, bring knowledge, and celebrate culture.
3. Creating Awareness for Invisible Businesses – Community members need education on how to help, get involved, etc. There also needs to be enhanced visibility for the Black community, including getting messaging out to church groups, community members and organizations, etc.

4. Extra-Cultural Education – The education that people who aren't part of the Black Culture receive is very important, as trying to show empathy for a group you are unaware of is difficult.
5. Community Collaboration – A member of Council noted that the City should be "working toward implementation and meaningful change, [and] embracing this beautiful culture we're talking about."
6. Cultural Showcases – There is a need to elevate cultural events that celebrate Black culture; the example was shared of the fact that in other areas of the country, events such as Juneteenth are major celebrations. There should be a showcasing of the music, the food, and so forth from the Black community, as well as representative and culturally celebratory mural art.
7. Sharing the "Lived Experience" – Community members noted that "the Black lived experience ***is*** the lived experience; there's no shame in saying Black Lives Matter because if all lives matter then Black lives must matter."

A key element of the discussion focused on historical moments, artistic representations, et cetera that are lacking in the portrayal of the Black community of Flagstaff. Community members noted the need to recognize the Black lumberjack history of Flagstaff, and contributions to the sawmill and lumber legacies of the City. The lack of publicly accessible information on Black history in Flagstaff was noted; community members recommended creating a special section of the Flagstaff Public Library to archive the Black history of Flagstaff, and incorporate this literature and learning into the FPL summer reading series. Community members expressed a desire to see an "embodiment of Black culture in the community," as otherwise the historical knowledge and sources regarding the Black community have been stored in special collections that remain uncommon knowledge.

Two distinct cultural centers and landmarks were recognized throughout the community dialogue. First, the importance and continued impact of the Murdoch Community Center was recognized. There was a marked desire to see the Murdoch Community Center serve as both a cultural landmark and cultural center for the Black community of Flagstaff.

Secondly, it was noted that there was once a Buffalo Soldier Museum in Flagstaff. The museum is believed to have been built in the 1980s to commemorate the Buffalo Soldier encampment historically based in Flagstaff; the museum was later torn down to facilitate the building of a library. The collection was disbursed throughout the country, with the noted intention that in three to five years the City of Flagstaff would designate a new, permanent location for the museum; this, sadly, never took place, and it is believed that the ability of the City to reclaim and restore the original historical collection is seriously diminished, if not altogether lost. There was a desire to see the museum, at the very least, memorialized, if not to see the City's promise fulfilled in restoring the museum outright. It was recommended that the City preserve the history of the Buffalo soldiers in Flagstaff; houses still exist that speak to this history, as well as information in the City archives and Pioneer Museum.

Finally, community members spoke of the social infrastructure of the community. Ways to enhance this infrastructure included

- Before and after-school programs
- A vibrant art community
- Broadband internet connectivity throughout the City, including the historic Southside community; and
- Methodology(-ies) to promote and uplift all cultural representation within the community

A closing thought presented during the community dialog stated: "If we continue to gentrify the City in the way it is being done, it will become a beautiful place without a beautiful [cultural] vibe." The community expressed a desire to see Flagstaff "beautified" through cultural representation and infrastructural changes to create enhanced visibility of the Black community, thereby elevating an important, yet to date missing, aspect of Flagstaff's broader community.

YOUTH ISSUES & CONCERNS
Mr. Warren Brown



ISSUE STATEMENT



AS WE ENGAGE in historical conversations about the Black community presence in Flagstaff, we also understand the important future-forward engagement of young voices, issues, and concerns for continued progress. Recognizing the significance of the critical life stage of youth, particularly for young Black members of the Flagstaff community, and the unique perspective they offer to local issues and development, we also recognize the importance of continuously engaging young people and their perspectives on the development of the Black community in Flagstaff.

BACKGROUND

To provide background on the issues and concerns facing youth in Flagstaff, the work of the Flagstaff Community Policy Trust ("the Trust") was examined. The Trust is a group of former elected officials and community leaders that come together to analyze a community issue or topic. The Trust was established in 2017 by Flagstaff Mayor Coral Evans. Individuals are selected to participate in periodic Trust meetings based on knowledge and expertise in the topic of interest. The Trust also serves as an opportunity to provide continuity about the history and purpose of long-term policy goals from those no longer in office, and, with each meeting pertaining to a specific topic, it provides valuable insight regarding effective policy solutions to ongoing issues.

FLAGSTAFF, ARIZONA 2010 CENSUS DATA

Population estimates (7/1/19): 75,038

Persons > 5 <18 years: 17.90%

White alone: 78.00%

Black or African American alone: 2.30%

American Indian and Alaska Native alone: 8.60%

Asian alone: 3.20%

Native Hawaiian and Other Pacific Islander alone: 0.20%

Two or More Races: 4.60%

Hispanic or Latino: 19.00%

The Trust used the 40 Developmental Assets as a reference to guide Trust participants in evaluating community efforts toward building healthy skills in Flagstaff youth. Created in 1990 by the Search Institute, these developmental assets identify a set of skills, experiences, relationships and behaviors that enable youth to grow into successful, healthy, adults. The Developmental Assets framework is initially divided into two categories, External and Internal. Each category is further divided into more specific assets. This asset framework helps users assess the needs of youth in their respective communities.

The members of the Trust who participated in a specific conversation on Youth Opportunities and Challenges were:

- Dan Musselman Deputy Chief for the City of Flagstaff Police Department.
- Donnie Jones Sunnyside Neighborhood Association
- Mayor Coral Evans Mayor of Flagstaff, was formerly Vice Mayor, a former City Council Member, and founder of the Policy Trust.
- Danny Neal Retired Director of the Hal Jensen Recreation Center.
- Stephanie Jefferson Board Member for the Sunnyside Neighborhood Association.
- Peter Van Wyck Regional Director for "First Things First"
- The Hon. Margaret McCullough, Presiding Judge of Coconino County Juvenile Court
- Amanda Kristinat CEO of the Boys and Girls Club of Flagstaff.
- Liz Archuleta Chair of the Coconino County Board of Supervisors, District #2
- Bryon Matsuda Director of Coconino County Juvenile Court Services.
- Kara Kelty Clerk for FUSD & former Flagstaff City Council Member

DATA

FUSD Demographics by Sex

Male: 52.1%

Female: 47.9%

Socioeconomic Demographics

* 40.7% of students in the district receive Free and Reduced-priced Lunch (FRPL) *[The data for this corresponding statistic were not broken down by ethnicity]*

Demographics (Disciplinary)

* Black students comprised 2% of the total in school suspensions, 2.2% of out of school suspensions, and 3.5% referrals to law enforcement, and 0.0% of expulsions across the district.

* Biracial/Multiracial comprised 8.1% of in school suspensions, 5.7% of out of school suspensions, 1.7% of referrals to law enforcement, and 13.3% of expulsions across the

CONTEXTUALIZATION

In a report from the Youth Opportunities and Challenges meeting of the Trust, it was shared that while Trust participants generally agreed that Flagstaff has done "great work

giving youth the tools, programs and attention they need to help them succeed in life," there was also a need to acknowledge that "more work is needed to ensure all Flagstaff youth are cared for and fully represented in the community. Specific challenges faced by Flagstaff youth included:

1. Family Experience
2. Economic Challenges, and
3. General Inclusiveness

Recommended solutions included increased communication, positive community attitudes and influence, education and educational opportunity, family support, and increased outreach. One of the two strongest recommendations brought forward during the discussion was the re-establishment of the City of Flagstaff Youth Commission; in 2019 the Flagstaff City Council began discussions to reestablish the committee, and formally moved forward with that action in Spring 2020. The second key recommendation was the establishment of an effort to secure assets for our community youth based on the 40 developmental assets model.

YOUTH ISSUES & CONCERNS QUICK FACTS:

Academic Enrollment

- Of the 46 students who enrolled in Algebra I in 8th grade, 0.0% were Black
- Of the 56 students enrolled in Calculus, 0% were Black
- Of the 558 students who enrolled in Chemistry, (1%) were Black
- Of the 178 who enrolled in physics, (1%) were Black
- Of the 42 students who took the SAT/ACT tests, 0.0% were Black

KEY QUESTIONS

- WHAT are creative ways to fund youth programs in general in the Flagstaff community?
- WERE you aware of the Flagstaff Youth Commission? Why do you think it was stopped? What will it take to revive it in a form that is relevant, effective and inclusive of the Black Lived experience?
- WHAT direct experience(s) have you had with youth programs, initiatives, or other factors impacting the young Black members of the Flagstaff community, if any?
- ARE you aware of local resources aimed at youth and families (i.e. free public transportation services, prevention and crisis intervention services, etc.)? Are they provided equitably and inclusively?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Youth Issues & Concerns?

COMMUNITY FORUM OUTCOMES

As the focus of this community forum was youth concerns, the community discussion was intentional in seeking input from youth representation. One young adult in attendance, who is currently enrolled in the Flagstaff Unified School District, noted that there are no many clubs or organizations for people of color; this student felt strongly that clubs should be aimed at people of color, in order to inform people of "the history behind what's happening in the world [and] why it's happening." They noted a desire to provide self-education and social awareness to their peer group, and to see such learning encouraged within the education system. The student noted the importance of communicating to the public that "these are things young people want, to inspire the community to help support [students and people of color]." They also suggested a partnership with NAU fraternities and sororities to fundraise for school organizations aimed at providing such educational and enrichment opportunities.

Another community member noted that they "hear so many things that young people talk about, that they request, and that [are] ignored." They and other community members recommended providing fun educational opportunities that do not require parental transport. It was noted that groups like high school Mexican American and African American groups are about bringing people together.

One community resource that was noted throughout the discussion was the historical Flagstaff Youth Commission. It was noted that this was "just one of those things that just kind of went away," but was a well-received and worthwhile investment in the youth of Flagstaff. It was recommended that such a program be reinstated, with representation as part of the organizational mandate.

Another historical data point that was gathered during this discussion was the Juneteenth program formerly run from the Cogdill Center; the Center has since been repurposed as the Boys and Girls Club, which marked a significant blow within the Black community of Flagstaff. The former Juneteenth celebration was put together by a small group that came together to represent the Black community and provide cultural and historical connection. Programming has since been conducted by the Coconino County African Diaspora Advisory Council. It was noted that with such programs, there was always an attempt to "give kids an experience that they might not have otherwise received … not just Black experiences, but programs that they might not otherwise have the opportunity to engage in."

Key points that recurred throughout the discussion included:

- Core Group of Invested Individuals – It takes a "core group of adults" who are willing to step up, put in the work, volunteer, and remain vested in programs and engagement opportunities.

- Future Leader Training Opportunities – There was a desire to see increased mentorship programs, the redevelopment of a Flagstaff Youth Commission, and partnership engagement with City Council and other City, County, and State leadership.
- City Sponsorship – There was also a desire to see City investment in youth programs that highlighted and emphasized participation among students of color. It was noted that in many opportunities, Black youth are overlooked as their numbers are small; yet these missed opportunities mean that future generations are not being raised to "see themselves" within the community.

When asked what change looks like when it comes to Black youth in Flagstaff, key topics included:

1. Visibility: Black youth and children of mixed race feel unseen, invisible, and like they don't fit in. It is important to listen to our youth and students of color, to ensure they develop in their sense of community attention and personal identity.
2. Engagement: The concept of engagement is two-fold. First, students must be given more opportunities for engagement that are fun, free, educational, and engaging. These opportunities should recognize and celebrate the cultural diversity representative within the school and educational systems in Flagstaff, and not allow any group to become "invisible" simply because their numbers are few. Secondly, adults and potential mentors should be sought out for engagement with Flagstaff's youth. This hinges on finding those in the community who are invested, who have or work with children, and/or who know that the children of Flagstaff are Flagstaff's future.
3. NAU Connection: It was noted that there are many lecturers who do not have stable employment, and thus cannot commit to impactful community projects. For example, there has been ongoing discussion of an historic walkthrough project through the Southside Community; however, it has been impossible to complete when there has not been the stability of staffing to see it through. Community members asked that NAU stress the desire to have a strengthened relationship with the community, in order to pull in faculty who want to do more yet feel limited in their ability to do so.
4. Community Partnerships: The example of recent yearly Juneteenth celebrations highlighted partnerships with local climbing walls, student summer programs, the Shakespeare festival, Kuttz barbershop and college, and other community organizations. Such events highlight the diversity in Flagstaff and bring groups together that have at times been forced into systemic conflict or competition. For funding, community members noted the potential to partner with programs such as AmeriCorps to both provide increased funding and bring diverse leaders to Flagstaff. Other partnership recommendations included Camp Colton, the Flagstaff Unified School District, Gore, etc.

One issue that was highlighted throughout the discussion was the fact that Black and other students of color feel "invisible" within their classrooms and learning environments. In one instance—which was affirmed by others within the community—a student was told that there was "not a need" to discuss Black History Month because there were not enough Black students to make it "relevant." Similar concerns were raised in consideration of curriculum development, extracurricular activities, and so forth, wherein students of color—particularly Black students—lacked representational interests due to limited visible presence. The community emphasized that "few" does not mean "irrelevant," and the need for ongoing partnerships and community commitments to ensuring visibility and cultural recognition of all students. The need to provide an increased variety of opportunities—after school programs, jobs and economic opportunities, civic engagement, etc.—was emphasized throughout the program.

ECONOMIC INCLUSION & IMPACT
Ms. Khara House



ISSUE STATEMENT



WE RECOGNIZE the historic and ongoing contributions of Black entrepreneurs, business owners, and other economic drivers to the development and continued advancement of Flagstaff; yet we also recognize that the voices of Black leaders are underrepresented in the local business sector, employment advancement opportunities, and economic development discourse. We believe in the need for sustainable initiatives focused on both historic and current African American service providers and leadership development in order to ensure Black economic and employment parity and sustain the continuous economic growth of Flagstaff with equity.

BACKGROUND

A central tenant of all community development is the access to and development of business and economic capital. Flagstaff, as a city of both corporate and small, independent businesses, has long focused on the ongoing development of a vibrant economy where business is viewed as a catalyst for community and economic development. Recent national dialogs about historical wealth distribution and economic equity have focused a spotlight on the support of Black-owned businesses. In a recent *Business Insiders* article, it was noted that supporting Black business means "seeing [Black business owners, and Black citizens in general] as equals and experts and not assuming our skills, services, and creations are less than, which has been the common narrative when discussing supporting Black ideas, creativity, and business."

CONTEXTUALIZATION

Nationally, it is typical of communities to enjoy the presence of businesses and economic drivers reflective of the various, diverse populaces they serve. As noted in a prior discussion of Representation and Preservation, the presence and preservation of Black community is typically reflected in local businesses that provide services unique to the culture; barbershops, hair salons, restaurants, and other economic establishments both serve and celebrate this culture, and provide the means for the economic sustainment of both the Black community and the broader communities in which it sits.

Flagstaff historically had a number of brick and mortar establishments representative of Black business and economic community. Furthermore, such establishments provided a needed sense of cultural refuge: places where Black culture could not only provide valuable economic support to the broader Flagstaff community, but also be celebrated as visible representations of essential communal bonds. The lack of visible representations of Black business suggest a broader disparity in Black economic equity, Black cultural representation, and the general visibility of the Flagstaff Black community.

QUICK FACT

According to the 2012 Survey of Business Owners, of the approximately 6,382 total firms in Flagstaff, 935 (14.65%) identified as "Minority-owned firms," while 5037 (78.93%) identified as "Nonminority-owned firms."

Today, only two brick and mortar representations of Black business exist in Flagstaff: the Kuttz Barber Shop and College, and a co-op market. General representation of Black business is less visible, operating from proprietor homes, virtually, or in other decentralized locations.

It is important to understand that culture is central to community development. The absence of cultural representation in community development suggests that something is missing. This conversation aims to discuss and discover what those missing pieces of culture are in Flagstaff's ongoing community development. We will examine the subject of "cultural economics," the fundamental connection between culture (the shared beliefs and preferences of respective groups, here specifically referencing Black culture) and economic outcomes. We seek to understand why there appear to be limited representations of Black businesses; the impact this limited economic representation has on the perceptions of the Black community (namely, the perception of Black "invisibility" within Flagstaff); and how meaningful change can be encouraged in Flagstaff to simultaneously rectify economic disparities, increase cultural visibility, and ensure continued economic and cultural growth.

KEY QUESTIONS

- WHAT do you feel are the primary concerns facing the Black community of Flagstaff in this area?
- WHAT Black businesses are you aware of within Flagstaff, if any? What experience have you had with these businesses? What stories can you share about the development of Black business, economic development, etc. in Flagstaff?
- WHAT business representation is missing within the Flagstaff community? What types of businesses do you think should be present that are not? Why do you think that is?
- WHY do you think there are not more Black businesses or economic opportunities within the Flagstaff community?

- WHAT challenges have you faced in securing or advancing in employment in Flagstaff?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Black Economic Inclusion and Impact?

COMMUNITY FORUM OUTCOMES

When asked about economic inclusion and representation for the Black community in Flagstaff, community members noted that the matter "could all come down to numbers." Participants noted that there are not many Black business owners or entrepreneurs still around Flagstaff; this was pinpointed as a concern that needs to be addressed. One community member noted that it has become evident that "where we are as a society can see the social issues [aimed at/within the Black community] are troubling."

One local seamstress noted an instance where they were seeking a space for a shop. When they did find a place, and contacted the owner about a lease, it was "way over anything that I could afford." The participant noted that, even had they sought a business loan, it was likely they would have had to put their house up as collateral. They noted the need for some sort of mechanism to provide support, as African-American/Black people have "a harder way to go" when it comes to starting business, because people tend to look at them "a little differently."

A factor identified as a hinderance to Black economic development in Flagstaff was the disproportionate cost of living and utility impact for communities of color. For instance, the cost of energy in Flagstaff was noted by a Councilmember as hitting folks in the Sunnyside and Southside neighborhoods harder than it does elsewhere. Costs for improvements, and projects like the Rio de Flag project, have major impacts on the Flagstaff Black community disproportionately to others.

Forum attendees worked to identify various programs working for economic development in and around Flagstaff. Identified agencies included:

- **The Economic Collaborative of Northern Arizona** (ECoNA), an agency aiding in economic development on a regional scale
- **The Coconino Small Business Development Center**, run through Coconino Community College (CCC) and offering advising, training, online courses, and other resources for businesses throughout the Northern Arizona region
- **Moonshot at NACET**, a program offering training to entrepreneurs and innovators to develop economic viability and investment-ready businesses
- **The Sunnyside Market of Dreams (Mercado de los Sueños)**, a local business incubator focused on people living in poverty and/or working multiple jobs, to help move them from generational poverty

It was noted that the Flagstaff Black community has faced many of the same issues as the Indigenous community, particularly in having limited access to brick and mortar establishments; instead, entrepreneurs and small business owners rely on sale through consignment.

Suggestions to ensure economic parity and development included:

1. Wrap-around Services – agencies or other mechanisms focused on helping individuals get business licenses, working with them to get proper City and County registration and permits, and working in conjunction with a Coconino County program providing matching funds with successful completion of a program
2. Create Access – providing equitable access to mentorship, business resources, and other help agents/agencies
3. Redefine "Legitimacy" – there is often a sense that certain business pursuits are not seen as "legitimate business" as they are not traditional businesses; there is also a perception that poor/low-income individuals don't know how to—or, even more simply, cannot—run a business
4. Community Support for Entrepreneurship – citing the example of the Silicon Valley, encouraging entrepreneur support from local communities that embrace small local businesses; in the case of the Silicon Valley, such partnership, support, and encouragement led to the development of businesses and economic thriving within the community
5. Embrace Entrepreneurship – recognize that entrepreneurship leads to both economic and community development

In addressing factors that have driven the trend of low Black business numbers in Flagstaff, causes and contributors included:

- Lack of receptiveness from the community
- Lack of education and community awareness – the community does not know these businesses exist
- Lack of education and opportunity awareness – Black entrepreneurs do not know where to get support or assistance in starting businesses
- Limited opportunity for in-spending; the Black community lacks opportunity to spend moneys within the Black community
- Limited economic sustainability – it was noted that it could be the businesses some want to start (i.e. cultural hair salons, restaurants, etc.) are "not the type that can lead to a business they can live off of in Flagstaff"

The question was raised by a forum participant: "How much of this is a problem about Black businesses, and how much of it is a problem of business and entrepreneurship in Flagstaff?" Community members responded by noting a desire to see Flagstaff show intentionality in seeking Black- and other culturally-representative businesses. It was noted that historically, Black professionals were "not given the opportunity to diversify their work" beyond the types of jobs they were readily relegated to (i.e., sawmills); as a result, many chose to leave and look elsewhere for economic opportunity. There is also not clear evidence throughout Flagstaff that there is an African-American population in Flagstaff, beyond the mural on the historic Murdoch Community Center.

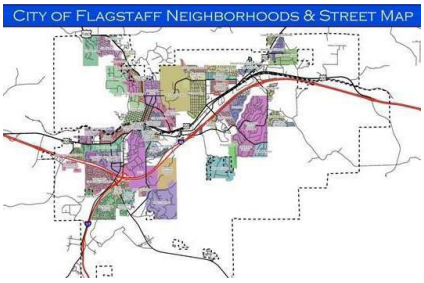
Possible solutions for addressing and enhancing Black economic development, and the partnered development of the Black community in general, included:

- Creating visibility for the Black community through mechanisms such as walking tours, marketing, public and visible recognition of locations that were part of the historic **Green Book**, etc.
- Diversification, unification, and visibility established as the three key pillars of emphasizing Black presence in Flagstaff
- A nexus hub, such as a Black community website, where Black-owned businesses can be recognized, discovered, and accessed
- Creating a co-op where leaders in Black business can help provide visibility and resources – this necessitates the provision of space, and remains a question of affordability and attainability
- Creating a centralized marketplace run once a month out of the Murdoch Center as a launching pad for Black businesses in Flagstaff
- Focusing on sustainability and creating avenues for ongoing, secure funding
- Work with Discovery Flagstaff to initiate a "walk-the-talk" augmented reality project to virtually walk through and engage in the story of the Black community, recognizing items of historical significance such as Green Book locations, Buffalo Soldier encampment, etc.
- Increased visibility of the Black community through a "Third Thursday" or "Third Friday" program hosted through the Murdoch Center to provide an opportunity for people to shop and engage with the Black community
- Create visibility beyond brick and mortar establishments through murals, celebrations, events, etc.
- Providing educational opportunities to ensure community members are aware of and properly educated in resources and programs available

Two key words that stood out to forum participants in the discussion of economic inclusion and impact were "visibility" and "intentionality." Participants desired increased visibility of the Black community, through representation and celebration. There was also the desire to see City-sponsored intentionality, in partnering with the community to ensure visibility and equitable access to resources and business opportunities. It was noted that it "does not take much to work toward economic equity and Black representation in the community of Flagstaff … it simply takes ***more***."


RACE, SPACE & SEGREGATION
Dr. Ricardo Guthrie
The
URDOCH
CENTER
SOUTHSIDE

ISSUE STATEMENT



FLAGSTAFF HAS a documented history of redlining and other socioeconomic practices and policies which have created a trend of physical separation (segregation) of communities of color and marginalized representation within the City's structure and development. Racial exclusion and segregation are contributing factors to the erasure and lack of representation of Black community structures within the City.

BACKGROUND

When talking about the exclusion of a particular culture or race in a geographical area, it is important to understand that there are multifaceted aspects to such exclusion. Segregation can be at once physical (redlining, blockbusting, etc.), systemic (based in social practices, policies, and processes), and ideological (the idea that certain people do not belong in certain spaces; i.e. NIMBYism). Spatial racial exclusion consists of historic, institutionalized policies and practices which privilege private interests over the public good; this is the social landscape in which the idea that providing equal and equitable access to the public space of community (housing, parks, education, transportation, etc.) is viewed as threatening to privatized interests. The basic problem facing much of the economic and social development of communities of color throughout the country has been a long-held link between race, place, and power.

CONTEXTUALIZATION



Dr. Ricardo Guthrie, Assoc. Prof. Ethnic Studies, Northern Arizona University

As noted above, Flagstaff has a documented history of redlining and other socioeconomic practices and policies which have created a pattern of segregation and discrimination against Blacks and communities of color within the City. Growth and development have occurred as a result of racial exclusion and segregation during much of the 20th century, and are still contributing factors to the erasure and lack of representation of Blacks within the City proper. The absence of Black cultural and historical structures outside of Southside neighborhoods is a continuing problem, as a lack of visibility leads to planning that fails to assess policy impacts on African Americans, and undermines their contributions overall. Flagstaff demographics indicate growing segments of Native American, LatinX/HispaniX, Asian, and African Americans—who work at the university, the medical center, the private sector and entertainment/hospitality industries—but growth has remained stagnant because of lack of jobs, affordable and adequate housing, and limited cultural opportunities for people of color.

Segregation is a thematic construct and a continuing legacy that has affected the built environment in certain neighborhoods, but it is also an underexplored aspect of a small mountain town that seeks to embrace growth and change. **Areas to discuss include:**

- Legacy of Segregation (pros and cons)
- Growth and Development within Demographic Shifts
- Relocation of the Rio de Flag
- NAU & Neighborhood Empowerment
- The City and Resource Allocation

City of Flagstaff - Low Income Concentrations (c. 1990s)

Neighborhood	Pct. Low-Mod. Income Persons	Median Income	Median Home Value	Pop.	No. of Households
Sunnyside	63%	$20,554	$56,733	4,506	1,491
Southside	**81%**	$10,981	$64,050	1,611	671
Southside (Plaza Vieja)	**83%**	$13,176	$63,300	3,006	574
Southside (Pine Knoll/ Brannen Hms.)	**87%**	$15,296	$50,600	895	347
FLAGSTAFF	**38%**	**$28,382**	**$90,300**	---	---

City of Flagstaff: Where Do People of Color Live?

Neighborhood	Sunnyside		Southside		Plaza Vieja (Southside)		Pine Knoll (Southside)		FLAGSTAFF	
Race/ Ethnicity	#	%	#	%	#	%	#	%	#	%
White	2,067	44%	1,466	72%	873	67%	337	53%	41,477	79%
African American	115	2.4%	**147**	**7.2%**	**61**	**5%**	**136**	**21%**	1,079	2%
Native American	976	21%	101	5%	166	13%	**154**	**24%**	4,371	8.3%
LatinX	1,805	38%	**499**	**25%**	**296**	**23%**	**139**	**22%**	8,657	16.4%
Other	**1,509**	**32%**	285	14%	173	13%	8	1.2%	4,516	8.5%
TOTAL	4,721		2,030		1,308		642		52,701	

KEY QUESTIONS

- WHAT are some of the reasons why the contributions of African Americans might not be recognized throughout the City?
- HOW are the legacies of Segregation continued through City policies, NAU activities, and the actions of Residents?
- HOW important are "home ownership," "job development", and "community control of development" to the City's future?
- WHAT direct experience(s) have you had with systemic or practical segregation or division of space in Flagstaff, if any?
- WHAT positive changes would you like to see in order to promote "Sustainable Growth" as it affects African Americans?
- WHAT does it mean to maintain the Character and Culture of Black neighborhoods if the Black population decreases?

REFERENCES

Guthrie, R. (2013). "The Historic Southside Mural Project: Pedagogical Art/Empowerment", *International Journal of Social Political and Community Agendas in the Arts*) vol. 7, n. 2, July 2013, pp. 85-99.
Southside Neighborhood Plan 2020
Historic Southside Mural at the Murdoch Community Center (2011)
Arizona Daily Sun reports and news articles 2000-2020

COMMUNITY FORUM OUTCOMES

Forum participants were asked why contributions of African Americans might not be recognized throughout the City. Among reasons identified by participants were:

- A lack of markers or plaques to designate the contributions of African Americans posted throughout the City. One participant noted having worked in the Riles building and never knowing that it was named for Wilson Riles.
- The invisibility of the African American community – participants noted that even in the smallest towns throughout the nation, they have been able to find places that served [the Black community]; there are usually cultural representations in the downtown areas of cities and towns to mark the cultural makeup of that community.
- Lack of a central Black community center – one participant noted that had they not happened to see the Murdoch Center upon arriving in Flagstaff, they might never have found the Black community.

Emphasis was placed on the historical significance of Wilson Riles, and the lack of communal knowledge of his legacy. Wilson Riles was the first Black graduate that we know of from Northern Arizona University. A participant noted a conversation with the Dean of the Department of Arts and Letters, an office housed in the Riles building; the Dean was unaware of who Wilson Riles was. Another member of the community noted that if NAU were "truly invested in Black culture," the contributions of Mr. Riles "would have been commemorated on [an] historical plaque either inside or outside of the building." A faculty member noted that there is a small plaque on the inside of the building, on the ground floor; it was relocated due to weather, but few within the community are aware of it.

Further discussion yielded the opinion that despite having perceptions as a "liberal town," Flagstaff seems to have a hesitation toward recognizing the history of trauma and oppression toward Black people. A call was made for the City to acknowledge that barriers to Black community development, inclusion, and space access existed, and continue to exist, that need to be overcome. Until there is a cultural shift from complacency with being "liberal," the community as a whole cannot move forward. Parallels were made to the Southside Community Plan, which acknowledged historical inhibitors to community and economic development and sought to create positive change for this historic community. A Councilmember acknowledged that there is a need to "open our eyes" to the difference between what the Black community was (thriving, visible, and included) to what it has become (dwindling, invisible, and largely segregated). Issues of housing and quality of life in historically Black communities in Flagstaff were raised as needing to be addressed.

Forum participants spent time discussing "political will." While some held that the issues to be addressed were matters of political will, the question was raised regarding

whether such will exists within the City, particularly Council. While it was held that some members of the current Council may have political will to enact positive change for the Black community, historical knowledge suggests that such will is not pervasive; this creates and perpetuates the fear that little to nothing will be done if there is not full—or at least, majority—buy in from Flagstaff's political leadership. Specific issues of affordable housing in the Southside community, and other communities of color, were cited, and the perception that there are still "people who feel that saving the prairie dogs [is] more important than providing housing to people." The question was raised of whether new people in Flagstaff and potential new Councilmembers understand the importance of political will, and if so, whether it elicits the "drive" to do the right thing. Forum participants desired to see Council and other community leaders focus on "all of us."

Further conversation addressed the visible indicators of the legacies of segregation continued through City policies, NAU activities, and the actions of residents. Key points included:

- **Issues of Affordability and Homeownership:** The legacy of segregation exists in that homeownership in Flagstaff is less than 10%. Residents in Flagstaff neighborhoods feel separated and sense a lack of connection to the broader Flagstaff community. With NAU planning continued land purchases, many of which enter historically Black communities and drive out historic residencies, there was the concern that "a benevolent dictator is still a dictator."
- **Community Silence:** Participants noted that while the conversation has been started, and they were actively engaged in the conversation that sought and reached out to all segments of the Flagstaff community, there remained a lack of engagement and participation. The lack of community voices, and ongoing community silence, is helping to enforce the legacy of segregation.
- **Displacement:** The university being so close to the Southside community draws development that disproportionately displaces people of color.
- **Disproportionate Cost of Living:** Raising the cost of living would not be as much of a problem if wages and incomes rose proportionately. People cannot afford to stay in neighborhoods when businesses enter and drive up cost of living. This is an issue that disproportionately impacts communities of color.

A major topic during one part of the conversation was the question of **gentrification**. While gentrification may be a form of desegregation in that it allows others to enter the community, an issue exists when the built environment no longer serves the community. Issues of displacement, and communal indicators that particular peoples who historically developed a community are no longer welcome within that community raised the question "Desegregation for who?" The example of the Brown vs the Board of Education ruling was cited, which took away Black schools that served the communities in ways that schools that replaced them did, and do, not. Any development undertaken by the City that is not cognizant of maintaining the community does a disservice.

Housing costs and taxes have increased beyond the capacity of historical communities within these neighborhoods to afford them, resulting in displacement and the breakdown of historical communities. It was noted that where gentrification becomes the opposite of positive desegregation is when it results in the displacement of already underserved communities.

Communities members expressed frustration with the knowledge that their presence as white residents with high incomes contributed to the increased cost of living for others within the community. A recommendation was made for guidelines in place for landlords.

Acknowledgement of historical inequities and **disparate impact** to the Black communities was made during this discussion. As one community member noted, newcomers to this discussion are only beginning to enter into the ongoing discourse of the Black community, which has been "attempting to catch up in a race that started 400 years ago." Another community member noted the ongoing need for both political and community will; as we discuss the "invisible community" that exists within Flagstaff, and that does not have a sense of itself within the broader Flagstaff community, it becomes clear that there is a perpetuated need for change-driving movements. The entire community must take ownership.

A community member raised the question of **reparations** thusly: "As I read about redlining and learn about our history, I have to ask what role does reparations play for our City? Whatever the image we're [the white community of Flagstaff] trying to hold onto … it's my opinion that they need to play a part." It was noted that as a society that is built on economics and capitalism, it is "only fair that we address [the Black community] in the same way." Another participant noted that while we often hear about being generous with our time, "there are people who can also be generous with their money. There is a generation of white people who are going to pass on their money to their children … and I think that's a real shame." Concepts for community reparations in Flagstaff included the establishment of an equity fund and donations to the historic Murdoch Community Center.

MENTAL & BEHAVIORAL HEALTH
Mr. Jermaine Barkley



ISSUE STATEMENT



THE HISTORICAL Black experience in America continues to reflect a disparate degree of trauma, violence, and mental and physical health concerns when compared to European-Americans. We recognize the parallel between the historic dehumanization, oppression, and violence against the Black community and ongoing structural and institutional racism, as well and the connection between these factors and the apparent lack of resources specifically aiding in the treatment of Black mental, behavioral, and physical health concerns.

BACKGROUND

MENTAL & BEHAVIORAL HEALTH QUICK FACTS:

> Black individuals report psychological distress at a rate of 20% *higher* than white individuals in the U.S.

> This year, rates of anxiety and depression have increased by over 20% in the Black Community.

> Only 3 in 10 Black individuals ever receive mental health treatment.

The history of Black lives in America is one of trauma, oppression, resilience, and constant struggle. Through the fight for equity and justice in a system that perpetually oppresses Black communities, progress has been made. However, that continuous fight is not without its impacts. Systemic racism, colonialism, and the constant fight against it leaves behind trauma and severe detriment to the mental health of our community. In fact, the CDC reports that Black Americans are 20% *more likely* to report serious psychological distress than that of White Americans[1].



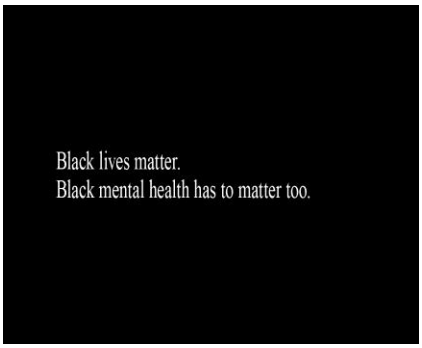
Indeed, to many Black individuals, this statistic comes as no surprise. The current picture of the Black experience in the U.S. is a story of disparities. While the Black community only makes up a small portion of the U.S. population, we are frequently over-represented in at-risk populations, making up almost half of all homelessness and children in foster care, as well as half of the population currently incarcerated in prison[2]. Exposure to these circumstances are not without their impacts, frequently resulting in detrimentally impacted mental health, a sharp decline in physical health, and the perpetuation of these impacts passed to the next generation.

When looking at the issue of police violence against the Black community, the consequences on mental health are striking. As these tragedies begin to become more

Fact:

Only 4% of Mental Health providers in the U.S. are Black.

high-profile, we are seeing an increase in the signs of PTSD and anxiety among our Black communities. Since the events in Minneapolis, depression and anxiety in Black Americans has increased by over 20%[3]. Indeed, poor mental health can affect your ability to maintain stable employment, healthy relationships, and overall well-being. Generally speaking, a remedy to mental health distress is of course mental health services. Yet here too we see remnants of systemic oppression. While Black Americans are more likely to report severe emotional distress, only around 33% will ever receive any form of mental health intervention services, compared to a national average of 45%[4]. The factors contributing to this range across a broad spectrum including:



- ***Stigma***: a study conducted in 2014 found that African Americans were very concerned about seeking mental health services due to the stigma associated with having a mental health issue and receiving treatment[5].
- ***Access to culturally appropriate treatment***: For instance, as of 2015, only 4% of mental health providers in the U.S. identified as African American[6]. Misdiagnosis was also found to be common amongst African Americans, with evaluation often neglecting to include key contextual factors of the Black experience in America[7].
- ***Access to quality care:*** Black Americans are less likely to have access to mental health services in their community, less likely to receive best-practice treatments for depression and anxiety, and more likely to report receiving poor services during treatment[8].

CONTEXTUALIZATION

The Flagstaff community is not immune to the impacts of systemic racism and oppression towards the Black community, nor are we immune to its impacts on mental health. The issue at hand is that Black individuals and communities experience mental health issues as a result of racism and oppression at very high rates with severe consequences, and the services in place have historically fallen short when it comes to addressing said mental health impacts. Therefore, the conversation around mental health in the Black community of Flagstaff is one that must be addressed on two fronts: reactive and preventative measures. Reactive measures include addressing the disparities in mental health treatment services for our Black community. How do we increase access and quality of care? How do we address stigma? How do we ensure our services are culturally competent? Yet should we seek to see long-lasting improvement we must also address how to prevent such detrimental impacts on the mental health of our community in the first place.

Improvement comes with increasing awareness, identifying what contributes to the mental health impacts that accompany living while Black, and addressing those contributing factors head on. By acknowledging the impacts that systemic oppression has on our community in Flagstaff, addressing that system, and ensuring our safety net of mental health services for the Black community are effective, respectful, and easily accessible, we can seek to finally close the gaps of disparities in the arena of mental health for our community.

KEY QUESTIONS

- WHAT do you feel are the primary concerns facing the Black community of Flagstaff regarding mental health?
- IS mental and behavioral health an important aspect of healthcare and service to fund and provide for the Flagstaff community? Why or why not?
- DO we need resources within the Flagstaff community to specifically address the mental and behavioral health needs for the Black Community? Why or why not?
- WHAT resources are you aware of within Flagstaff specifically addressing mental and behavioral health for the Black Community?
- HOW important is it to you that mental health service providers come from the same cultural or ethnic background as you and why?
- WHAT have you personally seen as a barrier to seeking mental health services in Flagstaff?
- WHAT does culturally competent care look like to you?
- WHAT do you feel needs to change in order to ensure continued positive development of the Flagstaff community in this area?
- WHAT does change look like to you when it comes to Mental and Behavioral Health?
- WHAT communities online have you found helpful for mental health and overall support?
- WHAT mental health resources in Flagstaff have helped you or a friend the most?

Resources

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COMMUNITY FORUM OUTCOMES

Among primary concerns facing the Black community in Flagstaff regarding mental health, participants noted the following:

- Perceived invisibility creates a sense of the needs of Flagstaff's Black community being insignificant
- Hindered emotional development; one participant noted that particularly in romantic relationships, Black men experience a lack of expressiveness, as until recently "we weren't really able to do that"
- The perception that Black vulnerability is dangerous
- Stigmatization of mental health in the Black community, and the limited understanding of Black mental health outside of the community

Mental and behavioral health were identified as key aspects of services needed within the Black community. It was noted that there are seldom resources where Black consumers can experience understanding and impactful treatment of mental health concerns. With a lack of representation in mental and other healthcare professions, there is a sense of discomfort that remains internalized. Participants spoke of the challenges faced as Black consumers who, when seeking treatment and care, become the primary source of education to their caregivers. A great deal of emphasis was placed on the mental and emotional strain of Black identity.

Discussion regarding trauma informed care, and the historical and present-day trauma of Black identity, yielded interesting insights into the Black experience in Northern Arizona and the American west. It was noted that during the Great Migration, Blacks moved into the area of Northern Arizona to escape the oppression of the Deep South; Blacks migrated west to pursue work, particularly in the lumber industry. Yet here in Flagstaff, while a Black family could move and find jobs, this did not mean it was any less segregated, oppressive, et cetera. The enduring history of traumatic Black experience creates voids in the broader community where Black voices are seldom heard.

The concern regarding representation emerged again during discussion of resources within the Flagstaff community to specifically address the mental and behavioral health needs of the Black community. While participants noted that exact sameness is not a necessity, the perception of "differentness" and "otherness" within the community creates major issues for Black community members seeking care. Noted concerns included:

- The perception of "**gaslighting**" 'when it comes to addressing Black concerns
- The added emotional weight of having to explain issues particular to the Black community in order to receive treatment
- Statistical data points reflecting the under diagnoses and delayed care of Black consumers

Regarding resources in Flagstaff, participants were unaware of any resources specifically addressing mental and behavioral health for the Black community. While participants noted that mental health service providers need not come from the same cultural or ethnic background as the individual seeking care, having similar backgrounds creates a sense of ease in care and has other health benefits. The

discussion of shared or similar backgrounds yielded further discussion of the perception of "whiteness" as "the norm." Participants noted trends in general discomfort with seeking or receiving services from professionals of color, as the majority (in this case, representative of European Americans) determines what is perceived as "normal" and thus what is perceived as comfortable. It was noted that while Black consumers must typically adapt to nonrepresentative care, others do not see the issue because they share the same background and culture as the majority of care providers.

Positive change in this area included the following:

- Improved cost of living to retain professional talent of color
- Increased resources specifically addressing mental, behavioral, and other medical health concerns within the Black community
- Intentionality in recruitment, to seek and retain professionals of color
- Implicit Bias training within Flagstaff Medical Center and other healthcare provider offices

INSIGHTS FROM LIVED BLACK EXPERIENCE FOCUS GROUPS

In addition to the six community forums, the Lived Black Experience CommUnity Coalition sponsored a series of smaller focus groups aimed at creating connections with various **community gatekeepers**. The goal of the focus groups was to create increased opportunity for community input, engagement, and the sharing of historical knowledge to drive the ongoing conversation of future engagement with the Black community of Flagstaff.

Focus Group Structure and Guidelines

The LBE Focus Groups consisted of smaller sessions held both in-person and telephonically. In-person groups engaged social distancing and mask wearing in light of the COVID-19 pandemic.

During each Focus Group, participants were asked a standardized questionnaire to facilitate uncensored dialog. The questions included:

1. How do you feel, as a Black person, living in Flagstaff? (i.e. comfort, unease, unsure, etc.)
2. What is it like, experientially, to live in Flagstaff, as a Black person?
3. What *was* it like to live in Flagstaff as a Black person? What history can you share? What has changed, for better or worse?
4. What needs to change in Flagstaff, as it relates to the Lived Black Experience?
5. What does change look like to you?
6. What views and perceptions do you see that impact or impede progress in the Black community of Flagstaff?

It should be noted that while questions during the focus group were specifically directed toward the Black community and experience, all were welcome to attend and participate in the groups.

Focus Group participants and invitees included (listed alphabetically):

- Coconino County African Diaspora Advisory Council
- Collegiate/Black Student Union student focus groups (including invitations to NAU and CCC)
- Community gatekeepers and elders
- First Missionary Baptist Church
- Flagstaff NAACP
- Flagstaff Unified School District student focus groups
- Harbert Chapel A.M.E.
- Kuttz Barbershop and College
- Riverside Church of God in Christ
- Springhill Missionary Baptist Church

Following are highlights from the various community discussions. The below summary attempts to record repeated themes only once. As many participants requested or preferred anonymity, names are not associated with comments to preserve the protected identities of speakers.

HOW DO YOU FEEL, AS A BLACK PERSON, LIVING IN FLAGSTAFF? (I.E. COMFORT, UNEASE, UNSURE, ETC.)
Comfortable. There has been change, but I feel comfortable in this community. I feel safe. I feel supported. When you're born and raised here, Flagstaff is a place where people know you.
I used to be comfortable, but there are a lot of hidden agendas in how the City has grown and who is "in" and who's not.
Growing up it was more comfortable, but now I'm kind of unsure. Racism is everywhere, even in little Flagstaff … Because I was born and raised here, I'm comfortable, but people make me unsure. I'm more unsure now than growing up.
Growing up here it was comfortable; that has changed in the last four years, with the oncoming of the new President. I won't blame it all on him … but racism has gotten […] more out there. It's gotten more uncomfortable over the past few years, but basically in my experience you don't see a lot of racism in Flagstaff because the community is so diverse. But still, I fear for my grandchildren and for my son and daughter, especially with my son being a Black man. I fear for them in the time's we're living in.
I moved from Southern California to work for the state and was the only Black person in the building. I feel at ease but I have been stopped twice I believe because of my color. The first time I was stopped by the police, when I asked why the reason given was, "Because I can."
I feel uncomfortable and unsafe. I was stopped once, and I know I was being profiled. People aren't used to diversity here.
I have gotten used to being racially profiled. Racial profiling happens every day here, and for that reason I am not at peace here.
I feel thankful. I feel commanded to love people. I don't care about the politics – the Word is my handbook.
Times have really changed.
The only difference is now they're killing us. Back then they would just beat you really bad. I'm just trying to live a better life. I feel uncomfortable living in Flagstaff, and grew up here.
My husband is Black and had a good experience living here, but his daughter came here and had a terrible experience.
Until I started attending my church, I only saw maybe two, possibly three, people of color.
It depends on where I go. When I'm at the Murdoch Center or doing community events, I feel accepted. When I'm at work or out in public, especially if I dress a certain way or wear my hair a certain way, I feel uncomfortable but I've also become

accustomed to it.
When I first moved out to Kachina, I felt incredibly uncomfortable. It's gotten a little easier, but there's also been a shift in the population there. I would say I always feel a general sense of unease, and on guard for confrontation and looks.
I'm not a Black woman, but I can relate to a sense of discomfort.
I feel more uncomfortable since the Black Lives Matter movement, with fear that people might see me as a threat. I had white neighbors that I could speak to who won't speak to me now. I'm fearful that someone will say something to me or do something to me.
There was an immediate shift when Trump was elected. The night the results came in, I felt that fear of who might now feel the courage to say something [racist] to me who didn't have it before.
I feel a greater sense of having to appease law enforcement and not be perceived as a threat.
It's more comfortable here than where I'm from. People tend to stare and think we're going to say something about Black Lives Matter. I feel more comfortable here than I do at home.
I've lived here since I was 7 … I feel like living as a Black person in Flagstaff and living as a Black person on NAU's campus are two different things. NAU has quotas to fill … we still attend a PWI, but it's nice to see other people who look like you on campus. I do also wonder for people who don't have these connections, is there anybody out there who feels completely isolated.
It's very stressful and nerve wracking to be a Black person in Flagstaff. It was very hard my first semester. It was disappointing to see that there weren't more people like me. As soon as I found spaces like BSU, I felt much more comfortable staying here because I felt connected to something, because Flagstaff doesn't have spaces just dedicated to Black peace and Black experiences.
Sometimes it feels like it's a very sketchy area. [Finding spaces] like BSU or Soul Sugar … helped influence me to stay.
I feel like coming from a big city like Phoenix, even though there's a smaller number it feels more like community [on NAU campus]. I felt not as isolated as I was in Phoenix. We had to fight for safe spaces in my high school. It's been a lot better.
My experience in Flagstaff was a total culture shock [coming from the South-Central LA area]. It took me a while to be comfortable. BSU kept me in Flagstaff; I did not feel comfortable here all of Freshman year, but BSU made me feel like I belonged.
It feels like a stigma lately for folks to ask me "how I'm doing with this whole Black Lives Matter situation." It helps my mind more understand that there is a true...divide. BSU is home for the youth of black individuals in flagstaff. We try our hardest to make it feel as so.
I have felt insecure in my skin once here. [I never] wanted to feel that again. I know that I'm not alone in that feeling so utilization of groups that make you whole is great. Such as, Ladies of Truth, BSU, and Soul Sugar Open Mics.

I feel a lot of personal frustration in Flagstaff … It's so brazen now with the clique-ishness. I go into [areas] where you would see nothing but Black people, and now there seems to be everything but Black people.
Despite being from here, [people] make you [as a Black person] feel like an outsider. Social media has a lot to do with it. I don't really socialize a lot with the outside world and it could be I don't [know about the cliques] because I don't engage with that. I don't see a lot of color … I do know it's clique-ish in Flagstaff. If you're not from here, you're left out.
People want to keep this a small town. A lot of the clique-ishness comes from people not wanting to let go of the small-town feel.
Flagstaff grows when it wants to grow and for whom it wants to grow. There's a feeling of the have and have-nots. The new people who move to Flagstaff don't want to know about the history because they want to make it what they want it to be. The Pioneer Museum did not know anything about [the Black community].
I'm still relatively new, and I enjoy the secluded area of Doney Park. I am comfortable with the serene surroundings.
I haven't had problems; I am happy to be here.
If more of the population was educated about the African American experience, the more comfortable they would be around Black people. There is a perception of Black people as doing bad things. More positive experiences would equal more comfort living here.
It hurts that they took Cogdill away from us, away from "the Hood."
More so now, we feel like we are outcast in our own communities.
Sometimes I feel like I'm the spokesperson for my race. Maybe because of BLM and our current political climate, I feel like I'm constantly being asked questions … about my hair, about Blackness. A lot of people do approach you here because evidently we're not seen. A lot of times people approach me it seems like just to get a rise [out of me] … it is different treatment, because [people] don't approach anyone else to [ask those kinds of questions].
We were canvasing and had a bunch of Trump supporters drive by and went out of their way to be rude. I had my car towed and it was surrounded by Blue Lives Matter vehicles. The man who was supposed to help me was rude and wouldn't look me in the eye.
What shocked me [at a local canvasing event] was when the organizer said, "Be careful, because some of these [Trump] supporters might follow you home." In that moment, it was suddenly put right in front of my face. It was nothing I ever had to deal with back home. Back home … you had to squint to see it, but here it can be right in your face.
My third year I was living with someone, and they would ask me things like "How would you feel if a white person tweeted the N word?" I felt like they just wanted to feel woke and make themselves feel better. I would give them answers but it would make me feel uncomfortable. My dad just got his car towed, and he experienced something similar; the individual at the towing place was blatantly rude, and my dad is a very outspoken individual and I was worried for him … It's definitely not something I have experienced back home, because back home is minority majority, but living in Flagstaff has been an experience.

When the movie Get Out came out, it felt like that movie was made for me because in that film, the horror is the "nice" racist white people. And I feel like I encounter veiled/hidden anti-Blackness and microaggressions a lottt [sic] in Flagstaff.
I am Mexican and come from New Mexico, which is very [minority-populated]. Coming to Flagstaff I felt very out of place. It was very scary and I wanted to leave. The more I put myself out there, the more I found people like me and that made me want to stay. It was finding people who experienced the same things I did and understood what it was to be a people of color.

WHAT *WAS* IT LIKE TO LIVE IN FLAGSTAFF AS A BLACK PERSON? WHAT HISTORY CAN YOU SHARE? WHAT HAS CHANGED, FOR BETTER OR WORSE?
It's completely different, and it doesn't have to be. It's as if a Black population did not live here … like an old Hispanic population did not live here. And these are the people that worked the forest and the sawmills. It's like that never existed. There used to be a sawmill on Route 66 in La Plaza Vieja. Black people lived in the Adobe Quarters. Aspen Place was built on the historic logging pond and sawmill. People want to think they've created something new; the Black community created a lot of what we have now. When the "haves" decided that they wanted beautiful houses back in the forest and isolated areas, the spotted owl became an issue and that became the end of Black employment.
I have memory of the Log Road from […] Happy Jack, Arizona. The men would go to cut logs, and the road was so red from the Camp, you could run your hand down trucks coming down the road and eat the red dirt.
Black people had a very instrumental and interesting beginning in Flagstaff.
When men to service in WWII, all the women left behind stayed in the boarding houses when everyone was gone. We had Black cafes, juke joints, and everything here in Southside.
We all lived in the Adobe Quarters or down on O'Leary Street, which was a mixed population with Mexican and Black folk. By O'Leary was primarily Black, La Plaza Vieja was primarily Hispanic, and in between it became very mixed. But none of us lived north of the tracks. The Locketts and the Johnsons may have been the only ones to live "over there." Mrs. Lockett told me the story of how they were able to find a lot and purchase it without anyone knowing they were Black. They told the Johnsons, who were living on campus, and helped them purchase there.
There was school segregation, too. Emerson School, located where the Flagstaff Public Library currently sits, was the "elite" white school. The Dunbar School, located where the Murdoch Center now sits, was a segregated Black school. South Beaver School was Hispanic, and Kinsey School was Black. We didn't have bussing. When we moved to the Brannon Home Projects, the football and basketball coaches protested because the Black boys couldn't get to practice; they went to the School Board and demanded a bus be sent to Brannon Home, because otherwise the Black children could not get to school. When busses started, students of color got sent out to traditionally white schools; there was not bussing of white students into traditionally Black schools.

I grew up in the 60s and 70s in Flagstaff. I knew there were areas of Flagstaff where I couldn't go. If I went to a white classmate's home, my parents had to sit outside because they were afraid of what might happen. Things didn't get better in Flagstaff, they got worse. I remember when Little America first opened, we got told we had no business on their property. It made me angry coming home from [the Vietnam War] and finding that this wasn't my home. The 60s haven't changed Flagstaff, the 70s haven't changed Flagstaff, the 80s haven't changed Flagstaff, the 90s haven't changed Flagstaff … and we wonder why we're tired.
There used to be more cohesiveness in the Black community.
When I first moved here, it was a huge culture shock. I was like one of two Black people in my high school, and one moved away. It's been better because there have been more Black people coming and being able to connect, but there's still a feeling of isolation.
People leave, that's the biggest thing. Flagstaff is such a transient place because there's no real job market. It can be demoralizing to be here and be isolated for so long, so people will leave. My family's close family friends got tired of it and just left. [Deborah Harris] is one of the only Black people I know who has put down roots in Flagstaff. Everybody is looking for the next big thing and looking for a reason to leave.

WHAT NEEDS TO CHANGE IN FLAGSTAFF, AS IT RELATES TO THE LIVED BLACK EXPERIENCE?
The original Black people who are here are older and comfortable; the younger generation coming in are the go-getters. The people who have come are making it known that there needs to be a change. The older Black population doesn't have their comrades to make their fight.
There are a lot of Black people, but they are mixed "in the crowd." We are "hidden."
As a younger person, growing up in a well-known family I only needed my family. There was only one of you in class. People in college seemed surprised to find that there were Black people in Flagstaff. You feel so hidden in Flagstaff, it's like nobody is really checking for you. New people see you, and some want to know the history and see what it's like to be of a different culture in a small town.
There was a sense of Black people needing to "blend in."
Flagstaff needs to be more inclusive and accepting of all people. The more visibility the better. Black culture is awesome but if you've never experienced it you can't know how to [engage].
We used to have corporate prayer where all the churches would come together. This hasn't happened in a while. We need to stay focused spiritually.
We need to accept the time we're living in right now.
There need to be more positive experiences with police officers and City representatives. More positive interactions would be good.
As a student at NAU, I feel the most Black at church. Outside of church I don't have a community here.
We need to give young people somewhere to go. If you're not a part of the church, you're not part of anything. They don't have anywhere to go, which leads to them

getting in trouble. Back then we had people to look up to, especially at Cogdill.
People need to see each other as people, not defined by their race.
The profiling and prejudice needs to stop. I've been dealing with racism all my life. It starts at home. I try to teach my kids to love everybody. People need to be taught that racism is wrong.
What we're seeing in our community now stems from systemic racism. Remember that what was done to Native peoples happened to us, too … We get stripped of our language and identity.
As a white person I find myself ashamed of the way we act.
We need to keep having these conversations and sharing our identities.
We need to be able to have Black representative products, including Black beauty salons.
I would like to see more connection with other Black people in this town. More community gatherings to help people connect.
I feel we need representation. I also feel systemic change needs to be there. At this point racism has been perpetuated for so long, it's intrinsic to the system.
Job opportunities. I don't see myself spending my money here. It's not growing as a community.
There aren't job opportunities. We have formed a community, but it needs more culture. I feel like the only time I see another person of color it's an Indigenous person getting harassed by the police.
I really enjoy the natural landscapes and summer weather [but] I feel like there is not much for me here either.
We only have one outpatient mental health facility. In this small town it gets filled up pretty quick. So the only option we have to turn to is NAU mental health services.
I would feel better staying in this town if I could stop seeing the police state. I cannot go anywhere in this town without seeing a cop. It's especially saddening to see them continually harass the homeless population. I feel the lack of representation within the force and town causes over-policing black and brown persons.
We need more culture here. Everyone who came here has stayed here so their knowledge of what's outside of here is limited. Flagstaff is very faux liberal … the more you're here, the more you see it change.
I've been working with my former high school, and as someone who went to other Flagstaff schools, there's a lot of work to be done. It doesn't make sense to me that Flagstaff is so aggressively white and faux liberal … It's like there's defensiveness about it.

WHAT DOES CHANGE LOOK LIKE TO YOU?
There are younger generations who want to know about their history and the history of Flagstaff, and those who could tell them are gone. There's a need to sustain the history that would otherwise be lost.
Have a community meet and greet. We need to learn and know ourselves. The Black community feels divided.
I'm having a lot of ideas … a museum, a community center, a youth center, a

community cook out, economic business investments. I noted down, "reaching out of the past and moving ahead."
If I was going to push for one thing, that would be my push, that there should be a museum of African American history in Flagstaff.
As a community, we need to find ways to build community … to create more positive Black community. I know Flagstaff has a history of a lot of Black people who have disbursed over time; we need to rebuild the community.
We have to work toward reestablishing community, through activities that are free of political associations.
We need to start conversations to unearth the unseen issues and help cultivate a community where all people can feel comfortable, included, and attended to.
Being able to go outside and not having my fight or flight ramped up, and not feeling pressured to educate people all the time.
Community and work spaces where, when we share our lived experiences, they're not seen as a threat or invalidated.
I want to see people educated, and to see the ingrained bias that children are taught erased.
I would like to see more Black owned businesses in Flagstaff.
There needs to be more education about local resources, and a building of engagement with events where people can be educated.
More Black owned businesses. Kutz Barber shop and Ms. Deb's Murdoch Center is the only two beautiful black routes.
I would consider staying here if it was less expensive, actually liberal, [and had] more Black spaces: hair stores, salons, restaurants, community buildings, [et cetera].
Defunding the Flagstaff Police and diverting resources to mental health resources and health care and education. Also having the Police Department go through Implicit Bias and bias training. With those mental health resources, hiring Black therapists who will relate to Black patients who are dealing with things a White therapist won't understand or be able to relate to.
We need more places to find the black community. Besides the churches, it's difficult for black students to find the Black community members.

WHAT VIEWS AND PERCEPTIONS DO YOU SEE THAT IMPACT OR IMPEDE PROGRESS IN THE BLACK COMMUNITY OF FLAGSTAFF?
I don't think Black people support Black people, in general.
Everything on San Francisco St used to be Black owned; you feel like a foreigner when you go down there now.
We are not visual/visible within the community. You have to been or have something out there about you that people can see.
There used to be a beauty shop, and other Black businesses. Now everyone is professional and created a different lifestyle.
Political climates and party divisions have spilled over into communities. This creates segregation, as does the lack of corporate prayer and community. This causes us not to seek opposing views for engagement, but instead to isolate from those we see as

different.
For Black youth, there is a sense of being disconnected. I have developed my own community, but it took a long time. The [NAU Office of Inclusion (IMQ)] has worked to dispel feelings of isolation. People can't find the Black church or the Black community. A group called Soul Sugar has been having open mic nights and trying to host prayer times to meet the spiritual needs of younger Black people. We are lacking the connection to the spiritual guidance from our mothers and grandmothers.
The shifting Black community is the result of the population decrease due to lack of employment opportunities, for youth in particular. In recent years, there has been regrowth with incoming Black professionals at NAU, medical fields, et cetera; with this there has also been an influx of issues with police and other systems, especially with the suggestion that because Black numbers are small, Black narratives are insignificant.
People of color are struggling with economics; community resources and services have been stripped. Black people have been trained how to behave, and being uncomfortable is something we've been conditioned to accept. African Americans are taught to dislike each other.
A lot of what we have in the community are segregated functions. We need more integration, while keeping our history.
Systemic racism has created a system where we [as Black people] hate each other. It's become a cultural thing [for all people] to disrespect each other. We need to take conscious control of how we're represented.
Inaction stands in the way – people who don't see it as their problem or the idea of being color blind, which negates our struggle.
We need to have a conversation around the term racist; people need to learn to address the behavior without taking the term personally.
There is division, within the Black community, that doesn't allow us to have connection with ourselves. We need to stop using personal history to allow us not to support each other.
I think the cost of living is probably another huge barrier. Because even if I settled for a job in Flagstaff that's kinda outside my desired field, could I afford to stay? Probably not.
There's a white and privileged mentality that you see everywhere. It restricts our ability to be comfortable with ourselves. I'm so tired of it. I believe we're on Indigenous land, and it doesn't make sense that there are so many white people here.
Working in this town is terrible. Working in customer service is already terrible, but working in customer service in Flagstaff, where everyone feels entitled to everything, is a lot. It might have to do with where people are from and settling here … There's a white superior mentality. I feel like someone needs to voice this and maybe we can start.
I think we need to band together as a community. [As suggested by Mr. Brown], creating a guide or directory to Black businesses, it's like, why don't these things exist? Because we don't have these cultural touchstones, we seclude ourselves. It's enhanced by us not reaching out and uplifting each other.
It's the lack of culture that keeps me from wanting to stay here. That might be why the diversity rate on campus is so low. The first thing my mind went to was the Native

American community and how their history was shut down. There's a colonialist mentality … if you land here, you own this space, if you kill enough people you have control over it. If we're going to make any forward progress, we need to get beyond this territorial mindset and understand it's not always about taking as much as you can.
I definitely think that if [there were] more people of color that were here in Flagstaff, I would feel more comfortable staying and being here in general.
There's no regular meeting space for the community.
As someone who is Black and Mexican, I feel like there is not enough representation of people of color. More culture and representation in Flagstaff would make me feel so much more comfortable being here.

CHAPTER 3:

GOALS, POLICIES, AND STRATEGIC PRIORITIES

GOALS, POLICIES & STRATEGIES

Goals and policies in the Flagstaff's Forgotten People (FFP) Strategic Plan aim to specifically address issues and concerns facing Flagstaff' Black community via methods that simultaneously advance the goals and priorities of the City of Flagstaff while encouraging a more complete fulfillment of the City's mission, vision, and organizational values. Goals are presented both broadly and specifically in line with the various levels of need within the Black community of Flagstaff, aiming to ensure continued viability for the next 10- to 20-year plans for development and engagement by Council. Strategies presented within this plan represent ideas that may help achieve desired outcomes.

City Council Mission

The Lived Black Experience CommUnity Coalition believes that to fulfill its mission "to protect and enhance the quality of life for all," the City of Flagstaff must take deliberate action to address the needs and concerns of the Black community.

City Council Vision

The City Council has stated the following vision for the City of Flagstaff:

> *The City of Flagstaff is a safe, diverse, just, vibrant and innovative community with a unique character and quality of life for all. The City fosters and supports economic, environmental, educational and cultural opportunities.*

It is the belief of the LBEC Coalition that until the City of Flagstaff recognizes the contributions of its historic Black community, and takes steps to ensure continued engagement and enrichment of this community, this vision cannot be fully realized. The aim of the FFP Strategic Plan is to provide various mechanism through which the City can proactively engage the Black community, thereby furthering what we believe to be an admirable and worthy vision for all of Flagstaff's citizenry.

Goals Overview

The goals outlined within this plan represent the desired results envisioned by the Black community of Flagstaff, in partnership with the LBEC Coalition and Flagstaff's City Council, with the commitment of both Council and the community. These goals represent four primary areas of focus:

I. Community Development

To grow and strengthen an equitable, resilient, and thriving Black community through economic advancement, increased access, and the recognition and preservation of

the historic and developing Black community of Flagstaff.
Representation & Preservation / Economic Inclusion & Impact / Race, Space & Segregation

II. Community Engagement

To partner with the community to develop, improve, and sustain relationships that guide solutions addressing social, cultural, and economic determinants of access, public consideration, education, advancement, and care.
Representation & Preservation / Mental & Behavioral Health

III. Community Infrastructure

To intentionally partner with the Black community to develop ongoing programs of education, celebration, and economic development, with a direct focus on recognizing the need for public spaces and places directed toward such engagement.
Youth Perspectives & Concerns / Race, Space & Segregation / Mental & Behavioral Health

IV. Community Outreach

To enhance public transparency, accessibility, economic equity, and social justice within the Black community of Flagstaff in order to enable a more holistic approach to Flagstaff's long-term developmental goals that is cognizant of the potential impacts to all aspects of its community.
Social & Criminal Justice / Representation & Preservation

Policies Overview

Policies represent a deliberate system of principles and actions intended to guide decisions and achieve the stated goals of the FFP Strategic Plan.

I: Community Development

Goal I: To grow and strengthen an equitable, resilient, and thriving Black community through economic advancement, increased access, and the recognition and preservation of the historic and developing Black community of Flagstaff.

Policy I.1: Create opportunities where new businesses and economic opportunities can contribute financially to community growth and development.
Policy I.2: Create greater awareness of programs and opportunities that support the development of economic drivers specifically focused within the Black community.
Policy I.3: Support investment in the Black communities of Flagstaff that address longstanding issues and community concerns including home ownership, housing affordability, job development, historic preservation, et cetera.

II: Community Engagement

Goal II: To partner with the community to develop, improve, and sustain relationships that guide solutions addressing social, cultural, and economic determinants of access, public consideration, education, advancement, and care.

Policy II.1: Enhance visibility of the Black community through events, cultural celebrations, educational opportunities, and historic preservation.
Policy II.2: Examine opportunities for access to community-specific care, including culturally specific health resources, education, etc.
Policy II.3: Engage in continued and ongoing conversation with the Black community via public forums, the establishment of a culturally specific commission, and the development of a community partnership to continuously solicit input, feedback, and awareness.
Policy II.4: Ensure engagement activity remains at all times inclusive and cognizant of the diversity within the community, to the greatest extent possible allowing equitable opportunity for civic engagement.

III: Community Infrastructure

Goal III: To intentionally partner with the Black community to develop ongoing programs of education, celebration, and economic development, with a direct focus on recognizing the need for public spaces and places directed toward such engagement.

Policy III.1: Expand capital improvement, economic development, and workforce investments to maximize and maintain growth within the historic Black neighborhoods and communities of color in Flagstaff.
Policy III.2: Utilize various community and economic resources to create new and support existing centralized, publicly accessible spaces dedicated to the engagement of the Black community and the support of cultural and artistic spaces.
Policy III.3: Provide funding and other community resources to the establishment of programs providing ongoing education and engagement opportunities with the historic Black neighborhoods and communities of color in Flagstaff.
Policy III.4: Utilize infrastructure development to address regional disparities, access imbalances, and the ongoing rural-suburban-urban divide.

IV: Community Outreach

Goal IV: To enhance public transparency, accessibility, economic equity, and social justice within the Black community of Flagstaff in order to enable a more holistic approach to Flagstaff's long-term developmental goals that is cognizant of the potential impacts to all aspects of its community.

Policy IV.1: Cultivate community partnerships by promoting civic engagement and outreach initiatives between local agencies and the historic Black neighborhoods and communities of color in Flagstaff.
Policy IV.2: Recognize the historic disparate impact of community policing and criminal justice system policies on communities of color, and actively engage both

public and private agencies and community partners to examine, review, and revise policies, programs, and procedures that may preserve and sustain such impacts.

Policy IV.3: Actively engage the Black community of Flagstaff in ongoing dialog, to ensure visibility, cultural inclusion, positive representation in civic discourse, and an ongoing presence in the public discourse of city development.

Strategic Overview

The strategies presented in this plan are suggestions and ideas directed toward the achievement of the goals and policies listed above. These strategies are the direct result of community engagement, having been compiled from community dialogs, public participation, focus groups, community gatekeepers, subject matter experts, etc. Strategies are identified and categorized by the goals and policies they further, as well as the strategic focus areas identified during the community forums held in conjunction with the City of Flagstaff. Because many strategies interconnect across recommendation areas, we recognize that similar ideas may be presented in a variety of areas.

I: Community Development – To grow and strengthen an equitable, resilient, and thriving Black community through economic advancement, increased access, and the recognition and preservation of the historic and developing Black community of Flagstaff.

- Provide funding to the development of Black business ownership and entrepreneurship, as well as education and support resources to Black entrepreneurs and innovators within the Flagstaff community ***[RP/PI.1, PI.3]***
- Provide funding and other support mechanisms for the celebration and recognition of Black food, art, and cultural traditions ***[RP/PI.1, PI.3]***
- Create publicly accessible preservation resources, including an oral history database, a Black cultural walking tour, and public access to the various special collections and records pertaining to Flagstaff's historic Black community ***[RP/PI.3]***
- Provide wrap-around services via agencies and/or other community mechanisms focused on helping individuals—particularly those of color—to acquire business licenses, City and County registrations and permits, and provide matching funds for successful completion of business development educational programming ***[EI/PI.1, PI.2, PI.3]***
- Ensure equitable access to mentorship, business resources, and other help agents and/or agencies ***[EI/PI.1, PI.2, PI.3]***
- Provide community and funding support for nontraditional business development and entrepreneurial endeavors ***[EI/PI.1, PI.2]***

- Solicit the development of traditionally Black-servicing businesses and resources, including hair salons, beauty shops and parlors, food services and restaurants, etc. ***[EI/PI.1]***
- Create and market visible representation of the Black community through mechanisms such as walking tours, marketing, and public and visible recognition of locations that are representative of Flagstaff's historic Black community (including historic Green Book locations, Buffalo Soldier encampments, historic homes and community centers, etc.) ***[EI/PI.2]***
- Create a nexus hub, such as a Black community website, where Black-owned businesses can be recognized, discovered, and accessed ***[EI/PI.1, PI.2, PI.3]***
- Create a co-op where leaders in Black business can help provide visibility and resources for economic development ***[EI/PI.1, PI.2, PI.3]***
- Create a centralized marketplace, run once a month out of the historic Murdoch Center, as a launching pad for Black businesses in Flagstaff ***[EI/PI.1, PI.3]***
- Develop programming such as a "Third Thursday" program, hosted through the Murdoch Community Center, to provide an opportunity for community members to engage with the Black community and Black economic drivers ***[EI/PI.1, PI.3]***
- Provide various public educational opportunities to ensure all community members are aware of and properly educated in resources and programs available for economic development ***[EI/PI.1, PI.2, PI.3]***
- Develop a dual position Black Community Liaison and Murdoch Center Executive Director, selected via a joint City of Flagstaff and Southside Community Association selection committee ***[EI/PI.1, PI.3]***
- Recognize, via proclamation or other public issuance, the fact that barriers to Black community development, inclusion, and space access existed, and continue to exist, that must be overcome for the benefit of the full Flagstaff community ***[RS/PI.2, PI.3]***
- Focus on the development of equitable, affordable housing and homeownership opportunities for Black and other communities of color, recognizing the historical impact of systemic racism enacted via redlining, blockbusting, and other programs that denied housing and other economic resources to various citizens on the basis of race ***[RS/PI.3]***
- Homeownership opportunities with centralized services localized within the historic Southside neighborhood ***[RS/PI.3]***
- Recognize that development undertaken by the City must remain cognizant of maintaining the historic communities occupying areas of development ***[RS/PI.3]***
- Actively support the recruitment of diverse medical, behavioral, and mental healthcare professionals ***[MB/PI.1, PI.3]***
- Consider and engage in thoughtful discourse regarding mechanisms for reparations within the Black community of Flagstaff, including consideration of community reparation programs such as the establishment of an equity fund and/or donations to and fiscal partnership with the historic Murdoch Community Center ***[RS/PI.3]***

Policy I.1: Create opportunities where new businesses and economic opportunities can contribute financially to community growth and development.
Policy I.2: Create greater awareness of programs and opportunities that support the development of economic drivers specifically focused within the Black community.
Policy I.3: Support investment in the Black communities of Flagstaff that address longstanding issues and community concerns including home ownership, housing affordability, job development, historic preservation, et cetera.

II: Community Engagement – To partner with the community to develop, improve, and sustain relationships that guide solutions addressing social, cultural, and economic determinants of access, public consideration, education, advancement, and care.

- Creation of an annual cultural festival, held in Heritage Square, aimed at bringing and sustaining knowledge of the historic, current, and future Black communities of Flagstaff ***[RP/PII.1, PII.4]***
- Engage the community in increased levels of activities during Black History Month, Juneteenth, and other significant holidays and events in Black cultural history ***[RP/PII.1, PII.3, PII.4]***
- Provide signage (including street names), plaques, murals and public art, and other public markers that recognizes, honors, and commemorates important figures within the history of Flagstaff and Northern Arizona [RP/PII.1]
- Enable the built environments of Flagstaff to recognize and reflect the Black presence ***[RP/PII.1, PII.3, PII.4]***
- Create mechanisms for the inclusion of educational programming aimed at inclusive representation, regardless of classroom makeup, recognizing that all cultures should be represented within the education system ***[YP/PII.1, PII.3, PII.4]***
- Develop partnerships with NAU fraternities, sororities, and panhellenic organizations to offer mentorship, community engagement, and the development of educational and enrichment programs ***[YP/PII.1, PII.2, PII.3, PII.4]***
- Provide sponsorship funding for ongoing community partnerships between the Black community and local businesses and community organizations ***[YP/PII.1, PII.2, PII.4]***
- Provide educational resources to combat both the stigmatization of mental health in the Black community and the limited understanding of Black mental health outside of the Black community ***[MB/PII.1, PII.2, PII.4]***
- Provide resources and mechanisms for trauma informed care specific to, and guided by principles native to, the Black community and other communities of color ***[MB/PII.2, PII.4]***

Policy II.1: Enhance visibility of the Black community through events, cultural celebrations, educational opportunities, and historic preservation.
Policy II.2: Examine opportunities for access to community-specific care, including culturally specific health resources, education, etc.
Policy II.3: Engage in continued and ongoing conversation with the Black community via public

forums, the establishment of a culturally specific commission, and the development of a community partnership to continuously solicit input, feedback, and awareness.
Policy II.4: Ensure engagement activity remains at all times inclusive and cognizant of the diversity within the community, to the greatest extent possible allowing equitable opportunity for civic engagement.

III: Community Infrastructure

- Install permanent markers and plaques to designate and commemorate the contributions of African Americans throughout the City ***[RS/PIII.2, PIII.4]***
- Create a central Black Community Center to ensure access to information and contact with the Black community of Flagstaff ***[RS/PIII.1, PIII.2, PIII.3, PIII.4]***
- Recognize the historical significance of Wilson Riles and ensure community knowledge of his legacy ***[RS/PIII.3]***
- Creation of a Black Cultural Center, utilizing the preexisting space and programs of the historic Murdoch Center, and recognition of the Murdoch Center as an historic cultural center for the education, preservation, and celebration of Flagstaff's Black cultural heritage ***[RP/PIII.1, PIII.2, PIII.3, PIII.4]***
- Restore, or memorialize, the Buffalo Soldier Museum ***[RP/PIII.2, PIII.3]***
- Provide broadband internet connectivity throughout the City, with intentional focus on the connectivity infrastructure within the historic Southside community ***[RP/PIII.1, PIII.4]***
- Examine and improve the cost of living to enable the retention of professional talent of color ***[MB/PIII.1, PIII.4]***
- Increase resources specifically addressing mental, behavioral, and other medical health concerns within the Black community ***[MB/PIII.1, PIII.2, PIII.3, PIII.4]***

Policy III.1: Expand capital improvement, economic development, and workforce investments to maximize and maintain growth within the historic Black neighborhoods and communities of color in Flagstaff.
Policy III.2: Utilize various community and economic resources to create new and support existing centralized, publicly accessible spaces dedicated to the engagement of the Black community and the support of cultural and artistic spaces.
Policy III.3: Provide funding and other community resources to the establishment of programs providing ongoing education and engagement opportunities with the historic Black neighborhoods and communities of color in Flagstaff.
Policy III.4: Utilize infrastructure development to address regional disparities, access imbalances, and the ongoing rural-suburban-urban divide.

IV: Community Outreach

- Develop various before- and after-school programs directed toward youth within the Black and other underrepresented cultural communities of Flagstaff ***[RP/PIV.1]***
- Establish programs of restorative, versus punitive, justice within the Flagstaff criminal justice system ***[SJ/PIV.1, PIV.2, PIV.3]***

- Introduce young, underrepresented citizens to the law for the purposes of recruitment, increased diversity, and to ensure understanding of how to engage with the legal system ***[SJ/PIV.1, PIV.2, PIV.3]***
- Provide ongoing, mandatory training for all employees within the criminal justice system (courts; police officers, staff, and personnel; etc.) in diversity, equity, inclusion, implicit bias, etc. ***[SJ/PIV.2]***
- Engage in ongoing review of laws and practices within the Flagstaff criminal justice system that perpetuate systems of institutional racism ***[SJ/PIV.2]***
- Develop community engagement programs between the Flagstaff Police Department and the Black community to foster positive relationships and engagements ***[SJ/PIV.1, PIV.2, PIV.3]***
- Partnership with the Flagstaff Unified School District for the development of clubs, groups, and other organizations for students of color in order to educate and inform them of various historical and current events of social and cultural significance ***[YP/PIV.1, PIV.3]***
- Create a strategic partnership between the Northern Arizona University Ethnic Studies program and the Flagstaff Unified School District ***[YP/PIV.1]***
- Reestablish the Flagstaff Youth Commission, ensuring that cultural representation is part of the organizational mandate ***[YP/PIV.3]***
- Provide future leader training opportunities via mentorship and partnership engagement through City Council and other City, County, and State leaders ***[YP/PIV.1, PIV.2, PIV.3]***
- Dedicated investment on the part of the City to youth programs highlighting and emphasizing participation among students of color ***[YP/PIV.1, PIV.3]***
- Provide implicit bias training to all professionals and staff within Flagstaff Medical Center, North Country Health Care, and other healthcare provider offices ***[MB/PIV.1, PIV.2, PIV.3]***

Policy IV.1: Cultivate community partnerships by promoting civic engagement and outreach initiatives between local agencies and the historic Black neighborhoods and communities of color in Flagstaff.
Policy IV.2: Recognize the historic disparate impact of community policing and criminal justice system policies on communities of color, and actively engage both public and private agencies and community partners to examine, review, and revise policies, programs, and procedures that may preserve and sustain such impacts.
Policy IV.3: Actively engage the Black community of Flagstaff in ongoing dialog, to ensure visibility, cultural inclusion, positive representation in civic discourse, and an ongoing presence in the public discourse of city development.

SC	Social & Criminal Justice
RP	Representation & Preservation
YP	Youth Perspectives & Concerns
EI	Economic Inclusion & Impact
RS	Race, Space & Segregation
MB	Mental & Behavioral Health

APPENDIX A:
GLOSSARY

GLOSSARY OF KEY TERMS

Below are key terms referenced within, or otherwise essential to, the conversations undertaken in this strategic plan.

Black/African American	This nomenclature, used interchangeably to denote people of African descent who live in the United States, has always been complicated by migration, forced enslavement, and a quest for freedom that began among Indigenous Africans who have been part of a forced Diaspora
Black Psychology	According to the Association of Black Psychologists (ABPsi) Black or African Centered psychology "is a dynamic manifestation of unifying African principles, values and traditions." The term and nomenclature of Black Psychology was developed in contrast to mainstream, Eurocentric (white-oriented) psychology which was inherently based in concepts of white superiority, resulting in what original conceptualist Joseph White defined as "erroneous conclusions" and deficient analysis of Black culture, tradition, cognitive development, and social needs.
Community Gatekeepers	Those who have influence or control over various initiatives within a community; gatekeepers are members of a community, viewed as community "insiders," with distinct—and often distinguished—understanding of the community's culture, climate, and political environment.
Defunding	The reduction of (typically police) budgets and subsequent reallocation of funds to crucial, and oft-neglected, community resources (e.g. education, housing, public health, youth services, etc.).
De-policing	Though typically defined as the retreat of officers from proactive law enforcement tactics, in the context of communal conversation this term was used to mean a reduction in what may be perceived as aggressive policing of community in deference to concepts such as "peace officers" and enhanced community resources.
Disparate Impact	In general, practices which are formally neutral yet disproportionately adversely affect one or more groups represented by a protected characteristic (e.g. race, color, religion, national origin, sex, disability status, etc.)
Diversity	Generally, the wide variety of shared and different personal and group characteristics among human beings. Diversity is both visible (color, gender, age, ethnicity,

	visible disability, and sometimes religion) and invisible (socioeconomic status, invisible disability, mental/behavioral health, religion, familial status, etc.).
Equity	The act of ensuring that individuals are provided with the resources they need to have access to the same opportunities as the general population. While "equity" and "equality" are often used interchangeably, there are key differences. "Equality" suggests uniformity, with even distribution among all people; what is equal, however, is not always equitable. "Equity" or "Equitability" suggests impartiality, with distribution made in such a way to "level" opportunities for all people; what is equitable is not always equal.
Gaslighting	A tactic in which one is manipulated, whether deliberately or undeliberately, by psychological means into questioning their own experiences, memories, perceptions, judgements, and even sanity. Gaslighting uses tactics such as contradiction, denial, misdirection, and misinformation to delegitimize one's beliefs.
Gentrification	Generally, the process of making a person, place, or thing more refined and/or respectable. Culturally, gentrification is the process whereby the character of a community typically representative of marginalized groups is changed by wealthier people, particularly of a majority group, moving in; this typically leads to what generally is perceived as "improvements" (housing, new business, etc.), but also typically displaces the current culture and community in the process.
(The) Green Book	The Negro Motorist Green Book was an annual guidebook, written and published by Victor Hugo Green, for African American travelers who faced discrimination, racism, and other hostilities on the road. The guide provided lists of resources, services, and places considered mostly friendly to African Americans. Flagstaff locations included the Du Beau's Motel Inn, El Rancho Flagstaff, the Nackard Inn, the Park Plaza Motel, Pearl Polk, Vandevier Lodge & Dining Room, and the Yucca Greyhound Café.
Inclusion	Authentically bringing traditionally excluded ("marginalized") individuals and/or groups into processes, activities, and decision- and/or policy-making in a way that shares power. Inclusion actively creates involvement and empowerment, whereby any person or group can be, and feel, welcomed, respected, supported, and valued to fully participate.
Institutional Racism	Institutional Racism describes forms of racism that are

	embedded into political and social institutions and discriminate, either deliberately or indirectly, against particular racial groups; institutional racism routinely and systematically advantages the dominant culture or ethnic group while disadvantaging and excluding others
Marginalization	The exclusion, ignoring, or relegation of a group to the "outer edge" of a group, society, or community. Marginalization devalues those who vary from the "norm" or "mainstream," at times to the point of dehumanizing them or otherwise categorizing them as deviant, regressive and/or inferior.
Reparations	The making of amends for a wrong one has done, typically by means of financial restitution to, or otherwise helping, those who have been wronged. Reparations are a traditional, well-precedented remedy to historic wrongs, including examples of the Holocaust, Japanese Americans, et cetera.
Representation	While representation often refers to the (traditionally negative) perceptions of particular groups represented in media, throughout this work "representation" signifies the presence, and recognition, of particular groups within a community, in a manner that acknowledges, celebrates, and makes efforts to positively include these groups in the development of the community.
Restorative Justice	An approach to justice in which those who have caused harm are engaged in a cooperative process to repair that harm, wherein the goal is for both the victim and the offender to discuss and share the experiences of what happened, who was harmed, and how to pursue repair of harm via consensus.
Segregation	The forced separation and discrimination against people of color—particularly those of African descent—through *de factor* (social custom) and *de jure* (legal practice) methods. Also called American Apartheid, and/or Jim Crow Segregation.
White Psychology	The disconnect that exists between what is in front of someone and what is conditioned through "institutional reinforcements." In context, this term refers to the ability of white individuals to dismiss the marginalization and cultural exclusion of people of color due to systemic, institutional indicators which suggest such marginalization and exclusion does not, in fact, exist.

APPENDIX B:
STRATEGIC PLAN CONTRIBUTORS

We offer deep thanks, gratitude, and appreciation to all the elected and appointed officials, professionals, and community members who contributed to Flagstaff's Lived Black Experience Strategic Plan:

City Council

Mayor Coral Evans
Vice Mayor Adam Shimoni
Councilmember Regina Salas
Councilmember Austin Aslan
Councilmember Jamie Whelan
Councilmember Charlie Odegaard
Councilmember Jim McCarthy

Southside Community Association Board

Deborah Harris, Executive Director
Pam Garcia
Khara House
Sandra McCoy
Elson Miles
David Rodriguez
Shirley Sims

Valeria Chase (non-voting member)
Coral Evans (non-voting member)
Frank Higgins (non-voting member)
Joshua Maher (non-voting member)

Policy Brief Writers (in order of presentation)

Pastor Gerald Richard
Rev. Bernadine Lewis
Warren Brown
Khara House
Dr. Ricardo Guthrie
Jermaine Barkley

Lived Black Experience CommUnity Coalition Member Organizations

Coconino County African Diaspora Advisory Council
NAACP Flagstaff Branch
Southside Community Association
Ethnic Studies (Northern Arizona University)
Phi Beta Sigma Fraternity, Incorporated
Sigma Gamma Rho Sorority, Incorporated

Historic Black Church Partners

First Missionary Baptist Church – Pastor Jeffery Kennedy
Harbert AME Church – Pastor Corey Moore
Riverside Church of God in Christ – Pastor Leonard Bryant
Springhill Baptist Church – Pastor Cemie Clayton

Community Forum Participants

Below are the lists of all who registered for each of the six community forums. Not all who registered may have attended in person.

Criminal & Social Justice – Pastor Gerald Richard
Charmayne Allen
Austin Aslan
Carly Camplain
Ricky Camplain
Joseph Carroll
Carmenlita Chief
Greg Clifton
Justis Daniels-Bezout
Destiney Evans
Linnea Evans
Alexis Floyd
Hilary Giovale
Chelsea Green
Melvin Hall
Deborah Harris
Harvey Hill
Jennifer Hunter
Patrice Horstman
Khara House

Grey Jones
Kara Kelty
Carolyn Kidd
Bernadine Lewis
Edward Lumpkin
Gretchen Mcallister
Dr. Tracye Moore
Daniel Musselman
Eric Nolan
Abby Ortiz
Mike Oxtoby
William Ring
Adam Shimoni
Joe Stubblefield
Annette Yazzie
Ricky Young

Representation & Preservation – Rev. Bernadine Lewis

Khara House
Linnea Evans
David Bonnell
Warren Brown
Alexander Darmawaskita
Justis Daniels-Bezout
Gwen Glover
Mary Grove
Dr. Ricardo Guthrie
Melvin Hall
Jessica Ivola
Carolyn Kidd
Edward Lumpkin
Laurel Matsuda
Dr. Tracye Moore
Charlie Odegaard
Adam Shimoni
Joe Stubblefield
Ricky Young

Youth Issues & Concerns – Warren Brown

Hawwah Abdullah
Jermaine Barkley
David Bonnell
Sydney Carter
Shilah Chase
Jason Cook

Carnell Council
Justis Daniels-Bezout
Alex Darmawaskita
Emily Davalos
Dan Duke
Kijan Edwards
Coral Evans
Linnea Evans
James Gallardo
Marissa Garcia
John Grahame
Mary Grove
Melvin Hall
Deborah Harris
Jay Hicks
Harvey Hill
Erica Holling
Khara House
Jennifer Hunter
Jennifer Ingram
Erin Kaczmarowski
Liza Kretzmann
Arthur Kumon
Kara Kumon
Bernadine Lewis
Darrell Lieteau
Frederick Littles
Edward Lumpkin
Tracye Moore
Johnell Murphy
Charlie Odegaard
Style Ranger
Rene RedDay
Obie Saddler
Adam Shimoni
Daniel Slack
Joe Stubblefield
Crystal Warden-Gant
Annette Yazzie
Ricky Young

Economic Inclusion & Impact – Khara House

David Bonnell
Jason Cook

Chris Duarte
Vickey Finger
Melvin Hall
Deborah Harris
Kara Kumon
Tracye Moore
Lina Wallen
Ricky Young

Race, Space & Segregation – Dr. Ricardo Guthrie

Jermaine Barkley
David Bonnell
Warren Brown
Jason Cook
Justis Daniels-Bezout
Vickey Finger
Harvey Hill
Khara House
Jennifer Hunter
Susie Immel
Eliza Kretzmann
Kara Kumon
Edward Lumpkin
Jessica Miller
Tracye Moore
Ricky Young

Mental & Behavioral Health – Jermaine Barkley

David Bonnell
Warren Brown
Justis Daniels-Bezout
Elizabeth Dublinski
Steven Finger
Vickey Finger
Deborah Fresquez
Khara House
Zayita James
Patricia McCaslin
Tracye Moore
Michele Ralston
Rene RedDay
Margaret W
Lina Wallen
Molly Yumkas

Focus Group Participants

Note: As many participants requested or preferred anonymity, in some cases names of focus group participants are not listed to preserve the protected identities of speakers.

Community & Youth Advocates
Danny Neal
Tyrone Johnson
Kuttz Barber Shop & College
Jabar Nichols, owner and community & youth representatives
First Missionary Baptist Church
Pastor Jeffery Kennedy and congregants
Harbert AME Church
Pastor Corey Moore and congregants
Riverside Church of God in Christ
Pastor Leonard Bryant and congregants
Springhill Baptist Church/NAACP Flagstaff
Pastor Cemie Clayton and congregants
Coconino County African Diaspora Advisory Council
Breyaunna Smith, Chair
Amber Jones
Laurel Matsudo
Dr. Tracey A. Moore
Northern Arizona University Black Student Union
Alexa Hart, President
Kobe Lee, Vice Presidet/Secretary
Samrawit Shibeshi, Treasurer
Amethyst Nabors, Social Justice Chair
Malik Bossett, Black History Month Event Coordinator
Alexia Phillips, Black Renaissance Chair
Angel Sabay, Homecoming Co-Chair
Jessica Daniels, Advisor

APPENDIX C:
SUPPLEMENTAL MATERIALS

RECOMMENDED READING

Social & Criminal Justice

"Race, Ethnicity, and the Criminal Justice System" – American Sociological Association

"Social Justice and the African American Liberation Tradition" – William Cook, *Journal of Black Studies*

"Preparing Leaders for Social Justice" – Colleen A. Capper, George Theoharis, James Sebastian, *Journal of Educational Administration*

"How We Police" (presentation to Flagstaff City Council) – Deputy Police Chief Dan Musselman

The New Jim Crow: Mass Incarceration in the Age of Colorblindness – Michelle Alexander

Just Mercy: A Story of Justice and Redemption – Bryan Stevenson

No Equal Justice – David D. Cole

Representation & Preservation

"The Fight to Preserve African-American History." Casey Cep, *The New Yorker*, Feb 2020.

"Preserving Black Culture." Brent Leggs, National Trust for Historic Preservation African American Cultural Heritage Action Fund/Main Street America. Feb 2020.

"Preserving African American Historic Places." Brent Leggs, Kerri Rubman, and Bryd Wood, National Trust for Historic Preservation/Saving Places, 2012.

"Making Black history matter in public space." Hanna Love and Jennifer S. Vey, *The Avenue* (Oct 2019).

"The 'Transcendent' Nature of Preserving African American Places." Carson Bear, Saving Places.

Youth Issues & Concerns

"Structural Racism and Youth Development: Issues, Challenges, and Implications" – The Aspen Institute/Racial Equity Tools

"The Face of the Future: Risk and Resilience in Minority Youth" – Ana Mari Cauce, Rick Cruz, Marissa Corona, and Rand Conger, National Center for Biotechnology Information/NIH

"Fewer Black Teens Seek Treatment for Depression, Mental Health Issues than White Counterparts" – Rebecca Klisz-Hulbert, *The Washington Post*

The Mis-Education of the Negro – Carter G. Woodson

Black Youth Rising: Activism and Radical Healing in Urban America – Shawn R. Ginwright

Economic Inclusion & Impact

"Systematic Inequality and Economic Opportunity" – Danyelle Solomon, Connor Maxwell, and Abril Castro, Center for American Progress

"The Economic State of the Black Community" – Senate Joint Economic Committee

"How to Support Black Businesses, According to Four Black Entrepreneurs" – Dreamers & Doers, *Business Insider*

PowerNomics: The National Plan to Empower Black America – Dr. Claud Anderson

Race, Space & Segregation

"New Southside mural inspirational, educational -- and colorful, too." *Arizona Daily Sun*, August 2011: A-5.

"The Days of 'Haze': A Personal Journey Down the Back Road to *Brown v. Board of Education.*" Linda C. Boone, *Arizona Attorney,* March 2000: 38-40.

"Commentary: Arts, Neighborhoods, and Social Practices: Towards an Integrated Epistemology of Community Arts." Karen Chapple and Shannon Jackson, *Journal of Planning Education and Research 29*

"The African American Murals of Los Angeles." Robin Dunitz, *American Visions* 9 (Dec./Jan. 1994/1995): 14.

"Rio De Flag – Flood Control." Bill Gaud, Northern Arizona University.

"Rio de Flag Faces Reengineering." Lucas Holub, *The Lumberjack* (October 2002).

"The Community Mural and Democratic Art Processes." Michael R. Mosher, *Review of Radical Political Economics* 36 (Fall 2004): 528-537.

"The Murdoch Center is Producing Solar Energy!" Solar Mosaic, 2012.

"The Art of Swinging Left in the 1930s: Modernism, Realism, and the Politics of the Left in the Murals of Stuart Davis." Jody Patterson, *Art History* 33 (Feb 2010): 98-123.

"Hey! Are There Any Murals Around Here?" Jon Pounds, *Public Art Review* 17 (Fall/Winter 2005): 16-19.

"Art as Civic Biography: Philadelphia Murals Project." Robin Rice, *New Art Examiner* 26 (April 1999): 18-23.

Wilson Riles: "'No Adversary Situation,' Public School Education in California and Wilson C. Riles," recorded by Sarah Sharp, Regional Oral History Office. The University of California Bancroft Library, 1984.

"Can the Arts Change the World? The Transformative Power of Community Arts." Abby Scher, *New Directions for Adult & Continuing Education* 116 (Winter 2007): 3-11.

"Public Art at the Global Crossroads: The Politics of Place in 1930s Los Angeles." Sarah Schrank, *Journal of Social History* 44 (Winter 2010): 435-457.

"The Academic and Social Value of Ethnic Studies: A Research Review." Christine E. Sleeter/National Education Association, 2011.

"Conflict and Consensus: New Deal Mural Post Office Art." Robert L. Stevens and Jared A. Fogel, *National Social Science Journal* 33 (Jan 2010): 160-165.

"A Methodological Model for Rapid Assessment, Response, and Evaluation: The RARE Program and Public Health." Robert Trotter and Richard Needle, et al, *Field Methods* 13 (May 2001): 137-259.

"Community, Consensus & the Protest Mural." Jane Weissman and Janet Braun-Reinitz, *Public Art Review* 17 (Fall/Winter 2005): 20-23.

"The Rise of Black Phoenix: African-American Migration, Settlement and Community Development in Maricopa County, Arizona 1868-1930." Matthew Whitaker, *The Journal of Negro History* 85 (Summer 2000): 197.

Mountain Town: Flagstaff's First Century. Platt Cline/Northland Publications, 1994.

Theatre of the Oppressed. Augusto Boal/Theatre Communications Group, 1985.

Black Feminist Thought: Knowledge, Consciousness, and the Politics of Empowerment. Patricia Hill Collins/Routledge, 2000.

Rouch in Reverse. Manthia Diawara/California Newsreel.

The Pedagogy of the Oppressed. Paulo Freire/Continuum.

What Has Passed and What Remains: *Oral Histories of Northern Arizona's Changing Landscapes*. Peter Friederici, ed./ The Univ. of Arizona Press, 2010.

How Racism Takes Place. George Lipsitz/Temple Univ. Press, 2011.

American Apartheid: Segregation and the Making of the Underclass. Douglas S. Massey and Nancy A. Denton/Harvard University Press, 1993.

The Great Depression, America, 1929-1941. Robert McElvaine/Times Books, 1984.

All Deliberate Speed: Reflections on the First Half-Century of Brown v. Board of Education. Charles Ogletree/W. W. Norton & Co, 2004.

Theme Town: A Geography of Landscape and Community in Flagstaff, Arizona. Tom Paradis/iUniverse, Inc, 2003.

Southside Community Assessment. 2009. Flagstaff, AZ: Southside Community Association, Civic Service Institute at NAU, and the Arizona Community Foundation.

Mental & Behavioral Health

"Mental and Behavioral Health – African Americans." U.S. Department of Health and Human Services Office of Minority Health.

"Identity and Cultural Dimensions: Black/African American." National Alliance on Mental Illness (NAMI).

"Black and African American Communities and Mental Health." Mental Health America.

"African Americans Have Limited Access to Mental and Behavioral Health Care." American Psychological Association, 2017.

"Stigma Regarding Mental Illness Among People of Color." Victor Armstrong, MSW. The National Council for Behavioral Health, 2019.

RECOMMENDED VIEWING

Social & Criminal Justice

"Criminal Justice as Social Justice" – Bruce Western (American Academy of Arts & Sciences)

"A Prosecutor's Vision for a Better Justice System" – Adam Foss (TED.com)

Representation & Preservation

"Protecting America's Treasures: Black History in the Vault" – US National Archives

"Preserve Black Culture: Built Structures Keep Memory" – Dr. Toni Shorter Smith (TEDx Talks)

Youth Issues & Concerns

"The Criminalization of Black Youth in the Classroom" – New America/Howard University

"Black Youth and the Media" – C-SPAN

Economic Impact & Inclusion

"'BlackEnomics' with Dr. Claud Anderson" – The Elephant Room/TCN Network

"What is Black Economic Power & How Do We Create It?" – Paul C. Brunson, Christina Lewis, Kezia Williams, and Rodney Sampson (Tribe PCB)

Race, Space & Segregation

SouthSide Soul Stories History 101 Part One, & Part Two. LBM Studios/Lawrence B. McCullum, 2012.

"Housing Segregation and Redlining in America: A Short History" – NPR

"Race & Space: A Straight Red Line from Housing Segregation to Communities in Crisis" – American Constitution Society

Mental & Behavioral Health

"Black Mental Health Matters" – Phillip J. Roundtree (TEDx Talks)

"Black Mental Health Isn't the Same as White Mental Health" – Big Think/The Mental Health Channel

COMMUNITY RESOURCES

City of Flagstaff – www.flagstaff.az.gov

Coconino County African Diaspora Advisory Committee – www.coconino.az.gov/93/African-Diaspora-Advisory-Council

Ethnic Studies – www.nau.edu/ethnic-studies

Flagstaff City Council – www.flagstaff.az.gov/Mayor-City-Council

Flagstaff City Commission on Diversity Awareness – www.flagstaff.az.gov/2783/Commission-on-Diversity-Awareness

The Murdoch Community Center (YouTube) – www.youtube.com/channel/UCcIY7WfFSsrwsoiBnr4shiA/

NAACP Flagstaff – www.facebook.com/NAACPFlagstaff

Southside Community Association – www.southsideflagstaff.com

POLICY SOURCE MATERIALS

For resources used in the composition of Policy Briefs, please view the References section of the brief paper.

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eliza Kretzmann, Beautification, Arts & Sciences Manager
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Approval: Artist's contract for the downtown library entry project with Jones Studio, Inc. for $75,000.

STAFF RECOMMENDED ACTION:

1. Approve the artist's contract for the downtown library entry project with Jones Studio, Inc. for $75,000.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Flagstaff's main library downtown, the Flagstaff City-Coconino County Public Library, located at 300 West Aspen Avenue is an important public space in Flagstaff. Its mission is to inspire learning, enrich lives, and strengthen community. The library currently has a project to improve its outdoor entryway both in its aesthetic and functional form and to enhance its accessibility, inclusiveness, and ADA compliance. The redesign of this entry has created an opportunity to re-envision the entire space to create a more welcoming, usable, and inspiring public space. Direction from initial stakeholders is to create a handicap-accessible and inclusive design that highlights the building and its entry, including elements such as outdoor seating for library programming, developing a donor recognition opportunity, and creation of artwork/beautification elements that reflect what a library represents. Design program details are subject to evolving and changing. The construction design of the project is currently underway and is financed through Beautification BBB (Bed, Board and Beverage) tax funds. BBB funds are allocated by ordinance exclusively for uses such as these.

The contract before you for $75,000 is from BBB Arts and Science funds in the Council-approved budget. The contract includes:

- Participation in the design team to integrate beautification and art elements;
- Public Outreach; and
- Design, fabrication and installation of elements.

City staff released a Request for Statement of Qualifications (RSOQ) for an artist to join the library entry team. The RSOQ was for an artist to work with a design team early in the process to create art that integrates with the new re-design of the library entry. Direction for the public art is to successfully contextualize the art within the plaza; to have the artist determine the type of artwork; to amplify the programming of the plaza to the greatest extent possible; to create, and to fabricate and install artwork that exemplifies the possibilities a library represents, e.g., imagination, excavation of ideas, seeking,

exploration, learning, community enrichment, community bonds. The proposed, negotiated contract is consistent with the RSOQ.

Attachments Include the City Council presentation, the public notice for the RSOQ and the recommended contract.

Financial Impact:

The contract cost is $75,000, paid in installments tied to project progress. Funding is budgeted and available and Council-approved for this fiscal year in the BBB - Arts and Science Fund in account 054-07-216-0871-5-4425. Recession measures were taken that do not affect this line item. If additional recession measures are necessary, other projects have been identified from which to draw funding.

Policy Impact:

None.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

This project and contract are related to several Priority-Based Budgeting (PBB) Key Community Priorities, including:

- Safe & Healthy Community: The integrated art supports the new re-entry project focused on bringing the area into ADA compliance.
- Livable Community: The redesign seeks to create a more usable, inspiring and beautiful public space while addressing ADA compliance. It has the potential for increased quality of life in Flagstaff.
- Robust Resilient Economy: The project adds to community draw for tourists and locals alike.
- Inclusive and Engaged Community: This project includes community outreach for input on design elements by the selected contractor and city staff.
- Sustainable, Innovative Infrastructure: Bringing an artist to the design team allows for innovative, creative integration of designs.

This project also reflects the following Regional Plan Goals and Policies:
Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

Goal CC.5. Support and promote art, science, and education resources for all to experience. (Including: Policy CC.5.3. Encourage the integration of art into public and private development projects.)

Goal LU.11. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all.

Policy LU.12.10. Seek opportunities to improve ADA accessibility in downtown.

Goal LU.17. Protect, manage, and enhance the region’s Special Planning Areas to benefit the whole community.

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

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. (Including: Policy PF.2.3. Provide accessible public facilities and services in strategic locations. Policy PF.2.4. Support quality civic

design for all public facilities.)

Goal NH.2. Look to downtown Flagstaff as the primary focal point of the community character. (Highlighting Policy NH.2.1. Encourage the rehabilitation of historic downtown structures and contextual new structures as office, retail, entertainment, and residential space to reinvigorate the area as a destination of culture, shopping, government, and the arts.)

Goal ED. 6.Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.

Goal ED.7. Continue to promote and enhance Flagstaff ’s unique sense of place as an economic development driver. (Including:

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

Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.

Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including the young, elderly, mobility impaired, pedestrians, and bicyclists.

Has There Been Previous Council Decision on This:

There have not been previous Council decisions on this project beyond the approval of the budget.

Options and Alternatives:

1) Approve the award for the artist contract as recommended. Approval will allow work on the project to move forward.
2) Council may request staff to change certain components which may require re-negotiation and will impact the project timeline.
3) Reject the contract award and provide additional direction to staff. This will delay or prevent the inclusion of an artistic addition in the library entry design.

Background/History:

Purchasing staff published a Request for Statement of Qualifications (RSOQ) solicitation for Artistic Services for Library Entrance Art in the Arizona Daily Sun on August 9 and August 16, 2020, and posted the solicitation to the City of Flagstaff’s PlanetBids Website on August 3, 2020. On September 2, 2020, the City received five Statements of Qualifications (SOQs) from Artist firms. A seven-member Selection Committee reviewed and evaluated the statements. Based upon the numerical scoring of the written SOQs, the Selection Committee identified the three most qualified Firms to advance to interviews.

The Selection Committee interviewed all three finalists and based upon the combined scores of the written SOQs and interviews, the Selection Committee identified the most qualified Firm to perform the Artistic services for the Library Entrance Art Project and recommended to commence negotiations for a scope and fee proposal to be provided by Jones Studios. Final combined scores (written SOQs plus interviews) of all three finalist firms are as follows:

Jones Studios:	849
Five Moores:	756
Zokaites:	700

Jones Studios demonstrated, through their SOQ and interview, a clear recognition of the knowledge and experience needed to represent the City's vision in this undertaking, as well as understanding the schedule and collaboration requirements for completing this project.

Key Considerations:

1) Current best practices for inclusion of arts in infrastructure involves the artist in the design early.
2) Funds are budgeted and come from BBB revenues.
3) A robust stakeholder process was held culminating with the Beautification and Public Art Commission approval of the artist selected.
4) The project construction design is underway so timeliness in selecting an artist is critical.

Community Involvement:

A diverse selection panel was created to select the artist. The selection panel consisted of representatives from Friends of the Library, Library Foundation Board, library staff, a local artist/gallery owner, and two members from the Beautification and Public Art Commission. The selected contractor is Jones Studio Inc. with Principal Artist Maria Salenger. This applicant was chosen because they best took into account the larger context, environment and culture of Flagstaff, they thought carefully about the site and the importance of the library to our community, and their materials showed a strong record of past projects with design teams and community input, including another library project. The selection panel's choice was also approved by the Beautification in Public Art Commission at their October 10, 2020 meeting.

Attachments: RSOQ Public Notice
Contract
Council Presentation

i. PUBLIC NOTICE

City of Flagstaff
NOTICE of REQUEST for STATEMENT of QUALIFICATIONS (RSOQ #2021-185):
Artistic Services for Library Entrance Art

The City of Flagstaff (Owner) is seeking Statements of Qualifications (SOQs) for an Artist to conduct artistic services (Artist) to:

This RSOQ is for an artist to work with a design team, including a landscape architect, to create art that integrates with the new re-design of the library entry. Direction for the public art is to successfully contextualized the art within the plaza; to have the artist determine type of artwork; to amplify the programming of the plaza to the greatest extent possible; to create, fabricate and install artwork that exemplifies the possibilities a library represents, e.g., imagination, excavation of ideas, seeking, exploration, learning, community enrichment, community bonds..

The selected Artist will be expected to enter into a base Contract for Services (Contract) with a one-year contract term and two (2) additional one-year renewal options contingent upon successful performance reviews. The Contract will be awarded at the Owner's discretion. Contracted services and associated fees will be negotiated after a qualified Artist is selected.

SCHEDULE OF STATEMENT DEADLINES

Advertise for Services:	Sunday, August 9, 2020 and Sunday, August 16, 2020
Pre-submittal Meeting:	NONE
Last Day for Questions:	3:00 p.m. Friday, August 28, 2020
Statements Due:	3:00 p.m. Wednesday, September 2, 2020
Interviews Anticipated (if conducted):	Week of October 28, 2020
Anticipated Award of Library Entry Art:	TBD

Complete Request for Statement of Qualifications (RSOQ) packets are available for download from the PlanetBids online bid platform website at https://www.planetbids.com/portal/portal.cfm?CompanyID=27606.

SOQs must be submitted electronically on the PlanetBids online bid platform website by 3:00 p.m. Local Time, Wednesday, September 2, 2020.

The Owner reserves the right to reject any or all SOQs, to waive or decline to waive irregularities in any submittals, or to withhold the award for any reason it may determine.

Published Sunday, August 9, 2020 and Sunday, August 16, 2020 Arizona Daily Sun.

CONTRACT FOR PURCHASE OF SERVICES

Contract No. 2021-18

This Contract is entered into this _____ day of _____, 2020 by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Jones Studio, Inc., an Arizona Corporation ("Contractor" or "Artist").

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

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

1. Scope of Work: Contractor shall provide the services generally described as follows:

LIBRARY ENTRY ARTWORK

and as more specifically described in the Scope of Work attached hereto as *Exhibit A*.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall make payment to the Contractor not to exceed Seventy Five Thousand Dollars and zero cents **($75,000.00)**, which shall be all inclusive and payment in full for materials, labor, work, permits, inspections, installation, travel, taxes, insurance and any other expenses needed to complete the Services. Payments shall be paid in five installments, per *Exhibit A.*

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A*.

4. City Representative: The City Representative is Jana Weldon, Beautification, Arts & Sciences Project Administrator, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

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

6. Contract Term: The Contract shall be effective as of the date signed by both parties and shall be completed within one (1) year.

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

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

9. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds

$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

10. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing.

11. Intellectual Property Rights Warranty; City Ownership and Use of Artwork; Artist Ownership of Artwork Copyright and Commercial Use. The rights of the parties are set forth in *Exhibit A.*

12. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

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

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

To the City:

Brian Eilerts
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Brian.Eilerts@flagstaffaz.gov

Jana Weldon
Beautification, Arts & Sciences Project Administrator
211 W. Aspen Ave
Flagstaff, AZ 86001
Jana.Weldon@flagstaffaz.gov

To Contractor:

Neal Jones, AIA
Jones Studio, Inc.
205 S. Wilson Street
Tempe, AZ 85281
Neal @Jonesstudiosinc.com

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

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

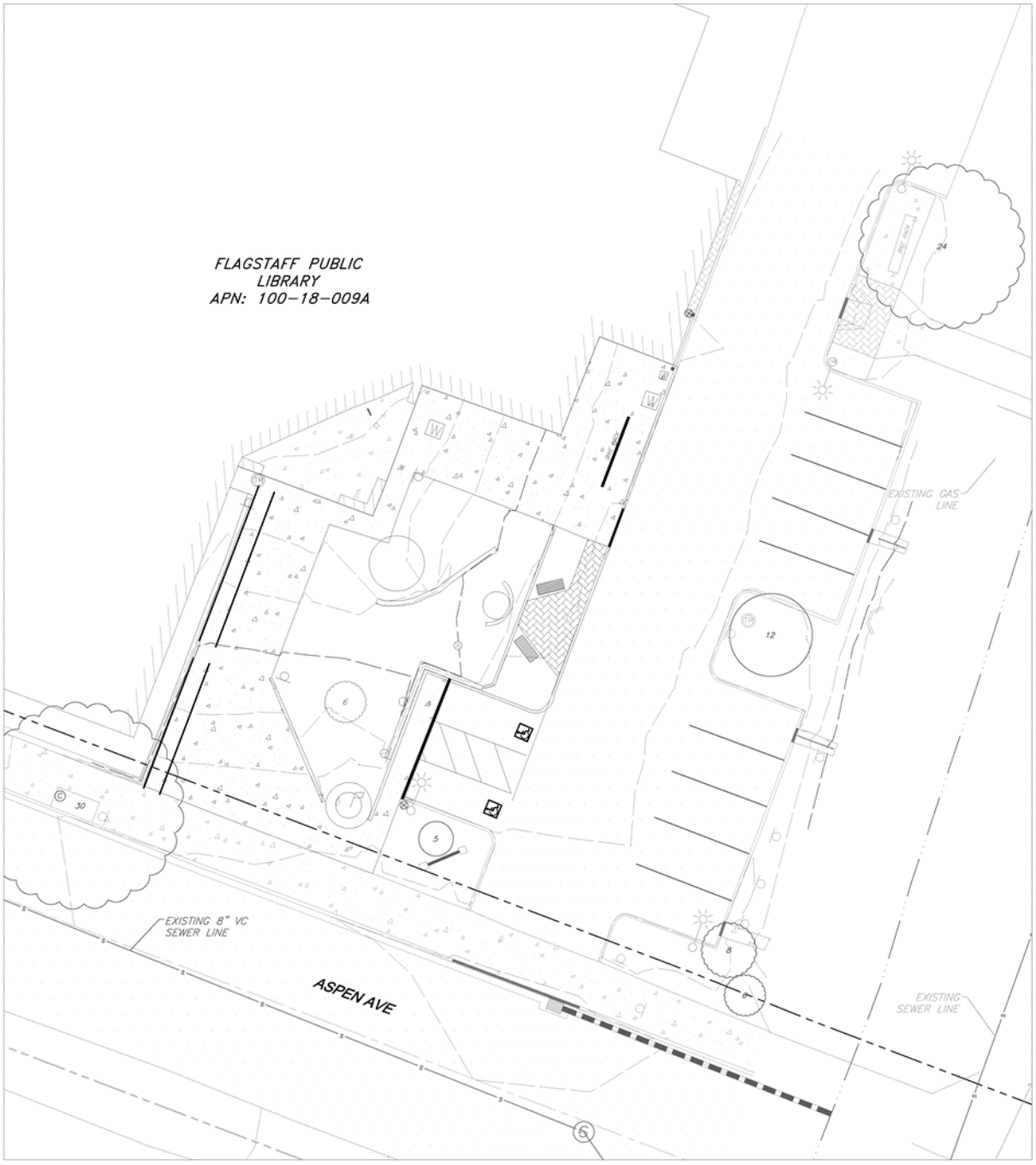
_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

A. SITE:

The City of Flagstaff is redesigning the entry plaza of the Flagstaff City – Coconino County Public Library, 300 W Aspen Avenue, Flagstaff AZ 86001, (the "Library Entry Plaza" or "Site").



(Overview of Site)

B. DESIGN:

The City of Flagstaff is reconstructing the Library Entry Plaza to come into compliance with Americans with Disabilities Act (ADA) standards and has created an opportunity to re-envision the entire space. The direction from initial stakeholders is to create a handicap accessible design that highlights the building and its entry, creation of outdoor seating for library programming, develop a donor recognition opportunity (*e.g.* bricks or otherwise); and artwork that reflects what a library represents. The design programming is subject to evolving and changing during the community engagement period.

The Artist will design, fabricate and install original, site-specific Artwork(s) for this Library Entry Plaza. Direction for the public art is to successfully contextualized the art within the plaza; to have the Artist determine type of artwork; to amplify the programming of the plaza to the greatest extent possible; to create, fabricate and install artwork that exemplifies the possibilities a library represents, e.g., imagination, excavation of ideas, seeking, exploration, learning, community enrichment, community bonds.

The Artist, in coordination with Beautification, Arts & Sciences staff and with Capital Improvement Projects staff, will conduct public outreach prior to commencing design. All public outreach will meet City standards for COVID-19.

The Artist will create appropriate visuals to convey his design prior to City approval, including three-dimensional maquettes, if directed by the City.

The Artist, in coordination with Beautification, Arts & Sciences staff, will conduct a public meeting or public outreach to present and receive feedback on the design concept from the community. Beautification and Public Art Commission (BPAC) members will be invited to all public meetings and to participate in public outreach to ensure Artist receives early feedback before required BPAC approval. Any public meetings will be posted and notice in compliance with open meeting laws. Any meeting or outreach will meet City standards for COVID-19.

Artist shall prepare preliminary fabrication budget(s) for the Artwork. Preliminary fabrication budget(s) are required for BPAC concept approval.

It is an essential element of the Artist's services to coordinate with the City as well as any construction project contractors and other persons who may be involved with the development of the Site and Artwork design, fabrication, installation, and completion.

For design, fabrication and installation of all public art elements, the artist must adhere to designated areas and measurements as specified by Beautification, Arts & Sciences staff and by Capital Improvement Projects staff. Capital Improvements Project staff is required to authorize commencement of fabrication and installation of the Artwork in writing before Artist proceeds with these steps.

C. REDESIGN:

The City's right to approve or reject the design will be at the City's sole discretion. If the City determines that the proposed design is unacceptable or requires modifications, the Artist at its own expense will be required to submit a second design proposal within a reasonable period of time specified by the City. Artist acknowledges City approval of design is a requirement prior to commencement of fabrication. If City does not approve a design, either party may terminate this Contract for convenience, and City will pay Artist only for the Initial Payment (see Payment Schedule below).

D. CONSTRUCTION DOCUMENTS:

Artist shall produce construction documents necessary for the fabrication and installation of the Artwork. Payment for any sub-consultants to produce construction documents, including the structural engineer and electrical engineer, shall be the responsibility of the Artist.

All construction documents submitted by Artist shall be under seal of a registered Arizona engineer or architect if required in accordance with the City engineering standards. Artist is responsible for submitting construction documents to accommodate City's construction schedule for the Entry Plaza.

E. SUBCONTRACTS:

Artist will contract with any and all fabricators required to create the Artwork and provide City Beautification, Arts & Sciences staff access to review progress of fabrication. Artist will contract with any and all installers required to install the Artwork and meet all City requirements to work on-site.

F. PAYMENT SCHEDULE:

1. Initial payment – **$2,500 (3%)** Contract Initiation shall be paid upon contract signing as artist **notice to proceed** with design concept phase.
2. Progress payment - $**8750 (12%)** – Shall be paid upon the City's approval (Beautification, Arts & Sciences Commission approval) of the **design concept and fabrication preliminary budget** referred to in the Contractor's Services, estimated to be completed by **February 8, 2021**.
3. Progress payment **- $45,000 (60%)** – Shall be paid upon **initiation of fabrication,** estimated to be completed by **June 30, 2021**. Contractor shall submit all constructions documents, including any structural engineering required, and contact information for any fabrication subcontractors.
4. Progress payment **- $11,250 (15%)** – Shall be paid upon **initiation of installation,** estimated to be completed by **August 31, 2021**. Contractor shall provide contact information for any installation subcontractors.
5. Final payment **- $ 7,500 (10%)** – Shall be paid upon City's final acceptance of 100% of the installed Artwork, estimated to be completed by **December 15, 2021**. The invoice shall be labeled as "final". The final invoice submitted shall include photographs of the completed artwork, the Artistic, Technical and Maintenance Record set forth in **Exhibit D,** Title and ownership of Artwork transfer to the City upon Contractor's receipt of this final payment.

G. NOTICE AND CORRECTION OF DEFICIENCIES:

If at any time the City determines that the Artwork design, fabrication, or installation does not conform to the approved final design or this Agreement, the City reserves the right to notify the Contractor in writing of the deficiencies and that the City intends to withhold the next payment within 30 days of the determination, and the City may issue a stop work order. Contractor will have 30 days to cure the City's objections and will notify the City in writing of completion of the cure. If Contractor disputes the City's determination, within 15 days of Contractor's receipt of City's notice, Contractor shall notify the City in writing. In such event, the City shall make reasonable efforts to resolve the dispute however, final determination as to whether Contractor has complied with the terms of this Agreement will remain with the City.

H. FINAL ACCEPTANCE:

The City shall notify the Artist in writing of its final acceptance of the Artwork. Final determination as to whether all services have been performed according to this Agreement shall remain with the City.

I. INTELLECTUAL PROPERTY RIGHTS WARRANTY:

Artist hereby warrants that the Artwork provided, and that City's purchase and use of the Artwork pursuant to this contract/purchase order does not infringe on any patent, trademark or copyright or other proprietary rights of any third parties.

J. CITY OWNERSHIP AND USE OF ARTWORK:

1. Upon purchase, title to the Artwork passes to the City.
2. Artist grants City the non-exclusive right to photograph, reproduce or manufacture renderings of the Artwork of all sizes, materials, shades of color, or black and white (collectively "the Artwork Reproductions").
3. Artist grants the City the non-exclusive right to display the Artwork Reproductions on City property.
4. Artist grants City the non-exclusive right to publish the Artwork and Artwork Reproductions in any type of medium, including but not limited to electronic formats for the purposes of publicity, marketing, community outreach, education, or public exhibition, and local calendars.
5. Upon prior written request of Artist, City shall place a copyright notice on the Artwork or Artwork Reproductions prior to manufacture.

K. ARTIST OWNERSHIP OF ARTWORK COPYRIGHT AND COMMERCIAL USE:

1. The Artist retains: (1) all rights to the Artwork under the Copyright Act of 1976, 17 U.S.C. § 101, et seq., as amended by the Visual Artists Rights Act (VARA), and any successor act; and (2) all rights expressly granted in this contract, as well as any and all other intellectual property rights in the Artwork, whether statutory or common law, international, federal, state or local, except as specifically set forth herein.
2. Artist may, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright of the Artwork in the Artist's name and may provide the City with a copy of the application for registration, the registration number and the effective date of the registration.
3. Artist as copyright owner may use or sell the Artwork for commercial purposes, so long as such sale is subject to City's ownership and use rights as stated herein.

L. ARTIST'S WARRANTIES OF QUALITY AND CONDITION OF ARTWORK:

1. The Artist warrants to the City that the fabrication and installation of the Artwork will be performed in a workmanlike manner and that the Artwork will be free of defects in workmanship, fabrication, materials or installation, including inherent vice, and that the Artist will, at the Artist's own expense, remedy any defects found in the Artwork due to faulty workmanship, fabrication, materials or installation for a period of two (2) years after the final acceptance of the Artwork by the City. Artist shall promptly repair or replace in the City's sole discretion and at no additional cost to the City any portion of the Artwork that is found to be defective during the warranty period.

2. The Artist warrants to the City that the Artwork maintenance recommendations to be provided by the Artist to the City set forth in *Exhibit D* will be adequate to maintain the Artwork in good condition, reasonable wear and tear excepted, for the estimated life of the Artwork.

3. With the exception of damage due to vandalism or accident by any person other than the Artist or persons under Artist's employ, direction or supervision, the Artist warrants that the Artwork will not contain any defect in design or construction including any defect which may be a hazard or a danger to the health and safety of the public and further agrees to cooperate in making or permitting adjustments to the work, if necessary, to eliminate hazards or potential hazards which become apparent after the Artwork is accepted by the City.

4. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

M. MESSAGING OF ARTWORK:

Artists shall use best efforts to ensure that no work or services funded under this Contract shall inhibit, promote, or convey a religion, a political party or position, or a religious or political message or advocacy.

N. MAINTENANCE AND REPAIRS:

1. As a condition of and prior to final acceptance of the Artwork by the City, the Artist will supply the City with maintenance instructions for the Artwork.
2. The City is responsible for the proper care and maintenance of the Artwork. The City agrees to ensure that the work is maintained and protected to the extent practical.
3. During the lifetime of the artwork the Artist will supply at no cost to the Artist and at no charge to the City, advice as to problems arising in relation to maintenance of the Artwork.
4. The City shall make every reasonable effort to consult with the Artist concerning repairs to the Artwork. To the extent practical, the Artist shall be given the opportunity to accomplish repairs at a reasonable fee. The City reserves the right to obtain competitive bids and to choose the highest quality but not necessarily the least expensive vendor for all repairs and restoration. In the event that City makes repairs or restoration not approved by Artist, Artist shall have the right, at Artist's sole option, to have Artist's association with Artwork severed.

O. SURVIVAL OF PROVISIONS:

These representations and warranties shall survive the termination or other expiration of this Agreement:

I. INTELLECTUAL PROPERTY RIGHTS WARRANTY;
J. CITY OWNERSHIP AND USE OF ARTWORK;
K. ARTIST OWNERSHIP OF ARTWORK COPYRIGHT AND COMMERCIAL USE
L. ARTIST'S WARRANTIES OF QUALITY AND CONDITION OF ARTWORK;
M. MESSAGING OF ARTWORK;
N. MAINTENANCE AND REPAIRS.

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-18

EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS
(As included in the solicitation for the Contract, and includes modifications as shown)

IN GENERAL

1. NOTICE TO PROCEED: ~~Contractor shall not commence performance until after City has issued a Notice to Proceed.~~ Contract shall commence upon effective date of the Contract.

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

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

4. NON-EXCLUSIVE: Unless expressly provided otherwise in the Contract, this Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.

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

PAYMENT

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

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

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

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

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

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

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

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

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

SERVICES

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

CONTRACT CHANGES

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

19. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the parties.

20. AMENDMENTS: This Contract may be amended by written agreement of the parties.

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

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

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

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

EMPLOYEES AND SUBCONTRACTORS

25. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

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

28. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and

any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

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

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

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

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

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

34. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If this Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by City before the effective date of termination.

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

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

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

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

MISCELLANEOUS

39. INSURANCE: Contractor shall maintain workers' compensation insurance.

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

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

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

43. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

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

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

46. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay.

This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

EXHIBIT C

INSURANCE REQUIREMENTS

(With City approved modifications as noted)

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage ~~$2,000,000~~ $1,000,000

   c. Automobile Liability – Any Automobile or Owned, Hired and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage $1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

   e. Professional Liability $2,000,000 (For any architect/engineering services)

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions

with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

   c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.

   d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

   f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Brian Eilerts, Senior Procurement Specialist
   Contract No. 2021-18
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001
   Brian.Eilerts@flagstaffaz.gov

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-18

EXHIBIT D

ARTISTIC, TECHNICAL AND MAINTENANCE RECORD
(To be submitted with final invoice)

1. General Information

Artist

Title of artwork

Location

General description of artwork

2. Artist's Statement about Artwork – to be used for publicity of the Artwork.

3. Artwork Information – in depth information for overall Artwork and for each individual element.

Medium and Description of Materials (include materials thickness, welding rod alloy or joint material, casting alloy, wax body, glass or fiber type)

Special Methods Utilized in Execution of Artwork (welding or joint method, technique or construction method – attach fabrication drawings)

Material Finish (glaze, paint color and type, sanding grit, tool pattern, patina, surface sealer)

Installation Method(s) (foundation installation structure, bolt/pin size, grout)

Placement of Artwork (cautions regarding sunlight, heat, etc)

4. Vendors/Parts/Storage – include supplier's name, address and phone number, description for all components of Artwork; attach copies of manufacturer specifications whenever possible.

5. Regular Maintenance Schedule – include cleaning agents and recommended cleaning procedure, yearly maintenance schedule for the entire Artwork and recommended procedure to check any electrical or mechanical parts that are integrated in this work.

6. Special Considerations and/or Additional Pertinent Information

7. Plaque Text

Artist's Name

Title of Artwork, Year Completed

Beautification, Arts & Sciences, City of Flagstaff

Library Entry: Artist Contract

Beautification, Arts and Sciences

Eliza Kretzmann, Jana Weldon

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Agenda

- **New Public Art Processes** – Eliza Kretzmann
  - Artist Selection Panels include more community members
  - Bringing in Artist as Part of Design Team

- **Library Entry Artist Contract** – Jana Weldon
  - Background of the Downtown Library Entry Project
  - Integrating the Artist into the Design Team and Contract Amount
  - Artist Selection made by the Community Selection Panel
  - Recommended Action

New Public Art Processes

Eliza Kretzmann, Beautification, Arts and Sciences Manager

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

New Public Art Processes

- Adding artists to design teams early on
- Increased public participation in selection panels
- Alignment with current best practices in public art
- This project is a great example of these new processes



Artists as Part of Design Teams

- Having an artist on the design team allows for integrated artwork and beautification items, resulting in stronger pieces and designs.
- This is especially appropriate for items funded by Beautification, Arts and Sciences – a portion of the BBB tourism tax.
- Artists are selected based on past work examples, not specific proposals for the site.

Selection Panels

Why include more community on selection panels?

- Selection panels now include community members and experts, such as people impacted by the project.
- Panels are a working group of the Beautification and Public Art Commission (BPAC).



Downtown Library Entry Project: Artist Contract

Jana Weldon, Beautification, Arts and Sciences Project Administrator

Background of Library Entry Project

Desire to enhance the entry plaza and bring the ramp into ADA compliance



Initial direction from early stakeholder discussions is:

- to create a handicap accessible design that **highlights the building** and its entry, creation of **outdoor seating** for library programming;
- develop a **donor recognition** opportunity;
- and **artwork** that reflects what a library represents.

Background of Library Entry Project

Contract is for an artist to **work with a design team** to create art that integrates with the new re-design of the library entry.

Direction for the public art :

- to successfully contextualized the art within the plaza;
- to have the artist determine type of artwork;
- to amplify the programming of the plaza to the greatest extent possible;
- to create, fabricate and install artwork that exemplifies the possibilities a library represents, e.g., imagination, excavation of ideas, seeking, exploration, learning, community enrichment, community bonds

Integrating the Public into the Design Team



Imagine the ideal library: In a paragraph, tell the artist about it. How does it feel to go there, what do you see, what sounds do you hear? How do you navigate it? What are the people like there? Is there something that stands out in your mind about this library?

Community input will be gathered to inform the artist's direction at the start; and public comment will be sought on the preliminary concept before moving to design development.

Selection Process



Artist is recommended by a diverse selection panel that included

- Vice Chair of BPAC
- Commissioner BPAC
- Chief Librarian City of Flagstaff
- Friends of the Library Board Member
- Library Foundation Board member and Lowell Librarian/Archivist
- Artist, Co-owner of a downtown business

Selection Process





The Selection Panel Recommendation was approved by the Beautification and Public Art Commission

Seeking Approval for Artist Contract

- Contract Includes:
  - Participation in design team to integrate beautification and art elements;
  - Public Outreach; and
  - Design, fabrication and installation of elements.
- Contract Total: $75,000
  - Funded by the approved allocation of the BBB to support Arts, Culture and Science in Flagstaff, which is protected by ordinance.
  - The project that the artwork is a part of, the library entry plaza, is a Beautification Capital Project and is similarly funded by a BBB revenue fund called out by ordinance.

Seeking Approval for Artist Contract

Selection by Panel: Jones Studio Inc. with principal Artist Maria Salenger



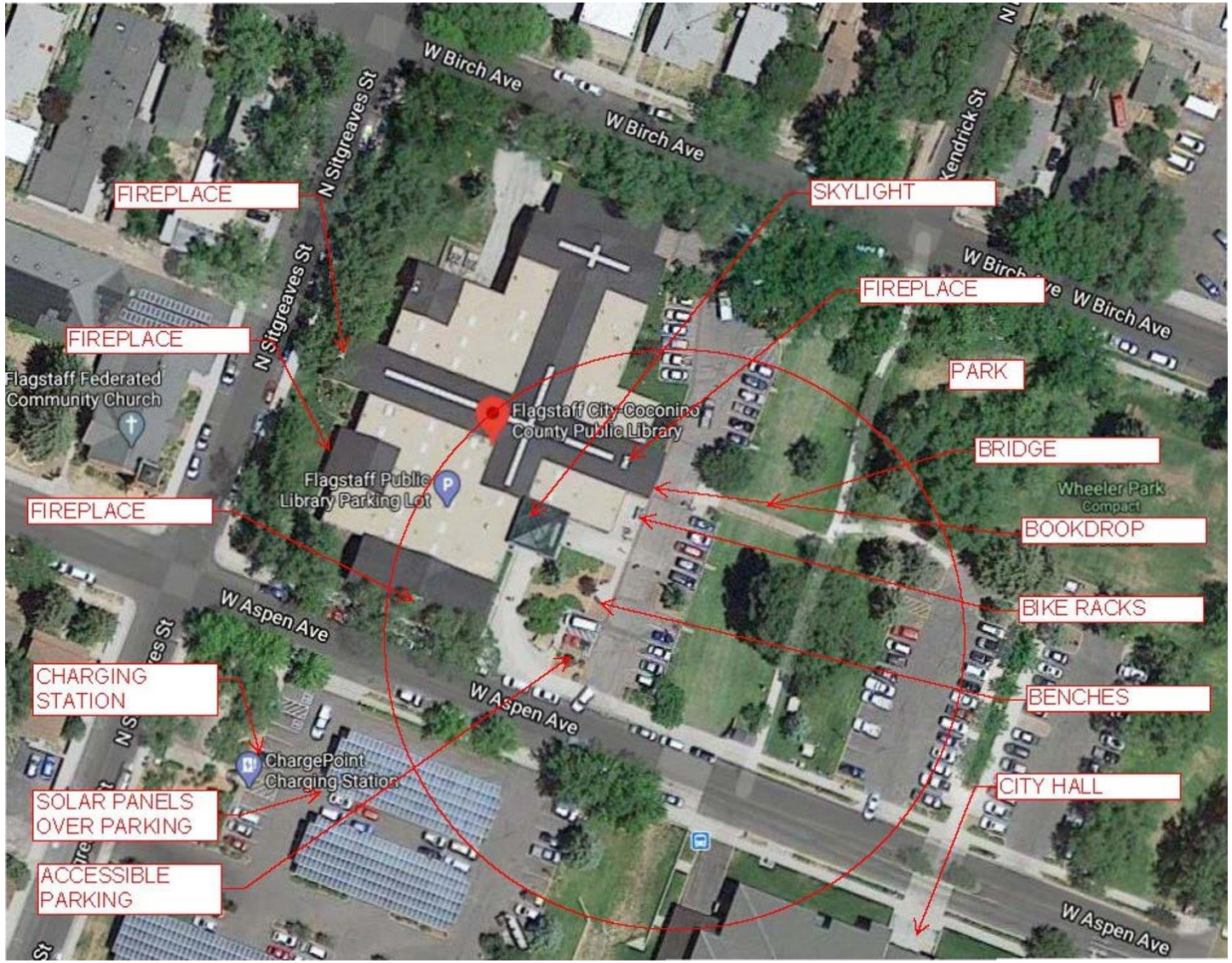
Maria works to provide a forum to strengthen diverse voices, ideas, and actions in design practice, making an impact to better the built environment.

Selected Applicant

Jones Group Inc. and Maria Salenger took into account the larger context, environment and culture of Flagstaff.



Selected Applicant



The applicant also thought carefully about the site, the immediate concept of the design, and the importance of the library itself to our community.

Selected Applicant: Past Projects

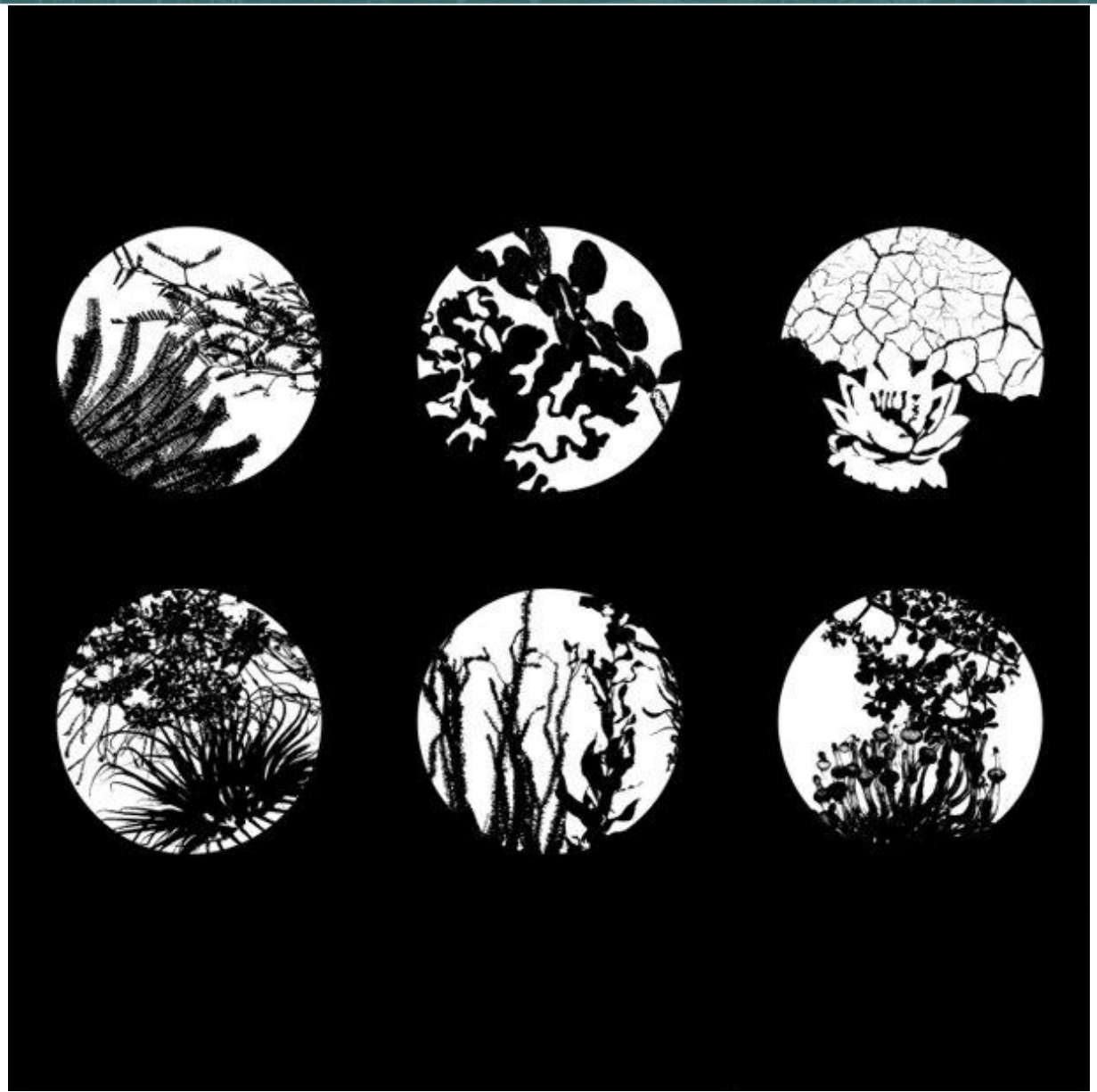
Additionally, materials showed a strong record of projects, aesthetic sensibility, and working well with the public.

Coconino Community College



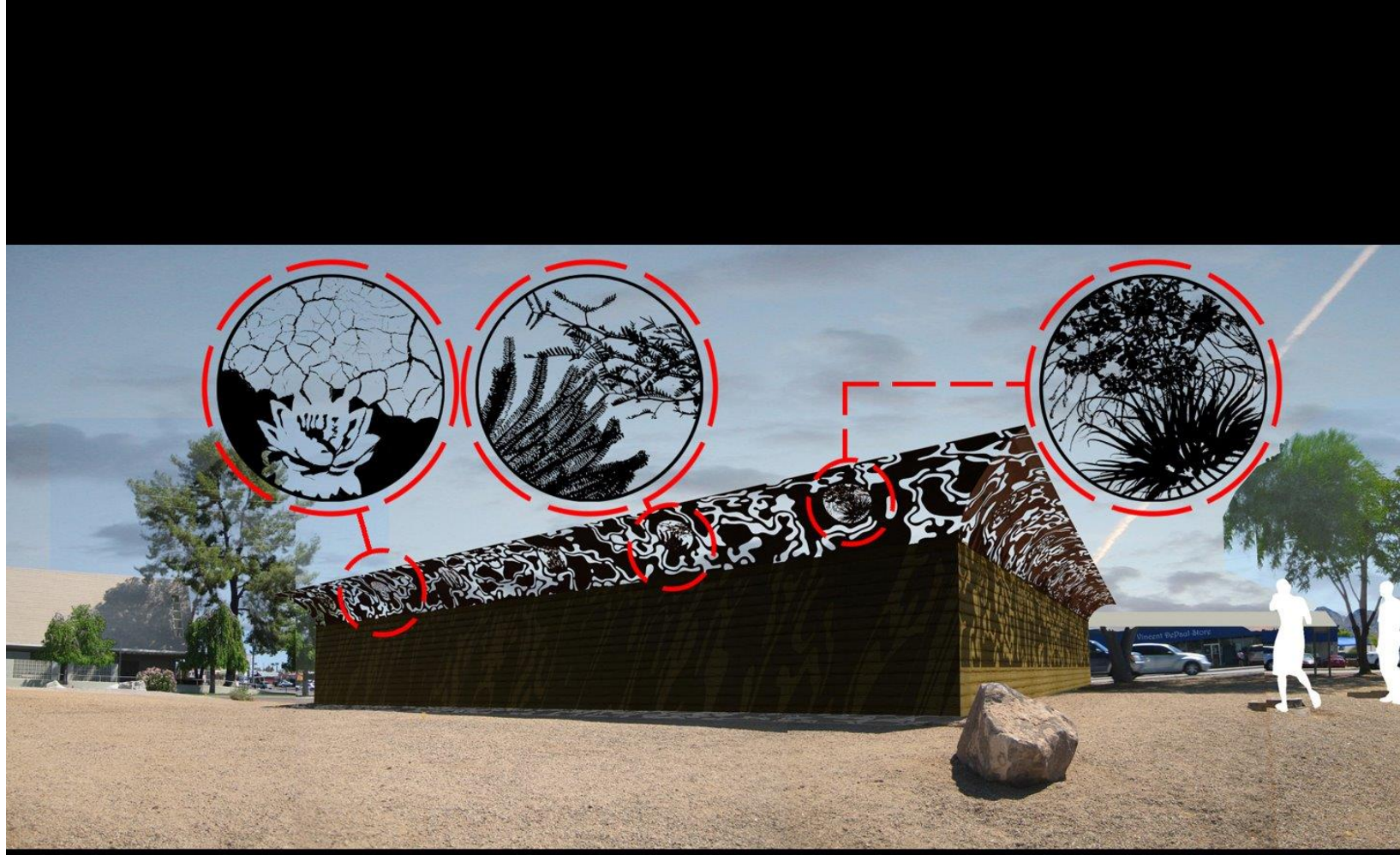
Selected Applicant: Past Projects

Examples of past projects included in application or presentation materials, starting with the inspiration for *High Brow.*



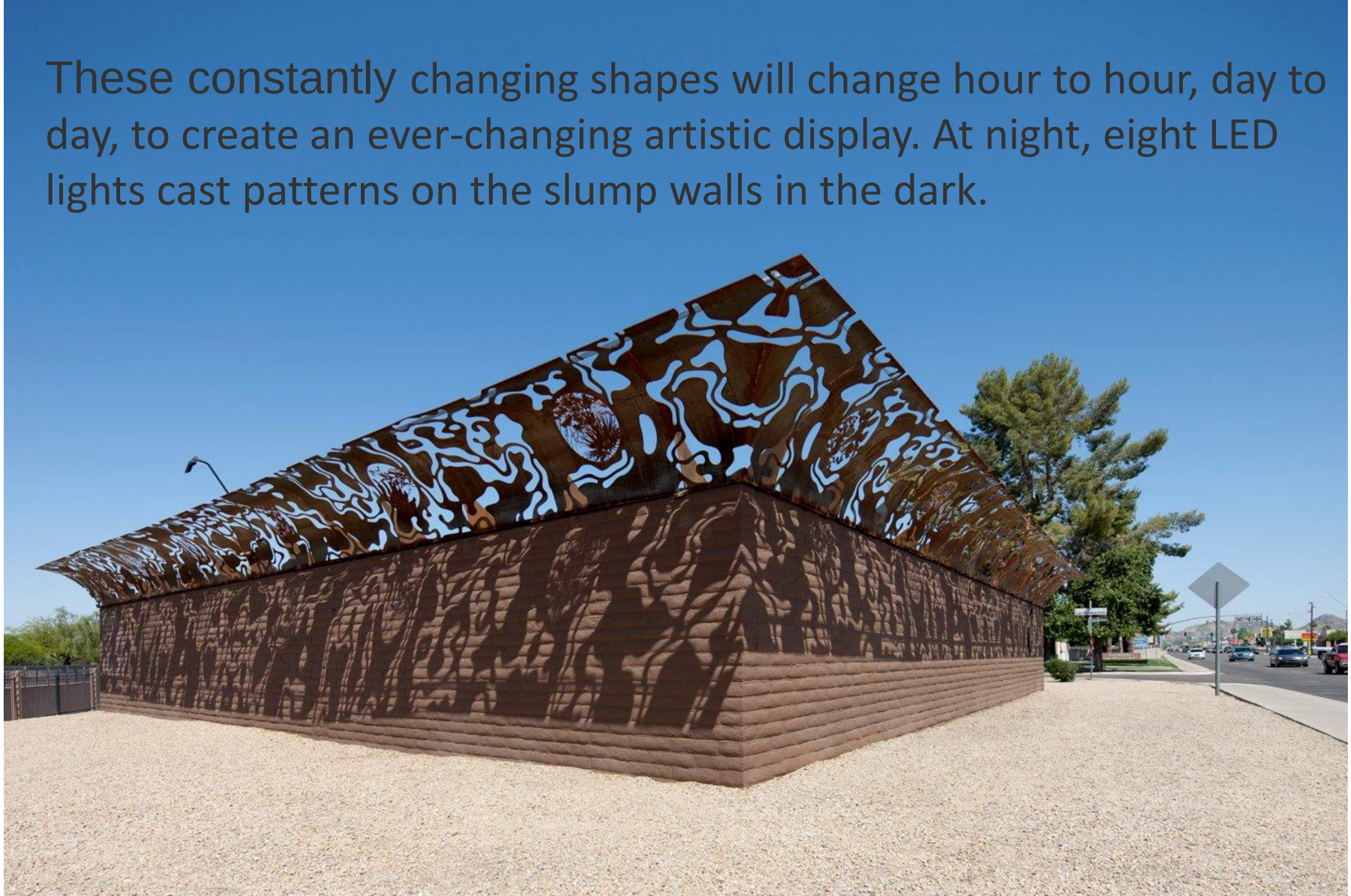
A seemingly banal lift station is transformed through the addition of a water-jet-cut steel cornice. With the art the station broadcasts valued use to its community.

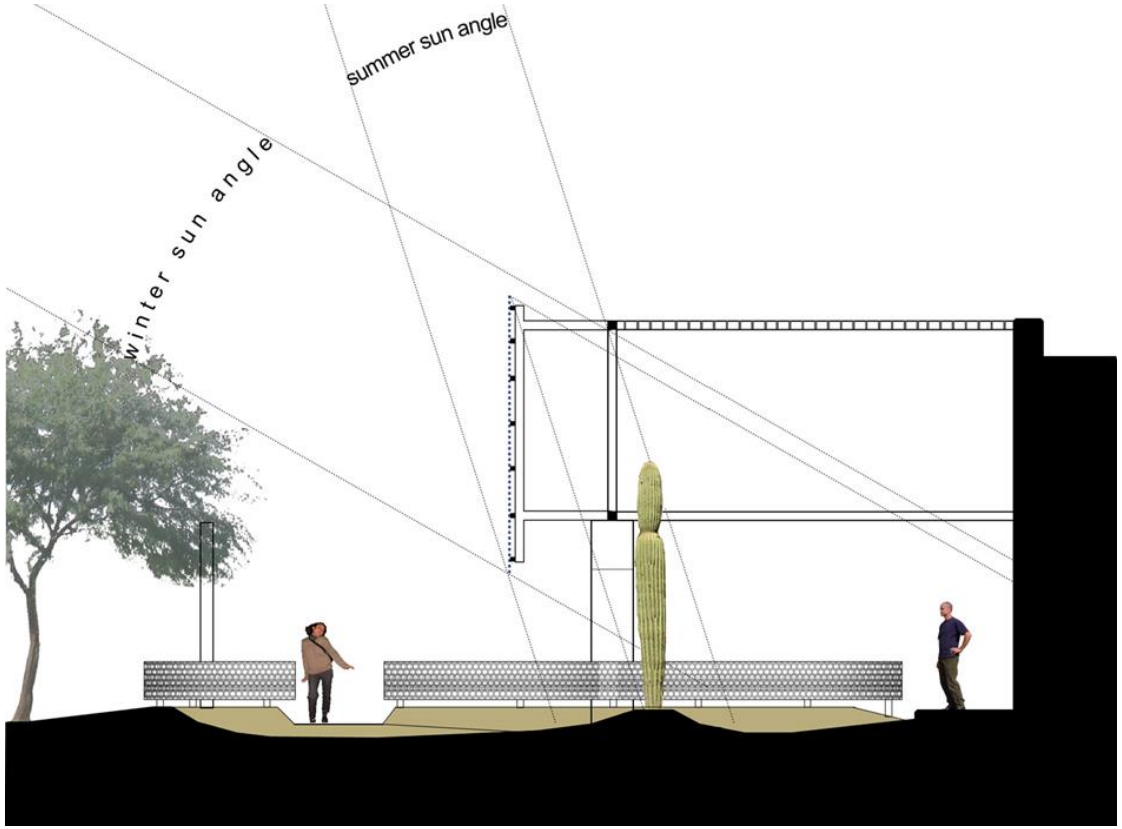
The cornice is comprised of patterns derived from water, as well as imagery comparing desert and water-based flora, that will cast shadows along the walls throughout the day.





These constantly changing shapes will change hour to hour, day to day, to create an ever-changing artistic display. At night, eight LED lights cast patterns on the slump walls in the dark.

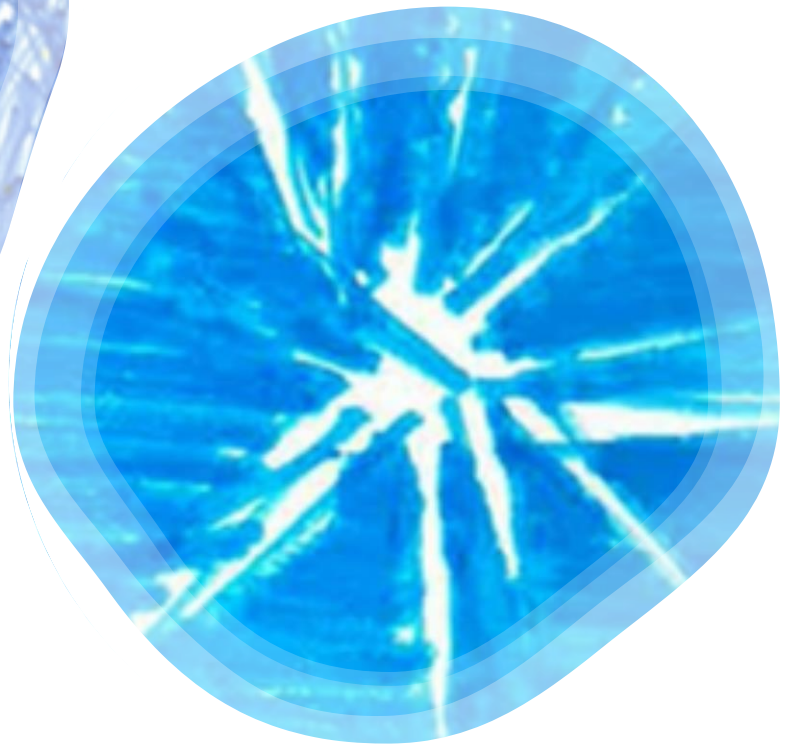



summer sun angle
winter sun angle



MADE KIDS GIGGLE





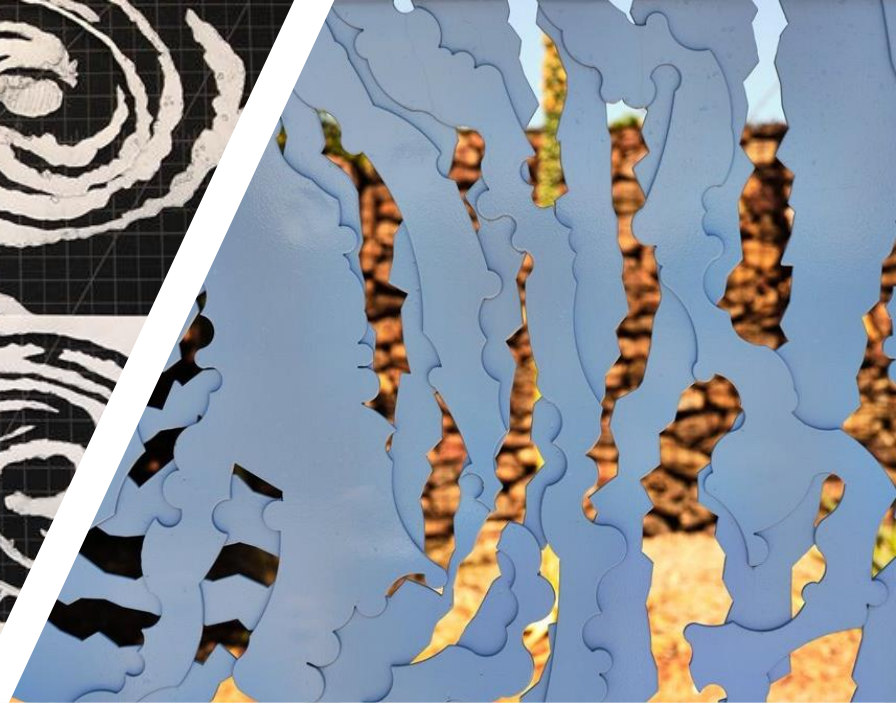




For a transit stop...in artist-led workshops
community shared things they love.











Contrasting the smallest and largest objects, shade panels of the transit shelter display positive and negative components of flower and galaxy images. Integrated poetry connects things of beauty in art and utility, small and large scale, near and far relationships.



Design Will be Site Specific for the Library Entry

- Firm and artist will create specific designs and work for Flagstaff and the Library Entry;
- There will be a public input process before Artist designs for a full understanding of the strong place the library has in this community;
- Artist will amplify the programming of the entry plaza;
- Artist will create, fabricate and install artwork that exemplifies the possibilities a library represents, e.g., imagination, excavation of ideas, seeking, exploration, learning, community enrichment, community bonds.

Review of the Concepts that Come Forward

- Concepts will be brought before Council again in a work session;
- Public comment will be solicited and integrated;
- Concepts will need to be approved by the Beautification and Public Art Commission;
- The contract can be terminated if not passed by BPAC.

Staff Recommended Action

Approve the $75,000 contract to Jones Studio Inc., the successful applicant selected by the Artist Selection Panel and approved by the Beautification and Public Art Commission, to provide integrated art and beautification design to the re-design of the new downtown library entry.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Eliza Kretzmann, Beautification, Arts & Sciences Manager
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Approval: Artist contract for design services for the Downtown Connection Center with Haddad|Drugan LLC for $25,000.

STAFF RECOMMENDED ACTION:

1. Approve artist contract for design services for the Downtown Connection Center with Haddad|Drugan LLC for $25,000.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

City staff is recommending award of a contract for artist services with selected artist, Haddad|Drugan LLC, for the new Downtown Connection Center (DCC). The proposed initial contract is for design services through conceptual design. The selected artist will coordinate its work with Mountain Line contractors. Providing that the conceptual designs receive all the necessary approvals, City Council will be asked to approve further contracts with the artist to complete the work, including production of engineering and construction documents. For future phases, some elements may be done directly by the artist, some may be by the general contractor for the project. Since the total for this project in our 5-year-plan is $470,000, we bring this to Council as we begin the first contract of this multi-phase project. This project is funded through BBB (Bed, Board and Beverage) tax funds for Beautification projects protected by ordinance for Beautification purposes.

This project is fully supported by Mountain Line. A diverse selection panel including community members was created to select the artist, Haddad|Drugan LLC, artists Laura Haddad and Tom Drugan. This applicant was chosen because of their compelling experience in transportation projects and design teams, a prior successful project in Arizona, their commitment to community engagement including providing opportunities for local emerging artists, and their success contextualizing inspiring and compelling work in their project examples. The selection panel's choice was also approved by the Beautification and Public Art Commission (BPAC) at their November 9, 2020 meeting.

The new Downtown Connection Center (DCC) is identified in Mountain Line's 2020 Strategic Plan as the highest priority capital project in order to support public transit service within the community. Since 2009, Mountain Line has operated the existing DCC under an Intergovernmental Agreement (IGA) and licensing agreement with the City of Flagstaff for use of City owned parcels on Phoenix Avenue. Mountain Line, after receiving significant Federal Transit Authority grants, is moving to develop a true, multi-modal, community asset in the heart of downtown. This is more fully detailed in Mountain Line's March 27, 2020 Memorandum to City Council, referenced herein and attached. Direction for the

Beautification funds is to enhance the programming desires for a compelling civic space and public art.

Financial Impact:

Funding for the total comprehensive project is available and in the Council-approved 5-year-plan for BBB - Beautification, including $245,000 in fiscal year 2021-22 and $225,000 in fiscal year 2022-23. (These are under a line item named 'Phoenix Parking Plaza', a placeholder for a project at the site of the Downtown Connection Center; the DCC is the selected opportunity for the use of that funding).

The opportunity to bring an artist into the design team happened more quickly than anticipated; thus, the $25,000 required to begin integrating the artist into the design process will be drawn from a related transportation project (the Train Station Project platform, which we are confident we will not need the total allocated amount this fiscal year, as it has $356,189 available). This expenditure and source were approved by the Budget Team in July 2020.

Policy Impact:

None.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

This project and contract are related to several Priority-Based Budgeting (PBB) Key Community Priorities, including:

- Livable Community: The inclusion of an artist in the Downtown Connection Center design creates a more welcoming, vibrant and beautiful public space in the city's historic core.
- Robust Resilient Economy: The project adds to community draw for tourists and locals alike in a new and important hub for transportation.
- Inclusive and Engaged Community: This project includes community outreach for input on design elements by the selected contractor and city staff.
- Sustainable, Innovative Infrastructure: Bringing an artist to the design team allows for innovative, creative integration of designs.

This project also reflects the following Regional Plan Goals and Policies:
Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

Goal CC.5. Support and promote art, science, and education resources for all to experience. (Including: Policy CC.5.3. Encourage the integration of art into public and private development projects.)

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Goal LU.9. Focus reinvestment, partnerships, regulations, and incentives on developing or redeveloping urban areas.

Goal LU.11. Prioritize the continual reinvigoration of downtown Flagstaff, whose strategic location, walkable blocks, and historic buildings will continue to be a vibrant destination for all.

Goal LU.17. Protect, manage, and enhance the region's Special Planning Areas to benefit the whole community.

Goal LU.18. Develop well designed activity centers and corridors with a variety of employment, business,

shopping, civic engagement, cultural opportunities, and residential choices.

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. (Including: Policy PF.2.3. Provide accessible public facilities and services in strategic locations. Policy PF.2.4. Support quality civic design for all public facilities.)

Goal NH.2. Look to downtown Flagstaff as the primary focal point of the community character. (Highlighting Policy NH.2.1. Encourage the rehabilitation of historic downtown structures and contextual new structures as office, retail, entertainment, and residential space to reinvigorate the area as a destination of culture, shopping, government, and the arts.)

Goal ED. 6. Tourism will continue to provide a year-round revenue source for the community, while expanding specialized tourist resources and activities.

Goal ED.7. Continue to promote and enhance Flagstaff ’s unique sense of place as an economic development driver. (Including:

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

Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region. (Including: Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs, and desired community character elements in all transportation investments, and Policy T.4.3. Design transportation facilities and infrastructure with sensitivity to historic and prehistoric sites and buildings, and incorporate elements that complement our landscapes and views.)

Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles. (Including: Policy T.7.1. Cooperate with Mountain Line in developing and implementing the five-year transit master planning goals and objectives to continuously improve service, awareness, and ridership.)

Goal T.11. Build and sustain public support for the implementation of transportation planning goals and policies, including the financial underpinnings of the Plan, by actively seeking meaningful community involvement. (Including: Policy T.11.5. Promote effective intergovernmental relations through agreed-upon procedures to consult, cooperate, and coordinate transportation-related activities and decisions, including regional efforts to secure funding for the improvement of transportation services, infrastructure, and facilities.)

Southside Neighborhood Specific Plan: The new Southside plan supports these activities, such as stating “Opportunities for public art are highly prized” (Chapter 2 page 25). Outdoor public spaces are also emphasized in the plan. This contract also supports “Encourage the Southside community work with Mountain Line on the Downtown Connection Center design” on page 54.

Has There Been Previous Council Decision on This:

There has been no previous decision on the artist design team component. However, Council did hear an update on the Downtown Connection Center from City staff and Mountain Line on 5-12-2020 and City Council also approved Resolution No. 2020-39: A Resolution of the Flagstaff City Council, authorizing Mountain Line to proceed with environmental and other evaluation and planning for the Downtown transfer center on City property under the existing license on 6-16-2020.

Options and Alternatives:

1) Approve the award for the artist contract allowing the design project to proceed with the artist involved in an early stage.
2) Council may request changes to the contract which may delay implementation and inclusion of the artist in the design work which is already progressing.
3) Reject the contract award and provide additional direction to staff. This will prevent the artist from being involved in the project during early design and may prevent the artist from being involved in the project entirely.

Background/History:

Purchasing staff published a Request for Statement of Qualifications (RSOQ) solicitation for Artistic Services for Downtown Connection Center Art in the Arizona Daily Sun on September 13 and September 20, 2020 and posted the solicitation to the City of Flagstaff's PlanetBids Website on September 8, 2020. On September 30, 2020, the City received 13 Statements of Qualifications (SOQs) from Artist firms. A seven- member Selection Committee reviewed and evaluated the statements. Based upon the numerical scoring of the written SOQs, the Selection Committee identified the most qualified Firm to perform the engineering professional services for the Project and recommended to commence negotiations for a scope and fee proposal to be provided by Haddad|Drugan LLC. Final scores of all firms are as follows:

Haddad Drugan, LLC	662
Social Space LLC	648
James Carpenter Design Associates Inc.	624
zischke studio	622
Willco Art and Design	620
Zokaites Sculpture LLC	602
Five Moores Enterprises	570
Summer Kitchen Studios	568
Mary Shindell	559
Hans van Meeuwen LLC	525
Brailsford Public Art	502
Four Lizard Studios LLC	463
Robin Wallenfang	427

Haddad|Drugan LLC demonstrated, a clear recognition of the knowledge and experience needed to represent the City's vision in this undertaking, as well as understanding the schedule and collaboration requirements for completing this project.

Additional background and history are available in the Executive Summary and Mountain Line's March 27 2020 Memorandum to City Council on the DCC project.

Key Considerations:

- It is considered best practice to have artists included in the design team early for major infrastructure projects that will have beautification and public art components.
- A public process inclusive of numerous stakeholders has identified a qualified applicant.
- BBB funds are budgeted and approved for this purpose.
- The construction design of the facility is underway so it is important to have the artist under contract in a timely fashion to have their participation early in development.
- This first contract is only for the artist's participation in the design process. If their work passes all applicable requirements a further contract will be brought to Council for the actual implementation.

Community Involvement:

A diverse selection panel was created to select the artist. The selection panel consisted of a senior Urban Designer from the company currently working with Mountain Line on the design, a representative from Mountain Line, a representative from City Planning, a business owner from the Southside, a community member that grew up in the Southside and currently develops property there and two members from the Beautification and Public Art Commission (BPAC). The selection was also approved by BPAC.

Attachments: Presentation to Council
RSOQ Public Notice
Mountain Line March 27 2020 Memo to Council on the Downtown Connection Center Contract



Downtown Connection Center: Artist Contract

Jana Weldon, Beautification, Arts and Sciences Project Administrator

CITY OF FLAGSTAFF · ARIZONA · ESTABLISHED 1882

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Agenda

Downtown Connection Center: Artist Contract

- **Background** of the Downtown Connection Center
- **Integrating the Artist** into the Design Team and
- Contract **Amount for initial design phase**
- **Artist Selection** made by Community Panel
- **Recommended Action**

Background

- A new **Downtown Connection Center** (DCC) is identified in Mountain Line's 2020 Strategic Plan as the highest priority capital project in order to support public transit service within the community.

- Since 2009, Mountain Line has operated the existing DCC under an Intergovernmental Agreement (IGA) and licensing agreement with the City of Flagstaff.

- Final site selection for the new DCC is anticipated in the Spring of 2021.

Background

- Mountain Line, after receiving significant Federal Transit Authority grants is moving to develop a true, multi-modal, community asset in the heart of downtown to accommodate increased bus size and ridership.

- They previously presented the project on April 21, 2020 to City Council.



Integrating the Artist in the team

Downtown Connection Center: Design Integration

- The City of Flagstaff is designing art and beautification projects at the Downtown Connection Center
- City staff is working with Mountain Line and a cross-disciplinary team to bring an artist on board for the project to add integrated art and beautification elements in tandem with the entire site design.
  - Mountain Line and their contractor welcomed this partnership.

Integrating the Artist

Downtown Connection Center: Design Integration

The Artist will complete design development (60% design) for the initial phase of this project. Design Development includes:

- Public input process, preliminary conceptual designs (30%);
- Incorporation of design revisions from responses to those designs from Planning and Zoning review, from Public comment forums, and from Beautification and Public Art Commission review, from City Council Review;
- Preliminary budgets for all projects proposed.

Integrating the Artist

Downtown Connection Center: Design Integration

Direction for the public art and beautification is to:

- successfully contextualize art and beautification projects;
- to create an opportunity for local emerging artists;
- to amplify the programming to the greatest extent possible; public outreach activities;
- to design artwork that exemplifies an ideal transportation hub – *active, connected, welcoming*.

Contract Amount and Source

- Design Team Participation and Design Development: $25,000 – Initial Contract.
- Design and installation of multiple art and beautification elements: Up to $470,000 available for multiple design elements.
- Funding Source: Bed, Board and Beverage (BBB) tax funds generated by our hotels, bars and restaurants.
- Even with recession planning, we have the funds available for this project. Funding was approved by the City Budget Team.

Selection Panel Process

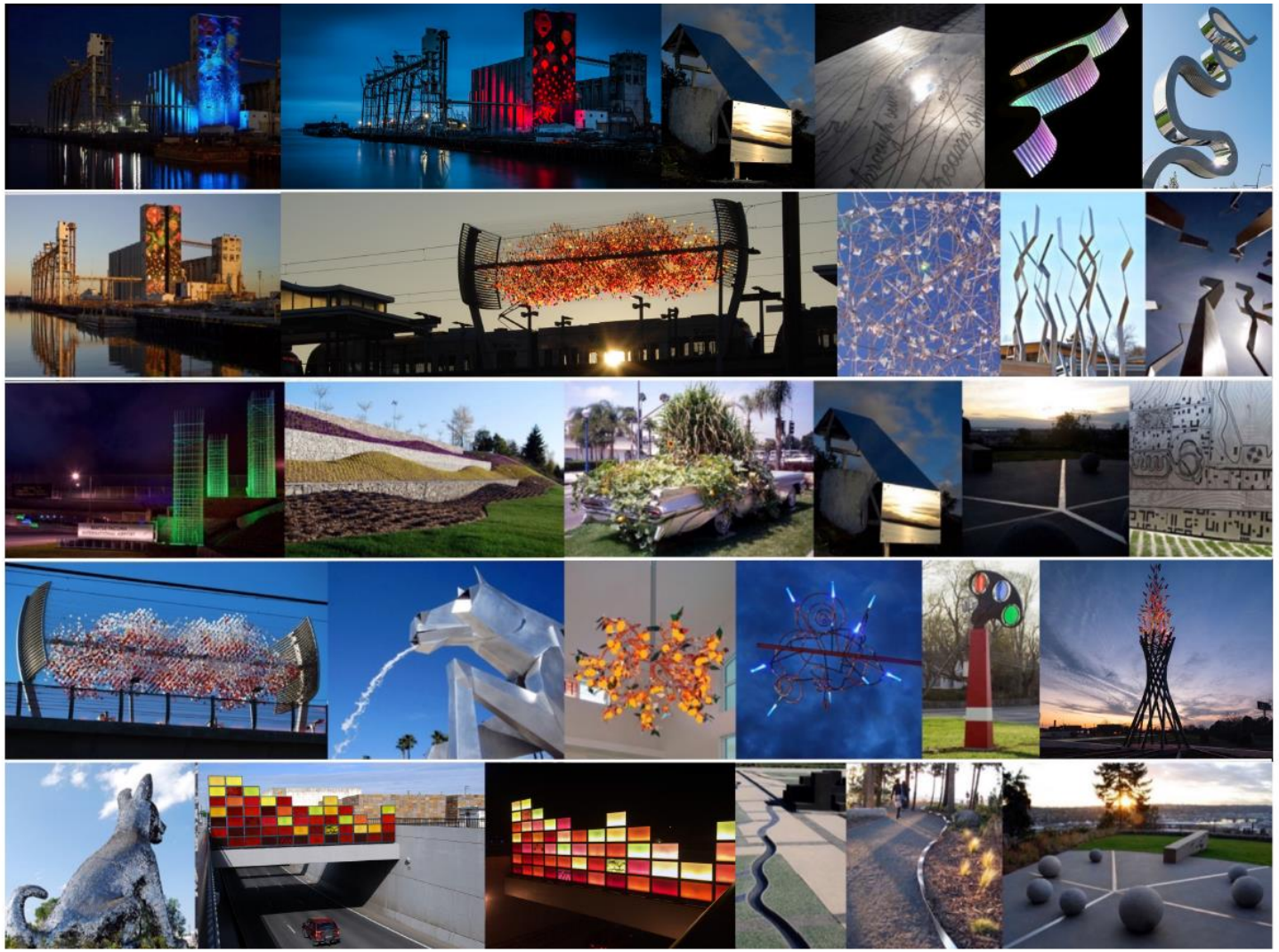
Panelists:

- 2 members of the Beautification and Public Art Commission;
- A Senior Urban Designer, AECOM
- A Mountain Line Representative
- City Planning Representative
- Southside Business Owner
- Community Member who grew up in the Southside; Southside Property Developer

The selection panel reviewed and scored thirteen applications in a formal process led by the City Procurement Team.

Selected Artist

H A D D A D | D R U G A N



ART AS A PLACE MAKING CATALYST

- Invent iconic visual forms
- Incite curiosity and wonder
- Create a conversation piece

- Draw on site-specific natural and cultural qualities
- Elicit dynamic change
- Incorporate theatrical lighting effects

- Design immersive experiences
- Create spaces for things to happen

SITE INSPIRATION–Downtown Connection Center



2006 photo by artists, taken when they were driving Historic Route 66 seeking inspiration for a ”roadside attraction” design studio they were teaching at RISD



2020 photo by artists’ friend, indicating vibrant street life and businesses adjacent to DCC site. We would be thrilled to have an opportunity to contribute a memorable iconic element to this important stretch of road. The themes of transportation, community and history that characterize the Downtown Connection Center are all part of our practice. Our past work includes iconic large-scale sculpture as well as integrated functional elements like paving, shelters and seating. For this project, we envision a combination of both characterizing the final design.

ART INTEGRATED AT TRANSIT STATIONS

CLOUD, Angle Lake Station, SeaTac, WA (suspended sculpture)




Link
SoundTRANSIT
Link

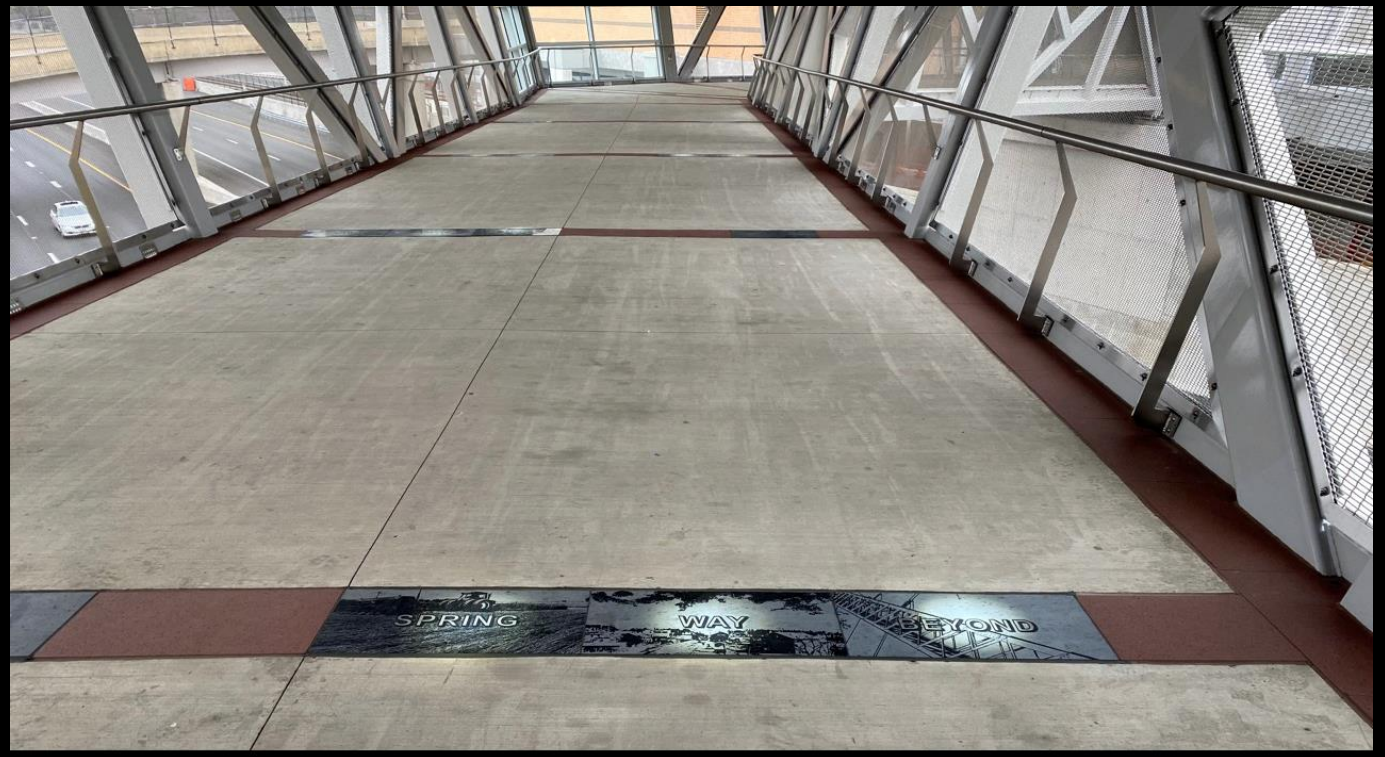
DESERT CAMOUFLAGE, Brio Dyer Line, El Paso, TX (18 bus shelter screens)

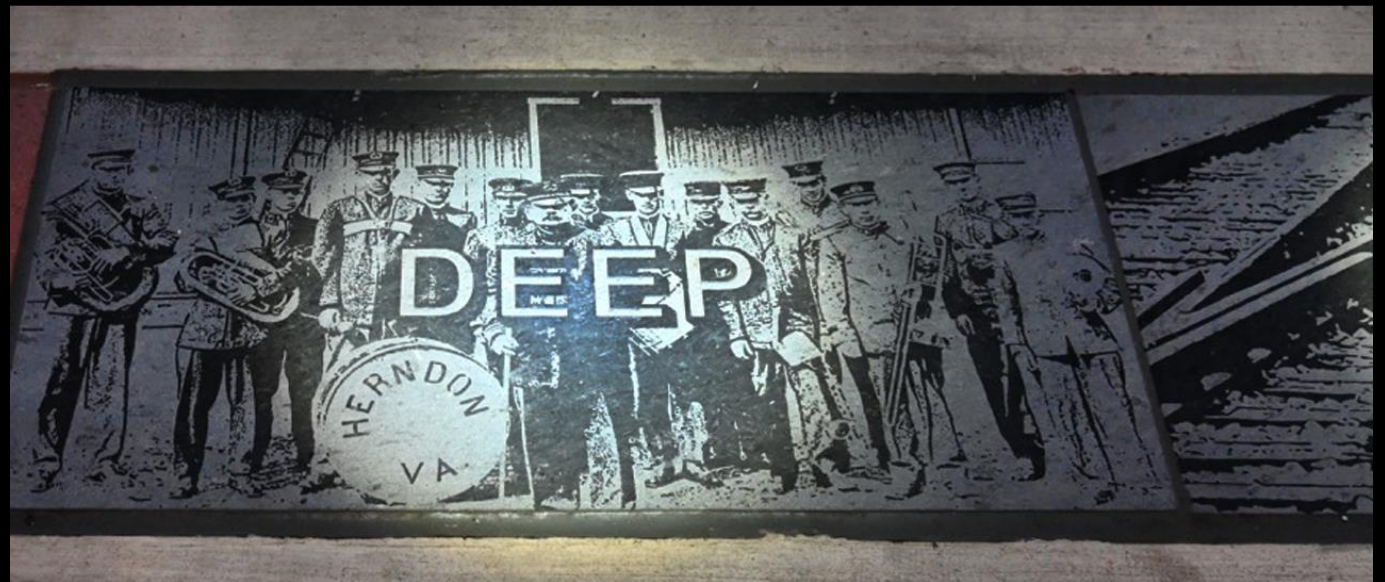


Artwork at downtown stations depicts heroes, such as Mary Stanton, El Paso’s first librarian


Artwork at stations near
Fort Bliss Army Base
depicts butterflies
composed of colored
cavalry figures

NOW & THEN, WMATA Silver Line Station, Herndon, VA (68 lit granite pavers)





Pavers on pedestrian bridge juxtapose images and words inspired by Herndon's community and context

ART INTEGRATED AT OTHER PUBLIC PLACES

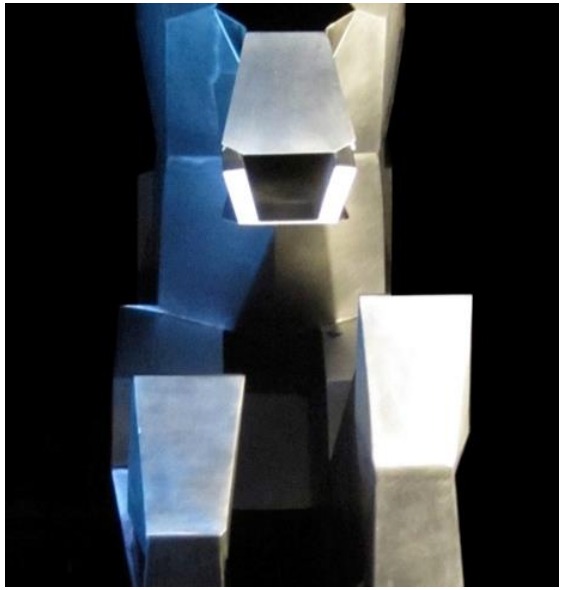
Situated at its dramatic narrowing point, Water Mark crowns the Indian Bend Wash and Scottsdale's innovative flood control greenbelt. Encompassed within the flood basin on both sides of Indian Bend, the artwork is both a roadside landmark on the north and an earthwork on the south.













Horse gargoyles inspired by site’s history as an Arabian horse ranch channel water during storm events

SUN SPOT, Denver Animal Shelter, Denver, CO (sculpture, landscape berm, lighting)







Pet tag materials inspired by function of Animal Shelter facility as well as sunlight reflecting on Platte River

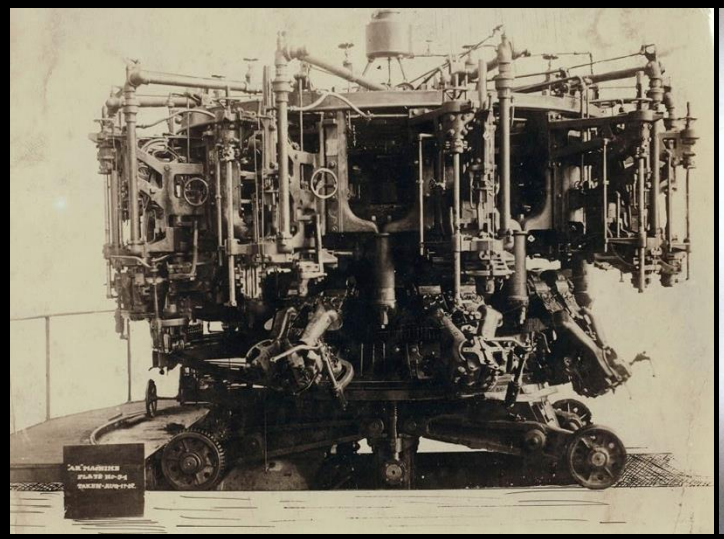




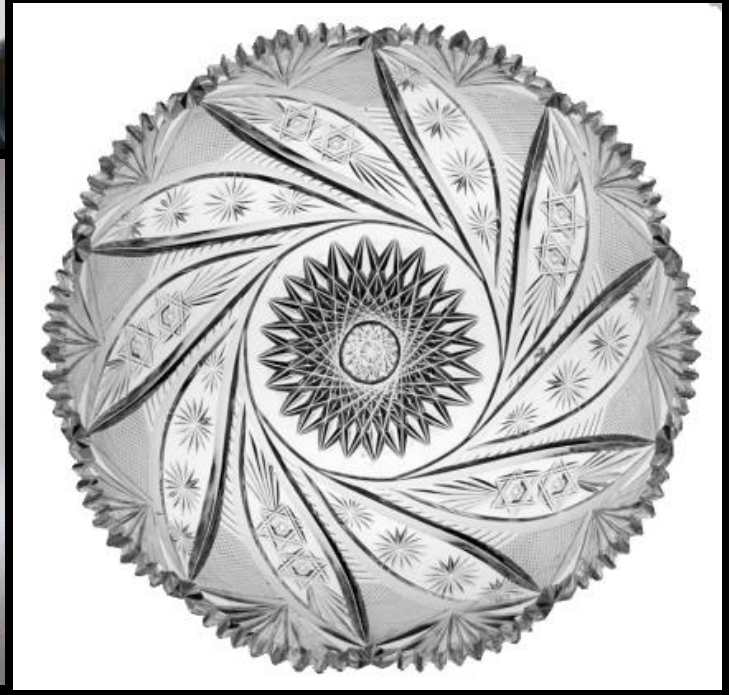
Model and Site Research/Inspiration













Concrete wall texture derived from Toledo cut glass pattern





Community Engagement Activities



2. Now imagine you were going to make a movie to be filmed outside the facility. Which genre would it be? (Circle up to three)

Action Adventure/Thriller	Children's/Family	Comedy
Educational	Experimental/Avant-Garde	Fantasy
(Futuristic)	Historical	Musical
(Nature Documentary)	Science Fiction	Sports Documentary
Western	Other:	Other:

3. Describe what is it about the site that compelled you to choose that genre(s)?

The facility echoes the shape of the surrounding foothills... its a blend of modern, human civilization and nature

4. What would make a great title for your movie?

The Hills Are Alive

5. Briefly describe the plotline of the movie. What are the climactic moments?

New inhabitants explore their new surroundings learn to live cooperatively with fauna

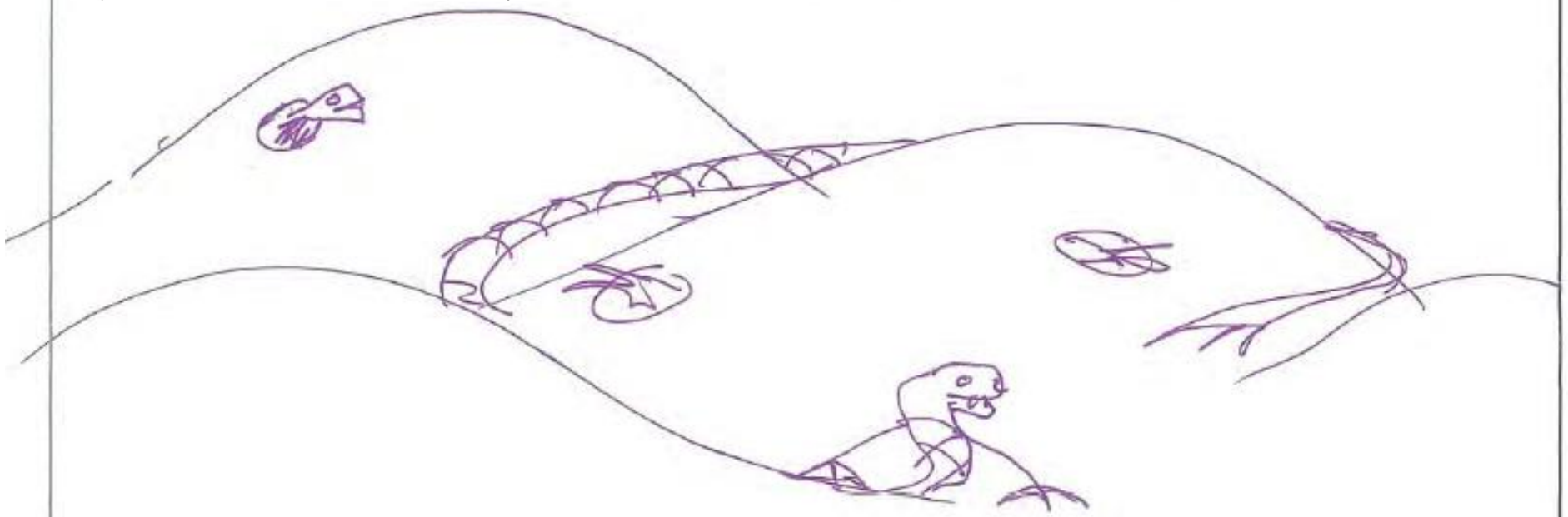
What if a mythical, magical or as-of-yet undiscovered creature is uncovered during construction of the new facility? What would it be? What does it look like? What does it say? Does it have special powers? Please describe and draw it!

If you want to bring your picture home, please make sure the artists or Program staff take a picture of it before you go!



INSERT DRAWING OF A BEAST WITH:

- HEAD OF A COYOTE
- HORNS OF A BUFFALO
- BODY OF A PORCUPINE
- TAIL OF A MAGPIE





OPTICAL GARDENS, Baltimore, MD (streetscape plaza, rain gardens, paving, sculpture)









FREMONT PEAK PARK, Seattle, WA (community park with integrated art)



Park design led by artists teamed with landscape architects, working closely with a community stakeholder group



Silver thread begins as a spool at sidewalk and leads into park, passing through features such as phases-of-the-moon entry terrace

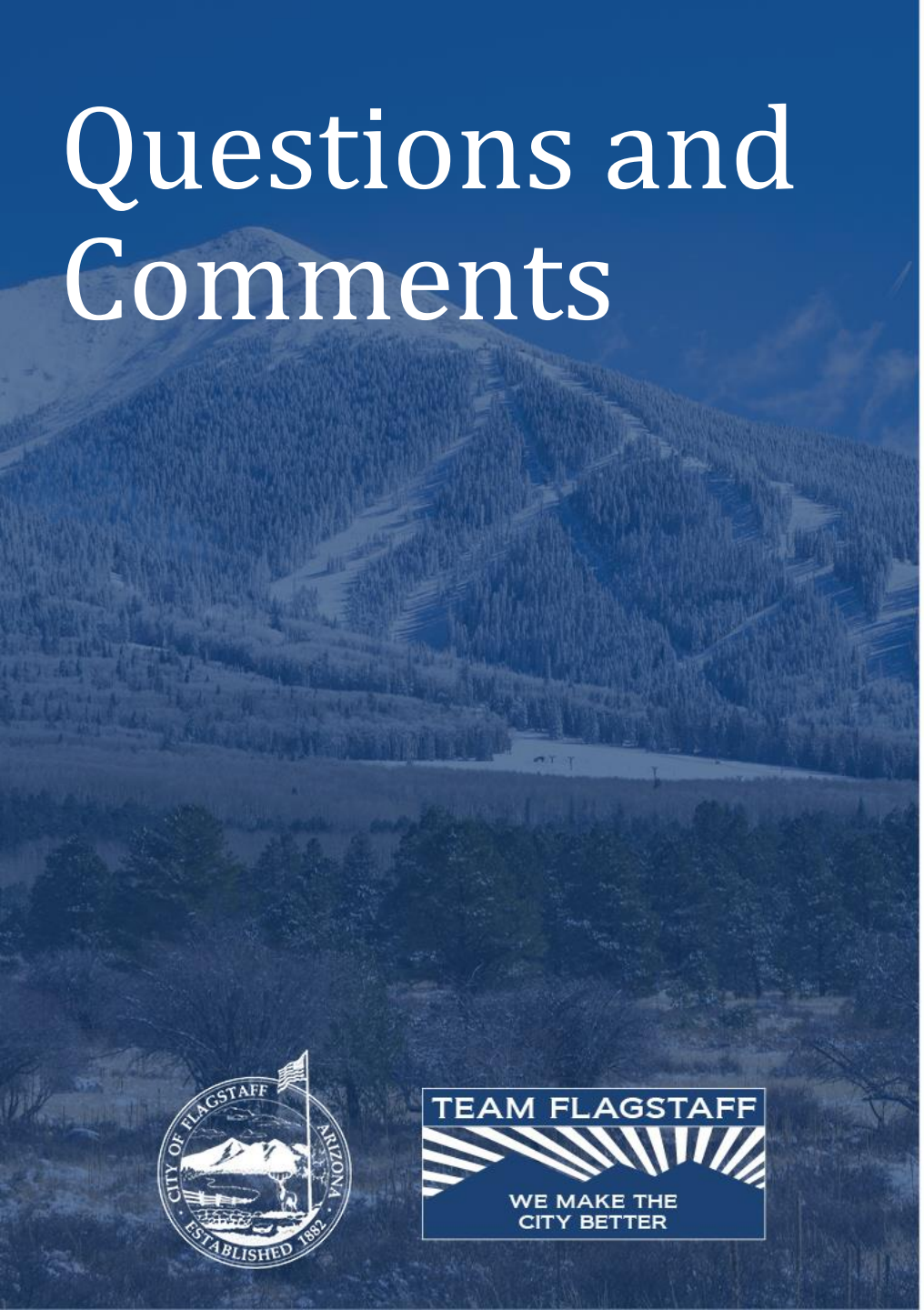


Silver thread winds along edge of path throughout park



Summer solstice gathering; silver lines in paving point to solstice sunsets

Questions and Comments



Recommended Action:

Approve a $25,000 contract to HaddadDrugan LLC.

Selection Panel Process

Criteria

- **Up to 25 points**. Consistent originality, visual/aesthetic quality and artistic merit in previous public art projects.
- **Up to 25 points**. How well the previous public art projects complement the specific site location of the artwork, including how well the projects improve the physical environment and how well the project reflects the community in which it resides.
- **Up to 25 points**. Ability to successfully interact with an architectural design team to develop art and beautification concepts, to program opportunities for local emerging public artists, and ability to successfully work within a project construction team schedules and demands.
- **Up to 15 points**. Ability to successfully interact with the community and deal with local public issues and concerns.
- **Up to 10 points**. Experience and expertise in two and three-dimensional public art media appropriate for outdoor installation in high desert environments; that is media that is durable, vandalism-resistant and easily maintained in high desert environments.

i. PUBLIC NOTICE

City of Flagstaff
NOTICE of REQUEST for STATEMENT of QUALIFICATIONS (RSOQ #2021-26):
Artistic Services for the Downtown Connection Center

The City of Flagstaff (Owner) is seeking Statements of Qualifications (SOQs) for an Artist to provide artistic design services.

The selected artist will work with a design team to design art and beautification projects that integrate with a new Downtown Connection Center (DCC), a hub for public transit (bus) and other transportation modes. Direction for the public art and beautification is to successfully contextualize art and beautification; to have the artist in consultation with the design team to determine type of artwork and beautification projects; to create an opportunity for local emerging artists; to amplify the programming to the greatest extent possible; to create, fabricate and install artwork that exemplifies an ideal transportation hub – active, connected, welcoming.

The design team will include but is not limited to the Artist, City staff, Northern Arizona Intergovernmental Public Transportation Authority (Mountain Line) staff, and the selected design engineer and contractor(s) for the new DCC.

The artist work with the design team is anticipated to commence in December 2020. Final site selection for the new DCC is anticipated in the Spring of 2021 with 30% concept plans in May/June 2021. The new DCC will be constructed within the next few years.

The selected Artist will be expected to enter into a base Contract for Professional Services (Contract) with a three-year contract term and two (2) additional one-year renewal options contingent upon successful performance reviews. The Contract will be awarded at the Owner's discretion.

This Artistic Services project is funded by the City of Flagstaff. The DCC project is funded by a grant from the U.S. Department of Transportation, Federal Transit Administration to Mountain Line (the public transit operator). Because public art is being integrated with the DCC. federal certifications have been included in this RSOQ.

The DCC Design and Construction must be in compliance with funding from FTA Bus and Bus Facilities (49 U.S.C Section 5339), refer to Program Guidance: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/bus-and-bus-facilities-program-guidance-and-application. As the project proceeds, the artist and design team may be asked to work with Mountain Line to determine whether the selected arts and beautification projects may be applied towards the local share requirement of the federal grant award

Contracted services and associated fees will be negotiated after a qualified Artist is selected.

SCHEDULE OF STATEMENT DEADLINES

Advertise for Services:	Sunday September 13, 2020 and Sunday September 20, 2020
Pre-submittal Meeting:	Wednesday September 23, 2020
Last Day for Questions:	3:00 P.M., Friday, September 25, 2020
Statements Due:	3:00 P.M., Wednesday, September 30, 2020
Interviews Anticipated (if conducted):	Week of October 26, 2020
Anticipated Award of Downtown Connection Center Contract:	Week of December 7, 2020

Complete Request for Statement of Qualifications (RSOQ) packets are available for download from the PlanetBids online bid platform website at https://www.planetbids.com/portal/portal.cfm?CompanyID=27606.

SOQs must be submitted electronically on the PlanetBids online bid platform website by 3:00 p.m. Local Time, September 30, 2020.

PRE-PROPOSAL MEETING: Wednesday, September 23, 2020 at 10:00 AM Arizona time on Microsoft Team Meetings. The pre-submittal meeting can be attended by requesting an invite, at least one (1) day before pre-submittal meeting, from the Senior Procurement Specialist, Brian Eilerts Brian.Eilerts@flagstaffaz.gov. This is not mandatory.

The Owner reserves the right to reject any or all SOQs, to waive or decline to waive irregularities in any submittals, or to withhold the award for any reason it may determine.

Published Sunday, September 13 2020, and Sunday, September 20, 2020 Arizona Daily Sun

Northern Arizona Intergovernmental Public Transportation Authority
3773 N. Kaspar Drive · Flagstaff, AZ 86004 · 928-679-8900 · FAX 928-779-6868 · www.mountainline.az.gov

NAIPTA MEMORANDUM

DATE: March 27, 2020

TO: The Honorable Mayor and City Council

FROM: Heather Dalmolin, Mountain Line CEO & General Manager
Kate Morley, Mountain Line Development Director

SUBJECT: Mountain Line Downtown Connection Center (DCC) Project

Background and Existing Conditions:

A new Downtown Connection Center (DCC) is identified in Mountain Line's 2020 Strategic Plan as the highest priority capital project in order to support public transit service within the community. Since 2009, Mountain Line has operated the existing DCC under an Intergovernmental Agreement (IGA) and licensing agreement with the City of Flagstaff for use of City owned parcels on Phoenix Avenue. This transit hub serves approximately 52,000 riders monthly and has upwards of 300 buses accessing the site daily at our current level of service.

The existing DCC has capacity for nine buses at two curb islands and two on-street loading zones developed for 30' buses, that were in operation in 2009. Mountain Line currently operates 40' and 60' buses and has made minor accommodations and upgrades to fit our new fleet into the existing DCC. The existing loading zones have no additional capacity for transit service expansion and presents significant operational challenges for existing service levels. Under our current conditions, Mountain Line has to get creative about connection schedules and bus dwell locations.

The existing DCC has minimal amenities for riders and drivers. A portion of the existing City warehouse is used for a driver comfort station with restrooms and a breakroom for staff. Aside from two bus shelters, there are no customer service or amenities for patrons.

Due to these limitations, in FY2018, NAIPTA applied for and received a $6,777,938 Federal Transit Administration (FTA) Section 5307/5339 grant (80% federal/20% local) awarded through ADOT for acquisition, design and construction of a new connection center. Then, is 2019, NAIPTA applied for and received a second FTA Section 5339 grant bringing an additional $15,675,000 in federal funds to the project. Mountain Line now believes it has adequate funding to develop a true, multimodal, community asset in the heart of downtown.



Alternatives Analysis

Last fall, Mountain Line conducted an Alternatives Analysis to evaluate a variety of sites for the new connection center. It was determined that sites needed to be a minimum of 141,000 square feet to accommodate bus maneuvering and an administration facility. Sites also needed to be within ¼ mile of the downtown core to ensure the connection center would be within walking distance of that major activity center. Four sites met the criteria and were further analyzed using 66 criteria in 10 overall categories. The site screening criteria included: site access for buses, pedestrians and bicycles: route network impacts; appropriate land use and zoning; community support; railroad/utility impacts; environmental; cost; and existing ownership. Expanding the current site on Phoenix Avenue was identified as the highest-ranking alternative.

Downtown Connection Center Needs and Programming

Mountain Line has identified the following items as key elements of the connection center.

- Provide improvements for the ingress/egress of buses to connect to major arterials.
- Develop an inviting, welcoming space for customers with focus on safety and security and a context-sensitive, sustainable design.
- Provide customer service office(s), safety/operations supervisor offices with minimum footprint of 3,500-5,000 square foot building.
- Separate transit operations from personal vehicles and provide for long-term service expansion with capacity for up to 15 bus bays.
- Develop administrative offices with the possibility of conference or community space.
- Develop opportunities for other transportation modes such as bike share, car share and/or ride hailing services, connection with regional services, bike lockers, rider drop off and customer parking.

Additional items have been identified as desired, but not required:

- Revenue generation component such as building space for partnership opportunities including office or other uses to be determined.
- Public art.
- Community space.
- Civic space.
- Other partner needs.

Next Steps

Mountain Line and City of Flagstaff will consider an Intergovernmental Agreement (IGA) to identify roles and responsibilities of both parties for the use of DCC at the Phoenix Avenue location. Upon approval of an IGA, Mountain Line will engage the public in an online survey about programming and features of the site to inform concept planning. Mountain Line will also work with partners to identify potential joint development opportunities. Because the project is federally funded, an environmental review will also be conducted. Approval of all plans will be subject to the review and approval of City Council prior to the issuance of permits.



Mountain Line recognizes time is of the essence to develop a new DCC due to the pending Rio de Flag Project. The Rio de Flag project construction will impact the current downtown connection center, meaning plans for the permanent DCC need to be well ahead of the Rio de Flag Project.

Connection to City Plan's

Climate Action and Adaption Plan (implementation is a City Council Goal)

- STRATEGY 2. Prioritize, incentivize, and promote transportation by biking, walking, and transit.

Flagstaff Regional Plan

- Policy LU.5.5. Plan for and promote compact commercial development as activity centers with mixed uses, allowing for efficient multi-modal transit options and infrastructure.
- Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals
- Goal T.7. Provide a high-quality, safe, convenient, accessible public transportation system, where feasible, to serve as an attractive alternative to single-occupant vehicles.
- Policy T.7.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities

Southside Neighborhood Specific Plan

- The Downtown Connection Center at this location is supported.



CONTRACT FOR PURCHASE OF SERVICES

Contract No. 2021-26

This Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Haddad Drugan LLC, a Washington State Limited Liability Company ("Contractor" or "Artist').

WHEREAS, City issued Request for Statement of Qualifications #2021-26 for Artistic Services for Downtown Connection Center, and Contractor was selected to provide artistic services through a competitive process;

WHEREAS, City and Contractor anticipate that the artistic services will be provided over a period of time, and pursuant to a series of mutually satisfactory agreements, and seek to enter into this initial contract for artistic services through Conceptual Design approval;

WHEREAS, the City desires to receive and Contractor is able to provide materials and/or services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

1. Scope of Work: Contractor shall provide the services generally described as follows:

Downtown Connection Center Artistic Services
(through Conceptual Design Approval)

and as more specifically described in the Scope of Work attached hereto as *Exhibit A*.

2. Compensation: In consideration for the Contractor's satisfactory performance, City shall make payment to the Contractor not to exceed Twenty Five Thousand Dollars and zero cents ($25,000.00) which shall be all inclusive and payment in full for materials, labor, work, travel, taxes, insurance and any other expenses needed to complete the Services. Payments shall be paid in three installments, per *Exhibit A*. Artist will not be required to obtain a permit from Community Development Services to complete the work under this Contract.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A.*

4. City Representative: The City Representative is Jana Weldon, Beautification, Arts & Sciences Project Administrator, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.

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

6. Contract Term: The Contract shall be effective as of the date signed by both parties and shall continue for a two (2) year term, unless sooner terminated. The services shall be completed per the schedule set forth in *Exhibit A* and any amendments.

7. Renewal: This Contract may be renewed for an additional two (2) year term by mutual written consent of the parties. The renewal must be in writing signed by both parties.

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

9. Price Adjustment: Any price adjustment must be approved in advance by the parties in writing, and will be processed as a change order or contract amendment. The City Manager is authorized to approve a price adjustment of up to $25,000 (total contract price not to exceed $50,000).

10. 10. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"); however, at Contractor's election Contractor may retain any original so long as Contractor provides City with an agreed upon duplicate or copy.

11. Intellectual Property Rights Warranty; City Ownership and Use of Artwork; Artist Ownership of Artwork Copyright and Commercial Use. The rights of the parties are set forth in *Exhibit A*

12. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, upon request Contractor shall immediately deliver to City copies of all of City's work product that have not previously been delivered and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

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

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

To the City:

Brian Eilerts
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Brian.Eilerts@flagstaffaz.gov

Jana Weldon
Beautification, Arts & Sciences Project Administrator
211 W. Aspen Ave
Flagstaff, AZ 86001
Jana.Weldon@flagstaffaz.gov

To Contractor:

Laura Haddad
Haddad Drugan LLC
315 28th Avenue S.
Seattle, WA 98144
Laura@Haddad-Drugan.com

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

CONTRACTOR

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

A. SITE:

The City of Flagstaff is designing art and beautification projects at the New Mountain Line Downtown Connection Center (DCC), an expansion of the existing transit hub on Phoenix Ave, between Milton St and Beaver St, Flagstaff, AZ 86001. The existing site is the favored location but is subject to change at the time of this contract. Final site selection for the new DCC is anticipated in the Spring of 2021.



(Current Proposed Site Satellite View)

B. DESIGN:

Downtown Connection Center Vision

A new Downtown Connection Center (DCC) is identified in Mountain Line's 2020 Strategic Plan as the highest priority capital project in order to support public transit service within the community. Since 2009, Mountain Line has operated the existing DCC under an Intergovernmental Agreement (IGA) and licensing agreement with the City of Flagstaff for use of City owned parcels on Phoenix Avenue. Mountain Line, after receiving significant Federal Transit Authority grants is moving to develop a true, multi-modal, community asset in the heart of downtown. The Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) presented the project on April 21, 2020 to City Council.

Mountain Line's vision is to create an inviting and welcoming space for customers, with a focus on safety and sustainable design. The new DCC will provide necessities including restrooms, customer service, operations and dispatch spaces, and administrative offices. It will be a multimodal connection center and provide for long-term service expansion, regional transportation services, and be a hub of bikes and pedestrian activity.

Public Art and Beautification Elements or Projects

The Artist will work with a design team to identify and design public art and beautification elements or projects that integrate with the new Downtown Connection Center (DCC). The design team will include

but is not limited to the Artist, City staff, Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) staff, and the selected design engineer and contractor(s) for the new DCC.

For design of all beautification and public art elements, the artist must adhere to designated areas and measurements as specified by Beautification, Arts & Sciences staff and by Mountain Line Staff. Upon execution of the Contract, City shall provide to Artist drawings and information describing the existing Site, current design showing Site's future use as a transit hub, and noting any areas not appropriate for art elements.

It is an essential element of the Artist's services to coordinate with the City as well as Mountain Line and any project contractors and other persons who may be involved with the development of the Site and Artwork design.

Direction for the public art and beautification is to successfully contextualize art and beautification projects; to create an opportunity for local emerging artists; to amplify the programming to the greatest extent possible; to design artwork that identifies represents an ideal transportation hub – active, connected, welcoming.

The Artist will complete design development for public art and beautification projects for the DCC project through conceptual plan approval. Design development includes Preliminary Conceptual Design (30% design), incorporation of revisions from responses to those designs from Planning and Zoning review, public comment forums, and Beautification and Public Art Commission review to achieve Conceptual Plan approval (60% design). While in the process of conceiving the Preliminary Conceptual Design, Artist will share work in progress with City to ensure that conceptual direction meets project intentions.

Design Costs and Preliminary Budgets
Artist will prepare preliminary budgets with good faith estimates for each of the art and beautification elements for consideration both at the Preliminary Conceptual Design stage (30% design) and Conceptual Plan approval (60% design). City (Mountain Line) shall provide estimate of costs associated site preparations required for artwork installation such as removal of existing improvements or vegetation and environmental remediation; and features that are not unique to the art and beautification elements such as concrete work, standard seating and handrails.

Design Development does not require preparation of engineering or construction documents; however, the preliminary budgets shall include good faith estimates of all costs for completion of the art and beautification projects.

Artist shall identify and design public art and beautification projects for the DCC project that can be completed within the planned funding limits. Currently the Beautification, Arts & Sciences 5-yr plan has $245,000 Beautification funds for the Downtown Connection Center next fiscal year (2021-2022) and $225,000 the following year (2022-2023). This planned funding is subject to change based on recession planning or changes in the local bed, board and beverage or BBB ta) revenues. City is responsible for promptly notifying Artist of any changes in planned funding limits. Artist shall complete any additional services necessary to bring the public art and beautification projects scoping within the planned funding limits prior to Conceptual Plan completion and will be relied upon by Mountain Line to inform its decisions for future contracts to implement approved public art and beautification elements or projects. If funding for the public art and beautification elements significantly changes after Artist has completed Preliminary Conceptual Design or Conceptual Plan approval, Artist will be paid for the additional redesign services requested by City pursuant to a change order and appropriate price adjustment.

Preliminary Conceptual Design (30%) Deliverables
Preliminary Conceptual Design deliverables shall include representations of the Artwork's appearance, dimensions, color, material, finishes, and location(s) on the Site. The Artist will create appropriate visuals to convey his/her design(s) for all City and Mountain Line approvals, including either a three-dimensional maquette or computer model from which to render visual representations. Artist shall also note which elements may be subject to change as the design develops.

Conceptual Plan (60%) Deliverables
Conceptual Plan deliverables shall include modifications and developments to the Preliminary Conceptual Design as directed by the City, input from stakeholders and design team, and as determined to be necessary by Artists to enhance aesthetics and be achievable structurally and within the assumed project budget; as well as drawings describing anticipated fabrication methods, weight and methods of attachment; written or verbal description to design team of site preparations (e.g., surface preparation, foundations, electrical requirements, etc.) that need to be performed and/or provided by City to support artwork; description of an opportunity and budget for local emerging artists; and preliminary description of anticipated maintenance requirements.

Public Outreach
The Artist, in coordination with City Beautification, Arts & Sciences staff and with Mountain Line staff, will conduct public outreach prior to commencing design. All public outreach will meet City standards for COVID-19.

The Artist will conduct at least one in-person site visit at the time designated by City Beautification, Arts & Sciences staff. The site visit will meet City standards for COVID-19.

Following completion of Preliminary Conceptual Design, the Artist, in coordination with Beautification, Arts & Sciences staff, will conduct a virtual public meeting or public outreach to present and receive feedback on his/her design concept from the community. Any meeting or outreach will meet City standards for COVID-19.

C. DESIGN MODIFICATIONS:
The City's right to approve or reject the Artist's conceptual design(s) will be at the City's sole discretion. If the City determines that the proposed conceptual design(s) requires modifications, the Artist will be required to submit revisions to design proposal(s) within a reasonable period of time specified by the City. Artist at its own expense will complete minor revisions. Following acceptance of Preliminary Conceptual Design, significant changes to design as requested by City will be considered additional work and a change order will be issued for the additional services with appropriate price adjustment..

If site changes after Contractor has completed any design work, a change order will be issued for redesign services with appropriate price adjustment.

Artist and City acknowledge that City's approval of Preliminary Conceptual Design (30%) deliverables is a requirement prior to commencement of work to develop Conceptual Plan (60%) and that approval of Conceptual Plan deliverables is a requirement prior to commencement of artwork engineering and fabrication. If City does not approve a design, either party may terminate this Contract for convenience, and City will pay Artist for all work completed.

D. PAYMENT SCHEDULE:

1. Initial payment - **$5,000 (20%)** – Shall be paid upon the Artists' participation in the public outreach for the project estimated to be completed by **February 28, 2021**.
2. Progress payment **- $12,500 (50%)** – Shall be paid upon submittal of conceptual designs with designated visuals**,** estimated to be completed by **May 31, 2021**.
3. Final payment **- $7,500 (30%)** – Shall be paid upon completion of design development (as defined in Section B)**,** estimated to be completed by **October 31, 2021**.

E. NOTICE AND CORRECTION OF DEFICIENCIES:

If at any time the City determines that the Artist's services do not conform to the scope of services under this Agreement, the City reserves the right to notify the Contractor in writing of the deficiencies and that the City intends to withhold the next payment within 30 days of the determination, and the City may issue a stop work order. Contractor will have 30 days to cure the City's objections and will notify the City in writing of completion of the cure. If Contractor disputes the City's determination, within 15 days of Contractor's receipt of City's notice, Contractor shall notify the City in writing. In such event, the City shall make reasonable efforts to resolve the dispute however, final determination as to whether Contractor has complied with the terms of this Agreement will remain with the City.

F. INTELLECTUAL PROPERTY RIGHTS WARRANTY:

Artist hereby warrants that its designs provided, and that the purchase and use of the Artwork (designs) pursuant to this Agreement does not infringe on any patent, trademark or copyright or other proprietary rights of any third parties.

G. CITY OWNERSHIP AND USE OF ARTWORK (DESIGNS):

a. Artist grants City the non-exclusive right to photograph, reproduce or manufacture renderings of the Artwork of all sizes, materials, in full color, or black and white (collectively "the Artwork Reproductions").
b. Artist grants the City the non-exclusive right to display the Artwork Reproductions on City property.
c. Artist grants City the non-exclusive right to publish the Artwork and Artwork Reproductions in any type of medium, including but not limited to electronic formats for the purposes of city or public transit publicity, marketing, community outreach, education, or public exhibition, local public or library or city calendars, and public transit service advertising.
d. Upon prior written request of Artist, City shall place a copyright notice on the Artwork or Artwork Reproductions prior to manufacture.
e. City shall have the right to allow Mountain Line to exercise any or all of City's legal rights related to ownership and use of the Artwork (designs) provided pursuant to this Agreement.
f. In the event Artist is not able to continue providing artistic services to City through subsequent phases of the Downtown Connection Center development, and/or the parties are not able to agree upon a commercially reasonable terms and conditions for completion of the artistic services for the subsequent phases of the Downtown Connection Center development despite good faith negotiations, then the City shall have the right to develop the Artwork Conceptual Plan using the services of another contractor(s) but may not have the right to call the work an Artwork by Haddad|Drugan.

H. ARTIST OWNERSHIP OF ARTWORK COPYRIGHT AND COMMERCIAL USE:

1. Except as provided for in this Contract (paragraph G, related to City ownership and use), the Artist retains: (1) all rights to the Artwork (designs) under the Copyright Act of 1976, 17 U.S.C. § 101, et seq., as amended by the Visual Artists Rights Act (VARA), and any successor act; and (2) all rights expressly granted in this contract, as well as any and all other intellectual

property rights in the Artwork, whether statutory or common law, international, federal, state or local, except as specifically set forth herein.

2. Artist may, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright of the Artwork in the Artist's name and may provide the City with a copy of the application for registration, the registration number and the effective date of the registration.
3. Artist as copyright owner may use or sell the Artwork for commercial purposes, so long as such sale is subject to City's ownership and use rights as stated herein.

I. MESSAGING OF ARTWORK:

Artists shall use best efforts to ensure that no work or services funded under this Contract shall inhibit, promote, or convey a religion, a political party or position, or a religious or political message or advocacy.

J. SURVIVAL OF PROVISIONS:

These representations and warranties shall survive the termination or other expiration of this Agreement:

1. INTELLECTUAL PROPERTY RIGHTS WARRANTY;
2. CITY OWNERSHIP AND USE OF ARTWORK;
3. ARTIST OWNERSHIP OF ARTWORK COPYRIGHT AND COMMERCIAL USE;
4. MESSAGING OF ARTWORK.

K. PERMITS AND LICENSES

Artist will obtain a business license from the City pursuant to Flagstaff City Code, Chapter 3-01. Artist will be responsible for obtaining any transaction privilege tax license if required by the Arizona Department of Revenue, www.azdor.gov. Mountain Line will be responsible for obtaining any necessary permits from the City Community Development for the Downtown Connection Center project, which will incorporate the Artwork/designs under this Contract.

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-26

EXHIBIT B

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS
(As included in the solicitation for the Contract, and includes modifications as shown)

IN GENERAL

1. **NOTICE TO PROCEED:** Contract shall commence upon effective date of the Contract.

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

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

4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.

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

PAYMENT

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

7. **LATE INVOICES:** The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year. The City Representative shall keep Contractor apprised of schedule to ensure that work tasks are completed in synchronization with City's fiscal requirements for full payment.

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

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

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

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

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

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

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

SERVICES

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

INSPECTION, RECORDS, ADMINISTRATION

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

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

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

CONTRACT CHANGES

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

19. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.

20. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.

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

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

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

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

EMPLOYEES AND SUBCONTRACTORS

25. SUBCONTRACTING: Contractor may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

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

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

28. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on this Contract to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor

agrees to assist the City in regard to any random verification performed. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

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

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

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

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

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

34. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor.

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

36. PAYMENT UPON TERMINATION: Upon termination of this Contract for any cause described in this Agreement, City will pay Contractor for satisfactory performance up until the effective date of termination, including for work in progress that has not yet been submitted. This payment amount shall be determined through communications and fair mutual agreement between City and

Contractor. City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

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

38. CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511): The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Contractor except final payment as described in Clause 36.

MISCELLANEOUS

39. INSURANCE: Contractor shall maintain workers' compensation insurance if Contractor has employees.

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

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

42. THIRD PARTY BENEFICIARIES: This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties, with the following exception: Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) doing business as Mountain Line is an express third party beneficiary of this Contract.

43. GOVERNING LAW: This Contract shall be construed in accordance with the laws of Arizona.

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

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

46. FORCE MAJUERE: There may be events that occur during the term of this Contract that are beyond the control of both the City and the Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God. These events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of this Contract.

There will be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the events described above, and the City will pay no additional costs incurred as a result of such events.

The parties agree to act in good faith to extend the Contract completion date without any penalty to the Contractor and that the extension will be in an amount of time equal to any temporary delay.

This term supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

EXHIBIT C

INSURANCE REQUIREMENTS

(Includes modifications as shown)

1. In General. Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Contractor, its agents, representatives, employees or contractors.

2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this Contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.

3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Contractor from liabilities that might arise out of this Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. ~~Umbrella Coverage $2,000,000~~

   c. Automobile Liability –
   Any Automobile or Owned, Hired
   and Non-owned Vehicles
   Combined Single Limit Per Accident
   for Bodily Injury & Property Damage $1,000,000

   d. Workers' Compensation and Employer's Liability (If Contractor has employees)

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Contractor shall be solely

responsible for any self-insured retention amounts. City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Contractor, including products and completed operations of the Contractor, and automobiles owned, leased, hired or borrowed by the Contractor.

   b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.

   c. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.

   d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

   f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Contractor for the City.

6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:

   Attention: Brian Eilerts, Senior Procurement Specialist
   Contract No. 2021-26
   Purchasing Department
   City of Flagstaff,
   211 W. Aspen Avenue
   Flagstaff, Arizona 86001
   Brian.Eilerts@flagstaffaz.gov

7. Acceptability of Insurers. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

8. Certificates of Insurance. The Contractor shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Contractor commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Mark Richardson, Operations Manager
Co-Submitter:	Patrick Brown
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Approval: Red Gap Ranch Grazing Lease with Bar T Bar Ranch

STAFF RECOMMENDED ACTION:

Approve the Grazing Lease with Bar T Bar (-T-) Ranch and authorize the City Manager to execute the contract.

Executive Summary:

The City of Flagstaff advertised the grazing opportunity at Red Gap Ranch. Four initial bidders were interested one being the prior leaseholder. Final bid submissions were by three bidders with Bar T Bar Ranch being the highest responsible bidder. Bar T Bar Ranch included an acceptable grazing management plan that better utilizes the ranch than prior grazing and provides for rangeland stewardship, environmental stewardship, and sustainability. Bar T Bar Ranch is also one of the founding members of the Diablo Trust.

The proposed lease agreement is proactive in ensuring that the City can pursue alternate uses on the property under the agreement, and the recommended Lessee understands and has confirmed its commitment to support the City in those endeavors.

Financial Impact:

The grazing lease provides an annual fee/revenue to Water Services to offset any maintenance costs associated with the Red Gap Ranch. There are no negative financial impacts with the grazing lease.

Policy Impact:

Red Gap Ranch Grazing Lease with Bar T Bar Ranch furthers the city's commitment to environmental stewardship and sustainability.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative Infrastructure: Utilize existing long range plans that identify the community's future infrastructure needs and all cost associated - Red Gap Ranch is part of the 100-year water supply for the City of Flagstaff.

Environmental Stewardship: Actively manage and protect all environmental and natural resources; Increase the private sector's participation in environmental stewardship efforts - Bar T

Bar ranch is a part of the Diablo Trust which supports environmental stewardship rangeland stewardship and sustainability.

Regional Plan

Red Gap Ranch grazing is an Integral part of protecting and maintaining the watershed at Red Gap Ranch.

Has There Been Previous Council Decision on This:

October 13, 2020, Staff presented the scope of work for the IFB and received direction from Council on Red Gap Ranch Grazing lease.

Options and Alternatives:

Reject all bids and re-advertise for a grazing operator.

Background/History:

The City's Purchasing Section conducted an Invitation for Bids (IFB) solicitation for a Red Gap Ranch Grazing Lease. Purchasing posted the solicitation on the City's PlanetBids website on October 19, 2020, and it was advertised in the Arizona Daily Sun on October 23, 2020, and October 30, 2020. On November 10, 2020, Purchasing received a total of three (3) responses. Purchasing and staff reviewed all bids received and found Bar T Bar Ranch, Inc. the highest responsive responsible bidder.

Expanded Financial Considerations:

The annual grazing lease will cover the costs associated with the annual maintenance of Red Gap Ranch and all associated costs of holding the grazing lease for Arizona State Lands within the ranch boundary.

Attachments:

Red Gap Ranch Location
RGR Roads, fence and tanks
Grazing Lease Agreement
Agreement Attachment A - IFB
Agreement Attachment B - Submitted Bid
Agreement Exhibit A - Legal Description
Agreement Exhibit B - ASLD Lease

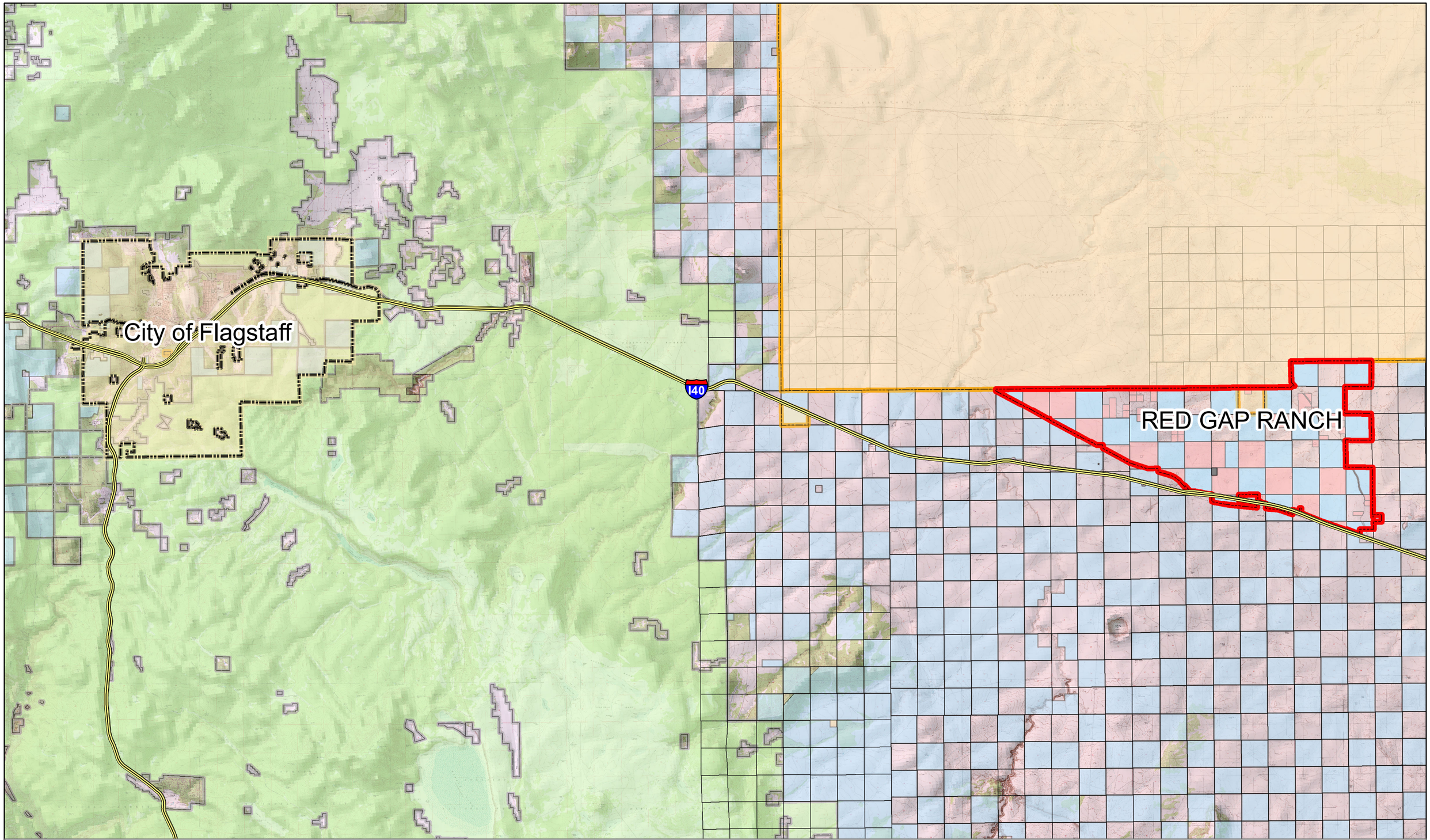


Figure 1. LOCATION of RED GAP RANCH

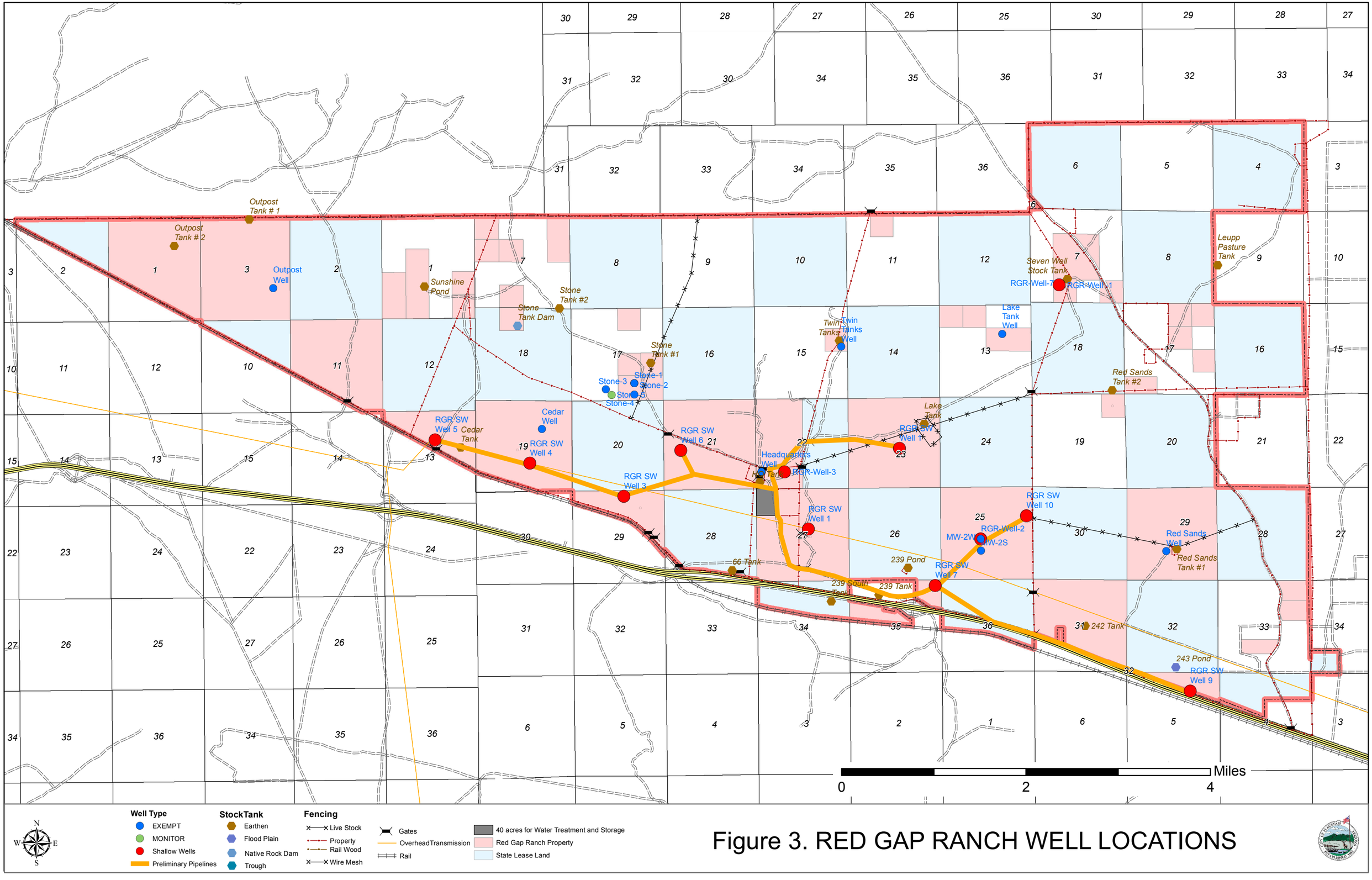


Figure 3. RED GAP RANCH WELL LOCATIONS

LEASE AGREEMENT

GRAZING LEASE, RED GAP RANCH

CITY OF FLAGSTAFF
ARIZONA

December 2020

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GRAZING LEASE AGREEMENT

This Grazing Lease Agreement ("Agreement") is made and entered into this ___day of _____2020, by and between the City of Flagstaff ("Lessor"), a municipal corporation with offices located at 211 West Aspen Avenue, Flagstaff, Arizona 86001, and Bar T Bar Ranch, Inc., an Arizona corporation (hereinafter referred to as "Lessee") with its corporate office located at 3110 Crater Ranch Road, Winslow, Arizona.

RECITALS

1. Lessor is the owner of certain ranges and range rights consisting of patented lands and lands held under Arizona State Grazing Lease Number 05-3321 lying and being situated east of the City of Flagstaff, Coconino County, State of Arizona, such ranges being locally referred to and known as the "Red Gap Ranch." The patented lands are described in **Exhibit A**, attached and made a part of this Agreement ("Patented Lands").The lands held under Arizona State Grazing Lease Number 05-3321 are described in **Exhibit B**, attached and made a part of this Agreement ("State Lands").

2. Lessor has accepted the bid of Lessee for grazing livestock at the Red Gap Ranch location.

3. Lessee desires to lease the Patented Lands and State Lands (sometimes collectively referred to as "Red Gap Ranch" or "Leased Premises") for the purpose of running a livestock operation on the Leased Premises. The conduct of such livestock operation will be under the sole management, cost and responsibility of Lessee.
4. Lessor, as the owner of Red Gap Ranch land, has the authority to impose and collect all rentals, fees and charges related and incidental to Lessee's use of the Red Gap Ranch land.

NOW, THEREFORE, Lessor does hereby agree to lease to Lessee, and Lessee does hereby agree to lease from Lessor, certain land, rights, and privileges in connection with and on the Red Gap Ranch land as follows:

I. LEASE AND SUBLEASE

A. Lease of Patented Land.

Lessor does hereby lease to Lessee, and Lessee's permitted successors and assigns, and Lessee does hereby take and lease from Lessor the land described in **Exhibit A** ("Patented Lands") for the purposes of running a livestock operation on the Red Gap Ranch, as more particularly contained in this Lease Agreement, subject to Lessor's reservation of the following specified rights and all other rights not directly in conflict with Lessee's livestock grazing operation ("Operation"):

1. The exclusive right to all mineral rights, of any kind, appurtenant to the Patented Lands described in this Agreement owned, controlled or possessed by Lessor; and Lessor shall be entitled to prospect for, drill, produce, mine or extract such minerals, provided such activity does not substantially interfere with Lessee's

Operation.

2. The exclusive right to all timber or forest products, of any kind, appurtenant to the Patented Lands which Lessor owns, controls or possesses, including the right to harvest, cut, process, fabricate, remove or extract such timber or forest products, provided such activity does not substantially interfere with Lessee's Operation.

3. The exclusive right to grant easements, rights of way, licenses, permits, leases or enter into third party contracts, provided such use by or under authority from Lessor does not substantially interfere with the operation of Lessee. Lessee expressly acknowledges and understands that Lessor is contemplating entering into a lease of a portion of Red Gap Ranch for solar energy creation purposes, and Lessee acknowledges and agrees that such use would be compatible with Lessee's Operation, and Lessee does not to object to leases, licenses or permits which may be granted by Lessor for such purposes.

4. The exclusive right to survey, drill wells and improve the surface of the Patented Lands or maintain and repair all improvements situated on such lands, provided such activity, by or under authority of Lessor, does not substantially interfere with the Lessee's Operation.

5. The exclusive right to all water from any source on or under the leased premises.

6. The exclusive right of ingress and egress to any part or portion of the Red Gap Ranch for any purpose not in direct conflict with Lessee's Operation.

7. All other uses not directly in conflict with Lessee's Operation.

B. Sublease of State Lands.

Lessor and Lessee mutually agree that for purposes of this Lease Agreement, the leasing of any lands described in **Exhibit B** under Arizona State Grazing Lease Number 05-3321 shall be considered a sublease of such lands and shall be subject to all rules and regulations of appropriate governmental authorities controlling the use of such lands owned by the State of Arizona. Permission for such sublease shall be obtained in writing from the Commissioner of the Arizona State Land Department, and if such permission is not obtained, this Lease Agreement shall automatically become null and void upon the date that Lessor receives notice from the State Land Department that the sublease has not been approved.

Lessee agrees to conform with the following:

1. Adhere to the City of Flagstaff's Community Priorities and Objectives, Climate Action and Adaptation Plan, and Water Services Master Plan.
2. Integration of grazing, ecosystem health, and land management best practices

3. Support the City's effort to integrate a variety of initiatives that include, but are not limited to, renewable energy development, carbon sequestration, research, and pilot sustainability projects.
4. Support wildlife restoration projects on the Red Gap Ranch property
5. Participate in scientific studies and/or work with institutions of higher learning.
6. Utilize wildlife friendly fencing and harvest practices (if harvesting is considered in your bid).
7. Implement and test new methods to reduce livestock and wildlife conflicts.
8. Implement grazing practices that support wildlife, water quality, and ecosystem health.
9. Provide a Livestock Grazing Management Plan (LMGP)
10. Meet the requirements of Arizona State Land Department for holding a sublease for grazing on Arizona State Lands, City of Flagstaff shall hold the grazing lease on all State Lands within the boundary of Red Gap Ranch. Requirements for the sublease are outlined in the Sub-Lease Application (Exhibit D).

C. Possession.

Subject to **Article I(B)** above, Lessee shall take possession of the leased premises upon the later of the effective date of this Lease Agreement or receipt by Lessor of written permission for such sublease from the Commissioner of the State Land Department.

II. TERM

A. Term.

The term of this Agreement shall be for an initial (3) three-year period. The initial (3) three-year term shall commence on _____, 2020 and end on December 30, 2023.

B. Extension.

Upon the expiration of the initial term of this Agreement, the parties may, upon mutual agreement, extend this Agreement for two (2) additional one (1) year term. Lessee shall request extension of this Agreement by giving the City written notice at least ninety (90) days prior to the expiration of the initial term of this Agreement. All terms and conditions of this Agreement not changed by mutual agreement of the parties shall apply to the renewal term of this Agreement.

III. RENT

A. Definitions. For purposes of computing rentals, Lessor and Lessee agree to the following definitions:

1. "Livestock Grazing Period" means the grazing period shall be treated as 185 days per contract year during the term of this Lease or any extensions thereof, and for rental purposes each year of lease shall be reassessed by City and Leasee. Any adjustments shall be approved by State and City leaser.

2 "Adult Livestock" means any livestock one year old or older; provided, however, that no rentals shall be computed or charged on rams.

3. "Lambs" means any sheep six months to one year of age, and, for purposes of this Lease Agreement, the grazing costs of lambs shall be fifty percent (50%) of the basic rentals for adult sheep, as hereinafter computed. Two (2) lambs shall equal one (1) adult sheep for grazing rental purposes. "Calves" means any bovine animal that's age is less than one year. Lease Agreement, the grazing costs of calves shall be sixty percent (60%) of the basic rentals for adult bovine, as hereinafter computed. "Steers/heifer" means any bovine animal that's age is greater than one year, but less than two years. Lease Agreement, the grazing costs of calves shall be eighty percent (80%) of the basic rentals for adult bovine, as hereinafter computed.

4. "Animal Unit (A.U.)" means the annual feed requirement to maintain one mother cow or the equivalent in thrifty condition.

5. "Animal Unit Month (A.U.M.)" is one-twelfth of an Animal Unit or the feed requirement to maintain a mother cow in thrifty condition for an average month of the year.

6. "Minimum Numbers of Livestock" means adult livestock or its equivalent.

7. For purposes of calculating "minimum numbers of livestock", "basic rentals" and "carrying capacity," "one (1) adult cattle" shall equal "five (5) adult sheep." Lessee may reference the U.S. Department of Agriculture definition at the following website: https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/plantsanimals/livestock/afo/

8. "Basic Rentals" means the total grazing rental reserved under this Lease Agreement based upon the actual number of head of livestock sheep for each annual livestock grazing period under this Lease Agreement computed on the following daily basis: $65,000.00 annually during the lease term.

B. Rentals.

1. Total rentals for livestock grazed during the term of this Lease Agreement or extensions thereto, as computed on the foregoing formula, shall be paid annually by Lessee to Lessor as follows:

(a) At the beginning of the Grazing Period, the sum of sixty-five thousand dollars ($65,000.00) cash;

(b) At the end of the Grazing Period, cash equal to the balance owing on the livestock rental account for the livestock grazing period ending at the term of contract specified 185 days

2. In addition to the rentals reserved above, Lessee shall pay to Lessor all applicable privilege, sales and excise taxes which may be legally levied or imposed upon rent now or later by any governmental agency.

3. All rentals shall be paid by Lessee to Lessor at the address of Lessor as provided below for the giving of notices.

4. Lessor shall have a lien for unpaid rent on all livestock owned by Lessee ranging upon the leased property as of the date any rental delinquency shall occur.

IV. LESSEE'S OPERATION

A. Lessor's Operation.

The business to be conducted by Lessee upon the range lands, Patented Lands and State Lands embraced by this Lease Agreement shall be that of a livestock operation, and Lessee agrees to conduct and manage said livestock operation at its sole cost and expense and in a good and livestock manlike manner. The operation shall include, by way of illustration but not necessarily by way of limitation, the production of mutton by breeding, growing, fattening, pasturing or grazing.

1. Livestock placed on the leased range area shall be owned or controlled by Lessee and shall bear one of the irons or brands of Lessee.

2. Lessee shall, at its sole expense, promptly comply with all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of any governmental authority having applicable jurisdiction, which may in any way apply to the maintenance, operation or use of the leased premises as herein described.
3. The Lessor encourages sustainability with all of its operations. It is pertinent to uphold the City of Flagstaff Key Communities Priorities and Objectives.

V. CARRYING CAPACITY

A. Rental Basis.

All rentals reserved under this Lease Agreement shall be based upon the actual number of adult livestock actually pastured, from time to time, during the grazing period as defined within the Grazing Management Plan provided by the Lessee. The parties agree to negotiate annually the stocking rates allowed for each season upon the range as provided below in accordance with **Article VI**.

B. Maximum Number of Livestock.

The maximum number of livestock to be grazed on the range (both Patented and State Lands) embraced by this Lease Agreement shall not exceed the then current annual carrying capacity

appraisal per section of land as promulgated by the Arizona State Land Department on those State Lands included within the leased range area (currently rated at 0.41 AUM's per section) unless favorable range conditions allow for excess grazing. If Lessee wishes to exceed such appraised carrying capacity, it shall first obtain written permission of the Lessor and the State Land Commissioner. Based upon the current carrying capacity appraisal effective upon date of this Lease Agreement, the parties acknowledge and agree that the maximum carrying capacity on the leased premises is **181** animal units.

VI. COOPERATION

A. Reservation of Rights.

Lessee acknowledges that Lessor has reserved its rights to enter into other leases, permits and licenses with respect to the Red Gap Ranch, in accordance with **Article I** above.

B. Meetings.

Lessee agrees to cooperate with Lessor by attending quarterly meetings to be arranged and scheduled by Lessor on or about the dates of February 15, May 15, August 15 and November 15, throughout the term of this Lease at a location convenient to the parties. Such meetings shall include, by way of example but not by way of limitation, consideration of stocking rates, grazing schedules, new range improvement construction, improvement maintenance and repair schedules, and range or improvement enhancement programs.

VII. PEACEABLE POSSESSION

A. Possession of Patented Lands and State Lands.

Lessor agrees to furnish to Lessee peaceable possession of the Patented Lands and the State Lands upon commencement of the term of this Lease, subject, however, to the prior written approval for sublease of State Lands under existing State Land Department Grazing Lease Number 05-3321, which shall be the obligation of Lessor to obtain. Should such approval not be obtained by Lessor after exercise of reasonable diligence within three months from the date hereof, this Lease Agreement shall immediately terminate.

B. Compliance with Applicable Leases and Agreements.

Lessee agrees to abide by and comply with all of the terms, covenants, conditions and obligations under this Lease Agreement and State Land Department Grazing Lease Number 05-3321, except, however, that Lessor shall be responsible for payment of rentals under Grazing Lease Number 05-3321. In addition, Lessee agrees to abide by and comply with all of the terms, covenants, conditions and obligations under EQIP Contract No. 2002 7494572A047.

VIII. IMPROVEMENTS

A. Lessor shall not be required to make any improvements on the leased range during the term of this Lease. Subject to Lessor's consent as provided below, Lessee shall have the right, at Lessee's sole cost and expense, to make any and all improvements, additions or alterations on the leased premises, as in its sole discretion may be deemed necessary. All improvements, additions or alterations placed by Lessee on the leased premises during the term hereof or any renewal of this Lease Agreement shall be and become the property of the range owner (Lessor or the State of Arizona, as the case may be) immediately when placed upon the leased premises, and shall not be removed by Lessee upon termination of this Lease, unless otherwise agreed upon in writing by Lessor and Lessee.

B. Before placement, installation, alteration or construction of any improvement upon the leased premises, Lessee must first obtain the written consent of Lessor for the placement, installation, and construction of such improvement. Furthermore, before placement, installation, alteration or construction of any improvement upon State Lands included within the leased premises, Lessee agrees to furnish to Lessor, for execution, the proper application to obtain prior approval from the Commissioner of the Arizona State Land Department for the placement, installation and construction of such improvement. Upon completion of the construction of any such improvement upon State Lands, Lessee agrees to give Lessor, for execution, a Report of Improvement which shall be filed with the Arizona State Land Department.

C. During the term of this Agreement, Lessee shall, at its sole cost and expense, keep all improvements upon the leased premises in as good condition as the same areas of the commencement of this Lease Agreement, ordinary and usual wear and tear, acts of God, violence, vandalism or any other causes beyond the control of Lessee excepted.

D. In an effort to prevent erosion, Lessee agrees to conform to the best practices of the area in which the leased premises are located. Lessee shall not commit or permit or suffer the commission of any waste upon, or do or permit or suffer any damage to be done to the leased premises or any improvements thereon, or allow the range to be overgrazed, or cut or removed, or allow any timber or standing trees that may be upon the leased premises to be cut or removed, except such trees or timber as may be necessary for the maintenance of existing fences and improvements.

E. Notwithstanding anything to the contrary in this Agreement, Lessor agrees that Lessor will perform such tank, dam and reservoir work, whether by way of repairs, clean-out or new construction, as may be required because of destruction as set forth below, or that may be desired through mutual consent of the parties. Further, Lessor agrees to perform, at Lessor's expense, such cedar or juniper eradication work or reseeding programs as may be mutually agreed upon by the parties.

F. In the event any dirt tank, dam or reservoir shall be destroyed by flood, then, in that event, Lessor agrees to restore such dam, tank or reservoir at Lessor's sole cost and expense to the capacity of such dam, tank or reservoir before destruction. Lessor shall undertake such restoration within a reasonable period after receiving written notice of such destruction from the

Lessee, weather conditions permitting and with due regard to the availability of labor and equipment. Lessor shall, at the latest, restore such tank, dam or reservoir within one (1) year following receipt of written notice of destruction from Lessee.

IX. MAINTENANCE AND SERVICES

A. Lessee shall, at Lessee's sole risk and expense, provide and promptly pay for all labor, implements, tools, fuels and water and other materials and services of whatever kind or nature which may be used in the conduct of Lessee's operation and in performance of Lessee's obligations under this Lease Agreement, and Lessor shall not be liable for any part thereof.

B. Lessee shall hold Lessor harmless from all charges of any kind or character which could or which become the subject of a lien on the leased premises.
C. The Lessor shall supply the Lessee with any materials necessary to repair the perimeter fence and gates in order to properly secure the Ranch (i.e. fencing wire, poles, stakes etc.)
D. Cross fencing throughout the ranch shall be maintained by the Lessee. The fencing plan as provided shall be a guide to be used in the installation, and maintenance of the cross fencing. Cross fencing shall be 4-wire. Lessee shall provide at their expense, a minimum of one (1) fence miles to be installed or replaced per year during the period of this lease.
E. All cross-fencing work shall be submitted to and approved by the Lessor.

X. INSPECTION AND LIVESTOCK TALLY

A. Lessor or its authorized agents, at all reasonable times during the term of the Lease Agreement or any renewal, may enter upon the leased premises for the purpose of inspection of the range and improvements or conducting or supervising range improvements and determining range improvement decisions.

B. The parties mutually agree that Lessor shall have a right to tally numbers of livestock on the range at any time and to tally livestock on or off the range at mutually agreed times and methods; provided, however, that Lessor agrees to give Lessee not less than 14 days' written request of its desire to tally livestock.

XI. HORSES AND MULES

Without the payment of additional rentals, Lessee shall be entitled to keep and maintain upon the leased premises sufficient number of saddle horses, mules and/or pack burros as are necessary and required in the judgment of Lessee for the livestock operation. The number of saddle horses, mules and/or pack burros kept and maintained on the leased premises, when counted with the other livestock on the range, shall not exceed the then current annual carrying capacity appraisal per section of land as promulgated by the Arizona State Land Department on those certain State Lands included within the leased premises, unless the Arizona State Land Commissioner shall waive the carrying capacity limitation in writing.

XII. WATER AND RANGE RESOURCES

A. Lessee acknowledges that Lessor has reserved all water rights to the leased premises. All water developed or obtained by Lessee from any source located on the leased premises shall be used only on such range in connection with the Lessee's operation authorized under this Lease, and such water shall not be removed or exported to any other land without the prior written consent of Lessor.
   a. The Lessor shall be responsible for the maintenance and repair of the pump and motor for all water wells on site.
   b. The Lessee shall be responsible for suppling the portable generator (s) to operate any of the operating wells at Outpost, Cedar, Twin Tanks and Sunshine.

B. Lessor makes no warranties or representations to Lessee, express or implied, as to the adequacy of water, regardless of source, for use on the leased premises, or as to the adequacy of forage for grazing purposes situated on the leased premises.

XIII. TAXES AND ASSESSMENTS

Lessor shall, at its own cost and expense, pay and keep current all real property (ad valorem) taxes, State grazing rentals and any other assessments or taxes upon the leased premises. All taxes upon personal property including, but not limited to, livestock, feed, supplies, fuel, tack, machinery or equipment placed on the range area embraced by this Lease Agreement by Lessee, shall be the sole obligation and expense of Lessee.

XIV. CONDEMNATION

If the whole or a substantial part of the leased premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then and in that event, the term of this Lease Agreement shall cease and terminate from the date when possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. If less than the whole or a substantial part of the leased premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose and, as a result thereof, Lessee believes the carrying capacity of the ranch unit leased has been reduced, the question of carrying capacity reduction and rental reduction shall be submitted to dispute resolution in accordance with **Article XXVII,** should Lessor and Lessee be unable to resolve the dispute.

XV. BANKRUPTCY

If at any time during the term of this Agreement, there shall be filed by or against the Lessee in any court pursuant to any statute, a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, this Lease Agreement, at the option of the Lessor, may be cancelled and terminated. In such event, neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of any order of court shall be entitled to possession or to remain in possession of the leased premises but shall immediately quit and surrender the leased premises. Lessor, in addition to the other rights and remedies Lessor may

have at law or in equity, may retain as liquidated damages any rent, security, deposit or moneys received by Lessor from Lessee or others in behalf of Lessee.

XVI. REPRESENTATIONS AND WARRANTIES

A. Lessor has made no representations or promises to Lessee with respect to the leased premises, Lessee has inspected the leased premises, and Lessee leases the leased premises **AS IS**. Lessee's examination of the leased premises and taking of the leased premises shall be conclusive evidence as against Lessee that the leased premises are in a good and satisfactory condition at the time of possession by Lessee.

B. Lessor makes no warranty of title whatsoever, and this Lease Agreement is subject to easements, rights-of-way, restrictions and reservations of record or which may be observed upon an inspection of the leased premises and is subject to all reservations and restrictions contained in governmental patent or patents embracing any of the lands described in this Lease Agreement. and the lands described in this Agreement is also subject to all rules and regulations of the State Land Department of the State of Arizona insofar as this Lease Agreement includes a sublease of State Lands.

XVII. RELATIONSHIP OF PARTIES

Notwithstanding any joint decision arrangements provided for in this Agreement, the parties agree that nothing in this Agreement shall be deemed or construed to constitute a co-partnership or joint venture between Lessor and Lessee. The relationship created under this Agreement is that of landlord and tenant and no other. Lessor and Lessee shall not be mutually liable for any debts or obligations incurred by the other, nor shall they be mutually entitled to any benefits accruing to the other.

XVIII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Lessee, its employees, representatives and agents, shall comply at all times with all present or future applicable laws, rules, ordinances and regulations, and all amendments or supplements thereto, governing or relating to the use of Red Gap Ranch or the leased premises, as may from time to time be promulgated by federal, state or local governments and their authorized agencies.

XIX. INDEMNIFICATION AND WAIVER OF CLAIMS

A. Indemnification

1. Lessee shall indemnify, defend and hold harmless Lessor, its officers, officials, agents, employees and volunteers ("Indemnitee") from and against all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, costs of claim processing, investigation, and litigation, and reasonable attorney's fees (collectively referred to hereinafter as "Claims") whether or not meritorious, for bodily injury or personal injury, including death, or property damage, caused by or arising from, in whole or in part, the acts, errors, omissions, negligence, or alleged negligence of Lessee, or any

of Lessee's directors, officers, agents, employees, volunteers, contractors or subcontractors. This indemnification includes all Claims arising or recovered under the Workers' Compensation laws, or arising out of the failure of Lessee to comply with any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Lessee from and against all Claims. Lessee shall be responsible for all primary loss investigation, defense, and judgment costs where this indemnification is applicable. This indemnification by the Lessee shall extend, but not be limited to, the following:

(a) Construction by or through Lessee of any improvements or any other work or thing done in, on or about the leased premises or any part thereof;

(b) Any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the leased premises, areas adjacent thereto or improvements thereon by or through Lessee, or any nuisance made or suffered thereon, or any failure by Lessee to keep the leased premises or space comprising a part thereof in a safe condition;

(c) Any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the leased premises, areas adjacent thereto or improvements thereon, or any part thereof;

(d) Any lien or claim which may be alleged to have arisen against or on the leased premises, or improvements thereon, or any part thereof, or any of the assets of, or funds appropriated to, Lessor, or any liability which may be asserted against Lessor with respect thereto;

(e) Any acts or omissions of Lessee, Lessee's assignee or subtenant or any of its or their respective agents, contractors, servants, employees, licensees or invitees;

(f) Any failure on the part of Lessee to pay rent or landing fees, or to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, and the exercise by Lessor of any remedy provided in this Agreement with respect thereto;

(g) Any tax which Lessee is obligated to pay or cause to be paid, including any tax attributable to the execution, delivery or recording of this Agreement.

2. The foregoing provisions shall survive the expiration or earlier termination of this Agreement to the extent that the act, error, omission, negligence or alleged negligence arose prior to such expiration or termination.

3. Lessee shall hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the leased premises at the sole risk of Lessee, and, to

the extent set forth above, hold Lessor harmless from any loss or damage thereto by any cause whatsoever.

4. The obligations of Lessee under this Agreement shall not in any way be affected by the absence of covering insurance, or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Agreement.

5. In the event that any Claims are made or brought against Lessor by reason of any event, specified or unspecified, which is the subject of Lessee's foregoing indemnification, then, upon demand by Lessor, Lessee, at its sole cost and expense, shall defend such Claims in Lessor's name. Notwithstanding the foregoing, Lessor may engage its own attorneys to defend it or to assist in its defense, and Lessee shall pay the reasonable fees and disbursements of such attorneys.

6. Lessor recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges that the terms and conditions of this Agreement constitute good and valuable consideration provided by Lessee in support of this indemnification in accordance with laws of the State of Arizona.

B. Waiver of Claims

Lessee hereby waives all claims or causes of action against Lessor, its officers, officials, agents, employees and volunteers which it may have now or later for damages to any property on, about, or related to Red Gap Ranch, and for injuries or death to persons on, about or related to Red Gap Ranch, from any cause or causes arising at any time, except from the negligent or willful act or omission of City, its officers or employees.

XX. INSURANCE

A. Insurance Requirements

In addition to such insurance as may be required by law or regulation, Lessee, at its sole cost and expense, shall maintain in full force and effect throughout the term of this Agreement the insurance coverages, limits and endorsements required in this Agreement. These insurance requirements shall be minimum requirements for this Agreement and in no way limit the indemnification covenants contained in Section XXII. Neither the insurance requirements, nor the City's review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Agreement.

1. Minimum Scope and Limits of Insurance

(a) Commercial General Liability Insurance – Occurrence Form. Lessee shall maintain Commercial General Liability Insurance at limits of not less than $5,000,000 Combined Single Limit per occurrence for Personal Injury, Bodily Injury (including death) and Property Damage Liability and shall include, but not be limited to Premises

and Operations, Personal Injury, Products-Completed Operations, and Contractual. Fire Damage (Damage to Rented Premises) shall be not less than $100,000. Coverage shall be provided on a primary basis.

(b) Business Automobile Liability Insurance. Lessee shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used at Red Gap Ranch in an amount of not less than $1,000,000 Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability. Lessee shall maintain Business Automobile Liability Insurance in an amount no less than $5,000,000 Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Lessee's operations under this Agreement do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired and Non-Owned vehicles only.

(c) Workers Compensation Insurance. Lessee shall maintain Workers Compensation and Employers Liability insurance written in accordance with the laws of the State of Arizona providing coverage for any and all employees of Lessee. Coverage shall include Employers Liability with minimum limits of $500,000 each accident, $500,000 Disease-Policy limit and $500,000 Disease – Each Employee. Coverage shall include Broad Form All States Endorsement and Waiver of Subrogation in favor of City of Flagstaff. In the event Lessee subcontracts any portion of the work or services under this Agreement to another party, Lessee shall be responsible for ensuring its subcontractors maintain Worker's Compensation & Employers Liability Insurance.

2. Other Insurance Requirements

All policies shall contain the following provisions:

(a) Additional Insured Endorsement. Except for Workers Compensation/Employer's Liability Insurance, and Personal Injury Liability:

(i) The City of Flagstaff, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the leased premises subject to this Agreement and activities performed by or on behalf of Lessee, including products and completed operations of Lessee; and automobiles owned, leased, hired or borrowed by Lessee.

(ii) The City of Flagstaff, its officers, officials, agents, employees and volunteers, shall be named as additional insureds to the full limits of liability purchased by Lessee even if those limits of liability are in excess of those required by this Agreement.

(b) Lessee's insurance coverage shall be primary insurance with respect to Lessor, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance

maintained by Lessor, its officers, officials, agents, employees or volunteers, shall be in excess of the coverage of Lessee's insurance and shall not contribute to it.

(c) Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Coverage provided by Lessee shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

(e) All policies shall contain a waiver of subrogation against the City of Flagstaff, its officers, officials, agents, employees and volunteers for losses arising from Lessee's operations, occupancy and use of the leased premises under this Agreement.

3. Notice of Cancellation

Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Lessor. Such notice shall be sent directly to the Utilities Director as provided in Article XXVII(B) below.

4. Acceptability of Insurers

Lessee shall obtain insurance coverage hereunder with insurers duly licensed, or approved unlicensed companies, in the State of Arizona and with a "Best's" rating of not less than A-: VII. Lessor does not represent or warrant that the above required minimum insurer rating is sufficient to protect Lessee from potential insurer insolvency.

5. Verification of Coverage

Lessee shall have a signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured or maintained by Lessee in the types and amount(s) required hereunder, delivered to Lessor before the effective date of Agreement. The Certificate(s) of Insurance shall clearly state that the City of Flagstaff is an "Additional Insured" as required in this Agreement. The certificate(s) of insurance shall also provide for thirty (30) days written notice to Lessor before cancellation (ten (10) days for nonpayment of premium) or non-renewal of coverage. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

(a)Required insurance shall be subject to the review, acceptance, and approval of Lessor, at its reasonable discretion, as to form and types of coverage. Lessor's failure to maintain all insurance policies required in this Agreement shall constitute a material default of the Agreement by Lessee, entitling Lessor to exercise any remedies available to it under this Agreement, at law and in equity,

including the right to terminate this Agreement. All certificates of insurance shall be sent directly to the Utilities Director as set forth in Article XXVII(B) below.

6. Self-Insurance.

Lessor may allow insurance coverage required in this Agreement to be provided by Lessee's self-insurance plan, subject to prior written approval of Lessor's Risk Manager.

7. Deductibles, Coinsurance & Self-Insured Retention.

Lessee shall be fully and solely responsible for any deductible, or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

8. Approval

Any modification or variation from the insurance requirements in this Agreement shall have the prior approval of the Lessor's Risk Manager. Such action shall not require a formal Agreement amendment but may be made by administrative action.

9. Policy Review and Adjustment

Lessor, by and through its Risk Manager, reserves the right to periodically review any and all policies of insurance and to reasonably adjust the limits of coverage required from time to time throughout the term of this Agreement. Lessor may reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Lessor shall provide Lessee written notice of such adjusted limits or rejection, and Lessee shall comply within thirty (30) days of receipt of notice. Lessee shall be responsible for any premium revisions as a result of any such reasonable adjustment.

10. Invalidation of Policies

Lessee shall not knowingly use or permit the use of the premises for any purpose which would invalidate any policies of insurance existing now or written later on Lessee's premises. In the event Lessee's acts or failure to act shall cause cancellation of any policy, then Lessee shall immediately, before notification by Lessor, take such action as is necessary to reinstate or replace the required insurance.

11. No Representation of Coverage Adequacy

Lessee acknowledges the limits, coverages and endorsements required by section XX are intended to minimize liability for Lessor. Lessee agrees that it will not rely upon the requirements of this section XX when assessing the extent or determining appropriate

types or limits of insurance coverage to protect Lessee against any loss exposures, whether as a result of this Agreement or otherwise.

XXI. FORCE MAJEURE

The performance of all covenants in this Agreement, other than the covenants to pay rentals or other applicable fees or charges, shall be postponed and suspended during any period in which a Party's performance is prevented by acts of God, accidents, weather and conditions arising from them; strikes, boycotts, lockouts and other labor troubles; riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and attendant conditions; the exercise of paramount power by the federal government, either through the taking of the leased premises or the imposition of regulations restricting the conduct of business at the leased premises; acts of enemies, sabotage, terrorism, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction; inability to secure labor or adequate supplies of materials, products or merchandise; or any other delay or contingency beyond the reasonable control of the Party whose performance is so prevented or delayed. Any Party desiring to invoke force majeure shall provide notice to the other Party no later than fifteen (15) days following such Party's knowledge of the occurrence of such event and prompt notice of the cessation of such event.

XXII. ASSIGNMENT AND SUBLEASING

Lessee shall not at any time, without the prior written consent of Lessor:

1. Assign, sublease or transfer, or permit or participate in any assignment, sublease or transfer of, this Agreement or any of the rights, powers or privileges under this Agreement;

2. Merge, consolidate or combine, either directly or indirectly, with any other person, firm, corporation or entity operating at Red Gap Ranch under any other lease or agreement, whether such uniting, merging, consolidating or combining be through the sale of property or sale of stock or otherwise.

XXIII. CONDITION OF PROPERTY UPON TERMINATION

Lessee covenants and agrees that upon any termination of this Agreement, however caused, Lessee shall quit and surrender the leased premises, and perform all repairs of the leased premises reasonably necessary to restore the leased premises to the same condition it was in at the time this Agreement was entered into, reasonable wear and tear excepted.

XXIV. TERMINATION BY LESSOR

A. Termination

Lessee acknowledges and agrees that Lessor may, at its option, upon the occurrence of any of the following events, immediately or at any time thereafter, terminate this Agreement and, without demand or notice, enter into and upon the leased premises or any part, take possession of the leased premises, and expel Lessee and any persons claiming by, through or under Lessee. Lessor may remove Lessee's or others' property and effects, if any, forcibly if necessary, from the leased premises, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be available for arrearage of rent or breach of any provision of this Agreement:

1. If Lessee shall be in arrears in the payment of any rent or fee due under this Agreement for a period of ten (10) days or more;

2. The failure or refusal of Lessee to conduct its operations at Red Gap Ranch in compliance with the terms and conditions of this Agreement, and such failure or refusal continues for a period of at least ten (10) days after Lessor has notified Lessee in writing of such default;

3. The failure or neglect of Lessee to perform any of the covenants, terms and conditions of this Agreement (other than payment of rent or fee and continuous operation of Lessee's business operations), and the failure or neglect continues for a period of at least thirty (30) days after Lessor has notified Lessee in writing of the failure or neglect, or, in the event that the failure or neglect cannot be completely corrected within the thirty (30) day period, if Lessee has not actively begun correcting the failure or neglect within the thirty (30) day period;

4. The voluntary abandonment by Lessee of the leased premises or its operations at Red Gap Ranch for a period of thirty (30) days or more;

5. The seizure or taking of possession for a period of fifteen (15) days or more, of all or substantially all of the property used on Red Gap Ranch premises belonging to Lessee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;

6. The filing of any lien against the leased premises because of any act or omission of Lessee which is not discharged or contested in good faith (as Lessor shall determine in its sole discretion) by proper legal proceedings within twenty (20) days of receipt of actual notice of the lien by Lessee;

7. Lessee's willful falsification of any of its business records or books with the intent of depriving Lessor of any rents, fees or other rights under the terms of this Agreement;

8. If Lessee shall make or attempt to make an assignment, sublease, transfer, merger or consolidation of its business operations at the leased premises in breach of any of the terms and conditions of this Agreement; or

9. Any permanent injunction of Lessee's conduct of business on Red Gap Ranch premises by a court of final jurisdiction; provided, however, that if Lessee is temporarily enjoined from doing business at Red Gap Ranch, any resulting cessation of business by Lessee so long as the injunction remains in effect shall not be considered a breach of this Agreement or cause for termination by Lessor, unless and until the injunction becomes permanent.

F. **Termination for Convenience**

The City reserves the right to terminate, with or without cause, this Agreement upon ninety (30) days written notice. If any items being purchased in relation to the grazing of livestock on the property are truly unique and therefore not saleable or useable for any other application, the City shall reimburse Lessee for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the City after costs are claimed and allowed. Bidder shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

C. Additional Remedies

1. Statutory Remedies

In addition to any other remedies provided in this Agreement, Lessor shall be entitled to all of the remedies enumerated in Title 33, Chapter 3, Article 4 of the Arizona Revised Statutes, the provisions of which are hereby incorporated by reference into this Agreement, as if the same were set forth in their entirety, upon the occurrence of any of the events set forth therein.

2. Remedies Cumulative

The remedies of Lessor set forth in this Agreement shall be cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in the event of Lessee's breach of any provision of this Agreement. In addition to any other remedies set forth in this Agreement, Lessor shall be entitled to specific performance and to restraint by injunction of any breach, or attempted or threatened breach, of any of the terms, covenants, conditions or other provisions of this Agreement.

XXV. TERMINATION BY LESSEE

A. Termination

1. Termination for Cause

In addition to any other rights of cancellation it may have under this Agreement or by law, Lessee may, at any time that Lessee is not in default, terminate this Agreement at its option by giving Lessor thirty (30) days' prior written notice of termination, upon the occurrence of any of the following events:

(a) An order or action by the City or any other governmental authority substantially terminating Lessee's right to conduct its operations at Red Gap Ranch;

(b) The issuance, by a court of competent jurisdiction, of an injunction of at least thirty (30) days' duration, prohibiting or restraining the use of Red Gap Ranch as a grazing operation;

(c) A breach by Lessor of any material covenant of this Agreement, which remains uncured for a period of thirty (30) days following written notice of the breach to Lessor, or, in the event that the breach cannot be completely cured within the thirty (30) day period, if Lessor has not actively begun curing the breach within the thirty (30) day period;

(d) Lessee's inability to use the leased premises or to conduct its grazing operations at Red Gap Ranch due to Lessor's failure to maintain Red Gap Ranch, and/or to unsafe conditions at Red Gap Ranch; or

(e) The seizure or other assumption of control of Red Gap Ranch by any governmental entity other than Lessor.

2. Termination Without Cause

In addition to any other rights of termination Lessee may have under this Lease, Lessee may, at any time that Lessee is not in default, terminate this Agreement without cause by giving Lessor ninety (90) days' prior written notice of termination.

XXVI . TERMINATION POSSESSION AND CONDITIONS

A. Surrender of Possession.

Lessee covenants that at the expiration or termination of this Lease Agreement it will surrender possession of the leased premises to Lessor immediately without further demand or notice and in as good order and condition as the same were when entered upon by the Lessee, excepting ordinary and reasonable wear and tear, acts of God, and range conditions, which include water supply and grazing capacity. In the event that Lessor unilaterally terminates this Lease Agreement, except on account of default by Lessee, the Lessor agrees to assume and indemnify Lessee from all liability under the EQIP Contract incurred by Lessee as a direct result of Lessor's termination up to and not to exceed liability that may be imposed under Section 9, Liquidated Damages, of the U.S. Department of Agriculture, Commodity Credit Corporation Appendix to Form CCC-1200 Environmental Quality Incentives Program Contract.

B. Condition of Premises Upon Termination or Abandonment.

Lessee, upon termination or abandonment of this Lease Agreement or termination of the Lessee's right of possession, covenants and agrees as follows:

1. Removal of Property. Lessee shall not remove any alterations, improvements or additions made to the leased premises by the Lessee or others without the prior written consent of Lessor. Lessee shall immediately remove, in a good and workmanlike manner, all personal property of the Lessee, and such alterations, improvements and additions made to the leased premises by the Lessee during the lease term as Lessor may request in writing to be removed. All damage occasioned by such removal shall be promptly repaired by the Lessee in a good and workmanlike manner. If Lessee fails to remove any such property, the Lessor may accept the title to such property without credit or compensation to the Lessee or remove and store such property, at the Lessee's expense, in any reasonable manner that Lessor may choose.

2. Restoration of the Premises. Lessee shall restore the leased premises to the condition existing on the commencement of this Lease Agreement, with the exception of ordinary wear and tear, and alterations, improvements and additions which Lessor has not directed the Lessee in writing to remove.

3. Holding Over. If Lessee fails to deliver actual possession of the leased premises to Lessor upon termination of this Lease Agreement, Lessor shall have all remedies available at law or in equity.

XXVII. GENERAL PROVISIONS

A. Conflict of Interest

Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge, in accordance with Arizona Revised Statutes § 38-511, that Lessor may terminate this Agreement upon written notice at any time within three (3) years of its execution, without penalty or further obligation, in the event that any person significantly involved in initiating, securing, drafting or creating this Agreement on behalf of Lessor, shall become an employee or agent of Lessee in any capacity or shall render consulting services to Lessee with respect to the subject matter of this Agreement.

B. Notices

Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be effective and deemed received when hand-delivered or faxed, or if sent by mail, three (3) business days after mailing, to the address given below for the Party to be notified, or to such other address of which notice is given in accordance with this Agreement:

If to Lessor:

City of Flagstaff
Water Services Director
2323 N Walgreens Street
Flagstaff, Arizona 86004
Phone: (928) 213-2400

If to Lessee:

Bar T Bar Ranch, Inc.
Robert E. Prosser
3110 Crater Ranch Road
Winslow, Arizona 86047
Phone: (928) 289-2619

C. Non-Exclusivity; Competing Uses

Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right prohibited by federal law. The rights and privileges granted under this Agreement are non-exclusive, and Lessor has the right to grant to others the privilege and right of conducting any and all of the activities listed in this Agreement. Notwithstanding the foregoing, Lessor agrees not to enter into any similar agreement with respect to Red Gap Ranch which contains more favorable terms than are contained in this Agreement, or to grant to potential competitors of Lessee privileges not authorized in this Agreement, unless the same are also extended to Lessee.

D. Intention of the Parties

This Agreement is intended solely for the benefit of Lessor and Lessee, and is not intended to benefit, either directly or indirectly, any third party or members of the public at large. Any work done or inspection of the leased premises performed by Lessor is solely for the benefit of Lessor and Lessee.

E. Independence of Contract

Nothing in this Agreement is intended or shall be construed as in any way creating a relationship of partners or joint venturers between the Parties, or as constituting Lessee as the agent or representative or employee of Lessor for any purpose or in any manner whatsoever.

F. Waiver

The failure of either Party to insist in any instance upon a strict performance by Lessee of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Agreement, shall not imply, constitute or be considered as a waiver or relinquishment 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 either 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. No waiver by Lessor of any provision, term, covenant, reservation, condition or stipulation contained in this Agreement, shall be deemed to have been made in any instance unless expressed in the form of a written waiver from Lessor.

G. Prior Agreements; Integration; Modification

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 Agreement, along with all of the terms and conditions of the Invitation for Bids (Attachment A), amendments thereto and Lessee's Bid (Attachment B), constitute the Parties' entire agreement with respect to the matters addressed.** All prior or contemporaneous agreements and understandings, oral or written, with respect to such matters are hereby superseded and merged in this Agreement. This Agreement may be modified or amended only by written agreement fully executed by the Parties.

H. Successors and Assigns

All covenants and conditions of this Agreement shall bind and shall inure to the benefit of the legal representatives, successors and assigns of the respective Parties to this Agreement, provided that any such representation, succession or assignment is authorized and permitted under this Agreement and by law. Any and all agreements that Lessee shall make with any permitted assignee, and/or sublessee of the leased premises, or any part thereof, shall include all provisions contained in this Agreement.

I. Severability

In the event that a court of competent jurisdiction holds any part or provision of this Agreement invalid, void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, provided that continued enforcement of such remaining provisions does not materially prejudice either Lessee or Lessor in their respective rights and obligations contained in any valid provisions of this Agreement.

J. Headings

Headings or captions used in this Agreement shall be used solely for convenience of the Parties, and shall not define, limit, describe, alter or affect the meaning of any provision of this Agreement.

K. Dispute Resolution

1. Mediation

In the event that a dispute arises out of or relates to this Agreement, and the dispute cannot be settled through negotiation, the Parties agree to first try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall 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 shall bear its own costs in mediation. The Parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This Section shall not constitute a waiver of the Parties' right to arbitrate or initiate legal action in the event that the dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

2. Litigation and Attorney's Fees

Except as otherwise agreed upon by the Parties, any litigation brought by either Party against the other Party to enforce the provisions of this Lease, shall be filed in Coconino County

Superior Court, Flagstaff, Arizona. In the event that any action at law, or in equity, is instituted between the Parties in connection with this Agreement, the prevailing Party in the action shall be entitled to an award of costs, including reasonable attorney's fees and court costs, from the non-prevailing Party.

L. Governing Law

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

M. Non-Discrimination

Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; (3) to ensure compliance with the statutory requirements of current Americans with Disability Act.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the _____ day of _____, 2020.

Lessor	**Lessee**
By: Coral Evans, Mayor	By:
Attest:	Attest:
City Clerk	
Approved as to form:	
City Attorney	

STATE OF ARIZONA)
)ss:
County of Coconino)

ACKNOWLEDGMENT. On this _____ day of _____, 2020, before me, a Notary Public, personally appeared Sara Presler, Mayor of the City of Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
County of Coconino)

ACKNOWLEDGMENT. On this _____ day of _____, 202__, before me, a Notary Public, personally appeared _____, known to me or satisfactorily proven to

be the person whose name is subscribed to the foregoing instrument and acknowledged that s/he executed the same on behalf of _____, a _____ corporation, for the purposes therein contained.

_____
Notary Public

My Commission Expires:

_____

ATTACHMENT A

Invitation For Bids (IFB)

ATTACHMENT B

Submitted Bid

EXHIBIT A

Legal Description

EXHIBIT B

State Land Assignment of Grazing Lease

City of Flagstaff
INVITATION FOR BIDS

SOLICITATION FOR: RED GAP GRAZING LEASE

SOLICITATION NO.: 2021-22

CLOSING DATE AND TIME: November 6, 2020 at 3:00 pm Arizona Time

WHERE TO SUBMIT BIDS: Bids shall be submitted online on the PlanetBids website prior to the closing date and time. PlanetBids can be accessed by the following link: https://www.planetbids.com/portal/portal.cfm?CompanyID=27606.

CITY NEEDS: The City of Flagstaff ("City") is seeking to hire a Contractor or Contractors to Lease Property at Red Gap Ranch for Grazing purposes as defined in this Invitation for Bids solicitation document.

INFORMATION: The Solicitation and all related materials and any addenda may be downloaded from the PlanetBids website, https://www.planetbids.com/portal/portal.cfm?CompanyID=27606

PURCHASING DIRECTOR: Patrick Brown at pbrown@flagstaffaz.gov. If the Purchasing Director cannot be reached, you may contact the Administrative Specialist for the City Management Services Purchasing Division at (928) 213-2206.

PRE-BID MEETING: There is no pre-bid meeting scheduled at this time.

QUESTIONS: Any questions must be received by the Purchasing Director via email at least seven (4) calendar days prior to the Closing Date and Time.

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Exhibit B - Cross Fencing and Pastures (existing and proposed) – NCRS Map
Exhibit C - Arizona State Land Department Lease with the City of Flagstaff
Exhibit D - Arizona State Land Department Sub-Lease Application
Exhibit E - Grazing Map
Exhibit F - Environmental Quality Incentives Program
Exhibit G - How many animals can I graze on my pasture _ AZ Extension Service

INSTRUCTIONS IN GENERAL

DEFINITIONS: As prescribed in the entire document, the following definitions apply.

"Bid" means response to this Invitation for Bids
"Bidder" means the vendor or supplier who responds to this Invitation for Bids
"City" means the Government agency of the City of Flagstaff
"Contractor" means the apparent successful Bidder to provide the goods or services
"Solicitation" means this Invitation for Bids

DUE DILIGENCE: It is the responsibility of the Bidder to examine the entire Solicitation prior to completing the Bid, including the form of Contract, Scope of Work, City of Flagstaff Standard Terms and Conditions, Insurance Requirements, Grant Provisions, and Maps and Specifications. It is the Bidder's responsibility to ensure that all line items on the Bid schedule are completed according to what the Bidder desires to bid on. Any blank areas will be considered as a "no-Bid" or as non-responsive.

BIDDER SITE VISIT: Bidders are encouraged to review the job sites prior to submitting their Bid. Bidder shall be responsible for having examined the job sites, compared them with the descriptions and specifications of the Bid. No allowance shall subsequently be made on behalf of Bidder on account of an error or negligence on its part for failing to become sufficiently familiar with the conditions of the job sites or surrounding areas.

PRE-BID MEETING: If a Pre-Bid Meeting is scheduled, all Bidders are strongly encouraged to attend. If scheduled, the date and time of this meeting will be indicated on the cover page of the Solicitation. The purpose of this meeting shall be to clarify the Solicitation to prevent any misunderstandings. Any questions, apparent omissions, or discrepancies should be presented to the City at this time. The City shall then determine the appropriate action necessary, if any, and issue a written addendum to the Solicitation. Oral statements or instructions from employees or officers of the City shall not constitute an addendum to this Solicitation.

DISABILITIES: A Bidder with a disability may request a reasonable accommodation in the Solicitation process by contacting the Purchasing Director as early as possible to allow time to arrange the accommodation.

SUBMITTAL OF BID: Please submit the Bid on the PlanetBids website, https://www.planetbids.com/portal/portal.cfm?CompanyID=27606 prior to the Closing Date and Time specified on the first page of the Solicitation

COST OF BID: The Bidder is responsible for all costs related to preparation and submittal of a Bid. The City will not reimburse any such costs.

LATE BIDS: Late Bids shall not be accepted on the PlanetBids website.

PAGE LIMIT: The Bid **shall not exceed a total of 20 pages**, except the Cover, Cover Letter, and City Forms will not be counted in the page limit. Any pages attached to the City Forms shall be counted toward the page limit. The City may reject a Bid that exceeds the page limit as non-responsive.

WITHDRAWAL OF BIDS: A Bidder may withdraw a Bid before the Closing Date and Time. A withdrawal must be signed by the Bidder's authorized representative and submitted to the Purchasing Director by hand delivery or mail.

BID ACCEPTANCE PERIOD: A Bid made in response to this Solicitation shall be valid and irrevocable for one hundred twenty (120) days after the Closing Date and Time.

QUESTIONS: A Bidder may contact the Purchasing Director if it has any questions about this Solicitation. **The City will only respond to questions received at a minimum of four (4) calendar days before the Closing Date and Time**. Questions should be submitted in writing and shall refer to the Solicitation number, page and paragraph number in question. The City **will not** be responsible if the Bidder adjusts the Bid based on any verbal statements made by employees or officers of the City, particularly if such statements conflict with the Solicitation. The Bidder may request that the Purchasing Director to issue an addendum to the Solicitation.

ADDENDUM: The City will issue any interpretation or correction of the Solicitation only by written addendum and will be posted on the PlanetBids website. Failure to acknowledge ANY addendum issued will show the Bidder non-responsive once the Solicitation has closed. **PLEASE MAKE SURE TO ACKNOWLEDGE ALL ADDENDUM ITEMS ON THE WEBSITE.**

PLEASE ALSO NOTE: IF A BIDDER HAS ALREADY SUBMITTED A BID AND AN ADDENDUM IS SUBSEQUENTLY POSTED AFTER THE SUBMITTAL, THE BIDDER MUST RE-SUBMIT THE BID AFTER ACKNOWLEDGING ALL NEW ADDENDUMS.

IMPROPER CONTACT WITH CITY EMPLOYEES: All Bidders submitting a Bid (including the Bidder's employees, representatives, agents, lobbyists, attorneys, and subcontractors) shall refrain from direct or indirect contact to influence or create bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes, but is not limited to, the evaluation committee, City Council Members, City Manager, Assistant City Manager(s), Deputy City Manager(s), Department Directors or other staff ("City Staff"). This policy is intended to create a level playing field for all Bidders, assure that Contract decisions are made in public, and to protect the integrity of the selection process. Bidders are responsible for bringing all questions and concerns to the Purchasing Director. If the Purchasing Director is unresponsive, the Bidder may contact the City Manager. A Bidder may be disqualified if the Bidder: (a) contacts a quorum of the Council or contributes to an open meeting law violation; (b) offers political support or gratuities in exchange for approval or support of Bidder's Bid; (c) obtains information from City Staff not available to other Bidders which may result in an unfair advantage in the competitive procurement process and fails to notify Purchasing Director of this fact within 48 hours thereafter; or (d) engages in any other egregious conduct.

PROCUREMENT PROCESS: The City's procurement process is described in the Procurement Code Manual, which can be accessed at www.flagstaff.az.gov/index.aspx?nid=2991. It is highly suggested that all Bidders review the Procurement Code Manual, however, this Solicitation is intended to provide all relevant information related to this procurement to submit a Bid. In the event of a conflict between the Procurement Code and the procedure outlined in this Solicitation, this Solicitation shall prevail, or the conflict will be resolved by an Addendum.

SCOPE OF WORK

Description:

The City of Flagstaff intends to establish a lease agreement with a livestock operator to graze livestock on City owned property at Red Gap Ranch (the "Property") pursuant to the specifications herein.

The City of Flagstaff is seeking a qualified livestock operator to assist the City with protecting and enhancing the ecosystem of Red Gap Ranch ("RGR"). The Ranch is slated to become a multi-use complex that supports the City's sustainability, climate action, land management, and water production commitments.

The grazing operator will:

1. Adhere to the City of Flagstaff's Community Priorities and Objectives, Climate Action and Adaptation Plan, and Water Services Master Plan.
2. Have familiarity with, the integration of grazing, ecosystem health, and land management best practices
3. Support the City's effort to integrate a variety of initiatives that include, but are not limited to, renewable energy development, carbon sequestration, research, and pilot sustainability projects.
4. Support wildlife restoration projects on the Red Gap Ranch property
5. Participate in scientific studies and/or work with institutions of higher learning.
6. Utilize wildlife friendly fencing and harvest practices (if harvesting is considered in your bid).
7. Implement and test new methods to reduce livestock and wildlife conflicts.
8. Have a history of implementing grazing practices that support wildlife, water quality, and ecosystem health,
9. Provide a Livestock Grazing Management Plan (LMGP)
10. Lessee must meet the requirements of Arizona State Land Department for holding a sublease for grazing on Arizona State Lands, City of Flagstaff shall hold the grazing lease on all State Lands within the boundary of Red Gap Ranch. Requirements for the sublease are outlined in the Sub-Lease Application (Exhibit D).

Scope:

Operators will be expected to accurately and thoroughly implement grazing as provided in the LGMP.

In addition to implementing the Livestock Grazing Management Plan, the operators will also be responsible for providing security to Red Gap Ranch in the form of inspections and routine monitoring.

Cross fencing separates the different pastures and keeps the livestock contained where they need to be and not free ranging throughout the ranch. See the NRCS Fencing Map (Exhibit B) to delineate the different pastures. The Operator will be responsible for the maintenance and upkeep of the necessary perimeter fencing as well as the crossing fencing as defined in Exhibit B, if required in the LGMP. At a minimum of one fence mile per year of new or replacement cross fence (4-wire) should be included in the proposal. The Lessor will provide materials for any repair necessary for the perimeter fence with the Lessee responsible for the labor portion of the repair.

Only the lessee's livestock, appropriately marked with a registered brand are authorized to inhabit the ranch.

SPECIFICATIONS & REQUIREMENTS

Description: The City defines livestock as cows, horses, sheep, goats and donkeys. The proper fencing and pasture rotation requirements are to be adhered to for species that are not herded. In addition, the recommendations for the type of wildlife per **Attachment B**, attached and made part of this solicitation, are for wildlife habitat enhancement including fencing requirements per the State of Arizona Game and Fish Department.

A copy of the Legal Description of the Property is provided as a part of these specifications and is designated as Lease Agreement **Exhibit A**, attached to and made part of this solicitation.

State Grazing Lease: A copy of the State of Arizona Lease agreement with the City of Flagstaff, that is provided as part of the requirements is designated as Lease Agreement **Exhibit C,** attached and made a part of this solicitation. The terms and conditions set forth in the exhibit are made part in whole of the Lease Agreement contained in this RFP solicitation.

Environmental Quality: As a condition of this solicitation, Bidder agrees to enter into Environmental Quality Incentives Program Contract No. 2002 7494572A047 ("EQIP Contract") with the U.S. Department of Agriculture ("USDA") Commodity Credit Corporation ("CCC") with respect to grazing practices on the leased premises upon receiving an assignment of the same from the USDA. A copy of the EQIP Contract is designated **Exhibit F**, attached to and made a part of this solicitation.

Sub-Lease Understanding and Agreement: Bidder's signed offer shall constitute its understanding of, and an agreement to, the requirements outlined in the State Sub-Lease of the Property. It is the bidder's responsibility to seek clarification in the timeframe specified in this bid package before the bid due date.

In addition, the successful bidder will be required to complete, along with the City, the State Sublease Application (**Exhibit D)**. **The Bidder will pay for the application fee ($200.00) with the State.**

Grazing Map: The Red Gap Ranch parcel map is designated as Lease Agreement **Exhibit E**, attached and made part of this solicitation. The two (2) parcels noted on the map will be excluded from this agreement, as the City may intend for other usage on these two (2) parcels.

In addition, there are several additional uses of the intended grazing parcels that can coincide or compliment grazing. These uses may include but are not limited to carbon sequestration, remote educational center, workforce development and the City of Flagstaff has already identified potential parcel for solar energy. The City of Flagstaff reserves the right for these potential uses during the term of the grazing contract.

Annual Lease Bid Minimum: The City is requiring an annual lease bid minimum of **$4,200.00** exclusive of the $200.00 sublease application fee.

CONTRACT WITH CITY

STANDARD TERMS AND CONDITIONS: The City of Flagstaff Standard Terms and Conditions can be accessed at http://www.flagstaff.az.gov/index.aspx?NID=3052 and are an explicit part of the Solicitation and any resulting Contract with the City.

INSURANCE: The City Insurance Requirements can be accessed at http://www.flagstaff.az.gov/index.aspx?NID=3054 and are an explicit part of the Solicitation and any resulting Contract with the City.

CHANGES TO CONTRACT AFTER CONTRACT AWARD: Requests to change the Contract after Contract award, including but not limited to, changes to insurance may be rejected by the City. The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other Bidders; (b) requests for changes may delay commencement of performance.

FINANCIAL AND TAX CONSIDERATIONS FOR BID

QUANTITIES: Unless the Solicitation states otherwise in the Scope of Work, the Contract will be non-exclusive, and the City makes no guarantees as to the amount of services to be utilized from a Bidder.

PARTIAL AWARD: The City reserves the right to make multiple awards or to award by Bid schedule, individual line item, by group of line items, or as a total, whichever is deemed in the best interest to the City.

ALL CHARGES: The Bid should separately list all applicable fees, charges, and taxes. The failure to include such information may cause the City to consider the Bid as non-responsible or non-responsive.

UNIT PRICES: Please check all math prior to submittal of the Bid. If the Bid unit prices do not correspond with the multiplied subtotal or total, the unit price shall prevail unless there is a blatant clerical error in the unit price.

PAYMENT: The City's standard form of Contract defines that payment will be made within 30 days following receipt and acceptance of service and a correct invoice. All invoices submitted for payment must be properly itemized showing total hours billed for each project along with the corresponding hourly rate.

TRANSACTION PRIVILEGE (SALES)/USE TAX: State and local transaction privilege or use tax, as required, shall be indicated as a separate item on the Bid. The State of Arizona and City of Flagstaff both impose a transaction privilege tax and use tax. Information concerning current tax rates can be found on the Arizona Department of Revenue website, www.azdor.gov. The City will not pay any taxes on invoices received unless an Arizona Transaction Privilege/Use Tax License Number is listed in the Bid. The City also requires submittal of a City Business License Number from any Bidder operating any portion of its business from a building located within City limits. The City will figure applicable taxes to Bids received from out of state Bidders who do not list an Arizona Transaction Privilege/Use Tax License number for tabulation and total cost evaluation.

FEDERAL EXCISE TAXES: The City is exempt from Federal Excise Tax, including, the Federal Transportation Tax.

EVALUATION OF BID AND CONTRACT AWARD

BID HIGHEST RESPONSIBLE AND RESPONSIVE: The City will review each Bid and award a Contract to the highest responsible and responsive Bidder.

QUALIFICATIONS: The Bidder must provide proof that has past work experience in grazing livestock.

EXPERIENCE: The Bidder must have previous experience implementing the projects listed in the Scope of Work, Map and Specifications provide recent examples of such work with cattle, sheep, goats and horses, and be willing to provide references upon request. A requirement of a brand will need to be attached by State Lands requirement.

RIGHT TO REJECT: The City reserves the right to reject bids of Bidders who cannot produce satisfactory evidence that they can furnish promptly, all necessary requirements to fulfill the work described in the Scope of Work.

REQUESTS FOR ADDITIONAL INFORMATION: After the Closing Date and Time, the City may request that the Bidder provide additional information related to the Bid. Failure to provide this information within five (5) business days after the request by the City may be grounds for the City to reject a Bid, and/or to declare the Bid as non-responsible or non-responsive.

RESERVATION OF RIGHTS: The City reserves the right to reject any Bids, or any part thereof. The City reserves the right to accept any Bid, in whole or in part, any Bid schedule or line item, and to award a Contract, or Contracts, for purchase of the same. The City reserves the right to waive any clerical error or nonmaterial defect in the Bid when it is deemed to be in the City's best interest. The City reserves the right to cancel or reissue a Solicitation.

NOTICE OF PROPOSED CONTRACT AWARD OR RECOMMENDATION: All Bidders will receive an email notifying them of the City's proposed Contract award or recommendation to reject all Bids. This notice will be posted as part of the agenda for the regular meeting of the Flagstaff City Council, on the City website. The agenda is typically posted at least one (1) week prior to the Council Meeting.

BID ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires a Bid in response to this Solicitation to be valid and irrevocable for **one-hundred twenty (120) days** after the opening time and date.

ALTERNATIVE BIDS: The City is requesting alternative Bids to consider. The City shall have the right to accept the highest responsible and responsive Bid within the alternative(s) selected and to reject the Bids received on the other alternative categories. The determination by the City as to which alternative(s) is in its best interest shall be final and conclusive.

PUBLIC RECORDS: Bids received by the City are available for public inspection after a Contract has been awarded and fully executed, subject to any confidentiality restrictions.

PROTESTS: A Solicitation protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest related to the Solicitation (such as specifications, requirements, or scope) shall be received by the City Purchasing Department before the Closing Date and Time. A protest of a proposed award or of an award shall be personally delivered or served upon the City

Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

1. The name, address and telephone number of the protester;

2. The signature of the protester or its representative;

3. Identification of the Solicitation or Contract number;

4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

5. The form of relief requested.

OFFER PAGE

The undersigned having viewed the property and fully understanding all the terms and conditions of this livestock grazing lease offers to lease the City-owned Property for grazing as described herein for a total monthly lease of:

$_____. **Annual lease bid**

$_____. **Additional Offer If Any (Describe Below)**

_____

_____

_____ _____
Authorized Signature Date

_____
Name (Printed)

_____ _____
City, State, Zip Phone Number

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the high Bid)

CONTRACTOR QUESTIONNAIRE (FORM)

Contractor:

Company Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____-_____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____

Mailing Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____-_____

Contractor Contact for Questions about Bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

_____Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: _____
(Attach proof of registration)

Business License Information (check one):

_____Contractor does not have a business location within the City of Flagstaff

OR

_____Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Bid. If notations are made, they must be submitted with your Bid and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Bid non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

_____ No exceptions

_____ Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Bid is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Bid as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

_____ No confidential/proprietary materials have been included with this Bid

_____ Confidential/Proprietary materials are included in this Bid. See attached.

DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, Bid rigging, restraint of trade or other antitrust law violation? YES_____ NO____

b. Violation of the terms of any public contract? YES_____ NO____

c. Failure to pay any uncontested debt to a government agency? YES_____ NO_____

d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO_____

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

   YES_____ NO_____

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting Bids on public contracts?

   YES_____ NO_____

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

_____
Signature of Person Authorized to Sign Bid

DECLARATION RELATED TO SOLVENCY (FORM)

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

_____ Yes _____No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or 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 Bid ("Gratuities").

_____
Signature of Person Authorized to Sign Bid

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this Bid has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit a Bid.

The pricing for this Bid has not been disclosed to any other Contractor who may submit a Bid, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Bid, or to submit a Bid with higher pricing than this Bid, or to submit an intentionally high or noncompetitive Bid or other form of complementary Bid.

This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

_____
Signature of Person Authorized to Sign Bid

ATTACHMENT A

Sample Grazing Lease

ATTACHMENT B

Wildlife Recommendations

ATTACHMENT C

City of Flagstaff Key Community Priorities and Objective

EXHIBIT A

Legal Description

EXHIBIT B

Cross Fencing and Pastures (existing and proposed) – NCRS Map

EXHIBIT C

Arizona State Land Department Lease with the City of Flagstaff

EXHIBIT D

Arizona State Land Department Sub-Lease Application

EXHIBIT E

Grazing Map

EXHIBIT F

Environmental Quality Incentives Program

EXHIBIT G

How many animals can I graze on my pasture _ AZ Extension Service How

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-22
Purchasing Director: Patrick Brown
PH: (928) 213-2276

OFFER PAGE

The undersigned having viewed the property and fully understanding all the terms and conditions of this livestock grazing lease offers to lease the City-owned Property for grazing as described herein for a total ~~monthly~~ RSP lease of:

$65,000. **Annual lease bid**

$_____. **Additional Offer If Any (Describe Below)**

_____

_____

11/10/20
Authorized Signature Date

Bar T Bar Ranch Inc

Robert Prosser
Name (Printed)

Winslow Arizona 86047
City, State, Zip

928-380-5149
Phone Number

(All charges must be included; no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the high Bid)

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-22
Purchasing Director: Patrick Brown
PH: (928) 213-2276

CONTRACTOR QUESTIONNAIRE (FORM)

Contractor:

Company Name: BAR T BAR RANCH INC.

Doing Business As (if different than above): _____

Address: 3110 Crater Ranch Rd. (our property is in Coconino County)

City: Winslow State: AZ Zip: 86047

Phone: 928-289-2619 or 380-5149 Fax: N.A

E-Mail Address: info@bartbar.com Website: www.bartbar.com

Taxpayer Identification Number: 86-0670896

Mailing Address (if different than above):

Address: P.O. Box 190

City: Winslow State: AZ Zip: 86047

Contractor Contact for Questions about Bid:

Name: Robert E. Prosser Fax: N.A

Phone: 928-380-5149 E-Mail Address: info@bartbar.com

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Contractor is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

OR

X Contractor is located in Arizona (The Contractor must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: 03020722-U
(Attach proof of registration)

Business License Information (check one):

X Contractor does not have a business location within the City of Flagstaff

OR

_____Contractor has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g. Arizona Registrar of Contractor licenses, and attach copies):

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-22
Purchasing Director: Patrick Brown
PH: (928) 213-2276

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Bid. If notations are made, they must be submitted with your Bid and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept or further negotiate Exceptions. Exceptions may render the Bid non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

_____ No exceptions

REP Exceptions taken (describe). Attach additional pages if needed.

Exception taken on offer page, strike the word monthly.This is the offer in full with no other charges for grazing without agreement by both Bar T Bar Ranch Inc and the City of Flagastaff.

REP

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-22
Purchasing Director: Patrick Brown
PH: (928) 213-2276

DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has your company or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:

a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, Bid rigging, restraint of trade or other antitrust law violation? YES_____ NO_X_

b. Violation of the terms of any public contract? YES_____ NO_X_

c. Failure to pay any uncontested debt to a government agency? YES_____ NO_X_

d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO_X_

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

2. Has your company or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

   YES_____ NO_X_

3. Has your company or any affiliate of your company in the past 5 years been debarred or suspended from submitting Bids on public contracts?

   YES_____ NO_X_

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

_____
Signature of Person Authorized to Sign Bid

DECLARATION RELATED TO SOLVENCY (FORM)

Is your Contractor currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of your Contractor under federal bankruptcy law or any state insolvency law?

_____ Yes _____No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither the Contractor nor anyone associated with the Contractor has given, offered to give, or 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 Bid ("Gratuities").

Signature of Person Authorized to Sign Bid

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this Bid has been arrived at independently and without consultation, communication or agreement with any other Contractor who may submit a Bid.

The pricing for this Bid has not been disclosed to any other Contractor who may submit a Bid, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Contractor or person to refrain from submitting a Bid, or to submit a Bid with higher pricing than this Bid, or to submit an intentionally high or noncompetitive Bid or other form of complementary Bid.

This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other noncompetitive bid.

Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Signature of Person Authorized to Sign Bid

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2021-22
Purchasing Director: Patrick Brown
PH: (928) 213-2276

CONFIDENTIAL MATERIALS (FORM)

If you believe part of your Bid is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Bid as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

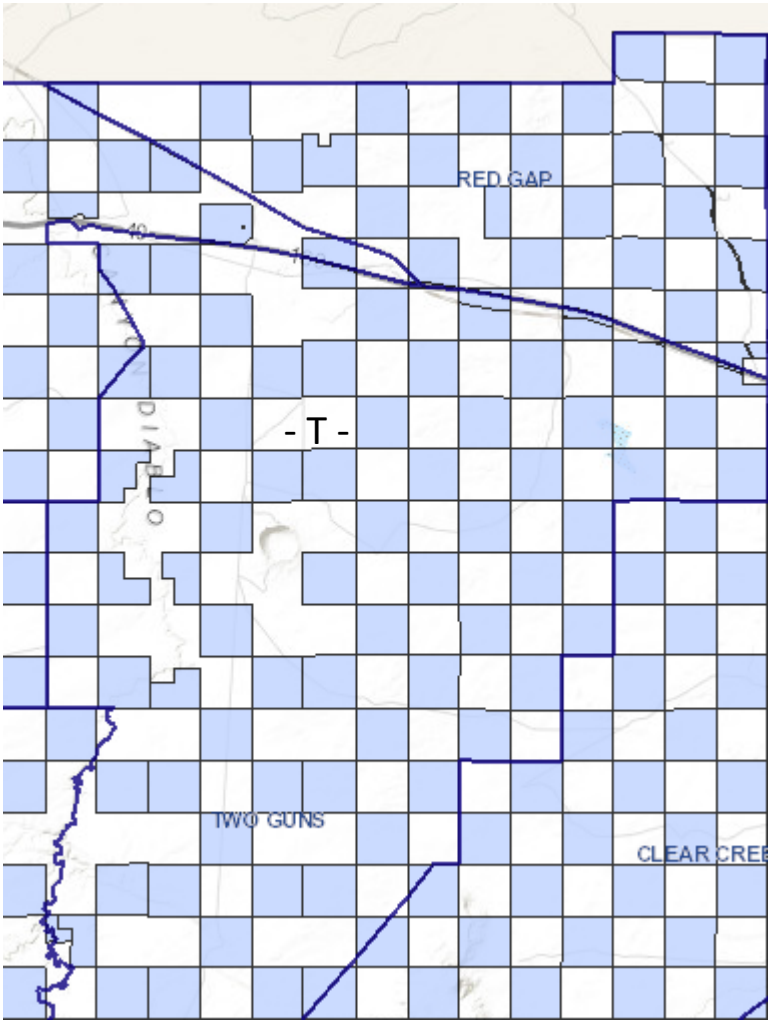
Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

__X__ No confidential/proprietary materials have been included with this Bid

_____ Confidential/Proprietary materials are included in this Bid. See attached.



RED GAP RANCH LEASE PROPOSAL

Submitted by

Bar T Bar Ranch

November 2020

FINDING THE BALANCE

-T- RR

EFFICIENCY PERFORMANCE

T RH

BAR T BAR RANCHES

"A CULTURE OF STEWARDSHIP"

November 4, 2020

Patrick Brown
Purchasing Director
City of Flagstaff
211 West Aspen Ave.
Flagstaff, AZ 86001

Patrick and Mark,

We are excited to submit this bid to assist the City with protecting and enhancing the ecosystem of Red Gap Ranch ("RGR"). As our logo above says, Bar T Bar Ranches has "**A Culture of Stewardship**" as our core operative. This is a unique opportunity to provide a "Win-Win" for all of us, and support the City's commitments to sustainability, climate action, land management, and water production commitments. Our cattle that will graze on the RGR will provide local beef through Diablo Burger Restaurant, Diablo Beef (retail sales), and Whole Foods in Flagstaff.

We are adjacent neighbors to RGR. Our first headquarters, in 1938, was located just across the railroad at Denison off the Meteor City exit. We now have our headquarters 6 miles due SW of RGR Headquarters and down the Meteor Crater Road, at Exit 233. The 4th generation is active on the ranch today. We believe this speaks volumes to our commitment to our history, knowledge of Colorado Plateau, and the future of ranching in Northern Arizona.

There are few opportunities these days that allow municipalities and private companies to have a symbiotic relationship where each other's needs can be met.

Bar T Bar Ranches (-T-) will meet the City's needs on Red Gap Ranch in the following ways:

1. Apply an unparalleled history and knowledge of stewardship in grazing and land management.
2. Utilize a well experienced -T- team to maintain and enhance the improvements, complete the interior fencing, and improve wildlife habitat, assuring the City's requests will be achieved.
3. Work with our partners in Diablo Trust, and with the City's approval, initiate technology and science in satellite based remote monitoring through the Rangelands Technology Partnership.
4. Enhance the City's working relationship with the agencies & parties involved with land management: AZ State Land Dept., AZ Game & Fish Dept., Natural Resource Conservation Service, NAU, UofA, etc.
5. Given our proximity, we will provide a presence on the land and security for RGR. We have years of experience with our ranch that borders the Navajo Reservation and that has checkerboard private and State lands. We have experience with trespass and ingress and egress issues.

In closing, we have never filled out a city bid, and have probably missed something, but would appreciate your patience and any questions you might have in this offer and proposal.

Sincerely Bob Prosser and the entire Ranch team,

(928) 289-2619 • P.O. Box 190, Winslow, Arizona 86047
www.bartbar.com info@bartbar.com

Executive Summary

Red Gap Ranch Lease

The City of Flagstaff is seeking "a qualified livestock operator to assist the City with protecting and enhancing the ecosystem of the Red Gap Ranch". Every Lessor would like to find a Lessee that will pay top dollar, achieve the Lessor's needs, and leave the Ranch in better shape at the end of the term. This seldom turns out as the Lessor hopes. Over time with different Lessees, this leads to degradation of the Ranch. With the exception of the water wells on Red Gap Ranch (RGR), currently, it appears that neglect has occurred. The fences and infrastructure are in disrepair and nonfunctioning. The vegetation on the ranch is old and wolfy and in need of management. It will take a lot of work to get the ranch in the shape to meets the City's goals. Even though there are no incentives in the lease to make capital investment on RGR, it is possible to get the results by selecting the Lessee that can get this done.

Bar T Bar Ranch (-T-) wants this lease because it is adjacent to us and would increase our grazing capacity and increase grazing flexibility across the larger landscape. This is a unique opportunity for the City and -T- to work together managing a larger landscape to improve the ecosystem. It also allows -T- to be more resilient to drought and increase its' sustainability over time.

We have no way of knowing if we have the highest bid, but we are sure we can deliver everything under the Scope of Work. We agree to adhere to the city of Flagstaff's Community Priorities and Objectives, Climate Action and Adaptation Plan, and Water Services Master Plan. The other 9 items listed we do daily with an experienced team and equipment with the scale to be very efficient and cost effective on our own ranch next door. We have the capacity to do so on the RGR as well.

Since 1939 -T- has had a long history and a proven track record of managed grazing adjacent to the RGR. Our location allows us to be uniquely suited to manage variable numbers of cattle to increase the stocking rate for a short period of time (animal impact), by simply crossing them back and forth under the railroad and Interstate. This would be extremely useful in enhancing and stimulating the vegetation, by reducing the decadent and dead feed that is so prevalent in the Sacaton bottoms on the RGR. Since we would not have to truck cattle in or out, we could be very responsive to each of the pasture's individual needs and soil types.

RGR has 26 miles of fence that are in need of repair, as well as to be made friendly to wildlife. -T- has over 587 miles of fence on our ranches. We are confident that with our experienced team and equipment we could accomplish this fairly quickly. Due to the drought, all the dirt stock tanks are dry on RGR. We have 6 portable storages with associated drinkers that can be moved from pasture to pasture, to help augment the lack of water and improve utilization of the forage by livestock. One of the storages is provided by the AZ Game and Fish Department and could be left in pastures that have no water for wildlife. We have 286 Stock ponds on the -T-, and a team member that just works on cleaning stock ponds and blading road with our equipment. We could make this happen on the RGR as well.

RGR also borders the Reservation and has in-holder private lands, laid out in a checkerboard pattern with State Lands. This at times creates issues with trespass from livestock and people. We know this because our ranch north of Joseph City is very similar. We understand and have experience with security, understand legal access, and will provide the presence, and monitoring it takes to achieve this on the RGR.

The City has expressed the need for expanding their partnerships with the scientific community and institutions of higher learning. We are specifically positioned to help the City achieve this goal. We are a founding member of the Diablo Trust, a Collaborative working group located in Flagstaff. Diablo Trust has forged beneficial relationships with NRCS, NAU, U of A, USFS, State Land, USGS, ARS. The collaborative land-based organization started in 1993 with resolving livestock / wildlife conflicts. We currently have numerous ecological monitoring sites, range monitoring, seeding research, and technology research projects in place on the lands southwest and adjacent to the RGR. It would be a pleasure to work with the city on this goal.

We have reviewed the State land lease, sublease, and the Sample RGR lease and made suggested changes. We are familiar with all and can meet the requirements.

We have supplied the Livestock Grazing Management Plan. We feel it is flexible, provides accountability, and deals with the needs of the City.

In closing, many of the private ranches along the I-40 corridor have sold to the Tribes. There are few ranches left and Bar T Bar Ranch is one of them. We are a family ranch that has its roots and future on the Colorado Plateau. Our long-term goal is to be sustainable and profitable into the 4th generation on the ranch. The RGR lease would help us do that. We are committed to keeping our home ranch open to the public and the residents of Northern Arizona for hunting, other recreational opportunities, and just the natural beauty it provides. We hope you give this win-win opportunity the same long-term look.

An example of our experience and excellence in Stewardship on the Colorado Plateau:



Red Gap Ranch

Livestock Management Grazing Plan

General Description:

Red Gap Ranch (RGR) lies north of Interstate 40 and adjacent to Bar T Bar Ranch (-T-), which is south of I-40. This occurs from Sunshine overpass to the East Boundary of Red Gap Ranch (RGR). We will incorporate RGR into our winter grazing rotation. We will utilize the 5 pastures on the west side of Highway 99 from November through May for up to 6 months. We will provide rest to RGR during the summer growing season, unless agreed upon for other ecological goals by -T- and RGR.

Since -T- is adjacent to RGR we can access and cross cattle under the railroad and Interstate 40 just east of Meteor City and at Cow Canyon just east of the rest area. This allows us a unique opportunity to come and go during the grazing period and even variate numbers of cattle if it meets management objectives or needs during the grazing period.

Goals:

To use Adaptive Management to improve the sustainability of the Red Gap Ranch land base, through: utilizing the length of grazing time, the length of recovery time (rest), and numbers of cattle, to increase ground cover, both wildlife and vegetative diversity, and improve the health of the watershed.

To improve wildlife habitat by having more wildlife friendly fences and improve the water availability on the RGR.

To enhance the usefulness and reliability of the existing improvements.

To increase the use of science in monitoring and management through partnerships with Diablo Trust, NAU, NRCS, and the UofA.

By increasing winter grazing capacity on the Little Colorado Plateau for the Diablo Trust Ranches, it will improve the ranches' sustainability and help ensure the ranches' goal of providing beef and quality wildlife habitat for Flagstaff and the surrounding area into the next generation.

Annual Stocking Rate:

-T- will plan to utilize the full 181 AU every year through numbers of cattle and days of grazing, that meet the total 5 head per section on controlled lands. The 6740 acres or 10.5 sections of uncontrolled lands that are not fenced out results in an effective stocking rate on the 47.2 sections of 3.83 head per section. The annual grazing plan will be submitted to the City at the August 15th meeting and, depending on summer rains and the stock tank water availability, adjusted if necessary, and finalized at the November 15th meeting each year. Pasture rotations should remain flexible to ensure wildlife, stewardship, environmental anomalies, drought & resulting water shortages, cross fencing and needs from the City, may be accommodated. The pasture or pastures that will receive spring rest will be determined at the November 15th meeting.

Grazing level:

Generally, grazing level should be to remove half of the forage and leave half, unless site specific needs such as watershed treatments resulting from water erosion, fire, or old forage require different treatment agreed to by -T- and RGR.

Season of use:

-T- will plan to graze November through May, adjusting numbers to equal 362 head for 6 months. Since most of the plant species on RGR are warm season, rest during the summer rains provides the best chance for their enhancement. Additionally, we have found rotating spring rest from grazing (April and May) on 1/3 of the area enhances browse and cool season grass production and health. This rotation would occur on 1/3 of the RGR, and on a different 1/3 of the RGR every year. Once cross fences are in and monitoring is done, if forage is available or other needs are identified and agreed to by RGR, -T-, and AZ State Land Dept. then this plan could be altered.

Improvements and Cross Fencing Priority:

1. The above and below-ground plumbing associated with Out Post, Sunshine, Cedar, Headquarters, 2 Tanks Wells needs to be augmented for two reasons:
   a) to ensure it can be used when we have winter temperatures and therefore, won't freeze and, b) to improve flow to current drinkers. As it is, the lines are now so small that to provide adequate flow for larger numbers of cattle is not practical.
2. Drinkers at Sunshine Well need to be moved into the water lot so Sunshine, Cedar, and Line pastures all have access to water.
3. RGRM2 Well needs to be equipped with a pump, storage, and drinker.
4. Seven Well needs both a storage and a drinker.
5. Red Sands Well needs to be made operable. It has a storage and drinker, but no pump.
6. At 2 Tanks Well, either the waterlot or the drinkers need to be moved so Line pasture has access to well water.
7. Nearly all dirt tanks need cleaning and 2 Tanks dirt tank needs repaired.

Fences in order of priority

1. First year build fence from Headquarters to NW corner of Red Sands Pasture = 2.5 miles and build cross fence in Line Pasture = 2.25 miles
2. Rebuild the fences in the Luepp Pasture.
3. Split Red Sands Pasture with a fence.

Wildlife:

1. When leaving a pasture with cattle, storages will be filled to provide water to wildlife.
2. Water Storages will be left filled for the summer.
3. Wildlife friendly fencing will be installed when building new fence.

Security:

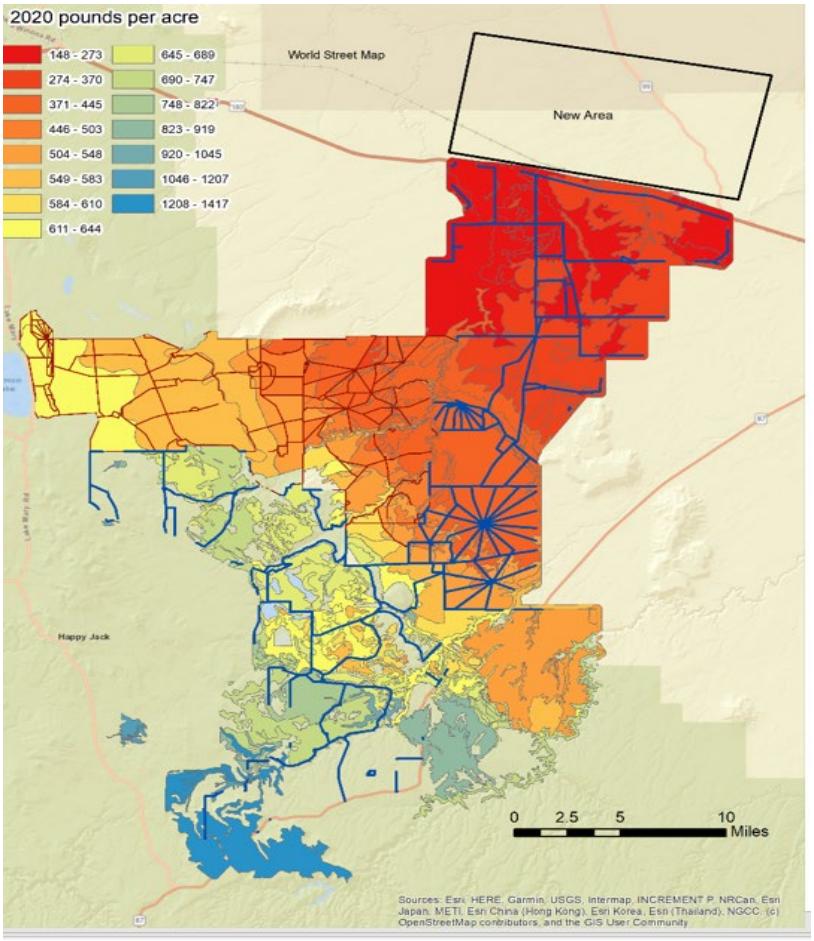
As a part of the livestock daily management will check exterior fences and entrances to the ranch. Will communicate and work with ADOT on the highway 99 fences and private parcels that are not fenced from the ranch. We will communicate with the City on current issues that need action. We will have the presence and routine to ensure success.

Monitoring:

1. Actual use records will be supplied the City on each pasture and for the total ranch. Such records will include the total head by date on and off, and a summary of AUMS by pasture and in total. Example:

1	Pratt																					
2	Date	Bulls Herd & Gomer	Bulls Older	Bulls 2 yr	Bulls Yrl	Bull Clvs	Reg Cows	Reg 2 yr Hfr	Reg Yrl Hfr	Reg Hfr Clvs	Comr Cows	Comr 2 yr Hfrs	Comr Yrl Hfrs	Comr Hfr Clvs	Comr Str Clvs	Horses	From Pasture	To Pasture	Total Head	Cum Hd	AU Days	AUM Net	AUM Cum
3	9/26						235										SHP	Pratt	235	235			
4	10/5						14										OB	Pratt	14	249	2115	70.50	70.50
5	10/19						-249										Pratt	Jeff	-249	0	3486	116.20	186.70
6																			0	0	0	0.00	186.70

2. NRCS Grazing Transects from the EQIP Contract Environmental Quality Incentives Program Contract No. 2002 7494572A047 will be read and summarized. Implement utilization monitoring by pasture.
3. Implement Rangeland Technology Partnership with the permission of the City. This a satellite-based data base that will estimate forage, surface water, and compare to a historical average or the previous 2-week period. It is currently underway in partnership with Agricultural Research Service, NRCS, U of A Extension Service, USFS, Babbitt Ranches, and the Diablo Trust.



4. -T- has a retired Game and Fish biologist who does an annual Antelope survey for us. We could expand this to the RGR if the City chooses to.
5. Utilizing the monitoring data to guide and influence our grazing plan and rotation is the most important part!

Diablo Trust
P.O. Box 3058 Flagstaff, AZ 86003

To: City of Flagstaff From: Diablo Trust

Subject: Red Gap Ranch Grazing Lease Application

Date: October 30, 2020

Dear Ladies and Gentlemen:

The Diablo Trust Board of Directors is writing to support the grazing lease application from Bar T Bar Ranch for Red Gap Ranch which you are evaluating. The Diablo Trust is a local non-profit founded in 1993 by two local ranches, Bar T Bar Ranch (the Prosser and Chilson families) and Flying M Ranch (the Metzger family). Its founding grew out of very intentional collaborative work organized by the ranches to solve problems arising around public land grazing and wildlife conflicts. Today, Diablo Trust has a 'membership' list of 900 and maintains activities true to its tag line of "learning from the land so there will always be a West". Currently, Kit Metzger serves as the Diablo Trust President and Bob Prosser serves on their Board.

Ironically, from 1951 through 1968 the Red Gap Ranch was owned by the Metzger family. It would be with great pride and enthusiasm the Diablo Trust could expand its influence and collaboration to include the historic Red Gap Ranch. In so doing, the Diablo Trust could participate in a rangeland monitoring program, if the City and Bar T Bar agreed it is needed.

We feel there are three main points that make Bar T Bar Ranch an excellent candidate for the lessee of Red Gap Ranch:

- Excellence & extensive experience in environmental and rangeland stewardship
- Extensive experience collaborating through the Diablo Trust and with all land management agencies, wildlife and recreation groups
- Supplier of local beef to Northern Arizona through Diablo Beef, LLC, and Country Natural Beef (found in Whole Foods), and Diablo Burger Restaurant

Diablo Trust has received numerous local, State, and national awards for its continued education efforts, inclusion of all interests, and collaboration as the way forward to creating a sustainable future for the region and for working ranch lands in particular. Below are some of these awards:

- 2006 National Rangeland Management Award presented by the U.S. Forest Service
- 2006 Regional Environmental Stewardship Award presented by the National Cattlemen's Beef Association
- 2006 Carl N. Becker Stewardship Award presented at the 33rd Natural Area Conference
- 2006 The Diablo Canyon Rural Planning Area (prepared by Coconino County Community Development in collaboration with Diablo Trust and the ranches) received 4 awards for excellence, not the least of which was: "The Governor's Excellence in Rural Development Award for Innovative Economic Development Practices"
- 2011 Trailblazer Award presented by BEEF Magazine
- 2016 Nominated for NAU Sustainability Leadership Award
- 2018 Wildlife for Tomorrow Hall of Fame by the Arizona WFT Foundation

Bar T Bar Ranch and/or Bob Prosser have also received the following awards:

- 2016 Range Managers of the Year by Arizona Section Society of Range Management
- 2017 Breeder of the Year by the American Gelbvieh Association
- 2017 Cattleman of the Year by the Arizona Cattle Growers' Association

- 2019 Habitat Steward of the Year by the Arizona Game & Fish Department Bar T Bar has been a neighbor to Red Gap for over 80 years and is a very well-respected land steward and premier seedstock breeder in the western United States. The Ranch is a family owned business by the descendants of its founding members which is a credit to exemplary land stewardship and business management.
- All the facets of sustainable land stewardship guide their decisions and they will bring those same skills to a lease of Red Gap Ranch. Their history of collaboration is a credit to them and will be an asset to the City of Flagstaff as it moves forward with its goals for the property. The need for a long-term look when planning land stewardship will reap benefits to both sides of the lease. Therefore, we highly recommend you award the grazing lease to the Bar T Bar Ranch.

Sincerely,

Lisa Bolton

Diablo Trust Program Manager

Diablo Trust
P.O. Box 3058 Flagstaff, AZ 86003

To: City of Flagstaff From: Diablo Trust

Subject: Red Gap Ranch Grazing Lease Application

Date: October 30, 2020

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Sincerely,

Lisa Bolton

Diablo Trust Program Manager

October 30, 2020

To Whom It May Concern:

I have had the opportunity to work with Bob and Judy Prosser, owners of the Bar T Bar Ranch, on many projects and activities over the past 20 plus years as both a representative of the USDA's Natural Resources Conservation Service and in my current position with the Arizona Game and Fish Department. In all my interactions with the Prossers I have found them to be open minded, energetic, honest, genuinely interested in enhancing wildlife habitat and wildlife related recreation as well as some of the most knowledgeable people I've known in the fields of livestock and sustainable range management. An abbreviated list of the many activities and accomplishments of the Prossers that have led to my opinion includes the following:

The Prossers were instrumental in the creation of, and remain active in, The Diablo Trust, a collaborative land management team in northern Arizona, founded by the Bar T Bar Ranch and its neighbors, the Metzger family, owners of the Flying M Ranch. The Diablo Trust was created to resolve a conflict that had developed between the ranching community and the wildlife advocacy groups over how to resolve the impact of year round heavy grazing by elk in the traditional spring-winter range of the ranches. That effort has resulted in a quarter-century long cooperative effort to research and monitor the ecology of working lands, restore grasslands, re-establish native wildlife populations, share knowledge about the value of working lands in the southwest. One of the many positive outcomes of that collaborative effort, and which the Prossers were instrumental in creating and continue to participate in, has been the formation of the Forage Resource Study Group (FRSG) which is a collaborative effort between ranchers, land management agencies, Arizona Game and Fish Department (AGFD) and wildlife groups to monitor grazing and range condition on the winter-spring range of the Bar T Bar and neighboring ranches.

Bar T Bar Ranch has long championed wildlife, promoting the development of and participating in the Anderson Mesa Pronghorn Antelope Management Plan, funding pronghorn antelope population surveys on the Bar T Bar Ranch, and as a willing partner to the Rocky Mountain bighorn sheep translocation to East Clear Creek, to name a few.

Bar T Bar Ranch recently completed, utilizing the relatively new mastication method of treatment, nearly 10,000 acres of restoration of grasslands invaded by one-seed juniper trees on private and state lands, bringing the total to 34,000 acres of grassland restoration on private, state, and federal lands benefiting pronghorn antelope, deer and elk as well as the Ranch's livestock.

To better understand the impact of the grassland restoration work on birds of the area Bar T Bar Ranch has partnered with Arizona Game and Fish Department to perform before and after treatment bird surveys.

To provide more dependable water sources for livestock and wildlife pipelines have been added and extended. In 2016, a pipeline was extended by 10 miles and 16 drinkers were added to provide a more reliable water supply for the many pronghorn, deer and elk sharing the range with Bar T Bar livestock.

The grazing management of livestock practiced by Bar T Bar Ranch not only provides substantial nutritional forage for the ranch's livestock, but also leaves plenty of nutritious forage and cover for the numerous wildlife species making the ranch their home as well.

Bar T Bar Ranch has always welcomed hunters and other wildlife related recreationists. That welcoming spirit was made formal beginning in 2012 when the Bar T Bar Ranch entered into an access agreement with Arizona Game and Fish Department.
In recognition of their long standing dedication to sustainable land and wildlife stewardship Bob and Judy were awarded the 2016 Range Managers of the Year awarded by the Arizona Section Society of Range Management.

Finally, but not least, Bob and Judy were awarded the highly coveted Arizona Game and Fish Department Commissioner's *Habitat Steward of the Year Award* for 2019 to acknowledge their long standing support of Arizona's wildlife.

In closing I feel Bob and Judy Prosser have proven themselves to be excellent stewards of their range, wildlife, and wildlife habitat, as well as excellent livestock managers.

Steve Cassady
Landowner Relations Program Specialist
Arizona Game and Fish Department, Region II

November 9, 2020

City of Flagstaff

Re: Red Gap Ranch bid process

To Whom It May Concern:

I understand that Bob and Judy Prosser , dba Bar T Bar Ranch, are applying for a grazing lease on the Red Gap Ranch property. In that regard, I am pleased to be sending you this communication to give my full support for them to be the successful bidders.

I have known Judy and her parents for close to 45 years and more recently have known Judy and her husband, Bob, for at least 30 years. Judy's family, the Chilsons, have been long time successful ranchers who have been good stewards of the land. When Judy's parents passed away, Bob and Judy took over the business and have continued the long time tradition of being good stewards of the land.

In my former employment as a CPA with Nordstrom and Associates PC, I can share with you that the Prossers are excellent business people. They manage their business with integrity and diligence. Their ranching business stresses the importance of caring for the lands so that future generations will inherit a healthy earth.

I have also known Judy through my association with Arizona Community Foundation of Flagstaff. I have served on the parent board as well as the local affiliate board. I am pleased to say that Judy is one of our most valued collaborators. You may not be aware that the Community Foundation has distributed millions of dollars to non-profits in the Flagstaff region. Judy and her family have a fund thus have been important partners in the distribution of these funds. Through the generosity of the Prossers and others, this community is indeed a better place in which to live.

In summary, I give my whole hearted support for you to award this grazing lease to the Prossers/ Bar T Bar Ranch. They will continue the legacy of good stewardship that will benefit us all for generations to come. If you care to talk to me further about my support, I can be reached at mmcclan858@aol.com.

Thank you

Sincerely,
Marjorie McClanahan
522 E Charles Rd
Flagstaff, Az 86001

FARM BUREAU FINANCIAL SERVICES

3005 N. Hwy. 69
Prescott, AZ 86301
928.778.9350 | 928.717.2876 fax
John.Popp@fbfs.com

John R. Popp, LUTCF
Agent
AgWise Master Certified

Registered Representative/
Securities & services offered through
FBL Marketing Services, LLC†
5400 University Avenue,
West Des Moines, IA 50266,
877.860.2904, Member SIPC.

November 3, 2020

City Of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001

Re: Prosser Red Gap Lease

To Whom It May Concern,

In the event the Prosser's are awarded the Red Gap Lease, they can absolutely secure the required coverages.

Sincerely,

Marta Fosnough for
John Popp, LUTCF
Career Agent

EXHIBIT A

Order Number: 109971

LEGAL DESCRIPTION

PARCEL NO. 1:

That portion of Section 1, lying North of the North right of way line of the Atchison, Topeka and Santa Fe Railroad, located in Township 20 North, Range 12 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 2:

That portion of Section 11, and Section 13 lying North of the North right of way line of the Atchison, Topeka and Santa Fe Railroad, located in Township 20 North, Range 12 ½ East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 3:

All of Section 3, Township 20 North, Range 12 ½ East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 4:

All of Section 23, and Section 25, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 14/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

109971

PARCEL NO. 5:

All of Sections 21 and 27; the West half of Section 22; the Northeast quarter of the Northwest quarter of Section 18, and those portions of Sections 19, 29 and 33, lying North of the North right of way line of the Atchison, Topeka and Santa Fe Railroad, located in Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING therefrom any portion lying within Interstate Highway 40 as set froth in Final Order of Condemnation recorded May 29, 1974 in Docket 507, page 476, and in Docket 507, page 520, records of Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 6:

All of Section 29 and that portion of Section 31, lying North of the North right of way of the Atchison, Topeka and Santa Fe Railroad, located in Township 20 North, Range 14 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING the West half of the West half of the Northeast quarter of the Southwest quarter of Section 31;

FURTHER EXCEPTING therefrom any portion of Section 31 lying within Interstate Highway 40 as set forth in Final Order of Condemnation recorded May 29, 1974 in Docket 507, page 476, and in Docket 507, page 520, records of Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 7:

That portion of Section 5 lying North of the North right of way of the Atchison, Topeka and Santa Fe Railroad, located in Township 19 North, Range 14 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPTING therefrom any portion lying within Interstate Highway 40 as set forth in Final Order of Condemnation recorded May 29, 1974 in Docket 507, page 476, and in Docket 507, page 520, records of Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

109971

PARCEL NO. 8:

That portion of Section 35 lying North of the North right of way line of the Atchison, Topeka and Santa Fe Railroad, located in Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT a rectangular parcel of land 210 feet by 622.29 feet located in the Northwest quarter of said Section 35, bounded by lines more particularly described as follows:

BEGINNING at the Northwest corner of said Section 35, said corner being a Government Land Office standard brass cap marker, the common corner of Section 26, 27, 34 and 35 in said Township and Range;
THENCE South 0° 03' 30" East along the West boundary of said Section 35, a distance of 1162.05 feet to an intersection with the Southerly boundary of the right of way of the newly constructed Highway 66;
THENCE South 79° 52' East along the Southerly boundary of the Highway right of way a distance of 2017.35 feet to the TRUE POINT OF BEGINNING;
THENCE continuing along the said Southerly boundary of the Highway right of way, South 79° 52' East a distance of 622.29 feet;
THENCE South 10° 08' West a distance of 210 feet;
THENCE North 79° 52' West a distance of 622.29 feet;
THENCE North 10° 08' East a distance of 210 feet more or less, to the TRUE POINT OF BEGINNING; AND

EXCEPT that portion of the North half of the North half of Section 35, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of said Section 35;
THENCE along the North line of said Section 35, South 89° 51' 44" East 3764.11 feet;
THENCE South 0° 00' 15" East 1021.80 feet to the existing Northerly right of way line of Interstate Highway 40 (Flagstaff Holbrook Highway);
THENCE along said existing highway right of way line of the following three courses:

(1) North 79° 52' 00" West 350.00 feet;
(2) South 70° 18' 22" West 864.52 feet;
(3) North 79° 52' 00" West 2646.41 feet to the West line of said Section 35;

THENCE along said West Section line North 0° 02' 25" West 794.99 feet to the POINT OF BEGINNING; AND

EXCEPT that portion of the East half of Section 35, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona; more particularly described as follows:

BEGINNING at the point of intersection of the existing Southerly right of way line of Interstate Highway 40 (Flagstaff-Holbrook Highway) with the East line of said Section 35, which point is South 0° 00' 15" East 2091.92 feet from the Northeast corner of said Section 35;
THENCE along the aforesaid East line of Section 35, South 0° 00' 15" East 639.33 feet to the existing Northerly line of the 200.00 foot right of way of the A.T.&S.F. Railway Company;
THENCE along said Northerly right of way line North 84° 12' 45" West 1728.49 feet;
THENCE North 0° 00' 15" West 376.59 feet to the aforesaid existing Southerly right of way line of Interstate Highway 40;
THENCE along said highway right of way line the following four courses:

(1) South 79° 52' 00" East 35.00 feet;
(2) North 72° 20' 34" East 836.48 feet;
(3) South 79° 52' 00" East 739.40 feet;
(4) along a curve to the right having a radius of 34,227.48 feet, a distance of 162.87 feet to the POINT OF BEGINNING;

AND FURTHER EXCEPTING therefrom any portion lying within Interstate Highway 40 as set forth in Final Order of Condemnation recorded May 29, 1974 in Docket 507, page 476, and in Docket 507, page 520, records of Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 9:

The East half of the Southwest quarter; the Southeast quarter of the Northwest quarter; the Southwest quarter of the Northeast quarter; the Northwest quarter of the Southeast quarter, all in Section 7, Township 20 North, Range 14 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT any portion lying within the Winslow-Gray Mountain Highway, as set forth in Final Order of Condemnation recorded in Docket 576, page 21, records of Coconino County, Arizona;

AND EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals, as reserved in instruments recorded in Book 68 of Deeds, page 322, and Book 25 of Official Records, page 494, and Book 46 of Official Records, page 475, and Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 10:

The Southeast quarter of the Southeast quarter of Section 7, Township 20 North, Range 14 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT any portion lying within the Winslow-Gray Mountain Highway, as set forth in Final Order of Condemnation recorded in Docket 576, page 21, records of Coconino County, Arizona;

AND EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals, as reserved in instruments recorded in Book 68 of Deeds, page 322, and Book 25 of Official Records, page 494, and Book 46 of Official Records, page 475, and Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 11:

The Northeast quarter of the Northeast quarter of Section 19, Township 20 North, Range 14 East, of the Gila and Salt River Base and Coconino, Maricopa County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 12:

The Northeast quarter of the Northwest quarter of Section 11, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 13:

The Northwest quarter of the Northwest quarter of Section 13, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 14:

The Northeast quarter of the Northwest quarter of Section 13, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 15:

The Southwest quarter of the Northeast quarter of Section 13, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 16:

The Southeast corner of the Northeast quarter of Section 15, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 17:

The Northeast quarter of the Southeast quarter of Section 17, Township 20 North, Range 13 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals, as reserved in instruments recorded in Book 68 of Deeds, page 322, and Book 25 of Official Records, page 494, and Book 46 of Official Records, page 475, and Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 18:

The Northwest quarter of the Northeast quarter of Section 17, Township 20 North, Range 13 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals, as reserved in instruments recorded in Book 68 of Deeds, page 322, and Book 25 of Official Records, page 494, and Book 46 of Official Records, page 475, and Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 19:

The Northwest quarter of the Southeast quarter of Section 17, Township 20 North, Range 13 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals, as reserved in instruments recorded in Book 68 of Deeds, page 322, and Book 25 of Official Records, page 494, and Book 46 of Official Records, page 475, and Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 20:

The Southwest quarter of the Southeast quarter of Section 17, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 21:

The Southeast quarter of the Southeast quarter of Section 17, Township 20 North, Range 13 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 22:

The Southeast quarter of the Southeast quarter of Section 1, Township 20 North, Range 12 ½ East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 23:

The West half of the Southwest quarter of Section 1, Township 20 North, Range 12 ½ East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona; AND

EXCEPT all coal, oil, gas and minerals as reserved in instrument recorded August 18, 1970 in Docket 365, page 225, records of Coconino County, Arizona.

PARCEL NO. 24:

The Southeast quarter of the Northwest quarter, and the East half of the Southwest quarter of Section 1, Township 20 North, Range 12 ½ East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT the North, South, East and West 15 feet, as conveyed to Coconino County by deed recorded in Docket 425, page 291.

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 25:

The Northeast quarter of the Southeast quarter of Section 1, Township 20 North, Range 12 ½ East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 26:

Lot 1, and the Southeast quarter of the Northeast quarter of Section 7, Township 20 North, Range 13 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 27:

Lot 4 of Section 7, Township 20 North, Range 13 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals, as reserved in instruments recorded in Book 68 of Deeds, page 322, and Book 25 of Official Records, page 494, and Book 46 of Official Records, page 475, and Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 28:

The Southeast quarter of the Northwest quarter of Section 7, Township 20 North, Range 13 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals, as reserved in instruments recorded in Book 68 of Deeds, page 322, and Book 25 of Official Records, page 494, and Book 46 of Official Records, page 475, and Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 29:

The Southeast quarter of the Southwest quarter of Section 7, Township 20 North, Range 13 East, Gila and Salt River Base and Meridian, Coconino County, Arizona;

EXCEPT 15/16th interest of all oil, gas, hydrocarbon and minerals, as reserved in instruments recorded in Book 68 of Deeds, page 322, and Book 25 of Official Records, page 494, and Book 46 of Official Records, page 475, and Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 30:

Lots 1, 5 and 9, of Posen Ranch, a subdivision of Section 33, Township 20 North, Range 14 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, according to the plat of record in the office of the County Recorder of Coconino County, Arizona, recorded in Book 4 of Surveys, page 95;

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona.

PARCEL NO. 31:

Lots 1, 2, 3, 4 and 8, of Little Red-Gap Ranch, being a portion of Section 17, Township 20 North, Range 14 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, according to the plat of record in the office of the County Recorder of Coconino County, Arizona, recorded in Book 5 of Surveys, page 36;

EXCEPT 15/16th interest in all oil, gas, hydrocarbon and minerals as reserved in instruments recorded in Book 68 of Deeds, page 322, Book 25 of Official Records, page 494, Book 46 of Official Records, page 475, and in Docket 296, page 57, records of Coconino County, Arizona;
AND

EXCEPT all coal, oil, gas and minerals as reserved in instrument recorded April 11, 1968 in Docket 302, page 343, records of Coconino County, Arizona

STATE LAND DEPARTMENT
STATE OF ARIZONA

GRAZING LEASE

Lease No. 05-3321

THIS GRAZING LEASE is entered into by and between the State of Arizona "Lessor" by and through the Arizona State Land Department and

CITY OF FLAGSTAFF

as "Lessee". In consideration of the payment of rent and of performance by the parties of each of the provisions set forth herein, the parties agree as follows:

ARTICLE 1
SUBJECT LAND

1.1 Lessor hereby leases to Lessee for the term, at the rent, and in accordance with the provisions set forth herein, the Subject Land described in Appendix A attached hereto ("Subject Land") for the uses and purposes specified in Article 4.

1.2 Lessee makes use of Subject Land "as is" and Lessor makes no express or implied warranties as to the physical condition of the Subject Land.

ARTICLE 2
TERM

2.1 The term of this Lease commences on December 31, 2013 , and ends on December 30, 2023 , unless terminated earlier as provided in this Lease.

ARTICLE 3
RENT

3.1 Lessee shall pay rent to Lessor for the use and occupancy of the Subject Land during the term of this Lease without offset or deduction and without notice or demand, as established, on an annual basis.

3.2 The annual base rent shall be set by Lessor in the manner established by law and paid in advance each year.

3.3 Each billing year in advance, Lessee shall inform Lessor, on forms to be provided by Lessor, whether Lessee intends to make full use, partial use or total non-use of the maximum allowable animal-unit-months for the Subject Land, so that the correct amount of rent may be billed by the Lessor. Lessee shall inform Lessor in writing of any subsequent change in the number of animal-unit-months which Lessee intends to use. If Lessee fails to provide Lessor with this information within the time stated in the form provided by Lessor, Lessee shall pay full-use rent.

3.4 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.5 Prior to the time a rent payment, annual or otherwise, is due, upon Lessee's written request, Lessor at its discretion may extend the time for payment for an additional period not to exceed 90 days. There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

3.6 If the annual rent is at any time one calendar year in arrears, this Lease shall automatically terminate, without right of appeal by Lessee or any leasehold mortgagee, and Lessor shall proceed to cancel it on the records of the Department.

ARTICLE 4
USE OF SUBJECT LAND

4.1 The Subject Land is leased to the Lessee for the purposes of ranging livestock and for uses related thereto and no other use, except as approved in writing by Lessor after written application by Lessee.

4.2 Feedlot operations on the Subject Land are prohibited, but this shall not be construed to prevent the temporary or supplemental feeding of livestock.

ARTICLE 5
LIVESTOCK CARRYING CAPACITY

5.1 The livestock carrying capacity for the Subject Land shall be determined by the Lessor and may be adjusted from time to time, subject to the appeal rights of Lessee as provided by law. The appraised carrying capacity of the Subject Land shall not be exceeded during any billing year unless Lessee obtains the prior written permission of Lessor and agrees to pay the additional fees determined by Lessor.

ARTICLE 6
DUTY TO INFORM LESSOR OF TOTAL RANCH HOLDINGS

6.1 At the time of making application for the Lease, Lessee shall disclose to Lessor, on a form provided by Lessor, the total acreage used for grazing within the ranch unit or units of which the Subject Land is a part. This shall include, in addition to the Subject Land, any federal land which Lessee grazes pursuant to a written lease or permit any private land owned by or used by Lessee, with a designation as to which private lands are used pursuant to written agreement. In addition, Lessee shall show, on a map form supplied by or acceptable to Lessor: (1) the approximate location of all fence lines and man-made water sources and (2) the land ownership status (state, federal, or private) of the ranch unit or units of which the land covered by this Lease is a part.

6.2 In any determination as to whether the carrying capacity of the Subject Land has been exceeded, no claimed grazing use of private or federal lands within the ranch unit or units which have not been disclosed as part of the ranch unit or units shall be considered.

6.3 For purposes of determining whether the Lessee has remained within the authorized carrying capacity under this Lease, it shall be presumed that all land within a fenced pasture (whether state, federal or private) has been grazed to the same extent by livestock placed in that pasture unless Lessee or Lessor can, based upon range suitability and management practices, demonstrate to the contrary.

ARTICLE 7
RECORDS

7.1 Lessee shall keep records showing the numbers of Lessee's livestock of different classes on the ranch unit or units, the dates put on and removed and estimated death loss.

7.2 Such records shall be retained for a minimum period of three years.

7.3 The Lessor may, upon reasonable notice to the Lessee, require the production of the records described in Paragraph 7.1 above. In the event a dispute arises concerning the numbers of cattle grazed, the Lessee shall keep all documents and records until the dispute is finally resolved.

ARTICLE 8
TAXES; ADDITIONAL AMOUNTS

8.1 Lessee shall pay all assessments and charges for utilities and communication services, and assessments imposed pursuant to any construction on the Subject Land, all permit and authorization fees, all taxes, duties, charges and assessments of every kind of nature imposed by any public, governmental or political subdivision authority pursuant to

any currently or subsequently enacted law, ordinance, regulation or order, which during the term of this Lease, become due or are imposed upon, charged against, measured by or become a lien on (a) the Subject Land, (b) any improvements or personal property of the Lessee located on the Subject Land, (c) the interest of the Lessee to this Lease or in the proceeds received by Lessee from any assignment or sublease of the Subject Land.

8.2 Lessee shall pay or cause to be paid all amounts required to be paid under Paragraph 8.1 before any interest, penalty, fine or cost accrues for nonpayment.

ARTICLE 9
WAIVER

9.1 Acceptance of rent payments by Lessor shall not constitute a waiver by Lessor of any violation by Lessee of the provisions of this Lease.

9.2 No waiver of a breach of any provision of this Lease shall be construed as a waiver of any succeeding breach of the same or any other provision.

ARTICLE 10
IMPROVEMENTS

10.1 All buildings, fences, wells, pumps, pipelines, corrals, pens, range improvement practices (i.e., root plowing, land imprinting, clearing, etc.) and other structures of every kind and nature which exist, at anytime, on, above, or below the Subject Land or on a portion thereof and which are not portable in nature are considered "improvements" under this Lease.

10.2 Lessee may construct improvements on the Subject Land if: (a) Lessee has filed an Application to Place Improvements with Lessor, attaching any necessary written approvals from regulatory authorities; and (b) Lessor has granted written approval for the construction of such improvements.

10.3 Any improvements placed on the Subject Land which have not been approved as required by Paragraph 10.2 shall be forfeited to and become property of the Lessor, and Lessee shall be liable to Lessor for all damage to the Subject Land caused by such unauthorized improvements and for any expenses incurred by the Lessor in restoring the Subject Land.

10.4 Lessee shall have the right to remove all of its personal property which can be removed without damaging the Subject Land within 60 days prior to, or 90 days following the Expiration Date or the earlier termination of the Lease.

10.5 Improvements placed on the Subject Land shall conform to all applicable federal, state, county and municipal laws and ordinances.

10.6 All improvements placed upon the Subject Land by Lessee in conformance with Paragraph 10.2 shall be the property of Lessee or any successor in interest ("Owner") and shall, unless they become the property of Lessor, be subject to assessment for taxes in the name of the Owner, as other property.

10.7 The Lessee or Owner shall be entitled to reimbursement for improvements authorized in accordance with Paragraph 10.2 by any subsequent lessee or purchaser of the Subject Land upon expiration of this Lease as provided by A.R.S. § 37-322.02 or any successor statute, subject to any rights acquired by the Lessor under Paragraph 3.4.

ARTICLE 11
LESSEE'S COOPERATION; INGRESS AND EGRESS

11.1 Lessee shall cooperate with Lessor in Lessor's inspection, appraisal and management of the Subject Land and permit reasonable access by Lessor's employees to isolated State Land across Lessee's private land during the term of this Lease.

11.2 Lessee shall not interfere with the authorized activities of Lessor's employees, agents, licenses or other lessees or permittees on the Subject Land.

ARTICLE 12
LESSEE SHALL NOT PERMIT LOSS OR WASTE

12.1 Lessee shall not cause nor grant permission to another to cause any waste or loss in or upon the Subject Land. Lessee, its employees and agents shall not cut, consume or remove any timber, or standing trees that may be upon the Subject Land, without the prior written consent of Lessor, except that Lessee may cut wood for fuel for domestic uses and authorized improvements on the Subject Land. Nothing herein shall permit the cutting of saw timber for any purpose.

ARTICLE 13
NATIVE PLANTS AND CULTURAL RESOURCES

13.1 Lessee shall comply with the provisions of the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) and with Arizona laws relating to archaeological discoveries (A.R.S. § 41-841 et seq., or any successor statutes). Lessee shall not disturb any cacti or other protected native plants nor disturb any ruins, burial grounds or other archaeological sites except as may be permitted by these laws.

ARTICLE 14
LESSEE SHALL PROTECT THE LAND, PRODUCTS AND IMPROVEMENTS

14.1 Lessee is hereby authorized to use means which are reasonable and which do not result in a breach of the peace or in creating a concealed hazard, to protect the Subject Land and improvements against waste, damage and trespass.

14.2 In the event of known trespass on the Subject Land resulting in damage thereto, Lessee shall make reasonable efforts to notify Lessor and appropriate law enforcement authorities.

ARTICLE 15
ASSIGNMENT, SUBLEASE, PASTURAGE AGREEMENT AND ENCUMBRANCE

15.1 Lessee, if not in default in the payment of rent and having kept and performed all the conditions of this Lease may, with the written consent of Lessor, assign this Lease. An assignment of this Lease shall not be made without the consent of all lienholders of record. In the event of assignment of this Lease, Lessee shall file with Lessor a copy of applications for transfer of all certificates for stockponds on the Subject Land to assignee, as agent for the State of Arizona, showing that the applications have been filed with the appropriate governmental agency.

15.2 Lessee shall not sublease or sell or lease pasturage to lands included in the Lease without first obtaining the written consent of Lessor. Subleasing by the sublessee, or pasturing of animals not branded with the sublessee's brands, is not allowed. The term "sublease" includes the transfer of control of all or part of the ranch unit or units containing the Subject Land. Not with-standing any sublease, Lessee shall remain responsible to the Lessor for the performance of the provisions of this Lease. In no event may this Lease be sublet unless all rent due has been paid and all provisions of this Lease are complied with.

15.3 This Lease authorizes only the grazing of livestock bearing the registered brand(s) of Lessee or Lessee's immediate family. If Lessee wishes to permit the grazing of livestock bearing any other brands pursuant to pasturage agreements of any kind, Lessee must so inform Lessor prior to the release of such livestock on the Subject Land.

15.4 Copies of all assignments, subleases, or pasturage agreements pertaining to the Subject Land shall be filed with the Lessor.

15.5 In the event, this Lease is canceled or terminated prior to the expiration date any sublease or pasture agreement shall automatically terminate on the date the Lease is terminated.

ARTICLE 16
RESERVATIONS, RELINQUISHMENTS TO UNITED STATES

16.1 Lessor excepts and reserves out of the grant hereby made, all oils, gases, geothermal resources, coal, ores, minerals, fossils, fertilizers, common mineral products and materials, and all natural products of very kind that may be in or upon the Subject Land any legal claim existing or which may be established under the mineral land laws of the United States or the State of Arizona.

16.2 Lessor reserves the right to execute leases, permits, or sales agreements covering the Subject Land for the purpose of entering upon and prospecting for, and the extraction of such reserved materials.

16.3 Lessor reserves the right to grant rights of way, easements and sites over, across, under or upon the Subject Land for public highways, railroads, utility lines, pipelines, irrigation works, flood control, drainage works, logging and other purposes.

16.4 Lessor reserves the right to relinquish to the United States land needed for irrigation works in connection with a government reclamation project and to grant or dispose of rights of way and sites for canals, reservoirs, dams, power or irrigation plants or works, railroads, tramways, transmission lines or any other purpose or use on or over the Subject Land.

16.5 In the event of such relinquishment, grants or disposal, the Lessee waives all right to any compensation whatsoever as against the Lessor except as may be allowed under the provisions of Article 17, and as limited therein.

ARTICLE 17
CONDEMNATION AND EMINENT DOMAIN

17.1 If at any time during the duration of this Lease the whole or any part of the Subject Land shall be taken for any quasi-public or public purpose by any person, private or public corporation, or any governmental agency having authority to exercise the power of condemnation or eminent domain pursuant to any law, this Lease shall expire on the date when the leased property is taken or acquired as to the leased property so taken or acquired. Except as set forth below, the rights of Lessee and Lessor to compensation for such taking shall be as provided by law. The Lessee shall have no compensable right or interest in the real property being condemned or interest in the unexpired term of this Lease or any renewal except as provided by law and in any event no interest greater than 10 percent of the total award for the land. The Lessor shall be entitled to and shall receive any and all awards for severance damages to remaining proceedings concerning the Subject Land. Lessee shall have the right to (1) prorated reimbursement for prepaid rent, (2) any and all awards for payments made for any authorized improvements which are taken, and (3) severance damages for any damage to Lessee's remaining ranch operation resulting from the taking.

ARTICLE 18
WATER RIGHTS

18.1 The Lessee shall be entitled to the use on the Subject Land of groundwater as defined in A.R.S. § 45-101, or any successor statute, for purposes consistent with this Lease. If the Lessee shall develop any groundwater on the Subject Land, he shall not acquire any rights with respect to the groundwater, except the right to use such water in accordance with applicable law, on the Subject Land during the term of this Lease.

18.2 If the Lessee uses, on the Subject Land, groundwater from a source not on the Subject Land, that use alone shall not (1) cause such water or any rights with respect to that water to be appurtenant to the Subject Land, or (2) affect in any way the Lessee's rights with respect to the water.

18.3 The rights of the Lessor and the Lessee concerning the application for an establishment of any rights with respect to surface water as defined in A.R.S. § 45-101, or any successor statute, shall be governed by the laws of the State of Arizona.

18.4 Nothing in the provisions of this Lease shall affect the validity of any rights established by or for the Lessor or Lessee with respect to surface water, as defined in A.R.S. § 45-101, prior to the Commencement Date of this Lease.

18.5 The application for and establishment by the Lessor or Lessee (as agent of the State of Arizona) of any water rights shall be for the State of Arizona; such rights shall attach to and become appurtenant to the Subject Land.

18.6 Notwithstanding Paragraph 18.5 above, the Lessee, as agent of the State of Arizona, shall be entitled to any certificate of water right, issued pursuant to the Stockpond Registration Act, A.R.S. § 45-271 through 45-276 (as it may be amended) relating to a stockpond constructed as an authorized improvement on the Subject Land. Any such certificate and the rights it evidences and represents shall be appurtenant to the Subject Land and shall pass to any successor lessee; or, if the land is not leased but is retained by the State of Arizona, then to the State of Arizona; or if the land is sold, then to the purchaser.

18.7 The Lessee shall promptly notify the Lessor in writing of any initial filings made by the Lessee with any governmental agency or court concerning the establishment or adjudication of any claim to a water right relating to the Subject Land. Upon request of the Lessor, the Lessee shall furnish copies of any document filed with the agency or court.

ARTICLE 19
DEFAULT AND CANCELLATION

19.1 Violation by Lessee of any provision of this Lease shall be a default hereunder entitling Lessor to any and all remedies it may have under Arizona law.

19.2 Upon any such default, the Lease may be canceled pursuant to A.R.S. § 37-289 or any successor statute.

19.3 This contract is subject to cancellation pursuant to A.R.S. § 38-511.

ARTICLE 20
HOLDOVER LESSEE

20.1 Upon expiration or termination of this Lease, Lessee agrees to surrender to Lessor peaceful and uninterrupted possession of the Subject Land. Holdover tenancy by the Lessee is prohibited and shall be deemed a trespass for which Lessor may seek all appropriate civil and criminal remedies; except that a Lessee in good standing who has filed a timely application for renewal may continue to occupy and use the Subject Land, pursuant to the terms of this Lease, pending action on the renewal application by Lessor.

ARTICLE 21
INDEMNIFICATION

21.1 Except as provided by A.R.S. § 33-1551 (or its successor statutes), Lessee hereby expressly agrees to indemnify and hold Lessor harmless, or cause Lessor to be indemnified and held harmless from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorneys' fees and costs, which may be imposed upon or incurred by or asserted against Lessor by reason of the following: (a) any accident, injury or damage to any persons or property occurring on or about the Subject Land or any portion thereof resulting from Lessee's use of the Subject Land, (b) any use, non-use or condition of the Subject Land or any portion thereof resulting from Lessee's intentional actions or negligence, and (c) any failure on the part of Lessee to perform or comply with any of the provisions of this Lease; except such as may be the result solely of Lessor's intentional conduct or active negligence.

21.2 In case an action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon Lessor's request and at Lessee's expense, will resist and defend such action or proceedings, or cause the same to be resisted and defended either by counsel designated by Lessee or, where such occurrence is covered by liability insurance, by counsel designated by the insurer.

21.3 Lessee shall protect, defend, indemnify and hold harmless the Lessor from and against all liabilities, obligations, losses, environmental responses, and clean up costs, charges and expenses, including attorneys' fees and court costs arising out of or related to the presence or existence of any substance regulated under any applicable Federal, State or local environmental laws, regulations or ordinances or amendments thereto because of: (a) any substance that came to be located on the Subject Land resulting from any use or occupancy of the Subject Land by the Lessee before or after the issuance of the Lease; or (b) any release, threatened release, escape, seepage, leakage, spillage, discharge or emission of any such substance in, on, under or from said Subject Land that is caused, in whole or in part, by any conduct, actions or negligence of the Lessee, regardless of when such substance came to be located on the Subject Land.

ARTICLE 22
RENEWAL

22.1 Upon application to the Department not less than thirty days nor more than one year before the Expiration Date, Lessee, if a bona fide resident of the State or legally authorized to transact business in the State, shall have a preferred right to renewal for a term not to exceed ten years, as provided by law, bearing even date with the Expiration Date. The preferred right of renewal shall not extend to a Lessee if there has not been substantial compliance with the terms of this Lease or if the Subject Land has not been placed to the use prescribed in this Lease, unless for good cause, the failure to perform was given written authorization by the Department. If the Department determines the continued leasing of the land to the Lessee is not in the best interest of the State, the Lease shall not be renewed.

ARTICLE 23
INSURANCE REQUIREMENTS

23.1 Lessee shall maintain in full force a commercial general liability insurance policy during the lease term affording protection to the limit of not less than one million dollars. This policy shall contain a provision that Lessor, named as an additional insured, shall be entitled to recovery for any loss occasioned to it, its agents and employees. Further, the policy shall provide that their coverage is primary over any other insurance coverage available to the Lessor, its agents and employees. Insurance policies must contain a provision that the Lessor shall receive an advance 30 day written notice of any cancellation or reduction in coverage.

ARTICLE 24
ENVIRONMENTAL MATTERS

24.1 Lessee shall strictly comply with Environmental Laws, relating but not limited to hazardous and toxic materials, wastes and pollutants. Compliance means the Lessee shall act in accordance with the necessary reporting obligations obtain and maintain all permits required, provide copies of all documents as required by Environmental Laws. For purposes of this Lease the term "Environmental Law" shall include but not be limited to any relevant federal, state, or local laws, and applicable regulations, rules and ordinances, and publications promulgated pursuant thereto, including any future modifications or amendments relating to environmental matters.

ARTICLE 25
MISCELLANEOUS

25.1 This Lease grants Lessee only those rights expressly granted herein and Lessor retains and reserves all other rights in the Subject Land.

25.2 This Lease is subject to all current and subsequently enacted rules, regulations and laws applicable to State Lands and to the rights and obligations of Lessors and Lessees. No provisions of this Lease shall create any vested right in Lessee except as otherwise specifically provided in this Lease.

25.3 The Lessor shall be forever wholly absolved from any liability for damages which might result to the Lessee in the event this Lease is found to be void, canceled, forfeited or terminated prior to the Expiration Date or in the event this Lease is not renewed.

25.4 If it is determined that Lessor has failed to receive title to any of the Subject Land, the Lease is null and void insofar as it relates to the land to which Lessor has failed to receive title. Lessor shall not be liable to Lessee or any assignee or sublessee for any damages that result from Lessor's failure to receive title.

25.5 In any action arising out of this Lease, the prevailing party is entitled to recover reasonable attorneys' fees incurred therein in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Lessor, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel notwithstanding that it is represented by the Arizona Attorney General's Office or by other salaried counsel.

25.6 No provisions of this Lease shall create any right or interest in Lessee to a fee interest in the Subject Land.

25.7 Any notice to be given or other documents to be delivered to Lessee or Lessor hereunder shall be in writing and delivered to Lessee or Lessor by depositing same in the United States Mail, with prepaid postage addressed as follows:

To Lessor: Arizona State Land Department
1616 West Adams Street - First Floor
Phoenix, AZ 85007

To Lessee: Address of Record

Lessee must notify Lessor within thirty (30) days by written notice of any change in address. Lessor's notice shall be deemed adequate if sent to the Lessee's best known address of record and no change of address form is on file.

25.8 This Lease shall be governed by, construed and enforced in accordance with Arizona laws.

25.9 Any attempt to assign, sublease, convey, transfer or otherwise dispose of any estate or interest in this Lease, other than pursuant to its term, shall not be effective.

25.10 This Lease, together with all attached Appendices, embodies the whole agreement of the parties. There are no other agreements or terms, oral or written. This document supersedes all previous communications, representations and agreements, oral or written, between the parties.

25.11 THIS DOCUMENT is submitted for examination and shall have no binding effect on the parties unless and until executed by the Lessor (after execution by the Lessee), and a fully executed copy is delivered to the Lessee.

25.12 IN THE EVENT OF A DISPUTE between the parties to this Lease, it is agreed to use arbitration to resolve the dispute but only to the extent required by A.R.S. § 12-1518; and, in no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

25.13 Every obligation of the State under this Lease is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Lease, this Lease may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

25.14 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

25.15 Upon the sale, exchange, redemption, relinquishment or taking, whether by eminent domain or institutional use of all or any portion of the Subject Land, this Lease shall terminate on the date of such disposition as to the property so affected.

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 30 December 2013
RUN TIME: 20:47 PM
PAGE: 1

KE-LEASE# 005-003321-00-007 APPTYPE: RENEWAL
AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
19.0-N-14.0-E-04-03-031-1007	LOT 1 AND LOT 2 LY E OF PAT 6056	0.50	68.460
19.0-N-14.0-E-04-03-031-1008	LOTS 3 4 AND LOT 2 LY W OF PAT 6056 AND S2NW LY N OF 95-98642	1.30	170.910
19.0-N-14.0-E-04-03-031-1009	S2NW LY S OF 95-98642 AND N OF RR AND N2N2NESW LY N OF RR	0.10	16.070
19.0-N-14.0-E-06-03-031-1003	THAT PT N OF RR	0.10	20.000
20.0-N-12.0-E-02-03-030-1003	LOTS 1 2 AND LOTS 3 4 S2NE N2N2SENW N2N2NESE LY N OF RR	1.60	208.610
20.0-N-12.5-E-02-03-030-1002	LOTS 1 THRU 4 S2N2 S2	5.50	710.840
20.0-N-12.5-E-10-03-031-1003	N2 N2NENESE LY N OF RR	1.50	200.000
20.0-N-12.5-E-12-03-031-1002	ALL	5.00	640.000
20.0-N-13.0-E-08-03-031-1002	LOTS 1 THRU 4 S2N2 S2	4.90	638.960
20.0-N-13.0-E-10-03-031-1002	LOTS 1 THRU 4 S2N2 S2	4.90	635.160
20.0-N-13.0-E-12-03-031-1002	LOTS 1 THRU 7 SWNE S2NW W2SE SW	4.90	630.970
20.0-N-13.0-E-14-03-031-1002	ALL	5.00	640.000
20.0-N-13.0-E-16-03-030-1002	ALL	5.00	640.000
20.0-N-13.0-E-18-03-031-1002	LOTS 1 THRU 4 SENW E2SW E2	4.80	626.640
20.0-N-13.0-E-20-03-031-1002	ALL	5.00	640.000
20.0-N-13.0-E-22-03-031-1002	E2	2.50	320.000
20.0-N-13.0-E-24-03-031-1002	ALL	5.00	640.000
20.0-N-13.0-E-26-03-031-1002	ALL	5.00	640.000
20.0-N-13.0-E-28-03-031-1004	N2 N2SE AND SW S2SE LY N OF 95-98642 AND NE OF PAT 2951	4.40	562.390
20.0-N-13.0-E-28-03-031-1005	SWNWSW SWSW SWSESW LY SW OF PAT 2951 AND N E S OF 95-98642	0.20	29.470
20.0-N-13.0-E-28-03-031-1006	S2SESW LY NE OF PAT 2951 AND S OF 95-98642 AND S2S2S2SE LY S OF 95-98642	0.10	10.760
20.0-N-13.0-E-34-03-031-1005	N2N2 LY N OF 95-98642	0.30	39.140

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE: 30 December 2013
RUN TIME: 20:47 PM
PAGE: 2

KE-LEASE# 005-003321-00-007 APPTYPE: RENEWAL
AMENDMENT#: 0

20.0-N-13.0-E-34-03-031-1006	N2 LY S OF I-40 AND N OF RR	1.40	181.880
20.0-N-13.0-E-36-03-030-1005	LOTS 1 2 NWNE N2NW AND LOT 3 SWNE S2NW LY N OF 95-98642	2.20	286.980
20.0-N-13.0-E-36-03-030-1006	LOT 3 S2S2SWNE S2NW N2N2SW NWSE LY S OF 95-98642 AND N OF RR	0.70	96.020
20.0-N-14.0-E-04-03-031-1002	LOTS 1 THRU 4 S2N2 S2	4.80	626.460
20.0-N-14.0-E-06-03-031-1002	LOTS 1 THRU 6 SENW E2SW S2NE SE LOT 7 LY NE OF PAT 6057	4.70	605.940
20.0-N-14.0-E-08-03-031-1002	ALL	5.00	640.000
20.0-N-14.0-E-16-03-030-1002	ALL	5.00	640.000
20.0-N-14.0-E-18-03-031-1004	E2NENE LY E OF PAT 6058	0.00	4.030
20.0-N-14.0-E-18-03-031-1005	LOTS 1 THRU 4 W2NE SENE E2W2 SE AND NENE LY W OF PAT 6058	4.80	615.570
20.0-N-14.0-E-20-03-031-1004	E2E2 LY E OF PAT 6059	0.30	38.730
20.0-N-14.0-E-20-03-031-1005	W2E2 W2 AND E2E2 LY W OF PAT 6059	4.50	581.970
20.0-N-14.0-E-28-03-031-1006	E2E2 W2NE AND E2NW NENWNW E2NENENESW W2SE LY E OF PAT 6060	2.70	347.040
20.0-N-14.0-E-28-03-031-1007	SWNW W2SW AND NWNW E2NW E2SW W2SWSE LY W OF PAT 6060	2.00	265.760
20.0-N-14.0-E-30-03-031-1002	LOTS 1 THRU 4 E2W2 E2	4.80	625.440
20.0-N-14.0-E-32-03-030-1002	ALL EX 95-98642 LY IN SWSWSWSWSW	4.90	639.250
	TOTALS	115.40	14,923.450

IN WITNESS HEREOF, the parties hereto have signed this Lease effective the day and year set forth previously herein.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

Amber Yosel 1/14/14
By: **Date**

ARIZONA STATE LAND DEPARTMENT 1915

City of Flagstaff- Utilities
Lessee

[signature] 1/9/14
Authorized Signature **Date**

211 W. Aspen Ave
Address

Flagstaff AZ 86001
City **State** **Zip**

Arizona State Land Department
Red Gap Ranch Grazing Lease

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Planning Development Manager
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Approval of Preliminary Plat: TLC PC Land Investors LLC requests Preliminary Plat approval for The Estates at Pine Canyon Pine Bluff located at 2080 E. Del Rae Dr., a single-family home subdivision on 17.5 acres in the R1 (Single Family Residential) Zone.

STAFF RECOMMENDED ACTION:

Staff recommends the City Council, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation of approval (6-1 in favor), approve the Preliminary Plat.

Executive Summary:

TLC PC Golf requests Preliminary Plat approval for The Estates at Pine Canyon Pine Bluff located at 2080 E. Del Rae Dr. This plat proposes 26 single-family home lots on 17.5 acres in the R1 Zone. The site has a Resource Protection Overlay and is currently vacant. It is located in the southeastern corner of the larger 660-acre Pine Canyon development.

Financial Impact:

No financial impacts are anticipated with this Preliminary Plat.

Policy Impact:

There are no policy impacts affiliated with this Preliminary Plat.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

PBB Key Community Priorities/Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Regional Plan Policies and Goals

- Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.
- Policy LU.5.2. Promote infill development over peripheral expansion to conserve environmental resources, spur economic investments, and reduce the cost of providing infrastructure and services.
- Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

- Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

Has There Been Previous Council Decision on This:

The Pine Canyon development was approved by Council through a rezoning (Ordinance No. 2000-11) and development agreement in June of 2000.

A revised development agreement was approved in January of 2007 to resolve disputes between the Developer of Pine Canyon and the City of Flagstaff with respect to the Rezoning Ordinance. This agreement stipulates that the Developer may, at its option, abandon the third entrance to Pine Canyon, providing the main entrance and the clubhouse entrance remain open and available for ingress and egress to the public.

In October of 2013, City Council approved an agreement with the Developer that committed the City to erect and maintain a directional sign at the intersection of Lake Mary Road and John Wesley Powell Boulevard, committed staff support to amend the rezoning ordinance to modify the gated provision during night time, and extended the developers' transportation improvement contribution. In May of 2014, the City Council approved a modification to Ordinance No. 2000-11 to modify Condition #8 which stated "That all private roads within the development remain open to the public and never be gated" to "All streets within Pine Canyon shall remain open to the public, without the use of a gate, from sunrise to sunset. Any means to restrict access to the streets of Pine Canyon may only be utilized from sunset to sunrise and never restrict emergency access."

City Council has also previously approved several subdivision plats in Pine Canyon, including the Estates at Pine Canyon Units 1-5, Coconino Ridge, Deer Creek Crossing, Mountain Villas, Mountain Vista Condominiums, Mount Estates, and Club Cabin Condominiums.

Options and Alternatives:

1. Approve the Preliminary Plat with no conditions, as recommended by the Planning and Zoning Commission.
2. Approve the Preliminary Plat with conditions.
3. Deny the Preliminary Plat based on non-compliance with the Zoning Code, the Subdivision Code, and/or the Engineering Design Standards and Specifications for New Infrastructure.

Background/History:

In June of 2000, the City Council approved a rezoning request and development agreement allowing the development of Pine Canyon, which includes a mixture of condominium, townhomes, estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities, located on approximately 660 acres. The primary entrance to Pine Canyon is located at the intersection of Lone Tree Road and John Wesley Powell Blvd.

The applicant is seeking Preliminary Plat approval for a 26-lot single-family residential subdivision within the larger Pine Canyon development. The subdivision is one of the undeveloped areas in Pine Canyon and is located between the existing golf course and the residential uses. The site has significant topography requiring the applicant to create larger lots and unique building envelopes to ensure resource protection standards are met.

All areas in the subdivision not allocated as lots are reserved as tracts. Tract A covers Pine Meadow Drive (a private drive) and is to be used for ingress/egress and public utilities. Tracts B1 and B2 are used for stormwater conveyance and golf course use.

The new infrastructure will need to be provided for the project including a new private roadway (Pine

Meadow Drive) as is the adopted standard in Pine Canyon, 8" water and sewer lines, LID (Low Impact Development) basins, and a new golf cart path.

Key Considerations:

Staff reviewed and approved the Preliminary Plat on October 8, 2020, based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications. On November 12, 2020, the Planning and Zoning Commission voted 6-1 in favor of forwarding the Preliminary Plat to the City Council with a recommendation for approval.

The property is zoned R1, Single Family Residential, which requires a minimum of two units per acre and allows a maximum of five units per acre within the Resource Protection Overlay (RPO). This subdivision has a density of 1.48 units per acre which is slightly lower than the required two units per acre. The Development Agreement for Pine Canyon identifies 26 lots for this tract, which is what is proposed. The overall density of the Pine Canyon development meets the minimum density standards for the R1 zone. The subdivision is one of the last undeveloped areas in Pine Canyon.

Lots within the proposed subdivision range from 18,872 sq. ft. to 38,282 square feet, which comply with the minimum lot size of 6,000 square feet for the R1 Zone. For the purposes of tree and steep slope resource protection, the plat proposes four flag lots that do not meet the minimum lot width at the front setback line (15 feet) for the R1 Zone. However, the Zoning Code allows the City Council to approve alternate lot sizes and setbacks on a Final Plat. The Final Plat will designate alternate front setback lines on the flag lots to ensure compliance with the 60’ minimum lot width Table 10-40.30.030.C(2). Additionally, unique building envelopes for each lot that meet or exceed the minimum required setbacks for the R1 zone (see page 5 of the Preliminary Plat) have been provided.

Community Benefits and Considerations:

The community benefits of this project are encapsulated in the PBB Key Community Priorities/Objectives and the Regional Plan goals and policies that it meets, such as providing new housing within the urban growth boundary.

Community Involvement:

Inform. The existing zoning of the Subject Property allows for the proposed subdivision. No public hearings or public outreach are required by either the Zoning Code or the Subdivision Code as part of the Preliminary Subdivision Plat review process.

Attachments:

Application
Council Presentation
Preliminary Plat
P&Z Staff Report
Vicinity Map
Utility Notification Letters

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	**Application for Subdivision Review**	File Number
		PZ 19-00099

Property Owner(s) TLC PC Land Investors LLC		**Phone** 310-210-5312
Mailing Address 8601 N. Scottsdale Rd., Ste. 335	**City, State, Zip** Scottsdale, AZ 85253	**Email** cpelletier@symmetrycompanies.com
Applicant(s) TLC PC Land Investors LLC		**Phone** 310-210-5312
Mailing Address 8601 N. Scottsdale Rd. Ste. 335	**City, State, Zip** Scottsdale, AZ 85253	**Email** cpelletier@symmetrycompanies.com
Project Representative Charlie Pelletier, Vice President Development & Construction		**Phone** 310-210-5312
Mailing Address 8601 N. Scottsdale Rd. Ste. 335	**City, State, Zip** Scottsdale, AZ 85253	**Email** cpelletier@symmetrycompanies.com

Requested Review:
- ☐ Development Master Plan
- ☐ Conceptual Plat
- ☑ Preliminary Plat P&Z and Council
- ☐ Modified Subdivision
- ☒ Preliminary Plat
- ☐ Final Plat- Council

Project Name: The Estates at Pine Canyon - Pine Bluff	**Site Address** 2080 East Del Rae Drive		**Parcel Number** 105-10-183A
Proposed Use Residential	**Existing Use** Undeveloped	**Subdivision, Tract & Lot Number** The Estates at Pine Canyon, Tract 9	
Zoning District R1	**Regional Plan Category** PAD	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 17.50 acres

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Surrounding Uses (Res, Com, Ind)	North	South	East	West
	Residential/golf	Residential/golf	Residential/golf	Residential/golf

Proposed Use:	Number of Lots	Number of Units	Number of acres per use	Building Square Feet
Residential/golf	26	N/A	1.49	N/A

Please complete a "*Subdivision Review Application*" and provide an initialed "*Application and Information Checklist*" form along with the required number of plans and information as appropriate for a Development Master Plan, Conceptual, Preliminary or Final Plat. **Incomplete submittals will not be scheduled.**

Property Owner Signature: (required)	Date:	Applicant Signature:	Date:
Charlie Pelletier	8/17/20		8/17/20

For City Use

Date Filed: 8/17/20	**Case Number (s)** PZ-19-00099-02	
P & Z Hearing Date: 11/11/20		**Publication and Posting Date:** NA
Council Hearing Date: 12/1/20		**Publication and Posting Date:** NA
Fee Receipt Number: REC-2033203	**Amount:** $9,165.00	**Date:** 9/2/20

Action by Planning and Zoning Commission:	Action By City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

The Estates at Pine Canyon – Pine Bluff

Preliminary Plat Approval Request

City Council| December 1, 2020

Genevieve Pearthree | Planning Development Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

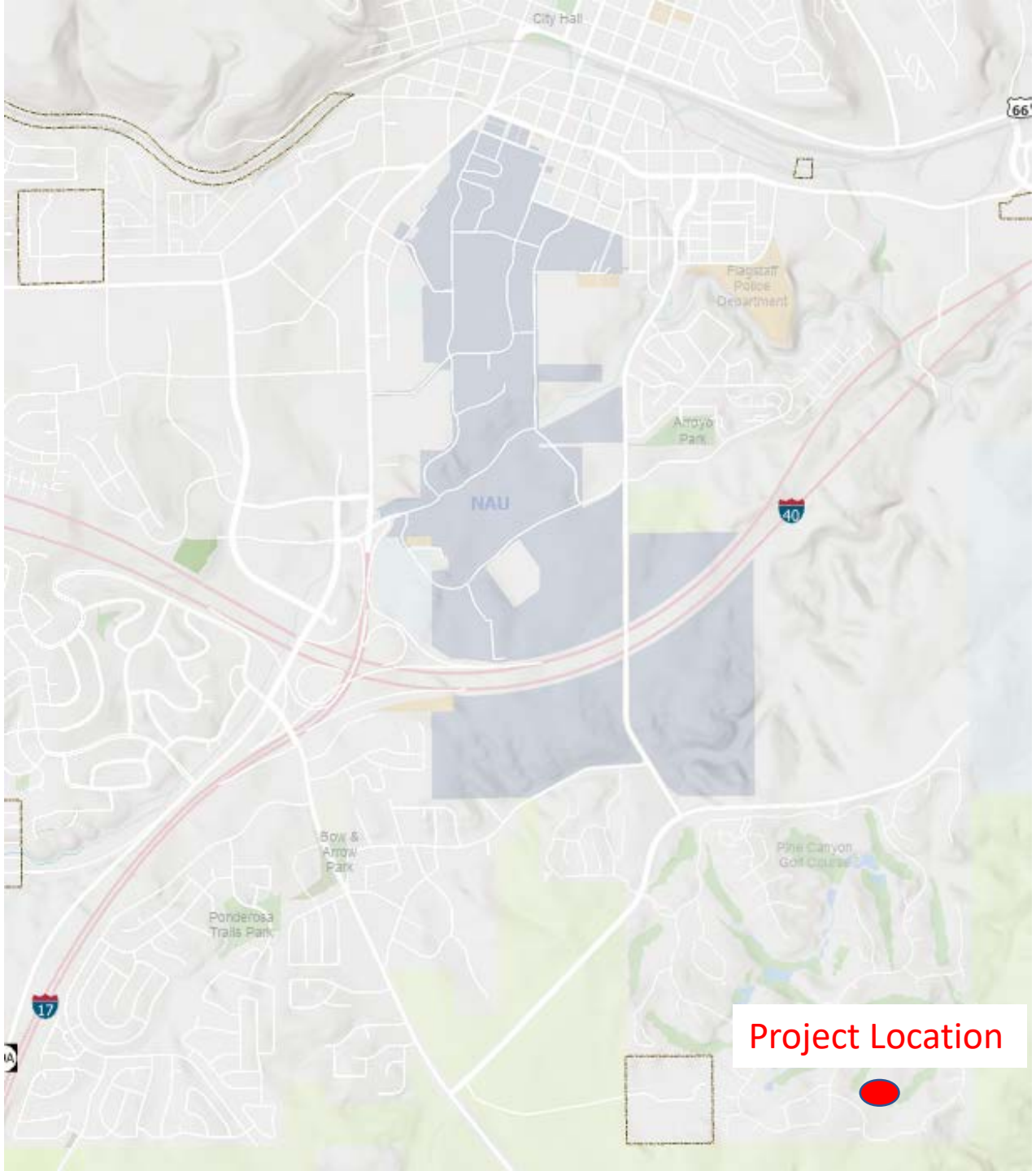
Request Overview

- Request from TLC PC Land Investors, LLC for **Preliminary Plat approval for The Estates at Pine Canyon Pine Bluff** located at 2080 E. Del Rae Dr.
- Single family subdivision with 26 lots on 17.5 acres in the R1 (Single Family Residential) Zone
- On October 8, 2020 Staff approved the Preliminary Plat
- On November 12, 2020 Planning Zoning Commission recommend approval in a 6-1 vote

Vicinity Map

2080 E. Del Rae Dr.

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Pine Bluff Plat

- 17.5 acres in larger 660-acre Pine Canyon Development
  - Currently vacant (one of the last undeveloped tracts)
- R1 Zone (Single Family Residential)
- 26 single family lots
- Resource Protection Overlay
  - Significant slopes and trees require larger lots and unique building envelopes and lot shapes to meet resource protection standards

Pine Bluff Preliminary Plat

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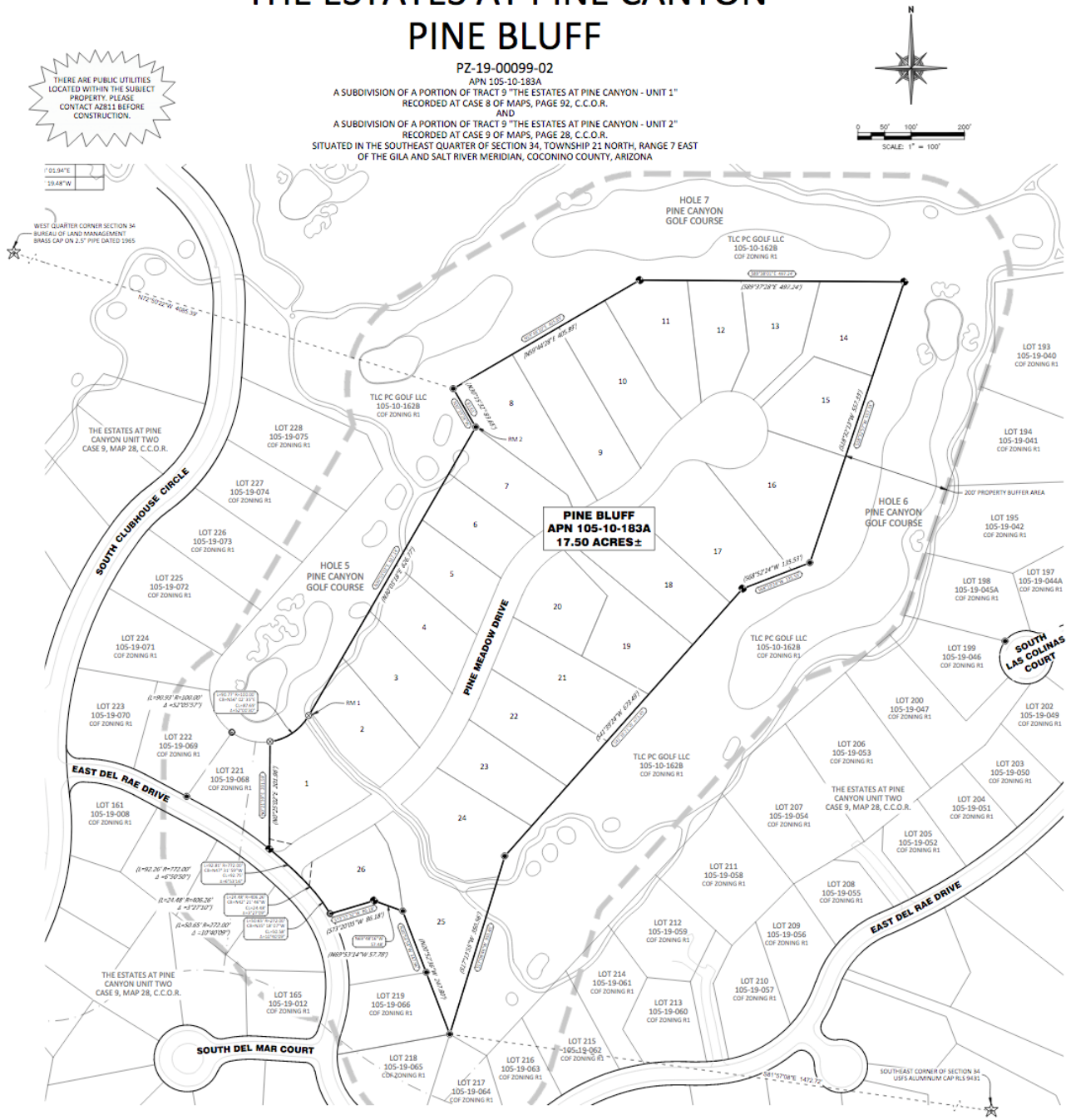
PRELIMINARY PLAT FOR

THE ESTATES AT PINE CANYON
PINE BLUFF

PZ-19-00099-02

APN 105-10-183A

A SUBDIVISION OF A PORTION OF TRACT 9 "THE ESTATES AT PINE CANYON - UNIT 1" RECORDED AT CASE 8 OF MAPS, PAGE 92, C.C.O.R.
AND
A SUBDIVISION OF A PORTION OF TRACT 9 "THE ESTATES AT PINE CANYON - UNIT 2" RECORDED AT CASE 9 OF MAPS, PAGE 28, C.C.O.R.
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



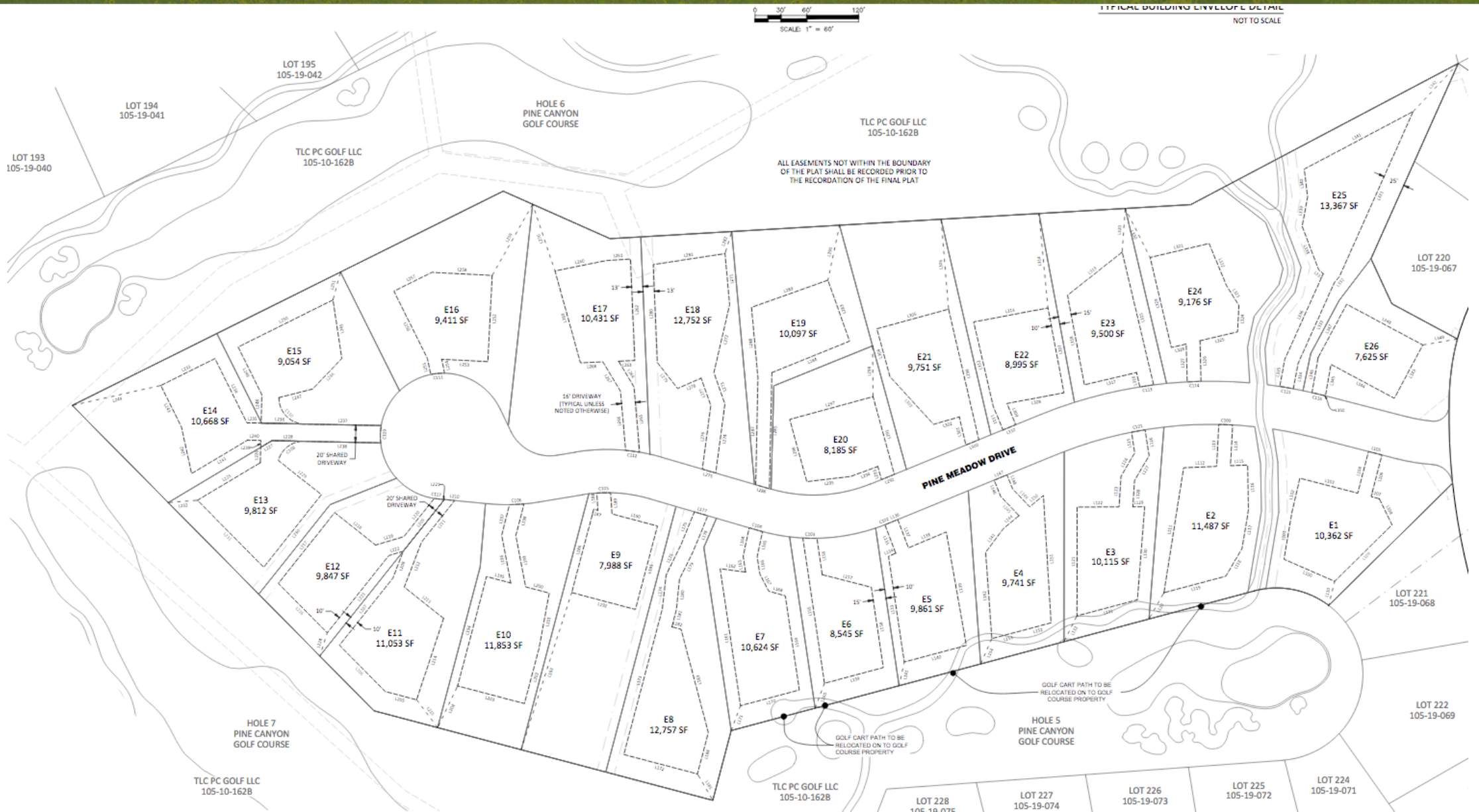
Required Finding #1: Zoning Code (Title 10)

Meets Single Family Residential (R1) Zone Standards

- Density
  - 1.48 units/acre is below R1 range of 2-5 units/acre
  - But, Development Agreement for Pine Canyon requires 26 lots for this tract (26 lots provided)
  - Overall density of Pine Canyon meets R1 density standards
- Lots designed to meet resource protection requirements
  - All lots meet minimum size (6,000 sq. ft.)
  - All but 4 flag lots meet requirements for minimum width and depth at front setback line (15 ft.)
  - Unique building envelopes meet or exceed minimum setbacks

Zoning Code allows City Council to approve alternate lot sizes and setbacks on a final plat

Lots and Building Envelopes



Resource Protection Plan

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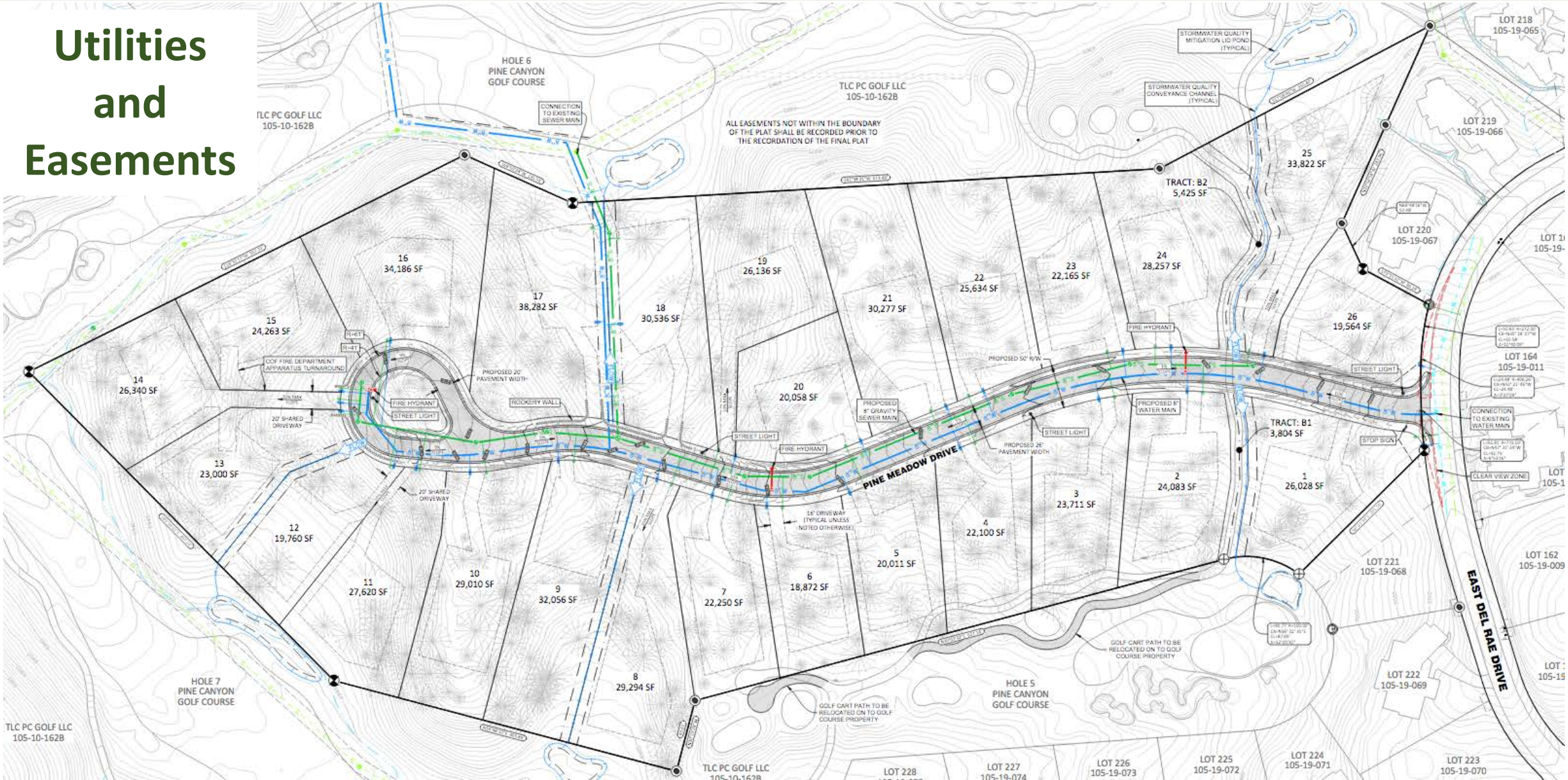
Meets Engineering Standards

- Traffic Impact Analysis approved for Pine Canyon in 2000s
  - Identified street improvements off-site (JWP, Lone Tree)
  - All interior streets are private, maintained by HOA
  - Pine Meadow Drive meets Rural Local Street Section standards
- Water and Wastewater
  - Water Sewer Impact Analysis already completed for Pine Canyon
  - New 8” water and sewer lines
  - All other required improvements already completed
- Stormwater
  - Stormwater analysis already completed for Pine Canyon
  - LID basins proposed on golf course just outside subdivision
  - All other required improvements already complete

Required Finding #2: Engineering Standards (Title 13)

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Utilities and Easements



Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

- Preliminary Plat procedures, application requirements
- Minimum Required Subdivision Improvements
  - Identified in public systems analyses (previous slides)
- Subdivision Standards and Regulations
  - Lot Design
  - Street Design
  - Easement Design
  - Block Design

Findings and Recommendation

Required Findings

- **The City Council shall find the Preliminary Plat meets the requirements of City Code** Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications

Staff Recommendation

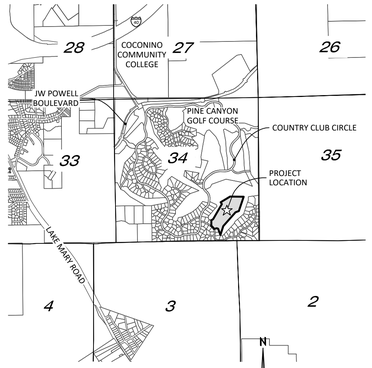
- Staff recommends, based on the required findings and the Planning & Zoning Commission recommendation of approval (6-1 vote), **the City Council approve the Preliminary Plat**

PLOTTED: Oct 13, 2020--8:48am

PRELIMINARY PLAT FOR

THE ESTATES AT PINE CANYON
PINE BLUFF

PZ-19-00099-02
APN 105-10-183A
A SUBDIVISION OF A PORTION OF TRACT 9 "THE ESTATES AT PINE CANYON - UNIT 1"
RECORDED AT CASE 8 OF MAPS, PAGE 92, C.C.O.R.
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SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST
OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA



VICINITY MAP

0 1/4 1/2 1 MI

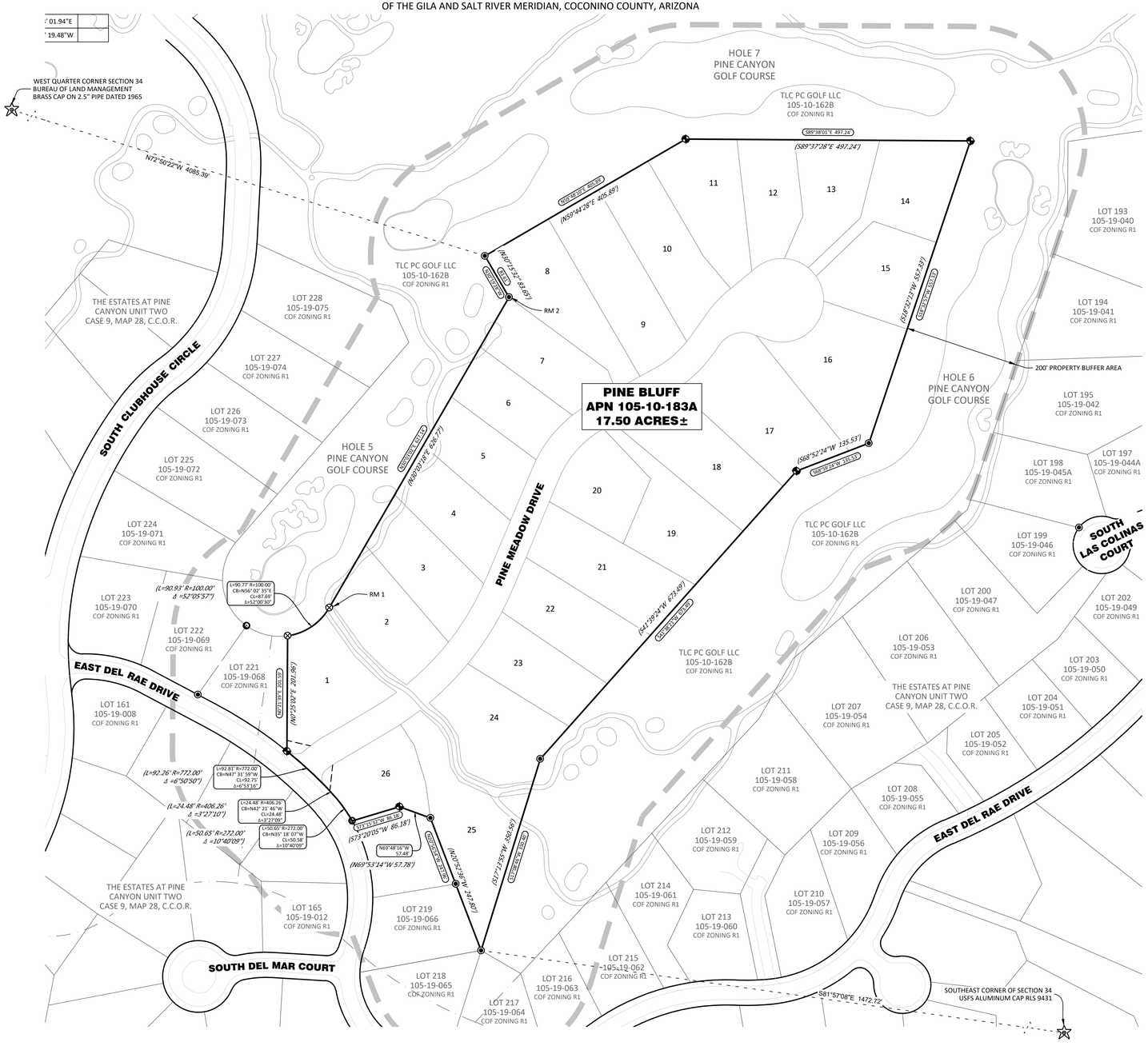
SCALE: 1" = 1/2 MILE

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.

N

0 50' 100' 200'

SCALE: 1" = 100'



LEGEND

☆	FOUND 1/2" REBAR & CAP RLS 23372
◉	FOUND 1/2" REBAR & CAP RLS 23372
⊗	FOUND BOAT SPIKE & WASHER RLS 23372
●	FOUND 1/2" REBAR NO MARKINGS
○	CALCULATED POINT NOTHING FOUND OR SET
◔	TO BE SET 1/2" REBAR WITH MARKINGS RLS 33861
S45°45'45"W 45.00'	PROPOSED LOT DATA BASED ON CALCULATIONS
S73°15'32"W 86.18'	PARENT PARCEL DATA BASED ON FIELD SURVEY
(S55°55'55"W 50.00')R	RECORD DATA; CASE 9 OF MAPS PAGE 28 OF C.C.O.R.
	PROPOSED LOT BOUNDARY
	PLATTED RIGHT OF WAY
	ADJACENT BOUNDARY LINE
	BUILDING ENVELOPES
	BOUNDARY TIE LINES
	EXISTING EASEMENT AS NOTED
	PROPOSED GOLF COURSE EASEMENT
	PROPOSED SHARED DRIVEWAY CROSS ACCESS EASEMENT
	PROPOSED SEWER EASEMENT
	PROPOSED ACCESS EASEMENT
	CLEAR VIEW ZONE (STREET TYPE VI)
S	EXISTING SEWER LINE
W	EXISTING WATER LINE
S	PROPOSED SEWER LINE
W	PROPOSED WATER LINE
	PROPOSED SEWER SERVICE
	PROPOSED WATER SERVICE
7000	EXISTING INDEX CONTOUR
	INTERMEDIATE CONTOUR
7000	PROPOSED INDEX CONTOUR
	PROPOSED INTERMEDIATE CONTOUR
	PROPOSED PAVEMENT LINE
	PROPOSED DRAINAGE SWALE
	PROPOSED ROCV/DETENTION POND

UTILITY COMPANY APPROVALS

ARIZONA PUBLIC SERVICE COMPANY	DATE
UNISOURCE ENERGY SERVICES	DATE
CENTURYLINK	DATE
SPARKLIGHT	DATE

PROJECT WATER INFORMATION

1. THE CITY OF FLAGSTAFF PROVIDES WATER [UTILITY] SERVICE PURSUANT TO STATE LAW, AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION NO. 41-900002.0002.

PROJECT INFORMATION

CLIENT:
TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD SUITE 335
SCOTTSDALE, ARIZONA 85253
(928) 830-0866

ENGINEER / SURVEYOR:
GRANITE BASIN ENGINEERING, INC.
1981 COMMERCE CENTER CIRCLE, SUITE B
PRESCOTT, ARIZONA 86301
(928) 717-0171

SITE DATA:
ASSESSOR PARCEL NUMBER(S)
105-10-183A (17.5 AC.±)
2080 EAST DEL RAE DRIVE

ZONING NOTE:
CITY OF FLAGSTAFF ZONING INFORMATION
R1; SINGLE FAMILY RESIDENTIAL
(SEE BUILDING ENVELOPE DATA, SHEETS 5 & 6)

DISTURBANCE LIMITATION NOTE:
DISTURBANCE IS LIMITED TO THE AREAS INSIDE THE BUILDING ENVELOPE IDENTIFIED ON EACH LOT.

FLOODPLAIN NOTE:
THIS PROJECT IS LOCATED ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 04005C6817G AND 04005C6819G BOTH DATED SEPTEMBER 3, 2010 AND THE PARCEL IS DELINEATED ZONE "X" AND IS DESIGNATED AS AN AREA OF MINIMAL FLOOD HAZARD.

SEWAGE DISPOSAL:
CITY OF FLAGSTAFF

WATER PROVIDER:
CITY OF FLAGSTAFF

FIRE PROTECTION:
CITY OF FLAGSTAFF FIRE DEPARTMENT

SCHOOL DISTRICT:
FLAGSTAFF UNIFIED SCHOOL DISTRICT #1

SHEET INDEX

1	SITE OVERVIEW
2	EXISTING CONDITIONS
3	PROPOSED CONDITIONS
4	LOTTING PLAN
5	BUILDING ENVELOPES PLAN
6	BUILDING ENVELOPE GEOMETRIC TABLES
7	NATURAL RESOURCE PROTECTION PLAN & TREE SURVEY
8	FOREST RESOURCE DATA

BASIS OF BEARINGS & BENCHMARKS

THE BASIS OF BEARING FOR THIS PROJECT IS N30°03'02"E A DISTANCE OF 627.14 FEET ALONG THE NORTHWEST LINE OF THE SUBJECT PARCEL BETWEEN A SURVEY NAIL AND TAG RLS 23372 AT THE WESTERN "PT" AND A 1/2" REBAR AND CAP RLS 23372 AS A WESTERN ANGLE POINT.

REFERENCE MARK	NORTHING	EASTING	ELEVATION(29)
RM 1	37032.86	35330.44	6990.37
RM 2	37575.70	35644.49	6971.52

THE COORDINATE SYSTEM FOR THIS PROJECT IS THE CITY OF FLAGSTAFF LOCAL COORDINATE SYSTEM MODIFIED FROM ARIZONA STATE PLANE CENTRAL ZONE.

SURVEYOR'S CERTIFICATE:

I, THOMAS A. LIUZZO, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 33861 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF ARIZONA, I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT FROM THE ORIGINAL FIELD NOTES MADE DURING A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE LAND SURVEYED AND WAS PERFORMED IN ACCORDANCE WITH THE ARIZONA MINIMUM STANDARDS FOR LAND SURVEY EFFECTIVE FEBRUARY 2002.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33861
THOMAS A. LIUZZO
Date Signed
ARIZONA, USA
Expires 6/30/23

Registered Professional Engineer (Civil)
CERTIFICATE NO.
37846
DAVIN M. BENNER
Date Signed
ARIZONA, USA
Expires 9/30/20

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS

NUM.	DESCRIPTION	DATE	BY

☐ FOR REVIEW ONLY ☐ FOR BID ONLY ☒ FOR APPROVAL ONLY ☐ FOR RECORDING ONLY ☐ FOR CONSTRUCTION ONLY ☐ FOR AS-BUILT ONLY

GRANITE BASIN ENGINEERING, INC.
CIVIL ENGINEERING • LAND SURVEYING • PLANNING
1981 COMMERCE CENTER CIRCLE, SUITE B, PRESCOTT, ARIZONA 86301
PH (928) 717-0171 FAX (928) 717-0181
WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD SUITE 335
SCOTTSDALE, ARIZONA 85253

PRELIMINARY PLAT FOR
THE ESTATES AT PINE CANYON - PINE BLUFF
SITE OVERVIEW

PRELIMINARY FOR REVIEW AND COMMENT

JOB: 19010
DATE: 8/17/2020
SCALE: AS SHOWN
FIELD: DP
DRAWN: TL/TS
CHECKED: TL

1

SHEET 1 OF 8

FILE: Z:\Projects\PINE CANYON\PROJECTS\19010 PC Tract 9\DWG\PLAT\19010 PRELIMINARY PLAT S1.dwg <<C3D_Imperial>>

PLOTTED: Oct 13, 2020--8:48am

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.

EAST DEL RAE DRIVE

SOUTH LAS COLINAS COURT

LOT 199 105-19-046

LOT 200 105-19-047

LOT 206 105-19-053

LOT 207 105-19-054

LOT 211 105-19-058

LOT 212 105-19-059

LOT 214 105-19-061

LOT 215 105-19-062

LOT 216 105-19-063

LOT 217 105-19-064

LOT 198 105-19-045A

LOT 195 105-19-042

LOT 194 105-19-041

LOT 193 105-19-040

16' PUBLIC UTILITY EASEMENT CASE 8 OF MAPS, PAGE 92, C.C.O.R.

8' DRAINAGE EASEMENT CASE 9 OF MAPS, PAGE 28, C.C.O.R.

16' PUBLIC UTILITY EASEMENT CASE 9 OF MAPS, PAGE 28, C.C.O.R.

HOLE 6 PINE CANYON GOLF COURSE

TLC PC GOLF LLC 105-10-162B

LOT 218 105-19-065

LOT 219 105-19-066

LOT 220 105-19-067

LOT 165 105-19-012

LOT 164 105-19-011

LOT 163 105-19-010

LOT 162 105-19-009

LOT 161 105-19-008

LOT 221 105-19-068

LOT 222 105-19-069

LOT 223 105-19-070

LOT 224 105-19-071

LOT 225 105-19-072

LOT 226 105-19-073

LOT 227 105-19-074

LOT 228 105-19-075

(S17°13'55"W 350.56')

(N28°52'59"W 321.89')

(S41°39'24"W 673.49')

(S68°52'24"W 135.53')

(S18°32'13"W 557.33')

(N89°57'59"W 57.78')

(S72°20'05"W 86.18')

(L=50.65' R=272.00' Δ =10°40'05")

(L=24.48' R=406.26' Δ =3°27'10")

(L=92.26' R=772.00' Δ =6°50'50")

EXISTING GOLF CART PATH

(N0°37'28"E 497.24')

(L=90.93' R=100.00' Δ =52°05'57")

(N0°25'07"E 201.96')

(N30°03'18"E 626.77')

(N59°44'28"E 405.89')

(N89°15'52"E 85.67')

24' PUBLIC UTILITY EASEMENT CASE 8 OF MAPS, PAGE 92, C.C.O.R.

44' RIGHT OF WAY CASE 9 OF MAPS, PAGE 28, C.C.O.R.

EAST DEL RAE DRIVE

HOLE 7 PINE CANYON GOLF COURSE

HOLE 5 PINE CANYON GOLF COURSE

PINE BLUFF
APN 105-10-183A
17.50 ACRES±

FLOW

0 30' 60' 120'

SCALE: 1" = 60'

LEGEND

PONDEROSA

JUNIPER

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
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CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTANTS
191 COMMERCE CENTER DRIVE, SUITE 210, PRESCOTT, ARIZONA 86301
PH (928) 237-0171 FAX (928) 237-0181
WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
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SCOTTSDALE, ARIZONA 85253

PRELIMINARY PLAT FOR
THE ESTATES AT PINE CANYON - PINE BLUFF
EXISTING CONDITIONS

PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19010
DATE:	8/17/2020
SCALE:	AS SHOWN
FIELD:	DP
DRAWN:	TL/TS
CHECKED:	TL

2

SHEET 2 OF 8

FILE: Z:\Projects\PINE CANYON\PROJECTS\19010 PC Tract 9\DWG\PPLAT\19010 PRELIMINARY PLAT S2.dwg <<C3D_Imperial>>

PLOTTED: Oct 13, 2020 - 9:29am

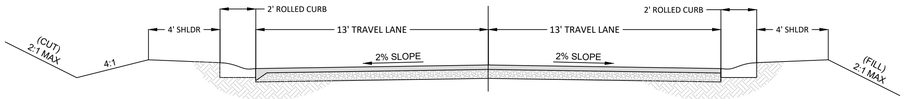
RAW EARTHWORK
EXCAVATION (CUT) ≈ 3,300 CY
EMBANKMENT (FILL) ≈ 2,300 CY

EARTHWORK ASSUMPTIONS

1. EARTHWORK SHALL FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.
2. EXCAVATION FOR PAVEMENT SECTION ASSUMED TO BE 9" BELOW FINAL GRADE.
3. CONTRACTOR SHALL OBTAIN SEPARATE GRADING PERMIT FOR SURPLUS MATERIAL PLACED OFF-SITE IN CONFORMANCE WITH THE CITY OF FLAGSTAFF REQUIREMENTS.

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.

0 30' 60' 120'
SCALE: 1" = 60'



FLAGSTAFF SD 10-09-047 RURAL LOCAL STREET SECTION

-RURAL LOCAL STREET SECTION MODIFIED WITH ROLLED CURB & 4' SHOULDERS
-CUL-DE-SAC PER FLAGSTAFF SD 10-04-011 RURAL CUL-DE-SAC

SCALE: 1" = 4'

EAST DEL RAE DRIVE
SOUTH LAS COLINAS COURT
CONNECTION TO EXISTING WATER MAIN
LOT 199 105-19-046
LOT 200 105-19-047
LOT 206 105-19-053
LOT 207 105-19-054
LOT 211 105-19-058
LOT 212 105-19-059
LOT 214 105-19-061
LOT 215 105-19-062
LOT 216 105-19-063
LOT 217 105-19-064
LOT 218 105-19-065
LOT 219 105-19-066
LOT 220 105-19-067
LOT 165 105-19-012
LOT 164 105-19-011
LOT 163 105-19-010
LOT 162 105-19-009
LOT 161 105-19-008
LOT 198 105-19-045A
LOT 195 105-19-042
LOT 194 105-19-041
LOT 193 105-19-040
HOLE 6 PINE CANYON GOLF COURSE
TLC PC GOLF LLC 105-10-162B
CONNECTION TO EXISTING SEWER MAIN
ALL EASEMENTS NOT WITHIN THE BOUNDARY OF THE PLAT SHALL BE RECORDED PRIOR TO THE RECORDATION OF THE FINAL PLAT
STORMWATER QUALITY MITIGATION LID POND (TYPICAL)
STORMWATER QUALITY CONVEYANCE CHANNEL (TYPICAL)
S01°56'36"E 380.80'
S41°38'21"W 673.49'
S35°58'24"W 130.33'
N69°48'16"W 57.48'
N33°43'04"E 80.16'
TRACT: B2 5,425 SF
25 33,822 SF
24 28,257 SF
23 22,165 SF
22 25,634 SF
21 30,277 SF
20 20,058 SF
19 26,136 SF
18 30,536 SF
17 38,282 SF
16 34,186 SF
15 24,263 SF
14 26,340 SF
13 23,000 SF
12 19,760 SF
11 27,620 SF
10 29,010 SF
9 32,056 SF
8 29,294 SF
7 22,250 SF
6 18,872 SF
5 20,011 SF
4 22,100 SF
3 23,711 SF
2 24,083 SF
1 26,028 SF
26 19,564 SF
TRACT: B1 3,804 SF
R=61'
R=41'
COF FIRE DEPARTMENT APPARATUS TURNAROUND
PROPOSED 20' PAVEMENT WIDTH
FIRE HYDRANT
STREET LIGHT
ROCKERY WALL
20' SHARED DRIVEWAY
10% Max SLOPE
3% SLOPE
10% SLOPE
PROPOSED 50' R/W
PROPOSED 8" GRAVITY SEWER MAIN
PROPOSED 8" WATER MAIN
PROPOSED 26' PAVEMENT WIDTH
16' DRIVEWAY (TYPICAL UNLESS NOTED OTHERWISE)
PINE MEADOW DRIVE
STOP SIGN
CLEAR VIEW ZONE
CONNECTION TO EXISTING WATER MAIN
L=50.63' R=272.00' CB=N35° 18' 07"W CL=50.58' Δ=10°40'09"
L=24.48' R=406.26' CB=N42° 21' 46"W CL=24.48' Δ=3°27'09"
L=92.81' R=772.00' CB=N47° 31' 59"W CL=92.75' Δ=6°53'16"
L=90.77' R=100.00' CB=N56° 02' 35"E CL=87.69' Δ=52°00'30"
GOLF CART PATH TO BE RELOCATED ON TO GOLF COURSE PROPERTY
N50°03'04"E 937.14'
S45°48'57"E 405.89'
HOLE 7 PINE CANYON GOLF COURSE
HOLE 5 PINE CANYON GOLF COURSE
TLC PC GOLF LLC 105-10-162B
LOT 221 105-19-068
LOT 222 105-19-069
LOT 223 105-19-070
LOT 224 105-19-071
LOT 225 105-19-072
LOT 226 105-19-073
LOT 227 105-19-074
LOT 228 105-19-075
EAST DEL RAE DRIVE

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

REVISIONS

NUM.	DESCRIPTION	DATE	BY

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GRANITE BASIN ENGINEERING, INC.
CIVIL DEVELOPMENT CONSULTANTS
1501 COMMERCE CENTER BLVD. | FORT MOHAVE, ARIZONA 86426
PH (928) 219-0171 | FX (928) 219-0181
WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD SUITE 335
SCOTTSDALE, ARIZONA 85253

PRELIMINARY PLAT FOR
THE ESTATES AT PINE CANYON - PINE BLUFF
PROPOSED CONDITIONS

PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19010
DATE:	8/17/2020
SCALE:	AS SHOWN
FIELD:	DP
DRAWN:	TL/TS
CHECKED:	TL

3
SHEET 3 OF 8

FILE: Z:\Projects\PINE CANYON\PROJECTS\19010 PC Tract 9\DWG\PPLAT\19010 PRELIMINARY PLAT S3.dwg <<C3D_Imperial>>

PLOTTED: Oct 13, 2020--8:56am

FILE: Z:\Projects\PINE CANYON\PROJECTS\19010 PC Tract 9\DWG\PLAT\19010 PRELIMINARY PLAT S4.dwg <<C3D_Imperial>>

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.

PRELIMINARY PLAT FOR

THE ESTATES AT PINE CANYON
PINE BLUFF

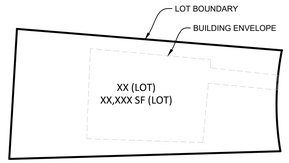
PZ-19-00099-02

APN 105-10-183A

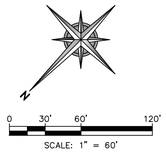
A SUBDIVISION OF A PORTION OF TRACT 9 "THE ESTATES AT PINE CANYON - UNIT 1" RECORDED AT CASE 8 OF MAPS, PAGE 92, C.C.O.R.
AND
A SUBDIVISION OF A PORTION OF TRACT 9 "THE ESTATES AT PINE CANYON - UNIT 2" RECORDED AT CASE 9 OF MAPS, PAGE 28, C.C.O.R.
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

CURVE DATA					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	59.20	200.00	16.96	N50° 57' 50"E	58.99
C2	320.21	500.00	36.69	N41° 05' 50"E	314.77
C3	134.42	200.00	38.51	N42° 00' 18"E	131.91
C4	90.00	200.00	25.78	N48° 22' 07"E	89.24
C5	89.37	125.00	40.96	N55° 57' 34"E	87.48
C6	3.49	772.00	0.26	N44° 13' 07"W	3.49
C7	31.29	18.00	99.59	N6° 08' 54"E	27.50
C9	13.64	100.00	7.82	N33° 56' 51"E	13.63
C10	14.12	225.00	3.59	S24° 32' 52"W	14.12
C11	100.95	225.00	25.71	S39° 11' 57"W	100.11
C12	36.15	225.00	9.21	S56° 39' 23"W	36.12
C13	71.04	175.00	23.26	S49° 37' 48"W	70.56
C14	7.70	175.00	2.52	S36° 44' 20"W	7.70

CURVE DATA					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C15	58.93	225.00	15.01	S42° 58' 51"W	58.76
C16	54.29	73.00	42.61	S71° 47' 22"W	53.05
C17	45.57	73.00	35.77	N69° 01' 13"W	44.84
C18	20.06	73.00	15.75	N43° 15' 42"W	20.00
C19	46.46	73.00	36.46	N17° 09' 20"W	45.68



TYPICAL LOT DETAIL
NOT TO SCALE



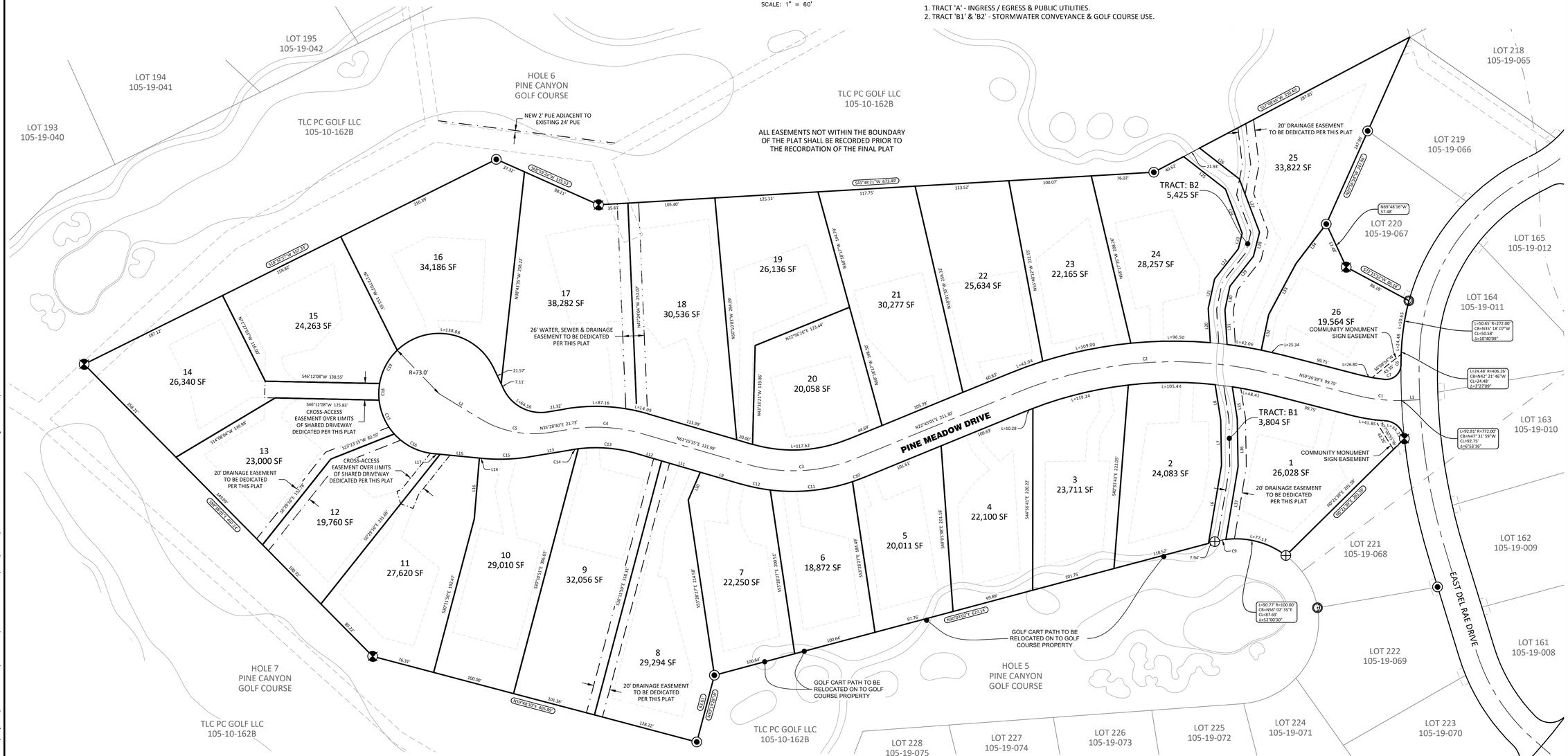
LINE DATA		
LINE #	LENGTH	BEARING
L1	18.05	N42° 29' 00.14"E
L2	57.98	N76° 26' 29.10"E
L6	95.91	N35° 31' 36.42"W
L7	54.60	N45° 59' 42.90"W
L8	43.62	N53° 52' 18.01"W
L9	51.43	S61° 15' 35.04"W
L10	36.75	S21° 38' 30.75"E
L11	48.72	S61° 15' 35.04"W
L12	31.84	S61° 15' 35.04"W
L13	50.53	S35° 28' 39.58"W
L14	3.63	S50° 29' 03.29"W
L15	47.72	S50° 29' 03.29"W
L16	73.89	S40° 13' 40.60"E
L17	8.26	S50° 29' 03.29"W
L20	41.46	N48° 31' 54.90"W
L21	36.52	N33° 07' 37.01"W
L22	46.51	N6° 43' 51.13"W

LINE DATA		
LINE #	LENGTH	BEARING
L23	19.56	N30° 57' 44.82"W
L24	57.02	N65° 47' 06.10"W
L25	64.31	S82° 56' 29.64"W
L26	60.92	N82° 56' 29.64"E
L27	68.89	S65° 47' 06.10"E
L28	30.12	S30° 57' 44.82"E
L29	46.11	S6° 43' 51.13"E
L30	29.13	S33° 07' 37.01"E
L31	42.11	S48° 31' 54.90"E
L32	43.86	N33° 19' 16.24"W
L33	70.00	N16° 51' 10.95"W
L34	60.55	N7° 32' 17.24"W
L35	39.18	S53° 52' 18.01"E
L36	57.81	S45° 59' 42.90"E
L37	89.67	S35° 31' 36.42"E

TRACT USES:

1. TRACT 'A' - INGRESS / EGRESS & PUBLIC UTILITIES.
2. TRACT 'B1' & 'B2' - STORMWATER CONVEYANCE & GOLF COURSE USE.

ALL EASEMENTS NOT WITHIN THE BOUNDARY OF THE PLAT SHALL BE RECORDED PRIOR TO THE RECORDATION OF THE FINAL PLAT



Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
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In Maricopa County: (602) 263-1100

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CIVIL ENGINEERING • LAND PLANNING • SURVEYING
198 COMMERCE CENTER DRIVE, SUITE 201, PRESCOTT, ARIZONA 86301
PH: (928) 237-0171 FAX: (928) 237-0181
WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD SUITE 335
SCOTTSDALE, ARIZONA 85253

PRELIMINARY PLAT FOR
THE ESTATES AT PINE CANYON - PINE BLUFF
LOTTING PLAN

PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19010
DATE:	8/17/2020
SCALE:	AS SHOWN
FIELD:	DP
DRAWN:	TL/TS
CHECKED:	TL

4

SHEET 4 OF 8

PLOTTED: Oct 13, 2020--8:57am

PRELIMINARY PLAT FOR

THE ESTATES AT PINE CANYON
PINE BLUFF

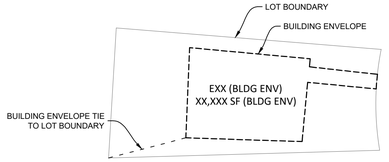
PZ-19-00099-02

APN 105-10-183A

A SUBDIVISION OF A PORTION OF TRACT 9 "THE ESTATES AT PINE CANYON - UNIT 1"
RECORDED AT CASE 8 OF MAPS, PAGE 92, C.C.O.R.
AND
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SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 7 EAST
OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA

THERE ARE PUBLIC UTILITIES LOCATED WITHIN THE SUBJECT PROPERTY. PLEASE CONTACT AZ811 BEFORE CONSTRUCTION.

0 30' 60' 120'
SCALE: 1" = 60'



TYPICAL BUILDING ENVELOPE DETAIL
NOT TO SCALE

ALL EASEMENTS NOT WITHIN THE BOUNDARY OF THE PLAT SHALL BE RECORDED PRIOR TO THE RECORDATION OF THE FINAL PLAT

LOT 195 105-19-042
LOT 194 105-19-041
LOT 193 105-19-040
HOLE 6 PINE CANYON GOLF COURSE
TLC PC GOLF LLC 105-10-162B
HOLE 7 PINE CANYON GOLF COURSE
HOLE 5 PINE CANYON GOLF COURSE
LOT 218 105-19-065
LOT 219 105-19-066
LOT 220 105-19-067
LOT 165 105-19-012
LOT 164 105-19-011
LOT 163 105-19-010
LOT 162 105-19-009
LOT 161 105-19-008
LOT 221 105-19-068
LOT 222 105-19-069
LOT 223 105-19-070
LOT 224 105-19-071
LOT 225 105-19-072
LOT 226 105-19-073
LOT 227 105-19-074
LOT 228 105-19-075

E1 10,362 SF
E2 11,487 SF
E3 10,115 SF
E4 9,741 SF
E5 9,861 SF
E6 8,545 SF
E7 10,624 SF
E8 12,757 SF
E9 7,988 SF
E10 11,853 SF
E11 11,053 SF
E12 9,847 SF
E13 9,812 SF
E14 10,668 SF
E15 9,054 SF
E16 9,411 SF
E17 10,431 SF
E18 12,752 SF
E19 10,097 SF
E20 8,185 SF
E21 9,751 SF
E22 8,995 SF
E23 9,500 SF
E24 9,176 SF
E25 13,367 SF
E26 7,625 SF

PINE MEADOW DRIVE
EAST DEL RAE DRIVE
20' SHARED DRIVEWAY
16' DRIVEWAY (TYPICAL UNLESS NOTED OTHERWISE)
GOLF CART PATH TO BE RELOCATED ON TO GOLF COURSE PROPERTY

Call at least two full working days before you begin excavation
ARIZONA 811 Arizona Blue Stake, Inc.
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PH: (928) 237-1171 FAX: (928) 237-1181
WWW.GRANITEBASINENGINEERING.COM

TLC PC LAND INVESTORS, LLC
8601 NORTH SCOTTSDALE ROAD SUITE 335
SCOTTSDALE, ARIZONA 85253

PRELIMINARY PLAT FOR
THE ESTATES AT PINE CANYON - PINE BLUFF
BUILDING ENVELOPES PLAN

PRELIMINARY FOR REVIEW AND COMMENT

JOB:	19010
DATE:	8/17/2020
SCALE:	AS SHOWN
FIELD:	DP
DRAWN:	TL/TS
CHECKED:	TL

5

SHEET 5 OF 8

FILE: Z:\Projects\PINE CANYON\PROJECTS\19010 PC Tract 9\DWG\PPLAT\19010 PRELIMINARY PLAT S5.dwg <<3D_Imperial>>

PLOTTED: Oct 13, 2020 - 8:58am

LOT 1 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L110	28.69	N31° 09' 31.51"W	
L100	63.99	N68° 33' 11.11"E	
L101	54.05	S35° 31' 36.42"E	
L102	41.69	S31° 52' 52.00"E	
L103	69.20	S59° 26' 46.13"W	
L104	49.83	S30° 33' 13.87"E	
L105	16.00	S59° 26' 46.13"W	
L106	49.83	N30° 33' 13.87"W	
L107	9.82	S59° 26' 46.13"W	
L108	33.61	N70° 49' 47.00"W	
L109	93.26	N0° 21' 38.56"E	

LOT 2 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L120	35.16	N15° 16' 23.77"W	
L111	146.54	S36° 03' 14.45"E	
L112	38.23	S42° 32' 23.67"W	
L113	48.61	S42° 00' 54.69"E	
C100	16.00	1.93	475.00
L114	47.35	N42° 00' 54.69"W	
L115	19.91	S42° 32' 23.67"W	
L116	52.19	N45° 59' 42.90"W	
L117	45.11	N35° 31' 36.42"W	
L118	37.21	N14° 42' 18.83"W	
L119	74.15	N30° 03' 01.94"E	

LOT 3 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L121	126.13	S44° 56' 41.00"E	
L122	48.58	S44° 42' 54.49"W	
L123	35.37	S41° 24' 16.04"E	
L124	31.48	S14° 40' 02.07"E	
L125	24.28	S53° 43' 46.70"E	
C101	16.01	1.93	475.00
L126	30.38	N53° 43' 46.70"W	
L127	33.35	N14° 40' 02.07"W	
L128	30.48	N41° 24' 16.04"W	
L129	13.67	S44° 42' 54.49"W	
L130	108.17	N40° 31' 43.45"W	
L131	72.43	N30° 03' 01.94"E	
L132	33.45	N18° 18' 19.48"W	

LOT 4 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L133	123.86	S53° 28' 26.86"E	
L134	9.00	S22° 10' 36.65"W	
L135	35.22	S65° 37' 06.77"E	
C102	2.57	0.65	225.00
L136	13.44	S22° 45' 01.27"W	
L137	35.05	N65° 37' 06.77"W	
L138	47.53	S22° 10' 36.65"W	
L139	133.50	N55° 01' 43.51"W	
L140	74.38	N30° 03' 01.94"E	
L141	28.13	N32° 39' 09.59"W	

LOT 5 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L142	100.23	S49° 05' 38.26"E	
L143	34.35	S8° 14' 54.01"E	
L144	23.47	S5° 21' 17.27"W	
L145	30.83	S88° 29' 33.64"E	
L146	20.23	S66° 49' 01.71"E	
L147	16.00	S22° 45' 01.27"W	
L148	17.29	N66° 49' 01.71"W	
L149	28.84	N88° 29' 33.64"W	
L150	20.66	S5° 21' 17.27"W	
L151	147.84	N48° 26' 15.32"W	
L152	34.13	N30° 03' 01.94"E	
L153	36.86	N30° 03' 01.94"E	
L154	32.06	N21° 11' 44.02"W	

LOT 6 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L155	170.02	S53° 28' 26.86"E	
C103	16.23	4.13	225.00
L156	42.52	N53° 28' 26.86"W	
L157	58.60	S59° 22' 22.74"W	
L158	94.12	N53° 28' 26.86"W	
L159	70.45	N30° 03' 01.94"E	
L160	30.77	N24° 17' 44.26"W	

LOT 7 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L161	160.40	S53° 28' 26.86"E	
L162	29.69	S52° 21' 17.41"W	
L163	18.51	S53° 28' 26.86"E	
L164	33.69	S33° 09' 38.99"E	
C104	16.04	0.50	1826.28
L165	29.63	N33° 09' 38.99"W	
L166	20.18	N53° 28' 26.86"W	
L167	22.53	N72° 12' 51.10"W	
L168	19.92	S60° 34' 07.44"W	
L169	110.36	N53° 28' 26.86"W	
L170	70.45	N30° 03' 01.94"E	
L171	30.77	N24° 17' 44.26"W	

LOT 8 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L172	88.16	N59° 48' 10.45"E	
L173	174.77	S30° 11' 49.55"E	
L174	39.11	S38° 45' 26.39"E	
L175	38.94	S18° 47' 43.71"E	
L176	41.48	S22° 50' 25.76"E	
L177	16.09	S61° 15' 35.04"W	
L178	44.56	N22° 50' 25.76"W	
L179	35.79	N18° 42' 18.48"W	
L180	36.00	N39° 05' 43.07"W	
L181	20.28	N30° 11' 49.55"W	
L182	11.00	S59° 48' 10.45"W	
L183	123.72	N59° 46' 02.31"W	
L184	49.62	N30° 19' 28.24"W	
L185	35.39	N75° 15' 38.89"W	

LOT 9 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L186	100.00	S30° 10' 50.95"E	
L187	5.01	S59° 51' 13.27"W	
L188	19.92	S49° 00' 13.87"E	
C105	16.02	5.25	175.00
L189	24.65	N49° 00' 13.87"W	
L190	54.37	S59° 51' 13.27"W	
L191	100.00	N30° 11' 49.55"W	
L192	76.31	N59° 51' 13.27"E	
L193	191.25	N27° 11' 00.70"W	

LOT 10 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L194	131.07	S30° 11' 49.55"E	
L195	29.01	S59° 49' 09.05"W	
L196	56.34	S55° 46' 41.70"E	
L197	36.49	S30° 38' 06.03"E	
C106	16.75	4.27	225.00
L198	37.88	N30° 38' 06.03"W	
L199	60.43	N55° 46' 41.70"W	
L200	28.30	S59° 49' 09.05"W	
L201	65.72	N34° 32' 39.77"W	
L202	65.53	N30° 10' 50.95"W	
L203	80.01	N59° 48' 10.45"E	
L204	53.60	N19° 26' 42.52"W	

LOT 11 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L205	37.68	N59° 48' 10.45"E	
L206	75.32	S89° 38' 01.33"E	
L207	99.40	S6° 29' 10.14"E	
L208	33.29	S23° 57' 59.69"E	
L209	76.56	S6° 29' 10.14"E	
L210	11.93	S50° 29' 03.29"W	
L211	61.55	N6° 29' 10.14"W	
L212	55.84	N23° 57' 59.69"W	
L213	58.23	S83° 30' 49.86"W	
L214	99.34	N26° 40' 36.08"W	
L215	40.45	N82° 01' 05.35"W	

LOT 12 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L216	80.58	S89° 38' 01.33"E	
L217	104.81	S6° 29' 10.14"E	
L218	60.49	S83° 30' 49.86"W	
L219	34.09	S28° 25' 16.99"W	
L220	56.54	S6° 29' 10.14"E	
C117	3.62	2.84	73.00
L221	8.26	S50° 29' 03.29"W	
L222	17.47	N28° 25' 16.99"E	
L223	114.42	N6° 29' 10.14"W	
L224	28.21	N27° 14' 43.73"W	

LOT 13 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L225	84.81	S14° 08' 04.30"W	
L226	17.70	S43° 47' 52.07"E	
C108	39.91	76.23	30.00
L229	63.61	S83° 30' 49.86"W	
L230	107.42	N6° 32' 59.24"W	
L231	109.16	S89° 38' 01.33"E	
L227	15.33	S14° 08' 04.30"W	
L228	37.01	S46° 12' 07.93"W	
L232	33.94	N40° 21' 49.79"E	

LOT 14 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L233	70.00	S18° 32' 57.08"W	
L234	83.14	N71° 27' 02.92"W	
L235	16.47	S46° 12' 07.93"W	
L236	50.00	S46° 12' 07.93"W	
L237	89.01	S46° 12' 07.93"W	
C109	20.06	15.75	73.00
L238	88.82	N46° 12' 07.93"E	
L239	8.14	S43° 47' 52.07"E	
L240	15.26	N46° 12' 07.93"E	
L241	75.61	N14° 08' 04.30"E	
L242	55.23	S57° 12' 11.51"E	
L243	53.71	S71° 27' 02.92"E	
L244	105.14	N32° 18' 17.93"E	

LOT 15 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L245	68.70	N53° 29' 08.60"W	
L246	48.87	N1° 20' 09.63"W	
L247	40.23	N30° 42' 53.06"E	
C110	47.12	90.00	30.00
L248	33.20	S43° 47' 52.07"E	
L249	61.38	S71° 27' 02.92"E	
L250	122.70	S18° 32' 57.08"W	
L251	33.38	S29° 57' 02.77"E	

LOT 16 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L252	100.00	N42° 07' 41.51"W	
L253	53.48	N47° 52' 18.49"E	
L254	16.41	N56° 32' 55.64"W	
C111	16.13	12.66	73.00
L255	18.75	S56° 32' 55.64"E	
L256	87.19	S71° 27' 02.92"E	
L257	48.97	S18° 32' 57.08"W	
L258	70.00	S47° 52' 18.49"W	
L259	94.80	S15° 23' 52.26"E	

LOT 17 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L260	60.43	S33° 31' 10.25"W	
L261	28.28	S41° 24' 49.25"W	
L262	117.70	N47° 24' 03.66"W	
L263	18.69	N42° 35' 56.34"E	
L264	34.62	N75° 53' 29.30"W	
L265	76.06	N49° 57' 18.89"W	
C112	16.39	4.17	225.00
L266	68.84	S49° 57' 18.89"E	
L267	39.62	S75° 53' 29.30"E	
L268	26.06	N42° 35' 56.34"E	
L269	110.45	S60° 28' 30.03"E	
L270	81.50	S63° 31' 59.70"E	

LOT 18 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L271	59.42	N50° 10' 02.89"W	
L272	80.80	N31° 58' 01.52"W	
L273	38.51	N64° 22' 24.43"W	
L274	80.77	N37° 26' 06.78"W	
L275	16.19	N61° 15' 35.04"E	
L276	74.49	S37° 26' 06.78"E	
L277	33.49	S64° 22' 24.43"E	
L278	29.82	N21° 22' 34.22"E	
L279	38.20	S82° 56' 08.63"E	
L280	113.50	S47° 24' 03.66"E	
L281	84.10	S36° 16' 45.04"W	
L282	26.64	S28° 07' 26.68"E	

LOT 19 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L283	74.91	N64° 35' 07.13"W	
L284	97.10	N22° 56' 25.97"E	
L285	134.59	N43° 46' 42.88"W	
L286	16.57	N61° 15' 35.04"E	
L287	123.41	S43° 46' 42.88"E	
L288	82.45	S50° 10' 02.89"E	
L289	93.88	S25° 24' 52.87"W	
L290	65.06	S33° 04' 28.22"E	

LOT 20 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L291	93.33	N60° 18' 17.27"W	
L292	16.12	N22° 45' 01.27"E	
L293	15.74	S60° 18' 17.27"E	
L294	33.85	N24° 59' 13.86"E	
L295	50.84	N38° 19' 38.85"E	
L296	74.69	S60° 18' 17.27"E	
L297	100.00	S29° 41' 42.73"W	
L298	58.93	S45° 33' 34.21"E	

LOT 21 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L299	155.36	N58° 01' 33.08"W	
L300	16.21	N22° 45' 01.27"E	
L301	33.51	S57° 59' 25.59"E	
L302	31.11	N28° 58' 11.06"E	
L303	74.88	S87° 23' 00.89"E	
L304	57.44	S60° 18' 17.27"E	
L305	86.11	S29° 41' 42.73"W	
L306	104.49	S49° 46' 19.07"E	

LOT 22 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L307	100.00	N55° 40' 12.49"W	
L308	67.05	N34° 19' 47.51"E	
L309	26.57	N67° 14' 58.73"W	
L310	16.00	N22° 45' 01.27"E	
L311	29.85	S67° 14' 58.73"E	
L312	100.08	S58° 01' 33.08"E	
L313	87.50	S34° 19' 47.51"W	
L314	109.87	S50° 26' 53.68"E	

LOT 23 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L315	158.16	N58° 17' 35.08"W	
C113	16.06	1.75	525.00
L316	17.09	S58° 17' 35.08"E	
L317	61.96	N31° 42' 24.92"E	
L318	105.57	S55° 40' 12.49"E	
L319	80.72	S6° 39' 24.34"W	
L320	50.59	S41° 02' 45.78"E	

LOT 24 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L321	70.16	S31° 42' 24.92"W	
L322	52.90	N67° 29' 11.14"W	
L323	26.91	N77° 09' 03.69"W	
L324	30.75	N42° 06' 56.30"W	
L325	44.70	N31° 42' 24.92"E	
L326	47.05	N46° 26' 44.62"W	
C114	16.00	1.75	525.00
L327	43.90	S46° 26' 44.62"E	
L328	17.69	N31° 42' 24.92"E	
L329	107.22	S58° 17' 35.08"E	
L330	63.60	S71° 56' 08.10"E	

LOT 25 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L331	209.42	N20° 56' 53.81"W	
L332	9.40	N5° 20' 03.48"W	
L333	102.55	N20° 51' 22.74"W	
L334	29.65	N34° 33' 41.20"W	
C115	16.00	1.75	525.00
L335	31.81	S34° 33' 41.20"E	
L336	108.92	S20° 51' 22.74"E	
L337	6.79	N84° 40' 26.69"E	
L338	53.97	S65° 47' 06.10"E	
L339	34.65	S34° 30' 31.55"E	
L340	32.46	S51° 55' 54.19"E	
L341	142.71	S17° 06' 00.58"W	
L342	76.44	S1° 51' 33.88"E	

LOT 26 ENVELOPE			
SEGMENT #	LENGTH	BEARING/DELTA	RADIUS
L343	70.00	N16° 51' 10.95"W	
L344	83.16	N73° 08' 49.05"E	
L345	37.00	N35° 00' 14.34"W	
L350	1.30	N59° 26' 39.08"E	
C116	14.73	1.61	525.00
L346	41.21	S35° 00' 45.31"E	
L347	70.00	S16° 51' 10.95"E	
L348	100.00	S73° 08' 49.05"W	
L349	40.63	S35° 15' 00.36"W	

FILE: Z:\Projects\PINE CANYON\PROJECTS\19010 PC Tract 9\DWG\PPLAT\19010 PRELIMINARY PLAT S6.dwg <<c3D_Imperial>>

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SCOTTSDALE, ARIZONA 85253

PRELIMINARY PLAT FOR
THE ESTATES AT PINE CANYON - PINE BLUFF
BUILDING ENVELOPE GEOMETRIC TABLES

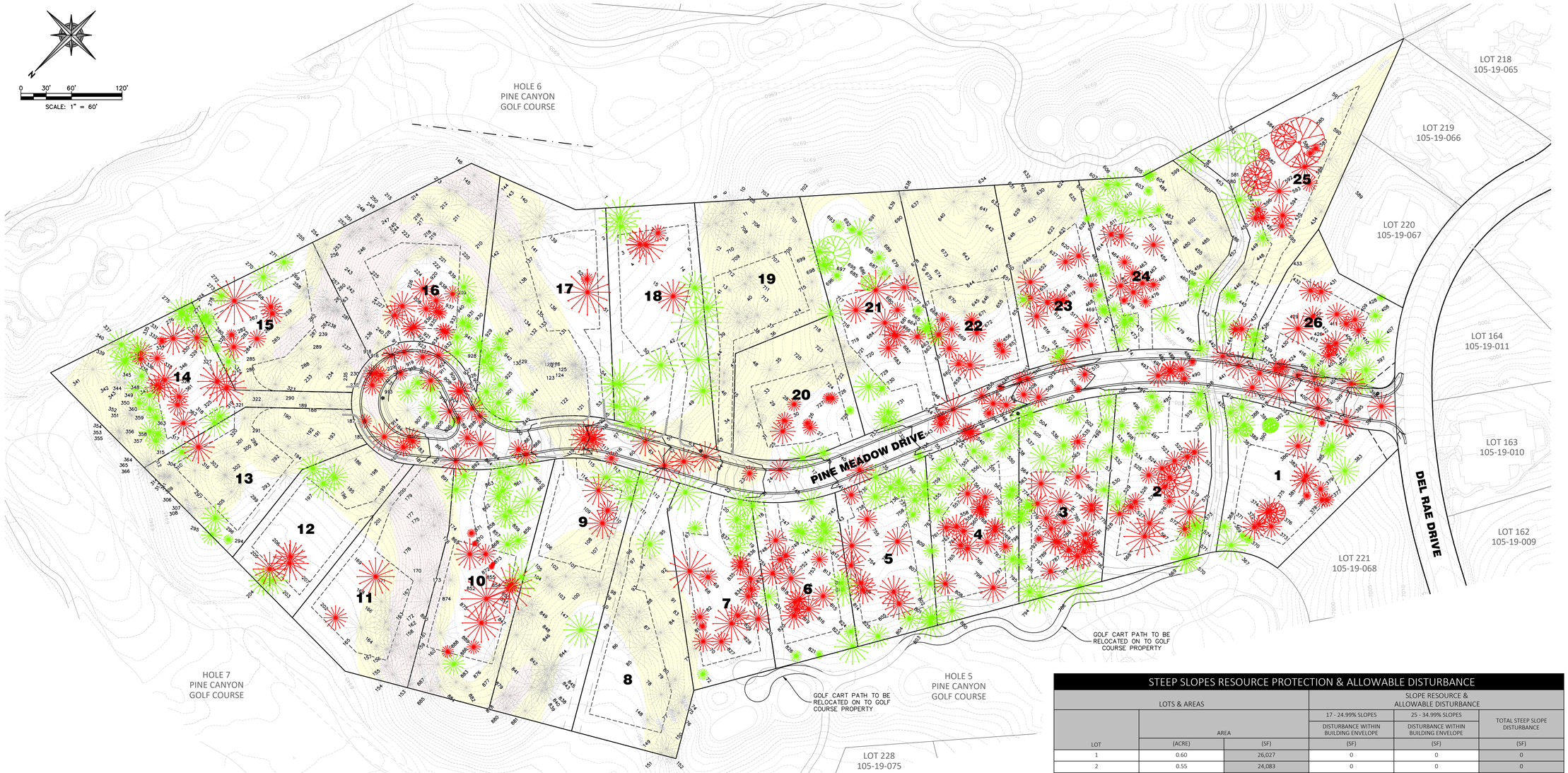
PRELIMINARY
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JOB:	19010
DATE:	8/17/2020
SCALE:	AS SHOWN
FIELD:	DP
DRAWN:	TL/TS
CHECKED:	TL

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SHEET 6 OF 8

PLOTTED: Oct 13, 2020—8:59am



LEGEND

- PAVED ROADWAY
- PRIVATE DRIVEWAY
- BUILDING ENVELOPES
- 0% TO 16.99% SLOPES
- 17% TO 24.99% SLOPES
- 25% TO 34.99% SLOPES
- TREE TO BE PROTECTED
- TREE WITHIN PROTECTED SLOPES
- TREE TO BE REMOVED

PARENT PROPERTY SLOPE DATA

RANGE	AREA	ALLOWABLE DISTURBANCE		INFRASTRUCTURE DISTURBANCE		BALANCE (ALLOWABLE LOT DISTURBANCE)	
(%)	(SF)	(%)	(SF)	(%)	(SF)	(%)	(SF)
17 - 24.99%	215,785	30%	64,736	6%	12,116	24%	52,620
25 - 34.99%	42,128	20%	8,426	3%	1,440	17%	6,986
> 35% (*)	0	-	-	-	-	-	-
TOTALS	257,913		73,161		13,556		59,605

* THIS SITE DOES NOT CONTAIN ANY SLOPES GREATER THAN 35%

SLOPE RESOURCE NOTES:

1. MAXIMUM SLOPE DISTURBANCE (17 < 25%) ON LOTS IS BALANCE REMAINING AFTER DISTURBANCE CAUSED BY INFRASTRUCTURE (47,636 SF)
2. MAXIMUM SLOPE DISTURBANCE (25 < 35%) ON LOTS IS BALANCE REMAINING AFTER DISTURBANCE CAUSED BY INFRASTRUCTURE (7,013 SF)
3. MAXIMUM BUILDING COVERAGE IS 35% OF TOTAL LOT AREA.
4. PROPERTY OWNERS ARE RESPONSIBLE FOR PROTECTION ON ALL NATURAL RESOURCES ON EACH LOT
5. BUILDING PERMIT APPLICATIONS MUST INCLUDE A NATURAL RESOURCE PROTECTION PLAN (NRPP)
6. EVERY LOT NRPP MUST REPORT CALCULATED AREAS AT OR BELOW THE MAXIMUM ALLOWABLE FOR EACH LOT

FOREST RESOURCE PROTECTION DATA

FOREST RESOURCES	POINTS	%
PARENT PROPERTY TOTAL AVAILABLE FOREST RESOURCE CREDIT POINTS (SEE SHEET 8)	2,948	100.00%
FOREST RESOURCE CREDIT POINTS, PROTECTED OUTSIDE OF BUILDING ENVELOPES, DERIVED FROM TREE SURVEY (SEE SHEET 8)	1,485	50.37%
FOREST RESOURCE CREDIT POINTS DERIVED FROM PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)	20	0.68%
TOTAL PROTECTED FOREST RESOURCE CREDIT POINTS	1,505	51.05%

STEEP SLOPES RESOURCE PROTECTION & ALLOWABLE DISTURBANCE

LOTS & AREAS			SLOPE RESOURCE & ALLOWABLE DISTURBANCE		
	AREA		17 - 24.99% SLOPES DISTURBANCE WITHIN BUILDING ENVELOPE	25 - 34.99% SLOPES DISTURBANCE WITHIN BUILDING ENVELOPE	TOTAL STEEP SLOPE DISTURBANCE
LOT	(ACRE)	(SF)	(SF)	(SF)	(SF)
1	0.60	26,027	0	0	0
2	0.55	24,083	0	0	0
3	0.54	23,711	0	0	0
4	0.51	22,100	0	0	0
5	0.46	20,011	0	0	0
6	0.43	18,872	0	0	0
7	0.51	22,250	0	0	0
8	0.67	29,294	6,638	0	6,638
9	0.74	32,056	2,774	0	2,774
10	0.67	29,010	1,615	542	2,157
11	0.63	27,620	4,097	1,905	6,002
12	0.45	19,760	1,025	676	1,701
13	0.53	23,000	7,204	0	7,204
14	0.60	26,340	2,652	0	2,652
15	0.56	24,263	2,615	1,196	3,811
16	0.78	34,047	1,282	2,115	3,397
17	0.70	30,281	1,960	0	1,960
18	0.54	23,366	335	0	335
19	0.52	22,781	10,096	0	10,096
20	0.46	20,055	3,676	0	3,676
21	0.70	30,277	0	0	0
22	0.59	25,634	2,899	0	2,899
23	0.51	22,165	967	0	967
24	0.65	28,257	0	0	0
25	0.78	33,822	2,228	0	2,228
26	0.45	19,564	74	0	74
TOTALS	15.12	658,646	52,137	6,434	58,571
		BALANCE OF ALLOWABLE LOT DISTURBANCE OF STEEP SLOPES FROM INFRASTRUCTURE	52,620	6,986	59,605
		PROTECTED STEEP SLOPES (OVER & ABOVE MINIMUM REQUIRED)	483	552	1,034
		FOREST RESOURCE POINTS (1 POINT PER 50 SF)	9	11	20

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SCOTTSDALE, ARIZONA 85253

PRELIMARY PLAT FOR
THE ESTATES AT PINE CANYON - PINE BLUFF
NATURAL RESOURCE PROTECTION PLAN & TREE SURVEY

PRELIMINARY
FOR REVIEW
AND COMMENT

JOB:	19010
DATE:	8/17/2020
SCALE:	1" = 60'
FIELD:	DP
DRAWN:	TL/TS
CHECKED:	TL

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SHEET 7 OF 8

FILE: Z:\Projects\PINE CANYON\PROJECTS\19010 PC Tract 9\DWG\PPLAT\19010 PRELIMINARY PLAT S7.dwg <<C3D_Imperial>>

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THE ESTATES AT PINE CANYON - PINE BLUFF - FOREST RESOURCE DATA

* THIS TABLE DOES NOT INCLUDE ANY FOREST RESOURCES (TREES) WITHIN STEEP SLOPE AREAS

LOT / TRACT	FOREST RESOURCE ID	FOREST RESOURCE SPECIE	FOREST RESOURCE DBH (in)	FOREST RESOURCE POINTS	FOREST RESOURCE CREDIT MULTIPLIER (0=REMOVED) (1=PROTECTED)	PROTECTED FOREST RESOURCE CREDIT
1	367	PONDEROSA	24	8	1	8
1	368	PONDEROSA	10	2	1	2
1	369	PONDEROSA	6	1	1	1
1	370	PONDEROSA	6	1	1	1
1	371	PONDEROSA	19	8	0	0
1	372	PONDEROSA	10	2	0	0
1	373	PONDEROSA	15	4	0	0
1	374	PONDEROSA	15	4	0	0
1	375	PONDEROSA	20	8	0	0
1	376	JUNIPER	14	8	0	0
1	377	PONDEROSA	10	2	0	0
1	378	PONDEROSA	12	2	0	0
1	379	PONDEROSA	11	2	0	0
1	380	PONDEROSA	6	1	0	0
1	381	PONDEROSA	20	8	0	0
1	382	PONDEROSA	20	8	0	0
1	383	PONDEROSA	20	8	1	8
1	384	PONDEROSA	20	8	1	8
1	385	PONDEROSA	10	2	1	2
1	386	PONDEROSA	18	8	1	8
1	387	PONDEROSA	18	8	1	8
1	388	PONDEROSA	16	4	1	4
1	389	JUNIPER	9	8	1	8
1	390	JUNIPER	10	8	1	8
1	391	JUNIPER	10	8	1	8
1	392	JUNIPER	10	8	1	8
1	393	PONDEROSA	24	8	1	8
1	394	PONDEROSA	6	1	0	0
1	419	PONDEROSA	18	8	1	8
1	420	PONDEROSA	11	2	1	2
2	494	PONDEROSA	10	2	1	2
2	495	PONDEROSA	10	2	1	2
2	496	PONDEROSA	14	4	1	4
2	497	PONDEROSA	14	4	1	4
2	498	PONDEROSA	12	2	1	2
2	518	PONDEROSA	14	4	1	4
2	519	PONDEROSA	14	4	1	4
2	521	PONDEROSA	19	8	0	0
2	522	PONDEROSA	12	2	0	0
2	523	PONDEROSA	14	4	0	0
2	524	PONDEROSA	12	2	0	0
2	525	PONDEROSA	12	2	0	0
2	526	PONDEROSA	13	4	0	0
2	527	PONDEROSA	11	2	0	0
2	528	PONDEROSA	16	4	0	0
2	529	PONDEROSA	15	4	1	4
2	567	PONDEROSA	21	8	0	0
2	568	PONDEROSA	30	20	0	0
2	569	PONDEROSA	20	8	1	8
2	570	PONDEROSA	22	8	1	8
2	571	PONDEROSA	20	8	1	8
2	572	PONDEROSA	11	2	0	0
2	573	PONDEROSA	16	4	1	4
2	574	PONDEROSA	13	4	1	4
2	575	PONDEROSA	23	8	0	0
2	576	PONDEROSA	9	2	0	0
2	577	PONDEROSA	16	4	0	0
2	578	PONDEROSA	17	4	0	0
2	579	JUNIPER	24	8	0	0
2	790	PONDEROSA	13	4	0	0
3	499	PONDEROSA	13	4	1	4
3	500	PONDEROSA	18	8	1	8
3	502	PONDEROSA	16	4	1	4
3	503	PONDEROSA	11	2	1	2
3	505	PONDEROSA	16	4	1	4
3	530	PONDEROSA	13	4	1	4
3	531	PONDEROSA	15	4	1	4
3	532	PONDEROSA	12	2	1	2
3	535	PONDEROSA	11	2	0	0
3	536	PONDEROSA	13	4	1	4
3	537	PONDEROSA	21	8	1	8
3	564	PONDEROSA	21	8	0	0
3	565	PONDEROSA	16	4	0	0
3	566	PONDEROSA	17	4	0	0
3	771	PONDEROSA	13	4	1	4
3	772	PONDEROSA	13	4	1	4
3	773	PONDEROSA	13	4	0	0
3	774	PONDEROSA	16	4	0	0
3	775	PONDEROSA	10	2	1	2
3	776	PONDEROSA	12	2	1	2
3	777	PONDEROSA	18	8	0	0
3	778	PONDEROSA	16	4	0	0
3	779	PONDEROSA	16	4	0	0
3	780	PONDEROSA	17	4	0	0
3	781	PONDEROSA	16	4	0	0
3	782	PONDEROSA	12	2	0	0
3	783	PONDEROSA	24	8	0	0
3	784	PONDEROSA	20	8	0	0
3	786	PONDEROSA	32	20	1	20
3	787	PONDEROSA	15	4	0	0
3	788	PONDEROSA	11	2	0	0
3	789	PONDEROSA	20	8	0	0
3	791	PONDEROSA	14	4	0	0
3	792	PONDEROSA	7	1	0	0
3	793	PONDEROSA	14	4	0	0
3	794	PONDEROSA	24	8	1	8
3	795	PONDEROSA	22	8	1	8
3	796	PONDEROSA	11	2	1	2
4	538	PONDEROSA	19	8	1	8
4	539	PONDEROSA	10	2	1	2
4	550	PONDEROSA	13	4	1	4
4	551	PONDEROSA	12	2	1	2
4	552	PONDEROSA	13	4	1	4
4	553	PONDEROSA	15	4	1	4
4	554	PONDEROSA	14	4	1	4
4	555	PONDEROSA	17	4	1	4
4	556	PONDEROSA	16	4	1	4
4	557	PONDEROSA	16	4	0	0
4	558	PONDEROSA	14	4	0	0
4	559	PONDEROSA	13	4	0	0
4	560	PONDEROSA	10	2	0	0
4	561	PONDEROSA	13	4	0	0
4	562	PONDEROSA	13	4	1	4
4	563	PONDEROSA	13	4	1	4
4	761	PONDEROSA	13	4	0	0
4	762	PONDEROSA	17	4	0	0
4	763	PONDEROSA	16	4	1	4
4	764	PONDEROSA	15	4	0	0
4	765	PONDEROSA	15	4	0	0
4	766	PONDEROSA	18	8	0	0
4	767	PONDEROSA	16	4	0	0
4	768	PONDEROSA	15	4	0	0
4	769	PONDEROSA	14	4	0	0
4	770	PONDEROSA	17	4	0	0
4	797	PONDEROSA	20	8	1	8
4	798	PONDEROSA	10	2	0	0
4	799	PONDEROSA	21	8	0	0
4	800	PONDEROSA	19	8	1	8
4	808	PONDEROSA	16	4	0	0
5	735	PONDEROSA	22	8	1	8
5	736	PONDEROSA	14	4	1	4
5	737	PONDEROSA	20	8	1	8
5	738	PONDEROSA	19	8	1	8
5	739	PONDEROSA	19	8	1	8
5	741	PONDEROSA	14	4	0	0
5	754	PONDEROSA	28	20	0	0
5	755	PONDEROSA	14	4	0	0
5	756	PONDEROSA	20	8	0	0
5	757	PONDEROSA	11	2	1	2
5	758	PONDEROSA	20	8	1	8
5	759	PONDEROSA	18	8	1	8
5	760	PONDEROSA	22	8	1	8
5	801	PONDEROSA	15	4	1	4
5	802	PONDEROSA	19	8	1	8
5	803	PONDEROSA	23	8	1	8
5	804	PONDEROSA	15	4	1	4
5	805	PONDEROSA	23	8	0	0
5	806	PONDEROSA	23	8	0	0
5	807	PONDEROSA	24	8	1	8
5	809	PONDEROSA	11	2	1	2
5	810	PONDEROSA	20	8	0	0
5	811	PONDEROSA	19	8	0	0
5	812	PONDEROSA	19	8	0	0
5	825	PONDEROSA	17	4	1	4
6	21	PONDEROSA	21	8	1	8
6	742	PONDEROSA	14	4	1	4
6	743	PONDEROSA	19	8	1	8
6	744	PONDEROSA	21	8	1	8
6	745	PONDEROSA	19	8	1	8
6	746	PONDEROSA	16	4	1	4
6	747	PONDEROSA	14	4	1	4
6	748	PONDEROSA	16	4	0	0
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6	750	PONDEROSA	15	4	0	0
6	751	PONDEROSA	17	4	0	0
6	752	PONDEROSA	20	8	0	0
6	753	PONDEROSA	12	2	0	0
6	813	PONDEROSA	18	8	1	8
6	814	PONDEROSA	23	8	1	8
6	815	PONDEROSA	16	4	0	0
6	816	PONDEROSA	18	8	0	0
6	817	PONDEROSA	16	4	0	0
6	818	PONDEROSA	16	4	0	0
6	819	PONDEROSA	15	4	0	0
6	820	PONDEROSA	19	8	0	0
6	821	PONDEROSA	6	1	1	1
6	823	PONDEROSA	26	20	1	20
6	824	PONDEROSA	10	2	1	2
6	826	PONDEROSA	8	1	1	1
6	831	PONDEROSA	14	4	1	4
7	18	PONDEROSA	21	8	1	8
7	19	PONDEROSA	18	8	1	8
7	20	PONDEROSA	16	4	1	4
7	22	PONDEROSA	21	8	1	8
7	66	PONDEROSA	29	20	1	20
7	67	PONDEROSA	11	2	1	2
7	68	PONDEROSA	33	20	0	0
7	69	PONDEROSA	13	4	0	0
7	70	PONDEROSA	15	4	0	0
7	72	PONDEROSA	8	1	1	1
7	81	PONDEROSA	6	1	0	0
7	82	PONDEROSA	13	4	0	0
7	827	PONDEROSA	14	4	0	0
7	828	PONDEROSA	27	20	0	0
7	829	PONDEROSA	15	4	0	0
7	830	PONDEROSA	17	4	0	0
7	832	PONDEROSA	13	4	0	0
7	833	PONDEROSA	12	2	0	0
7	834	PONDEROSA	19	8	0	0
7	835	PONDEROSA	13	4	0	0
7	836	PONDEROSA	14	4	0	0
7	837	PONDEROSA	16	4	1	4
8	95	PONDEROSA	20	8	1	8
8	112	PONDEROSA	23	8	1	8
9	109	PONDEROSA	22	8	0	0
9	110	PONDEROSA	15	4	0	0
9	111	PONDEROSA	22	8	1	8
9	113	PONDEROSA	18	8	1	8
9	114	PONDEROSA	23	8	0	0
9	115	PONDEROSA	23	8	1	8
9	147	PONDEROSA	25	8	1	8
10	852	PONDEROSA	35	20	0	0
10	853	PONDEROSA	10	2	0	0
10	854	PONDEROSA	12	2	0	0
10	855	PONDEROSA	27	20	1	20
10	856	PONDEROSA	13	4	1	4
10	857	PONDEROSA	16	4	1	4
10	858	PONDEROSA	25	20	1	20
10	859	PONDEROSA	17	4	1	4
10	860	PONDEROSA	22	8	1	8
10	861	PONDEROSA	15	4	1	4
10	862	PONDEROSA	17	4	1	4
10	863	PONDEROSA	16	4	1	4
10	864	PONDEROSA	15	4	1	4
10	865	PONDEROSA	24	8	1	8
10	868	PONDEROSA	14	4	0	0
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10	870	PONDEROSA	4	0	0	0
10	871	PONDEROSA	6	1	0	0
10	872	PONDEROSA	4	0	0	0
10	873	PONDEROSA	3	0	0	0
10	875	PONDEROSA	28	20	0	0
10	886	PONDEROSA	16	4	1	4
10	888	PONDEROSA	9	2	0	0
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10	891	PONDEROSA	18	8	1	8
10	892	PONDEROSA	16	4	1	4
11	169	PONDEROSA	27	20	0	0
11	202	PONDEROSA	17	4	0	0
12	194	PONDEROSA	20	8	1	8
12	196	PONDEROSA	19	8	1	8
12	197	PONDEROSA	23	8	1	8
12	203	PONDEROSA	22	8	1	8
12	204	PONDEROSA	21	8	1	8
12	205	PONDEROSA	24	8	0	0
12	206	PONDEROSA	23	8	0	0
12	207	PONDEROSA	27	20	0	0
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13	295	PONDEROSA	15	4	1	4
13	296	PONDEROSA	20	8	1	8
13	315	PONDEROSA	18	8	1	8
13	317	PONDEROSA	23	8	0	0
14	274	PONDEROSA	14	4	1	4
14	275	PONDEROSA	21	8	1	8
14	276	PONDEROSA	12	2	1	2
14	277	PONDEROSA	14	4	1	4
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14	319	PONDEROSA	16	4	1	4
14	325	PONDEROSA	28	20	0	0
14	326	PONDEROSA	28	20	0	0
14	329	PONDEROSA	19	8	1	8
14	330	PONDEROSA	17	4	0	0
14	331	PONDEROSA	23	8	0	0
14	332	PONDEROSA	7	1	0	0
14	333	PONDEROSA	11	2	0	0
14	334	PONDEROSA	17	4	0	0
14	335	PONDEROSA	18	8	1	8
14	336	PONDEROSA	10	2	0	0
14	337	PONDEROSA	23	8	1	8
14	338	PONDEROSA	18	8	1	8
14	339	PONDEROSA	24	8	1	8
14	344	PONDEROSA	14	4	1	4
14	345	PONDEROSA	11	2	1	2
14	346	PONDEROSA	24	8	0	0
14	347	PONDEROSA	11	2	0	0
14	348	PONDEROSA	20	8	0	0
14	349	PONDEROSA	17	4	1	4
14	350	PONDEROSA	10	2	1	2
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14	359	PONDEROSA	13	4	1	4
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14	363	PONDEROSA	18	8	0	0
15	267	PONDEROSA	16	4	0	0
15	268	PONDEROSA	16	4	0	0
15	270	PONDEROSA	19	8	1	8
15	271	PONDEROSA	13	4	1	4
15	272	PONDEROSA	34	20	0	0
15	273	PONDEROSA	13	4	1	4
15	278	PONDEROSA	12	2	1	2
15	279	PONDEROSA	12	2	1	2
15	280	PONDEROSA	14	4	1	4
15	282	PONDEROSA	8	1	0	0
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15	327	PONDEROSA	17	4	1	4
15	328	PONDEROSA	7	1	1	1
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16	227	PONDEROSA	17	4	0	0
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16	930	PONDEROSA	14	4	1	4
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16	935	PONDEROSA	10	2	0	0
16	936	PONDEROSA	12	2	0	0
16	937	PONDEROSA	12	2	0	0
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16	940	PONDEROSA	11	2	1	2
16	941	PONDEROSA	13	4	1	4
17	51	PONDEROSA	33	20	0	0
17	52	PONDEROSA	9	2	0	0
17	926	PONDEROSA	18	8	1	8
17	927	PONDEROSA	18	8	1	8
17	928	PONDEROSA	12	2	1	2
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17	901	PONDEROSA	16	4	1	4
17	902	PONDEROSA	14	4	1	4
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18	1	PONDEROSA	30	20	1	20
18	2	PONDEROSA	24	8	1	8
18	3	PONDEROSA	20	8	0	0
18	4	PONDEROSA	28	20	0	0
18	5	PONDEROSA	12	2	0	0
18	14	PONDEROSA	24	8	1	8
18	15	PONDEROSA	24	8	0	0
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18	42	PONDEROSA	36	20	1	20
18	43	PONDEROSA	27	20	1	20
18	49	PONDEROSA	21	8	1	8
18	50	PONDEROSA	25	20	1	20
18	53	PONDEROSA	36	20	1	20
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18	55	PONDEROSA	15	4	1	4
18	56	PONDEROSA	19	8	1	8
19	716	PONDEROSA	19	8	1	8
20	25	PONDEROSA	18	8	0	0
20	26	PONDEROSA	7	1	0	0
20	27	PONDEROSA	11	2	0	0
20	28	PONDEROSA	10	2	0	0
20	30	PONDEROSA	12	2	0	0
20	726	PONDEROSA	9	2	0	0
20	727	PONDEROSA	8	1	0	0
20	728	PONDEROSA	6	1	1	1
21	664	PONDEROSA	13	4	1	4
21	665	PONDEROSA	14	4	1	4
21	666	PONDEROSA	12	2	0	0
21	667	PONDEROSA	8	1	1	1
21	677	PONDEROSA	20	8	0	0
21	680	PONDEROSA	11	2	0	0
21	681	PONDEROSA	17	4	0	0
21	682	PONDEROSA	17	4	0	0
21	683	PONDEROSA	14	4	0	0
21	684	PONDEROSA	20	8	0	0
21	685	PONDEROSA	29	20	0	0
21	686	JUNIPER	11	8	1	8
21	687	PONDEROSA	11	2	1	2
21	688	PONDEROSA	10	2	1	2
21	691	PONDEROSA	21	8	1	8
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21	693	PONDEROSA	9	2	1	2
21	695	JUNIPER	24	8	1	8
21	696	PONDEROSA	8	1	1	1
21	697	PONDEROSA	13	4	1	4
21	698	PONDEROSA	12	2	1	2
21	699	PONDEROSA	18	8	1	8
21	717	PONDEROSA	19	8	0	0
21	729	PONDEROSA	22	8	1	8
21	730	PONDEROSA	10	2	1	2
21	731	PONDEROSA	16	4	1	4
21	732	PONDEROSA	15	4	1	4
21	733	PONDEROSA	17	4	1	4
22	656	PONDEROSA	9	2	0	0
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22	659	PONDEROSA	21	8	0	0
22	660	PONDEROSA	14	4	0	0
22	661	PONDEROSA	14	4	0	0
22	662	PONDEROSA	12	2	1	2
22	663	PONDEROSA	16	4	0	0
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22	669	PONDEROSA	12	2	0	0
22	671	PONDEROSA	11	2	0	0
22	672	PONDEROSA	14	4	0	0
23	467	PONDEROSA	11	2	0	0
23	468	PONDEROSA	11	2	1	2
23	513	PONDEROSA	13	4	1	4
23	514	PONDEROSA	6	1	1	1
23	516	PONDEROSA	16	4	0	0
23	517	PONDEROSA	16	4	0	0
23	616	PONDEROSA	17	4	0	0
23	617	PONDEROSA	17	4	0	0
23	618	PONDEROSA	16	4	0	0
23	619	PONDEROSA	9	2	0	0
23	620	PONDEROSA	16	4	0	0
23	626	PONDEROSA	6	1	1	1
23	627	PONDEROSA	13	4	0	0
23	652	PONDEROSA	20	8	0	0
23	653	PONDEROSA	17	4	0	0
23	654	PONDEROSA	12	2	1	2
24	454	PONDEROSA	16	4	0	0
24	459	PONDEROSA	16	4	1	4
24	460	PONDEROSA	7	1	1	1
24	461	PONDEROSA	9	2	0	0
24	462	PONDEROSA	17	4	0	0
24	463	PONDEROSA	12	2	0	0
24	464	PONDEROSA	10	2	0	0
24	465	PONDEROSA	10	2	1	2
24	466	PONDEROSA	11	2	1	2
24	469	PONDEROSA	9	2	1	2
24	470	PONDEROSA	9	2	1	2
24	471	PONDEROSA	12	2	1	2
24	472	PONDEROSA	11	2	1	2
24	473	PONDEROSA	14	4	1	4
24	474	PONDEROSA	15	4	1	4
24	475	PONDEROSA	12	2	1	2
24	476	PONDEROSA	9	2	0	0
24	477	PONDEROSA	14	4	0	0
24	478	PONDEROSA	6	1	0	0
24	479	PONDEROSA	20	8	1	8
24	483	PONDEROSA	10	2	1	2
24	603	PONDEROSA	7	1	1	1
24	604	PONDEROSA	9	2	1	2
24	605	PONDEROSA	9	2	1	2
24	606	PONDEROSA	19	8	1	8
24	607	PONDEROSA	15	4	1	4
24	608	PONDEROSA	17	4	1	4
24	609	PONDEROSA	13	4	1	4
24	610	PONDEROSA	15	4	1	4
24	611	PONDEROSA	15	4	1	4
24	612	PONDEROSA	21	8	1	8
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24	614	PONDEROSA	17	4	0	0
24	615	PONDEROSA	17	4	0	0
25	437	PONDEROSA	17	4	0	0
25	438	PONDEROSA	11	2	1	2
25	439	PONDEROSA	16	4	1	4
25	440	PONDEROSA	16	4	1	4
25	443	PONDEROSA	23	8	1	8
25	444	PONDEROSA	10	2	0	0
25	445	PONDEROSA	10	2	1	2
25	446	PONDEROSA	12	2	1	2
25	449	PONDEROSA	12	2	1	2
25	450	PONDEROSA	13	4	0	0
25	451	PONDEROSA	11	2	0	0
25	452	PONDEROSA	12	2	0	0
25	453	PONDEROSA	30	20	1	20
25	580	JUNIPER	20	8	0	0
25	581	JUNIPER	20	8	0	0
25	582	JUNIPER	8	8	0	0
25	583	JUNIPER	22	8	1

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-19-00099-02

DATE: **October 23, 2020**
MEETING DATE: **November 12, 2020**
REPORT BY: **Genevieve Pearthree**

REQUEST:
TLC PC Golf LLC requests Preliminary Plat approval for The Estates at Pine Canyon Pine Bluff located at 2080 E. Del Rae Dr., a single-family home subdivision on 17.5 acres in the R1 (Single Family Residential) Zone.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval.

PRESENT LAND USE:
The vacant subject site is located within the southeastern corner of the larger Pine Canyon development, which encompasses 660-acres. Pine Canyon includes a 31,000 square foot clubhouse, an eighteen-hole golf course occupying approximately 215 acres, 513 single-family lots, 46 townhome lots, and 60 condominiums.

PROPOSED LAND USE:
The Estates at Pine Canyon Pine Bluff subdivision, consisting of 26 single-family lots located on 17.5 acres in the R1 (Single Family Residential) Zone.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map for more information.

North: Estates at Pine Canyon Unit Five, R1 Zone.
South: Estates at Pine Canyon Unit Two, R1 Zone; USDA Forest Service, PLF Zone.
East: Estates at Pine Canyon Unit Two, R1 Zone; USDA Forest Service, PLF Zone.
West: Estates at Pine Canyon Units One and Two, R1 Zone.

REQUIRED FINDINGS:
The Planning and Zoning Commission shall find the proposed Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

STAFF REVIEW:

I. Project Information

A. Background
In June of 2000, the City Council approved a rezoning request and development agreement allowing the development of Pine Canyon, which includes a mixture of condominium, townhomes, estate homes, clubhouse and recreational facilities, maintenance and storage facilities, and an 18-hole private golf course with accessory facilities, located on approximately 660 acres. The primary entrance to Pine Canyon is located at the intersection of Lone Tree Road and John Wesley Powell Blvd.

The applicant, Granite Basin Engineering, representing TLC PC Golf LLC, is seeking Preliminary Plat approval for a 26-lot single-family residential subdivision within the larger Pine Canyon development. The subdivision is one of the last

undeveloped areas in Pine Canyon and is located between existing golf course and residential uses. The site has signficant topography requiring the applicant to create larger lots to ensure that resource protection standards are met.

New infrastructure will need to be provided for the project including a new private roadway (Pine Meadow Drive) as is the adopted standard in Pine Canyon, 8" water and sewer lines, LID (Low Impact Development) basins, and a new golf cart path. City Staff approved the Preliminary Plat on October 8, 2020 based on conformance with all relevant development standards.

B. Type of Plat

This Preliminary Plat request is for a single-family residential subdivision consisting of 26 individual lots. All areas in the subdivision not allocated as lots are reserved as tracts. Tract A covers Pine Meadow Drive (a private drive) and is to be used for ingress/egress and public utilities. Tracts B1 and B2 are used for stormwater conveyance and golf course use.

II. Required Findings: Conformance with City Development Standards and Regional Plan

Staff reviewed and approved the Preliminary Plat based on conformance with City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

A. City of Flagstaff Zoning Code (Title 10)

i. Single Family Residential (R1) Zone

The property is zoned R1, Single Family Residential which requires a minimum of two units per acre and allows a maximum of five units per acre within the Resource Protection Overlay (RPO). This subdivision has a density of 1.48 units per acre which is slightly lower than the required two units per acre. The Development Agreement for Pine Canyon identifies 26 lots for this tract, which is what is proposed. The overall density of the Pine Canyon development meets the minimum density standards for the R1 zone. The subdivision is one of the last undeveloped areas in Pine Canyon.

The majority of lots within this proposed subdivision meet the minimum lot width, depth, and size requirements for the R1 Zone identified below.

- Minimum width: 60' (65' for corner lots) – measured at the front setback line
- Minimum Depth: 100'
- Minimum size: 6,000 sq. ft.

Lot sizes within the proposed subdivision range from 18,872 sq. ft. to 38,282 square feet which complies with the minimum lot size of 6,000 square feet. For the purposes of tree and steep slope resource protection, the plat proposes four flag lots that do not meet the minimum lot width as identified above. However, the Zoning Code allows the City Council to approve alternate lot sizes and setbacks on a final plat. The final plat will designate alternate front setback lines on the flag lots to ensure compliance with the 60' minimum lot width Table 10-40.30.030.C(2). Additionally, unique building envelopes for each lot that meet or exceed the minimum required setbacks for the R1 zone (see page 5 of the Preliminary Plat) have been provided.

- Front: 15' (25' for parking)
- Interior Side: 8'
- Exterior Side: 15'
- Rear: 25'

ii. Natural Resources

The subject property is located within the Resource Protection Overlay. A Resource Protection Plan was provided in conjunction with this Preliminary Plat. Resources on the site include moderate slopes and forest; there are no floodplains on the site. The Resource Protection Plan submitted with the Preliminary Plat application indicated that the minimum protection standards would be met through the use of unique building envelopes for each lot and through the identification of the driveway location for each lot.

Forest Resource Protection in the R1 Zone: The Estates At Pine Canyon Pine Bluff Subdivision

EXISTING TREE RESOURCE POINTS	REQUIRED PROTECTION LEVEL & POINTS	PROPOSED PROTECTION LEVEL & POINTS
2,960 points	50% or 1,480 points	51.05% or 1,505 points

Steep Slope Protection in the R1 Zone: The Estates At Pine Canyon Pine Bluff Subdivision

SLOPE RESOURCE	TOTAL ACRES	REQUIRED PROTECTION LEVEL & ACRES	PROTECTED LEVEL & PROTECTED ACRES
Slope: 17-24.9%	4.95	70% or 3.47 acres	70.23%* or 3.47 acres
Slope: 25% -34.9%	0.97	80% or 0.77 acres	80%* or 0.77 acres
Slope: 35%+	None	--	--

*The developer credited approximately 0.02 acres of excess slope to meet minimum forest resource protection thresholds.

iii. Historic/Cultural Resources

The City of Flagstaff Heritage Preservation Officer (HPO) requires the applicant conduct an archaeological survey of the site with the product of a Cultural Resource Letter Report prepared by a professional meeting Secretary of the Interior Standards. The Letter Report must be reviewed and approved prior to the issuance of Civil Engineering Plans (the next step after City Council Preliminary Plat approval).

iv. Parks, Open Space, Pedestrian, and Bicycle Facilities

As part of the overall Pine Canyon development, a 10-foot-wide paved FUTS trail from the intersection of existing Lone Tree Road to the intersection of JWP Blvd along the north side of the extension of Lone Tree Road to the intersection of Zuni was completed. A 10-foot-wide paved FUTS trail was also constructed from the intersection of Lake Mary Road on the east side of JWP Blvd to the Lone Tree intersection. An extension of the trail was constructed from the intersection of existing Lone Tree/JWP eastward along the south side of JWP towards the proposed third entrance to Pine Canyon where the FUTS penetrates into the Pine Canyon development and extends to Fisher Point. This subdivision plat proposes a golf cart path that runs east to west in the southern portion of the subdivision that connects to existing golf cart paths on both sides.

B. City of Flagstaff Subdivision Standards (Title 11)

i. Preliminary Plat

IDS approved the Preliminary Plat based on conformance with the procedures and application requirements outlined in Section 11-20.60: Preliminary Plat.

ii. Subdivision Standards and Regulations

IDS also approved the Preliminary Plat based on conformance with relevant standards in Section 11-20.120: Subdivision Design Standards and Requirements.

ii.1 Lot Design

The proposed subdivision meets the standards for lot design:

- Meet the minimum lot width, depth, and size requirements of the Zoning Code.
- Be designed appropriately for the location and character of the proposed development, street improvements, and underlying topography.
- All lots shall be lawfully be built upon and be developable (lots are designed in a way so that development is capable of meeting all relevant development standards).
- Buildable area (building envelope) shall be located away from the crest of ridge lines.
- Buildable area shall be determined by setback requirements and the location of natural topographic features.

ii.2 Street Design

The proposed subdivision meets the standards for street design:

- Meet the street cross-section standards (Engineering Standards) for the type of street proposed.
- Street design is appropriate for underlying topography and in relation to existing streets. Where feasible, streets shall be placed on top of ridges to minimize the extent of grading and reduce the visual impact of development.

ii.3 Easement Design

The proposed subdivision meets the standards for easement design:

- Easements shall be provided and dedicated where deemed necessary for specific purposes (the plat will dedicate a public utility easement and a drainage easement).
- Drainage easements shall substantially follow the line of any existing watercourse that traverses the land.

ii.4 Block Design

The proposed subdivision meets the standards for block design:

- Blocks in non-transect zones shall not normally exceed 1,200 feet in length measured from the property lines, except in hillside developments or where a subdivision of one-half acre lots or larger justify or require a variation from this requirement, or where there are unusual conditions of the property being subdivided.

ii. Minimum Required Subdivision Improvements

The subdivider is required to improve all streets, pedestrian ways, alleys and easements in the subdivision and adjacent to it as required to serve the subdivision. Staff review of the Preliminary Plat along with the impact analyses discussed in the Engineering Standards section below identified the required improvements in conformance with Section 11-20.130: Minimum Required Subdivision Improvements. These improvements will formally be approved with Civil Engineering Plans review, which will occur after Preliminary Plat approval by City Council.

C. City of Flagstaff Engineering Standards (Title 13)

As part of the Preliminary Plat review Staff conducted a public systems analysis to confirm preliminary compliance with Engineering Standards. Following Preliminary Plat approval, the applicant shall submit and receive approval for Civil Engineering Plans for the subdivision prior to review and approval of the Final Plat. Approval of the Civil Engineering Plans will be contingent on the plat meeting City Engineering Standards.

i. Access and Traffic

A Traffic Impact Analysis was prepared and approved for the entire Pine Canyon master planned community. Improved access to the development is provided by John Wesley Powel (JWP) Blvd from Lake Mary Road, and by the extension of Lone Tree Road from the intersection of Lone Tree Road and Zuni Drive to the intersection of JWP Blvd. All interior streets within Pine Canyon are private and maintained by the Homeowner's Association.

A private looped street named Clubhouse Circle provides access throughout Pine Canyon. E. Del Rae Dr. provides direct access to the subject site from Clubhouse Circle. The street design within the subdivision consists of a cul-de-sac street named Pine Meadow Drive. The cross section of the private street provides a 26-foot wide street section with a two-foot wide rolled curb and four-foot wide shoulder on both sides of the street.

ii. Water and Wastewater

The proposed development is serviced by a Zone B water pressure system. All of the proposed water mains will be public. The developer has already extended a twenty (20) inch transmission main within the alignment of JWP Blvd from Lake Mary Road into Pine Canyon. A sixteen (16) inch looped water main has been constructed within the alignment of Clubhouse Circle. A new eight (8) inch water line will be extended from E. Del Rae Drive into the subdivision to provide water service.

Eight-inch public sewer lines have already been constructed beneath the private streets in Pine Canyon. These public mains flow by gravity into a private lift station. This private lift station transfers the wastewater through a force main north into a public gravity sewer line. All maintenance associated with the private force mains and lift station is the responsibility of the developer/Homeowner Association. A new eight (8) inch sewer line will be extended from an existing sewer main to the northeast of the area to be subdivided that will provide sewer service to the new subdivision.

iii. Stormwater

A Stormwater Analysis was previously completed for the entire Pine Canyon development and was accepted by the Stormwater Manager. The development was required to provide subregional on-site detention in the golf course ponds that serve as a dual purpose for storage of irrigation water and stormwater detention. Development of the first phase and golf course constructed this system. The applicant also proposes to add several LID (Low Impact Development) basins just outside of the proposed subdivision on the golf course. These will be documented with Civil Engineering Plan approval.

REQUIRED FINDINGS:

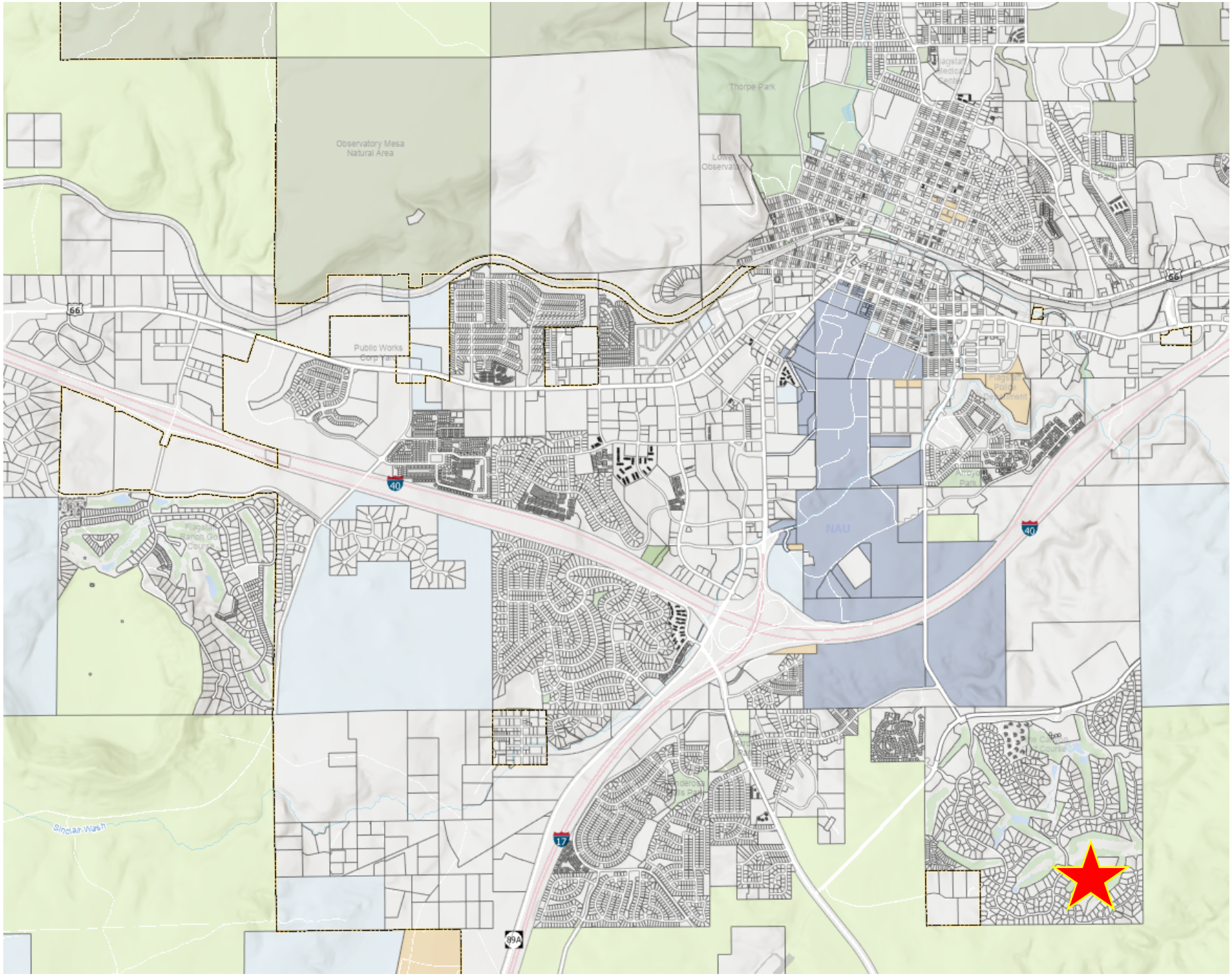
The Planning and Zoning Commission shall find the Preliminary Plat meets the requirements of the City Code Title 10, Flagstaff Zoning Code; City Code Title 11, General Plans and Subdivisions; and City Code Title 13, Engineering Design Standards and Specifications.

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the required findings presented in this report, forward the Preliminary Plat to the City Council with a recommendation of approval.

Attachments:

- Application
- Preliminary Plat, including the Natural Resource Protection Plan (8 sheets, 24 x 36")
- Vicinity Map
- Utility notification letters


Observatory Mesa
Natural Area
Thorpe Park
Public Works
NAU
Sinclair Wash
66
40
17
89A

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Tuesday, August 6, 2019 11:29 AM
To: 'MEGAN.MCCARTHY@APS.COM'
Subject: Will Serve Letter - The Estates at Pine Canyon - Pine Bluff
Attachments: II.2_Concept Plat (revised 2019-07-11).pdf; 19010 - Pine Bluff at PC - Will Serve - APS.pdf

Good Morning Megan –

Please find a request for a "will serve" letter for The Estates at Pine Canyon – Pine Bluff. Also attached is a Concept Plat for your reference. Please let me know if you need anything else. We hope to submit for Final Plat no later than the 20th of August.

We sincerely appreciated your time and consideration.

GRANITE BASIN ENGINEERING, INC

Kaline Hutchinson
Operations Manager
1981 Commerce Center Circle, Suite B
Prescott, Arizona, 86301
Office: 928-717-0171
www.granitebasinengineering.com

aps

2200 E Huntington Dr.
Flagstaff, AZ 86004

August 6, 2019

Kaline Hutchinson
Granite Basin Engineering, INC
1981 Commerce Center Circle, Ste. B
Prescott, AZ 86301

Re: The Estates at Pine Canyon – Pine Bluff

Dear Kaline,

The above referenced project is located in Arizona Public Service Company's electric service area. The Company extends its lines in accordance with the "Conditions Governing Extensions of Electric Distribution Lines and Services," Schedule 3, and the "Terms and Conditions for the Sale of Electric Service," Schedule 1, on file with the Arizona Corporation Commission at the time we begin installation of the electric facilities.

Application for the Company's electric service often involves construction of new facilities for various distances and costs depending upon customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which Arizona Public Service will extend its facilities.

The enclosed Schedule 3 policy governs the extension of overhead and underground electric facilities to customers whose requirements are deemed by Arizona Public Service to be usual and reasonable in nature.

Please give me a call at 928-864-8351 when the final plat is approved so that we may set up an appointment to discuss the details necessary for your project.

Sincerely,

Megan McCarthy

Megan McCarthy
Customer Project Rep
Flagstaff Construction

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Tuesday, August 6, 2019 11:35 AM
To: 'jason.dale@centurylink.com'
Subject: Will Serve Letter - The Estates at Pine Canyon - Pine Bluff
Attachments: II.2_Concept Plat (revised 2019-07-11).pdf; 19010 - Pine Bluff at PC - Will Serve - CenturyLink.pdf

Good Morning Jason –

Please find a request for a "will serve" letter for The Estates at Pine Canyon – Pine Bluff. Also attached is a Concept Plat for your reference. Please let me know if you need anything else or if this should be redirected to another staff member. We hope to submit for Final Plat no later than the 20th of August and sincerely appreciated your time and consideration.

GRANITE BASIN ENGINEERING, INC

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Operations Manager
1981 Commerce Center Circle, Suite B
Prescott, Arizona, 86301
Office: 928-717-0171
www.granitebasinengineering.com

GRANITE BASIN
ENGINEERING, INC

August 6, 2019

Jason Dale
CenturyLink Field Engineer
112 N. Beaver Street
Flagstaff, AZ 86001

Re: The Estates at Pine Canyon – Pine Bluff

Dear Jason;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a "will serve" letter from your organization as part of the predevelopment, due diligence review of a proposed 26 residential lot community on parcel 105-10-183A within the Pine Canyon master community as seen in the attached Concept Plat. The 17.5 acre property is located in Section 34, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson
Operations Manager
Granite Basin Engineering

1981 Commerce Center Circle, Suite B | Prescott, Arizona 86301 | Phone: 928.717.0171 | Fax: 928.717.0181

GRANITE BASIN
ENGINEERING, INC

August 6, 2019

Martin Conboy
Unisource Energy Services
2901 W. Shamrell Blvd. Ste. 110
Flagstaff, AZ 86001

mconboy@uesaz.com

Re: The Estates at Pine Canyon – Pine Bluff

Dear Martin;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a "will serve" letter from your organization as part of the predevelopment, due diligence review of a proposed 26 residential lot community on parcel 105-10-183A within the Pine Canyon master community as seen in the attached Concept Plat. The 17.5 acre property is located in Section 34, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson
Operations Manager
Granite Basin Engineering

August 6, 2019

Kaline Hutchinson
Granite Basin Engineering
1981 Commerce Center Circle, Suite B
Prescott, Arizona 86301

RE: Estates at Pine Canyon – Pine Bluff

After reviewing your project, we have determined that Unisource Energy Services will be able to serve the new development. We have a 2" PE gas main stubbed out at the southwest end of parcel #105-10-183A, which would serve as our tie in point. A new gas main will need to be installed through the property with all required underground clearances. Service stubs would then be ran to the property corner of each of the 26 lots off of the 2" main line. Thank you for selecting UniSource for your natural gas needs.

If you have any further questions or concerns, feel free to contact me at (928) 525-8135.

Sincerely,

Blake Berner
Planner
UniSource Energy Services
Office (928)525-8135
Cell (928)300-0005

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Monday, August 19, 2019 2:24 PM
To: 'hmurray@coconino.az.gov'
Subject: The Estates at Pine Canyon - Pine Bluff
Attachments: II.2_Concept Plat (revised 2019-07-11).pdf

Good Afternoon Mr. Hugh Murray –

Thank you for returning my call today. I'm sorry that this notice doesn't make any sense to you, but it is simply a prerequisite to notify the Coconino County Health Department per Item 5 of their Preliminary Plat Application Checklist. I appreciate your agreement to accept this notification, though you're not aware of the necessity.

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is notifying you of our intent to file a Preliminary Plat Application for The Estates at Pine Canyon – Pine Bluff. This is a new phase of the Master Planned Community, Pine Canyon. The projects consists of 26 residential lots on parcel 105-10-183A. Please see the attached Concept Plat. The 17.5 acre property is located in Section 34, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Flagstaff, AZ.

Please let us know if you have any questions about this information. Thanks very much in advance.

GRANITE BASIN ENGINEERING, INC

Kaline Hutchinson
Operations Manager
1981 Commerce Center Circle, Suite B
Prescott, Arizona, 86301
Office: 928-717-0171
www.granitebasinengineering.com

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Monday, August 19, 2019 2:39 PM
To: 'mpenca@fusd1.org'
Subject: The Estates at Pine Canyon - Pine Bluff
Attachments: II.2_Concept Plat (revised 2019-07-11).pdf

Dear Mr. Michael Penca –

My name is Kaline Hutchinson and I serve as Operations Manager for Granite Basin Engineering. I left a message for your business office about whom to address this, but didn't hear back. We have a prerequisite to notify the Flagstaff Unified School District of a new community per Item 5 of their Preliminary Plat Application Checklist and I hope it's alright that I'm notifying you directly.

On behalf of TLC PC Land Investors, LLC, we are notifying you of our intent to file a Preliminary Plat Application for The Estates at Pine Canyon – Pine Bluff. This is a new phase of the Master Planned Community, Pine Canyon. The projects consists of 26 residential lots on parcel 105-10-183A. Please see the attached Concept Plat. The 17.5 acre property is located in Section 34, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Flagstaff, AZ.

Please let us know if there are any questions or concerns. Thank you in advance.

GRANITE BASIN ENGINEERING, INC

Kaline Hutchinson
Operations Manager
1981 Commerce Center Circle, Suite B
Prescott, Arizona, 86301
Office: 928-717-0171
www.granitebasinengineering.com

Kaline Hutchinson

From: Kaline Hutchinson
Sent: Tuesday, August 6, 2019 11:37 AM
To: 'glen.clark@suddenlink.com'
Subject: Will Serve Letter - The Estates at Pine Canyon - Pine Bluff
Attachments: II.2_Concept Plat (revised 2019-07-11).pdf; 19010 - Pine Bluff at PC - Will Serve - Suddenlink.pdf

Good Morning Glen –

Please find a request for a "will serve" letter for The Estates at Pine Canyon – Pine Bluff. Also attached is a Concept Plat for your reference. Please let me know if you need anything else or if this should be redirected to another staff member. We hope to submit for Final Plat no later than the 20th of August and sincerely appreciated your time and consideration.

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Kaline Hutchinson
Operations Manager
1981 Commerce Center Circle, Suite B
Prescott, Arizona, 86301
Office: 928-717-0171
www.granitebasinengineering.com

GRANITE BASIN
ENGINEERING, INC

August 6, 2019

Suddenlink Communications
Attn: Glen Clark
glen.clark@alticeUSA.com

Re: The Estates at Pine Canyon – Pine Bluff

Dear Glen;

On behalf of TLC PC Land Investors, LLC, Granite Basin Engineering is requesting a "will serve" letter from your organization as part of the predevelopment, due diligence review of a proposed 26 residential lot community on parcel 105-10-183A within the Pine Canyon master community as seen in the attached Concept Plat. The 17.5 acre property is located in Section 34, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Flagstaff, AZ.

Please respond at your soonest convenience or let me know if further information is needed. Thank you for your assistance.

Sincerely,

Kaline Hutchinson
Operations Manager
Granite Basin Engineering

1981 Commerce Center Circle, Suite B | Prescott, Arizona 86301 | Phone: 928.717.0171 | Fax: 928.717.0181

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Deputy City Manager
Co-Submitter:	Jeanie Gallagher
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-31: An ordinance amending Flagstaff City Code, Chapter 1-18, Administrative Departments, to establish the Engineering and Capital Improvements Division in City Code.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-31 by title only for the final time
2) City Clerk reads Ordinance No. 2020-31 by title only (if approved above)
3) Adopt Ordinance No. 2020-31

Executive Summary:

In accordance with City Charter Article IV Section 1(a), the Council, by ordinance not inconsistent with the City Charter, shall provide for the organization, conduct, and operation of the several offices and departments of the City as established by the Charter, for the creation of additional departments, divisions, offices, and agencies, and for their consolidation, alteration, or abolition.

The City Manager's office has evaluated the organizational structure and has determined there is great benefit to having Engineering and Capital Improvements be a separate division and part of the City's Leadership Team. This would move Engineering and Capital Improvements from being a Community Development section to a division reporting to the City Manager.

In addition to the creation of this division, City staff wanted to make City Council aware of another restructure taking place effective January 2021. This is the movement of the Open Space Program from the Sustainability Section to the Parks and Recreation Section in Public Works. In January 2020, Sustainability was reclassified from a Program to a Section and became a direct report to the City Manager. In an effort to focus Sustainability staff's actions towards solutions to address the Climate Emergency, City management decided to transition the Open Space Program back to Parks and Recreation. The Open Space Program aligns well with Parks and Recreation programs and creates greater potential of shared resources.

Financial Impact:

There is a budgetary impact when reclassifying the current City Engineer from a Section Head to a Division Director. This will be discussed with the Budget Team and the intention is to place a hold on this reclassification like all other compensation changes in alignment with the significant stage of the recession plan.

There are no financial impacts related to the movement of the Open Space Program from Sustainability to Parks and Recreation.

Policy Impact:

This reorganization will impact the structure section of the Employee Advisory Committee policy 1-10-070 in the Employee Handbook of Regulations. If this ordinance is approved, the Employee Advisory Committee policy changes will be brought to City Council for consideration.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness

Has There Been Previous Council Decision on This:

No.

Attachments: Ord. 2020-31

ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-18, ADMINISTRATIVE DEPARTMENTS, TO ESTABLISH THE ENGINEERING AND CAPITAL IMPROVEMENTS DIVISION; PROVIDING REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City Council has authority to approve this reorganization of City Divisions pursuant to the Flagstaff City Charter, Article IV, Section 1(a); and

WHEREAS, the City's needs are best met having an Engineering and Capital Improvements Division.

ENACTMENTS:

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

SECTION 1. Amend City Code 1-18-001-0001

Flagstaff City Code Section 1-18-001-0001, Departments and Divisions Organized, is hereby amended as follows:

1-18-001-0001 DEPARTMENTS AND DIVISIONS ORGANIZED

DEPARTMENT HEADS: There will be two (2) departments and nine (9) divisions in the City government and the respective department heads shall be deputy city managers who report directly to the City Manager.

The nine (9) divisions shall be:

A. FIRE, headed by the Fire Chief.

B. POLICE, headed by the Police Chief.

C. PUBLIC WORKS, headed by the Public Works Director.

D. MANAGEMENT SERVICES, headed by the Management Services Director.

E. WATER SERVICES, headed by the Water Services Director.

F. COMMUNITY DEVELOPMENT, headed by the Community Development Director.

G. ECONOMIC VITALITY, headed by the Economic Vitality Director.

H. INFORMATION TECHNOLOGY, headed by the Information Technology Director.

I. HUMAN RESOURCES, headed by the Human Resources Director.

J. ENGINEERING and CAPITAL IMPROVEMENTS, headed by the City Engineer.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

8. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sarah Langley, Management Analyst
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-32: An ordinance of the City Council of the City of Flagstaff, changing the name of Agassiz Street to WC Riles; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2020-32 by title only for the final time
2) City Clerk reads Ordinance No. 2020-32 by title only (if approved above)
3) Adopt Ordinance No. 2020-32

Executive Summary:

Louis Agassiz was a Harvard zoology professor who conducted studies to try to scientifically prove a theory of racial superiority of certain groups. Following Council direction to rename Agassiz street, staff has engaged the public in creating and ranking a list of potential new street names for Agassiz street. Staff is seeking Council direction in selecting a new street name and moving forward with the renaming process. Please note that an updated presentation will be provided for the final agenda.

Financial Impact:

There has been no funding budgeted for this project. It is estimated that the replacement of the 26 street signs that currently display the Agassiz name will cost approximately $9,800. This money will come from the Streets section budget, account number 040-06-161-0613-6-4358.

An additional potential cost is compensation or reimbursement to property owners for costs incurred related to the street name change. During the June 16, 2020 meeting, Council did not give direction to staff to compensate or reimburse property owners for such costs. During the November 17, 2020 meeting, if Council directs staff to compensate or reimburse property owners for costs related to the street name change, funding could possibly come from the Council Initiatives account.

Policy Impact:

This item does not impact current policy.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Inclusive & Engaged Community
- Livable Community

Has There Been Previous Council Decision on This:

- During the June 16, 2020 Council Meeting, City Council directed staff to begin the process of renaming Agassiz street.

Background/History:

Louis Agassiz conducted studies to scientifically prove the theory of polygenism, a belief that “races” of people could be ranked by levels of development, with white Europeans being at the top level of development and African people being at the bottom. Polygenism was used by proponents of slavery to justify enslaving people who they sought to prove were genetically inferior.

During the June 16, 2020 Council meeting, the Flagstaff City Council directed staff to begin the process of renaming Agassiz street. Staff began by hosting four virtual town hall meetings from August to September of 2020 to gather a list of new street name suggestions from the public. A list of 56 name suggestions and their accompanying rationales was then vetted by City of Flagstaff GIS section, Coconino County, Emergency Services and the Postal Office to ensure that they could be used safety as a street name. Eighteen name suggestions remained after this vetting process, with the most common reason for a name suggestion to be excluded being that there was already an existing street within the City or County limits that was very similar.

After the list of name suggestions was finalized, City staff ran a survey on Community Forum from October 19 – November 3, 2020 in which the public voted on their first choice out of the list of 18 name suggestions. An overview of the votes received for each name suggestion is included in the attached presentation and the Name Suggestions Listing document.

Attachments: Ord. 2020-32
Final Presentation
Final_Listing of Name Suggestions

ORDINANCE NO. 2020-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, CHANGING THE NAME OF AGASSIZ STREET TO WC RILES; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the existing name of Agassiz Street has strong racist connotations and is considered by some to be offensive; and

WHEREAS, the City of Flagstaff is vested with control over its streets, its street names and addressing thereof.

ENACTMENTS:

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

SECTION 1: That the name of Agassiz Street be changed to W.C. Riles.

SECTION 2: That the street name change take effect upon the adoption of this Ordinance.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Agassiz Street Renaming

Public Outreach & Survey Results

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Background & Council Direction

Date	Action
June 16	Council Discussion & Direction to rename Agassiz St.
Early Sept.	Postcard sent to property owners
Late August – Late Sept.	Virtual Town Hall Meetings
10/19 – 11/3	Survey published on Community Forum

Estimated Costs

- 26 new street signs & associated work
  - $9800
- Potential compensation to affected property owners
  - 116 addresses total
    - Optional - no right of property owners to compensation/ reimbursement

Agassiz Street Renaming

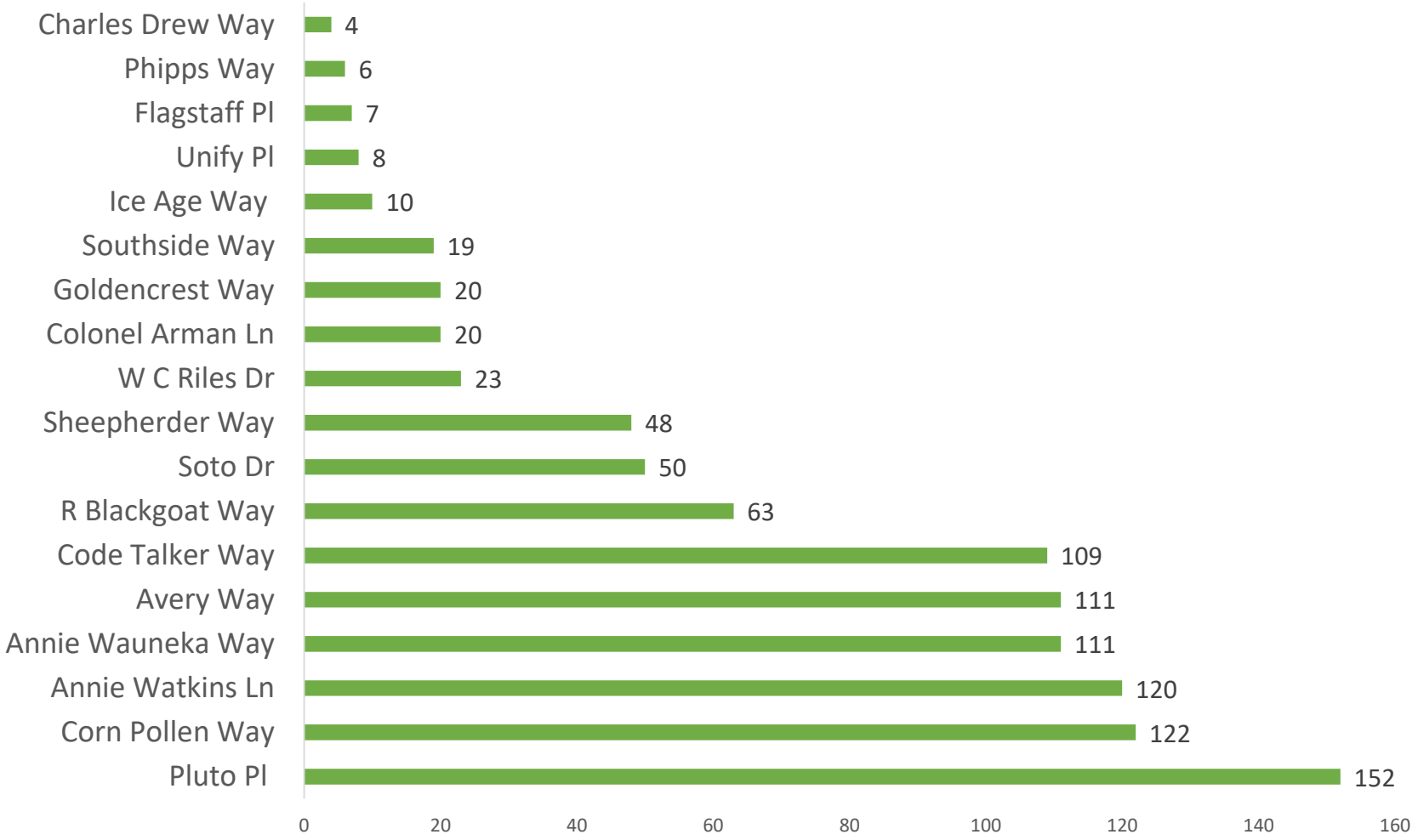
Name Suggestions/ Vetting Process

- 56 name suggestions gathered from the community
- Vetting process to ensure names could be implemented safely
  - City of Flagstaff GIS
  - Coconino County
  - Emergency Services
  - Postal Office
- 18 name suggestions remaining

Agassiz Street Renaming

Survey Results

- Survey was available for two weeks
- Disseminated through:
  - Community Forum announcement
  - Social media posts
- 1003 responses



Agassiz Street Renaming

Rationales of Top 5 Results

Pluto Pl

152 Votes Received

- Well-known name within an established connection to Flagstaff that is associated with positivity

Corn Pollen Way

122 Votes Received

- A sacred element used in many Indigenous healing ceremonies in this region
- Related to exercising behaviors and thinking which reflect our responsibility to respect and care for each other

Annie Watkins Ln

120 Votes Received

- The first African American teacher hired by Flagstaff Unified School District after desegregation in 1956
- During the Jim Crow era of suppressing black voters, Annie was a crusader to register voters

Annie Wauneka Way

111 Votes Received

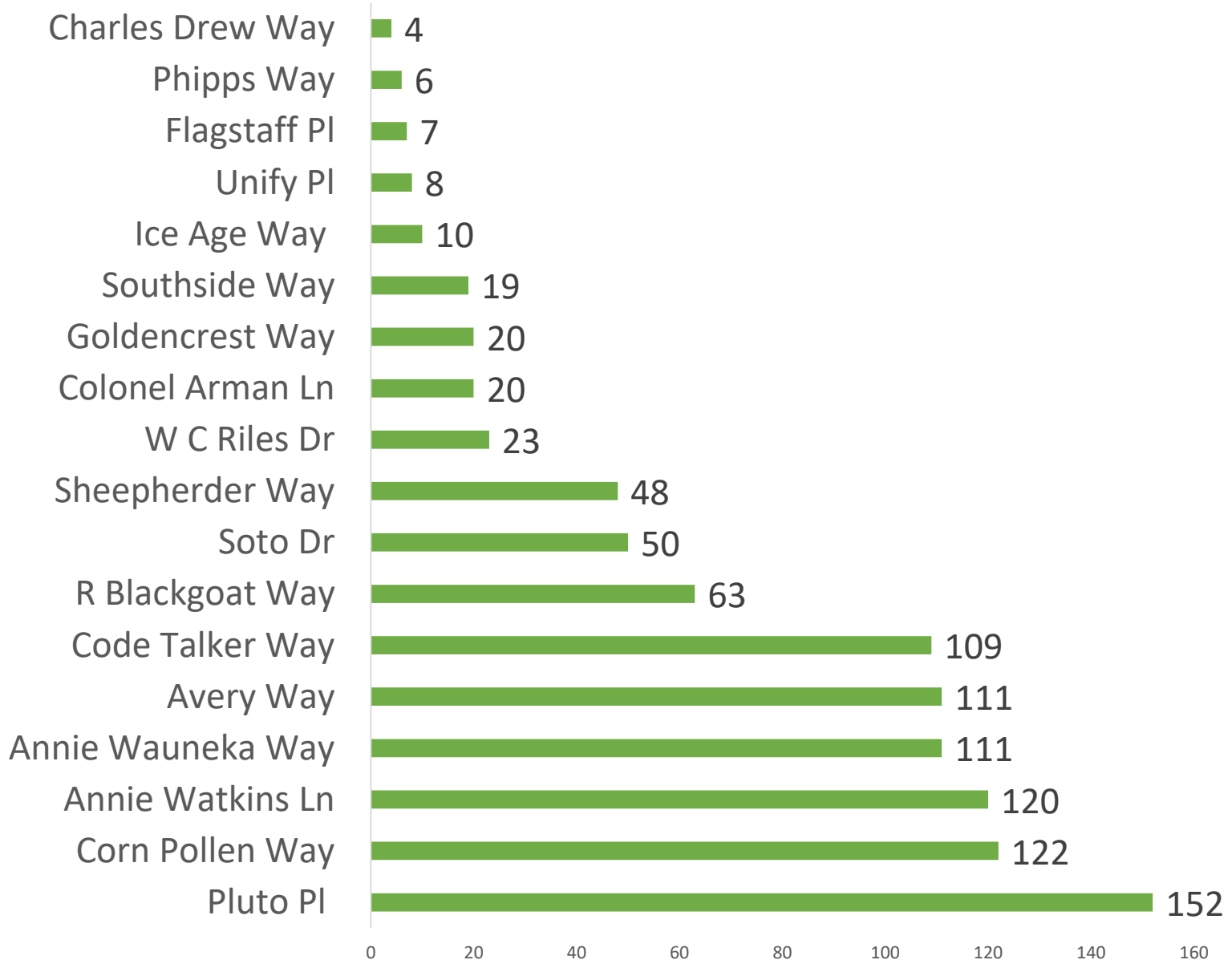
- Pioneered healthcare and education initiatives on the Navajo Nation
- Greatly affected by the 1918 influenza and dedicated her life to improving healthcare on the Navajo Nation

Avery Way

111 Votes Received

- A physician in Flagstaff that passed away several years ago from an accident at Lake Powell
- Grew up in Flagstaff and was a neurosurgeon in town

Questions/ Council Direction



TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Agassiz Street Renaming

New street name suggestions and accompanying rationales submitted by community members.

Suggestion	Rationale	Votes Received
Pluto Pl	Pluto is a well-known name that has an established connection with Flagstaff. It Is easy to spell and say and brings up positive feelings and pride!	152
Corn Pollen Way	The name honors the diverse Indigenous peoples and nations who have lived here on this land since time immemorial. Corn Pollen is a sacred element used in many Indigenous healing ceremonies in this region to restore harmony among people and other-than-people beings who co-exist on this earth. Corn Pollen is also used as an offering to other-than-people beings to acknowledge appreciation of their spirit and physical natures (such as for their gifts as food and/or medicine) or when human-derived and natural disturbances occur to their existence. For Navajo people, our elders often impart stories with the reminder to stay on the "corn pollen road" by exercising behaviors and thinking which reflect our relational responsibility to respect and care for each other. In this time of 2020, we need this reminder here in our community. We need to continue working toward healing and creating a healthier community where all people, especially our communities of color, are respected and feel like they belong. This is why I'd like the Council to consider the name Corn Pollen Street or Corn Pollen Way.	122
Annie Watkins Ln	Annie Watkins was the first African American teacher hired by Flagstaff Unified School District after desegregation in 1956. She had a more than 30-year teaching career in Flagstaff. Annie was the granddaughter of freed slaves and was an active member of the Flagstaff Southside Community. During the Jim Crow era of suppressing black voters, Annie was a crusader to register voters and make sure black residents were registered and able to vote here in Flagstaff. Annie has deeply touched so many of us in this community and has created a legacy worthy of having a street named in her honor.	120
Annie Wauneka Way	Annie Wauneka (1910-1997) pioneered healthcare and education initiatives on the Navajo Nation. She was greatly affected by the 1918 influenza outbreak and at the age of 8 she survived and helped to care for those who were ill. She dedicated her life to improving healthcare for the Navajo Nation. She was the first Native American to receive the Presidential Medal of Freedom in 1963 and was inducted into the National Women's Hall of Fame in 2000. Flagstaff's culture and history is intrinsically intertwined with the Navajo Nation. This year especially during a global pandemic that has heavily affected our town and the Navajo Nation, I would like to see Flagstaff honor her legacy to improve healthcare on the Navajo Nation and the greater Northern Arizona community.	111
Avery Way	Nathan Avery was a physician in Flagstaff that passed away several years ago from an accident at Lake Powell. He grew up in Flagstaff and was a neurosurgeon here. He was highly respected. His office was on Verde Street, a block away from Agassiz.	111
Code Talker Way	In honor of the Navajo Code Talkers in WWII.	109
R Blackgoat Way	Mrs. Blackgoat was a well-known, widely travelled, and strong spoken iconic Diné matriarch, environmentalist and activist. She was deeply committed to living by traditional teachings and values and assisted her medicine man husband with gathering herbal medicines, learning and holding ceremonial songs and prayers, and tracking stars and astronomical bodies as they pertained to seasons, ceremonies, balance and healing. In 1965, when her husband was killed in a car accident, Roberta became a single mother to six children.	63
Soto Dr	The street would be named in honor of Marcelino Soto and his contributions to countless community members that called Flagstaff home. As an immigrant, Marcelino sought to create wealth from his hard work starting as a shepherd and working to become a ranch owner and land developer. He worked tirelessly to help women and minorities living in and around the Southside neighborhood keep their homes (with financial assistance), and new residents to the Southside community find homes so that they could live in his beloved community.	50

Sheepherder Way	The name change should reflect an awareness and appreciation of the people who were here throughout history and stand in direct contradiction to Agassiz' beliefs. In an effort to recognize the indigenous peoples of the area (Navajo, Hopi), while keeping the street name easy to remember, Sheepherder reflects the traditional and current practices of many Navajo and Hopi. It also is a representation of Flagstaff's history, which outside of the lumber industry, thrived with a rich sheepherding culture.	48
W C Riles Dr	Wilson C. Riles was principal of the Paul Laurence Dunbar School during the 1940s and early 1950s. A graduate of Arizona State Teachers College (Northern Arizona University), he was also the president of the NAACP and a radio talk show host during his years in Flagstaff. Riles was originally from Louisiana and was recruited by Mrs. Cleo Murdoch to work for the Dunbar school. In 1952-53, Riles and Superintendent Sturgeon Cromer worked to desegregate Flagstaff city schools. It was agreed that the segregated Dunbar school would close at the end of the 1954 spring semester, and that Dunbar students would join other neighborhood students at the South Beaver School, which had been segregated for Mexican/LatinX students since the 1920s. Riles moved to Northern California in the 1950s and was elected State Superintendent of Public Instruction for the state of California in 197 - the first Black person elected to a major office in California since the 1800s.	23
Colonel Arman Ln	Arman Peterson, son of A.C. Peterson (professor of political science and sociology for whom NAU's Peterson Hall is named), grew up in Flagstaff. He was on Flagstaff High School's varsity basketball and track teams and was also class valedictorian and student body president. At Arizona State Teachers College (today NAU) he was elected student body president --- twice --- and received the coveted Lowell Award for outstanding scholarship. Following graduation from ASTC in 1936 he joined the Army Air Corps where he passed the difficult hurdles to become a fighter pilot and then a test pilot. He rose through the ranks quickly after Pearl Harbor and in May 1942, following his promotion to major, was given command of the new 78th Fighter Group. In December 1942 the Group went to England and in June 1943 Peterson was promoted to colonel at the age of twenty-eight. His fighter group included 1,700 personnel and seventy-five P-47 Thunderbolts, all based at Duxford, England. Word quickly spread that the "Fighting Arizona Colonel" led every combat mission from 78th Fighter Group in his P-47 named "Flagari" (for "Flag" staff "ari" zona, his beloved "old home town"). Every time his pilots fought in the air, Colonel "Pete" led the way. Soon he had over twenty-five combat missions and could have rotated back to the U. S. However, he was shot down over the Netherlands and killed on his forty-third mission on July 1, 1943. The loss of such a popular, promising, and valiant young man stunned the Flagstaff community where he was known and admired by everyone. Colonel Peterson was awarded several medals posthumously: The Silver Star for gallantry in the air; The Distinguished Flying Cross for extraordinary achievement in aerial flight; The Air Medal with Three Oak Leaf Clusters for meritorious achievement in aerial flight against the enemy; and The Purple Heart. The importance of Arman Peterson to the Flagstaff community was perhaps best illustrated by the late Arizona Daily Sun editor Randy Wilson. Wilson's article about Arman Peterson, "A favorite son lost …", appeared on July 1, 2018, the 75th anniversary of Peterson's death --- just six days before Wilson passed away unexpectedly. This was the last major article Wilson wrote for the Arizona Daily Sun.	20
Goldencrest Way	Based on what I can see from Google Street View, there is a stand of oak trees at the crest, where the street meets Elm Street. During Fall, I suspect these oaks provide a golden crest to the street, (soon to be) formerly known as Agassiz.	20
Southside Way	When I heard that Agassiz street would finally be renamed, I immediately thought this would be a great opportunity to rename the street in honor of someone that Agassiz considered inferior.	19
Ice Age Way	No rationale given.	10
Unify Pl	Time for unity and no racism	8
Flagstaff Pl	No rationale given.	7
Phipps Way	Phipps Way would be named after Dr. Mamie Phipps Clark. Dr. Phipps Clark was a pioneer in psychology. Her career focus was on identity development; racial self-consciousness; racism and segregation; psychological and educational testing; counseling psychology.	6

Charles Drew Way	Charles Richard Drew was an African American physician who developed ways to process and store blood plasma in "blood banks." He directed the blood plasma programs of the United States and Great Britain in World War II but resigned after a ruling that the blood of African Americans would be segregated. He died on April 1, 1950.	4

9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Tamara Lawless, Water Conservation Manager

Co-Submitter: Erin Young

Date: 11/24/2020

Meeting Date: 12/01/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-64: A resolution adopting the Water Conservation Strategic Plan.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-64 by title only
2) City Clerk reads Resolution No. 2020-64 by title only (if approved above)
3) Adopt Resolution No. 2020-64

Executive Summary:

This Water Conservation Strategic Plan (Plan) was developed in response to a request from the Flagstaff City Council to expand and improve water conservation efforts at the City of Flagstaff (City). This Plan aims to determine the appropriate investment in conservation-derived water savings in order to defer costly future water supply development and infrastructure, including the unintentional impacts to the collection system and increasing waste stream strength and solids loading at the City's two Wastewater Treatment Plants. To this end, the Plan provides an assessment of current and future water conservation actions to ensure that conservation dollars and staff time are invested in strategies that provide the best return on investment and coverage of all sectors of the Flagstaff customer base. This final version of the Water Conservation Strategic Plan is being submitted to City Council to consider for possible adoption by Resolution.

Financial Impact:

The initiatives included in the Optimized Conservation program recommends an additional annual investment of $45,000 annually. Of this investment, $15,000 would be directed toward an additional part-time staff person. Due to the current recession plan in response to the Covid-19 pandemic, the hiring of all new staff is on hold.

Over the next 20 years, the implementation of the Water Conservation Strategic Plan is projected to defer significant costs in new water supply and save an additional 690 acre-feet of water over existing water-conserving actions.

Policy Impact:

The Water Conservation Strategic Plan was developed in alignment with the Utilities Integrated Master Plan Water Policies adopted by Council in 2014, specifically those policies in Section D, Water Conservation. Adoption and Implementation of the Strategic Plan will result in staff bringing forward proposals to update policy or City Code as appropriate to align with the Strategic Plan.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs
- Actively manage and protect all environmental and natural resources
- Provide environmental community outreach, education, and volunteer opportunities
- Implement, maintain and further the Climate Action and Adaptation Plan (CAAP)

Regional Plan

- Policy E&C.4.2. Develop water use policies that attempt to integrate current best projections of climate change effects on the Colorado Plateau's water resources and emphasize conservation.
- Policy WR.2.1. Develop and adopt an integrated water master plan that addresses water resources, water production and its distribution, wastewater collection and its treatment, and reclaimed water treatment and its distribution.
- Policy WR.2.3. Develop programs to minimize lost and unaccounted for water to acceptable levels.
- Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures.
- Policy E.1.7. Support policies and programming that reduce electricity, natural gas, and water consumption in order to conserve natural resources and reduce financial costs.

Has There Been Previous Council Decision on This:

- December 3rd, 2019: Council gives Water Conservation staff direction to move forward with final draft of Water Conservation Strategic Plan draft utilizing Optimized Conservation Program
- November 27, 2018: Council approves public outreach approach for Water Conservation Strategic Plan
- April 17th, 2018: Council approves contract for Water Conservation Strategic Plan
- December 13th, 2016: Council discusses strategies for accelerating Water Conservation Program, including additional staffing and funding for a planning document

Options and Alternatives:

- Adopt the Water Conservation Strategic Plan in its current state
- Adopt the Water Conservation Strategic Plan with revisions
- Request revisions to the current draft and ask staff to bring a new draft forward for Council consideration and adoption at a future date.

Background/History:

In FY18, Water Services allocated $75,000 in funding to implement an innovative water conservation plan to improve long-term water conservation planning. During fiscal years FY19 and FY20, the Water Conservation Program worked with Maddaus Water Management Inc. (MWM) to assess current and future water conservation actions in order to ensure that conservation dollars and staff time are invested in strategies that provide the best return on investment and coverage of all sectors of the Flagstaff customer base. To this end, all Water Conservation Program activities were assessed for return on investment using a computational model. In addition, Water Conservation staff worked with community stakeholders to build an "Optimized Conservation Program" which was presented to the Flagstaff City

Council on December 3rd, 2019.

Since that time, the Water Conservation Program worked with MWM on the final draft of the Water Conservation Strategic Plan. This included the narrative of the methodology for the model; all graphs, charts, and tables; summaries of the public outreach process; descriptions of all current and future conservation measures; historic trends; and future demand projections. Staff also solicited review of the final plan document from the Advisory Committee. After review of feedback, staff have prepared a final version of the Plan for City Council to consider adopting by Resolution.

In 2016, the Water Resources & Conservation Section collaborated with the Sustainability Section to propose reframing the Water Conservation Program in order to transform Flagstaff into a water wise leader. One proposed output of this collaboration was the development of an innovative water efficiency plan to guide both the City and the Community. In many cases, water conservation can be a community's most economical water source. In fact, water conservation actions since 1990 have been successful in delaying the need for an additional water supply by at least a decade, which has provided a significant financial savings in avoided costs. To continue to develop and advance these gains, the City Council awarded funds in FY18 to create a Water Conservation Strategic Plan to assess and improve the Water Conservation Program in order to meet the following goals:

1. Become a national leader in water conservation in all sectors (former Council Goal)
2. Generate quantitative water conservation savings projections for use in Water Resources Master Plan
3. Provide conservation guidance for next water rate study
4. Ensure water conservation program expenditures result in broad community participation and return on investment

The Water Conservation Program partnered with Maddaus Water Management (MWM) to build a quantitative computational model that utilized inputs from Flagstaff (such as water consumption and production, production costs, economic trends, and climate data) to generate predictions on future water savings and expenses for various water conservation actions. The model provided outputs such as water saving projections and cost benefit analyses for various conservation actions and projected demand as the Flagstaff community continues to grow.

Along with modeling the current conservation program activities, conservation staff and MWM also modeled 10 activities to be considered in the future, which were selected with assistance from community stakeholder groups. When building the Optimized Conservation Program, staff and MWM considered both return on investment and coverage of community customer categories. The new actions that were selected included Smart metering, outdoor water budgeting, school retrofits, and two code proposals: a revision of the landscaping code and a new code to require EPA WaterSense approved toilets, showerheads and faucets in new developments in City of Flagstaff.

Key Considerations:

Formal adoption of the plan will provide staff with the decision-making framework for managing the water conservation program projects, budget, and staffing.

Conservation is often the least expensive future water supply. Small investments in water conservation during the present pays large dividends in the future.

Community Benefits and Considerations:

One important aspect of building the Optimized Conservation Program was ensuring participation from all sectors of the Flagstaff community. This reconfiguration of the Program along with the additional funding will ensure expanded participation from Flagstaff businesses as well as both K-12 and higher education institutions.

Additionally, research shows that continued investment into conservation helps keep water rates lower than they would be without conservation efforts.

Community Involvement:

An important aspect of the strategic planning process was the inclusion of stakeholder collaboration during all essential planning stages. Public participation included representatives from local nonprofits (ex: Sierra Club, Terra BIRDS, Master Gardeners), neighborhood associations (ex: Southside, La Plaza Vieja), commercial interests (ex: Warner's, Flagstaff Lodging, Restaurant, and Tourism Association), and also members of the general public.

Engagement opportunities included general outreach at the 2018 and 2019 Flagstaff Festival of Science, routine engagement with our Water Conservation Strategic Plan Advisory Committee, the selection and consultation of a broader stakeholder group, and an online survey. These interactions provided us with invaluable assistance in the process of narrowing down the original
list of potential conservation actions, along with insight on the customization of these actions for best application in the Flagstaff community. In addition, the stakeholder groups provided feedback on the Optimized Conservation Program and on water conservation in Flagstaff from a broader lens.

After the first several rounds of stakeholder collaboration, staff from COF and MWM evaluated current conservation activities using the model. This initial assessment indicated that there was room to improve the return on investment in the current conservation program initiatives. As an example, two initiatives that were selected for improvement were the current rainwater container and toilet rebate programs. The toilet rebate program can be optimized by only incentivizing more
efficient toilets with efficiencies that exceed the local code of 1.28 gallons per flush and by lowering the total rebate amount provided and the rainwater container measure can be absorbed into general outreach activities while reducing staff time investment by forging community partnerships.

Expanded Options and Alternatives:

When the draft content of the Water Conservation Strategic Plan was brought before Council in December of 2019, staff revealed that the Plan would allow Flagstaff to apply for certification through the Alliance for Water Efficiency's Leaderboard. As of September 2020, Flagstaff has been added to the Leaderboard with Gold Status. Flagstaff is the first Arizona water utility to be added to the Leaderboard.

Attachments: Res. 2020-64
WCSP Draft
Slides

RESOLUTION NO. 2020-64

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ADOPTING THE WATER CONSERVATION STRATEGIC PLAN

RECITALS:

WHEREAS, the City of Flagstaff recognizes the critical importance of water conservation in long-term water resource planning; and

WHEREAS, projected water conservation savings allow the City of Flagstaff to confidently delay water resource infrastructure investments; and

WHEREAS, the City of Flagstaff wishes to be a national leader in water conservation; and

WHEREAS, the City of Flagstaff Water Conservation Program worked with Maddaus Water Management to model and assess water conserving actions across the Flagstaff community; and

WHEREAS input from the Water Commission, steering committees, and the general public was actively sought during the strategic planning process to select appropriate conservation actions from those modeled; and

WHEREAS the Flagstaff City Council approved the actions outlined in the Optimized Conservation Program on December 3, 2019 for inclusion in the final draft of the Water Conservation Strategic Plan; and

WHEREAS the Optimized Conservation Program outlined in the Water Conservation Strategic Plan is projected to defer approximately $160 million in new water supply costs and save an additional 690 acre-feet of water over existing water-conserving actions over the next 20 years.

ENACTMENTS:

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

SECTION 1. The City of Flagstaff hereby adopts the Water Conservation Strategic Plan, attached hereto as Exhibit A.

SECTION 2. That the Water Services Division makes use of the Water Conservation Strategic Plan in long-term water resource planning.

SECTION 3. That the Water Conservation Program implements the measures and recommendations in the Water Conservation Strategic Plan.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. Water Conservation Strategic Plan

DRAFT



City of Flagstaff

WATER CONSERVATION STRATEGIC PLAN

FLAGSTAFF WATER SERVICES

WATER RESOURCES & CONSERVATION

2020

CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882



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ACKNOWLEDGMENTS

The authors of this report would like to thank the following participants for supporting the City of Flagstaff's Water Conservation Strategic Plan. The Plan was developed as a partnership between the City of Flagstaff, its stakeholders, and Maddaus Water Management Inc.

Flagstaff City Council
- Coral Evans, Mayor
- Adam Shimoni, Vice Mayor
- Austin Aslan, Councilmember
- Jim McCarthy, Councilmember
- Charlie Odegaard, Councilmember
- Regina Salas, Councilmember
- Jamie Whelan, Councilmember

Flagstaff Water Commission
- John Malin, Chair
- Ward Davis, Vice Chair
- Malcolm Alter, Commissioner
- Elizabeth Christy, Commissioner
- Timothy Ellsworth Bowers, Commissioner
- Ben Ruddell, Commissioner

City of Flagstaff
- Nicole Antonopoulos, Sustainability Director
- Cara Corbin, Water Conservation Aide
- Sara Dechter, Comprehensive Planning Manager
- Lisa Deem, Water Services Management Analyst
- Amy Hagin, Parks Manager
- Brad Hill, Water Services Director
- Gail Jackson, Economic Vitality
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- Gillian Thomas, Coconino Master Gardener Association
- Bellicia Vaiza, Flagstaff Arts & Leadership Academy
- Rob Vane, Flagstaff Water Group



LIST OF ABBREVIATIONS AND ACRONYMS

Acct	account
ADWR	Arizona Department of Water Resources
AF	acre-feet
AFY	acre-feet per year
AMI	advanced metering infrastructure
AWE	Alliance for Water Efficiency
AWWA	American Water Works Association
AWWARF	American Water Works Association Research Foundation
COM	commercial
CII	commercial, industrial, and institutional
DSS Model	Demand Side Management Least Cost Planning Decision Support System
FY	Fiscal Year
GPCD	gallons per capita per day
gpd	gallons per day
gpf	gallons per flush
gpm	gallons per minute
IBC	International Building Code
MF	multifamily
MWM	Maddaus Water Management Inc.
NRW	non-revenue water
REST	restaurant
SF	single family
USBR	United States Bureau of Reclamation
WET	Arizona Project Water Education Today
WUE	water use efficiency

EXECUTIVE SUMMARY

This Water Conservation Strategic Plan (Plan) was developed in response to a request from the Flagstaff City Council to expand and improve water conservation efforts at the City of Flagstaff (City). This Plan aims to determine the appropriate investment in conservation-derived water savings in order to defer costly future water supply development and infrastructure. To this end, the Plan provides an assessment of current and future water conservation actions to ensure that conservation dollars and staff time are invested in strategies that provide the best return on investment and coverage of all sectors of the Flagstaff customer base.

To complete the Plan, the City's Water Conservation Program employed Maddaus Water Management Inc. (MWM) to meet the following overarching goals:

1. Become a national leader in water conservation in all sectors (Council goal)
2. Generate quantitative water conservation savings projections for use in Water Resources Master Plan
3. Provide conservation guidance for next water rate study
4. Ensure water conservation program expenditures result in broad community participation and return on investment

During the strategic planning process, 11 conservation activities (referred to as "measures" in the modeling effort) were selected from the Water Conservation Program's current actions and then were assessed for return on investment using MWM's quantitative benefit-cost computational model. In addition, Water Conservation staff worked with community stakeholders to select 11 additional conservation strategies that the program and utility could consider for the future. These additional activities also were processed through the model. The stakeholder engagement process was assisted by consultants from Southwest Decision Resources, who helped to recruit participants from groups throughout the Flagstaff community.

After considering several combinations of current and future conservation activities, the Water Conservation Program and MWM compiled a selection that provided both good return on investment and coverage of all customer classes. This new combination of water conserving actions is known as the Optimized Conservation Program. When implemented, this new program will provide the best return on investment for conservation dollars spent; save the City money by avoiding future water production and supply costs; and accomplish the City Council's goal of being a leader in water conservation. Another outcome of this planning effort that will contribute toward demonstrating Flagstaff's national leadership in water conservation is the alignment of this plan with the elements of the Alliance for Water Efficiency G480 Leaderboard.[1]

Optimized Conservation Program – Proposed Program Overview

By combining new initiatives with existing programs as part of a comprehensive strategy for long-term savings, the Optimized Conservation Program is expected to save approximately 690 additional acre-feet (AF) of water over the next 20 years at an additional annual investment of $45,000. This is in addition to the 1,300 AF the Current Conservation Program is expected to save if it continues operating as it has been. This quantification of water savings over the next 20 years will be critical information for the Water Resources Master Plan.

The new water conservation programming includes proposed code changes, partnerships with K-12 and higher education institutions, opportunities for research and innovation, and expanded outdoor efficiency opportunities such as outdoor water budgeting for large irrigated areas.

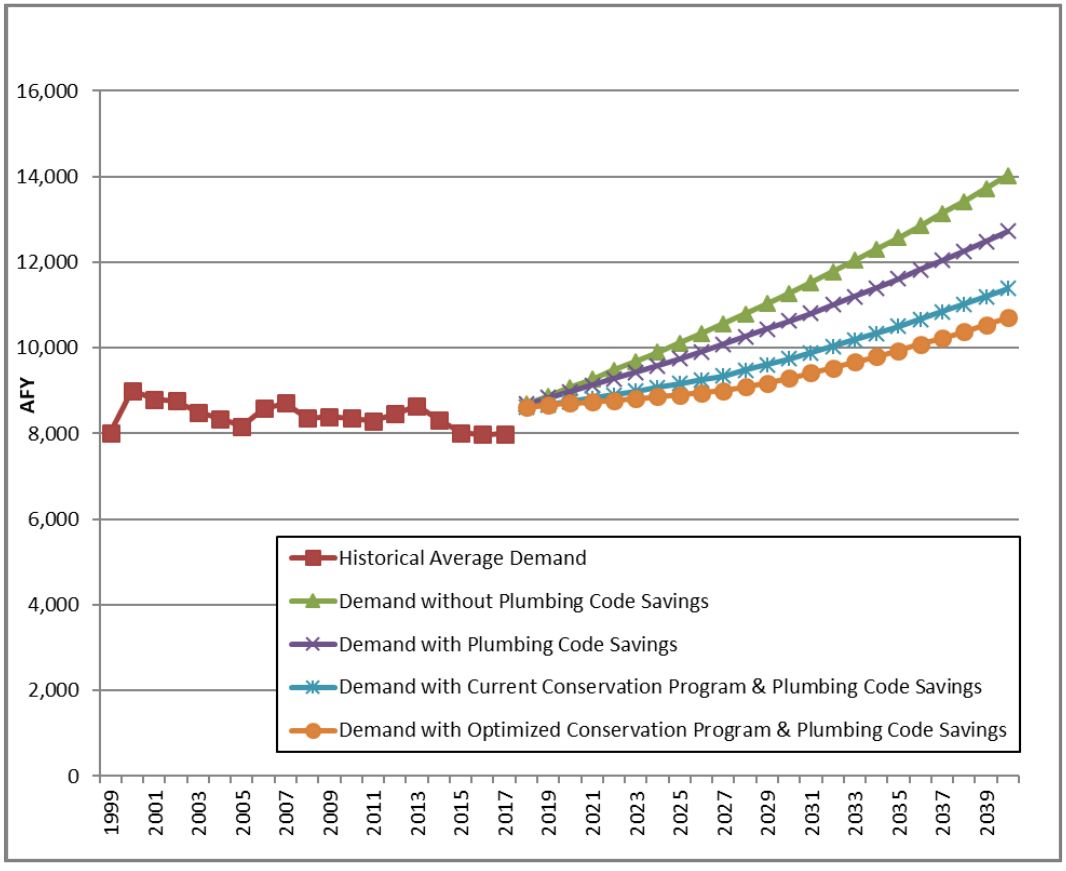
[1] G480 Standard and AWE Leaderboard web page: https://www.allianceforwaterefficiency.org/resources/topic/g480-standard-and-awe-leaderboard

All the measures that make up the Optimized Conservation Program are listed as follows and described in more detail in Section 5.3:

- Public Outreach and School Education
- Innovation, Research, and Pilot Studies
- Prohibit Water Waste and Practices
- System Water Loss Control
- Smart Meters
- Water Rates (Pricing)
- Outdoor Water Budgeting
- Water Efficient Landscape Rebate
- Landscape and Rainwater Retention Code
- Commercial Rebates and Consultations
- School Retrofits
- Residential Indoor Water Consultations
- High Efficiency Fixture Giveaway w/Spray Nozzles
- High Efficiency Toilet Rebate (New)
- Hot Water Recirculation Code
- Showerhead and Faucet WaterSense Code

The following figure presents historical and projected water demands for both the Current and Optimized Conservation Programs, along with the demand with and without plumbing code savings. Plumbing code elements include current local, state, and federal standards for retrofits of items such as toilets, showerheads, faucets, and pre-rinse spray valves.

Figure ES-1. City of Flagstaff Historical and Projected Potable Water System Demands



1 PROJECT BACKGROUND



The City of Flagstaff began earnest water conservation efforts in 1988 with a Water Conservation Ordinance that defined four levels of Water Availability Strategies as well as an enforceable definition of wasting water. The Water Conservation Program was established in 2003 in response to water deliveries exceeding safe production capability in the summer of 2002. While conservation regulations existed before that time, that summer was a watershed moment. After this event, the City elected to implement Water Availability Strategy 1: Water Awareness at all times, which required every-other-day watering based on the physical address.

The Program is presently managed by two full-time staff and up to four part-time staff. Current conservation strategies include toilet, lawn, and rainwater harvesting rebates; a watering ordinance to lower peak demand and promote efficiency; tiered water rates for residential customers; water "consultations" for commercial and residential customers; and outreach and educational events throughout the year.

In January 2017, the Flagstaff City Council set a goal to amplify the City's conservation efforts to become more than just an Arizona leader. Later in 2017, the City was awarded first place in the National Mayor's Challenge in Water Conservation hosted by the Wyland Foundation. The City's current goal is to continue strengthening efforts as a national leader in water conservation in all sectors. To assist with this goal, the City hired Maddaus Water Management to evaluate the City's current conservation strategies, to suggest improvements for optimizing programmatic costs and water savings, and to adjust existing or add new conservation activities.



1.1 Overview of City of Flagstaff and Its Municipal Water System

Located on the southern edge of the Colorado Plateau, Flagstaff is the regional center and county seat for Coconino County. It is the largest city in northern Arizona with approximately 75,000 residents, 30,000 of whom are students at Northern Arizona University. At an elevation of 7,000 feet, Flagstaff is one of the highest elevation cities in the United States. There are on average 288 days of sunshine each year, and though the climate is semi-arid, 23 inches of precipitation fall annually, including an average 100 inches of snowfall. Recent years have shown some shifts in precipitation patterns. Examples include instances where more precipitation fell as rain rather than as snow and the 2019 monsoon season which was the driest on record.[2] In an average year, the City of Flagstaff's potable water supply consists of 70% groundwater and 30% surface water.

The City has nearly 15,000 single family residential water meters, 3,400 multifamily meters, and just over 2,000 non-residential meters. In 2016, single family homes used 36% of potable water, multifamily residences used 22%, and commercial properties used 26%. Water demand per capita has decreased by 47% since 1989, making per capita water use among the lowest in the state. Even though population has increased by 64% since 1989, total water production has remained steady. This reduction in per capita use has contributed to lower than anticipated flows in some sections of the city's gravity-fed sewer system along with an increase in the ratio of solids to liquids, which has been a growing challenging for the existing treatment infrastructure to process.

1.2 Modeling Future Water Conservation Scenarios

Maddaus Water Management's Least Cost Planning Decision Support System (DSS Model) prepares long-range, water demand and conservation water savings projections to assess the impact of water efficiency programs. First developed in 1999 and updated continuously, the DSS Model is an end-use model that breaks down total water production (i.e., water demand in the service area) into specific water end uses (toilets, faucets, irrigation, etc.). This "bottom-up" approach allows for detailed criteria to be considered when estimating future demands, such as the effects of natural fixture replacement, plumbing codes, and conservation efforts. The purpose of using end-use data is to enable a more accurate assessment of the impact of water efficiency programs on demand. An additional purpose is to provide a rigorous and defensible modeling approach that is necessary for projects subject to regulatory or environmental review.

The DSS Model can use one of the following combinations of savings projection models: 1) a statistical approach to forecast demands (e.g., an econometric model), 2) a forecasted increase in population and employment, 3) predicted future demands, or 4) a demand projection which is input into the model from an outside source. The DSS Model also evaluates conservation measures using benefit-cost analysis with the cost of water saved and benefit-cost ratio as economic indicators. The quantitative analysis is performed considering both benefits and costs from the perspective of the utility and the City's customers. For example, the model accounts for the cost to the customer or the utility to implement the measure as well as the benefit to the customer or the utility in dollars and water saved. For the City of Flagstaff, the baseline potable demand without plumbing code savings used in this project was developed using the fourth option above—demand projection input from an outside source. The demand projection used was the demand published in the Arizona Department of Water Resources's (ADWR) Designation of Adequate Water Supply 2013,[3] which is one scenario of many published in the Annual Report to the Water Commission.

More background information about the DSS Model can be found in Appendix A.

[2] Average Flagstaff monsoon season produces 8.31 inches of precipitation; the 2019 season produced only 2.08 inches.

[3] https://www.flagstaff.az.gov/2263/Adequate-Water-Supply-Designation

1.3 Purpose and Scope of Strategic Plan

This purpose of this Plan is to provide a comprehensive water conservation strategy for the City of Flagstaff for the 2018-2040 time period. The scope of the plan included the following tasks:

- Provide quantitative analysis of existing water conservation programming
- Identify new water conservation opportunities
- Determine prospects for leveraging City resources through partnership funding and identify potential challenges
- Leverage local stakeholders for technical and community perspectives and recommendations to Commissions and City Council
- Assess various water conservation actions for their feasibility and affordability
- Consider mid- to long-term water supply concerns due to population growth and climate change
- Evaluate the City's customer billing rates and structures for their effectiveness at promoting conservation and against other regional and national leaders in water conservation
- Demonstrate City of Flagstaff's commitment to water conservation on the state and national scale

The Plan also incorporates the following overarching goals:

- Long-term benefits – reinforce the positive impact of water conservation on water supplies and infrastructure investments.
- Community empowerment – outline actions that can be taken by all sectors of the community to achieve water efficiency and provide guidance on how the City of Flagstaff can best support all sectors in achieving these goals.
- Social Equity – detail impacts on different communities and groups in Flagstaff, and how the implementation will reach and benefit all members of the Flagstaff community.
- Community Values – inspire a conservation ethic/identity for City staff, residents, and businesses.



1.4 Plan Development and Project Timeline

In late 2017, the City of Flagstaff issued a Request for Proposals seeking a qualified consultant to develop a complete Water Conservation Strategic Plan. After a review and scoring by senior staff of the proposals received, the City awarded the contract to MWM.[4] A Professional Services Agreement was completed by all parties on May 3, 2018, including a draft work plan and timeline.

Between May 2018 and January 2019, the City worked closely with MWM to compile extensive historical data on the region, the City's service area, conservation measures, production, consumption, weather, and various census data points. Together, these formed the foundation for the DSS Model. The City project team utilized the template Data Collection Workbook provided by MWM to compile and verify data. This effort was assisted by an additional outside consultant group, Montgomery & Associates, who were able to assess bulk data from the City's customer billing system and combine all meters associated with the same address into one customer data point. Prior to this effort, large customers, such as medical facilities or large apartment complexes, were listed as multiple users in the dataset due to the property having multiple service meters, which affected the accuracy of an analysis. The project team at MWM verified and tested data against historical records to ensure measure design logic and accuracy throughout development of the DSS Model.

[4] http://maddauswater.com/

MWM reviewed existing City practices and procedures to create a comprehensive list of water use conservation measures currently in place. MWM also reviewed relevant literature and practices of other agencies to determine potential measures that could be implemented by the City. MWM used its master potential measures database and followed the process outlined in the American Water Works Association (AWWA) Manual *M52 Water Conservation Programs – A Planning Manual* (AWWA, 2017).

In August 2018, the City met with MWM to discuss the model, method and approach to screening measures; how to conduct public outreach; and next steps. In September 2018, the City received the Measure Screening Template. The City developed screening criteria including water savings potential, account saturation, equitability, community and social acceptance, and feasibility of implementation related to cost and staff time. Then, City staff screened 130 potential conservation measures and began the outreach process to seek stakeholder input on the screened conservation measures.

After further review and sorting by the project team at MWM, a list of potential water use conservation measures was developed and presented to the City Water Commission in March 2019. The City Council approved the list of conservation measures to be modeled on April 30, 2019.

Throughout the planning process, the City and MWM conducted conference calls and online meetings, to complete the DSS Model, which is a robust design for each of the 22 measures modeled. In the model, for each measure the City identified staff time, fixture costs, applicable customer classes, time period of implementation, measure life, administrative costs, end uses, end-use savings per replacement, and a target number or percentage of accounts per program year.

Based on the approved measures, the presentation of results to the Advisory Committee and Water Commission for review and feedback, and the completion of the DSS Model, the City-recommended Optimized Conservation Program was presented to and approved by the City Council on December 3, 2019. At this time, the City Council gave staff direction to proceed with finalizing the Optimized Conservation Program.

The draft and final versions of the Water Conservation Strategic Plan were developed from 2018-2020. A final draft of the Plan was presented for public review to the City Council on December 1st, 2020 and final comments were incorporated into this document.

Summary List of Milestones Completed in the Planning Process for Adoption and Implementation:

- Prepare Draft Work Plan and review timeline
- Identify current and potential Water Use Efficiency (WUE) measures with the Stakeholder Group and outreach efforts
- Determine full cost of current WUE measures
- Conduct cost-effectiveness/benefit-cost analysis on WUE measures
- Set goals and priorities
- Identify strengths and weaknesses for current and potential WUE measures
- Prepare draft program scenarios for City Council consideration and direction
- Prepare Draft Water Conservation Strategic Plan and bring to City Council for public comment
- Finalize Water Conservation Strategic Plan
- Finalize Implementation Plan
- Implement, monitor, and evaluate performance versus model results

1.5 Public Participation in the Strategic Planning Process

The City of Flagstaff Water Conservation staff, with support from the City Council, embarked on a diverse strategy of stakeholder engagement over the course of the strategic planning process, including the screening of conservation measures. This effort involved convening an Advisory Committee and a broader Stakeholder Group; garnering input from the general public; and working with a local facilitation consulting group to ensure successful public outreach. Details in the Acknowledgements outlines who participated in leading this effort and

the specifics of the public outreach efforts, such as visual aids presented and survey language used, is located in Appendix D – Public Outreach Details.

1.5.1 Advisory Committee

The Advisory Committee was comprised of community stakeholders with a direct link to water conservation and a technical or professional interest in the topic. Members came from the following public interest groups:

- Water Commission
- Sustainability Commission
- Commercial Landscaping Industry
- Northern Arizona University
- Sustainability Section
- Parks and Recreation Department
- Planning Department
- Economic Vitality Department
- Northern Arizona Building Association
- Hotels, Lodging, and Restaurant Industries
- Institute for Tribal Environmental Professionals

1.5.2 Stakeholder Group

The broader Stakeholder Group included all members of the Advisory Committee (as listed above) as well as the following groups:

- Coconino County Master Gardeners
- Southside Neighborhood Association
- Flagstaff Water Group
- Flagstaff Commercial Brewing Industry
- Coconino County Sustainable Building Program
- City of Flagstaff Convention and Visitor's Bureau
- Terra BIRDS
- Commercial Architecture Industry
- Commercial Property Management Industry
- Sierra Club
- Willow Bend
- Students from Flagstaff High School

1.5.3 Input from the General Public

Input from the general public was garnered throughout the strategic planning process. Venues for this feedback were as follows:

- Surveys
  - Online – City website/Strategic Plan page
  - In-person – handed out at Flagstaff Festival of Science 2019
- Public events
  - Open House – Flagstaff Festival of Science 2018
  - Tabling – Flagstaff Festival of Science 2019
- Neighborhood/club meetings[5]
  - Friends of the Rio de Flag
  - Sierra Club
  - Soroptimists
  - La Plaza Vieja Neighborhood Association



1.5.4 Key Outcomes from Public Outreach Effort

The stakeholder engagement over the course of the process provided the following guidance and direction for the Plan draft:

- Reduction of 38 conservation measures down to the final 22 measures for inclusion in the DSS Model
- Insights on how to build each future measure to fit the City of Flagstaff's needs

[5] Other clubs and interest groups were recruited over the course of the strategic planning process; those unable to meet with the conservation team during the draft completion process were recruited again later to discuss content of the final plan and implementation draft.

- Approval of the Optimized Conservation Program
- General feedback on importance of Water Conservation to the City of Flagstaff's community
- Ideas for the implementation of the Optimized Conservation Program, including opportunities and challenges

2 HISTORICAL AND CURRENT POTABLE WATER USE AND CONSERVATION EFFORTS

This section presents information about the analysis of the City's water use patterns, which was based on collected historical water production, consumption, and water loss data. Also provided is a summary of the City's past and current conservation efforts.

2.1 Historical Data Collection

Thorough collection and review of historical data relevant to this effort was organized into a Data Collection Workbook created for the City by MWM. This workbook was populated by City staff and reviewed collaboratively with MWM. The following table presents the data topics and data items requested, gathered, and stored in the City's Data Collection Workbook.

Table 2-1. Data Collection Workbook Topics and Items Requested

Topic	Items Requested	
Historical Data	• Abnormal Years • Customer Category Descriptions • System Input Volume (Production) • Consumption and Accounts • Cost of Water • Maximum Day Demand	• Capital Improvements • Top 100 CII Users • SF Water Rates • COM Water Rates • COM Account Closures • SF Lot Sizes • Avoided Groundwater Costs
Demographic Data	• Population • Jobs	• Historical Weather • Unemployment
Conservation	• Conservation Targets • Historical Conservation • Water System Audits	• Water Loss Questionnaire • Landscape Area Measurement • CII Classification
Other	• New Development Ordinances	• ADWR Planning Guidance

Note: CII = Commercial, Industrial, and Institutional; SF = single family; COM = commercial.

Using monthly production, consumption,[6] and account values provided by the City, MWM and the City staff confirmed the number and types of customers within the City service area. Several follow-up data review actions were conducted by the City staff and/or MWM as a master City database was mined for valuable information and the unique customer categories to be tracked were identified. Data from each customer category was analyzed separately. Monthly production data from 1999 to 2017 was reviewed. Due to the labor-intensive process of extracting monthly use and account data by the selected customer categories, a smaller subset of monthly consumption data (2011 to 2017) was analyzed and used to derive typical average water use per account per day. Based on the City's water billing system, residential water use was further broken down into single family and multifamily categories. Historical data was segregated into indoor and outdoor water use by customer type using monthly billing data. Average daily commercial, institutional, and manufacturing water use

[6] Consumption data was pulled from Innoprise billing database and compared to numbers in each annual Report to the Water Commission. In cases where the total consumption published in the Report to the Water Commission and the data pulled from Innoprise differed for a particular category, an adjustment factor was applied to the Innoprise data. For example, if the Report to the Water Commission reported 10 AF for hypothetical customer category Breweries in 2015 and the Innoprise data showed 8 AF for Breweries in 2015, an adjustment factor of 1.25x was applied to all 2015 Breweries data.

was expressed on a gallons-per-account basis; restaurants and hotels were broken out of the commercial rate class.

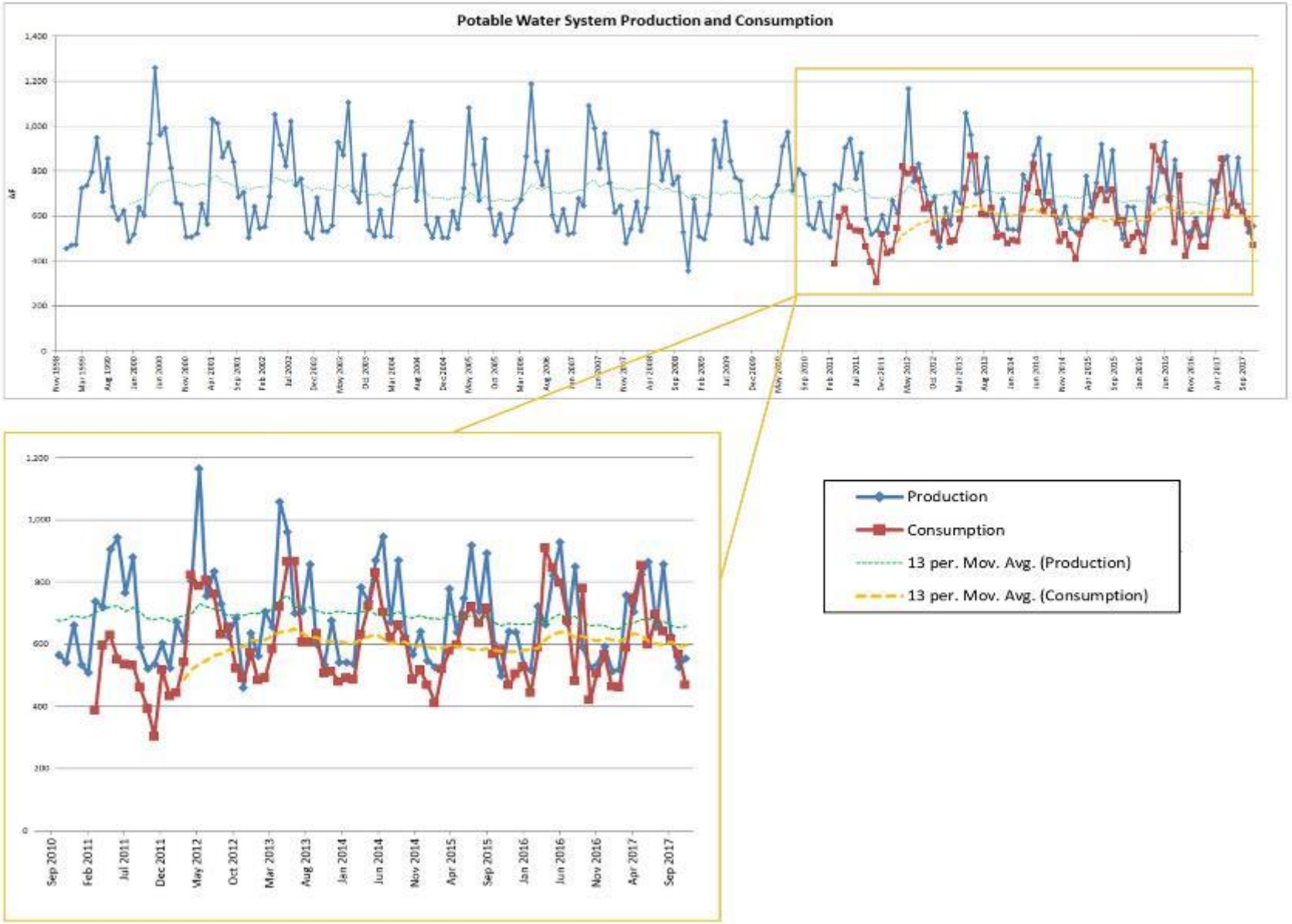
2.2 Production versus Consumption

The City's historical monthly potable water production and consumption data is illustrated in Figure 2-1 on the following page. In the figure, the City's monthly water production from groundwater and surface water sources is displayed from 1998 through 2017. Water production data was measured at the respective sources, whereas consumption data was measured at the customer meters. Consumption data was analyzed for the years 2011 through 2017;[7] data prior to 2011 was not readily available for the customer categories analyzed due to a change in City software. An average water loss of 11% non-revenue water (NRW) was estimated for 2014 through 2016 based on the difference between production and consumption.



[7] The process was so labor-intensive, another consulting group (Erroll L Montgomery & Associates Inc) was brought on board to assist in merging together all meters that belonged to a single address. Unfortunately, prior to this effort, every meter was listed as its own account. Therefore, a large customer, such as a medical facility, would be listed as multiple separate accounts rather than as a single user. It is also important to note that when the City switched billing software in 2016, there were a number of errors in the billing system and the importation of April 2011–April 2016 data from the old system was performed without significant quality control.

Figure 2-1. Potable Water Production and Consumption, 2011-2017



Note: Consumption data prior to April 2011 was not readily available for the customer categories analyzed.

2.3 Consumption by Customer Category

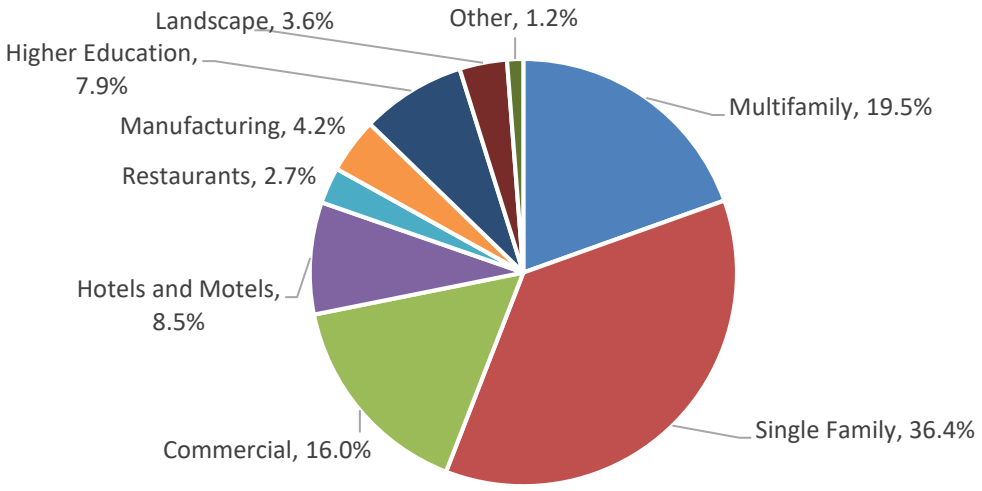
This section presents the City's potable customer categories and the distribution of water use among them. Historical monthly water use by customer category can be found in Appendix B.

The City has several types of potable water users with approximately 20,249 active connections, all of which are metered. For the purpose of this analysis, current and projected user categories are classified as follows:

- Single Family
- Multifamily
- Commercial
- Hotels and Motels
- Restaurants
- Manufacturing
- Higher Education
- Landscape
- Other

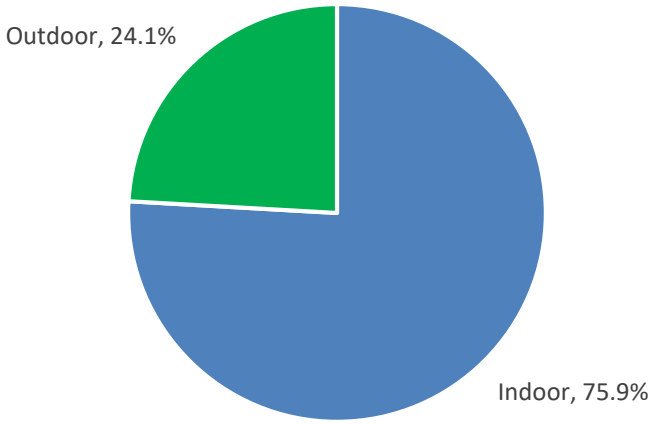
Figure 2-2 presents the water use profile of the various user categories' average annual billed consumption based on data from 2012-2017. It excludes 2016 for the Multifamily and Restaurants customer categories due to several months of software transition issues.

Figure 2-2. Average Potable Water System Consumption by User Category, 2012-2017



The same dataset from 2012-2017 was also analyzed to approximate the percentages of potable water used indoors and outdoors. According to the analysis provided for this Plan, approximately 76% of the City's potable water is used indoors. Figure 2-3 shows the breakdown of indoor and outdoor water consumption, based on the assumption that indoor use is approximately equal to winter consumption. While there may be a small amount of landscape watering in the winter or leakage from irrigation systems, it is assumed that this is less than 5-10% of winter water use.

Figure 2-3. Average Potable Water System Indoor versus Outdoor Overall Water Use, 2012-2017



2.4 Historic and Current Conservation Program

In 1988, the City of Flagstaff passed a Water Conservation Ordinance that established every-other-day irrigation requirements by physical address and defined four Water Conservation Strategy levels (later reduced to three in 2003) (Flagstaff City Code: 7-03-001-0014). Since the Water Conservation Program was established in 2003, it has provided a variety of rebates, including high efficiency washing machines, high efficiency toilets and urinals, rainwater catchment installations, and lawn conversions. In addition, the program has provided general water conservation outreach and free efficient fixtures, including showerheads, aerators, and pre-rinse spray valves. In 2011, the City also passed an amendment to the International Plumbing Code to require a maximum 1.3 gallons per flush for newly installed toilets (Ordinance 2011-12, July 19, 2011). This was followed by a 2013 amendment that required public facilities to install urinals with a maximum 1 pint flush (Ordinance 2013-19, August 26, 2013).[8]

As of 2019, the Water Conservation Program provides the following:

- Public Education and Outreach
    - Water Conservation staff conduct general outreach such as time spent on tabling, talks for schools and community groups, the annual Arizona Water Awareness Month and Wyland Foundation National Mayor's Challenge for Water Conservation efforts, and the annual partnership with Arizona Project Water Education Today (WET).[9]
- Water Conservation Ordinance Enforcement
    - Staff drive or bike around town in the summer months to ensure that residents are abiding by the every-other-day watering code. Enforcement strategy includes an initial conversation with the resident to remind them of the code (and provide them with materials such as a magnet with the watering schedule and a hose nozzle) then escalates to a warning followed by a fine.

[8] All City of Flagstaff codes are published online: https://www.codepublishing.com/AZ/Flagstaff/

[9] https://www.projectwet.org/

- Water Efficient Landscape Conversions
    - Residents receive $0.25 per square foot of lawn that is replaced with low water plants. Applicants must provide a site plan of new plants, plants must cover approximately 50% of replaced space, and no more than 20% of the retrofitted area can be covered with rock.
- Rainwater Container Program
    - Staff receive barrels from Joy Cone (local ice cream cone manufacturer) and retrofit them into 55 gallon rain barrels. The barrels are then provided to residents who have attended a rain barrel workshop. Occasionally, 270 gallon containers are available from the water treatment plant for this purpose as well. Finally, if a resident installs an active rainwater capture feature with a capacity of more than 1,000 gallons, that resident is eligible for a $100 rebate.

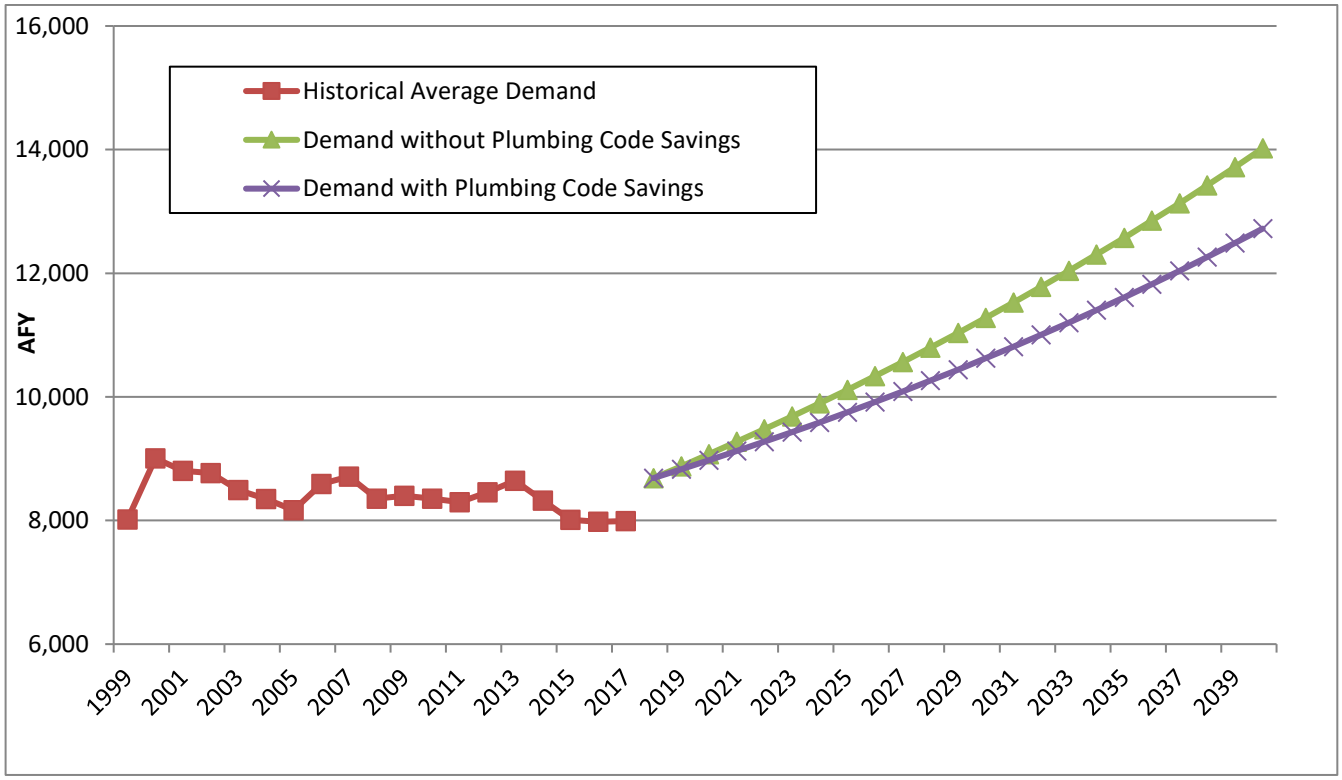


- Commercial Programming
    - Staff audit commercial businesses to assess fixture efficiency across an entire property. Then, these businesses are eligible to apply for rebates or to enroll in the Water Wise Business program.
- Residential Consultations
    - Staff audit residential homes to assess fixture efficiency. High efficiency showerheads and aerators are provided to any resident who wants them.
- High Efficiency Fixtures
    - High efficiency showerheads, aerators, and pre-rinse spray valves are provided to the public at no charge.
- High Efficiency Toilet Rebates
    - Residents can receive $50 for converting their pre-2009 toilet to a 1.3 gallons per flush (gpf) toilet. They can receive an additional $50 if the new toilet has a flush volume lower than 1.3 gpf.

3 BASELINE WATER DEMANDS

The Plan water and cost saving calculations are based on projected potable water demands for the City of Flagstaff. This forecast is based on the Arizona Office of Economic Opportunity's 2017 population estimate of 72,961, the City's growth rate of 2.2% over the decade (2000-2010), and a per capita water use estimate of 104 gallons per capita per day (GPCD). The 104 GPCD rate is the City's calculated 5-year average per capita water use across all uses. The baseline demand also includes the estimated 5-year average NRW of 11%. The assumptions that have the most substantial effect on future demands are estimated real water losses and residential and commercial use projections, including water fixture use. This includes estimates of average water use and longevity for fixtures and appliances. Additionally, local, state, and national plumbing codes and appliance standards for toilets, urinals, showers, and clothes washers are modeled by customer category. This yields two potable demand forecasts: one with plumbing code savings and one without plumbing code savings. The demand projection with plumbing code savings assumes that Water Services takes no further water conserving actions, but does benefit from local, state, and federal codes that limit water consumption across fixtures and devices. Since the plumbing code requires purchase of more efficient water fixtures, it is estimated that the City's customers will save 0.40% of their total demand each year as they replace older fixtures with new, more efficient ones.

Figure 3-1. Potable Water System Demand Projection to 2040



A more detailed summary of key assumptions used in the City's Potable DSS Model can be found in Appendix A – DSS Model Overview and Assumptions.

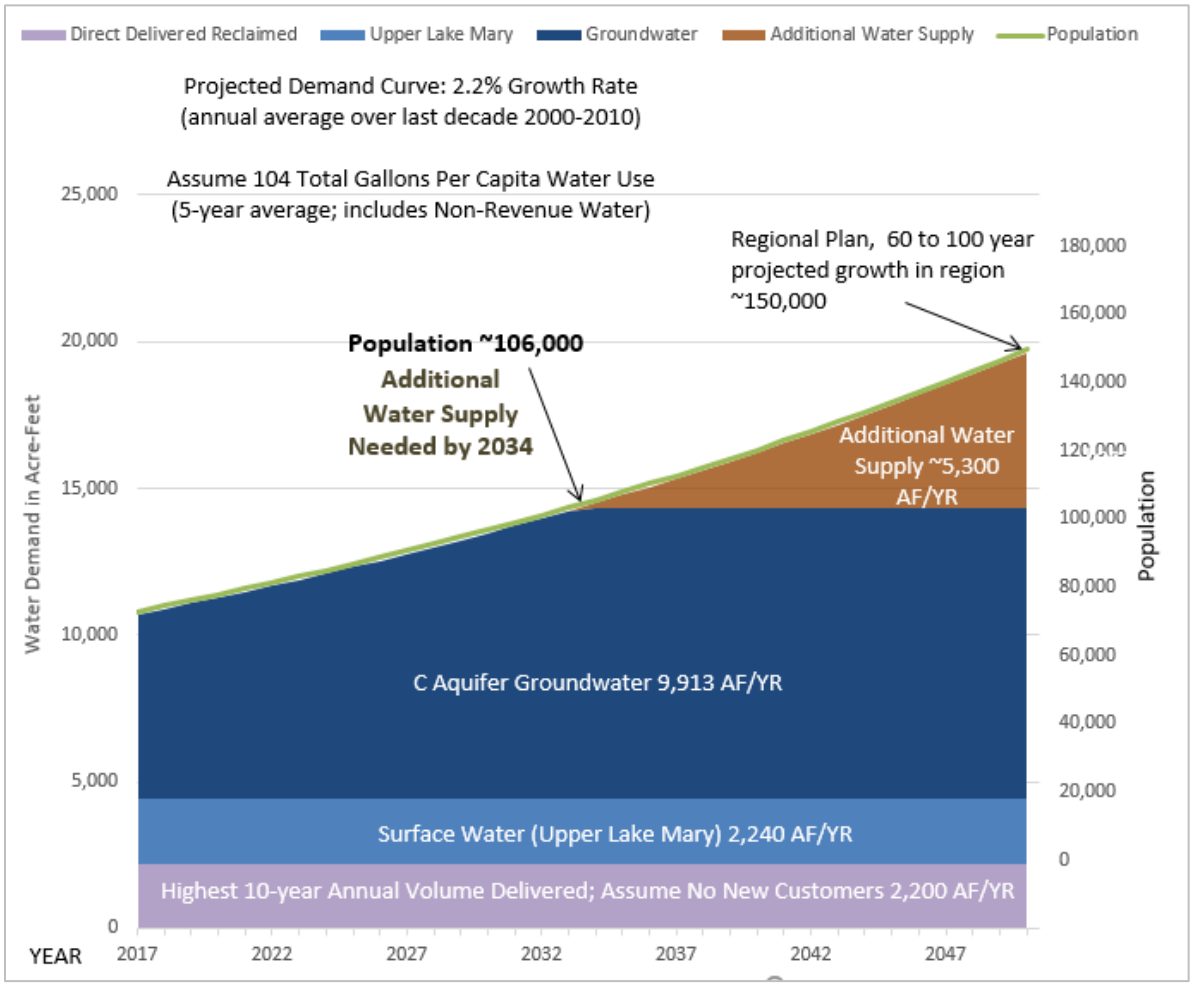
4 WATER CONSERVATION IN RESOURCE PLANNING

Water Conservation is regarded as equal to other water supply options in the City of Flagstaff's water resource planning efforts. As an example, beginning in the mid 1990s, the City started transitioning 2,000 AF of potable water a year (1/5 of total annual demand) to reclaimed water. When the City conducts supply and demand forecasting analyses, the estimated water made available through conservation is a part of the supply portfolio. This is evident in the Water Resources Chapter of the City's 2011 Utilities Integrated Master Plan (City of Flagstaff, 2011) and will be included again as a supply in the 2020-2021 update.

4.1 Water Conservation as a Source of Supply

One way the City evaluates conservation as a supply is by comparing water supply needs against different per capita water use scenarios. Figure 4-1 illustrates the City's current water supply strategy. For example, ADWR issued the City a Designation of Adequate Water Supply in 2013. The Designation identified 9,913 AFY (acre-feet per year) of local groundwater (Lake Mary, Woody Mountain and local well fields), 3,585 AFY from Upper Lake Mary, 16,500 AFY from Red Gap Ranch, and 2,212 AFY of reclaimed water as available supplies to meet 100 years of projected water demand. While ADWR does not include scenario planning in the Designation, water demand is based upon a historical population growth projection of 1.44% annually. The City incorporates a gallon-per-capita reduction due to conservation against this growth projection to plan for water supplies accordingly. The updated Water Resources Master Plan will be the first to base future supply needs on a robust analysis of water conservation in the community.

Figure 4-1. Future Water Supply and Demand Forecast, 2020–2050



4.2 Recommendation for Further Study of Flagstaff Water Rates

Water Rate Studies are often performed every two to five years. The City last completed a Water, Sewer and Stormwater Rate Study in 2015. Periodic rate studies ensure that revenue can keep pace with utility costs. If rates are not increased for years at a time, utilities often have to implement large increases to "catch-up" to actual expenses. These large increases are politically challenging, making it best practice to implement small yearly increases rather than no adjustments for several years followed by a large increase.

Looking ahead to the City's next rate study (scheduled to occur in FY21), following the completion of this Water Conservation Strategic Plan, the City should explore rate pricing objectives that include conservation, affordability, equity, simplicity, and revenue stability. Both the future estimates for conserved water and stakeholder feedback on pricing objectives should be used to inform rate structure design. Two requests were made by stakeholders during the strategic planning process for consideration in the City's next rate study:

1. Higher rates on water used outdoors (e.g., landscape meters, sewer usage estimates)
2. Tiered rates for customer classes outside single family residential

It is important to note that other utilities have found the implementation of tiered rates for non-residential classes challenging due to the non-homogenous needs of non-residential customers. The City should explore these topics with stakeholders to ensure that a future rate design fits the community's desires. Given that the City's leadership and stakeholders have committed to conservation as a critically important future water supply, the next rate study should evaluate pricing models that encourage conservation while keeping in mind social equity.

5 CONSERVATION MEASURE EVALUATION

An important step in updating the City's water conservation program included identification of new measures (or water conserving actions) that could be appropriate for the City of Flagstaff to consider.

5.1 Initial Screening of Conservation Measures

A thorough screening process was necessary to achieve a short enough list of measures for evaluation in the DSS Model. The initial review of the list of 130 measures was conducted by Water Resources and Conservation Section staff using the following qualitative criteria:

- Water Savings Potential – emphasis on measure's ability to reduce water use and current level of saturation
  - Higher savings = 5 (e.g., high end use water savings, low saturation), lower savings = 0 (e.g., low end use savings, or very saturated)
- Quantifiable – can verify and quantify water savings for dollars spent
  - Emphasis on measures where water savings can be accurately predicted
- Cost/Benefit – can verify and quantify avoided cost of water savings for dollars spent on the conservation program
  - Highly quantifiable/cost-effective = 5 (e.g., substantial evidence exists to demonstrate reliable, accurate conservation savings), measure savings not quantifiable/high cost-to-savings ratio = 0
- Longevity of Measure – emphasis on savings lifetime/reliability
  - Permanent = 5 (e.g., codes and technological changes ensure future reliable savings); short, temporary savings/behavioral change = 0
- Community Preference – emphasis on willingness to participate, out of pocket expenses, equity/perceived fairness, aesthetics
  - High expected participation = 5, low expected acceptance/reject mandatory participation = 0
- Feasibility – emphasis on ability to achieve objectives/staff time/financial ability
  - Fully within City capacity/legally possible = 5, fatally flawed = 0 (e.g., insurmountable obstacle to implementation, not in City's control)
- Additional Benefits – emphasis on achieving additional goals including reduction in energy/greenhouse gas emissions and/or reduction in peak season use, providing valuable customer service, or other non-quantifiable benefits (e.g., behavioral change, public awareness)
  - Contributes to City's goals/programs (e.g., Climate Action Plan, Low Impact Development, Water Quality) and/or multiple benefits = 2, singular or very limited benefits = 0

This process allowed staff to narrow down the list to 38 potential measures (including those in the Current Conservation Program) for further input. The second round of measure screening, which was provided by the Advisory Committee, Stakeholder Group and general public input, is detailed in the following section.

5.2 Advisory Committee, Stakeholder Group, and General Public Screening of Conservation Measures

After the City of Flagstaff Water Resources Section staff reduced the measures down to a list of 38, the Advisory Committee, the Stakeholder Group, and members of the general public provided input on which measures were the highest priority to the City of Flagstaff's community. This input was gathered through public surveys and community meetings. Community members were asked to review the list of measures and to indicate their preferences. The end result of these efforts was the reduction of the measure list from 38 to 22. Much of this work was facilitated by the team at Southwest Decision Resources, a local consulting group with expertise in facilitating public input for strategic planning processes. Full details on the public outreach efforts, such as visual aids and survey language, are located in Appendix D – Public Outreach Details.

5.3 Conservation Measures Analyzed

The measures that were included in the modeling effort were selected by City staff and members of the public via the processes in the previous two sections. These two processes were shaped by both utility need and community preference. As an example, the challenges for the municipal sewer system that were described in section 1.1 steered the process toward more outdoor measures and away from measures such as gray-water retrofits that remove needed effluent from the system. The following is the list of the 22 conservation measures analyzed in the DSS Model, along with brief descriptions of each.

Current Measures

- ***Public outreach and school education***
  - General public outreach, including tabling, social media, public presentations
- ***Prohibit water waste and practices***
  - Enforcement of the Water Conservation Ordinance
- ***Tiered water rates***
  - Water gets more expensive as usage increases for single-family residential meters
- ***Water efficient landscape rebate***
  - Customers receive a rebate for converting from lawn to low water landscaping
- ***System water loss control***
  - Check system for leaks, verify meter accuracy, theft prevention
- ***Rainwater container program***
  - Barrels and totes provided for free, rebate provided for large installations
- ***Commercial rebates and consultations***
  - Commercial properties surveyed for efficiency, rebates available for efficiency upgrades
- ***Residential indoor water consultations***
  - Residential properties surveyed for efficiency
- ***High efficiency fixture giveaways***
  - High efficiency showerheads, aerators, and pre-rinse spray valves provided for free
- ***Hot water recirculation code***
  - Hot water recirculation required in new construction as of 2020
- ***High efficiency toilet rebate (current)***
  - Toilet conversion rebates, higher rebates for older toilets

Potential Future Measures

- ***Innovation research and pilot studies***
  - Pilot project to explore innovative technologies or practices for conservation
- ***SmartMeters***
  - Implementation of SmartMeters across the system and utilization of the data collected for efficiency
- ***Outdoor water budgeting***
  - Outdoor water budgeting software for high volume irrigators
- ***Landscape and rainwater retention code***
  - Improvement of landscape code and plant list for conservation outcomes
- ***WaterSense showerhead and faucet code***
  - Amend plumbing code to require WaterSense certification in new developments
- ***School retrofits***
  - Partner with K-12 and higher education institutions to improve water use efficiency
- ***Government building retrofits***
  - Retrofits of City owned properties to improve water efficiency
- ***Hot water recirculation retrofits***
  - Provide rebates for existing buildings to add hot water recirculation systems
- ***Low income leak assistance***
  - Provide financial assistance for low income customers to address leaks
- ***Submetering***
  - Submeter apartments and/or individual businesses in strip malls
- ***High efficiency toilet rebate (new)***
  - Only rebate toilets than exceed the plumbing code standards

5.4 Comparison of Individual Conservation Measures

Presented here are the potential water saved and financial investment required for each conservation measure. Cost and benefit categories in this section are defined as follows:

- Utility Costs – those costs that the City as a water utility will incur to operate the measure, including administrative costs.
- Utility Benefits – the avoided cost of producing water at a uniquely identified rate for potable and reclaimed water. Information about these values can be found in the Avoided Cost discussion presented in Appendix A, Section A.5.5 Assumptions about Avoided Costs.

Table 5-1 presents a comparison of the different measures and their cost of water saved. The column headings in the table are defined as follows:

- Present Value (PV) of Utility Costs and Benefits ($) – the present value of the 22-year time stream of annual costs or benefits, discounted to the base year. The measures start in the years as specified for each measure shown in Appendix E. Utility costs include administrative costs and staff labor.
- Utility Benefit to Cost Ratio – this is the PV of Utility Costs divided by PV of Utility Benefits over 22 years.
- Cumulative Water Savings 2018-2040 (AF) – water saved in acre-feet over the analysis period.
- Water Savings in 2040 (AFY) – water saved in acre-feet per year. The year 2040 is the selected endpoint of this planning effort.
- Cost of Savings per Volume of Water Saved ($/AF) – this is the PV of Utility Costs over 22 years divided by the 22-year water savings. The analysis period is 2018-2040. This value is compared to the utility's avoided cost of water as one indicator of the cost effectiveness of conservation efforts. It should be noted that this value somewhat minimizes the cost of savings because program costs are discounted to present value, but water benefits are not.

MWM conducted an economic evaluation of each water conservation measure using the DSS Model. Financial savings from reduced water demand was quantified annually and based on avoided costs provided by the City for both potable and reclaimed water sources. While each measure was analyzed independently, it is important to note that very few measures operate independently in the real world.[10] For example, Advanced Metering Infrastructure-based (AMI-based) irrigation and notification may lead to an outdoor survey or low water landscape retrofit. Higher efficiency indoor fixtures go hand-in-hand with indoor surveys and public education. It should also be noted that the water savings from Public Education are not double counted with other conservation measures. As a result, the costs appear significantly higher for Public Education than for other measures due to the minimal water savings estimated for the cost investment. However, other measures certainly would be less effective or possibly infeasible without an active Public Education program. Without

[10] Calculations are performed as if the measures were to be implemented on a stand-alone basis (i.e., without interaction or overlap from other measures that might address the same end use or uses). Savings from measures which address the same end use(s) are not additive; the model uses impact factors to avoid double counting when estimating the water savings from programs of measures. This is why a measure like Public Education may show a distorted cost in comparison to water saved. Most, if not all, measures rely on public awareness. However, it is important to note that water savings are more directly attributable to an "active" measure, like a toilet rebate, than a less "active" measure like public education/awareness that simply informs the community of active measures. Since interaction between measures has not been accounted for in this section, it is not appropriate to present totals at this point. However, the values presented do offer a close approximation of the cost effectiveness of each measure.

Public Education, customers would be unaware of other conservation measures and participation would likely plummet.

Additional information about the water reduction methodology, perspectives on benefits and costs, and assumptions about avoided costs, present value parameters, and measure costs and savings can be found in Appendix A – DSS Model Overview and Assumptions.

Table 5-1. Potable Water Conservation Measures – Estimated Water Savings and Financial Costs

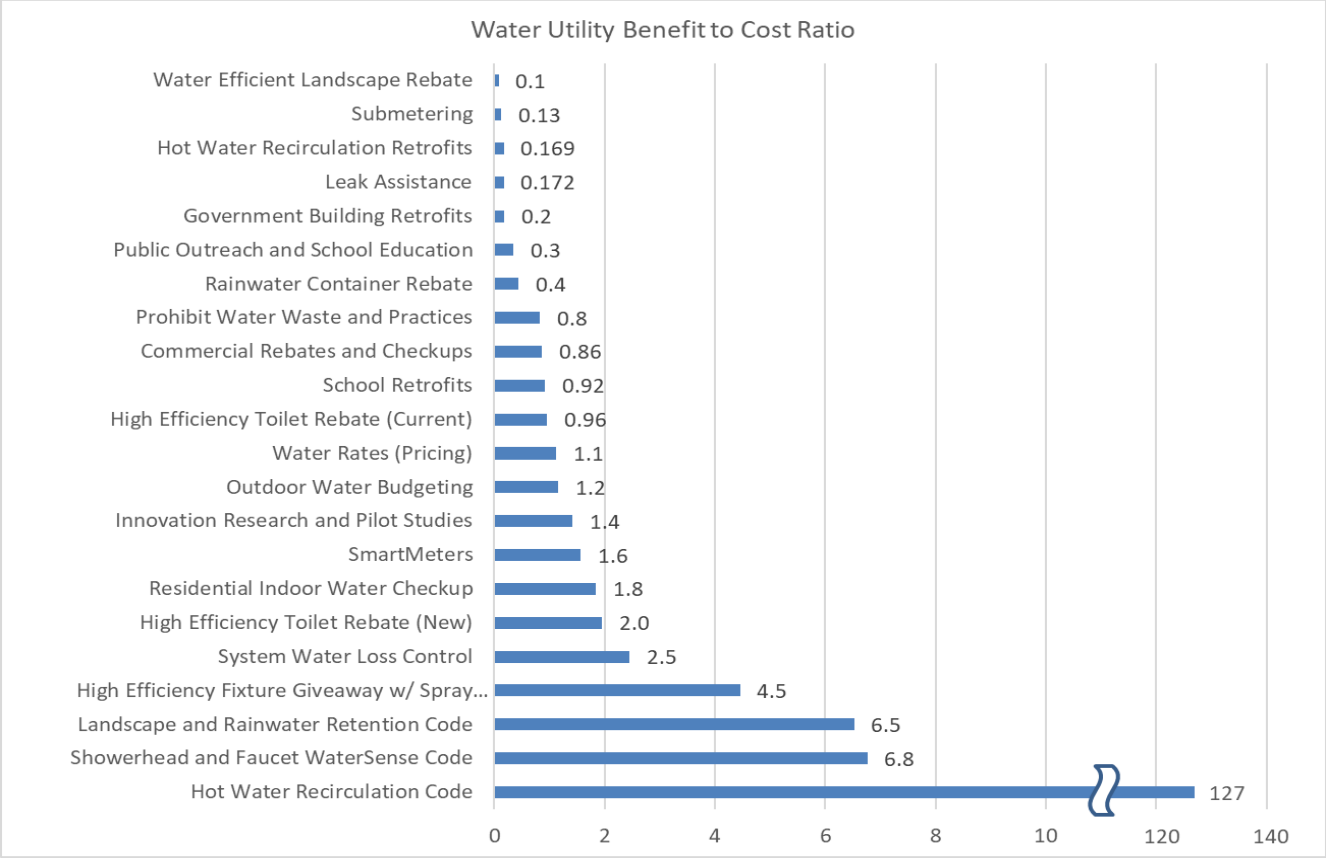
Measure	Present Value of Water Utility Benefits[1]	Present Value of Water Utility Costs[1]	Water Utility Benefit to Cost Ratio	Cumulative Water Savings 2018-2040 (AF)[2]	Water Savings in 2040 (AFY)[2]	Cost of Savings per Unit Volume ($/AF)[3]
Public Outreach and School Education	$695,000	$1,997,000	0.3	1,140	60	$1,750
Innovation Research and Pilot Studies	$92,000	$65,000	1.4	170	10	$390
Prohibit Water Waste and Practices	$106,000	$129,000	0.8	210	10	$630
System Water Loss Control	$2,996,000	$1,219,000	2.5	6,210	400	$200
SmartMeters	$1,793,000	$1,151,000	1.6	3,200	200	$360
Water Rates (Pricing)	$410,000	$367,000	1.1	7,130	630	$50
Outdoor Water Budgeting	$352,000	$303,000	1.2	780	70	$390
Water Efficient Landscape Rebate	$17,000	$224,000	0.1	40	3	$6,060
Rainwater Container Rebate	$129,000	$296,000	0.4	270	20	$1,080
Landscape and Rainwater Retention Code	$956,000	$147,000	6.5	2,130	210	$70
Commercial Rebates and Consultations	$800,000	$926,000	0.9	1,480	130	$630
School Retrofits	$318,000	$347,000	0.9	620	60	$560

Measure	Present Value of Water Utility Benefits[1]	Present Value of Water Utility Costs[1]	Water Utility Benefit to Cost Ratio	Cumulative Water Savings 2018-2040 (AF)[2]	Water Savings in 2040 (AFY)[2]	Cost of Savings per Unit Volume ($/AF)[3]
Government Building Retrofits	$26,000	$141,000	0.2	50	4	$2,850
Residential Indoor Water Consultations	$61,000	$33,000	1.8	100	10	$330
High Efficiency Fixture Giveaway w/ Spray Nozzles	$524,000	$118,000	4.5	930	60	$130
High Efficiency Toilet Rebate (Current)	$28,000	$29,000	1.0	40	2	$690
High Efficiency Toilet Rebate (New)	$230,000	$118,000	2.0	420	40	$280
Hot Water Recirculation Code	$893,000	$7,000	126.9	1,620	150	$4
Hot Water Recirculation Retrofits	$17,000	$102,000	0.2	30	3	$3,240
Showerhead and Faucet WaterSense Code	$1,334,000	$197,000	6.8	2,430	230	$80
Leak Assistance	$23,000	$135,000	0.2	40	3	$3,280
Submetering	$22,000	$169,000	0.1	40	3	$4,260

[1] Value is in current dollars of the total avoided costs (benefits) over the model analysis period of 22 years. Values are rounded to the nearest $1,000.
[2] Values are rounded to the nearest 10 AF.
[3] Values are rounded to the nearest $10/AF except the Hot Water Recirculation Code measure.

Figure 5-1 presents in graphical format the benefit-cost ratio of each Potable Water DSS Model conservation measure.

Figure 5-1. Comparison of Potable Water Conservation Measure Analysis Utility Benefit-Cost Ratios



6 CONSERVATION PROGRAM EVALUATION

After the conservation measures were evaluated for water savings and financial costs, they were placed together in various configurations, or programs. The programs were designed to illustrate the total costs and savings for the current water conservation program and for a future or "optimized" conservation program that had an improved benefit-cost ratio.

6.1 Selection of Conservation Measures for the Optimized Conservation Program

The following key items were taken into consideration during measure selection for the Optimized Conservation Program:

- Existing conservation measures
- Conservation measures recommended by AWWA, AWE, the United States Bureau of Reclamation (USBR), and others
- New and innovative measures
- Measure equitability among customer categories
- Customer demographics
- Alignment with the voluntary *AWWA G480-13 Water Conservation Program Operation and Management Standard* (AWWA, 2013)
- Coordination with AWE G-480 leaderboard review process for national recognition[11]

Using the data gathered, MWM created a list of all potential program concepts that were appropriate for the City's service area to meet future regulatory and conservation compliance mandates. The list included existing program elements and traditional conservation measures as well as concepts that had not been implemented or considered by the City yet. Factors for determining which measure should be in each program included budgeting, feasibility to implement the program, and the time at which each measure would need to be introduced to promote conservation efforts. Programs also needed to address water conservation across all relevant customer categories. The results of the program analysis were reviewed, at which point the City adjusted the program contents to determine which measures would be in either of the two conservation program scenarios. MWM then compiled descriptions and parameters of the programs.

These program scenarios were not intended to be rigid but rather dynamic and used to demonstrate the range in savings that could be generated if selected measures were run at the same time. When programs were analyzed, any overlap in water savings (and benefits) from individual measures was considered to provide a total combined water savings (and benefits).

Both of the modeled conservation programs are described below:[12]

- Current Conservation Program – Current conservation program with no changes (except to comply with 2018 International Building Code (IBC) code requiring hot water recirculation on all new development); includes 11 measures.
- Optimized Conservation Program – In addition to continuing most existing measures, this program includes measures that will be required by law, are more customer-centric, and are more innovative. For example, this program supports innovation research and pilot studies as well as incentivizing ultra-

[11] G480 Standard and AWE Leaderboard web page: https://www.allianceforwaterefficiency.org/resources/topic/g480-standard-and-awe-leaderboard

[12] An additional program scenario was analyzed that included all measures modeled in this effort for a total of 22 measures. This program scenario is not included in this Plan.

high efficiency toilets; includes 16 total measures. It is intended this is optimized program is reviewed annually for new innovative measures and technologies, whereas the City's program moves forward as a dynamic scenario that will evolve over time.

The following table presents the City's potable water system conservation measure program scenarios, indicating which measures were selected and modeled within each program.

Table 6-1. Selected Conservation Program Measures

Measures	Current Conservation Program	Optimized Conservation Program
Public Outreach and School Education	X	X
Innovation Research and Pilot Studies		X
Prohibit Water Waste and Practices	X	X
System Water Loss Control	X	X
SmartMeters		X
Water Rates (Pricing)	X	X
Outdoor Water Budgeting		X
Water Efficient Landscape Rebate	X	X
Rainwater Container Rebate	X	
Landscape and Rainwater Retention Code		X
Commercial Rebates and Consultations	X	X
School Retrofits		X
Residential Indoor Water Consultations	X	X
High Efficiency Fixture Giveaway w/Spray Nozzles	X	X
Current High Efficiency Toilet Rebate	X	
New High Efficiency Toilet Rebate		X
Hot Water Recirculation Code	X	X
Showerhead and Faucet WaterSense Code		X

6.2 Results of Potable Water System Conservation Program Evaluation

Figure 6-1 presents historical and projected water demand in AFY given multiple demand and conservation scenarios as well as the estimated annual savings in acre-feet per year. Plumbing code elements include current local, state, and federal plumbing code standards for retrofits of items such as toilets, showerheads, faucets, and pre-rinse spray valves. Additional details are presented in Appendix C in five-year increments for plumbing codes only with no active conservation activity and for plumbing codes with the various conservation programs. Also presented in Appendix C are City and customer benefit-cost ratios for each program as well as the present value of water savings and utility costs.

Figure 6-1. City Historical and Projected Potable Demand (AFY)

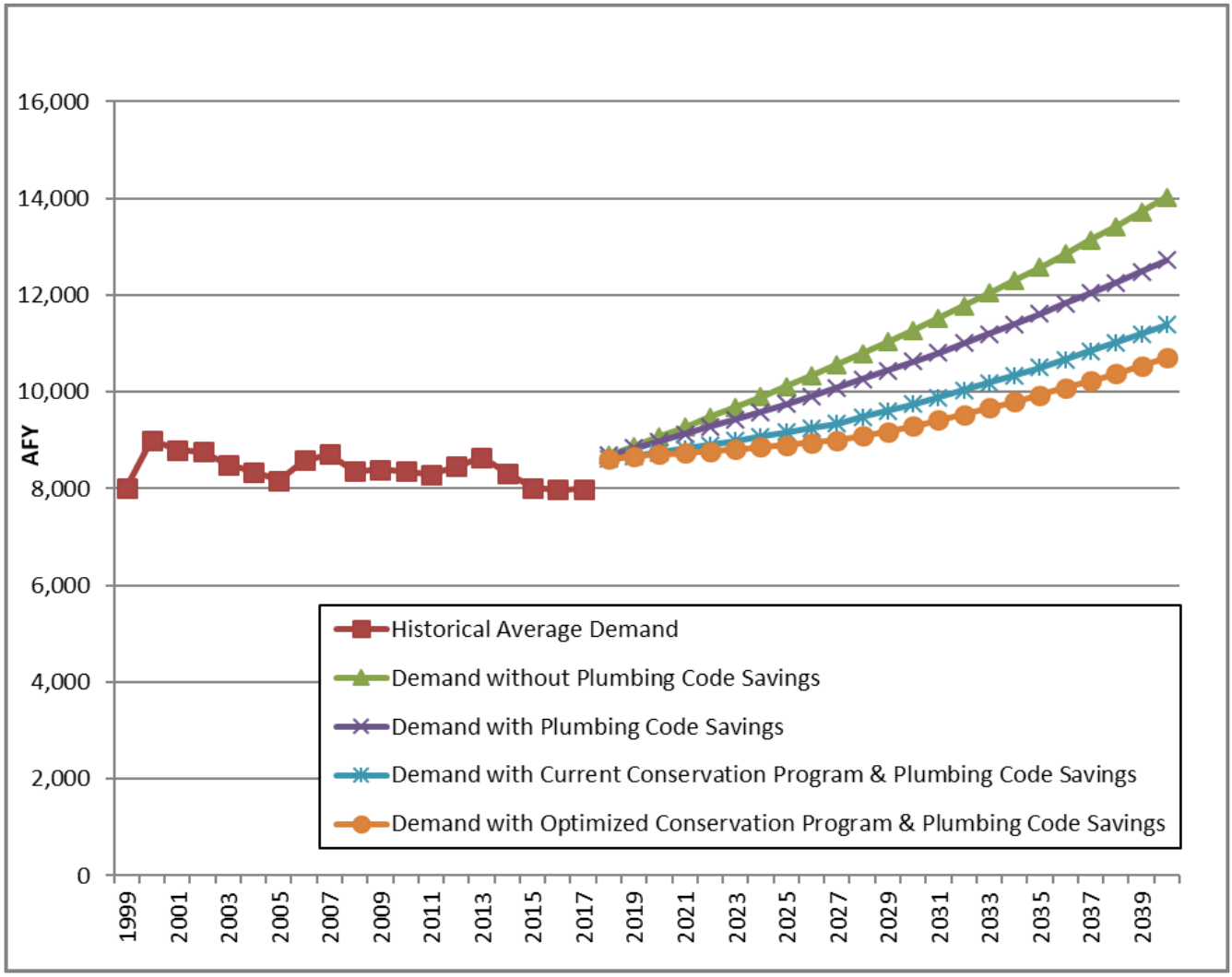
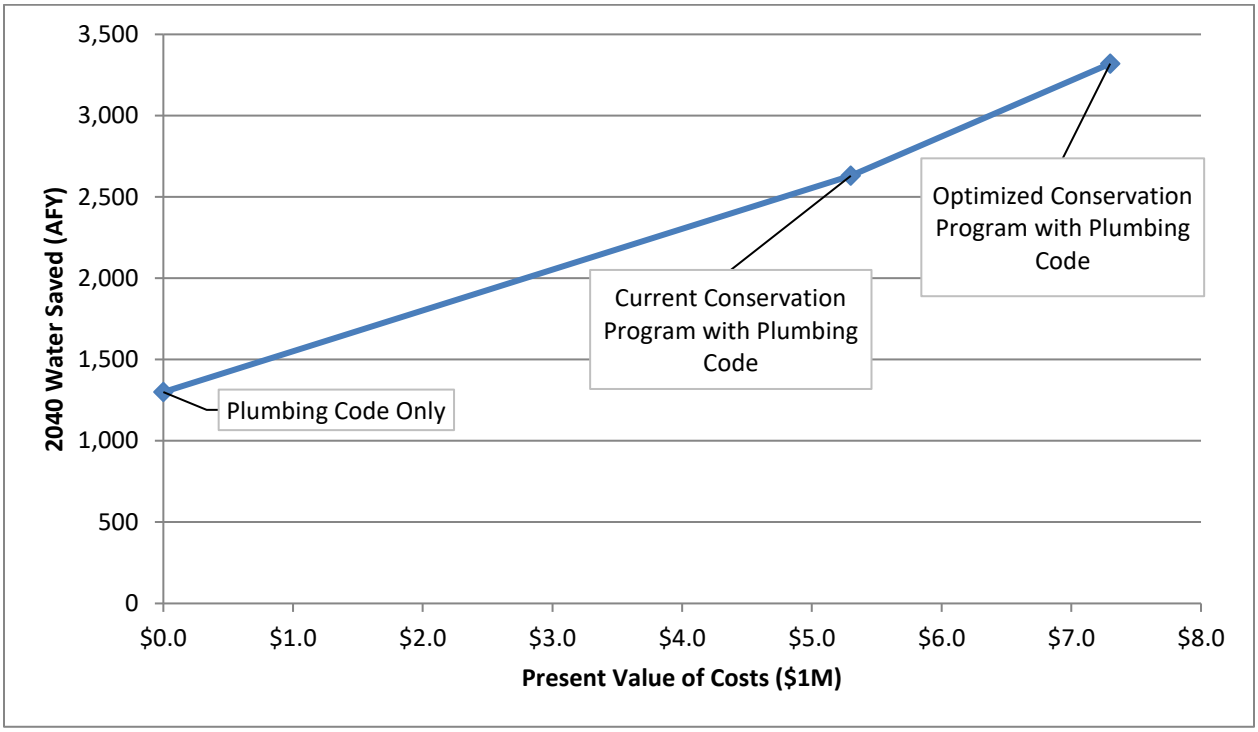


Figure 6-2 illustrates how marginal returns change as more money is invested to achieve water savings in AFY in 2040. A cost-effectiveness curve displays the results of the present value of each program's costs versus the cumulative water savings at the end of the planning period. This curve is helpful in determining how far to push the "conservation envelope" as the point of diminishing economic returns is evident. As the figure shows, the costs increase as the water savings increase from the Current Conservation Program to the Optimized Conservation Program, which corresponds to increasing the budget, staffing, and participation in the conservation programs.

Figure 6-2. Present Value of Potable Water System Utility Costs versus Water Saved in 2040



The following table shows the potable water system demands for the City. Demand is shown in acre-feet in five-year increments over the 20-year modeling period (years 2020-2040). Both the table and the figure include historical demand and demand with and without plumbing code in five-year increments.

Table 6-2. City of Flagstaff Potable Water System Demands for Years 2020-2040, Acre-feet[2]

	2020	2025	2030	2035	2040
Baseline Demands[1]	9,070	10,120	11,280	12,580	14,020
Plumbing Code Savings	100	370	650	960	1,300
Demands with Plumbing Code Savings	8,980	9,750	10,620	11,610	12,720
Conservation Current Conservation Program Savings	230	590	880	1,100	1,330
Demands with Plumbing Code and Current Conservation Program Savings	8,750	9,160	9,750	10,510	11,390
Optimized Conservation Program Savings	270	840	1,330	1,670	2,020
Demands with Plumbing Code and Optimized Conservation Program Savings	8,710	8,910	9,290	9,940	10,700

Notes:

1. Baseline potable demand forecast provided by City staff and based on (a) Office of Economic Opportunity Arizona Data 2017 population (72,961) and the City's higher growth rate of 2.2% over the decade 2000–2010 versus the historical growth rate of 1.35%; and (b) this population projection applied to a per capita water use estimate of 104 gallons per capita per day. The 104 GPCD rate is based on the City's calculated 5-year average per capita water use. Furthermore, baseline demand includes an estimated 5-year average NRW of 11%.
2. Values are rounded to the nearest 10 AF.

6.3 Selected Program

The City selected the Optimized Conservation Program as the most beneficial and comprehensive option. The Optimized Conservation Program provides a full range of measures, builds goodwill with institutional partners, and provides benefits for all City customer categories.

Figure 6-1, earlier in this section, illustrates year 2040 conservation program estimated water savings by implementing the Optimized Conservation Program. This program includes measures that are customer-centric and innovative. For example, this program supports innovation research and pilot studies as well as incentivizing partnerships with K-12 schools and higher education institutions.

6.4 Estimated Budget and Staffing Needs

To achieve the programmatic changes in the Optimized Conservation Program, staff moved funds away from some programs (e.g., rainwater harvesting) and asked the City Council for $45,000 in additional annual funding. Of this additional funding, $30,000 was required for direct costs and $15,000 was required for personnel. The total budget for staff time and expenses (e.g., materials, rebates, giveaways, etc.) was developed for each measure by evaluating the level of activity by year. Individual measure costs (including utility, administrative, and customer costs) can be found in the measure input sheets in Appendix E – Individual Conservation Measure Design Inputs and Results.

As part of this planning effort, consideration has been given to program staffing levels. Addressing the initiatives needed to reduce water demand is applicable across many departments for the City's staff and will require a coordinated effort. This includes staff time from different areas of the operation, such as the Distribution Section of Water Services, who contribute significantly to water loss control. It should be noted that, dependent upon position, Water Conservation staff may not spend 100% of their time implementing conservation measures. Administrative tasks such as timesheets, professional development, and broader organizational committees also utilize personnel time without contributing to total water savings.



7 CONSERVATION POTENTIAL FOR RECLAIMED WATER

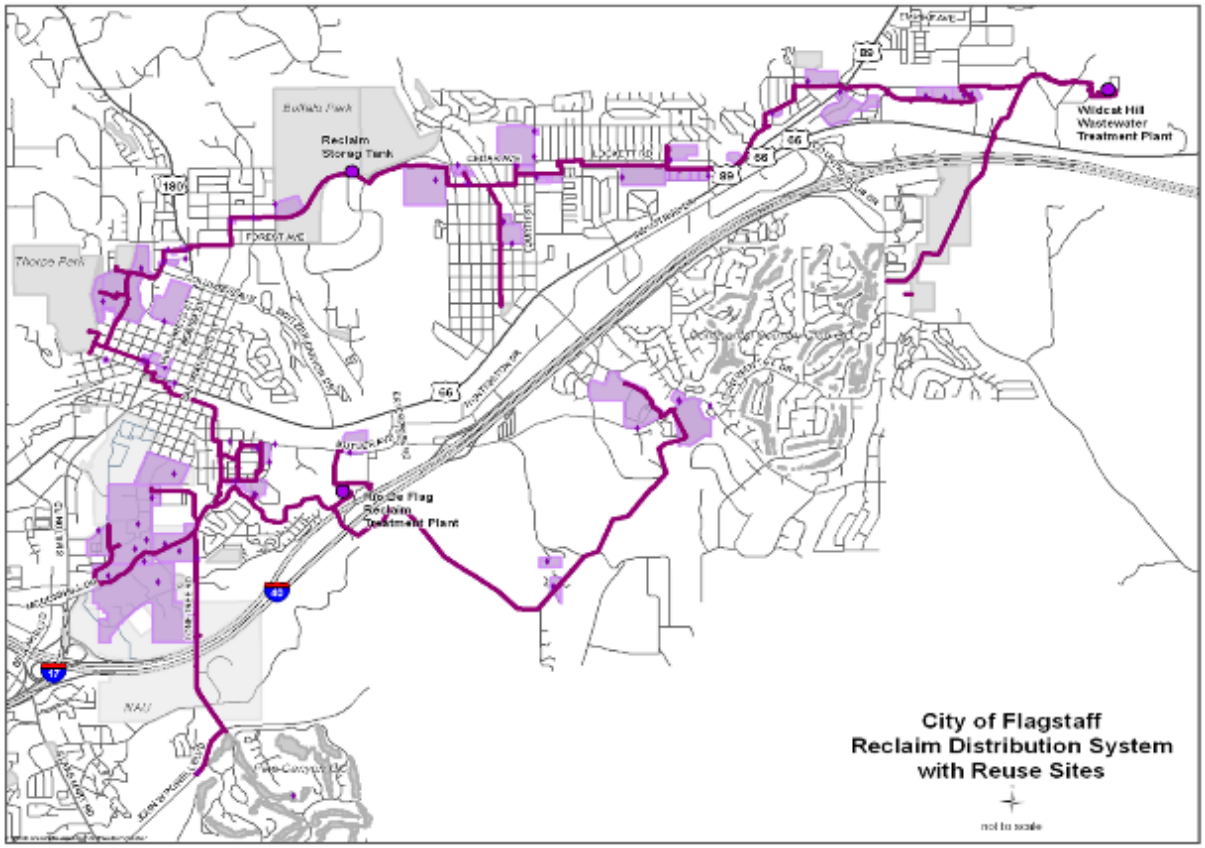
As technology and water supply issues advance, more water utilities are expanding their conceptual water systems to embrace the One Water for America Policy Framework.[13] This approach considers the value of water holistically independent of its quality, whether it be potable water, stormwater, wastewater, or reclaimed water. With this lens, the City of Flagstaff team and Maddaus Water Management built a separate model to consider water conservation potential for reclaimed water uses. This tool will be an important component in making decisions about reclaimed water in the coming years, especially as options to treat this water to a higher degree are considered.

7.1 Reclaimed Water System

The City of Flagstaff expanded to a city-wide reclaimed water system in 1996. In 2019, reclaimed water comprised approximately 18% of total water demand. At this time, uses are almost entirely outdoors, including irrigation at municipal parks, athletic fields, golf courses, snowmaking, and municipal beautification efforts such as medians and curbside landscaping. Smaller users include car washes, construction/dust abatement, and single family residences. In the past, there had been significant indoor use from a paper manufacturer, but it has since closed.

The addition of reclaimed water to the City's water portfolio has provided an excellent reduction in potable demand. Expansion of the system is one option for future consideration that will be explored in the Reclaimed Water Master Plan, which will begin in 2020.

Figure 7-1 Reclaimed Water System Map

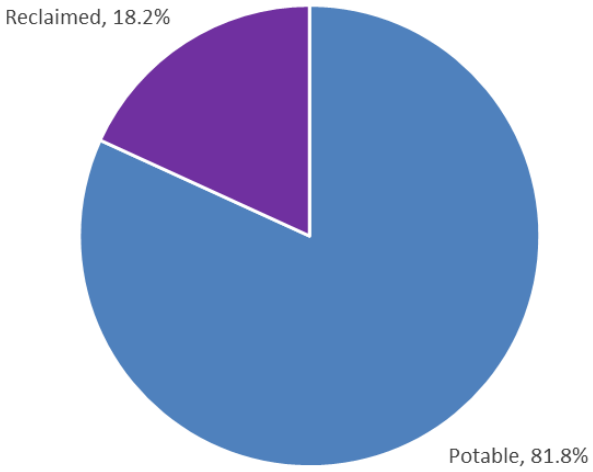


[13] http://uswateralliance.org/one-water

7.2 Total Water Balance – Reclaimed and Potable

The following figure presents how much of the City's total water consumption on average was potable water versus reclaimed water, over the period 2012-2017.

Figure 7-2 Potable and Reclaimed Water Production, 2012–2017



7.3 Reclaimed Measures for Future Consideration

Five of the water conservation measures considered for this Plan could be applied to reclaimed water in the future:

- System water loss control
  - Regular checks for leaks in the reclaimed system; verification of meter accuracy for both production and consumption; theft mitigation efforts such as locking hydrants
- Outdoor water budgeting
  - Outdoor water budgeting efforts for large irrigated sites such as athletic fields and public parks
- Water efficient landscape rebate
  - Conversion of lawn to low water landscaping for locations currently utilizing reclaimed water
- Prohibit water waste and practices
  - Extension of the every-other-day watering schedule to reclaimed sites and enforcement of the rules therein
- Innovation research and pilot studies
  - Experimental projects to improve reclaimed efficiency, such as GPS units at golf courses to evaluate which sections of the course are not visited and naturalizing those areas

These measures will be explored as the City's water conservation strategy evolves and as the Water Resources Master Plan and Reclaimed Water Master Plan progress.

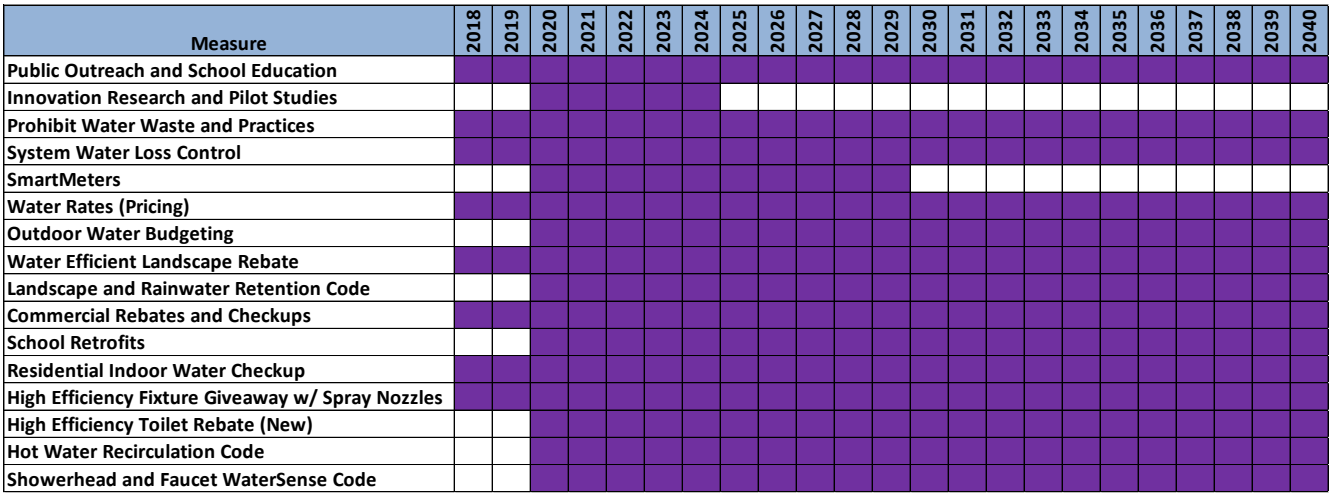
8 IMPLEMENTATION AND CONCLUSION

This section provides suggestions for the implementation of this Plan, including an estimated implementation schedule, tracking and monitoring ideas, and potential partnerships with stakeholders.

8.1 Proposed Measure Implementation Schedule of Selected Program

The following figure presents the proposed implementation schedule for all 16 ongoing, planned, potential and analyzed conservation measures in the Optimized Conservation Program.[14]

Figure 8-1. Optimized Conservation Program Measure Implementation Schedule



8.2 Implementation Tracking and Monitoring Progress

It is recommended that the City continue to monitor progress and track the level of participation and effectiveness for all measures in the conservation program. An expanded tracking database in an Excel spreadsheet could store monthly data collected by the City from each conservation measure. The tracking database could be designed to easily filter data for reporting purposes and be updated monthly to reflect program participation.

The tracking database could incorporate the following data which is already tracked for indoor and outdoor surveys and rebates:

- Customer information – name, address, account number, type of business (e.g., CII customers)
- Water Use Efficiency measure or device – type (including make and model), quantity, unit water savings, life expectancy
- Cost information – rebate amount
- Other documentation or data as appropriate (e.g., survey reports)

Each year a progress update should be used to analyze the momentum being made meeting the Plan's targets. It is imperative to track activities, as well as water demand, to understand the level of progress being made in meeting overall goals.

[14] This may need to be reviewed and adjusted over time as economic conditions change and as state and federal plumbing codes evolve.

Plan participation by the general public may be evaluated by tracking the following:

- Number of hits on the public information campaign website
- Number of visits and level of interaction with customer portal
- Number of water bills with campaign messaging
- Number of customers reached by water bills with campaign messaging
- Quantity and cost of electronic messaging
- Quantity and cost of radio and television advertising
- Number of impressions generated by radio and television advertising
- Tracking the path taken to get to the City website
- Formulate specific URLs by campaign to determine reach, number of users using that URL
- Number of teachers implementing lesson plans about water and water conservation
- Number and age range of students reached through teacher lesson plans
- Number of contests held to promote water efficiency and number of participants
- Number, cost, and attendance of workshops
- Number and installation costs of demonstration gardens as well as cost of maintenance
- Number of citizen visits or tours of demonstration garden
- Customer surveys indicating satisfaction and/or dissatisfaction with the program

Program participation by individual accounts may be evaluated by tracking the following:

- Number of occupants in the home or business
- Number and types of rebates or other incentives issued, including water saving details for rebates such as efficiency level of sprinkler nozzles installed through incentive program
- Water use before and after documented fixture replacement or other implementation, including behavioral changes from surveys or efficiency of other equipment on-site

To track the success of the City's conservation program, overall water use will be reviewed by customer category sector (single family, multifamily, commercial, etc.) to assess the 13-month moving average extending the information presented in Appendix B. In addition, the City staff will maintain a database of water use records for conservation measure participation with the intention to measure water savings. Water use will be recorded before and after a conservation measure's initiation for participating accounts. In some instances, to the extent feasible, evaluation may be done on an individual site basis. In addition, data may be normalized to account for unusual events that will affect water use, such as the following:

- Abnormal weather
- Recessions and recovery
- Water price increases
- Changes in plumbing and appliance code regulations
- Different visitation trends for rental properties
- Changes in home ownership
- Changes in occupancy or uses of the facility

To address the above factors, 5 to 10 years of monthly pre-program initiation water use data and 2 to 3 years of post-program initiation water use data should be gathered and statistically evaluated by qualified professionals.

8.3 Potential Stakeholder Group Participation

The City has expressed interest in optimizing existing partnerships and creating new partnerships with other public agencies, neighboring water utilities, and regional stakeholder groups that could provide cost-sharing or in-kind program support for the Plan, such as maximizing outreach, customer awareness, and participation. The City also will continue to actively pursue applications for state and federal grants as well as partnering opportunities. The following list contains suggested actions for the City related to stakeholder engagement:

- Look for new or expanded partnerships with local irrigation equipment contractors.
- Strengthen relationships with landscape professional associations and non-profits (e.g., Master Gardeners, etc.) to gain more word-of-mouth exposure to the community that is installing or re-landscaping properties. This will help capture the maximum water savings from the point of initial installation.
- Market conservation opportunities through accredited program membership lists as a low-cost means to spread the word to other professionals in the water industry (e.g., Green Plumbers, WaterSense Partners, Irrigation Association Certified Professionals, etc.).
- Form additional partnerships and continue to apply for grants where appropriate.

8.4 Implementation Recommendations

Recommendations to assist with implementation include the following:

- Prioritize measures for implementation, with the highest priority for implementation given to those measures that contribute the most to meeting water savings targets and/or can be implemented with relative ease. To launch implementation of the OCP, the City may consider asking key questions to determine measures, budget, and schedule for the Plan, such as:
  - What level of support will be required from conservation staff to run the selected measures?
  - What other support is needed (e.g., outsourced support or other sources of funding) to run these measures?
  - Which measures contribute the most to meeting per capita use targets and are relatively easy to operate with limited staff?
  - Which measures should be launched initially as pilots?
- Develop analytical tools to track water use by customer class and overall per capita water use, adjusted for weather and external factors.
- Set up a database to store and manage measure participation, cost, and other data to gauge successes and determine areas that need improvement or added attention.
- Plan staffing appropriately so that customer participation is successful. Both the Plan and state mandates are largely driven by voluntary customer changes in equipment and behaviors that need to be permanent (despite drought conditions).
- Seek testimonials of success to help with outreach materials and presentations to garner more customer participation.
- Track upcoming state regulations regarding residential, CII, landscape, and water loss management.
- Consider soliciting and tracking community input and feedback through an online or phone survey or at outreach and education events.
- Consider working with the 100 largest water using customers to seek to maximize water use efficiency.
- Outsource, as needed, to gain enough staff support to administer the expanded program.
- Seek additional new funding sources, such as U.S. Bureau of Reclamation funds to support Plan budget needs. The existing budgets may be used as a cost-share to leverage into funding more activities, especially the less cost-effective measures.

Tasks that should be performed on an annual basis include:

- Develop an annual work plan for each plan year as soon as the budget is adopted (or in concert with the budget planning process). Perform a data assessment of the previous year's progress to determine priorities for the next year.
- Review Plan inputs and goals in the DSS Model annually and update measure participation, projected water savings, and anticipated per capita water use reductions to ensure the City is on track to meet conservation goals.
- Track and assess water use across all customer categories.

8.5 Recommended Next Steps

Water Conservation Program staff will write an initial implementation plan to cover the first five years of the Plan, with details on important steps for the successful development of each new conservation measure. Staff will also propose initial metrics for evaluating the effectiveness of each measure, utilizing the suggestions provided by MWM. Stakeholders from the strategic planning effort will be kept updated on the Plan's progress and will provide guidance as new measures are developed and executed.

8.6 Conclusion

The implementation of expanded water conservation efforts is a feasible and cost-effective means of improving Flagstaff's sustainability as a community through long-term water resource reliability. Conservation is the least expensive means of meeting future water supply needs for the Flagstaff area. The implementation of these conservation measures should reduce per capita water use and have the potential to defer the need for further costly infrastructure expansion. While the conservation actions identified have a significant cost, the cost of neglecting conservation and having to address increased demands through engineered solutions are even higher. Furthermore, with climate change, long-term drought, and environmental restrictions on the delivery of imported water, additional water supplies may not be available to meet future increases in demands without conservation.

9 REFERENCES

All links following were accessed in June 2020 unless otherwise indicated:

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Ibid. (2016). *The Status of Legislation, Regulation, Codes & Standards on Indoor Plumbing Water Efficiency*. http://www.allianceforwaterefficiency.org/Codes-Standards-White-Paper.aspx

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APPENDIX A – DSS MODEL OVERVIEW AND ASSUMPTIONS

This appendix presents an overview of the DSS Model and the key assumptions made in this analysis.

A.1 DSS Model Overview



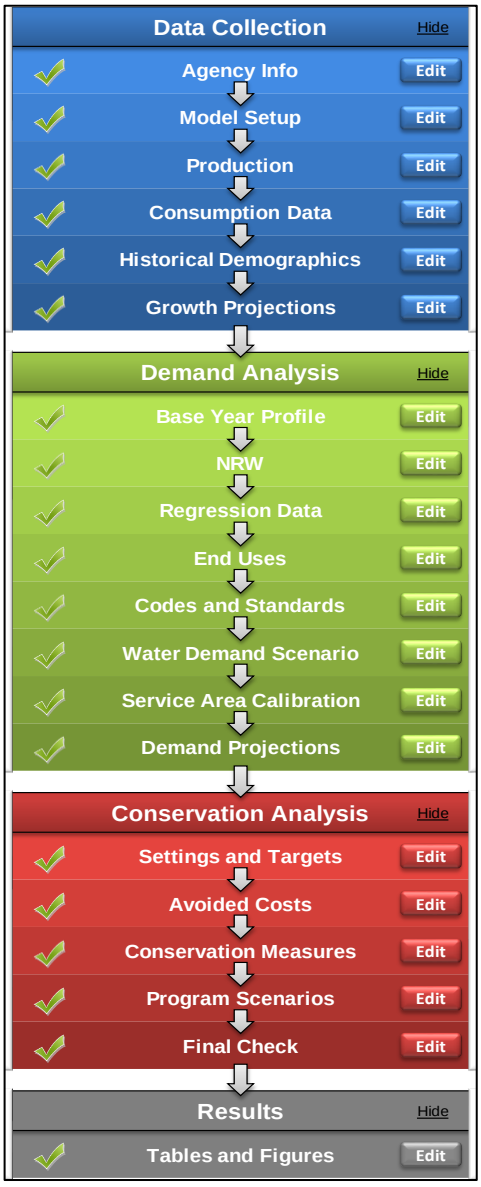


Figure A-1 DSS Model Main Page

DSS Model Overview: The Demand Side Management Least Cost Planning Decision Support System Model (DSS Model) as shown in Figure A-1 is used to prepare long-range, detailed demand projections. The purpose of the extra detail is to enable a more accurate assessment of the impact of water efficiency programs on demand and to provide a rigorous and defensible modeling approach necessary for projects subject to regulatory or environmental review.

Originally developed in 1999 and continuously updated, the DSS Model is an "end-use" model that breaks down total water production (water demand in the service area) to specific water end uses, such as plumbing fixtures and appliance uses. The model uses a bottom-up approach that allows for multiple criteria to be considered when estimating future demands, such as the effects of natural fixture replacement, plumbing codes, and conservation efforts. The DSS Model may also use a top-down approach with a utility-prepared water demand forecast.

Demand Forecast Development and Model Calibration: To forecast urban water demands using the DSS Model, customer demand data is obtained from the water agency being modeled. Demand data is reconciled with available demographic data to characterize water usage for each customer category in terms of number of users per account and per capita water use. Data is further analyzed to approximate the split of indoor and outdoor water usage in each customer category. The indoor/outdoor water usage is further divided into typical end uses for each customer category. Published data on average per capita indoor water use and average per capita end use is combined with the number of water users to calibrate the volume of water allocated to specific end uses in each customer category. In other words, the DSS Model checks that social norms from end studies on water use behavior (e.g., flushes per person per day) are not exceeded or drop below reasonable use limits.

Passive Water Savings Calculations: The DSS Model is used to forecast service area water fixture use. Specific end-use type, average water use, and lifetime are compiled for each fixture. Additionally, state and national plumbing codes and appliance standards are modeled by customer category. These fixtures and plumbing codes can be added to, edited, or

deleted by the user. This process yields two demand forecasts, one with plumbing codes and one without plumbing codes.

Active Conservation Measure Analysis Using Benefit-Cost Analysis: As shown in the following figure, the DSS Model evaluates active conservation measures using benefit-cost analysis with the present value of the cost of water saved ($/million gallons or $/acre-feet). Benefits are based on savings in water and wastewater facility operations and maintenance (O&M) and any deferred capital expenditures.

Figure A-2. Sample Benefit-Cost Analysis Summary

Conservation Measures

Benefit Cost Analysis

Previo | Conser | AMI | RES | WC | IRR | CIIR | NO | MU | LDS | PRV | LEA | UHE | UHE | TOI | HO | RAI | RAI | SPR | Lan | SCH | GEN | DIP | B/C | Next

Review Data

Benefit Cost Analysis

Util Cost Five Year Start Year: 2020 | Water Savings Year: 2030 | Units: AF

Benefit Cost Analysis

	Measure	Present Value of Water Utility Benefits	Present Value of Community Benefits	Present Value of Water Utility Costs	Present Value of Community Costs	Water Utility Benefit to Cost Ratio	Community Benefit to Cost Ratio	Five Years of Water Utility Costs 2020-2025	Water Savings in 2030 (afy)	Cost of Savings per Unit Volume ($/af)
AMI	Full AMI Implementation	$3,976,434	$16,635,194	$1,566,069	$5,893,340	2.54	2.82	$320,000	133.764878	$324
RESH	Residential Rebates for HECW	$139,312	$365,447	$95,879	$200,665	1.45	1.82	$50,325	5.124572	$824
WC	Water Checkup	$7,648,165	$30,288,419	$6,005,949	$7,665,564	1.27	3.95	$1,382,995	239.652915	$877
IRRE	Irrigation Evaluations	$1,589,488	$1,589,488	$1,918,184	$4,332,779	0.83	0.37	$443,824	98.051821	$646
CIIRe	CII Water Survey Level 2 and Customized Rebate	$910,720	$3,313,109	$915,904	$2,581,185	0.99	1.28	$193,725	18.753753	$1,055
NOZZ	Free Sprinkler Nozzle Program	$277,886	$277,886	$329,386	$455,933	0.84	0.61	$103,145	23.005687	$680
MULC	Mulch Program	$80,739	$80,739	$287,676	$287,676	0.28	0.28	$66,932	4.554625	$2,000
LDS	Water Conserving Landscape and Irrigation Codes	$1,055,819	$1,055,819	$350,316	$7,979,608	3.01	0.13	$78,568	46.098525	$161
PRV	Pressure Reduction Valve Rebate	$102,170	$193,972	$49,161	$132,223	2.08	1.47	$37,818	8.503521	$425
LEAK	Leak Detection Device Rebate	$174,130	$847,416	$306,843	$1,288,743	0.57	0.66	$80,053	6.065394	$1,895
UHET	Ultra-High Efficiency Toilet Rebate	$538,624	$538,624	$405,529	$761,556	1.33	0.71	$362,736	16.287780	$921

Model Use and Validation: As shown in the following figure, the DSS Model has been used for over 20 years for practical applications of conservation planning in over 300 service areas representing 60 million people, including extensive efforts nationally and internationally in Australia, New Zealand, and Canada.

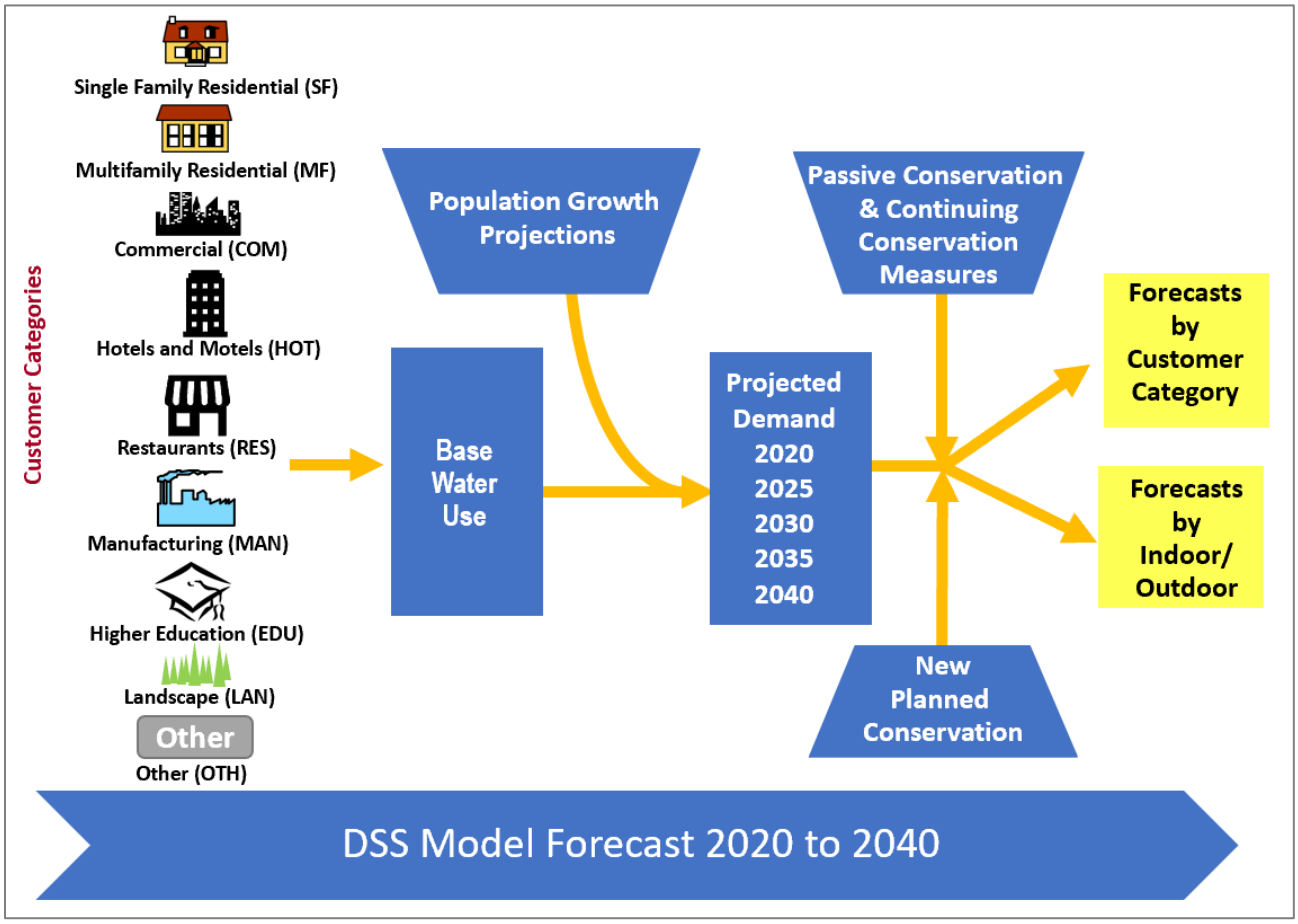
Figure A-3. DSS Model Analysis Locations in the U.S.



The California Urban Water Conservation Council, (now known as theCalifornia Water Efficiency Partnership) has peer reviewed and endorsed the model since 2006. It is offered to all CalWEP members for use to estimate water demand, plumbing code, and conservation program savings.

The DSS Model can use one of the following: 1) a statistical approach to forecast demands (e.g., an Econometric Model); 2) a forecasted increase in population and employment; 3) predicted future demands; or 4) a demand projection entered into the model from an outside source. The following figure presents the flow of information in the DSS Model Analysis.

Figure A-4. DSS Model Analysis Flow Diagram



A.2 Passive Savings Modeling Approach using the Plumbing Code

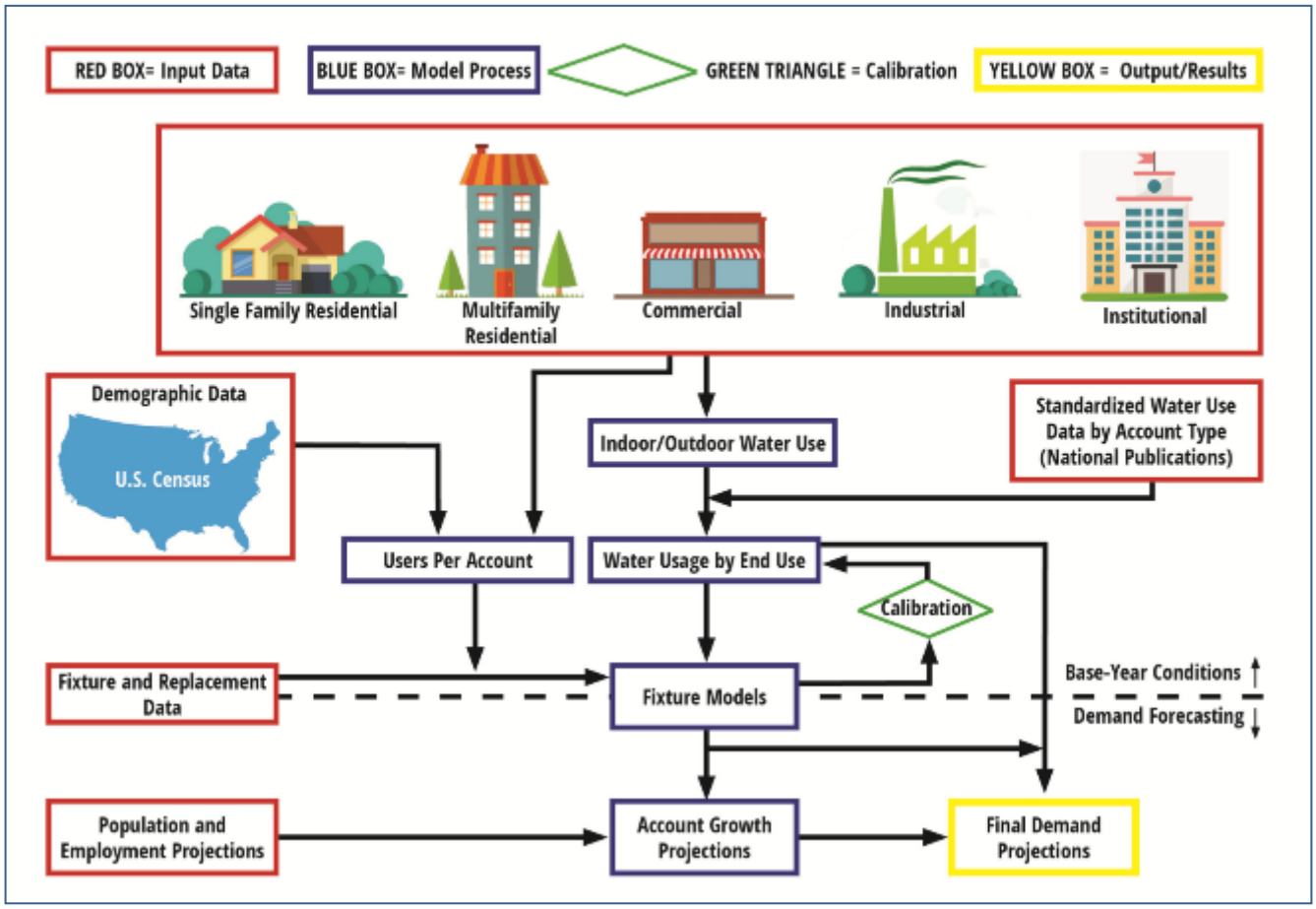
Plumbing code measures are independent of any conservation program; they are based on customers following applicable current local, state and federal laws, building codes, and ordinances. Plumbing code related water savings are considered "passive", reliable, long-term savings and can be counted on over time to help reduce overall system water demand. In contrast, water savings are considered "active" if a specific action unrelated to the implementation of codes and standards is taken by the water agency to accomplish conservation measure savings. The DSS Model incorporates the following items as a "code" meaning that the savings are assumed to occur and are therefore "passive" savings:

- The Federal Energy Policy Act of 1992 (amended in 2005)
- Flagstaff Plumbing Code Amendment – Toilets (July 2011)[15]

[15] All City of Flagstaff codes are published online: https://www.codepublishing.com/AZ/Flagstaff/

The following figure conceptually describes how The DSS Model incorporates data inputs into the flow of the DSS Model analysis. The demand projections, including plumbing code savings, assumes no active involvement by the water utility, and that the costs of purchasing and installing replacement equipment (and new equipment in new construction) are borne solely by the customers, occurring at no direct utility expense. The inverse of the fixture life is the natural replacement rate, expressed as a percent (i.e., 10 years is a rate of 10% per year).

Figure A-5. DSS Model Overview Used to Make Potable Water Demand Projections



A.2 National, State and Local Plumbing Codes

This section describes national plumbing codes and Arizona State Laws and City of Flagstaff Code of Regulations applicable to the City.

A.2.1 National Plumbing Code

The Federal Energy Policy Act of 1992, as amended in 2005, mandates that only fixtures meeting the following standards can be installed in new buildings:

- Toilet – 1.6 gal/flush maximum
- Urinals – 1.0 gal/flush maximum
- Showerhead – 2.5 gal/min at 80 pounds per square inch (psi)
- Residential faucets – 2.2 gal/min at 60 psi
- Public restroom faucets – 0.5 gal/min at 60 psi
- Dishwashing pre-rinse spray valves – 1.6 gal/min at 60 psi

Replacement of fixtures in existing buildings is also governed by the Federal Energy Policy Act, which mandates that only devices with the specified level of efficiency (as shown above) can be sold as of 2006. The net result of the plumbing code is that new buildings will have more efficient fixtures and old inefficient fixtures will slowly be replaced with new, more efficient models. The national plumbing code is an important piece of legislation and must be carefully taken into consideration when analyzing the overall water efficiency of a service area.

In addition to the plumbing code, the U.S. Department of Energy regulates appliances, such as residential clothes washers, further reducing indoor water demands. Regulations to make these appliances more energy efficient have driven manufactures to dramatically reduce the amount of water these machines use. Generally, front loading washing machines use 30 to 50% less water than conventional models (which are still available).

In this analysis, the DSS Model forecasts a gradual transition to high efficiency clothes washers (using 12 gallons or less) so that by the year 2025 that will be the only type of machine available for purchase. In addition to the industry becoming more efficient, rebate programs for washers have been successful in encouraging customers to buy more water efficient models. Given that machines last about 10 years, eventually all machines on the market will be the more water efficient models. Energy Star washing machines have a water factor of 6.0 or less – the equivalent of using 3.1 cubic feet (or 23.2 gallons) of water per load. The maximum water factor for residential clothes washers under current federal standards is 9.5. The water factor equals the number of gallons used per cycle per cubic foot of capacity. Prior to year 2000, the water factor for a typical new residential clothes washer was about 12. In March 2015, the federal standard reduced the maximum water factor for top- and front-loading machines to 8.4 and 4.7, respectively. In 2018, the maximum water factor for top-loading machines was further reduced to 6.5. For commercial washers, the maximum water factors were reduced in 2010 to 8.5 and 5.5 for top- and front-loading machines, respectively. Beginning in 2015, the maximum water factor for Energy Star certified washers was 3.7 for front-loading and 4.3 for top-loading machines. In 2011, the U.S. Environmental Protection Agency estimated that Energy Star washers comprised more than 60% of the residential market and 30% of the commercial market (Energy Star, 2011). A new Energy Star compliant washer uses about two-thirds less water per cycle than washers manufactured in the 1990s.



A.2.2 Arizona State Law

Plumbing codes for toilets, urinals, showerheads, and faucets for the state of Arizona align with federal standards.

A.2.3 City of Flagstaff

Fixture characteristics in the DSS Model are tracked in new accounts, which are subject to the requirements of applicable City building codes. City efficiency standards supersede federal standards for toilets. Per City of Flagstaff 2013 Amendments to the Flagstaff City Code, Title 4, Building Code, Section 403.11,[16] as of July 2011, all newly installed toilets must be "high efficiency toilets (HET) units which have a maximum of 1.3 gallons for solids." This bill requires high efficiency toilets (1.28 gpf) to be exclusively sold in the City.

A.3 Key Baseline Potable Demand Inputs, Passive Savings Assumptions and Resources

Table A-1 presents the key assumptions and references that are used in the DSS Model in determining projected demands with plumbing code savings. The assumptions having the most dramatic effect on future demands are the natural replacement rate of fixtures, how residential or commercial future use is projected, and the percent of estimated real water losses.

[16] All City of Flagstaff codes are published online: https://www.codepublishing.com/AZ/Flagstaff/

Table A-1. List of Key Assumptions and Resources for Potable DSS Model Analysis

Parameter	Model Input Value, Assumptions, and Key References		
Model Start Year	2018		
Water Demand Factor Years (Base Years)	2012-2017 when available (excluding 2016 for MF and REST customer categories due to several months of software transition issues)		
Non-Revenue Water in Start Year	11%		
	Based on average 2014-2016 NRW.		
Population Source	Office of Economic Opportunity Arizona Data 2017 population used as starting data (72,961). Used higher growth rate of 2.2% over last decade (2000-2010).		
Employment Source	FRED Graph Observations (Federal Reserve Economic Data) https://fred.stlouisfed.org August 2018		
Base Year Water Use Profile			
Customer Categories	**Start Year Accounts**	**Total Water Use Distribution**	**Demand Factors (gpd/acct)**
Multifamily	2,940	19.5%	458
Single Family	15,344	36.4%	163
Commercial	1,380	16.0%	797
Hotels and Motels	91	8.5%	6,429
Restaurants	131	2.7%	1,444
Manufacturing	39	4.2%	7,390
Higher Education	1	7.9%	546,852
Landscape	322	3.6%	770
Other	1	1.2%	84,410
Total	**20,249**	**100%**	**N/A**

Parameter	Resource
Residential End Uses	Key Reference: CA DWR Report *California Single Family Water Use Efficiency Study* (DeOreo, 2011 – Page 28, Figure 3: Comparison of household end-uses) and AWWA Research Foundation (AWWARF) Report *Residential End Uses of Water, Version 2 – 4309* (DeOreo, 2016). Table 2-A. *Water Consumption by Water-Using Plumbing Products and Appliances – 1980-2012*. PERC Phase 1 Report. Plumbing Efficiency Research Coalition. 2012. Model Input Values are found in the "End Uses" section of the DSS Model on the "Breakdown" worksheet.

Non-Residential End Uses, percent	Key Reference: AWWARF Report *Commercial and Institutional End Uses of Water* (Dziegielewski, 2000 – Appendix D: Details of Commercial and Industrial Assumptions, by End Use). Santa Clara Valley Water District Water Use Efficiency Unit. *SCVWD CII Water Use and Baseline Study*. February 2008. Model Input Values are found in the "End Uses" section of the DSS Model on the "Breakdown" worksheet.
Efficiency Residential Fixture Current Installation Rates	U.S. Census, Housing age by type of dwelling plus natural replacement plus rebate program (if any). Key Reference: GMP Research, Inc. (2019). *2019 U.S. WaterSense Market Penetration Industry Report*. Key Reference: California Urban Water Conservation Council Potential Best Management Practice Report *High Efficiency Plumbing Fixtures – Toilets and Urinals* (Koeller, 2005 – Page 42, Table 8 and Table 9: Residential toilet installation rates in California). Key Reference: Consortium for Efficient Energy (www.cee1.org). Model Input Values are found in the "Codes and Standards" green section of the DSS Model by customer category fixtures.
Water Savings for Fixtures, gal/capita/day	Key Reference: AWWARF Report *Residential End Uses of Water, Version 2 - 4309* (DeOreo, 2016). Key Reference: CA DWR Report *California Single Family Water Use Efficiency Study* (DeOreo, 2011 – Page 28, Figure 3: Comparison of household end-uses). WCWCD supplied data on costs and savings; professional judgment was made where no published data was available. Key Reference: California Energy Commission*, Staff Analysis of Toilets, Urinals and Faucets*, Report # CEC-400-2014-007-SD, 2014. Model Input Values are found in the "Codes and Standards" green section on the "Fixtures" worksheet of the DSS Model.
Non-Residential Fixture Efficiency Current Installation Rates	Key Reference: 2010 U.S. Census, Housing age by type of dwelling plus natural replacement plus rebate program (if any). Assume commercial establishments built at same rate as housing, plus natural replacement. California Energy Commission, *Staff Analysis of Toilets, Urinals and Faucets*, Report # CEC-400-2014-007-SD, 2014. Santa Clara Valley Water District Water Use Efficiency Unit. *SCVWD CII Water Use and Baseline Study*. February 2008. Model Input Values are found in the "Codes and Standards" green section of the DSS Model by customer category fixtures.
Residential Frequency of Use Data, Toilets, Showers, Faucets, Washers, Uses/user/day	Key Reference: AWWARF Report *Residential End Uses of Water, Version 2 - 4309* (DeOreo, 2016). Summary values can be found in the full report: http://www.waterrf.org/Pages/Projects.aspx?PID=4309

	Key Reference: California Energy Commission, *Staff Analysis of Toilets, Urinals and Faucets*, Report # CEC-400-2014-007-SD, 2014. Key Reference: Alliance for Water Efficiency, *The Status of Legislation, Regulation, Codes & Standards on Indoor Plumbing Water Efficiency*, January 2016. Model Input Values are found in the "Codes and Standards" green section on the "Fixtures" worksheet of the DSS Model and confirmed in each "Service Area Calibration End Use" worksheet by customer category.
Non-Residential Frequency of Use Data, Toilets, Urinals, and Faucets, Uses/user/day	Key References: Estimated based on AWWARF Report *Commercial and Institutional End Uses of Water* (Dziegielewski, 2000 – Appendix D: Details of Commercial and Industrial Assumptions, by End Use). Key Reference: California Energy Commission, *Staff Analysis of Toilets, Urinals and Faucets*, Report # CEC-400-2014-007-SD, 2014. Fixture uses over a 5-day work week are prorated to 7 days. Non-residential 0.5 gallons per minute (gpm) faucet standards per Table 2-A. *Water Consumption by Water-Using Plumbing Products and Appliances – 1980-2012*. PERC Phase 1 Report. Plumbing Efficiency Research Coalition, 2012. Model Input Values are found in the "Codes and Standards" green section on the "Fixtures" worksheet of the DSS Model and confirmed in each "Service Area Calibration End Use" worksheet by customer category.
Natural Replacement Rate of Fixtures (percent per year)	Toilets 2%-2.5%
	Residential Showers 4% (corresponds to 25-year life of a new fixture)
	Residential Clothes Washers 10% (based on 10-year washer life). Key References: *Residential End Uses of Water* (DeOreo, 2016) and *Bern Clothes Washer Study, Final Report* (Oak Ridge National Laboratory, 1998).
	Model Input Value is found in the "Codes and Standards" green section on the "Fixtures" worksheet of the DSS Model.
Future Water Use	Increases Based on Population Growth and Demographic Forecast

There are several aspects of the DSS Model that were not used in this analysis effort, which result in empty spreadsheets within the DSS Model. They remain available in the DSS Model should the City choose to employ them in future efforts.

A.3.1 Fixture Replacement

The DSS Model is capable of modeling multiple types of fixtures, including fixtures with different designs. For example, currently toilets can be purchased that flush at a rate of 0.8 gpf, 1.0 gpf or 1.28 gpf. The 1.6 gpf and higher toilets still exist but can no longer be purchased in the City. Therefore, they cannot be used for replacement or new installation of a toilet. So, the DSS Model utilizes a fixture replacement table to determine what type of fixture should be used for a new install or replacement. The replacement of the fixtures is listed as a percentage. A value of 100% would indicate that all the toilets installed would be of one particular flush volume. A value of 75% means that three out of every four toilets installed would be of that particular flush volume.

The DSS Model provides inputs and analysis of the number, type and replacement rates of fixtures for each customer category (i.e., single family toilets, multifamily toilets, commercial toilets, residential clothes washing

machines, commercial washing machines). For example, the DSS Model incorporates the effects of the 1992 Federal Energy Policy Act and AB 715 on toilet fixtures. A DSS Model feature determines the "saturation" of 1.6 gpf toilets as the 1992 Federal Energy Policy Act was in effect from 1992-2014 for 1.6 gpf toilet replacements. AB 715 now applies for the replacement of toilets at 1.28 gpf. Further consideration and adjustments were made to replacement rates to account for the reduction in fixture use and wear due to lower occupancy and based on field observations.

The DSS Model forecasts service area water fixture use. In the codes and standards part of the DSS Model, specific fixture end-use type (point of use fixture or appliance), average water use, and lifetime are compiled. Additionally, state and national plumbing codes and appliance standards for toilets, urinals, showers, and clothes washers are modeled by customer category. These fixtures and plumbing codes can be added to, edited, or deleted by the user. This yields two demand forecasts: with plumbing codes and without plumbing codes.

A.3.2 Fixture Estimates

Determining the current level of efficient fixtures in a service area is part of the standard process while evaluating the passive savings in the DSS Model and is called "initial fixture proportions." MWM reconciled water efficient fixtures and devices installed within the City's service area and estimated the number of inefficient fixtures outstanding.

MWM used the DSS Model to perform a saturation analysis for each of the following plumbing fixtures: toilets, urinals, showers, faucets, and clothes washers. The process included a review of age of buildings from census data, number of rebates per device, and assumed natural replacement rates. MWM presumed the fixtures that were nearing saturation and worth analysis would include residential toilets and residential clothes washers as both have been included in recommended conservation practices for over two decades.

In late 2014, the Water Research Foundation updated its 1999 Residential End Uses of Water Study (REUWS). Water utilities, industry regulators, and government planning agencies have considered it the industry benchmark for single family home indoor water use. This Plan incorporates the recent study results which reflect the change to the profile of water use in residential homes including the adoption of more water efficient fixtures over the past 15 years (1999 to 2014). The REUWS results were combined with the City's historical rebate and billing data to enhance and verify assumptions made for all customer accounts. This particularly included saturation levels on toilets, urinals, showerheads, clothes washers, and faucets.

The DSS Model presents the estimated current and projected proportions of these fixtures by efficiency level within the City's service area. These proportions were calculated by:

- Using standards in place at the time of building construction;
- Taking the initial proportions of homes by age (corresponding to fixture efficiency levels);
- Adding the net change due to natural replacement; and
- Adding the change due to rebate measure minus the "free rider effect."

Further adjustments were made to initial proportions to account for the reduction is fixture use due to lower occupancy and based on field observations. The projected fixture proportions do **not** include any future active conservation measures implemented by BBLDWP. More information about the development of initial and projected fixture proportions can be found in the DSS Model "Codes and Standards" section.

It is also important to note that in water conservation program management "free-ridership" occurs when a customer applies for and receives a rebate on a targeted high efficiency fixture that they would have purchased even without a rebate. In this case, the rebate was not the incentive in their purchase but a "bonus." Rebate measures are designed to target those customers needing financial incentive to install the more efficient fixture beyond current codes or standards.

A.4 Key Baseline Reclaimed Demand Inputs and Assumptions

The following table presents a list of key assumptions used in the City's Reclaimed Water System DSS Model.

Table A-2. List of Key Assumptions and Resources for Reclaimed DSS Model Analysis

Parameter	Model Input Value, Assumptions, and Key References		
Model Start Year	2018		
Water Demand Factor Years (Base Years)	2012-2018* *Excluding 2012 for Construction due to unexplained data; excluding 2012-2017 for Manufacturing due to the paper tissue factory closing and stopping reclaimed water use 2017; and excluding 2012-2013 for Offices/Commercial Retail due to many more accounts, including a large mall, coming online in more recent years.		
Non-Revenue Water in Start Year	7%		
	Based on 2016, 2017 and 2018 historical NRW. This value can be found in the green NRW section of the DSS Model.		
Base Year Water Use Profile			
Customer Categories	**Start Year Accounts**	**Total Water Use Distribution**	**Demand Factors (gpd/acct)**
Golf Courses - Reclaimed Water	3	64%	325,736
Winter Recreation - Reclaimed Water	1	11%	163,372
Higher Education - Reclaimed Water	1	8.4%	128,801
Parks/Cemeteries - Reclaimed Water	9	6.0%	10,179
K-12 Schools - Reclaimed Water	10	3.1%	4,772
Car Washes - Reclaimed Water	2	0.6%	4,948
Construction - Reclaimed Water	4	5.7%	21,976
Manufacturing - Reclaimed Water	1	0.1%	1,203
Offices/Commercial Retail - Reclaimed Water	10	0.93%	1,424
Residential MF - Reclaimed Water	2	0.5%	3,760
Residential SF - Reclaimed Water	11	0.28%	398
Streetscape - Reclaimed Water	8	0.30%	586

A.5 Key Inputs for the DSS Model Conservation Analysis

The following subsections present information regarding the DSS Model's conservation measure benefit-cost analysis.

A.5.1 Water Reduction Methodology

Each conservation measure targets a particular water use such as indoor single family water use. Targeted water uses are categorized by water user group and by end use. Targeted water user groups include single family residential, multifamily residential, commercial, industrial, and institutional, etc. Measures may apply to more than one water user group. Targeted end uses include indoor and outdoor use. The targeted water use is important to identify because the water savings are generated from reductions in water use for the targeted end use. For example, a residential retrofit conservation measure targets single family and multifamily residential indoor use, and in some cases specifically shower use. When considering the water savings potential generated by a residential retrofit, one considers the water saved by installing low-flow showerheads in single family and multifamily homes.

The market penetration goal for a measure is the extent to which the product or service related to the conservation measure occupies the potential market. Essentially, the market penetration goal identifies how many fixtures, rebates, surveys, and so forth that the wholesale customer would have to offer or conduct over time to reach its water savings goal for that conservation measure. This is often expressed in terms of the number of fixtures, rebates, surveys offered or conducted per year.

The potential for errors in market penetration goal estimates for each measure can be significant because they are based on previous experience, chosen implementation methods, projected utility effort, and funds allocated to implement the measure. The potential error can be corrected through reevaluation of the measure as the implementation of the measure progresses. For example, if the market penetration required to achieve specific water savings turns out to different than predicted, adjustments to the implementation efforts can be made. Larger rebates or additional promotions are often used to increase the market penetration. The process is iterative to reflect actual conditions and helps to ensure that market penetration and needed savings are achieved regardless of future variances between estimates and actual conditions.

In contrast, market penetration for mandatory ordinances can be more predictable with the greatest potential for error occurring in implementing the ordinance change. For example, requiring dedicated irrigation meters for new accounts through an ordinance can assure an almost 100% market penetration for affected properties.

BBLDWP is constantly looking at when a measure might reach saturation. Baseline surveys are the best approach to having the most accurate information on market saturation. This was considered when analyzing individual conservation measures where best estimates were made. MWM was not provided with any baseline surveys for this analysis, but discussions were held with BBLDWP regarding what best estimates were for saturation for its service area.

A.5.2 Perspectives on Benefits and Costs

The determination of the economic feasibility of water conservation programs involves comparing the costs of the programs to the benefits provided. This analysis was performed using the DSS Model developed by MWM. The DSS Model calculates cost effectiveness of conservation measure savings at the end-use level; for example, the model determines the amount of water a toilet rebate program saves in daily toilet use for each single family account.

A.5.3 Present Value Analysis

Present value analysis using present day dollars and a real discount rate of 3.72% is used to discount costs and benefits to the base year. From this analysis, benefit-cost ratios of each measure are computed. When measures are put together in programs, the model is set up to avoid double counting savings from multiple measures that

act on the same end use of water. For example, multiple measures in a program may target toilet replacements. The model includes assumptions to apportion water savings between the multiple measures.

Economic analysis can be performed from several different perspectives, based on which party is affected. For planning water use efficiency programs for utilities, the perspectives most commonly used for benefit-cost analyses are the "utility" perspective and the "community" perspective. The "utility" benefit-cost analysis is based on the benefits and costs to the water provider. The "community" benefit-cost analysis includes the utility benefit and costs together with account owner/customer benefits and costs. These include customer energy and other capital or operating cost benefits plus costs of implementing the measure, beyond what the utility pays.

The utility perspective offers two advantages. First, it considers only the program costs that will be directly borne by the utility. This enables the utility to fairly compare potential investments for saving versus supplying increased quantities of water. Second, revenue shifts are treated as transfer payments, which means program participants will have lower water bills and non-participants will have slightly higher water bills so that the utility's revenue needs continue to be met. Therefore, the analysis is not complicated with uncertainties associated with long-term rate projections and retail rate design assumptions. It should be noted that there is a significant difference between the utility's savings from the avoided cost of procurement and delivery of water and the reduction in retail revenue that results from reduced water sales due to water use efficiency. This budget impact occurs slowly and can be accounted for in water rate planning. Because it is the water provider's role in developing a water use efficiency plan that is vital in this study, the utility perspective was primarily used to evaluate elements of this report.

The community perspective is defined to include the utility and the customer costs and benefits. Costs incurred by customers striving to save water while participating in water use efficiency programs are considered, as well as the benefits received in terms of reduced energy bills (from water heating costs) and wastewater savings, among others. Water bill savings are not a customer benefit in the aggregate for reasons described above. Other factors external to the utility, such as environmental effects, are often difficult to quantify or are not necessarily under the control of the utility. They are therefore frequently excluded from economic analyses, including this one.

The time value of money is explicitly considered. Typically, the costs to save water occur early in the planning period whereas the benefits usually extend to the end of the planning period. A long planning period of over 20 years is often used because costs and benefits that occur beyond year 2040 have very little influence on the total present value of the costs and benefits. The value of all future costs and benefits is discounted to the first year in the DSS Model (the base year), at the real interest rate of 3.72%. The DSS Model calculates this real interest rate, adjusting the current nominal interest rate (assumed to be approximately 6.0%) by the assumed rate of inflation (2.2%). The formula to calculate the real interest rate is: (nominal interest rate – assumed rate of inflation)/ (1 + assumed rate of inflation). Cash flows discounted in this manner are herein referred to as "Present Value" sums.

A.5.4 Measure Cost and Water Savings Assumptions

Appendix E presents the assumptions and inputs used in the City's DSS Model to evaluate each water conservation measure. Assumptions regarding the following variables were made for each measure:

- **Targeted Water User Group End Use** – Water user group (e.g., single family residential) and end use (e.g., indoor or outdoor water use).
- **Utility Unit Cost** – Cost of rebates, incentives, and contractors hired to implement measures. The assumed dollar values for the measure unit costs were closely reviewed by staff and are found to be adequate for each individual measure. The values in most cases are in the range of what is currently offered by other water utilities in the region.
- **Retail Customer Unit Cost** – Cost for implementing measures that is paid by retail customers (i.e., the remainder of a measure's cost that is not covered by a utility rebate or incentive).

- **Utility Administration and Marketing Cost** – The cost to the utility for administering the measure, including consultant contract administration, marketing, and participant tracking. The mark-up is sufficient (in total) to cover conservation staff time and general expenses and overhead.

Costs are determined for each of the measures based on industry knowledge, past experience and data provided by the City. Costs may include incentive costs, usually determined on a per-participant basis; fixed costs, such as marketing; variable costs, such as the costs to staff the measures and to obtain and maintain equipment; and a one-time set-up cost. The set-up cost is for measure design by staff or consultants, any required pilot testing, and preparation of materials that are used in marketing the measure. Measure costs are estimated each year through 2040. Costs are spread over the time period depending on the length of the implementation period for the measure and estimated voluntary customer participation levels.

Lost revenue due to reduced water sales is not included as a cost because the water use conservation measures evaluated herein generally take effect over a long span of time that is sufficient to enable timely rate adjustments, if necessary, to meet fixed cost obligations and savings on variable costs such as energy and chemicals.

Data necessary to forecast water savings of measures include specific data on water use, demographics, market penetration, and unit water savings. Savings normally develop at a measured and predetermined pace, reaching full maturity after full market penetration is achieved. This may occur three to ten years after the start of implementation, depending upon the implementation schedule.

The unit costs vary according to the type of customer account and implementation method being addressed. For example, a measure might cost a different amount for a residential single family account than for a residential multifamily account, and for a rebate versus an ordinance requirement or a direct installation implementation method. Typically, water utilities have found there are increased costs associated with achieving higher market saturation, such as more surveys per year. The DSS Model calculates the annual costs based on the number of participants each year. The general formula for calculating annual utility costs is:

- Annual Utility Cost = Annual market penetration rate x total accounts in category x unit cost per account x (1+administration and marketing markup percentage)
- Annual Customer Cost = Annual number of participants x unit customer cost
- Annual Community Cost = Annual utility cost + annual customer cost

Data necessary to forecast water savings of measures include specific data on water use, demographics, market penetration, and unit water savings. Savings normally develop at a measured and predetermined pace, reaching full maturity after full market penetration is achieved. This may occur three to seven years after the start of implementation, depending upon the implementation schedule. For every water use efficiency activity or replacement with more efficient devices, there is a useful life. The useful life is called the “Measure Life” and is defined to be how long water use conservation measures stay in place and continue to save water. It is assumed that measures implemented because of codes, standards or ordinances, like toilets for example, would be “permanent” and not revert to an old inefficient level of water use if the device needed to be replaced. However, some measures that are primarily behavioral based, such as residential surveys, are assumed to need to be repeated on an ongoing basis to retain the water savings (e.g., homeowners move away, and new homeowners may have less efficient water using practices around the home). Surveys typically have a measure life on the order of five years.

A.5.5 Assumptions about Avoided Costs

The City’s primary source of water is potable groundwater supplied by natural precipitation. Surface water from Lake Mary and Inner Basin Springs accounts for approximately 25% of the City’s water. Costing over $290 per AF for chemicals, treatment, pumping, moving and compliance testing and permit fees, the City reduces groundwater use when demands are reduced (with conservation) as compared to surface water which costs approximately $188 per AF. These costs are based on year 2017 volume and expenditures. Additional avoided

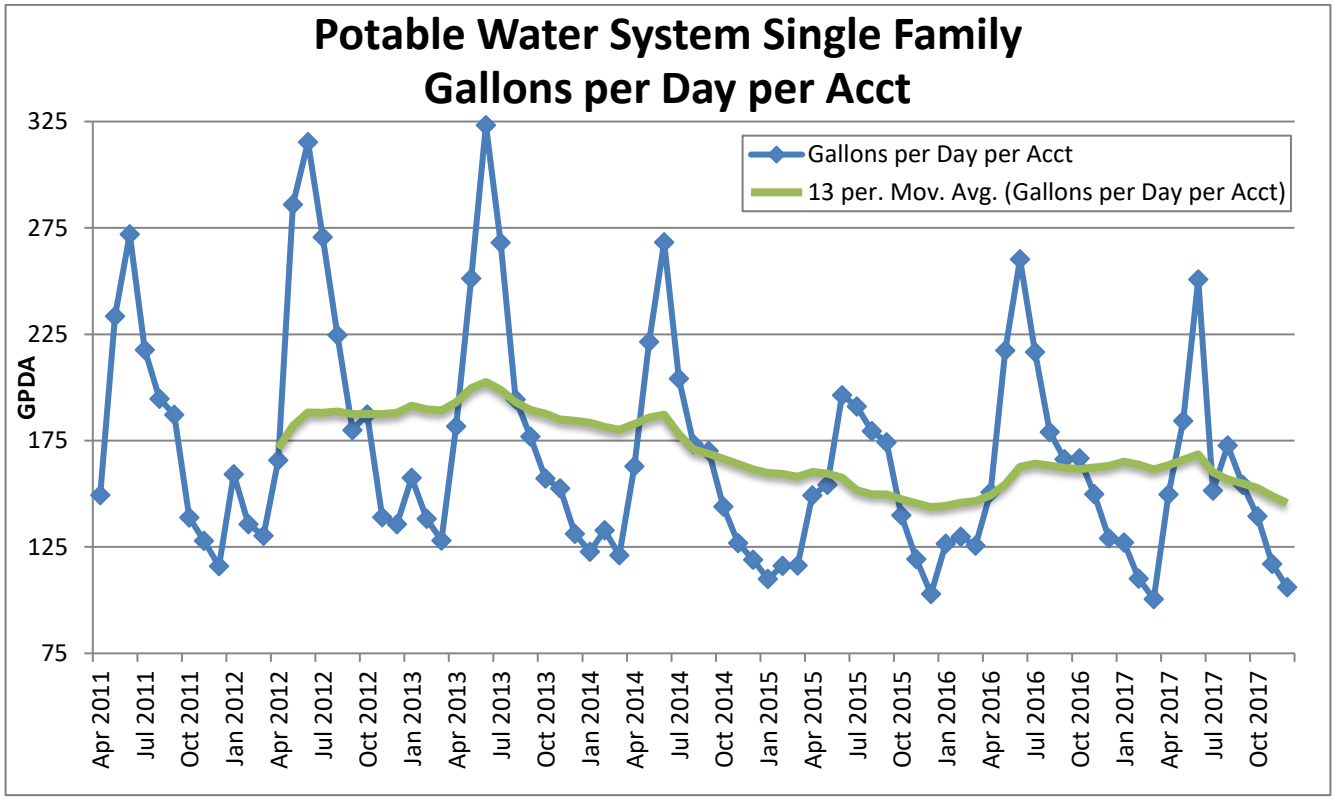
costs that are considered when determining the value of water saved due to conservation are the cost savings from deferring the Red Gap Ranch project as a result of passive and active conservation water savings. Without conservation, a future significant water supply expansion project has been estimated to begin its 10-year construction in year 2023, be online by 2032, and have a project capacity volume of 12,000 AF. Life-cycle construction costs are estimated to be $268 million with annual operational costs of approximately $1.34 million. Designed to be "triggered" when average demands exceed 12,000 AF per year (in year 2032), it is estimated that passive and active conservation effort savings could delay the project need by more than 15 years to year 2048, deferring both construction and annual maintenance costs. The estimated total cost savings by deferring a future significant water supply expansion project is $175.4 million for a cost-of-water savings estimate of $487/AF.

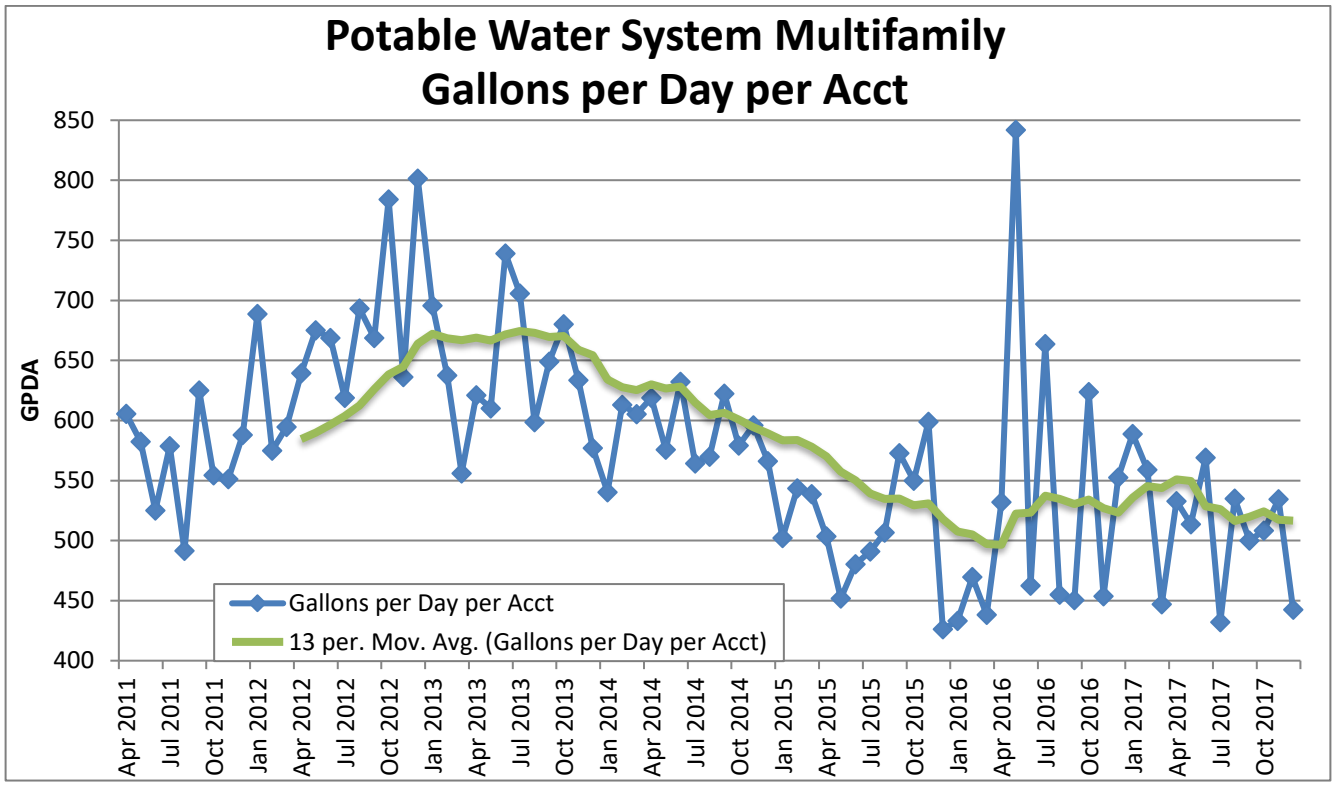
The City's average wastewater cost of approximately $171/AF is based on 2017 annual chemical/treatment costs and 2017 annual energy costs for pumping/moving the wastewater.

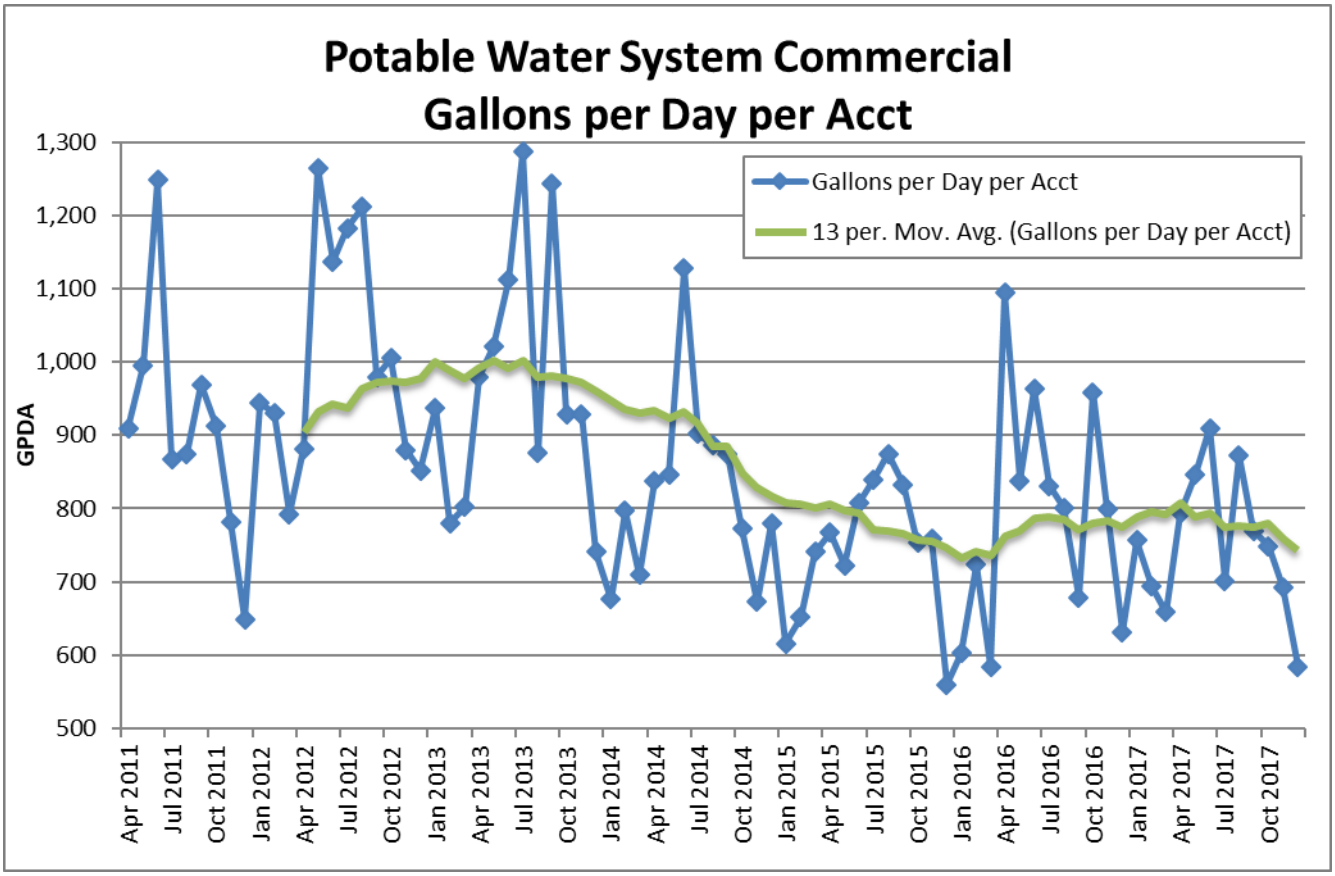
Reclaimed water is estimated to cost approximately $67 per AF based on 2017 volumes and expenditures for annual chemical/treatment, annual energy costs for pumping and moving the water, and permitting fees.

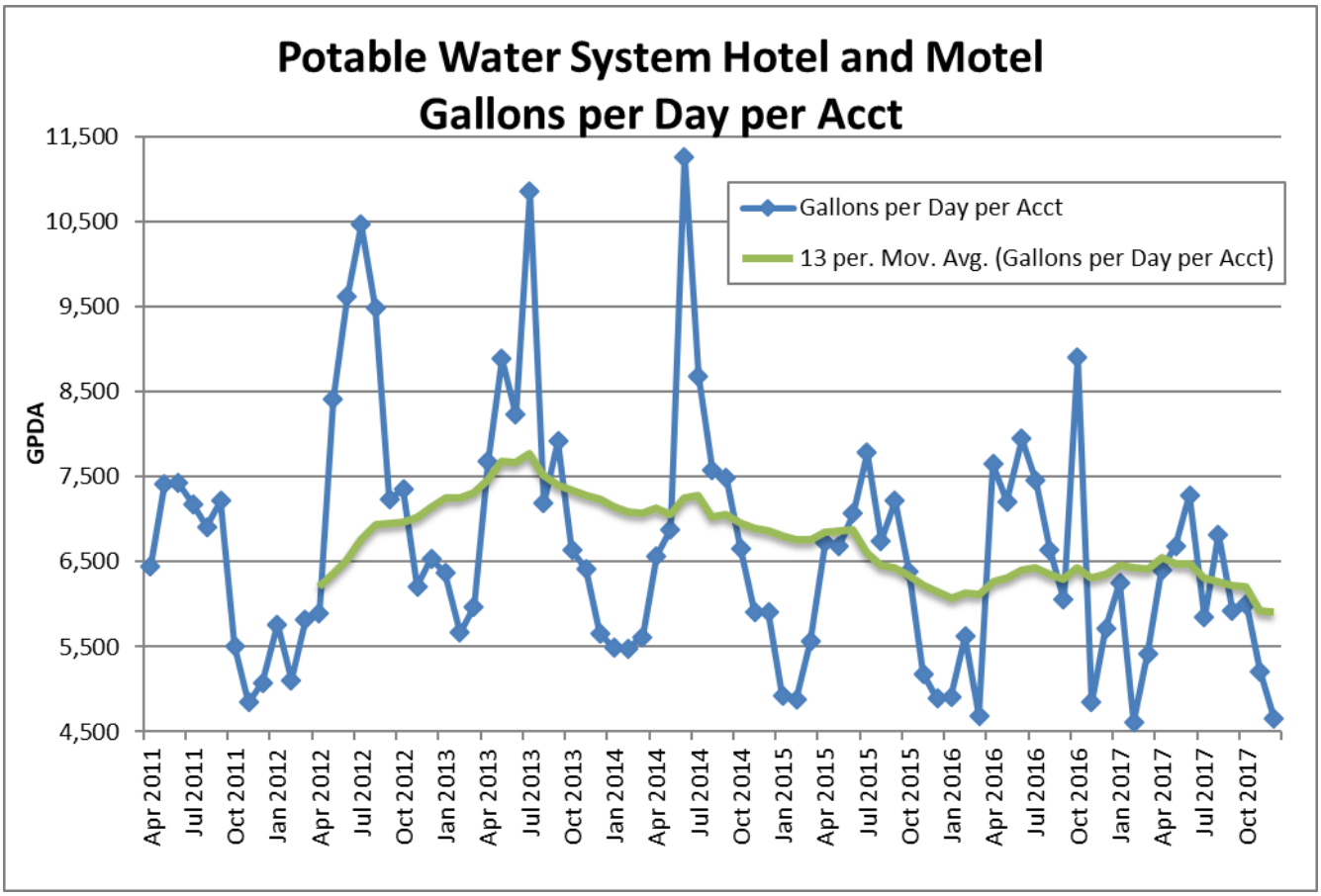


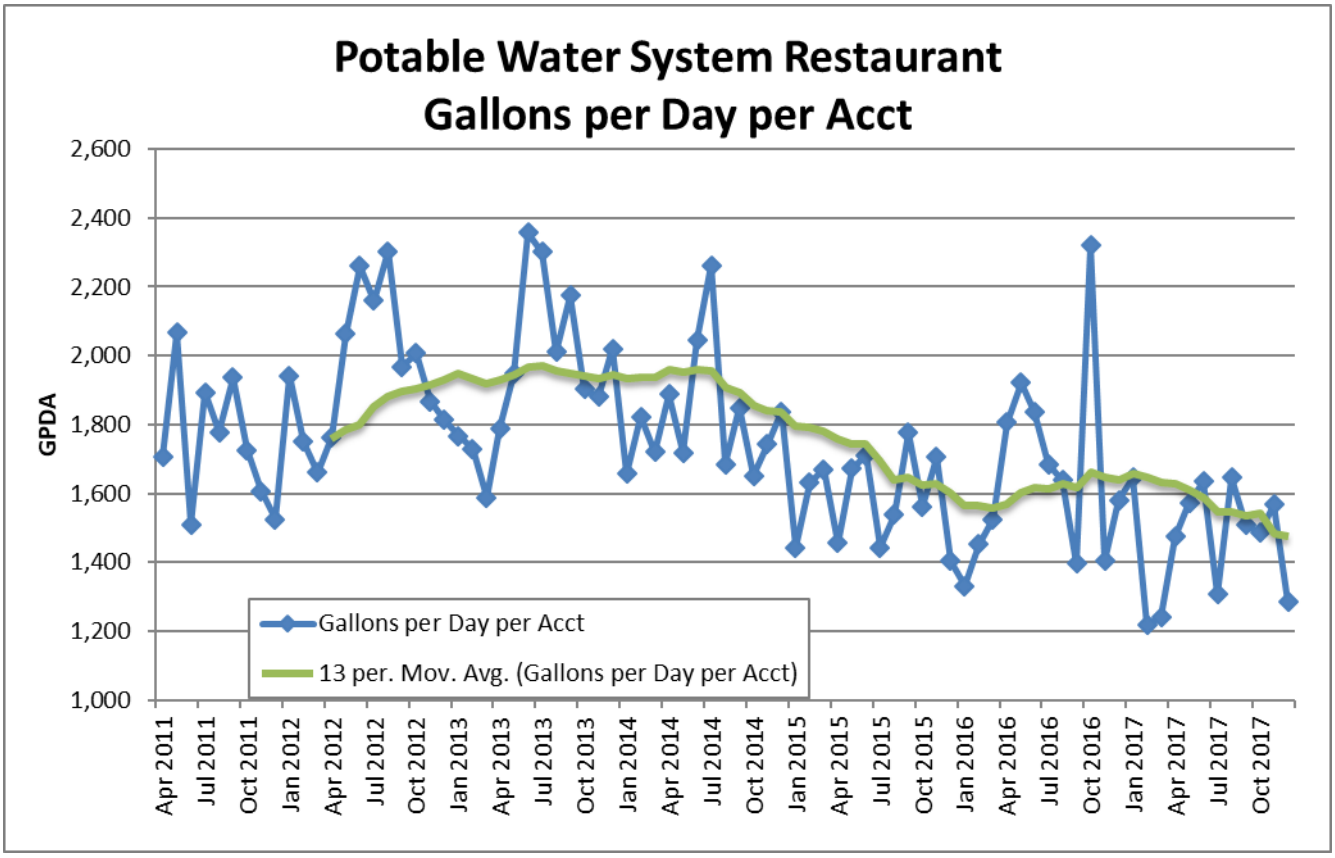
APPENDIX B – HISTORICAL MONTHLY POTABLE WATER USE PER ACCOUNT TYPE

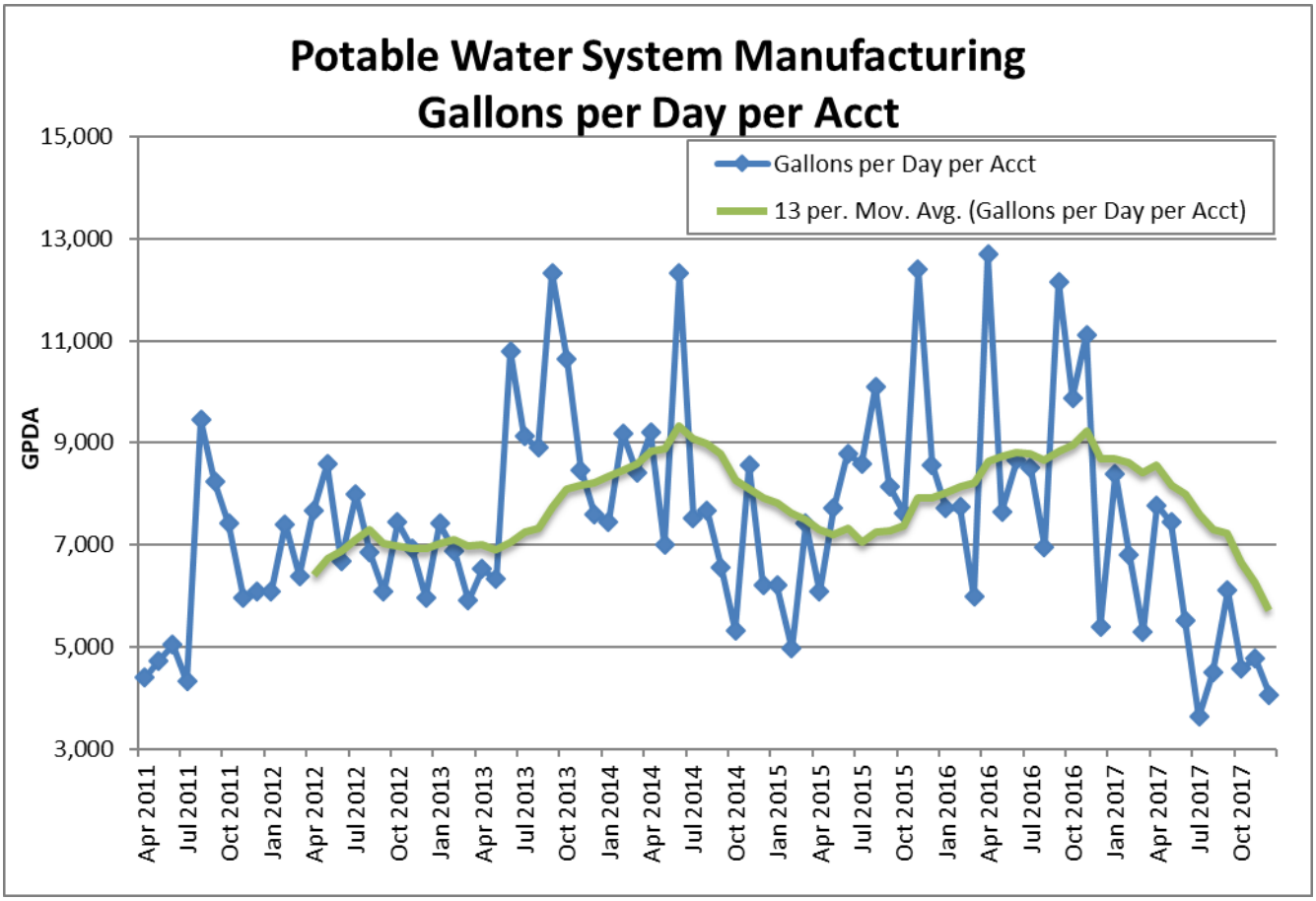


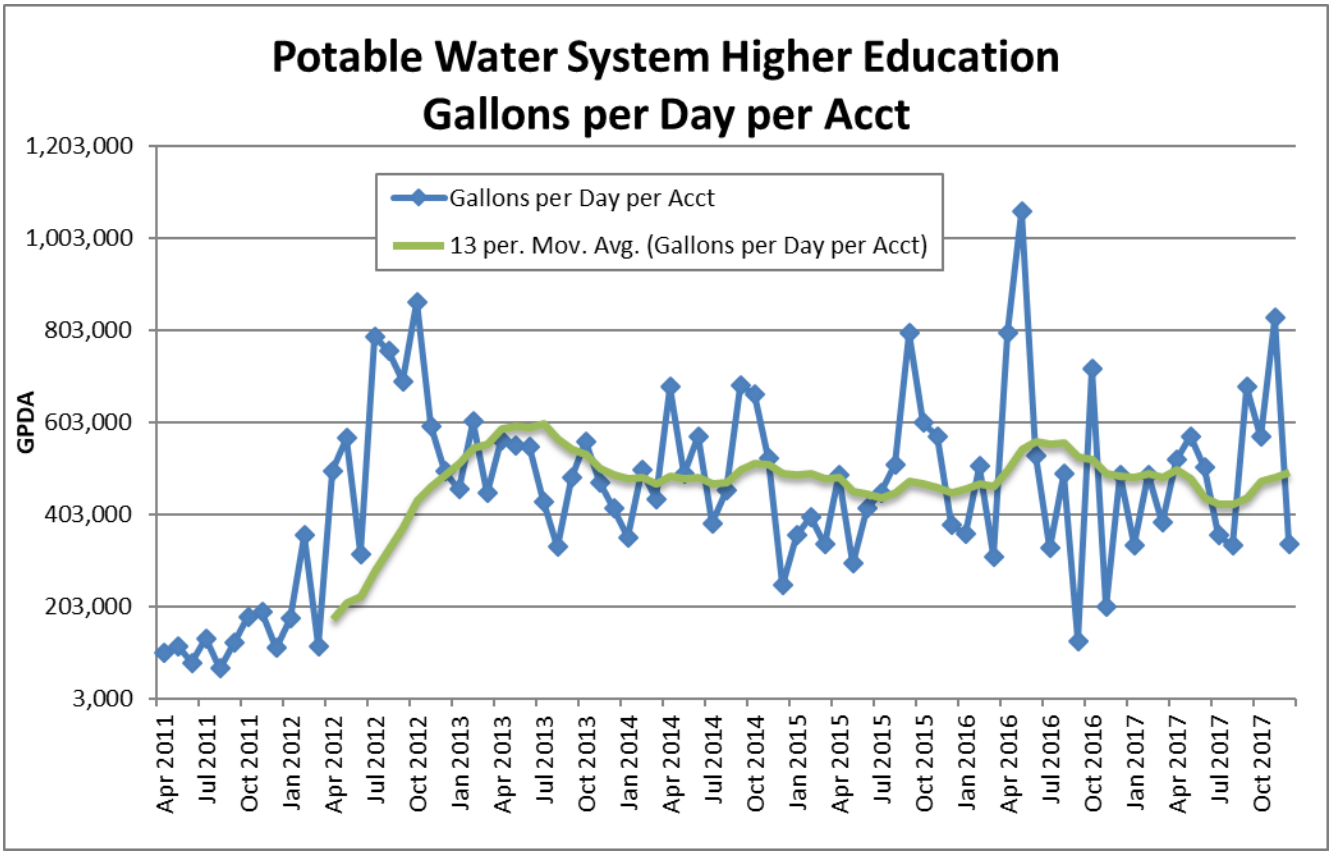


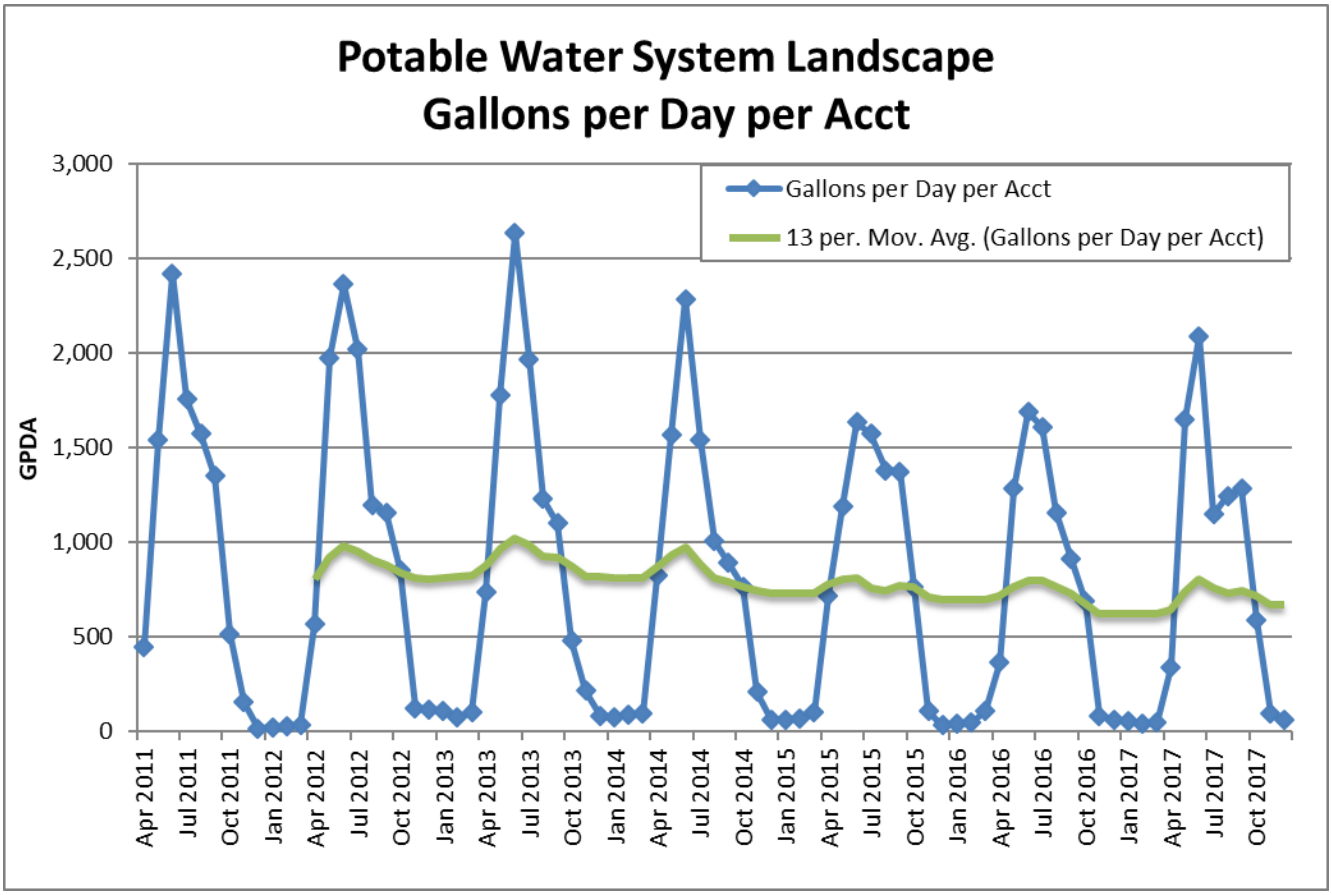

Potable Water System Commercial
Gallons per Day per Acct
GPDA
1,300
1,200
1,100
1,000
900
800
700
600
500
Gallons per Day per Acct
13 per. Mov. Avg. (Gallons per Day per Acct)
Apr 2011
Jul 2011
Oct 2011
Jan 2012
Apr 2012
Jul 2012
Oct 2012
Jan 2013
Apr 2013
Jul 2013
Oct 2013
Jan 2014
Apr 2014
Jul 2014
Oct 2014
Jan 2015
Apr 2015
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Jul 2016
Oct 2016
Jan 2017
Apr 2017
Jul 2017
Oct 2017

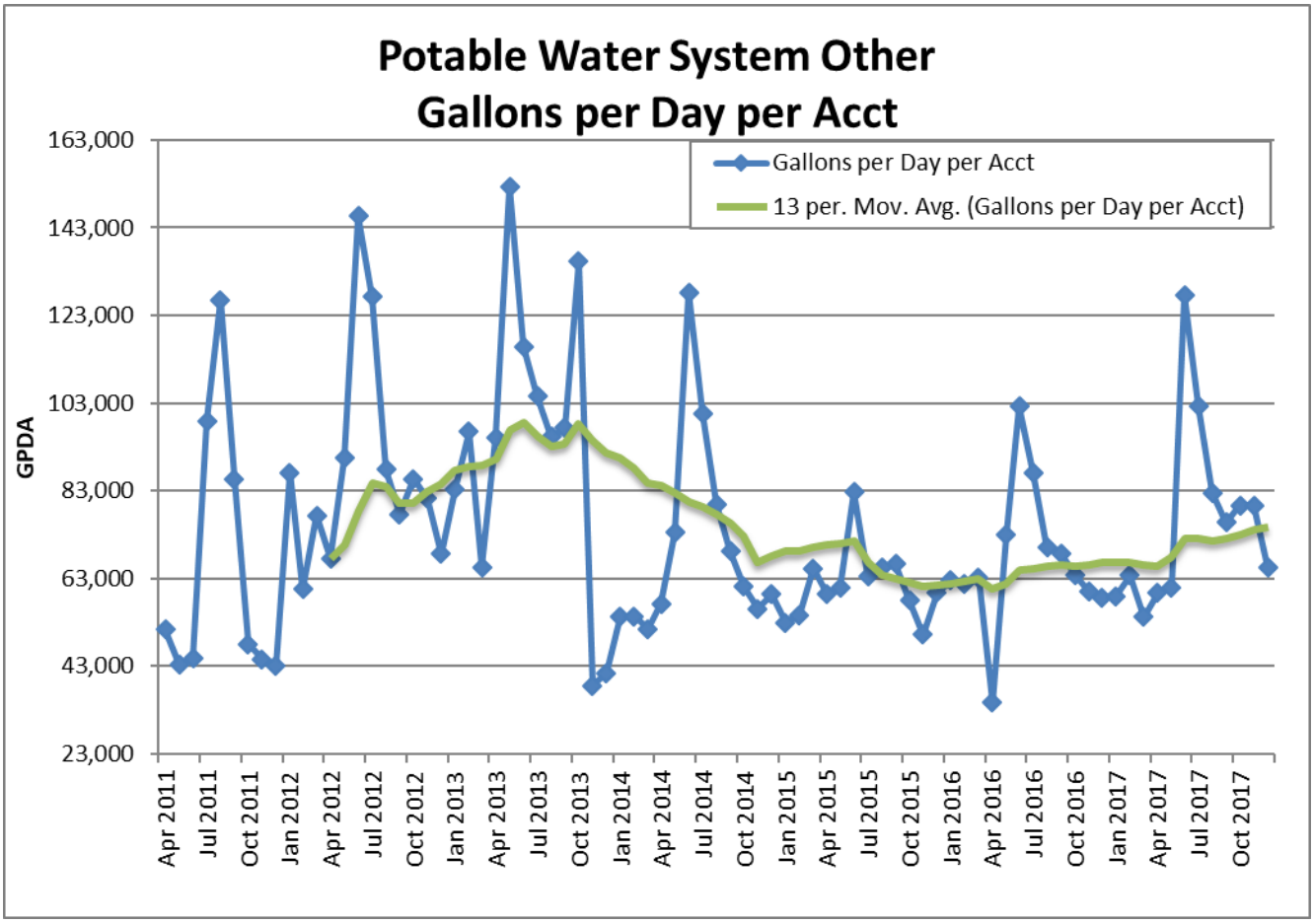

Potable Water System Hotel and Motel
Gallons per Day per Acct
GPDA
11,500
10,500
9,500
8,500
7,500
6,500
5,500
4,500
Gallons per Day per Acct
13 per. Mov. Avg. (Gallons per Day per Acct)
Apr 2011
Jul 2011
Oct 2011
Jan 2012
Apr 2012
Jul 2012
Oct 2012
Jan 2013
Apr 2013
Jul 2013
Oct 2013
Jan 2014
Apr 2014
Jul 2014
Oct 2014
Jan 2015
Apr 2015
Jul 2015
Oct 2015
Jan 2016
Apr 2016
Jul 2016
Oct 2016
Jan 2017
Apr 2017
Jul 2017
Oct 2017


Potable Water System Restaurant
Gallons per Day per Acct
GPDA
2,600
2,400
2,200
2,000
1,800
1,600
1,400
1,200
1,000
Gallons per Day per Acct
13 per. Mov. Avg. (Gallons per Day per Acct)
Apr 2011
Jul 2011
Oct 2011
Jan 2012
Apr 2012
Jul 2012
Oct 2012
Jan 2013
Apr 2013
Jul 2013
Oct 2013
Jan 2014
Apr 2014
Jul 2014
Oct 2014
Jan 2015
Apr 2015
Jul 2015
Oct 2015
Jan 2016
Apr 2016
Jul 2016
Oct 2016
Jan 2017
Apr 2017
Jul 2017
Oct 2017


Potable Water System Manufacturing
Gallons per Day per Acct
GPDA
15,000
13,000
11,000
9,000
7,000
5,000
3,000
Gallons per Day per Acct
13 per. Mov. Avg. (Gallons per Day per Acct)
Apr 2011
Jul 2011
Oct 2011
Jan 2012
Apr 2012
Jul 2012
Oct 2012
Jan 2013
Apr 2013
Jul 2013
Oct 2013
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Apr 2014
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Jan 2015
Apr 2015
Jul 2015
Oct 2015
Jan 2016
Apr 2016
Jul 2016
Oct 2016
Jan 2017
Apr 2017
Jul 2017
Oct 2017


Potable Water System Higher Education
Gallons per Day per Acct
1,203,000
1,003,000
803,000
603,000
403,000
203,000
3,000
GPDA
Gallons per Day per Acct
13 per. Mov. Avg. (Gallons per Day per Acct)
Apr 2011
Jul 2011
Oct 2011
Jan 2012
Apr 2012
Jul 2012
Oct 2012
Jan 2013
Apr 2013
Jul 2013
Oct 2013
Jan 2014
Apr 2014
Jul 2014
Oct 2014
Jan 2015
Apr 2015
Jul 2015
Oct 2015
Jan 2016
Apr 2016
Jul 2016
Oct 2016
Jan 2017
Apr 2017
Jul 2017
Oct 2017


Potable Water System Landscape
Gallons per Day per Acct
3,000
2,500
2,000
1,500
1,000
500
0
GPDA
Gallons per Day per Acct
13 per. Mov. Avg. (Gallons per Day per Acct)
Apr 2011
Jul 2011
Oct 2011
Jan 2012
Apr 2012
Jul 2012
Oct 2012
Jan 2013
Apr 2013
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Apr 2014
Jul 2014
Oct 2014
Jan 2015
Apr 2015
Jul 2015
Oct 2015
Jan 2016
Apr 2016
Jul 2016
Oct 2016
Jan 2017
Apr 2017
Jul 2017
Oct 2017


Potable Water System Other
Gallons per Day per Acct
GPDA
163,000
143,000
123,000
103,000
83,000
63,000
43,000
23,000
Gallons per Day per Acct
13 per. Mov. Avg. (Gallons per Day per Acct)
Apr 2011
Jul 2011
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Jul 2017
Oct 2017

APPENDIX C – CONSERVATION ANALYSIS RESULTS

The following table shows the estimated annual savings in acre-feet per year in five-year increments for plumbing codes only with no active conservation activity and for plumbing codes with the Current and Optimized Conservation Programs. City and customer benefit-cost ratios are presented for each program as well as the present value of water savings and utility costs.

Table C-1. Potable Water System Conservation Program Estimated Costs and Water Savings Comparison

Conservation Program	Water Savings (AFY)					Water Utility Benefit-Cost Ratio	Water Utility Present Value of Water Savings	Water Utility Present Value of Utility Costs	Water Utility Cost of Water Saved ($/AF)
	2020	2025	2030	2035	2040				
Plumbing Code Only	100	370	650	960	1,300	N/A	N/A	N/A	N/A
Current Conservation Program with Plumbing Code	230	590	880	1,100	1,330	1.7	$8,842,000	$5,345,000	$300
Optimized Conservation Program with Plumbing Code	270	840	1,330	1,670	2,020	1.8	$13,331,000	$7,347,000	$280

Notes:

1. Costs presented here are directly attributable to the City only.
2. Present value costs and savings are rounded to the nearest $1,000.

APPENDIX D – PUBLIC OUTREACH DETAILS

This Appendix contains details about public outreach efforts conducted over the strategic planning process.

D.1 Open House – Flagstaff Festival of Science 2018

At an open house during the 2018 Flagstaff Festival of Science, members of the public were asked to place dot votes on their favorite measures on a set of posters. The water droplet symbols on the posters indicated current measures. Members of the Water Resources Section were available to answer questions at the event.

Figure D-1. Open House Dot Vote Posters



D.2 Advisory Committee and Stakeholder Group Meetings

The Advisory Committee met on these dates:

- September 12th, 2018
- November 27th, 2018
- December 18th, 2018
- October 9th, 2019
- February 6th, 2020

The Stakeholder Group met on the following dates:

- February 26th, 2019
- October 23rd, 2019
- March 12th, 2020

D.3 SurveyMonkey Survey

Figure D-2. Image of Survey Open to Public

The City of Flagstaff Water Conservation Program is undergoing a strategic planning process during 2018 and 2019. We're asking you to help us evaluate different water conserving actions we might take in the future.

Your responses to this survey are anonymous. If you have questions or feedback, please contact us at savewater@flagstaffaz.gov or (928) 213-2116

* 1. In the future in Flagstaff I want to see ... (please select 20 options)

- ☐ Lawns are replaced with plants that use little to no water
- ☐ City of Flagstaff helps customers calculate appropriate water use for a healthy landscape
- ☐ Customers can only water their lawns every other day based on their address
- ☐ Stormwater is captured for outdoor use on new developments
- ☐ Rainwater harvesting systems are eligible for rebates
- ☐ City of Flagstaff regularly checks the water system for leaks and wasted water
- ☐ Water meters can provide water use data minute by minute instead of once a month
- ☐ Outdoor water use is billed at a higher rate than indoor water use
- ☐ New building plans are reviewed for water efficiency opportunities
- ☐ All government buildings use water efficient practices and fixtures
- ☐ City of Flagstaff provides water conservation information at community events and online
- ☐ Demonstration gardens educate the public on the benefits of low water landscapes
- ☐ Free training is provided for landscapers on outdoor water conservation methods
- ☐ All school buildings use water efficient practices and fixtures
- ☐ City of Flagstaff enforces regulations that address water wasting practices
- ☐ New developments must have a dedicated water meter for irrigation
- ☐ Irrigation professionals are required to be certified in water efficiency practices
- ☐ Other (please specify)
- ☐ Landscaping design standards for new buildings are water efficient and climate appropriate
- ☐ New developments must have water efficient showerheads and faucets
- ☐ Water from sinks and showers can be reused to flush toilets
- ☐ Businesses are given rebates to improve water efficiency
- ☐ Hotels and motels are targeted to improve water efficiency
- ☐ Water conservation staff are available to provide in-person water checkups for businesses
- ☐ Golf courses are targeted to improve water efficiency
- ☐ Cooling towers are targeted to improve water efficiency
- ☐ Individual water meters are installed for each apartment in a building and each business in a strip mall to track water usage
- ☐ Water efficient irrigation systems are eligible for rebates
- ☐ Water efficient washing machines are eligible for rebates
- ☐ Water efficient toilets and urinals are eligible for rebates
- ☐ Water efficient spray nozzles for dish washing are given to restaurants and commercial kitchens
- ☐ Water efficient showerheads and aerators are given to the public
- ☐ Hot water recirculators that save water (by delivering hot water instantly to water fixtures) are eligible for rebates
- ☐ Low income customers can receive financial assistance to fix water leaks
- ☐ Water conservation staff are available to provide in-home water checkups for residents

D.4 Festival of Science 2019

At the 2019 Festival of Science – Science in the Park, staff administered a survey to participants, asking them to select measures to insert into the Optimized Conservation Program.

Figure D-3 Public Survey – Measures for Optimized Conservation Program (FRONT)

Water Conserving Actions	Daily Water Savings	Annual Cost	Pick 3
Efficient Toilet Rebates	💧💧	$$	
Commercial Rebates and Consultations	💧💧	$$$	
Government Building Retrofits	💧	$	
Leak Assistance for Low Income Customers	💧	$	
Hot Water Recirculation Retrofits	💧	$	
Outdoor Water Budgeting for Large Lawns	💧💧	$$	
School Retrofits (K12 and college)	💧💧	$$	
Low Water Landscape Rebates	💧	$$	
Rainwater Container Rebate	💧💧	$$	
Submetering	💧	$	

💧 0 - 10k gals	**$ 0-10k**
💧💧 10-100k gals	**$$ 10-25k**
💧💧💧 100k+ gals	**$$$ 25k+**

Figure D-4 Public Survey – Measures for Optimized Conservation Program (BACK)

Water Conserving Actions	Daily Water Savings	Annual Cost
Tiered Rates for Residential	💧💧💧	$$
Check System for Leaks & Repair	💧💧💧	$$$
Community Outreach	💧💧	$ $$
Enforce Watering Code	💧	$
Residential Water Consultations	💧	$
Give Away Efficient Showerheads and Aerators	💧💧	$
Landscape and Rainwater Retention Code	💧💧💧	$
Efficient Showerhead and Faucet Code	💧💧💧	$
Utilize SmartMeters	💧💧💧	$$$
Hot Water Recirculation Code	💧💧💧	$
Innovation and Pilot Projects	💧	$$

💧 0 - 10k gals	**$ 0-10k**
💧💧 10-100k gals	**$$ 10-25k**
💧💧💧 100k+ gals	**$$$ 25k+**

APPENDIX E – DSS MODEL INDIVIDUAL CONSERVATION MEASURE DESIGN INPUTS AND RESULTS FOR POTABLE WATER SYSTEM

Public Outreach and School Education

Overview

Name	Public Outreach and School Education
Abbr	Outreach
Category	Default
Measure Type	Standard Measure

Time Period

First Year	2018
Last Year	2040
Measure Length	23

Measure Life

Permanent	☐
Years	2
Repeat	☐

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$5.00	$0.00	4
SF	$5.00	$0.00	1

Administration Costs

Method: Percent

Markup Percentage	50%

Description

This measure includes promotional items, time spent on tabling, the annual Water Awareness Month efforts, and the annual partnership with Arizona Project WET. Does not include aerators, showerheads, pre rinse spray nozzles, and hose nozzles giveaway. Outreach regarding the National Mayor's Challenge for Water Conservation Award is also encompassed.

Customer Classes

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
	☑	☑	☐	☐	☐	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☑	☑							
Urinals									
Lavatory Faucets	☑	☑							
Showers	☑	☑							
Dishwashers	☑	☑							
Clothes Washers	☑	☑							
Process									
Kitchen Spray Rinse									
Internal Leakage	☑	☑							
Baths	☑	☑							
Other	☑	☑							
Irrigation	☑	☑							
Pools	☐	☐							
Wash Down	☑	☑							
Cooling									
Car Washing	☑	☑							
External Leakage	☑	☑							
Outdoor									
Non-Lavatory/Kitchen Faucets	☑	☑							

Comments

Savings basis: industry standard
> Find cost basis on black-tabbed worksheet "2019 Measure Cost Basis"
> Pools are unlikely to be affected - very few outdoor pools in Flagstaff.
> COF estimates 50%-75% of the residential community is "touched" annually via outreach per year, including CityScape, social media, street banners, etc.

Results

Units: MG

Average Water Savings (mgd)	
0.044363	
Lifetime Savings - Present Value ($)	
Utility	$698,959
Community	$1,316,929
Lifetime Costs - Present Value ($)	
Utility	$1,997,211
Community	$1,997,211
Benefit to Cost Ratio	
Utility	0.35
Community	0.66
Cost of Savings per Unit Volume ($/mg)	
Utility	$5,359

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Toilets	1.0%	102.6
SF Toilets	1.0%	23.2
MF Lavatory Faucets	1.0%	25.7
SF Lavatory Faucets	1.0%	8.1
MF Showers	1.0%	124.0
SF Showers	1.0%	25.7
MF Dishwashers	1.0%	4.3
SF Dishwashers	1.0%	2.3
MF Clothes Washers	1.0%	72.7
SF Clothes Washers	1.0%	19.1
MF Internal Leakage	1.0%	34.2
SF Internal Leakage	1.0%	15.1
MF Baths	1.0%	8.6
SF Baths	1.0%	3.5
MF Other	1.0%	8.6
SF Other	1.0%	3.8
MF Irrigation	1.0%	25.2
SF Irrigation	1.0%	39.4
MF Wash Down	1.0%	1.2
SF Wash Down	1.0%	1.9
MF Car Washing	1.0%	1.2
SF Car Washing	1.0%	1.9
MF External Leakage	1.0%	2.1
SF External Leakage	1.0%	3.3
MF Non-Lavatory/Kitchen Faucets	1.0%	47.0
SF Non-Lavatory/Kitchen Faucets	1.0%	15.1

Targets

Target Method: Percentage

% of Accts Targeted / yr	50.000%
Only Effects New Accts	☐

Costs

View: Utility Details

	Fixture Costs	Admin Costs	Utility Total
2018	$67,760	$33,880	$101,640
2019	$69,251	$34,626	$103,877
2020	$70,774	$35,387	$106,161
2021	$72,332	$36,166	$108,498
2022	$73,923	$36,961	$110,884
2023	$75,549	$37,774	$113,323
2024	$77,211	$38,605	$115,816
2025	$78,910	$39,455	$118,365
2026	$80,646	$40,323	$120,969
2027	$82,420	$41,210	$123,629
2028	$84,233	$42,117	$126,350
2029	$86,086	$43,043	$129,129
2030	$87,980	$43,990	$131,970
2031	$89,916	$44,958	$134,873
2032	$91,894	$45,947	$137,841
2033	$93,916	$46,958	$140,874
2034	$95,981	$47,991	$143,972
2035	$98,093	$49,047	$147,140
2036	$100,251	$50,126	$150,377
2037	$102,457	$51,228	$153,685
2038	$104,711	$52,355	$157,066
2039	$107,014	$53,507	$160,521
2040	$109,369	$54,684	$164,053

Targets

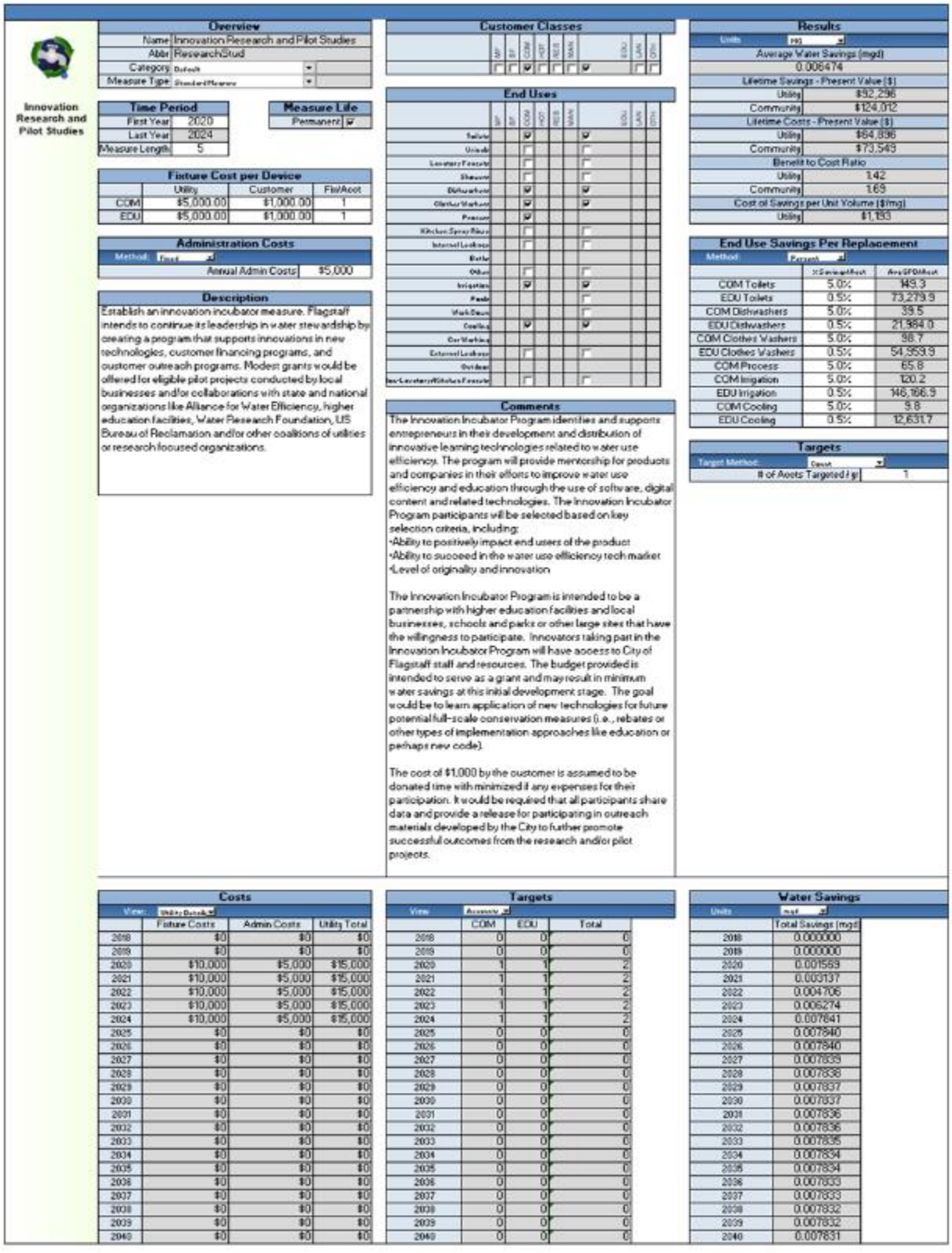
View: Accounts

	MF	SF	Total
2018	1,470	7,672	9,142
2019	1,502	7,841	9,343
2020	1,535	8,013	9,549
2021	1,569	8,190	9,759
2022	1,604	8,370	9,973
2023	1,639	8,554	10,193
2024	1,675	8,742	10,417
2025	1,712	8,934	10,646
2026	1,750	9,131	10,881
2027	1,788	9,332	11,120
2028	1,827	9,537	11,365
2029	1,868	9,747	11,615
2030	1,909	9,961	11,870
2031	1,951	10,181	12,131
2032	1,994	10,405	12,398
2033	2,037	10,633	12,671
2034	2,082	10,867	12,950
2035	2,128	11,106	13,234
2036	2,175	11,351	13,526
2037	2,223	11,600	13,823
2038	2,272	11,856	14,127
2039	2,322	12,116	14,438
2040	2,373	12,383	14,756

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.019192
2019	0.038504
2020	0.039053
2021	0.039619
2022	0.040204
2023	0.040806
2024	0.041426
2025	0.042064
2026	0.042719
2027	0.043391
2028	0.044079
2029	0.044784
2030	0.045505
2031	0.046243
2032	0.047001
2033	0.047780
2034	0.048579
2035	0.049398
2036	0.050239
2037	0.051099
2038	0.051979
2039	0.052880
2040	0.053802



Innovation Research and Pilot Studies

Overview

Name	Innovation Research and Pilot Studies
Abbr	ResearchStud
Category	Default
Measure Type	Standard Measure

Time Period

First Year	2020
Last Year	2024
Measure Length	5

Measure Life

Permanent ☑

Fixture Cost per Device

	Utility	Customer	Fix/Acct
COM	$5,000.00	$1,000.00	1
EDU	$5,000.00	$1,000.00	1

Administration Costs

Method: Fixed

Annual Admin Costs	$5,000

Description

Establish an innovation incubator measure. Flagstaff intends to continue its leadership in water stewardship by creating a program that supports innovations in new technologies, customer financing programs, and customer outreach programs. Modest grants would be offered for eligible pilot projects conducted by local businesses and/or collaborations with state and national organizations like Alliance for Water Efficiency, higher education facilities, Water Research Foundation, US Bureau of Reclamation and/or other coalitions of utilities or research focused organizations.

Customer Classes

SF	EF	COM	HOT	RES	MAN		EDU	LAN	GOV
☐	☐	☑	☐	☐	☐		☑	☐	☐

End Uses

	SF	EF	COM	HOT	RES	MAN		EDU	LAN	GOV
Toilets			☑			☑				
Urinals			☐			☐				
Lavatory Faucets			☐			☐				
Showers			☐			☐				
Dishwashers			☑			☑				
Clothes Washers			☑			☑				
Process			☑							
Kitchen Spray Rinse			☐			☐				
Internal Leakage			☐			☐				
Bath										
Other			☐			☐				
Irrigation			☑			☑				
Pools						☐				
Wash Down						☐				
Cooling			☑			☑				
Car Washing										
External Leakage			☐			☐				
Outdoor										
Non-Lavatory/Kitchen Faucets			☐			☐				

Comments

The Innovation Incubator Program identifies and supports entrepreneurs in their development and distribution of innovative learning technologies related to water use efficiency. The program will provide mentorship for products and companies in their efforts to improve water use efficiency and education through the use of software, digital content and related technologies. The Innovation Incubator Program participants will be selected based on key selection criteria, including:

•Ability to positively impact end users of the product
•Ability to succeed in the water use efficiency tech market
•Level of originality and innovation

The Innovation Incubator Program is intended to be a partnership with higher education facilities and local businesses, schools and parks or other large sites that have the willingness to participate. Innovators taking part in the Innovation Incubator Program will have access to City of Flagstaff staff and resources. The budget provided is intended to serve as a grant and may result in minimum water savings at this initial development stage. The goal would be to learn application of new technologies for future potential full-scale conservation measures (i.e., rebates or other types of implementation approaches like education or perhaps new code).

The cost of $1,000 by the customer is assumed to be donated time with minimized if any expenses for their participation. It would be required that all participants share data and provide a release for participating in outreach materials developed by the City to further promote successful outcomes from the research and/or pilot projects.

Results

Units: mg

Average Water Savings (mgd)	
	0.006474
Lifetime Savings - Present Value ($)	
Utility	$92,296
Community	$124,012
Lifetime Costs - Present Value ($)	
Utility	$64,896
Community	$73,549
Benefit to Cost Ratio	
Utility	1.42
Community	1.69
Cost of Savings per Unit Volume ($/mg)	
Utility	$1,193

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
COM Toilets	5.0%	149.3
EDU Toilets	0.5%	73,279.9
COM Dishwashers	5.0%	39.5
EDU Dishwashers	0.5%	21,984.0
COM Clothes Washers	5.0%	98.7
EDU Clothes Washers	0.5%	54,959.9
COM Process	5.0%	65.8
COM Irrigation	5.0%	120.2
EDU Irrigation	0.5%	146,166.9
COM Cooling	5.0%	9.8
EDU Cooling	0.5%	12,631.7

Targets

Target Method: Direct

# of Accts Targeted / yr	1

Costs

View: Utility Default

	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$10,000	$5,000	$15,000
2021	$10,000	$5,000	$15,000
2022	$10,000	$5,000	$15,000
2023	$10,000	$5,000	$15,000
2024	$10,000	$5,000	$15,000
2025	$0	$0	$0
2026	$0	$0	$0
2027	$0	$0	$0
2028	$0	$0	$0
2029	$0	$0	$0
2030	$0	$0	$0
2031	$0	$0	$0
2032	$0	$0	$0
2033	$0	$0	$0
2034	$0	$0	$0
2035	$0	$0	$0
2036	$0	$0	$0
2037	$0	$0	$0
2038	$0	$0	$0
2039	$0	$0	$0
2040	$0	$0	$0

Targets

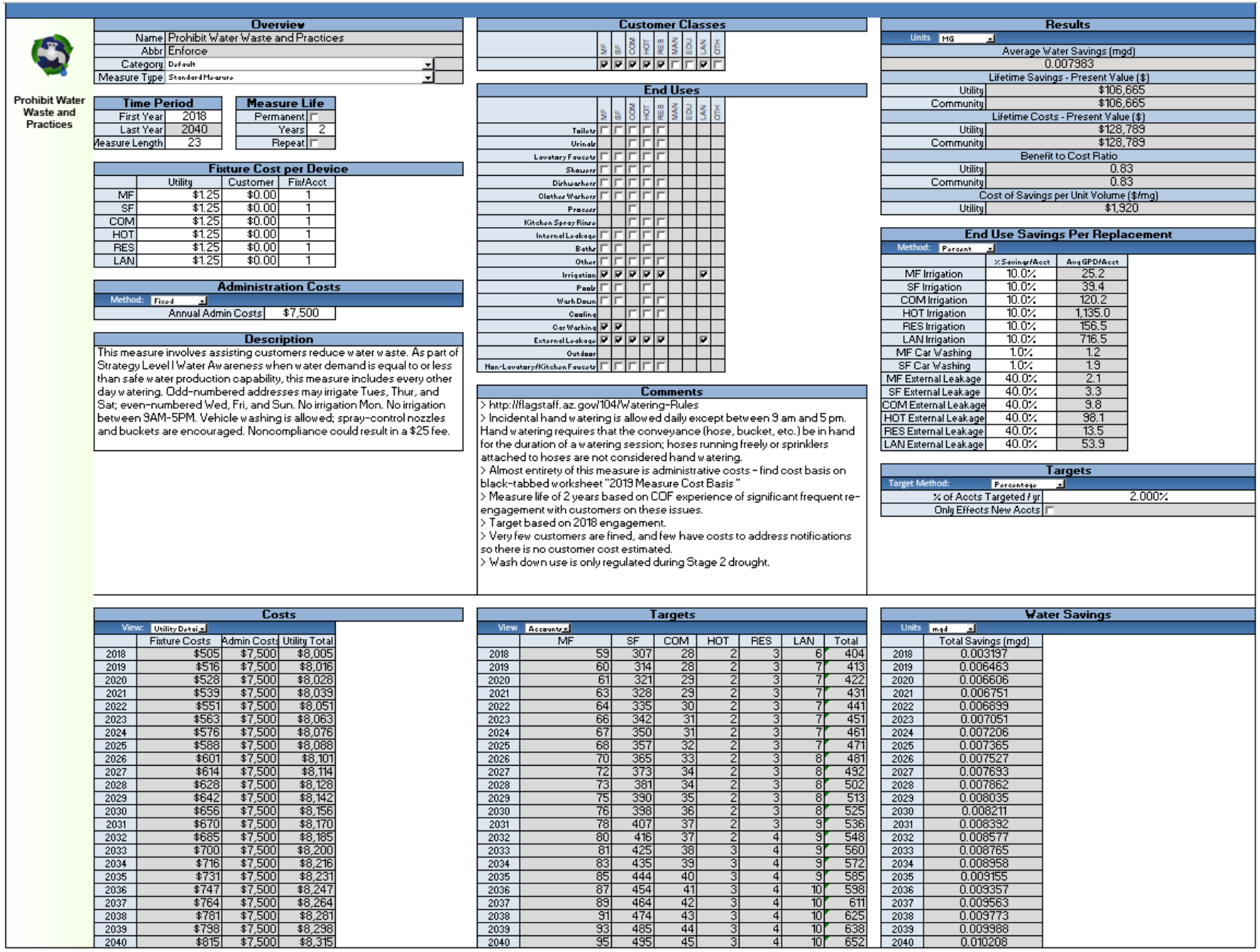
View: Accounts

	COM	EDU	Total
2018	0	0	0
2019	0	0	0
2020	1	1	2
2021	1	1	2
2022	1	1	2
2023	1	1	2
2024	1	1	2
2025	0	0	0
2026	0	0	0
2027	0	0	0
2028	0	0	0
2029	0	0	0
2030	0	0	0
2031	0	0	0
2032	0	0	0
2033	0	0	0
2034	0	0	0
2035	0	0	0
2036	0	0	0
2037	0	0	0
2038	0	0	0
2039	0	0	0
2040	0	0	0

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.001569
2021	0.003137
2022	0.004706
2023	0.006274
2024	0.007841
2025	0.007840
2026	0.007840
2027	0.007839
2028	0.007838
2029	0.007837
2030	0.007837
2031	0.007836
2032	0.007836
2033	0.007835
2034	0.007834
2035	0.007834
2036	0.007833
2037	0.007833
2038	0.007832
2039	0.007832
2040	0.007831



Prohibit Water Waste and Practices

Overview

Name	Prohibit Water Waste and Practices
Abbr	Enforce
Category	Default
Measure Type	Standard Measure

Time Period

First Year	2018
Last Year	2040
Measure Length	23

Measure Life

Permanent	☐
Years	2
Repeat	☐

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$1.25	$0.00	1
SF	$1.25	$0.00	1
COM	$1.25	$0.00	1
HOT	$1.25	$0.00	1
RES	$1.25	$0.00	1
LAN	$1.25	$0.00	1

Administration Costs

Method: Fixed

Annual Admin Costs	$7,500

Description

This measure involves assisting customers reduce water waste. As part of Strategy Level I Water Awareness when water demand is equal to or less than safe water production capability, this measure includes every other day watering. Odd-numbered addresses may irrigate Tues, Thur, and Sat; even-numbered Wed, Fri, and Sun. No irrigation Mon. No irrigation between 9AM-5PM. Vehicle washing is allowed; spray-control nozzles and buckets are encouraged. Noncompliance could result in a $25 fee.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☑	☑	☑	☑	☑	☐	☐	☑	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐	☐	☐	☐	☐				
Urinals			☐	☐					
Lavatory Faucets	☐	☐	☐	☐	☐				
Showers	☐	☐	☐	☐					
Dishwashers	☐	☐	☐	☐	☐				
Clothes Washers	☐	☐	☐	☐	☐				
Process			☐						
Kitchen Spray Rinse			☐	☐	☐				
Internal Leakage	☐	☐	☐	☐	☐				
Baths	☐	☐		☐					
Other	☐	☐	☐	☐	☐				
Irrigation	☑	☑	☑	☑	☑			☑	
Pools	☐	☐		☐					
Wash Down	☐	☐		☐	☐				
Cooling			☐	☐	☐				
Car Washing	☑	☑							
External Leakage	☑	☑	☑	☑	☑			☑	
Outdoor									
Non-Lavatory/Kitchen Faucets	☐	☐	☐	☐	☐				

Comments

> http://flagstaff.az.gov/104/Watering-Rules
> Incidental hand watering is allowed daily except between 9 am and 5 pm. Hand watering requires that the conveyance (hose, bucket, etc.) be in hand for the duration of a watering session; hoses running freely or sprinklers attached to hoses are not considered hand watering.
> Almost entirety of this measure is administrative costs - find cost basis on black-tabbed worksheet "2019 Measure Cost Basis"
> Measure life of 2 years based on COF experience of significant frequent re-engagement with customers on these issues.
> Target based on 2018 engagement.
> Very few customers are fined, and few have costs to address notifications so there is no customer cost estimated.
> Wash down use is only regulated during Stage 2 drought.

Results

Units: MG

Average Water Savings (mgd)	
	0.007983
Lifetime Savings - Present Value ($)	
Utility	$106,665
Community	$106,665
Lifetime Costs - Present Value ($)	
Utility	$128,789
Community	$128,789
Benefit to Cost Ratio	
Utility	0.83
Community	0.83
Cost of Savings per Unit Volume ($/mg)	
Utility	$1,920

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Irrigation	10.0%	25.2
SF Irrigation	10.0%	39.4
COM Irrigation	10.0%	120.2
HOT Irrigation	10.0%	1,135.0
RES Irrigation	10.0%	156.5
LAN Irrigation	10.0%	716.5
MF Car Washing	1.0%	1.2
SF Car Washing	1.0%	1.9
MF External Leakage	40.0%	2.1
SF External Leakage	40.0%	3.3
COM External Leakage	40.0%	9.8
HOT External Leakage	40.0%	98.1
RES External Leakage	40.0%	13.5
LAN External Leakage	40.0%	53.9

Targets

Target Method: Percentage

% of Accts Targeted / yr	2.000%
Only Effects New Accts	☐

Costs

View: Utility Detail

	Fixture Costs	Admin Costs	Utility Total
2018	$505	$7,500	$8,005
2019	$516	$7,500	$8,016
2020	$528	$7,500	$8,028
2021	$539	$7,500	$8,039
2022	$551	$7,500	$8,051
2023	$563	$7,500	$8,063
2024	$576	$7,500	$8,076
2025	$588	$7,500	$8,088
2026	$601	$7,500	$8,101
2027	$614	$7,500	$8,114
2028	$628	$7,500	$8,128
2029	$642	$7,500	$8,142
2030	$656	$7,500	$8,156
2031	$670	$7,500	$8,170
2032	$685	$7,500	$8,185
2033	$700	$7,500	$8,200
2034	$716	$7,500	$8,216
2035	$731	$7,500	$8,231
2036	$747	$7,500	$8,247
2037	$764	$7,500	$8,264
2038	$781	$7,500	$8,281
2039	$798	$7,500	$8,298
2040	$815	$7,500	$8,315

Targets

View: Accounts

	MF	SF	COM	HOT	RES	LAN	Total
2018	59	307	28	2	3	6	404
2019	60	314	28	2	3	7	413
2020	61	321	29	2	3	7	422
2021	63	328	29	2	3	7	431
2022	64	335	30	2	3	7	441
2023	66	342	31	2	3	7	451
2024	67	350	31	2	3	7	461
2025	68	357	32	2	3	7	471
2026	70	365	33	2	3	8	481
2027	72	373	34	2	3	8	492
2028	73	381	34	2	3	8	502
2029	75	390	35	2	3	8	513
2030	76	398	36	2	3	8	525
2031	78	407	37	2	3	9	536
2032	80	416	37	2	4	9	548
2033	81	425	38	3	4	9	560
2034	83	435	39	3	4	9	572
2035	85	444	40	3	4	9	585
2036	87	454	41	3	4	10	598
2037	89	464	42	3	4	10	611
2038	91	474	43	3	4	10	625
2039	93	485	44	3	4	10	638
2040	95	495	45	3	4	10	652

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.003197
2019	0.006463
2020	0.006606
2021	0.006751
2022	0.006899
2023	0.007051
2024	0.007206
2025	0.007365
2026	0.007527
2027	0.007693
2028	0.007862
2029	0.008035
2030	0.008211
2031	0.008392
2032	0.008577
2033	0.008765
2034	0.008958
2035	0.009155
2036	0.009357
2037	0.009563
2038	0.009773
2039	0.009988
2040	0.010208

System Water Loss Control

Overview	
Name	System Water Loss Control
Abbr	Loss
Category	Default
Measure Type	Water Loss Measure

Description

The following water loss management elements are included in this measure: annual system water use accounting; annual computation of ILI; system pressure regulation.

Time Period	
First Year	2018

Backlog Costs	
Total Backlog Work Costs	$1,000,000
Years to Complete Backlog	10

Maintenance Costs	
Annual Maintenance Costs	$50,000

Target	
Total GPCD Reduction	3.0

Results

Units: MG

Average Water Savings (mgd)	
	0.240733
Lifetime Savings - Present Value ($)	
Utility	$3,017,691
Community	$3,017,691
Lifetime Costs - Present Value ($)	
Utility	$1,219,003
Community	$1,219,003
Benefit to Cost Ratio	
Utility	2.48
Community	2.48
Cost of Savings per Unit Volume ($/mg)	
Utility	$603

Comments

> COF's Leak Detection Program $30,000/year - outsourced. Approximately $25,000 for COF staff repairs. These costs represent the maintenance costs.
> Backlog Costs are assumed over 10 years at $1,000,000 attributed to water use efficiency (includes a water loss study)
> GPCD target assumes a 1% reduction in NRW within 5-10 years.
> Annual Waterline Replacement. 10 years to reach COF goal of replacing water pipelines every 70 years at a budget of $250/sq. ft.
> Customer meter replacement. 50% of meters are beyond useful life. Meter replacement program goal is every 15 years.
> Hydrant Replacement Program is $45,000/year. Replacing or repairing hydrants 50-60 years old. >Ongoing $4.383 million per year for aging infrastructure between 2030 - 2039
> City Water Meter Calibration Program – is funded approx. every 5 years. Assume a $50,000 study every 5 years
> Every 5 years, $75,000 for a water loss control study, followed by $75,000 for implementation of the results.

Costs

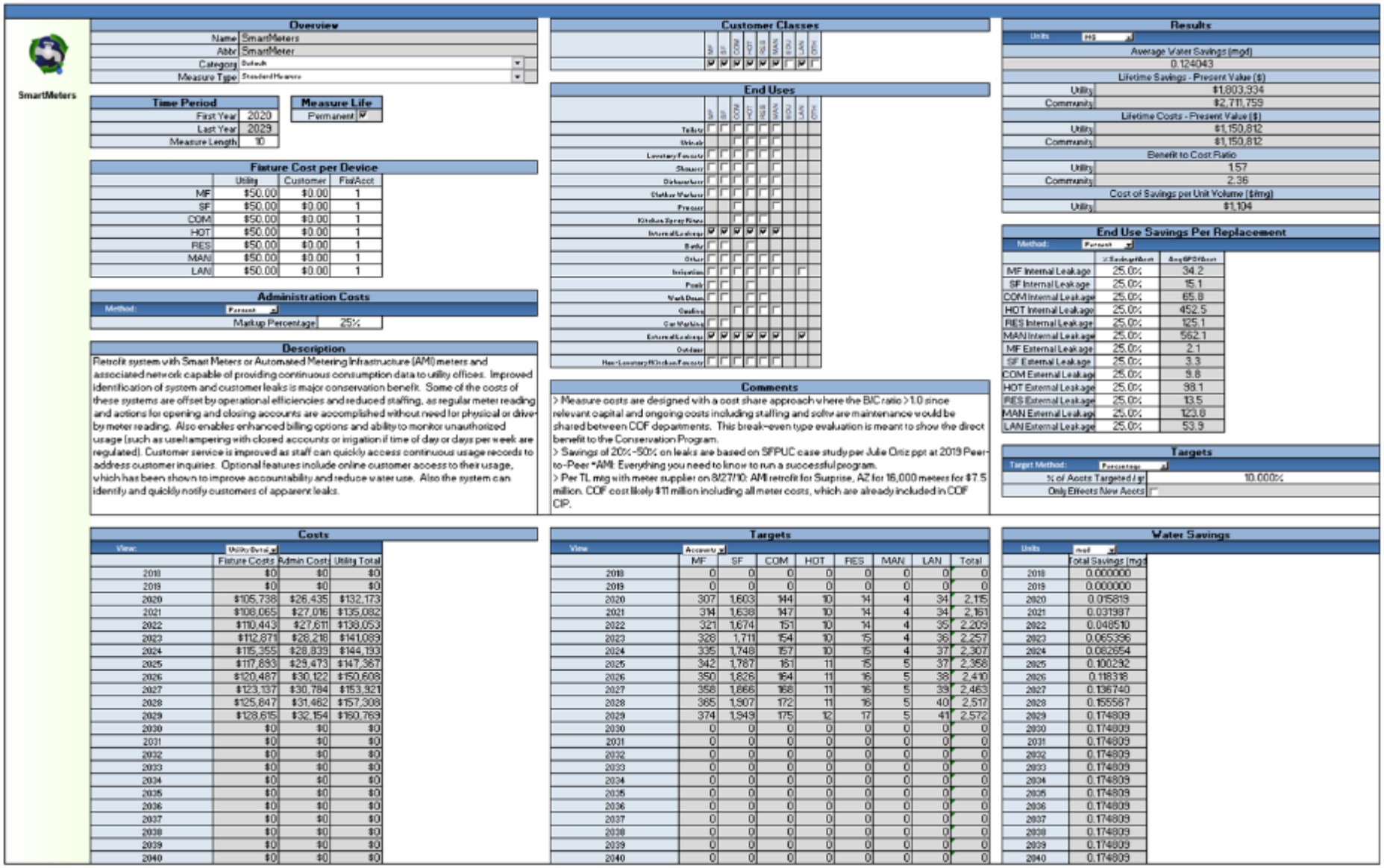
	Utility
2018	$100,000
2019	$100,000
2020	$100,000
2021	$100,000
2022	$100,000
2023	$100,000
2024	$100,000
2025	$100,000
2026	$100,000
2027	$100,000
2028	$50,000
2029	$50,000
2030	$50,000
2031	$50,000
2032	$50,000
2033	$50,000
2034	$50,000
2035	$50,000
2036	$50,000
2037	$50,000
2038	$50,000
2039	$50,000
2040	$50,000

Targets

	Projected NRW Percent
2018	10.9%
2019	10.8%
2020	10.7%
2021	10.6%
2022	10.5%
2023	10.4%
2024	10.3%
2025	10.2%
2026	10.1%
2027	10.0%
2028	10.0%
2029	10.0%
2030	10.0%
2031	10.0%
2032	10.0%
2033	10.0%
2034	10.0%
2035	10.0%
2036	10.0%
2037	10.0%
2038	10.0%
2039	10.0%
2040	10.0%

Water Savings (MG/d)

	Total Savings
2018	0.022370
2019	0.045724
2020	0.070095
2021	0.095516
2022	0.122022
2023	0.149647
2024	0.178429
2025	0.208406
2026	0.239614
2027	0.272094
2028	0.278082
2029	0.284199
2030	0.290451
2031	0.296841
2032	0.303372
2033	0.310047
2034	0.316866
2035	0.323838
2036	0.330963
2037	0.338244
2038	0.345684
2039	0.353289
2040	0.361062



SmartMeters

Overview

Name	SmartMeters
Abbr	SmartMeter
Category	Outside
Measure Type	Standard Measure

Time Period

First Year	2020
Last Year	2039
Measure Length	10

Measure Life

Permanent ☑

Fixture Cost per Device

	Utility	Customer	FixtAcct
MF	$50.00	$0.00	1
SF	$50.00	$0.00	1
COM	$50.00	$0.00	1
HOT	$50.00	$0.00	1
RES	$50.00	$0.00	1
MAN	$50.00	$0.00	1
LAN	$50.00	$0.00	1

Administration Costs

Method: Percent

Markup Percentage	25%

Description

Retrofit system with Smart Meters or Automated Metering Infrastructure (AMI) meters and associated network capable of providing continuous consumption data to utility offices. Improved identification of system and customer leaks is major conservation benefit. Some of the costs of these systems are offset by operational efficiencies and reduced staffing, as regular meter reading and actions for opening and closing accounts are accomplished without need for physical or drive-by meter reading. Also enables enhanced billing options and ability to monitor unauthorized usage (such as use/tampering with closed accounts or irrigation if time of day or days per week are regulated). Customer service is improved as staff can quickly access continuous usage records to address customer inquiries. Optional features include online customer access to their usage, which has been shown to improve accountability and reduce water use. Also the system can identify and quickly notify customers of apparent leaks.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	GOV
☑	☑	☑	☑	☑	☑	☐	☑	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	GOV
Toilets	☐	☐	☐	☐	☐	☐			
Urinals			☐	☐	☐	☐			
Lavatory Faucets	☐	☐	☐	☐	☐	☐			
Showers	☐	☐	☐	☐		☐			
Dishwashers	☐	☐	☐	☐	☐	☐			
Clothes Washers	☐	☐	☐	☐	☐	☐			
Process			☐	☐		☐			
Kitchen Spray Rinse			☐	☐					
Internal Leakage	☑	☑	☑	☑	☑	☑			
Baths	☐	☐							
Other	☐	☐	☐	☐	☐	☐			
Irrigation	☐	☐	☐	☐	☐	☐		☐	
Pools	☐	☐		☐					
Wash Down	☐	☐		☐	☐				
Cooling			☐	☐	☐	☐			
Car Washing	☐	☐							
External Leakage	☑	☑	☑	☑	☑	☑		☑	
Outdoor									
Non-Lavatory/Kitchen Faucets	☐	☐	☐	☐	☐	☐			

Comments

> Measure costs are designed with a cost share approach where the B/C ratio > 1.0 since relevant capital and ongoing costs including staffing and softw are maintenance would be shared between COF departments. This break-even type evaluation is meant to show the direct benefit to the Conservation Program.
> Savings of 20%-50% on leaks are based on SFPUC case study per Julie Ortiz ppt at 2019 Peer-to-Peer "AMI: Everything you need to know to run a successful program.
> Per TL mtg with meter supplier on 8/27/10: AMI retrofit for Surprise, AZ for 16,000 meters for $7.5 million. COF cost likely $11 million including all meter costs, which are already included in COF CIP.

Results

Units: mg

Average Water Savings (mgd)	
	0.124043
Lifetime Savings - Present Value ($)	
Utility	$1,803,934
Community	$2,711,759
Lifetime Costs - Present Value ($)	
Utility	$1,150,812
Community	$1,150,812
Benefit to Cost Ratio	
Utility	1.57
Community	2.36
Cost of Savings per Unit Volume ($/mg)	
Utility	$1,104

End Use Savings Per Replacement

Method: Percent

	% Savings/Fixture	Avg GPD/Fixture
MF Internal Leakage	25.0%	34.2
SF Internal Leakage	25.0%	15.1
COM Internal Leakage	25.0%	65.8
HOT Internal Leakage	25.0%	452.5
RES Internal Leakage	25.0%	125.1
MAN Internal Leakage	25.0%	562.1
MF External Leakage	25.0%	2.1
SF External Leakage	25.0%	3.3
COM External Leakage	25.0%	9.8
HOT External Leakage	25.0%	98.1
RES External Leakage	25.0%	13.5
MAN External Leakage	25.0%	123.8
LAN External Leakage	25.0%	53.9

Targets

Target Method: Percentage

% of Accts Targeted / yr	10.000%
Only Effects New Accts	☐

Costs

View: Utility Detail

	Fixture Costs	Admin Costs	Utility Total
2019	$0	$0	$0
2019	$0	$0	$0
2020	$105,738	$26,435	$132,173
2021	$108,065	$27,016	$135,082
2022	$110,443	$27,611	$138,053
2023	$112,871	$28,218	$141,089
2024	$115,355	$28,839	$144,193
2025	$117,893	$29,473	$147,367
2026	$120,487	$30,122	$150,608
2027	$123,137	$30,784	$153,921
2028	$125,847	$31,462	$157,308
2029	$128,615	$32,154	$160,769
2030	$0	$0	$0
2031	$0	$0	$0
2032	$0	$0	$0
2033	$0	$0	$0
2034	$0	$0	$0
2035	$0	$0	$0
2036	$0	$0	$0
2037	$0	$0	$0
2038	$0	$0	$0
2039	$0	$0	$0
2040	$0	$0	$0

Targets

View: Accounts

	MF	SF	COM	HOT	RES	MAN	LAN	Total
2019	0	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0	0
2020	307	1,603	144	10	14	4	34	2,115
2021	314	1,638	147	10	14	4	34	2,161
2022	321	1,674	151	10	14	4	35	2,209
2023	328	1,711	154	10	15	4	36	2,257
2024	335	1,748	157	10	15	4	37	2,307
2025	342	1,787	161	11	15	5	37	2,358
2026	350	1,826	164	11	16	5	38	2,410
2027	358	1,866	168	11	16	5	39	2,463
2028	365	1,907	172	11	16	5	40	2,517
2029	374	1,949	175	12	17	5	41	2,572
2030	0	0	0	0	0	0	0	0
2031	0	0	0	0	0	0	0	0
2032	0	0	0	0	0	0	0	0
2033	0	0	0	0	0	0	0	0
2034	0	0	0	0	0	0	0	0
2035	0	0	0	0	0	0	0	0
2036	0	0	0	0	0	0	0	0
2037	0	0	0	0	0	0	0	0
2038	0	0	0	0	0	0	0	0
2039	0	0	0	0	0	0	0	0
2040	0	0	0	0	0	0	0	0

Water Savings

Units: mgd

	Total Savings (mgd)
2019	0.000000
2019	0.000000
2020	0.015819
2021	0.031987
2022	0.048510
2023	0.065396
2024	0.082654
2025	0.100292
2026	0.118318
2027	0.136740
2028	0.155567
2029	0.174809
2030	0.174809
2031	0.174809
2032	0.174809
2033	0.174809
2034	0.174809
2035	0.174809
2036	0.174809
2037	0.174809
2038	0.174809
2039	0.174809
2040	0.174809



Water Rates (Pricing)

Overview	
Name	Water Rates (Pricing)
Abbr	Rates
Category	Default
Measure Type	Pricing Measure

Customer Class	
Customer Class	Single Family

Time Period	
First Year	2018

Description

Rates must meet Utility costs, but some features can improve customer accountability by better imposing cost impacts for high water usage. Conservation oriented rate structures generally collect less than 30% of water revenue through base charges. This measure would be informed by existing rate structures. Additional conservation is possible through pricing changes that modify behavior; this assumes fixture and appliance or outdooring watering have water savings accounted for in the hardware equipment changes documented in other measures. This measure requires regular rate studies. Assumes average annual price increase for modeling time period through year 2040. Measure converts price increases to real price increases net of inflation; annual increase must be above user set threshold (such as assuming a 2% inflation) to trigger a demand reduction.

Comments

> Current measure.
> Annual rate increase based on FY14-FY17 average was 4%. 2016 rate study proposed 4.4% increase annually through 2040.
> COF has water budget based rates already for SF.
> Assumptions 2% inflation based on Wanda Noffz email 2/4/19 (personnel increase) and 4.4% rate increase based on recent rate increases. An econometric pricing analysis may be conducted.
> A conservative industry estimate for 5-year rate studies and price elasticities are assumed.
> The pricing measure only addresses SF customers.
> Assume upcoming 4.4% increase will continue to 2040. This is a conservative assumption, other utilities have done higher increases.

Planned Rate Increases

Add Rate Increase

Change Year	Price Incr (%)	Price Incr Adjusting for Inflation	
2018	4.4%	2.4%	Delete
2019	4.4%	2.4%	Delete
2020	4.4%	2.4%	Delete
2021	4.4%	2.4%	Delete
2022	4.4%	2.4%	Delete
2023	4.4%	2.4%	Delete
2024	4.4%	2.4%	Delete
2025	4.4%	2.4%	Delete
2026	4.4%	2.4%	Delete
2027	4.4%	2.4%	Delete
2028	4.4%	2.4%	Delete
2029	4.4%	2.4%	Delete
2030	4.4%	2.4%	Delete
2031	4.4%	2.4%	Delete
2032	4.4%	2.4%	Delete
2033	4.4%	2.4%	Delete
2034	4.4%	2.4%	Delete
2035	4.4%	2.4%	Delete
2036	4.4%	2.4%	Delete
2037	4.4%	2.4%	Delete
2038	4.4%	2.4%	Delete
2039	4.4%	2.4%	Delete
2040	4.4%	2.4%	Delete

Results

Average Water Savings (mgd)	
0.276614	
Lifetime Savings - Present Value ($)	
Utility	$413,113
Community	$413,113
Lifetime Costs - Present Value ($)	
Utility	$367,242
Community	$367,242
Benefit to Cost Ratio	
Utility	1.12
Community	1.12
Cost of Savings per Unit Volume ($/mg)	
Utility	$158

Price Elasticity

Overall	Indoor	Outdoor
-0.30	-0.10	-0.79

Utility Costs

Rate Study Cost	$75,000
Rate Study Frequency (every # yrs)	5
First Year of Rate Study	2021
Annual Maintenance Cost	$10,000

Consumer Price Index

First Year Index	100.0
Annual Increase	2%

Costs

	Utility	Customer	Total (Community)
2018	$10,000	$0	$10,000
2019	$10,000	$0	$10,000
2020	$10,000	$0	$10,000
2021	$85,000	$0	$85,000
2022	$10,000	$0	$10,000
2023	$10,000	$0	$10,000
2024	$10,000	$0	$10,000
2025	$10,000	$0	$10,000
2026	$85,000	$0	$85,000
2027	$10,000	$0	$10,000
2028	$10,000	$0	$10,000
2029	$10,000	$0	$10,000
2030	$10,000	$0	$10,000
2031	$85,000	$0	$85,000
2032	$10,000	$0	$10,000
2033	$10,000	$0	$10,000
2034	$10,000	$0	$10,000
2035	$10,000	$0	$10,000
2036	$85,000	$0	$85,000
2037	$10,000	$0	$10,000
2038	$10,000	$0	$10,000
2039	$10,000	$0	$10,000
2040	$10,000	$0	$10,000

Projected Price Index

	Price Index	Cumulative Index Increase
2018	100.0	0%
2019	102.0	2%
2020	104.0	4%
2021	106.1	6%
2022	108.2	8%
2023	110.4	10%
2024	112.6	13%
2025	114.9	15%
2026	117.2	17%
2027	119.5	20%
2028	121.9	22%
2029	124.3	24%
2030	126.8	27%
2031	129.4	29%
2032	131.9	32%
2033	134.6	35%
2034	137.3	37%
2035	140.0	40%
2036	142.8	43%
2037	145.7	46%
2038	148.6	49%
2039	151.6	52%
2040	154.6	55%

Water Savings

	Total Savings (mgd)
2018	0.020292
2019	0.040924
2020	0.061892
2021	0.083203
2022	0.104866
2023	0.126891
2024	0.149287
2025	0.172063
2026	0.195228
2027	0.218791
2028	0.242764
2029	0.267155
2030	0.291974
2031	0.317231
2032	0.342937
2033	0.369104
2034	0.395743
2035	0.422865
2036	0.450483
2037	0.478609
2038	0.507253
2039	0.536429
2040	0.566148



Outdoor Water Budgeting

Overview	
Name	Outdoor Water Budgeting
Abbr	WaterBudget
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2020
Last Year	2040
Measure Length	21

Measure Life	
Permanent	☑

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$740.00	$2,000.00	1
COM	$740.00	$2,000.00	1
HOT	$740.00	$2,000.00	1
LAN	$740.00	$2,000.00	1

Administration Costs

Method: Fixed

Annual Admin Costs	$7,000

Description

Provide irrigation assessment and water budgeting for large scale irrigation users.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☑	☐	☑	☑	☐	☐	☐	☑	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐		☐	☐					
Urinals			☐	☐					
Lavatory Faucets	☐		☐	☐					
Showers	☐		☐	☐					
Dishwashers	☐		☐	☐					
Clothes Washers	☐		☐	☐					
Process			☐						
Kitchen Spray Rinse			☐	☐					
Internal Leakage	☐		☐	☐					
Baths	☐			☐					
Other	☐		☐	☐					
Irrigation	☑		☑	☑				☑	
Pools	☐			☐					
Wash Down	☐			☐					
Cooling			☐	☐					
Car Washing	☐								
External Leakage	☐		☐	☐				☐	
Outdoor									
Non-Lavatory/Kitchen Faucets	☐		☐	☐					

Comments

> Estimated based on COF investing in software like Waterfluence at $74 per site. Admin costs calculated based on direct cost tab. Assume about $11 per site for incidental annual expenses. Assuming a five-year investment per site, unit cost is set at $1,480 per 20 year site monitoring fee - halved to account for accounts coming online later.
> Admin represents $5K for staff time and an annual service fee of $2,000.
> Savings is estimated based on past experience with other Cities.

Results

Units: MG

Average Water Savings (mgd)	
	0.030084
Lifetime Savings - Present Value ($)	
Utility	$354,262
Community	$354,262
Lifetime Costs - Present Value ($)	
Utility	$302,675
Community	$858,042
Benefit to Cost Ratio	
Utility	1.17
Community	0.41
Cost of Savings per Unit Volume ($/mg)	
Utility	$1,198

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Irrigation	30.0%	25.2
COM Irrigation	30.0%	120.2
HOT Irrigation	30.0%	1,135.0
LAN Irrigation	30.0%	716.5

Targets

Target Method: Count

# of Accts Targeted / yr	5

Costs

View: Utility Detail

	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$14,800	$7,000	$21,800
2021	$14,800	$7,000	$21,800
2022	$14,800	$7,000	$21,800
2023	$14,800	$7,000	$21,800
2024	$14,800	$7,000	$21,800
2025	$14,800	$7,000	$21,800
2026	$14,800	$7,000	$21,800
2027	$14,800	$7,000	$21,800
2028	$14,800	$7,000	$21,800
2029	$14,800	$7,000	$21,800
2030	$14,800	$7,000	$21,800
2031	$14,800	$7,000	$21,800
2032	$14,800	$7,000	$21,800
2033	$14,800	$7,000	$21,800
2034	$14,800	$7,000	$21,800
2035	$14,800	$7,000	$21,800
2036	$14,800	$7,000	$21,800
2037	$14,800	$7,000	$21,800
2038	$14,800	$7,000	$21,800
2039	$14,800	$7,000	$21,800
2040	$14,800	$7,000	$21,800

Targets

View: Accounts

	MF	COM	HOT	LAN	Total
2018	0	0	0	0	0
2019	0	0	0	0	0
2020	5	5	5	5	20
2021	5	5	5	5	20
2022	5	5	5	5	20
2023	5	5	5	5	20
2024	5	5	5	5	20
2025	5	5	5	5	20
2026	5	5	5	5	20
2027	5	5	5	5	20
2028	5	5	5	5	20
2029	5	5	5	5	20
2030	5	5	5	5	20
2031	5	5	5	5	20
2032	5	5	5	5	20
2033	5	5	5	5	20
2034	5	5	5	5	20
2035	5	5	5	5	20
2036	5	5	5	5	20
2037	5	5	5	5	20
2038	5	5	5	5	20
2039	5	5	5	5	20
2040	5	5	5	5	20

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.002995
2021	0.005991
2022	0.008986
2023	0.011982
2024	0.014977
2025	0.017973
2026	0.020968
2027	0.023963
2028	0.026959
2029	0.029954
2030	0.032950
2031	0.035945
2032	0.038940
2033	0.041936
2034	0.044931
2035	0.047927
2036	0.050922
2037	0.053918
2038	0.056913
2039	0.059908
2040	0.062904

Water Efficient Landscape Rebate

Overview	
Name	Water Efficient Landscape Reba
Abbr	LWL
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2018
Last Year	2040
Measure Length	23

Measure Life	
Permanent	☐
Years	15
Repeat	☐

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$1,500.00	$8,500.00	1
SF	$1,500.00	$3,500.00	1
COM	$1,500.00	$8,500.00	1

Administration Costs

Method: Fixed

Annual Admin Costs	$5,000

Description

Landscape irrigation can be a significant chunk of a customer's water bill during the summer. By removing a grass lawn and switching to a mix of low-water-use plants, mulch, and rainwater gardens, customers can save water, beautify the landscape, retain water that would otherwise run into storm-drains, create important pollinator habitat and save money. City of Flagstaff water customers can contact the Water Conservation office to join the Low Water Landscape Program and schedule a FREE pre-removal (i.e. when grass lawn is still intact) inspection of their site to find out if they may qualify for a low water landscape rebate.
> At least 50% of the converted lawn must be replaced with low water use plants, which are also ideally native.
> Rock-cover should be kept to 20% of ground cover. The use of wood chip mulch for water retention on the landscape in encouraged.
> If irrigation is installed, it must be a drip irrigation system, ideally with a timed controller. No spray irrigation is allowed.
> No fountains or other water features may exist on the property
> Applicants must submit a post-lawn removal water consumption calculation estimating the water savings during the establishment period of the plants and the post-establishment period.
> Applicants must submit a site design and a plant list, showing the location of each plant on the site.
> Applicant must agree to do an indoor water checkup with Water Conservation Staff at some point during the process.
> Only one low water landscape rebate is allowed per residential site. Large commercial sites may submit up to three (3) rebates if they need to remove the lawn in stages.

Customer Classes

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
	☑	☑	☑	☐	☐	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐	☐	☐						
Urinals			☐						
Lavatory Faucets	☐	☐	☐						
Showers	☐	☐	☐						
Dishwashers	☐	☐	☐						
Clothes Washers	☐	☐	☐						
Process			☐						
Kitchen Spray Rinse			☐						
Internal Leakage	☐	☐	☐						
Baths	☐	☐							
Other	☐	☐	☐						
Irrigation	☑	☑	☑						
Pools	☐	☐							
Wash Down	☐	☐							
Cooling			☐						
Car Washing	☐	☐							
External Leakage	☑	☑	☑						
Outdoor									
Non-Lavatory/Kitchen Faucets	☐	☐	☐						

Comments

> Rebate: $0.25/sq. ft.
> Recent participation is 1 per year. Historically approx. 5,650 sq. ft removed per account. Mostly HOA and COM accounts.
> Current rebate program starts July 1, 2018, and ends on June 30, 2019. Applications are processed on a first-received, first-served basis until funds are depleted.
> All customers eligible.
> Find cost basis on black-tabbed worksheet "2019 Measure Cost Basis "

Results

Units: MG

Average Water Savings (mgd)	
0.001435	
Lifetime Savings - Present Value ($)	
Utility	$17,534
Community	$17,534
Lifetime Costs - Present Value ($)	
Utility	$224,140
Community	$668,344
Benefit to Cost Ratio	
Utility	0.08
Community	0.03
Cost of Savings per Unit Volume ($/mg)	
Utility	$18,595

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Irrigation	50.0%	25.2
SF Irrigation	50.0%	39.4
COM Irrigation	50.0%	120.2
MF External Leakage	50.0%	2.1
SF External Leakage	50.0%	3.3
COM External Leakage	50.0%	9.8

Targets

Target Method: Percentage

% of Accts Targeted / yr	0.025%
Only Effects New Accts	☐

Costs

View: Utility Details

	Fixture Costs	Admin Costs	Utility Total
2018	$7,374	$5,000	$12,374
2019	$7,536	$5,000	$12,536
2020	$7,702	$5,000	$12,702
2021	$7,872	$5,000	$12,872
2022	$8,045	$5,000	$13,045
2023	$8,222	$5,000	$13,222
2024	$8,402	$5,000	$13,402
2025	$8,587	$5,000	$13,587
2026	$8,776	$5,000	$13,776
2027	$8,969	$5,000	$13,969
2028	$9,167	$5,000	$14,167
2029	$9,368	$5,000	$14,368
2030	$9,574	$5,000	$14,574
2031	$9,785	$5,000	$14,785
2032	$10,000	$5,000	$15,000
2033	$10,220	$5,000	$15,220
2034	$10,445	$5,000	$15,445
2035	$10,675	$5,000	$15,675
2036	$10,910	$5,000	$15,910
2037	$11,150	$5,000	$16,150
2038	$11,395	$5,000	$16,395
2039	$11,646	$5,000	$16,646
2040	$11,902	$5,000	$16,902

Targets

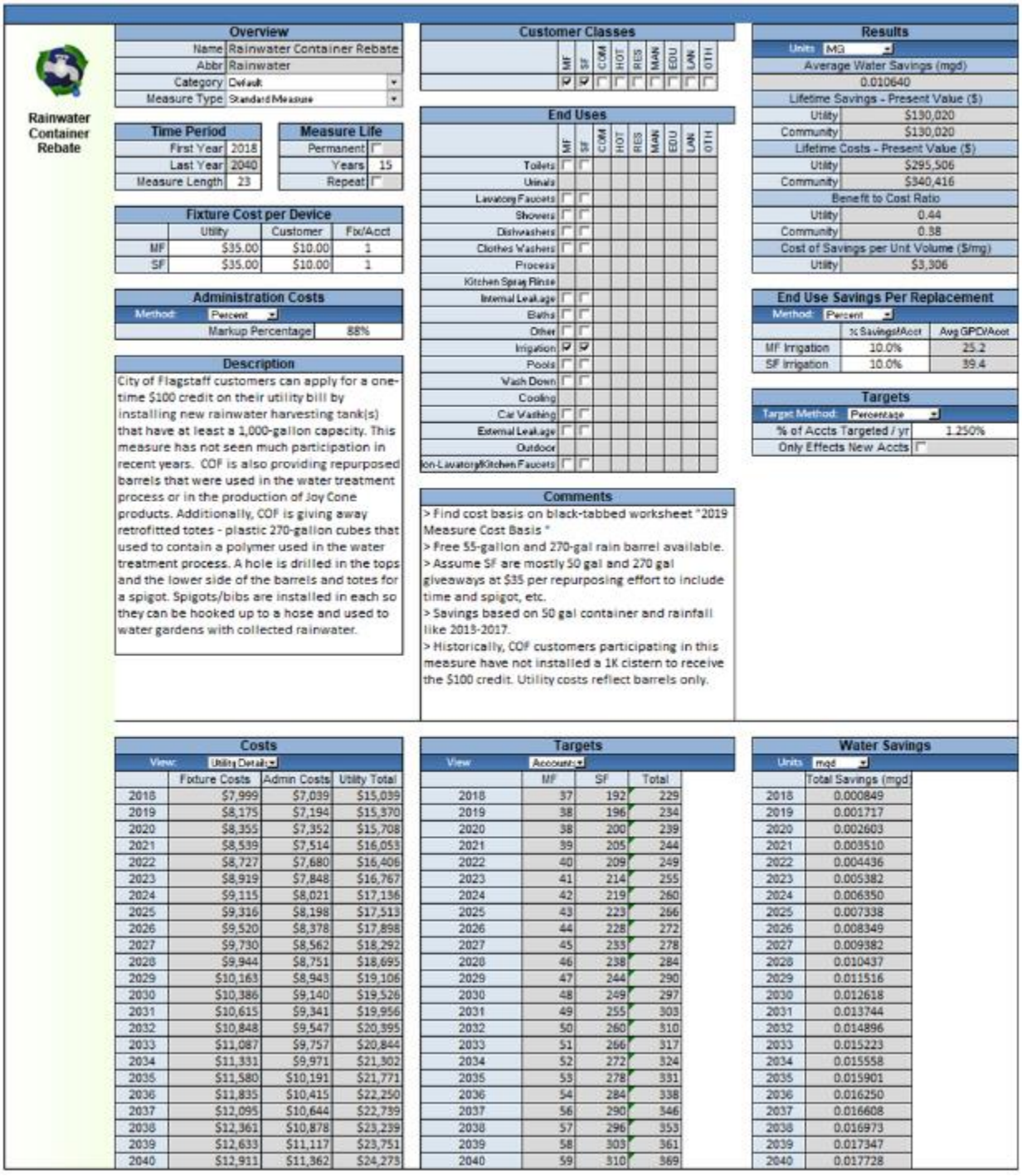
View: Accounts

	MF	SF	COM	Total
2018	1	4	0	5
2019	1	4	0	5
2020	1	4	0	5
2021	1	4	0	5
2022	1	4	0	5
2023	1	4	0	5
2024	1	4	0	6
2025	1	4	0	6
2026	1	5	0	6
2027	1	5	0	6
2028	1	5	0	6
2029	1	5	0	6
2030	1	5	0	6
2031	1	5	0	7
2032	1	5	0	7
2033	1	5	0	7
2034	1	5	0	7
2035	1	6	0	7
2036	1	6	1	7
2037	1	6	1	7
2038	1	6	1	8
2039	1	6	1	8
2040	1	6	1	8

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000114
2019	0.000231
2020	0.000351
2021	0.000473
2022	0.000598
2023	0.000726
2024	0.000856
2025	0.000990
2026	0.001126
2027	0.001265
2028	0.001407
2029	0.001553
2030	0.001702
2031	0.001853
2032	0.002009
2033	0.002053
2034	0.002098
2035	0.002144
2036	0.002191
2037	0.002240
2038	0.002289
2039	0.002339
2040	0.002391



Rainwater Container Rebate

Overview

Name	Rainwater Container Rebate
Abbr	Rainwater
Category	Default
Measure Type	Standard Measure

Time Period

First Year	2018
Last Year	2040
Measure Length	23

Measure Life

Permanent	☐
Years	15
Repeat	☐

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$35.00	$10.00	1
SF	$35.00	$10.00	1

Administration Costs

Method: Percent

Markup Percentage	88%

Description

City of Flagstaff customers can apply for a one-time $100 credit on their utility bill by installing new rainwater harvesting tank(s) that have at least a 1,000-gallon capacity. This measure has not seen much participation in recent years. COF is also providing repurposed barrels that were used in the water treatment process or in the production of Joy Cone products. Additionally, COF is giving away retrofitted totes - plastic 270-gallon cubes that used to contain a polymer used in the water treatment process. A hole is drilled in the tops and the lower side of the barrels and totes for a spigot. Spigots/bibs are installed in each so they can be hooked up to a hose and used to water gardens with collected rainwater.

Customer Classes

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
	☑	☑	☐	☐	☐	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐	☐							
Urinals									
Lavatory Faucets	☐	☐							
Showers	☐	☐							
Dishwashers	☐	☐							
Clothes Washers	☐	☐							
Process									
Kitchen Spray Rinse									
Internal Leakage	☐	☐							
Baths	☐	☐							
Other	☐	☐							
Irrigation	☑	☑							
Pools	☐	☐							
Wash Down	☐	☐							
Cooling									
Car Washing	☐	☐							
External Leakage	☐	☐							
Outdoor									
on-Lavatory/Kitchen Faucets	☐	☐							

Comments

> Find cost basis on black-tabbed worksheet "2019 Measure Cost Basis "
> Free 55-gallon and 270-gal rain barrel available.
> Assume SF are mostly 50 gal and 270 gal giveaways at $35 per repurposing effort to include time and spigot, etc.
> Savings based on 50 gal container and rainfall like 2013-2017.
> Historically, COF customers participating in this measure have not installed a 1K cistern to receive the $100 credit. Utility costs reflect barrels only.

Results

Units: MG

Average Water Savings (mgd)	
	0.010640
Lifetime Savings - Present Value ($)	
Utility	$130,020
Community	$130,020
Lifetime Costs - Present Value ($)	
Utility	$295,506
Community	$340,416
Benefit to Cost Ratio	
Utility	0.44
Community	0.38
Cost of Savings per Unit Volume ($/mg)	
Utility	$3,306

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Irrigation	10.0%	25.2
SF Irrigation	10.0%	39.4

Targets

Target Method: Percentage

% of Accts Targeted / yr	1.250%
Only Effects New Accts	☐

Costs

View: Utility Detail

	Fixture Costs	Admin Costs	Utility Total
2018	$7,999	$7,039	$15,039
2019	$8,175	$7,194	$15,370
2020	$8,355	$7,352	$15,708
2021	$8,539	$7,514	$16,053
2022	$8,727	$7,680	$16,406
2023	$8,919	$7,848	$16,767
2024	$9,115	$8,021	$17,136
2025	$9,316	$8,198	$17,513
2026	$9,520	$8,378	$17,898
2027	$9,730	$8,562	$18,292
2028	$9,944	$8,751	$18,695
2029	$10,163	$8,943	$19,106
2030	$10,386	$9,140	$19,526
2031	$10,615	$9,341	$19,956
2032	$10,848	$9,547	$20,395
2033	$11,087	$9,757	$20,844
2034	$11,331	$9,971	$21,302
2035	$11,580	$10,191	$21,771
2036	$11,835	$10,415	$22,250
2037	$12,095	$10,644	$22,739
2038	$12,361	$10,878	$23,239
2039	$12,633	$11,117	$23,751
2040	$12,911	$11,362	$24,273

Targets

View: Accounts

	MF	SF	Total
2018	37	192	229
2019	38	196	234
2020	38	200	239
2021	39	205	244
2022	40	209	249
2023	41	214	255
2024	42	219	260
2025	43	223	266
2026	44	228	272
2027	45	233	278
2028	46	238	284
2029	47	244	290
2030	48	249	297
2031	49	255	303
2032	50	260	310
2033	51	266	317
2034	52	272	324
2035	53	278	331
2036	54	284	338
2037	56	290	346
2038	57	296	353
2039	58	303	361
2040	59	310	369

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000849
2019	0.001717
2020	0.002603
2021	0.003510
2022	0.004436
2023	0.005382
2024	0.006350
2025	0.007338
2026	0.008349
2027	0.009382
2028	0.010437
2029	0.011516
2030	0.012618
2031	0.013744
2032	0.014896
2033	0.015223
2034	0.015558
2035	0.015901
2036	0.016250
2037	0.016608
2038	0.016973
2039	0.017347
2040	0.017728

Landscape and Rainwater Retention Code

Overview

Name	Landscape and Rainwater Retention Code
Abbr	LandscRain
Category	Default
Measure Type	Standard Measure

Time Period

First Year	2020
Last Year	2040
Measure Length	21

Measure Life

Permanent ☑

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$1.00	$2,000.00	1
SF	$1.00	$750.00	1
COM	$1.00	$2,000.00	1
HOT	$1.00	$2,000.00	1
RES	$1.00	$2,000.00	1
MAN	$1.00	$2,000.00	1
LAN	$1.00	$2,000.00	1

Administration Costs

Method: Fixed

Annual Admin Costs	$10,000

Description

Measure would require more strict landscape design standards (including increased passive and active rainwater absorption) as well as the removal of problematic plants from the current landscape design plant list.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☑	☑	☑	☑	☑	☑	☐	☑	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐	☐	☐	☐	☐	☐			
Urinals			☐	☐	☐	☐			
Lavatory Faucets	☐	☐	☐	☐	☐	☐			
Showers	☐	☐	☐	☐		☐			
Dishwashers	☐	☐	☐	☐	☐	☐			
Clothes Washers	☐	☐	☐	☐	☐	☐			
Process			☐			☐			
Kitchen Spray Rinse			☐	☐	☐				
Internal Leakage	☐	☐	☐	☐	☐	☐			
Baths	☐	☐			☐				
Other	☐	☐	☐	☐	☐	☐			
Irrigation	☑	☑	☑	☑	☑	☑		☑	
Pools	☐	☐			☐				
Wash Down	☐	☐			☐	☐			
Cooling			☐	☐	☐	☐			
Car Washing	☐	☐							
External Leakage	☐	☐	☐	☐	☐	☐		☐	
Outdoor									
Non-Lavatory/Kitchen Faucets	☐	☐	☐	☐	☐	☐			

Comments

Costs and water savings estimates based on Big Bear Lake Department of Water and Power. Did not include administrative costs at this time. COF spent $114k in one year to fully update from 2009 codes to 2018 codes.

Results

Units: MG

Average Water Savings (mgd)	
	0.082676
Lifetime Savings - Present Value ($)	
Utility	$962,930
Community	$962,930
Lifetime Costs - Present Value ($)	
Utility	$146,541
Community	$8,251,114
Benefit to Cost Ratio	
Utility	6.57
Community	0.12
Cost of Savings per Unit Volume ($/mg)	
Utility	$211

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Irrigation	25.0%	25.2
SF Irrigation	25.0%	39.4
COM Irrigation	25.0%	120.2
HOT Irrigation	25.0%	1,135.0
RES Irrigation	25.0%	156.5
MAN Irrigation	25.0%	1,521.5
LAN Irrigation	25.0%	716.5

Targets

Target Method: Percentage

% of Accts Targeted / yr	100.000%
Only Effects New Accts	☑

Costs

View: Utility Details

	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$455	$10,000	$10,455
2021	$465	$10,000	$10,465
2022	$475	$10,000	$10,475
2023	$486	$10,000	$10,486
2024	$497	$10,000	$10,497
2025	$508	$10,000	$10,508
2026	$519	$10,000	$10,519
2027	$530	$10,000	$10,530
2028	$542	$10,000	$10,542
2029	$554	$10,000	$10,554
2030	$566	$10,000	$10,566
2031	$578	$10,000	$10,578
2032	$591	$10,000	$10,591
2033	$604	$10,000	$10,604
2034	$617	$10,000	$10,617
2035	$631	$10,000	$10,631
2036	$645	$10,000	$10,645
2037	$659	$10,000	$10,659
2038	$673	$10,000	$10,673
2039	$688	$10,000	$10,688
2040	$704	$10,000	$10,704

Targets

View: Accounts

	MF	SF	COM	HOT	RES	MAN	LAN	Total
2018	0	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0	0
2020	66	345	31	2	3	1	7	455
2021	68	353	32	2	3	1	7	465
2022	69	360	32	2	3	1	8	475
2023	71	368	33	2	3	1	8	486
2024	72	376	34	2	3	1	8	497
2025	74	385	35	2	3	1	8	508
2026	75	393	35	2	3	1	8	519
2027	77	402	36	2	3	1	8	530
2028	79	411	37	2	4	1	9	542
2029	80	420	38	2	4	1	9	554
2030	82	429	39	3	4	1	9	566
2031	84	438	39	3	4	1	9	578
2032	86	448	40	3	4	1	9	591
2033	88	458	41	3	4	1	10	604
2034	90	468	42	3	4	1	10	617
2035	92	478	43	3	4	1	10	631
2036	94	489	44	3	4	1	10	645
2037	96	499	45	3	4	1	10	659
2038	98	510	46	3	4	1	11	673
2039	100	522	47	3	4	1	11	688
2040	102	533	48	3	5	1	11	704

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.007074
2021	0.014309
2022	0.021700
2023	0.029251
2024	0.036971
2025	0.044864
2026	0.052926
2027	0.061165
2028	0.069590
2029	0.078196
2030	0.086993
2031	0.095983
2032	0.105172
2033	0.114564
2034	0.124158
2035	0.133967
2036	0.143992
2037	0.154236
2038	0.164704
2039	0.175404
2040	0.186340



Commercial Rebates and Checkups

Overview

Name	Commercial Rebates and Checkups
Abbr	ComReb
Category	Default
Measure Type	Standard Measure

Time Period

First Year	2018
Last Year	2040
Measure Length	23

Measure Life

Permanent ☑

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$5,000.00	$5,000.00	2
COM	$5,000.00	$5,250.00	2
HOT	$5,000.00	$5,250.00	1
RES	$1,000.00	$5,250.00	1

Administration Costs

Method: Fixed

Annual Admin Costs	$7,500

Description

Measure to provide rebates and/or checkups for commercial customers. Rebates include a standard list of water efficient equipment such as aerators, showerheads, spray valves, and toilets. Custom options could include x-ray machines, icemakers, air-cooled ice machines, steamers, washers, efficient dishwashers, replace once through cooling, and/or adding a conductivity controller on cooling towers.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☑	☐	☑	☑	☑	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☑		☑	☑	☑				
Urinals			☑	☑	☑				
Lavatory Faucets	☑		☑	☑	☑				
Showers	☑		☑	☑					
Dishwashers	☑		☑	☑	☑				
Clothes Washers	☑		☑	☑	☑				
Process			☑						
Kitchen Spray Rinse			☑	☑	☑				
Internal Leakage	☑		☑	☑	☑				
Baths	☑			☑					
Other	☑		☑	☑	☑				
Irrigation	☑		☑	☑	☑				
Pools	☑			☑					
Wash Down	☑			☑	☑				
Cooling			☑	☑	☑				
Car Washing	☑								
External Leakage	☑		☑	☑	☑				
Outdoor									
Non-Lavatory/Kitchen Faucets	☑		☑	☑	☑				

Comments

> Find cost basis on black-tabbed worksheet "2019 Measure Cost Basis"
> Savings is targeting 20% overall savings per account use.
> Assume 40% savings for a 1.6 to a 1.0 gpf toilet replacement for each property for each account. Assume 0.5 to .125 gpf urinal retrofit per account per site, showerheads assume 2.5 down to 1.8 gpm WaterSense, MF toilets assume 1.6 to 1.0 toilet gpf, assume 25% for all other uses.

Results

Units: MG

Average Water Savings (mgd)	
	0.057477
Lifetime Savings - Present Value ($)	
Utility	$805,170
Community	$1,202,738
Lifetime Costs - Present Value ($)	
Utility	$800,476
Community	$1,619,986
Benefit to Cost Ratio	
Utility	1.01
Community	0.74
Cost of Savings per Unit Volume ($/mg)	
Utility	$1,658

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
COM Toilets	40.0%	149.3
HOT Toilets	40.0%	1,181.6
RES Toilets	40.0%	250.2
COM Urinals	75.0%	39.5
HOT Urinals	75.0%	301.7
RES Urinals	75.0%	75.0
COM Lavatory Faucets	20.0%	49.7
HOT Lavatory Faucets	20.0%	380.1
RES Lavatory Faucets	20.0%	125.1
COM Showers	25.0%	59.2
HOT Showers	25.0%	905.1
COM Dishwashers	20.0%	39.5
HOT Dishwashers	20.0%	301.7
RES Dishwashers	20.0%	125.1
COM Clothes Washers	20.0%	98.7
HOT Clothes Washers	20.0%	754.2
RES Clothes Washers	20.0%	187.6
COM Process	20.0%	65.8
COM Kitchen Spray Rinse	20.0%	32.9
HOT Kitchen Spray Rinse	20.0%	251.4
RES Kitchen Spray Rinse	20.0%	95.1
COM Internal Leakage	20.0%	65.8
HOT Internal Leakage	20.0%	452.5
RES Internal Leakage	20.0%	125.1
HOT Baths	20.0%	130.7
COM Other	20.0%	15.1
HOT Other	20.0%	45.3
RES Other	20.0%	75.0
COM Irrigation	20.0%	120.2
HOT Irrigation	20.0%	1,135.0
RES Irrigation	20.0%	156.5
HOT Pools	20.0%	42.0
HOT Wash Down	20.0%	28.0
RES Wash Down	20.0%	9.7
COM Cooling	20.0%	9.8
HOT Cooling	20.0%	98.1
RES Cooling	20.0%	13.5
COM External Leakage	20.0%	9.8
HOT External Leakage	20.0%	98.1
RES External Leakage	20.0%	13.5
COM Non-Lavatory/Kitchen Faucets	20.0%	42.4
HOT Non-Lavatory/Kitchen Faucets	20.0%	323.8
RES Non-Lavatory/Kitchen Faucets	20.0%	193.1
MF Toilets	40.0%	102.6
MF Lavatory Faucets	25.0%	25.7
MF Showers	25.0%	124.0
MF Dishwashers	25.0%	4.3
MF Clothes Washers	25.0%	72.7
MF Internal Leakage	25.0%	34.2
MF Baths	25.0%	8.6
MF Other	25.0%	8.6
MF Irrigation	25.0%	25.2
MF Pools	25.0%	0.6
MF Wash Down	25.0%	1.2
MF Car Washing	25.0%	1.2
MF External Leakage	25.0%	2.1
MF Non-Lavatory/Kitchen Faucets	25.0%	47.0

Targets

Target Method: Detailed

Enter Annual Targets Below

Costs

View: Utility Detail

	Fixture Costs	Admin Costs	Utility Total
2018	$20,000	$7,500	$27,500
2019	$20,000	$7,500	$27,500
2020	$36,000	$7,500	$43,500
2021	$47,000	$7,500	$54,500
2022	$47,000	$7,500	$54,500
2023	$47,000	$7,500	$54,500
2024	$47,000	$7,500	$54,500
2025	$47,000	$7,500	$54,500
2026	$47,000	$7,500	$54,500
2027	$47,000	$7,500	$54,500
2028	$47,000	$7,500	$54,500
2029	$47,000	$7,500	$54,500
2030	$47,000	$7,500	$54,500
2031	$47,000	$7,500	$54,500
2032	$47,000	$7,500	$54,500
2033	$47,000	$7,500	$54,500
2034	$47,000	$7,500	$54,500
2035	$47,000	$7,500	$54,500
2036	$47,000	$7,500	$54,500
2037	$47,000	$7,500	$54,500
2038	$47,000	$7,500	$54,500
2039	$47,000	$7,500	$54,500
2040	$47,000	$7,500	$54,500

Targets

View: Accounts

	MF	COM	HOT	RES	Total
2018	2	0	0	0	2
2019	2	0	0	0	2
2020	1	1	3	1	6
2021	1	2	3	2	8
2022	1	2	3	2	8
2023	1	2	3	2	8
2024	1	2	3	2	8
2025	1	2	3	2	8
2026	1	2	3	2	8
2027	1	2	3	2	8
2028	1	2	3	2	8
2029	1	2	3	2	8
2030	1	2	3	2	8
2031	1	2	3	2	8
2032	1	2	3	2	8
2033	1	2	3	2	8
2034	1	2	3	2	8
2035	1	2	3	2	8
2036	1	2	3	2	8
2037	1	2	3	2	8
2038	1	2	3	2	8
2039	1	2	3	2	8
2040	1	2	3	2	8

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000260
2019	0.000514
2020	0.006319
2021	0.012600
2022	0.018767
2023	0.024822
2024	0.030766
2025	0.036602
2026	0.042332
2027	0.047966
2028	0.053510
2029	0.058969
2030	0.064346
2031	0.069646
2032	0.074873
2033	0.080031
2034	0.085125
2035	0.090156
2036	0.095128
2037	0.100048
2038	0.104919
2039	0.109744
2040	0.114526

School Retrofits

Overview	
Name	School Retrofits
Abbr	SchoolRetro
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2020
Last Year	2040
Measure Length	21

Measure Life	
Permanent	☑

Fixture Cost per Device	Utility	Customer	Fix/Acct
COM	$10,000.00	$0.00	1
EDU	$10,000.00	$10,000.00	1

Administration Costs	
Method:	Percent
Markup Percentage	25%

Description

Provide WaterSense fixtures for one K-12 school and one higher education building annually. There is no financial match required by K-12 schools, but for higher education facilities, a match is required.

Customer Classes	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
	☐	☐	☑	☐	☐	☐	☑	☐	☐

End Uses	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets			☑				☑		
Urinals			☑				☑		
Lavatory Faucets			☑				☑		
Showers			☐				☑		
Dishwashers			☑				☑		
Clothes Washers			☐				☐		
Process			☐						
itchen Spray Rinse			☑				☑		
Internal Leakage			☑				☑		
Baths									
Other			☐				☐		
Irrigation			☑				☑		
Pools							☐		
Wash Down							☐		
Cooling			☑				☑		
Car Washing									
External Leakage			☑				☑		
Outdoor									
ry/Kitchen Faucets			☑				☑		

Comments

Costs and savings based on Big Bear Lake Dept. of Water and Power.
> Overall, COF will invest $10K per year in higher education facilities to achieve an overall 10% reduction per water so approximately 0.5% per year.

Results

Units: MG

Average Water Savings (mgd)	
0.023893	
Lifetime Savings - Present Value ($)	
Utility	$319,974
Community	$456,520
Lifetime Costs - Present Value ($)	
Utility	$347,104
Community	$485,946
Benefit to Cost Ratio	
Utility	0.92
Community	0.94
Cost of Savings per Unit Volume ($/mg)	
Utility	$1,729

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
COM Toilets	15.0%	149.3
EDU Toilets	0.5%	73,279.9
COM Urinals	15.0%	39.5
EDU Urinals	0.5%	21,984.0
M Lavatory Fauc	15.0%	49.7
U Lavatory Fauc	0.5%	27,699.8
EDU Showers	0.5%	65,951.9
OM Dishwasher	15.0%	39.5
DU Dishwasher	0.5%	21,984.0
Kitchen Spray R	15.0%	32.9
Kitchen Spray R	0.5%	18,320.0
M Internal Leaka	15.0%	65.8
U Internal Leaka	0.5%	36,639.9
COM Irrigation	15.0%	120.2
EDU Irrigation	0.5%	146,166.9
COM Cooling	15.0%	9.8
EDU Cooling	0.5%	12,631.7
M External Leaka	15.0%	9.8
U External Leaka	0.5%	12,631.7
-Lavatory/Kitche	15.0%	42.4
-Lavatory/Kitche	0.5%	23,596.1

Targets

Target Method: Detailed

Enter Annual Targets Below

Costs

View: Utility Details

	Fixture Costs	Admin Costs	Util Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$20,000	$5,000	$25,000
2021	$20,000	$5,000	$25,000
2022	$20,000	$5,000	$25,000
2023	$20,000	$5,000	$25,000
2024	$20,000	$5,000	$25,000
2025	$20,000	$5,000	$25,000
2026	$20,000	$5,000	$25,000
2027	$20,000	$5,000	$25,000
2028	$20,000	$5,000	$25,000
2029	$20,000	$5,000	$25,000
2030	$20,000	$5,000	$25,000
2031	$20,000	$5,000	$25,000
2032	$20,000	$5,000	$25,000
2033	$20,000	$5,000	$25,000
2034	$20,000	$5,000	$25,000
2035	$20,000	$5,000	$25,000
2036	$20,000	$5,000	$25,000
2037	$20,000	$5,000	$25,000
2038	$20,000	$5,000	$25,000
2039	$20,000	$5,000	$25,000
2040	$20,000	$5,000	$25,000

Targets

View: Accounts

	COM	EDU	Total
2018	0	0	0
2019	0	0	0
2020	1	1	2
2021	1	1	2
2022	1	1	2
2023	1	1	2
2024	1	1	2
2025	1	1	2
2026	1	1	2
2027	1	1	2
2028	1	1	2
2029	1	1	2
2030	1	1	2
2031	1	1	2
2032	1	1	2
2033	1	1	2
2034	1	1	2
2035	1	1	2
2036	1	1	2
2037	1	1	2
2038	1	1	2
2039	1	1	2
2040	1	1	2

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.002387
2021	0.004772
2022	0.007156
2023	0.009539
2024	0.011921
2025	0.014301
2026	0.016680
2027	0.019058
2028	0.021435
2029	0.023811
2030	0.026185
2031	0.028560
2032	0.030933
2033	0.033305
2034	0.035677
2035	0.038048
2036	0.040418
2037	0.042788
2038	0.045157
2039	0.047525
2040	0.049893

Government Building Retrofits

Overview	
Name	Government Building Retrofits
Abbr	GovtBuild
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2020
Last Year	2040
Measure Length	21

Measure Life	
Permanent	☑

Fixture Cost per Device			
	Utility	Customer	Fix/Acct
COM	$10,000.00	$1,000.00	1

Administration Costs	
Method:	Percent
Markup Percentage	5%

Description

Government buildings retrofit - this measure would bring all buildings owned by City of Flagstaff up to WaterSense specifications, including housing authority (section 8).

Customer Classes									
	MF	SF	COM	HOT	RES	MAN	EDU	LAN	GTH
	☐	☐	☑	☐	☐	☐	☐	☐	☐

End Uses	MF	SF	COM	HOT	RES	MAN	EDU	LAN	GTH
Toilets			☑						
Urinals			☑						
Lavatory Faucets			☑						
Showers			☑						
Dishwashers			☑						
Clothes Washers			☑						
Process			☐						
Kitchen Spray Rinse			☐						
Internal Leakage			☑						
Baths									
Other			☐						
Irrigation			☑						
Pools									
Wash Down									
Cooling			☐						
Car Washing									
External Leakage			☑						
Outdoor									
Non-Lavatory/Kitchen Faucets			☑						

Comments

Potential measure. Assumed utility would fully cover cost of retrofits (i.e. would not bill other departments for fixtures, only installation up to $10,000 in expenses). Assumed Water Conservation would budget $10k annually to retrofit one building at a time.

Results	
Units	MG
Average Water Savings (mgd)	
0.001917	
Lifetime Savings - Present Value ($)	
Utility	$26,414
Community	$37,725
Lifetime Costs - Present Value ($)	
Utility	$141,081
Community	$154,517
Benefit to Cost Ratio	
Utility	0.19
Community	0.24
Cost of Savings per Unit Volume ($/mg)	
Utility	$8,761

End Use Savings Per Replacement		
Method:	Percent	
	% Savings/Acct	Avg GPD/Acct
COM Toilets	40.0%	149.3
COM Urinals	40.0%	39.5
COM Lavatory Faucets	20.0%	49.7
COM Showers	20.0%	59.2
COM Dishwashers	20.0%	39.5
COM Clothes Washers	40.0%	98.7
COM Internal Leakage	20.0%	65.8
COM Irrigation	40.0%	120.2
COM External Leakage	20.0%	9.8
COM Non-Lavatory/Kitchen Faucets	20.0%	42.4

Targets	
Target Method:	Detailed
Enter Annual Targets Below	

Costs			
View:	Utility Details		
	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$10,000	$500	$10,500
2021	$10,000	$500	$10,500
2022	$10,000	$500	$10,500
2023	$10,000	$500	$10,500
2024	$10,000	$500	$10,500
2025	$10,000	$500	$10,500
2026	$10,000	$500	$10,500
2027	$10,000	$500	$10,500
2028	$10,000	$500	$10,500
2029	$10,000	$500	$10,500
2030	$10,000	$500	$10,500
2031	$10,000	$500	$10,500
2032	$10,000	$500	$10,500
2033	$10,000	$500	$10,500
2034	$10,000	$500	$10,500
2035	$10,000	$500	$10,500
2036	$10,000	$500	$10,500
2037	$10,000	$500	$10,500
2038	$10,000	$500	$10,500
2039	$10,000	$500	$10,500
2040	$0	$0	$0

Targets		
View	Accounts	
	COM	Total
2018	0	0
2019	0	0
2020	1	1
2021	1	1
2022	1	1
2023	1	1
2024	1	1
2025	1	1
2026	1	1
2027	1	1
2028	1	1
2029	1	1
2030	1	1
2031	1	1
2032	1	1
2033	1	1
2034	1	1
2035	1	1
2036	1	1
2037	1	1
2038	1	1
2039	1	1
2040	0	0

Water Savings	
Units	mgd
	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.000213
2021	0.000421
2022	0.000626
2023	0.000828
2024	0.001026
2025	0.001221
2026	0.001413
2027	0.001602
2028	0.001788
2029	0.001971
2030	0.002152
2031	0.002331
2032	0.002507
2033	0.002681
2034	0.002853
2035	0.003024
2036	0.003192
2037	0.003359
2038	0.003524
2039	0.003688
2040	0.003667

Residential Indoor Water Checkup

Overview	
Name	Residential Indoor Water Checku
Abbr	ResCheck
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2018
Last Year	2040
Measure Length	23

Measure Life	
Permanent	☐
Years	5
Repeat	☐

Fixture Cost per Device			
	Utility	Customer	Fix/Acct
SF	$6.00	$30.00	1

Administration Costs	
Method:	Percent
Markup Percentage	630%

Description

Customers can call or email to schedule a free in-home water check up. COF will assess fixtures for leaks, and tell how much water each fixture uses per minute. COF also offers free fixture replacements: water efficient aerators for sinks, water efficient showerheads, and advice about toilet retrofits.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☐	☑	☐	☐	☐	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets		☑							
Urinals									
Lavatory Faucets		☑							
Showers		☑							
Dishwashers		☑							
Clothes Washers		☑							
Process									
Kitchen Spray Rinse									
Internal Leakage		☑							
Baths		☑							
Other		☑							
Irrigation		☐							
Pools		☐							
Wash Down		☐							
Cooling									
Car Washing		☐							
External Leakage		☐							
Outdoor									
Non-Lavatory/Kitchen Faucets		☑							

Comments

> Find cost basis on black-tabbed worksheet "2019 Measure Cost Basis "
> Assume surveys identify and reduce leaks (primarily in toilets).
> In the future, this measure could include or become an online self-audit/screening measure to identify if a site visit is warranted.
> Utility direct cost per visit is minimal (typically give away 1-2 aerators and maybe a showerhead, and therefore covered in efficient fixture giveaway measure. Majority of cost is administrative (hourly pay for personnel).
> Customer cost represents average cost to implement survey suggestions.
> Assume all surveyed accounts receive 1.5 gpm showerhead and 1.0 gpm bathroom aerators; and 50% are installed. Assume 2.5 gpm showerheads and 2.2 gpm aerators are being replaced.
>Targeted accounts annually based on past annual surveys completed (year 2018).

Results

Units	MG
Average Water Savings (mgd)	
0.003835	
Lifetime Savings - Present Value ($)	
Utility	$61,215
Community	$126,289
Lifetime Costs - Present Value ($)	
Utility	$33,015
Community	$55,628
Benefit to Cost Ratio	
Utility	1.85
Community	2.27
Cost of Savings per Unit Volume ($/mg)	
Utility	$1,025

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
SF Toilets	5.0%	23.2
SF Lavatory Faucets	30.0%	8.1
SF Showers	20.0%	25.7
SF Dishwashers	5.0%	2.3
SF Clothes Washers	5.0%	19.1
SF Internal Leakage	50.0%	15.1
SF Baths	5.0%	3.5
SF Other	5.0%	3.8
SF Non-Lavatory/Kitchen Faucets	5.0%	15.1

Targets

Target Method:	Percentage
% of Accts Targeted / yr	0.250%
Only Effects New Accts	☐

Costs

View: Utility Details

	Fixture Costs	Admin Costs	Utility Total
2018	$230	$1,450	$1,680
2019	$235	$1,482	$1,717
2020	$240	$1,515	$1,755
2021	$246	$1,548	$1,794
2022	$251	$1,582	$1,833
2023	$257	$1,617	$1,873
2024	$262	$1,652	$1,915
2025	$268	$1,689	$1,957
2026	$274	$1,726	$2,000
2027	$280	$1,764	$2,044
2028	$286	$1,803	$2,089
2029	$292	$1,842	$2,135
2030	$299	$1,883	$2,182
2031	$305	$1,924	$2,230
2032	$312	$1,966	$2,279
2033	$319	$2,010	$2,329
2034	$326	$2,054	$2,380
2035	$333	$2,099	$2,432
2036	$341	$2,145	$2,486
2037	$348	$2,192	$2,541
2038	$356	$2,241	$2,596
2039	$363	$2,290	$2,654
2040	$371	$2,340	$2,712

Targets

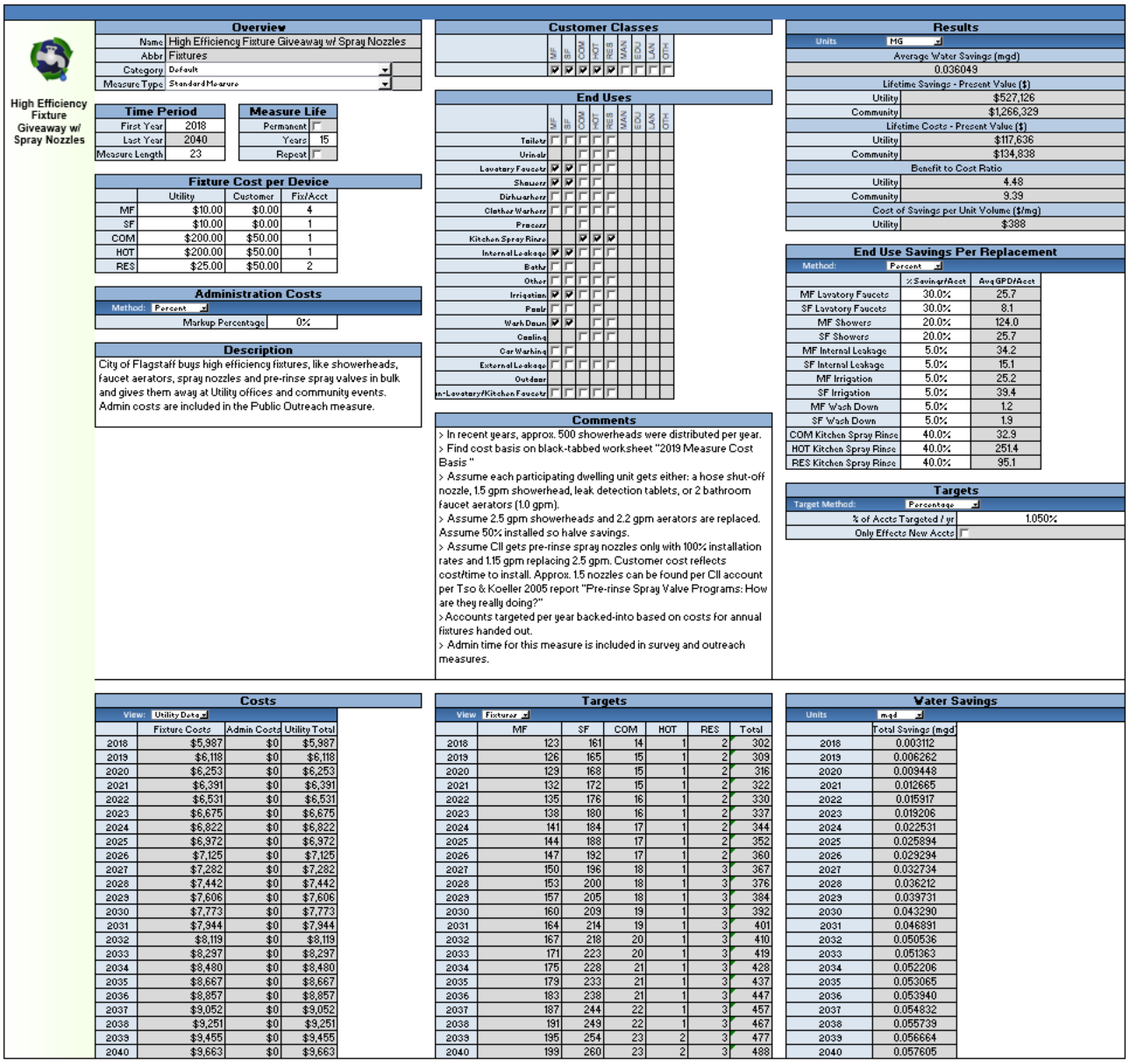
View: Accounts

	SF	Total
2018	38	38
2019	39	39
2020	40	40
2021	41	41
2022	42	42
2023	43	43
2024	44	44
2025	45	45
2026	46	46
2027	47	47
2028	48	48
2029	49	49
2030	50	50
2031	51	51
2032	52	52
2033	53	53
2034	54	54
2035	56	56
2036	57	57
2037	58	58
2038	59	59
2039	61	61
2040	62	62

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000709
2019	0.001426
2020	0.002152
2021	0.002887
2022	0.003631
2023	0.003693
2024	0.003756
2025	0.003821
2026	0.003888
2027	0.003955
2028	0.004025
2029	0.004095
2030	0.004167
2031	0.004241
2032	0.004316
2033	0.004393
2034	0.004471
2035	0.004552
2036	0.004634
2037	0.004718
2038	0.004803
2039	0.004891
2040	0.004980



High Efficiency Fixture Giveaway w/ Spray Nozzles

Overview

Name	High Efficiency Fixture Giveaway w/ Spray Nozzles
Abbr	Fixtures
Category	Default
Measure Type	Standard Measure

Time Period

First Year	2018
Last Year	2040
Measure Length	23

Measure Life

Permanent	☐
Years	15
Repeat	☐

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$10.00	$0.00	4
SF	$10.00	$0.00	1
COM	$200.00	$50.00	1
HOT	$200.00	$50.00	1
RES	$25.00	$50.00	2

Administration Costs

Method: Percent

Markup Percentage	0%

Description

City of Flagstaff buys high efficiency fixtures, like showerheads, faucet aerators, spray nozzles and pre-rinse spray valves in bulk and gives them away at Utility offices and community events. Admin costs are included in the Public Outreach measure.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☑	☑	☑	☑	☑	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐	☐	☐	☐	☐				
Urinals			☐	☐	☐				
Lavatory Faucets	☑	☑	☐	☐	☐				
Showers	☑	☑	☐	☐					
Dishwashers	☐	☐	☐	☐	☐				
Clothes Washers	☐	☐	☐	☐	☐				
Faucets			☐						
Kitchen Spray Rinse			☑	☑	☑				
Internal Leakage	☑	☑	☐	☐	☐				
Baths	☐	☐	☐	☐					
Other	☐	☐	☐	☐	☐				
Irrigation	☑	☑	☐	☐	☐				
Pools	☐	☐		☐					
Wash Down	☑	☑		☐	☐				
Cooling			☐	☐	☐				
Car Washing	☐	☐							
External Leakage	☐	☐	☐	☐	☐				
Outdoor									
In-Lavatory/Kitchen Faucets	☐	☐	☐	☐	☐				

Comments

> In recent years, approx. 500 showerheads were distributed per year.
> Find cost basis on black-tabbed worksheet "2019 Measure Cost Basis "
> Assume each participating dwelling unit gets either: a hose shut-off nozzle, 1.5 gpm showerhead, leak detection tablets, or 2 bathroom faucet aerators (1.0 gpm).
> Assume 2.5 gpm showerheads and 2.2 gpm aerators are replaced. Assume 50% installed so halve savings.
> Assume CII gets pre-rinse spray nozzles only with 100% installation rates and 1.15 gpm replacing 2.5 gpm. Customer cost reflects cost/time to install. Approx. 1.5 nozzles can be found per CII account per Tso & Koeller 2005 report "Pre-rinse Spray Valve Programs: How are they really doing?"
> Accounts targeted per year backed-into based on costs for annual fixtures handed out.
> Admin time for this measure is included in survey and outreach measures.

Results

Units: MG

Average Water Savings (mgd)	
	0.036049
Lifetime Savings - Present Value ($)	
Utility	$527,126
Community	$1,266,329
Lifetime Costs - Present Value ($)	
Utility	$117,636
Community	$134,838
Benefit to Cost Ratio	
Utility	4.48
Community	9.39
Cost of Savings per Unit Volume ($/mg)	
Utility	$388

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Lavatory Faucets	30.0%	25.7
SF Lavatory Faucets	30.0%	8.1
MF Showers	20.0%	124.0
SF Showers	20.0%	25.7
MF Internal Leakage	5.0%	34.2
SF Internal Leakage	5.0%	15.1
MF Irrigation	5.0%	25.2
SF Irrigation	5.0%	39.4
MF Wash Down	5.0%	1.2
SF Wash Down	5.0%	1.9
COM Kitchen Spray Rinse	40.0%	32.9
HOT Kitchen Spray Rinse	40.0%	251.4
RES Kitchen Spray Rinse	40.0%	95.1

Targets

Target Method: Percentage

% of Accts Targeted / yr	1.050%
Only Effects New Accts	☐

Costs

View: Utility Data

	Fixture Costs	Admin Costs	Utility Total
2018	$5,987	$0	$5,987
2019	$6,118	$0	$6,118
2020	$6,253	$0	$6,253
2021	$6,391	$0	$6,391
2022	$6,531	$0	$6,531
2023	$6,675	$0	$6,675
2024	$6,822	$0	$6,822
2025	$6,972	$0	$6,972
2026	$7,125	$0	$7,125
2027	$7,282	$0	$7,282
2028	$7,442	$0	$7,442
2029	$7,606	$0	$7,606
2030	$7,773	$0	$7,773
2031	$7,944	$0	$7,944
2032	$8,119	$0	$8,119
2033	$8,297	$0	$8,297
2034	$8,480	$0	$8,480
2035	$8,667	$0	$8,667
2036	$8,857	$0	$8,857
2037	$9,052	$0	$9,052
2038	$9,251	$0	$9,251
2039	$9,455	$0	$9,455
2040	$9,663	$0	$9,663

Targets

View: Fixtures

	MF	SF	COM	HOT	RES	Total
2018	123	161	14	1	2	302
2019	126	165	15	1	2	309
2020	129	168	15	1	2	316
2021	132	172	15	1	2	322
2022	135	176	16	1	2	330
2023	138	180	16	1	2	337
2024	141	184	17	1	2	344
2025	144	188	17	1	2	352
2026	147	192	17	1	2	360
2027	150	196	18	1	3	367
2028	153	200	18	1	3	376
2029	157	205	18	1	3	384
2030	160	209	19	1	3	392
2031	164	214	19	1	3	401
2032	167	218	20	1	3	410
2033	171	223	20	1	3	419
2034	175	228	21	1	3	428
2035	179	233	21	1	3	437
2036	183	238	21	1	3	447
2037	187	244	22	1	3	457
2038	191	249	22	1	3	467
2039	195	254	23	2	3	477
2040	199	260	23	2	3	488

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.003112
2019	0.006262
2020	0.009448
2021	0.012685
2022	0.015917
2023	0.019206
2024	0.022531
2025	0.025894
2026	0.029294
2027	0.032734
2028	0.036212
2029	0.039731
2030	0.043290
2031	0.046891
2032	0.050536
2033	0.051363
2034	0.052206
2035	0.053065
2036	0.053940
2037	0.054832
2038	0.055739
2039	0.056664
2040	0.057605

High Efficiency Toilet Rebate (Current)

Overview	
Name	High Efficiency Toilet Rebate
Abbr	ToiletsCurr
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2018
Last Year	2019
Measure Length	2

Measure Life	
Permanent	☑

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$69.25	$200.00	4
SF	$69.25	$200.00	2

Administration Costs

Method: Percent

Markup Percentage	50%

Description

Provide a rebate for the installation of a high efficiency toilet (HET). HETs are toilets flushing 1.28 gpf or less. Single-flush toilets must use 1.28 gallons or less per flush; dual-flush toilets can use 1.0/1.1 to 1.6 gallons per flush. All devices must be EPA WaterSense® labeled. Toilets must have been purchased on or after June 1, 2016. New toilets must replace an existing toilet; and only homes built before 2009 (as noted in the Coconino County Assessor's parcel database) are eligible since the City code required high-efficiency toilets after that date. Commercial sites built before 2011 are also eligible.
> Replace 5 gallon/flush (gpf) toilet (pre-1980) with 1.28 gpf toilet. Rebate: $100.
> Replace 3.5 gpf toilet (1981-1994) with 1.28 gpf. Rebate: $75.
> Replace 1.6 gpf toilet (1995-2008) with 1.28 gpf. Rebate: $25.

> FY20 pilot proposal: all toilets = $50, if code 1.28 gpf is exceeded, an additional $50 is offered - COF will provide advice on toilet MAP scores and advise re: liability on plumbing.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☑	☑	☐	☐	☐	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☑	☑							
Urinals									
Lavatory Faucets	☐	☐							
Showers	☐	☐							
Dishwashers	☐	☐							
Clothes Washers	☐	☐							
Process									
Kitchen Spray Rinse									
Internal Leakage	☐	☐							
Baths	☐	☐							
Other	☐	☐							
Irrigation	☐	☐							
Pools	☐	☐							
Wash Down	☐	☐							
Cooling									
Car Washing	☐	☐							
External Leakage	☐	☐							
Outdoor									
Non-Lavatory/Kitchen Faucets	☐	☐							

Comments

> Current measure
> Find cost (including admin) basis on black-tabbed worksheet "2019 Measure Cost Basis"
> Targets based on FY15-FY17 participation per account type. In FY 2017: 136 SF, 1 COM, and 4 MF toilets were rebated.
>Three year average rebate amount for replaced toilets = average utility cost of $68 per fixture
> Costs and savings based on the last three years include 1.28 gpf toilets are replacing: 25% 5 gpf, 51% 3.5 gpf, 24% 1.6 gpf.
> Admin percentage is based on recent staff time.

Results

Units: MG

Average Water Savings (mgd)	
0.001646	
Lifetime Savings - Present Value ($)	
Utility	$28,194
Community	$28,194
Lifetime Costs - Present Value ($)	
Utility	$29,165
Community	$85,318
Benefit to Cost Ratio	
Utility	0.97
Community	0.33
Cost of Savings per Unit Volume ($/mg)	
Utility	$2,109

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Toilets	55.7%	102.6
SF Toilets	55.7%	23.2

Targets

Target Method: Detailed

Enter Annual Targets Below

Costs

View: Utility Details

	Fixture Costs	Admin Costs	Utility Total
2018	$9,695	$4,848	$14,543
2019	$10,111	$5,055	$15,166
2020	$0	$0	$0
2021	$0	$0	$0
2022	$0	$0	$0
2023	$0	$0	$0
2024	$0	$0	$0
2025	$0	$0	$0
2026	$0	$0	$0
2027	$0	$0	$0
2028	$0	$0	$0
2029	$0	$0	$0
2030	$0	$0	$0
2031	$0	$0	$0
2032	$0	$0	$0
2033	$0	$0	$0
2034	$0	$0	$0
2035	$0	$0	$0
2036	$0	$0	$0
2037	$0	$0	$0
2038	$0	$0	$0
2039	$0	$0	$0
2040	$0	$0	$0

Targets

View: Accounts

	MF	SF	Total
2018	1	68	69
2019	2	69	71
2020	0	0	0
2021	0	0	0
2022	0	0	0
2023	0	0	0
2024	0	0	0
2025	0	0	0
2026	0	0	0
2027	0	0	0
2028	0	0	0
2029	0	0	0
2030	0	0	0
2031	0	0	0
2032	0	0	0
2033	0	0	0
2034	0	0	0
2035	0	0	0
2036	0	0	0
2037	0	0	0
2038	0	0	0
2039	0	0	0
2040	0	0	0

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000936
2019	0.001916
2020	0.001890
2021	0.001864
2022	0.001839
2023	0.001814
2024	0.001790
2025	0.001767
2026	0.001744
2027	0.001722
2028	0.001700
2029	0.001678
2030	0.001658
2031	0.001637
2032	0.001617
2033	0.001598
2034	0.001579
2035	0.001561
2036	0.001543
2037	0.001526
2038	0.001509
2039	0.001492
2040	0.001476



High Efficiency Toilet Rebate (New)

Overview	
Name	High Efficiency Toilet Rebate (New)
Abbr	ToiletsNew
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2020
Last Year	2040
Measure Length	21

Measure Life	
Permanent	☑

Fixture Cost per Device	Utility	Customer	Fix/Acct
MF	$75.00	$200.00	1
SF	$75.00	$200.00	1

Administration Costs	
Method:	Percent
Markup Percentage	25%

Description

Provide a rebate for the installation of a ultra-high efficiency toilet (UHET). UHETs are toilets flushing 1.0 gpf or less. All devices must be EPA WaterSense® labeled. Toilets must have been purchased on or after June 1, 2016. New toilets must replace an existing toilet; and only homes built before 2009 (as noted in the Coconino County Assessor's parcel database) are eligible since the City code required high-efficiency toilets after that date. Commercial sites built before 2011 are also eligible. All eligible toilets can receive a $100 rebate. COF will provide advice on toilet MAP scores and advise re: liability on plumbing.

Customer Classes

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
	☑	☑	☐	☐	☐	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☑	☑							
Urinals									
Lavatory Faucets	☐	☐							
Showers	☐	☐							
Dishwashers	☐	☐							
Clothes Washers	☐	☐							
Process									
Kitchen Spray Rinse									
Internal Leakage	☐	☐							
Baths	☐	☐							
Other	☐	☐							
Irrigation	☐	☐							
Pools	☐	☐							
Wash Down	☐	☐							
Cooling									
Car Washing	☐	☐							
External Leakage	☐	☐							
Outdoor									
Non-Lavatory/Kitchen Faucets	☐	☐							

Comments

> New measure
> Find cost (including admin) basis on black-tabbed worksheet "2019 Measure Cost Basis"
> Targets based on FY15-FY17 recent participation per account type. In FY 2017: 136 SF, 1 COM, and 4 MF toilets were rebated.
> Savings based on the last three years include the following types of toilets being replaced by <1.0 gpf: 25% 5 gpf, 51% 3.5 gpf, 24% 1.6 gpf.
> Admin percentage is based on recent staff time spent.

Results

Units: MG

Average Water Savings (mgd)	
	0.016282
Lifetime Savings - Present Value ($)	
Utility	$230,905
Community	$230,905
Lifetime Costs - Present Value ($)	
Utility	$117,602
Community	$368,485
Benefit to Cost Ratio	
Utility	1.96
Community	0.63
Cost of Savings per Unit Volume ($/mg)	
Utility	$860

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Toilets	72.3%	102.6
SF Toilets	72.3%	23.2

Targets

Target Method: Detailed

Enter Annual Targets Below

Costs

View: Utility Detail

	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$5,475	$1,369	$6,844
2021	$5,625	$1,406	$7,031
2022	$5,775	$1,444	$7,219
2023	$5,925	$1,481	$7,406
2024	$6,075	$1,519	$7,594
2025	$6,225	$1,556	$7,781
2026	$6,375	$1,594	$7,969
2027	$6,525	$1,631	$8,156
2028	$6,675	$1,669	$8,344
2029	$6,825	$1,706	$8,531
2030	$6,975	$1,744	$8,719
2031	$7,125	$1,781	$8,906
2032	$7,275	$1,819	$9,094
2033	$7,425	$1,856	$9,281
2034	$7,575	$1,894	$9,469
2035	$7,725	$1,931	$9,656
2036	$7,875	$1,969	$9,844
2037	$8,025	$2,006	$10,031
2038	$8,175	$2,044	$10,219
2039	$8,325	$2,081	$10,406
2040	$8,475	$2,119	$10,594

Targets

View: Accounts

	MF	SF	Total
2018	0	0	0
2019	0	0	0
2020	3	70	73
2021	4	71	75
2022	5	72	77
2023	6	73	79
2024	7	74	81
2025	8	75	83
2026	9	76	85
2027	10	77	87
2028	11	78	89
2029	12	79	91
2030	13	80	93
2031	14	81	95
2032	15	82	97
2033	16	83	99
2034	17	84	101
2035	18	85	103
2036	19	86	105
2037	20	87	107
2038	21	88	109
2039	22	89	111
2040	23	90	113

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.001358
2021	0.002765
2022	0.004218
2023	0.005716
2024	0.007256
2025	0.008836
2026	0.010454
2027	0.012108
2028	0.013796
2029	0.015517
2030	0.017269
2031	0.019049
2032	0.020860
2033	0.022699
2034	0.024565
2035	0.026458
2036	0.028377
2037	0.030321
2038	0.032289
2039	0.034280
2040	0.036294

Hot Water Recirculation Code

Overview	
Name	Hot Water Recirculation Code
Abbr	HotRecircCode
Category	Default Plumbing Code
Measure Type	Standard Measure

Time Period	
First Year	2020
Last Year	2040
Measure Length	21

Measure Life	
Permanent	☑

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$0.01	$500.00	3
SF	$0.01	$500.00	1

Administration Costs	
Method:	Fixed
Annual Admin Costs	$500

Description

The 2018 International Building Code (IBC) requires hot water recirculation on all new development.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☑	☑	☐	☐	☐	☐	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐	☐							
Urinals									
Lavatory Faucets	☑	☑							
Showers	☑	☑							
Dishwashers	☑	☑							
Clothes Washers	☑	☑							
Process									
Kitchen Spray Rinse									
Internal Leakage	☐	☐							
Baths	☐	☐							
Other	☐	☐							
Irrigation	☐	☐							
Pools	☐	☐							
Wash Down	☐	☐							
Cooling									
Car Washing	☐	☐							
External Leakage	☐	☐							
Outdoor									
Non-Lavatory/Kitchen Faucets	☑	☑							

Comments

> Water savings based on Jim Lutz paper and information from Gary Klein and David Grieshop. See spreadsheet titled "Hot Water On Demand Water Savings Estimate_2013" includes 1750 sq. ft house saves 1571 gallons per year or 4.3 gpd/acct and a total of 99.5 gpd per SF home, equates to ~4.3% savings per home. Based on a SF indoor water use this results in an equivalent savings of approximately 7-8 gpd/acct savings (7.06 gpd) or approx. 14.5% on shower and faucet end uses. More information for example system by ACT on www.gothotwater.com.

> Customer costs represent new development installation and device (less than existing retrofit costs).

> Utility costs represent time to monitor implementation.

Results

Units	MG
Average Water Savings (mgd)	
0.062919	
Lifetime Savings - Present Value ($)	
Utility	$898,226
Community	$2,284,515
Lifetime Costs - Present Value ($)	
Utility	$7,034
Community	$4,601,172
Benefit to Cost Ratio	
Utility	127.70
Community	0.50
Cost of Savings per Unit Volume ($/mg)	
Utility	$13

End Use Savings Per Replacement

Method:	Percent	
	% Savings/Acct	Avg GPD/Acct
SF Lavatory Faucets	14.5%	8.1
SF Showers	14.5%	25.7
SF Dishwashers	14.5%	2.3
SF Clothes Washers	14.5%	19.1
SF Non-Lavatory/Kitchen Faucet	14.5%	15.1
MF Lavatory Faucets	14.5%	25.7
MF Showers	14.5%	124.0
MF Dishwashers	14.5%	4.3
MF Clothes Washers	14.5%	72.7
MF Non-Lavatory/Kitchen Faucet	14.5%	47.0

Targets

Target Method:	Percentage
% of Accts Targeted / yr	100.000%
Only Effects New Accts	☑

Costs

View: Utility Details

	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$5	$500	$505
2021	$6	$500	$506
2022	$6	$500	$506
2023	$6	$500	$506
2024	$6	$500	$506
2025	$6	$500	$506
2026	$6	$500	$506
2027	$6	$500	$506
2028	$6	$500	$506
2029	$7	$500	$507
2030	$7	$500	$507
2031	$7	$500	$507
2032	$7	$500	$507
2033	$7	$500	$507
2034	$7	$500	$507
2035	$8	$500	$508
2036	$8	$500	$508
2037	$8	$500	$508
2038	$8	$500	$508
2039	$8	$500	$508
2040	$8	$500	$508

Targets

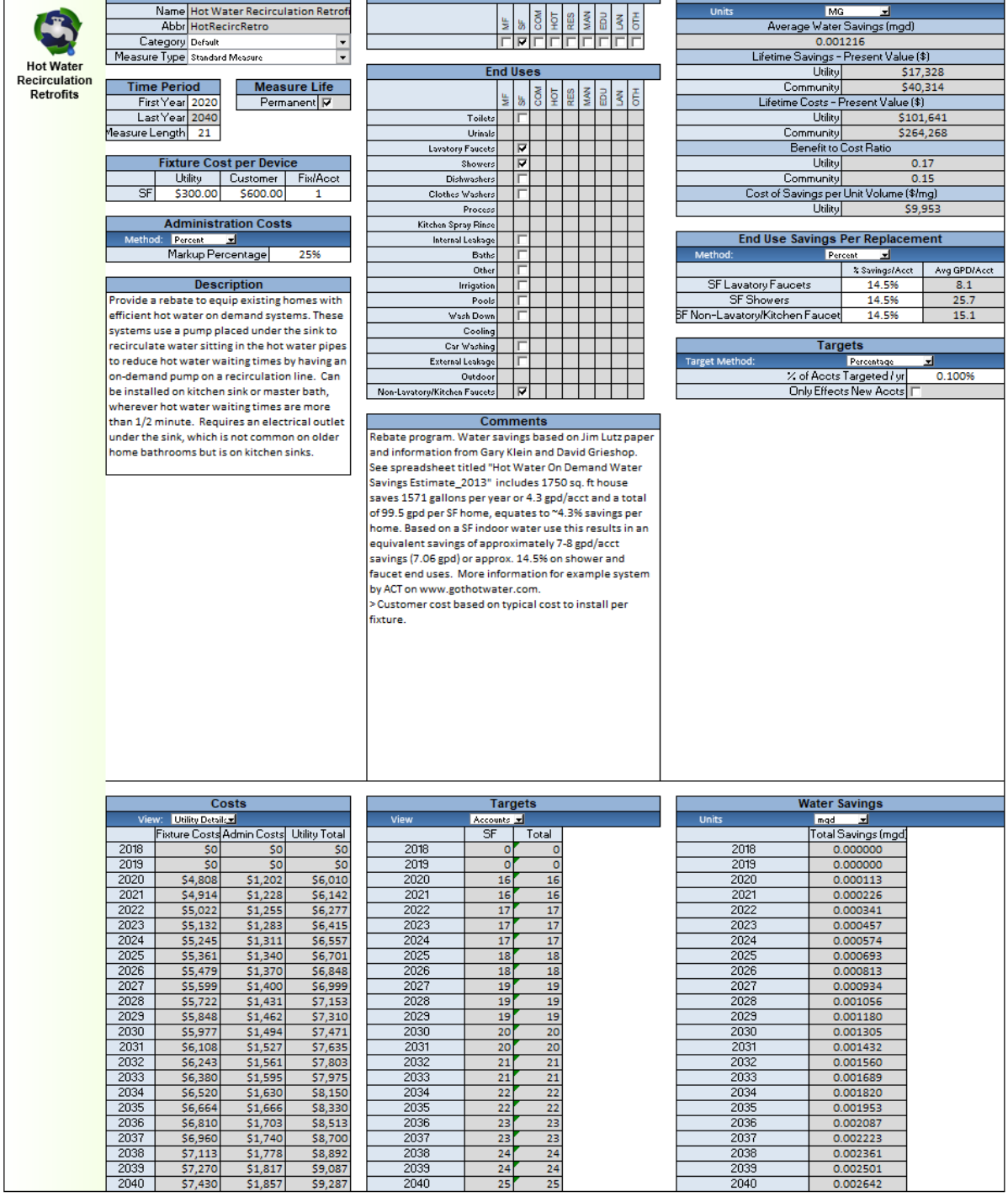
View: Accounts

	MF	SF	Total
2018	0	0	0
2019	0	0	0
2020	66	345	411
2021	68	353	420
2022	69	360	429
2023	71	368	439
2024	72	376	448
2025	74	385	459
2026	75	393	468
2027	77	402	479
2028	79	411	489
2029	80	420	500
2030	82	429	511
2031	84	438	522
2032	86	448	534
2033	88	458	546
2034	90	468	557
2035	92	478	570
2036	94	489	582
2037	96	499	595
2038	98	510	608
2039	100	522	622
2040	102	533	635

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.006013
2021	0.012041
2022	0.018084
2023	0.024152
2024	0.030253
2025	0.036393
2026	0.042571
2027	0.048793
2028	0.055068
2029	0.061391
2030	0.067769
2031	0.074203
2032	0.080710
2033	0.087294
2034	0.093954
2035	0.100700
2036	0.107531
2037	0.114449
2038	0.121457
2039	0.128560
2040	0.135758


Hot Water Recirculation Retrofits
Overview
Name Hot Water Recirculation Retrofi
Abbr HotRecircRetro
Category Default
Measure Type Standard Measure
Time Period
First Year 2020
Last Year 2040
Measure Length 21
Measure Life
Permanent
Fixture Cost per Device
Utility Customer Fix/Acct
SF $300.00 $600.00 1
Administration Costs
Method: Percent
Markup Percentage 25%
Description
Provide a rebate to equip existing homes with efficient hot water on demand systems. These systems use a pump placed under the sink to recirculate water sitting in the hot water pipes to reduce hot water waiting times by having an on-demand pump on a recirculation line. Can be installed on kitchen sink or master bath, wherever hot water waiting times are more than 1/2 minute. Requires an electrical outlet under the sink, which is not common on older home bathrooms but is on kitchen sinks.
Customer Classes
MF SF COM HOT RES MAN EDU LAN OTH
End Uses
MF SF COM HOT RES MAN EDU LAN OTH
Toilets
Urinals
Lavatory Faucets
Showers
Dishwashers
Clothes Washers
Process
Kitchen Spray Rinse
Internal Leakage
Baths
Other
Irrigation
Pools
Wash Down
Cooling
Car Washing
External Leakage
Outdoor
Non-Lavatory/Kitchen Faucets
Comments
Rebate program. Water savings based on Jim Lutz paper and information from Gary Klein and David Grieshop. See spreadsheet titled "Hot Water On Demand Water Savings Estimate_2013" includes 1750 sq. ft house saves 1571 gallons per year or 4.3 gpd/acct and a total of 99.5 gpd per SF home, equates to ~4.3% savings per home. Based on a SF indoor water use this results in an equivalent savings of approximately 7-8 gpd/acct savings (7.06 gpd) or approx. 14.5% on shower and faucet end uses. More information for example system by ACT on www.gothotwater.com.
> Customer cost based on typical cost to install per fixture.
Results
Units MG
Average Water Savings (mgd)
0.001216
Lifetime Savings - Present Value ($)
Utility $17,328
Community $40,314
Lifetime Costs - Present Value ($)
Utility $101,641
Community $264,268
Benefit to Cost Ratio
Utility 0.17
Community 0.15
Cost of Savings per Unit Volume ($/mg)
Utility $9,953
End Use Savings Per Replacement
Method: Percent
% Savings/Acct Avg GPD/Acct
SF Lavatory Faucets 14.5% 8.1
SF Showers 14.5% 25.7
SF Non-Lavatory/Kitchen Faucet 14.5% 15.1
Targets
Target Method: Percentage
% of Accts Targeted / yr 0.100%
Only Effects New Accts
Costs
View: Utility Detail
Fixture Costs Admin Costs Utility Total
2018 $0 $0 $0
2019 $0 $0 $0
2020 $4,808 $1,202 $6,010
2021 $4,914 $1,228 $6,142
2022 $5,022 $1,255 $6,277
2023 $5,132 $1,283 $6,415
2024 $5,245 $1,311 $6,557
2025 $5,361 $1,340 $6,701
2026 $5,479 $1,370 $6,848
2027 $5,599 $1,400 $6,999
2028 $5,722 $1,431 $7,153
2029 $5,848 $1,462 $7,310
2030 $5,977 $1,494 $7,471
2031 $6,108 $1,527 $7,635
2032 $6,243 $1,561 $7,803
2033 $6,380 $1,595 $7,975
2034 $6,520 $1,630 $8,150
2035 $6,664 $1,666 $8,330
2036 $6,810 $1,703 $8,513
2037 $6,960 $1,740 $8,700
2038 $7,113 $1,778 $8,892
2039 $7,270 $1,817 $9,087
2040 $7,430 $1,857 $9,287
Targets
View Accounts
SF Total
2018 0 0
2019 0 0
2020 16 16
2021 16 16
2022 17 17
2023 17 17
2024 17 17
2025 18 18
2026 18 18
2027 19 19
2028 19 19
2029 19 19
2030 20 20
2031 20 20
2032 21 21
2033 21 21
2034 22 22
2035 22 22
2036 23 23
2037 23 23
2038 24 24
2039 24 24
2040 25 25
Water Savings
Units mgd
Total Savings (mgd)
2018 0.000000
2019 0.000000
2020 0.000113
2021 0.000226
2022 0.000341
2023 0.000457
2024 0.000574
2025 0.000693
2026 0.000813
2027 0.000934
2028 0.001056
2029 0.001180
2030 0.001305
2031 0.001432
2032 0.001560
2033 0.001689
2034 0.001820
2035 0.001953
2036 0.002087
2037 0.002223
2038 0.002361
2039 0.002501
2040 0.002642



Overview

Name	Showerhead and Faucet WaterSense Code
Abbr	ShowFauc
Category	Default Plumbing Code
Measure Type	Standard Measure

Time Period	
First Year	2020
Last Year	2040
Measure Length	21

Measure Life	
Permanent	☑

Fixture Cost per Device

	Utility	Customer	Fix/Acct
MF	$1.00	$10.00	20
SF	$1.00	$10.00	4
COM	$1.00	$10.00	20
HOT	$1.00	$10.00	50
RES	$1.00	$10.00	5
MAN	$1.00	$10.00	20

Administration Costs

Method: Fixed

Annual Admin Costs	$10,000

Description

Future code change to require all fixtures in new development meet WaterSense specifications. Recommended in concert with a conservation plan review.

Customer Classes

MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
☑	☑	☑	☑	☑	☑	☐	☐	☐

End Uses

	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐	☐	☐	☐	☐	☐			
Urinals			☐	☐	☐				
Lavatory Faucets	☑	☑	☑	☑	☑	☑			
Showers	☑	☑	☑	☑		☑			
Dishwashers	☐	☐	☐	☐	☐	☐			
Clothes Washers	☐	☐	☐	☐	☐	☐			
Process			☐			☐			
Kitchen Spray Rinse			☐	☐					
Internal Leakage	☐	☐	☐	☐	☐	☐			
Baths	☐	☐		☐					
Other	☐	☐	☐	☐	☐	☐			
Irrigation	☐	☐	☐	☐	☐	☐			
Pools	☐	☐		☐					
Wash Down	☐	☐		☐	☐				
Cooling			☐	☐	☐	☐			
Car Washing	☐	☐							
External Leakage	☐	☐	☐	☐	☐	☐			
Outdoor									
Non-Lavatory/Kitchen Faucets	☑	☑	☑	☑	☑	☑			

Comments

Savings based on code changing from 2.2 to 1.8 for kitchen, 2.2 to 1.5 for residential lavatory, and 2.5 to 2.0 for showerheads. Recommend in concert with conservation plan review.
Utility costs include increased code enforcement. Approximately $5k annually (via COF Building Official)

Results

Units: MG

Average Water Savings (mgd)	
	0.094324
Lifetime Savings - Present Value ($)	
Utility	$1,342,491
Community	$2,874,957
Lifetime Costs - Present Value ($)	
Utility	$197,309
Community	$781,980
Benefit to Cost Ratio	
Utility	6.80
Community	3.68
Cost of Savings per Unit Volume ($/mg)	
Utility	$249

End Use Savings Per Replacement

Method: Percent

	% Savings/Acct	Avg GPD/Acct
MF Lavatory Faucets	31.8%	25.7
SF Lavatory Faucets	31.8%	8.1
HOT Lavatory Faucets	31.8%	380.1
MF Showers	20.0%	124.0
SF Showers	20.0%	25.7
HOT Showers	20.0%	905.1
MF Non-Lavatory/Kitchen Faucet	18.2%	47.0
SF Non-Lavatory/Kitchen Faucets	18.2%	15.1
HOT Non-Lavatory/Kitchen Fauce	18.2%	323.8
COM Lavatory Faucets	31.8%	49.7
RES Lavatory Faucets	31.8%	125.1
MAN Lavatory Faucets	31.8%	425.0
COM Showers	20.0%	59.2
MAN Showers	20.0%	168.6
COM Non-Lavatory/Kitchen Fauce	18.2%	42.4
RES Non-Lavatory/Kitchen Faucet	18.2%	193.1
MAN Non-Lavatory/Kitchen Fauce	18.2%	362.0

Targets

Target Method: Percentage

% of Accts Targeted / yr	100.000%
Only Effects New Accts	☑

Costs

View: Utility Detail

	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$3,456	$10,000	$13,456
2021	$3,534	$10,000	$13,534
2022	$3,611	$10,000	$13,611
2023	$3,689	$10,000	$13,689
2024	$3,772	$10,000	$13,772
2025	$3,856	$10,000	$13,856
2026	$3,939	$10,000	$13,939
2027	$4,025	$10,000	$14,025
2028	$4,116	$10,000	$14,116
2029	$4,205	$10,000	$14,205
2030	$4,297	$10,000	$14,297
2031	$4,392	$10,000	$14,392
2032	$4,489	$10,000	$14,489
2033	$4,588	$10,000	$14,588
2034	$4,687	$10,000	$14,687
2035	$4,792	$10,000	$14,792
2036	$4,897	$10,000	$14,897
2037	$5,005	$10,000	$15,005
2038	$5,114	$10,000	$15,114
2039	$5,227	$10,000	$15,227
2040	$5,343	$10,000	$15,343

Targets

View: Accounts

	MF	SF	COM	HOT	RES	MAN	Total
2018	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0
2020	66	345	31	2	3	1	448
2021	68	353	32	2	3	1	458
2022	69	360	32	2	3	1	468
2023	71	368	33	2	3	1	478
2024	72	376	34	2	3	1	489
2025	74	385	35	2	3	1	500
2026	75	393	35	2	3	1	510
2027	77	402	36	2	3	1	522
2028	79	411	37	2	4	1	533
2029	80	420	38	2	4	1	545
2030	82	429	39	3	4	1	557
2031	84	438	39	3	4	1	569
2032	86	448	40	3	4	1	582
2033	88	458	41	3	4	1	595
2034	90	468	42	3	4	1	607
2035	92	478	43	3	4	1	621
2036	94	489	44	3	4	1	635
2037	96	499	45	3	4	1	649
2038	98	510	46	3	4	1	663
2039	100	522	47	3	4	1	677
2040	102	533	48	3	5	1	692

Water Savings

Units: mgd

	Total Savings (mgd
2018	0.000000
2019	0.000000
2020	0.008550
2021	0.017220
2022	0.026002
2023	0.034899
2024	0.043920
2025	0.053068
2026	0.062336
2027	0.071732
2028	0.081263
2029	0.090923
2030	0.100719
2031	0.110653
2032	0.120734
2033	0.130965
2034	0.141344
2035	0.151884
2036	0.162584
2037	0.173447
2038	0.184474
2039	0.195674
2040	0.207050



Leak Assistance

Overview	
Name	Leak Assistance
Abbr	LeakAssist
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2020
Last Year	2040
Measure Length	21

Measure Life	
Permanent	☐
Years	10
Repeat	☑

Fixture Cost per Device	Utility	Customer	Fix/Acct
MF	$200.00	$0.00	2
SF	$200.00	$0.00	1

Administration Costs	
Method:	Percent
Markup Percentage	100%

Description

Leak assistance for qualifying low income customers. Only owner occupied residences/accounts are eligible. Would partner with plumbers to fix basic leaks at a flat rate.

Customer Classes	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
	☑	☑	☐	☐	☐	☐	☐	☐	☐

End Uses	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☐	☐							
Urinals									
Lavatory Faucets	☐	☐							
Showers	☐	☐							
Dishwashers	☐	☐							
Clothes Washers	☐	☐							
Process									
Kitchen Spray Rinse									
Internal Leakage	☑	☑							
Baths	☐	☐							
Other	☐	☐							
Irrigation	☐	☐							
Pools	☐	☐							
Wash Down	☐	☐							
Cooling									
Car Washing	☐	☐							
External Leakage	☑	☑							
Outdoor									
Non-Lavatory/Kitchen Faucets	☐	☐							

Comments

> Assume 1 leak per SF, 2 leaks per MF (typically duplex owners), as these programs typically are for owner-occupied residences
> Might model after SAWS Plumbers for People.

Results	
Units	MG
Average Water Savings (mgd)	
	0.001594
Lifetime Savings - Present Value ($)	
Utility	$23,279
Community	$37,446
Lifetime Costs - Present Value ($)	
Utility	$134,770
Community	$134,770
Benefit to Cost Ratio	
Utility	0.17
Community	0.28
Cost of Savings per Unit Volume ($/mg)	
Utility	$10,066

End Use Savings Per Replacement		
Method:	Percent	
	% Savings/Acct	Avg GPD/Acct
MF Internal Leakage	50.0%	34.2
SF Internal Leakage	50.0%	15.1
MF External Leakage	50.0%	2.1
SF External Leakage	50.0%	3.3

Targets	
Target Method:	Percentage
% of Accts Targeted / yr	0.100%
Only Effects New Accts	☐

Costs

View: Utility Details

	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$4,434	$4,434	$8,867
2021	$4,531	$4,531	$9,062
2022	$4,631	$4,631	$9,262
2023	$4,733	$4,733	$9,465
2024	$4,837	$4,837	$9,674
2025	$4,943	$4,943	$9,887
2026	$5,052	$5,052	$10,104
2027	$5,163	$5,163	$10,326
2028	$5,277	$5,277	$10,554
2029	$5,393	$5,393	$10,786
2030	$4,434	$4,434	$8,867
2031	$4,531	$4,531	$9,062
2032	$4,631	$4,631	$9,262
2033	$4,733	$4,733	$9,465
2034	$4,837	$4,837	$9,674
2035	$4,943	$4,943	$9,887
2036	$5,052	$5,052	$10,104
2037	$5,163	$5,163	$10,326
2038	$5,277	$5,277	$10,554
2039	$5,393	$5,393	$10,786
2040	$4,434	$4,434	$8,867

Targets

View: Accounts

	MF	SF	Total
2018	0	0	0
2019	0	0	0
2020	3	16	19
2021	3	16	20
2022	3	17	20
2023	3	17	20
2024	3	17	21
2025	3	18	21
2026	3	18	22
2027	4	19	22
2028	4	19	23
2029	4	19	23
2030	3	16	19
2031	3	16	20
2032	3	17	20
2033	3	17	20
2034	3	17	21
2035	3	18	21
2036	3	18	22
2037	4	19	22
2038	4	19	23
2039	4	19	23
2040	3	16	19

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.000203
2021	0.000411
2022	0.000623
2023	0.000840
2024	0.001062
2025	0.001289
2026	0.001520
2027	0.001757
2028	0.001999
2029	0.002246
2030	0.002246
2031	0.002246
2032	0.002246
2033	0.002246
2034	0.002246
2035	0.002246
2036	0.002246
2037	0.002246
2038	0.002246
2039	0.002246
2040	0.002246



Submetering

Overview	
Name	Submetering
Abbr	Submeters
Category	Default
Measure Type	Standard Measure

Time Period	
First Year	2020
Last Year	2039
Measure Length	20

Measure Life	
Permanent	☑

Fixture Cost per Device			
	Utility	Customer	Fix/Acct
MF	$100.00	$100.00	110
COM	$100.00	$100.00	10

Administration Costs	
Method:	Percent
Markup Percentage	5%

Description

Provide submeters (point leak detection devices like Flume offers) for all apartments in an apartment complex or all businesses in a strip mall.

Customer Classes	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
	☑	☐	☑	☐	☐	☐	☐	☐	☐

End Uses	MF	SF	COM	HOT	RES	MAN	EDU	LAN	OTH
Toilets	☑		☑						
Urinals			☑						
Lavatory Faucets	☑		☑						
Showers	☑		☑						
Dishwashers	☑		☑						
Clothes Washers	☑		☑						
Process			☐						
Kitchen Spray Rinse			☑						
Internal Leakage	☑		☑						
Baths	☐								
Other	☐		☐						
Irrigation	☑		☑						
Pools	☐								
Wash Down	☐								
Cooling			☐						
Car Washing	☐								
External Leakage	☑		☑						
Outdoor									
Non-Lavatory/Kitchen Faucets	☑		☑						

Comments

Savings based on estimated metering retrofit projects and education measure estimated savings. Leak savings are higher since submetering should make leaks easier to identify and locate. Costs based on Flume retail rates. Markup percentage is based on estimated installation.

Flume devices retail at $200.
> Restaurant accounts have already received a "submeter". Some restaurants may be included in commercial account strip malls.

Results	
Units	MG
Average Water Savings (mgd)	
0.001541	
Lifetime Savings - Present Value ($)	
Utility	$21,643
Community	$38,096
Lifetime Costs - Present Value ($)	
Utility	$169,297
Community	$330,532
Benefit to Cost Ratio	
Utility	0.13
Community	0.12
Cost of Savings per Unit Volume ($/mg)	
Utility	$13,077

End Use Savings Per Replacement		
Method:	Percent	
	% Savings/Acct	Avg GPD/Acct
MF Toilets	15.0%	102.6
COM Toilets	15.0%	149.3
COM Urinals	15.0%	39.5
MF Lavatory Faucets	15.0%	25.7
COM Lavatory Faucets	15.0%	49.7
MF Showers	15.0%	124.0
COM Showers	15.0%	59.2
MF Dishwashers	15.0%	4.3
COM Dishwashers	15.0%	39.5
MF Clothes Washers	15.0%	72.7
COM Clothes Washers	15.0%	98.7
COM Kitchen Spray Rinse	15.0%	32.9
MF Internal Leakage	15.0%	34.2
COM Internal Leakage	15.0%	65.8
MF Irrigation	15.0%	25.2
COM Irrigation	15.0%	120.2
MF External Leakage	15.0%	2.1
COM External Leakage	15.0%	9.8
MF Non-Lavatory/Kitchen Faucets	15.0%	47.0
COM Non-Lavatory/Kitchen Faucet	15.0%	42.4

Targets	
Target Method:	Count
# of Accts Targeted / yr	1

Costs

View: Utility Detail

	Fixture Costs	Admin Costs	Utility Total
2018	$0	$0	$0
2019	$0	$0	$0
2020	$12,000	$600	$12,600
2021	$12,000	$600	$12,600
2022	$12,000	$600	$12,600
2023	$12,000	$600	$12,600
2024	$12,000	$600	$12,600
2025	$12,000	$600	$12,600
2026	$12,000	$600	$12,600
2027	$12,000	$600	$12,600
2028	$12,000	$600	$12,600
2029	$12,000	$600	$12,600
2030	$12,000	$600	$12,600
2031	$12,000	$600	$12,600
2032	$12,000	$600	$12,600
2033	$12,000	$600	$12,600
2034	$12,000	$600	$12,600
2035	$12,000	$600	$12,600
2036	$12,000	$600	$12,600
2037	$12,000	$600	$12,600
2038	$12,000	$600	$12,600
2039	$12,000	$600	$12,600
2040	$0	$0	$0

Targets

View: Accounts

	MF	COM	Total
2018	0	0	0
2019	0	0	0
2020	1	1	2
2021	1	1	2
2022	1	1	2
2023	1	1	2
2024	1	1	2
2025	1	1	2
2026	1	1	2
2027	1	1	2
2028	1	1	2
2029	1	1	2
2030	1	1	2
2031	1	1	2
2032	1	1	2
2033	1	1	2
2034	1	1	2
2035	1	1	2
2036	1	1	2
2037	1	1	2
2038	1	1	2
2039	1	1	2
2040	0	0	0

Water Savings

Units: mgd

	Total Savings (mgd)
2018	0.000000
2019	0.000000
2020	0.000169
2021	0.000335
2022	0.000499
2023	0.000660
2024	0.000818
2025	0.000975
2026	0.001129
2027	0.001281
2028	0.001431
2029	0.001580
2030	0.001726
2031	0.001871
2032	0.002014
2033	0.002156
2034	0.002296
2035	0.002435
2036	0.002573
2037	0.002709
2038	0.002845
2039	0.002979
2040	0.002964

Water Conservation Strategic Plan Final Draft & Proposed Adoption

Tamara Lawless, Water Conservation Manager,
Water Services Division

December 1st, 2020

Plan Background

Impetus for the plan

- 2016 Program "reframing" with Water Resources & Sustainability – develop a plan
  - Transform Flagstaff into a Water Wise Leader
  - Develop innovative water efficiency plan to inform staff and community
- 2017 Council goal – national leader in conservation across all sectors
- 2017 budgetary increase: additional staff, programming, plan
- Quantify water conservation as a water supply

Plan outcomes

- Goal setting for Water Conservation Program
- Assess conservation actions for water savings and costs
- Revise conservation program work plan to maximize economic and community benefits
- Context for future rate study
- Addition of Flagstaff to the Alliance for Water Efficiency Leaderboard



Optimized Conservation Program

- Potential water savings of an additional 690 acre-feet over existing program over the next ~20 years.
  - Estimated decrease of ~20 Total GPCD, mostly outdoors

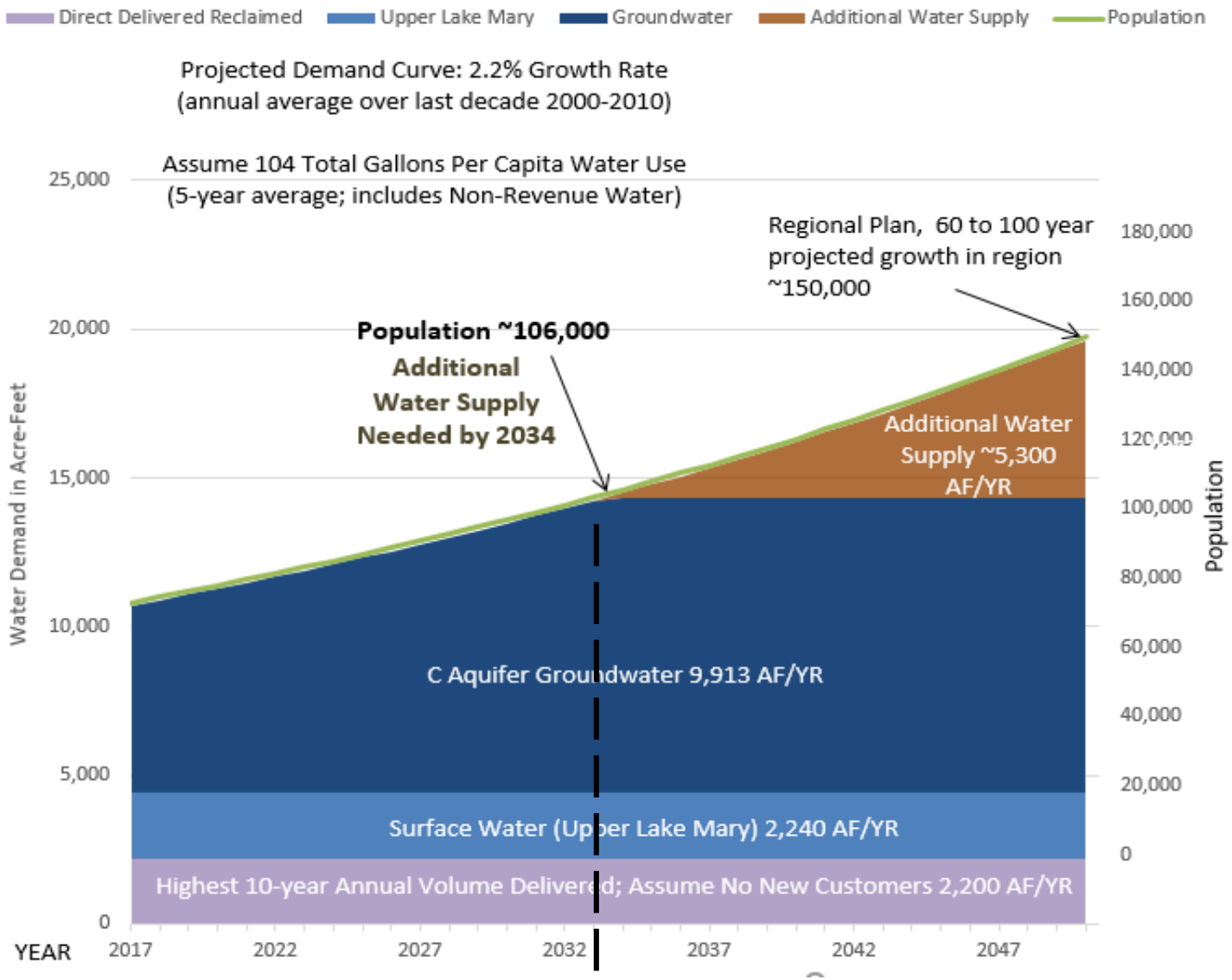
- Estimated delay in need for new supply
  - Plumbing code delays new water supply from ~2033 to 2037
  - Current program delays new water supply by 5-years from ~2037 to 2042
  - Optimized program delays new water supply by 6 additional years to ~2048

- Significant deferred financial investment from reduced water production/new supply costs over the next ~30 years
  - Approximately $160 million in deferred costs
  - $448 per acre foot avoided costs

Water Resources Master Plan

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

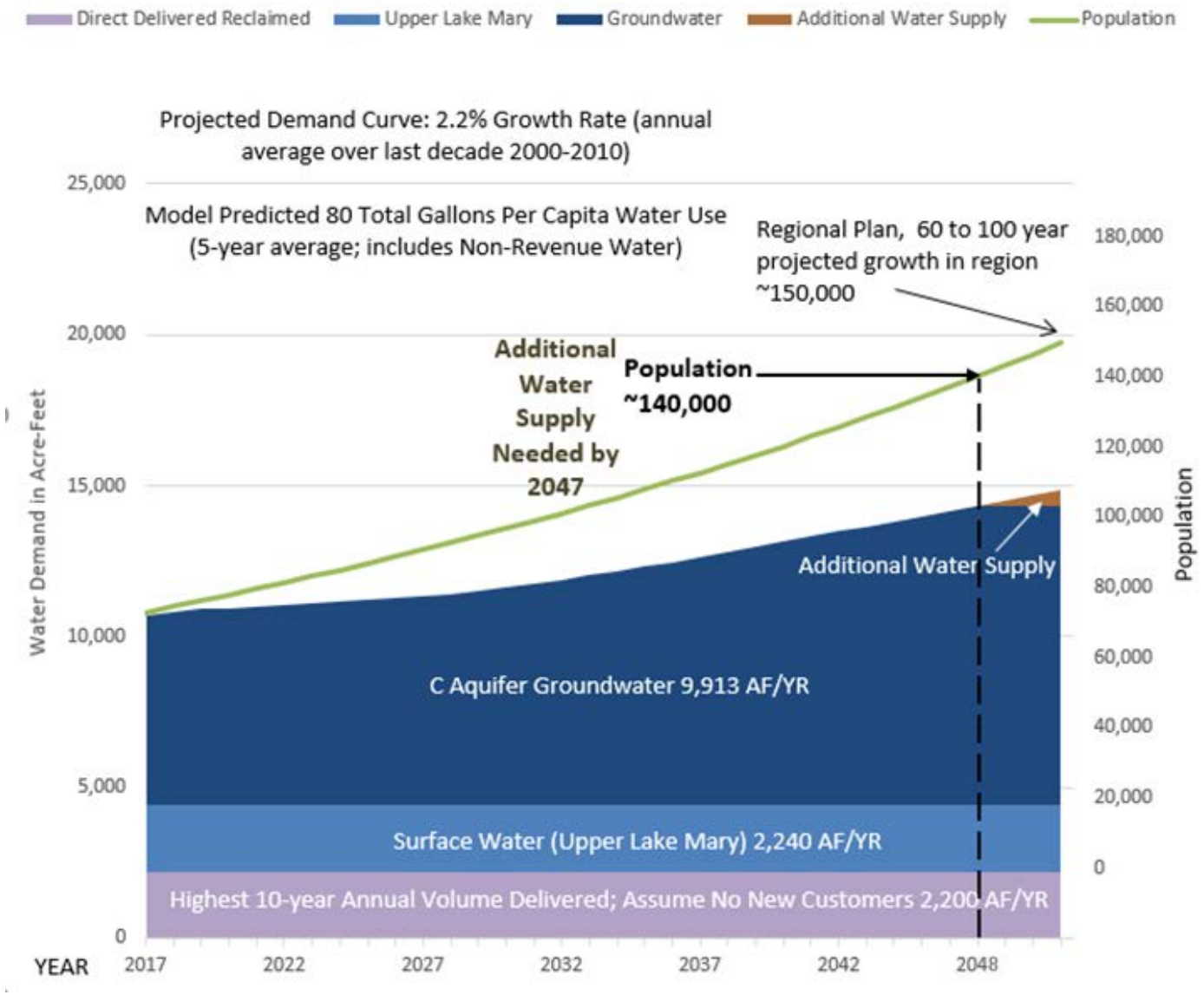
Water supply needs – assuming no conservation program



Water Resources Master Plan

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

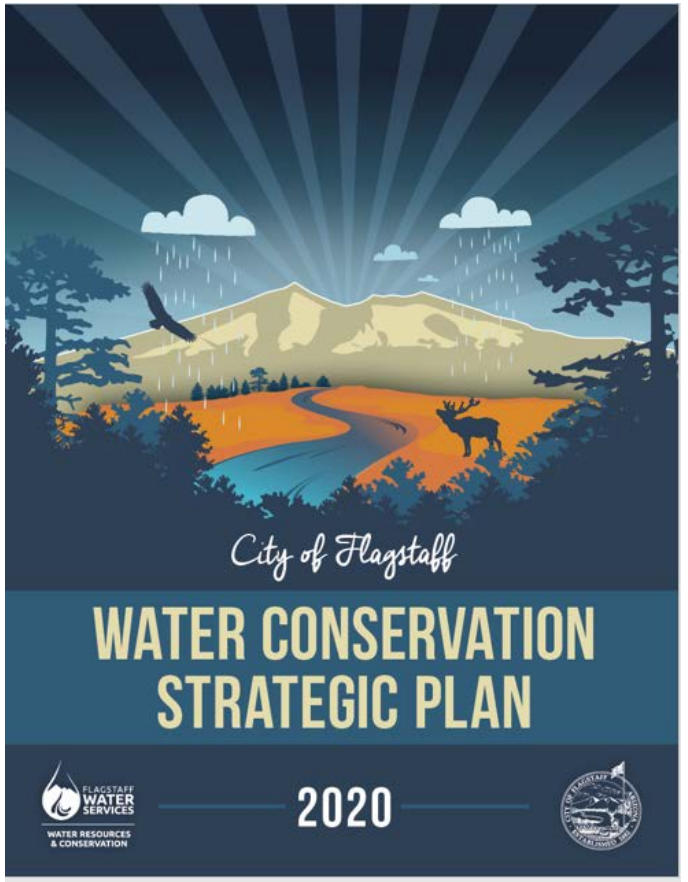
Impact of proposed Conservation Program on water supply needs & avoided costs



Staff Recommendation

- Council adoption Water Conservation Strategic Plan
- Recommendation to adopt from Water Commission on 11/19/2020

- Next steps:
  - Staff to finalize Implementation Plan
  - Recommend policy or City Code updates
  - Make adjustments to model for Covid-19/recession plan constraints



Discussion

Thank you!







9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Genevieve Pearthree, Planning Development Manager
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-65: A resolution authorizing the execution of a Development Agreement Amendment between Miramonte Presidio, LLC and the City of Flagstaff related to the development of approximately 2.77 acres of real property located 2940 South Woody Mountain Road (Presidio in the Pines Development Agreement Amendment).

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-65 by title only
2) City Clerk reads Resolution No. 2020-65 by title only (if approved above)
3) Adopt Resolution No. 2020-65

Executive Summary:

State law allows the City to enter into development agreements by resolution of the City Council. The Presidio in the Pines Development Agreement Amendment will be between Miramonte Presidio, LLC and the City of Flagstaff. The proposed amendment modifies Section 6.6 of the Development Agreement to: 1) permit Tract M of the Presidio in the Pines subdivision to be developed as a multiple-family development according to an approved Site Plan, 2) require the formation of a homeowners' association and condo declarations stipulating a minimum lease length of thirty (30) days, and 3) provide "Attainable Housing."

Financial Impact:

No financial impacts are associated with this Development Agreement Amendment.

Policy Impact:

No policy impacts are associated with this Development Agreement Amendment.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

PBB Key Community Priorities/Objectives

- Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.
- Livable Community - Support the development of attainable and accessible housing.

Flagstaff Regional Plan

- Goal NH.3. Make available a variety of housing types at different price points, to provide housing

opportunity for all economic sectors

Has There Been Previous Council Decision on This:

In May 2004, City Council approved a rezoning request (Ordinance No. 2004-05) to enable the development of the larger 91-acre Presidio in the Pines master-planned community, of which Tract M is a small part. City Council also approved the associated Development Agreement, which was recorded on September 20, 2004. City Council approved three (3) subsequent amendments to the Development Agreement in 2007, 2008, and 2012. The purpose of the original Development Agreement and each amendment thereof is detailed in the Background/History section of this staff report.

Options and Alternatives:

1. Approve the Presidio in the Pines Development Agreement Amendment as presented.
2. Approve the Presidio in the Pines Development Agreement Amendment with additional, modified, or deleted terms.
3. Remand the Presidio in the Pines Development Agreement Amendment back to staff for additional negotiations with Miramonte Presidio, LLC.
4. Deny the Presidio in the Pines Development Agreement Amendment.

Background/History:

Reasons for Development Agreement Amendment Request

On September 25, 2020, City staff approved the Site Plan (PZ-19-00204-01) for Miramonte Presidio, LLC to build a 39-unit multiple-family development project on 2.77 acres in the HC (Highway Commercial) Zone at 2940 South Woody Mountain Road (APN 112-62-483). See the attached Site Plan for more information. Site Plan approval was conditioned upon 1) an amendment to the Presidio in the Pines Development Agreement to allow multiple-family development on the site, and 2) the applicant obtaining a Conditional Use Permit.

The proposed development is on Tract M of the Presidio in the Pines subdivision. Multiple family development is a permitted use in the HC Zone when it is developed as a Planned Residential Development. A Planned Residential Development in the HC Zone also requires a Conditional Use Permit.

However, City Council must first approve an amendment to the Development Agreement to allow a multiple-family use on Tract M because the original Development Agreement requires a church site at that location. It states: “In the event that the Church Site depicted on Exhibit 4 of the Master Plan is not developed as a church use, alternative development of the Church Site shall be limited to neighborhood indoor uses permitted in the Urban Commercial zoning district as defined in Section 10-03-002-0004(B) of the Land Development Code.” Neighborhood indoor uses in the Land Development Code included churches, neighborhood community or recreational centers, daycare centers, gymnasiums, branch libraries, indoor recreational centers, public or private schools, indoor swimming pools, tennis, racquetball, handball courts, and similar indoor institutional uses; they did not include multiple-family development.

Proposed Development Agreement Amendment

The current Development Agreement Amendment is focused on Section 6.6 of the original Development Agreement—the section that requires Tract M to be a church site or other neighborhood indoor use. The amendment consists of three main points:

1. Tract M will be developed as for-sale, condominium, multiple-family development as set forth in the approved Presidio in the Pines Tract M Site Plan (PZ-19-00204-01) administratively approved by City staff on September 25, 2020, subject to the requirement for a Conditional Use Permit and

other requirements from City Code, this Development Agreement Amendment, and the Master Plan for Presidio in the Pines.
2. Developer agrees to form a homeowners' association (HOA) for the project; the Condominium Declarations will include a provision requiring any lease period to be a minimum of thirty (30) days.
3. Developer agrees to designate a minimum of 10% of the total units to be sold at or below 100% of the Area Median Income ("AMI").

Development Agreement History

The Presidio in the Pines Development Agreement was recorded on September 20, 2004, between the City of Flagstaff and the original developers of Presidio in the Pines. It was associated with a successful rezoning request (Ordinance No. 2004-05) to develop a larger 91-acre property into a mixed-use, traditional neighborhood design development with 790 dwelling units. It was to be built according to a Development Master Plan.

The Development Agreement has since been amended three times:

1. March 30, 2007: Identified the process for Presidio in the Pines to annex, and coordinate with, the development of single-family housing on a five-acre parcel adjacent to Presidio in the Pines.
2. December 1, 2008: Allowed the adjacent five-acre parcel to continue to develop given the fact that the developer's party to the original Development Agreement had filed for bankruptcy.
3. August 2, 2012: Allowed Miramonte Arizona, LLC to develop Presidio in the Pines as a phased development.

Section 6.6—the focus of the current Development Agreement Amendment—was not modified in any of the three previous amendments.

Multiple Family Development Project Overview

The approved Site Plan (PZ-19-00204-01) for Tract M proposes 39 residential units distributed across three (3) approximately 5,000 square foot, 3-story buildings. The project will be developed as a Planned Residential Development, which requires the applicant to apply Transect Zone, Building Type, and Private Frontage Type standards. The project will use T4.N2 Transect Zone, Apartment Building Type, and Forecourt Private Frontage Type standards.

The 39 units result in a density of 14.09 units per acre, which is within the permitted range of 10-22 units per acre for properties in the HC Zone within the Resource Protection Overlay. There are 13 units per building, which range from approximately 500 to 1,300 square feet:

- Studio: 1 unit per building / 3 units total
- 1 BR: 4 units per building / 12 units total
- 2 BR: 6 units per building / 18 units total
- 3 BR: 2 units per building / 6 units total

The property has a Resource Protection Overlay. The subdivision plat also shows a Tree Resource Preservation Easement, which will not be disturbed as part of the construction of this project. The development is required to preserve 30% of the resource trees; they are preserving 35.11%. These calculations are based on trees located outside of the Preservation Easement. No steep slopes or floodplains requiring protection are located on the site.

The Site Plan also identifies land shown in the Regional Plan for future ADOT right of way to allow on/off ramps at I-40 and Woody Mountain Road. No housing or parking is proposed to be located in that area.

The project is required to provide 73 off-street parking spaces; 74 spaces will be provided. It is also required and is providing, four (4) ADA accessible spaces and two (2) EV-ready spaces as part of the 74 total spaces.

The project is providing 12 bike parking spaces, which at 16% of the required off-street parking spaces is greater than the 5% required by the Zoning Code. The bike racks are distributed evenly across the three buildings (four [4] racks per building).

Key Considerations:

The Development Agreement Amendment helps to ensure that the development of the property complies with City standards for development and engineering improvements, Regional Plan goals and policies, and City Council goals, especially the Livable Community goal to “Support the development of attainable and accessible housing.” Staff believes that the development of the property pursuant to this amendment will result in planning, safety, and other benefits to the City and its residents.

Community Benefits and Considerations:

The applicant identifies this project as a multiple family development which provides homeownership opportunities and much needed “Attainable Housing” for low income residents. The project includes four (4) for-sale housing units serving buyers who earn up to 100% AMI. The developer has agreed to not develop on the portion of the parcel designated as future ADOT ROW. The proposed project facilitates efficient use of the current transportation corridors and contributes to the growth of a preexisting neighborhood. The required open space protects existing Ponderosa Pines on the site.

Community Involvement:

Inform. No public hearings or public outreach are required by the Zoning Code for the amendment to the Presidio in the Pines Development Agreement. However, the applicant will hold a neighborhood meeting and a public hearing before Planning and Zoning Commission as part of the Conditional Use Permit required for this development to proceed.

Attachments:

Res. 2020-65
Development Agreement Amendment
Original Development Agreement & Presidio in the Pines Master Plan
Site Plan (PZ-19-00204-01)
Presentation

RESOLUTION NO. 2020-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO THE PRESIDIO IN THE PINES DEVELOPMENT AGREEMENT BETWEEN MIRAMONTE PRESIDIO, LLC AND THE CITY OF FLAGSTAFF RELATED TO THE DEVELOPMENT OF APPROXIMATELY 2.77 ACRES OF REAL PROPERTY LOCATED AT 2940 SOUTH WOODY MOUNTAIN ROAD, FLAGSTAFF, ARIZONA AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Developer owns real property located at 2940 South Woody Mountain Road, Flagstaff, Arizona, APN 112-62-483, (the "Property"); and

WHEREAS, Miramonte Presidio, LLC (the "Developer") has submitted a Site Plan (PZ-19-00204-01) approved by the City on September 25, 2020 for a development consisting of a 39-unit multi-family residential community; and

WHEREAS, the City of Flagstaff ("City") and Developer's predecessors-in-interest entered into a development agreement dated September 16, 2004 and recorded as Instrument No. 3283782 on September 20, 2004 in the Official Records of Coconino County providing for the development of the 91-acre Presidio in the Pines development; and

WHEREAS, Developer and the City wish to enter into an amendment to that 2004 development agreement regarding the Property, which is a 2.77 acre parcel within the Presidio in the Pines development, in the form attached to the staff summary submitted in support of this Resolution (the "Fourth Amendment to the Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and conditions of the proposed Fourth Amendment to the Development Agreement will be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Fourth Amendment to the Development Agreement will operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

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

SECTION 1. The Fourth Amendment to the Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Fourth Amendment to the Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any

applicable specific plans, and the Zoning Code.

SECTION 3. The Fourth Amendment to the Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Fourth Amendment to the Development Agreement in the form attached to this Resolution as Exhibit A.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Fourth Amendment to the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Fourth Amendment to the Development Agreement

Upon recording, return to:

City Clerk
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

The City of Flagstaff, an Arizona municipal corporation ("City") and Miramonte Presidio, LLC, an Arizona limited liability company ("Developer") enter into this Fourth Amendment to Development Agreement ("Fourth Amendment") effective this _____ day of _____, 2020.

RECITALS

A. Section 9-500.05 of the Arizona Revised Statutes, and Section 10-20.40.060 of the Flagstaff City Code, authorizes the City to enter into development agreements with landowners and persons having an interest in real property located in the City.

B. Developer owns real property located at 2940 South Woody Mountain Road, Flagstaff, Arizona (APN 112-62-483), which is more specifically described in Exhibit "A" (the "Property").

C. The City and Developer's predecessors-in-interest entered into a Development Agreement dated September 16, 2004 and recorded as Instrument No. 3283782 on September 20, 2004 in the Official Records of Coconino County, Arizona (the "2004 Development Agreement"). The 2004 Development Agreement was subsequently amended by agreement of the City and Developer's predecessors-in-interest in the following recorded instruments: First Supplement to Development Agreement dated November 21, 2006 and recorded as Instrument No. 3430464 on March 30, 2007 in the Official Records of Coconino County; Second Supplement to Development Agreement dated December 1, 2008 and recorded as Instrument No. 3507952 on December 10, 2008 in the Official Records of Coconino County; and Third Supplement to Development Agreement dated August 2, 2012 and recorded as Instrument No. 3635272 on August 8, 2012 in the Official Records of Coconino County.

D. The Development Agreement covered the development of a much larger area than the Property owned by Developer. The Development Agreement sets forth the land uses permitted on the Property. Section 6.6 of the 2004 Development Agreement provides that the Property shall be "developed as a church use, [or] alternative development of the [Property] shall be limited to neighborhood indoor uses permitted in the Urban Commercial zoning district as defined in Section 10-03-002-0004(B) of the Land Development Code." Neighborhood indoor uses in the Land Development Code include churches, neighborhood community or recreational centers, day care centers, gymnasiums, branch libraries, indoor recreational centers, public or private schools, indoor swimming pools, tennis, racquetball, handball courts, and similar indoor institutional uses; they do not include Multiple-Family Development.

E. Developer seeks to amend the 2004 Development Agreement to permit the Property to be used for Multiple-Family Development utilizing the standards of a Planned Residential

Development, as those terms are defined in Section 10-80.20 of the Flagstaff City Code.

F. The Property is identified in Section IX and accompanying maps of the Flagstaff Regional Plan 2030 for future growth as a Suburban Area Type. Multiple-Family Development on the Property is consistent with the Regional Plan in effect on the date this Fourth Amendment is executed.

G. The Property is located within an HC (Highway Commercial) zone under the City's Zoning Map and as defined in Section 10-40.30.040 of the Flagstaff City Code. Multiple-Family Development is a permitted use in this zone, and Planned Residential Development in this zone is allowed subject to a conditional use permit.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, and in order to fulfill the foregoing objectives, the parties agree as follows:

1. Incorporation of Recitals. Each of the Recitals set forth above is incorporated into this Fourth Supplement as though fully set forth herein.

2. Restatement of Section 6.6 of the 2004 Development Agreement. Pursuant to Section 13.1 of the 2004 Development Agreement and Section 10.4 of the Third Supplement to Development Agreement, Section 6.6 of the 2004 Development Agreement is stricken and replaced with the following:

6.6 **Church Site Development.**

a. Approved Development. Subject to any requirement for a conditional use permit and other requirements as set forth in the Flagstaff City Code or in this section, the Church Site depicted on Exhibit 4 of the Master Plan shall be developed as for-sale, condominium, Multiple Family Development as set forth in the Presidio in the Pines Tract M Site Plan (PZ-19-00204-01) approved by the City on September 25, 2020 (herein, the "Project").

b. Homeowners' Association. Prior to the submittal of the first application for a building permit to the City and pursuant to a condominium declaration ("Declaration") by Developer, Developer will form one or more Arizona nonprofit corporations to serve as the homeowners' association(s) ("HOA") for the Project and exercise all rights and obligations as may be granted, undertaken, or assigned to the HOA(s). The Declaration will:

i. Incorporate the requirements of this Fourth Amendment.
ii. Provide that either the HOA, a sub-association, or Developer (until such time as Developer, as "Developer," relinquishes control of the HOA(s) to the property owners, as provided in the Declaration) shall manage and

maintain the common elements of the Project;

iii. Identify the HOA that will be assigned all of the Developer's rights and obligations to operate the attainable housing components of the Project; and

iv. Include a provision requiring any lease period be a minimum of thirty (30) days.

c. Attainable Housing. The Project will designate a minimum of ten percent (10%) of the total residential condominium ownership units to be initially sold at or below 100% of the Area Median Income ("AMI") affordability level ("Attainable Units") as follows:

i. *Attainable Units*. Attainable Units will range in size across all offerings for the Project and be dispersed through the Project as feasible. Attainable Units must be occupied by the owner(s) as a primary residence and cannot be rented. The Attainable Units will be available beginning in the first phase of construction with a unit-mix dictated by buyers' preference and construction timing.

ii. *Program Management*. Developer will assign responsibility for the attainable housing program to an HOA for the Project. Developer or its assignee intends to contract with a third party entity to manage and oversee the buyer income qualification of the attainable housing component of the Project.

iii. *Deed Restrictions*. Attainable Units will be subject to permanent deed restrictions or other binding affordability restrictions that run with the land and require transfer of the Attainable Units to another income qualified household for a maximum sales price in a form agreed upon by the City of Flagstaff Housing Director or designee ("Deed Restrictions"). Prior to the conveyance of an Attainable Unit from Developer to a third party purchaser ("Initial Sale"), Deed Restrictions for the particular Attainable Unit incorporating the requirements of this Agreement and will be recorded by Developer in the official records of Coconino County.

iv. *Initial Sale Price*. Developer agrees to restrict the Initial Sale of Attainable Units to purchasing households with a maximum household income at or below 100% of the AMI affordability level for Flagstaff based on then current figures as determined by the United States Department of Housing and Urban Development ("HUD") adjusted for household size ("Initial Sales Price"). In determining the Initial Sales Price, the eligible buyers housing expense ratio will not exceed thirty-five percent (35%) without approval by the Director of the City of Flagstaff Housing Section or designee. Developer will offer Attainable Units at a price point of at least twenty-five percent (25%) lower than the market rates for comparable units.

v. *Resale Procedure*. Resale of Attainable Units will be regulated through the Deed Restrictions which will outline the maximum future resale price and

define future buyer income eligibility and incorporate the relevant portions of this Agreement regarding attainable housing. The HOA assigned responsibility for the attainable housing program will establish the practical procedures consistent with the deed restriction document and this Agreement for when the owner of an Attainable Unit wishes to sell or transfer the unit. The procedures will address notification to the HOA, commission and payment for a market valuation of the unit (appraisal), and calculation of maximum resale price.

vi. *Maximum Resale Price*. The maximum purchase price an Attainable Unit may be sold to a new eligible buyer will be equal to the lesser of: (1) the current appraised value of the Attainable Unit; or (2) the sum of then owner's purchase price of the Attainable Unit plus twenty five percent (25%) of the increase in the market value of the unit when appraised as if not deed restricted (determined by subtracting the purchase price from the current appraised value) ("Maximum Resale Price"). Resale of Attainable Units will be restricted to income eligible buyers with a maximum household income at or below 125% of the AMI affordability level for Flagstaff based on then current HUD figures as adjusted for household size. In determining the Maximum Sales Price, the eligible buyers' housing expense ratio will not exceed thirty-five percent (35%) without approval by the City of Flagstaff Housing Director or designee.

vii. *Alternate Disposition*. If an Attainable Unit is not under contract for sale within 120 days from the date the unit is first listed by the current owner with the Multiple Listing Service or similar real estate listing service, the Deed Restriction for that unit will terminate. If the Attainable Unit is sold without the Maximum Resale Price requirements, the difference between the Maximum Resale Price and the unrestricted market rate purchase price shall be paid to the City of Flagstaff for down payment assistance or comparable direct assistance for up to 125% AMI homebuyers.

viii. *Conveyance to an Attainable Housing Program*. Developer may convey any Attainable Unit at the Initial Sale Price with deed restrictions agreed upon by the City of Flagstaff Housing Director or designee to a third party entity that operates an affordable housing program whether for affordable ownership or affordable rentals. An Owner of an Attainable Unit may convey the Unit at the Maximum Resale Price with deed restrictions agreed upon by the City of Flagstaff Housing Director or designee to a third party entity that operates an affordable housing program whether for affordable ownership or affordable rentals.

3. Ratification of Terms. All other terms and conditions of the 2004 Development Agreement, as previously supplemented or amended, shall remain in force and effect. To the extent of any inconsistency between the 2004 Development Agreement, as previously supplements, and this Fourth Amendment, the terms of this Fourth Amendment shall control.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representatives, and Developer has signed the same on or as of the day and year first above written.

City of Flagstaff, an Arizona municipal corporation

_____
Coral Evans, Mayor
Date: _____

Attest:

_____
City Clerk
Date: _____

Approved as to form:

_____
City Attorney
Date: _____

Miramonte Presidio, LLC, an Arizona limited liability company

By: _____
Title: _____
Date: _____

STATE OF ARIZONA)
)
County of Coconino)

On this _____ day of _____, 2020, before me personally appeared _____, known to me or shown by satisfactory evidence to be the person whose signature appears above, and acknowledged to me that he signed the foregoing document.

Seal:

_____
Notary Public

Exhibit A

Legal Description

Tract M, as shown on the Final Plat of Presidio in the Pines, recorded as Instrument 3322439, at Case 9, Map 72, recorded May 19, 2005 in the Official Records of Coconino County.

Candace Owens - RECORDER
OFFICIAL RECORDS OF COCONINO COUNTY
CITY OF FLAGSTAFF
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of this 16th day of Sept., 2004, between the City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("City") and Premiere Acquisitions, LLC, an Arizona limited liability company ("Developer") and Luxury Lofts, LLC, an Arizona limited liability company ("Owner").

RECITALS

A. The Developer and Luxury Lofts, LLC are the owners of approximately ninety-one (91) acres of undeveloped land situated on the west side of the City of Flagstaff, Coconino County, Arizona, at the northeast intersection of Interstate 40 and Woody Mountain Road and a quarter mile south of Route 66 ("Property"). A map of the Property is designated **Exhibit A**, attached to and made a part hereof.

B. The Developer proposes to develop a mixed use, traditional neighborhood design, master planned community with up to a total of seven hundred ninety (790) dwelling units on the Property ("Project"), as more particularly described herein and in the Development Master Plan designated **Exhibit B**, attached to and made a part hereof ("Master Plan"). The "Master Plan" contains exhibits and conceptual renderings that convey a scope and direction for the proposed Project.

C. The current zoning of the Property is RR, Rural Residential District, and the Developer is requesting rezoning into three (3) classifications: HR, High Residential District for a mix of dwelling types and UR, Urban Residential District for two (2) half-acre lots and UC, Urban Commercial District zoning for a retail/loft site, retail/condominium site, the town square and a three (3) acre civic related component of the Project.

D. The City has an interest in ensuring that the development of the Property complies with City standards of development and engineering improvements, and the Developer desires assurances from the City of the City's willingness to proceed with the required procedures for reviewing and considering rezoning of the Property.

E. The City, the Developer, and Owner are entering into this Agreement pursuant to the provisions of Arizona Revised Statutes Section 9-500.05 (pertaining to development agreements) in order to facilitate the proper municipal zoning designation, and development of the Property by providing for, among other things, conditions, terms, restrictions, and requirements for the permitted uses for the Property, the density and intensity of such uses, and other matters related to development of the Property as depicted in the Master Plan.

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F. The City believes that development of the Property pursuant to this Agreement and the Master Plan will result in aesthetic, planning, and economic benefits to the City and its residents.

G. The Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to the Developer.

H. The City and the Developer intend that any development of the Property pursuant to this Agreement will be consistent with the Flagstaff Area Regional Land Use and Transportation Plan.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Implementation of Master Plan Through Rezoning.** The Developer will submit an application to rezone the Property in accordance with the Master Plan from RR, Rural Residential District to: HR, High Residential District; UR, Urban Residential District; and UC, Urban Commercial District. The rezoning is intended to implement and facilitate the development proposal of the Property described in the Master Plan. The City and the Developer acknowledge that certain stipulations ("Stipulations") are likely to be required in connection with the rezoning. The purpose of the Stipulations is to provide for, among other things, adequate access and circulation, drainage, wastewater, and water infrastructure facilities, resource protection, density, active and passive recreation, pedestrian circulation, as well as other factors required by the City's policies, codes and ordinances. In the event that a conflict exists among the Master Plan, the rezoning ordinance and this Agreement, (i) this Agreement shall govern over the Master Plan and the rezoning ordinance, and (ii) the rezoning ordinance shall govern over the Master Plan.

The City agrees to process the rezoning application and, subject to the outcome of the rezoning hearings as required by A.R.S. § 9-462.04, will endeavor to assist the Developer in identifying the necessary requirements to implement the Master Plan. In the event that the City approves the application to rezone the Property, and upon receipt of site, engineering and building, and safety plans for the Property ("Plans"), the City agrees to process the Plans in accordance with Arizona law and City codes, ordinances, regulations, rules, guidelines and policies. In the event that the City rezones the Property and the Developer either fails to obtain a site plan, final plat or grading permit within two (2) years from the effective date of the rezoning ordinance or fails to obtain an extension from the two (2) year deadline from the Planning and Zoning Commission and the City Council, the City Council, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative

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action to cause the Property to revert to its former zoning classification. Upon the City Council's approval of the zoning reversion, this Agreement shall automatically become null and void; and neither party shall have any further obligation to the other hereunder. Notwithstanding the foregoing, the City and the Developer agree that the Developer may apply for an extension of such two (2) year period by providing to the Planning Director a request for extension, along with a progress report and revised schedule of development within sixty (60) days' prior to the expiration of the two (2) year period.

2. **Conditions of Development.** In the event that the City approves the rezoning contemplated in Section 1 of this Agreement, the City's Community Development Department shall place a notation on the official zoning maps for the Property to reflect the zoning district classification and boundaries approved in the rezoning. These maps may provide that the zoning district is conditional and that the district will not be vested on the zoning map until the Stipulations for the development of the Property or portions thereof are satisfied, as provided for herein. The satisfaction of the Stipulations for less than the entire Property shall not entitle the Developer to develop any other portion of the Property for which the requirements of the Stipulations have not been met. The conditions of development of the Project shall also include all conditions and requirements of Tentative Plat approval.

3. **Development Standards.** Development of the Property shall be governed by the City's codes, ordinances, regulations, rules, guidelines and policies controlling permitted uses of the Property, design review guidelines, the density and intensity of uses, the maximum height and size of the buildings within the Property, the Engineering, Design and Construction Standards and Specifications, 2004 Edition, or as approved in the final plat, as well as the standards for off-site and on-site public improvements in existence as of the effective date of this Agreement; provided, however, that Developer obtain off-site construction permits for one or more components of the Project within two (2) years following the effective date of this Agreement. If Developer fails to obtain any off-site construction permits within this two (2) year period, then development of the Project shall be subject to the City's codes, ordinances, regulations, rules, guidelines and policies in effect at the time Developer applies for such construction permits.

4. **Changes to Rezoning.** For the Term of this Agreement, the City shall not initiate any changes or modifications to the zoning districts that may be approved for the Property pursuant to this Agreement, except at the request of the Developer of that portion of the Property for which such zoning change is sought or as otherwise allowed pursuant to Section 1.

5. **Guiding Principals.** The parties acknowledge that development activities for the Property may extend over several years and that many of the requirements and procedures provided for in this Agreement contemplate that use of the Property in the future may be subject to procedures, requirements, regulations and ordinances not presently in effect, as well as actions and decisions by City staff and officials which cannot be provided for with particularity at the time the Agreement was executed. The parties also acknowledge that the Master Plan contains Exhibits, Illustrations, Elevations and Renderings which typify development in the Project area. The term "Conceptual" is utilized throughout the Master Plan to convey the concepts underlying the Master Plan and connote

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development under typical conditions. The parties acknowledge that a certain amount of variability in design concepts is inherent in the Master Plan and may be addressed by the minor amendment process of the Land Development Code ("LDC"). However, in the event of a conflict between what is described in the Master Plan and the Tentative Plat or the Final Plat, the applicable Plat shall control. With respect to the inherent variability in design concepts, the parties agree that they will act in good faith and with reasonableness in implementing, operating under, and exercising the rights, powers, privileges and benefits conferred or reserved by this Agreement or by law. However, denying a permit for the Developer's failure to meet the City's criteria for such permit shall not be deemed a breach by the City of this Agreement.

6. **Project Description, Site Layout and Design Considerations.**

6.1. **Residential Development.** The Project contemplated by this Agreement and as illustrated in the Master Plan shall consist of approximately four hundred fifty-three (453) single family dwellings composed of two hundred eight (208) cottage units, forty-seven (47) granny flats, fifty-five (55) garden units and one hundred forty-one (141) units in cluster units. The Project shall include three hundred thirty-seven (337) multi-family units divided into eighty-two (82) townhouse/duplex dwellings, twenty-three (23) flats and lofts located above retail shops on the town square and two hundred thirty-two (232) condominium units.

The property development standards for all planned residential unit types shall conform to the Master Plan's Section 4.2, "Single Family Residential"; Section 4.3, "Multi-Family Residential"; and the bulk regulations set forth in Exhibits 5a, 5b, and 5c to the Master Plan.

Building elevations of all planned residential unit types shall conform to the Master Plan's Section 6, "Architectural Theme," and shall be equivalent to or exceed the conceptual illustrations set forth in Master Plan Exhibits 9a (Retail/Loft Condo Elevation), 17 (Conceptual Cottage Type Units), 18 (Conceptual Cluster Type Units), 19 (Conceptual Garden Type Units), 20 (Conceptual Townhouse/Duplex) and 21(Conceptual Condominium Type Units). Residential building elevations shall also conform to provisions set forth in the, Presidio in the Pines Residential Architectural and Design Guidelines and the Presidio in the Pines Covenants, Conditions and Restrictions.

Front porches or recessed garage doors in accordance with the Design Review Guidelines Level III criteria shall be required on all cottage and single lot cluster units.

Exterior building materials and colors of all planned residential units shall conform to the color and material options specified in Exhibit 22 to the Master Plan.

6.2. **Retail Development.** The Project shall include a retail core consisting of approximately thirty-seven thousand one hundred fifty (37,150) square feet of street level retail space located adjacent to the town square in two buildings as described in Section 4.4, "Retail," and Exhibits 5d and 5e of the Master Plan. Retail building elevations shall conform to Section 6, "Architectural Theme," of the Master Plan and shall be equivalent to or exceed the conceptual

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illustrations set forth in Exhibits 9a and 21 of the Master Plan and shall also conform to provisions identified in the Presidio in the Pines "Commercial and Retail Development Guidelines".

Exterior building materials and colors of the retail buildings shall conform to color and material options identified in Exhibit 22 of the Master Plan.

6.3. **Private Park and Open Space.** The Developer shall provide for and construct private park amenities and open space areas as generally identified in Section 4.7, "Parks and Open Spaces," Section 4.8, "Town Square," Exhibit 7 and Exhibit 8 of the Master Plan and as shown on the approved Presidio in the Pines Overall Landscape Plan as prepared by the Campbell Collaborative ("Landscape Plan") and as definitively depicted on the Tentative Plat.

6.4. **Pedestrian and Bicycle Circulation Systems.** The Developer shall provide for and construct private pedestrian trails and public bicycle lanes as generally identified in Section 4.6, "Pedestrian/Bicycle Circulation System" and Exhibit 6 of the Master Plan, and as definitively depicted on the Tentative Plat.

6.5. **Landscaping and Exterior Lighting.** The Developer shall construct landscaping that conforms substantially to the Landscape Plan. Exterior lighting lumens for the overall Project shall conform substantially to the approved Presidio in the Pines Overall Lighting Plan as prepared by the Campbell Collaborative. All exterior lighting fixtures installed on any residential and commercial structure or ground area within the Project boundaries shall be fully shielded in accordance with Section 10-14-004-0001 of the City of Flagstaff Land Development Code as follows: "FULLY SHIELDED FIXTURE – An outdoor light fixture shielded in such a manner that all light emitted by the fixture, either directly from the lamp or indirectly from the fixture, is projected below the horizontal as determined by photometric test or certified by the manufacturer."

6.6. **Church Site Development.** In the event that the Church Site depicted on Exhibit 4 of the Master Plan is not developed as a church use, alternative development of the Church Site shall be limited to neighborhood indoor uses permitted in the Urban Commercial zoning district as defined in Section 10-03-002-0004(B) of the Land Development Code.

6.7. **Condominium Site Development.** In the event that the condominium building is not developed to the extent described in the Master Plan, any alternate development of the condominium building shall consist of a mix of commercial and residential uses that are in conformance with the mixed use land use category minimum density requirement of seven (7) residential units per acre.

6.8. **Covenants, Conditions and Restrictions.** The text of Section 11.14 of the Presidio in the Pines Covenants, Conditions and Restrictions ("CC&Rs") shall be amended by deleting the phrase "including solar energy devices". In addition, there shall be added in Article XI of the CC&Rs a new section as follows: "Solar Energy Devices. Declarant shall encourage the use of solar

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energy devices which shall be permitted as provided by law, for rooftop or ground installation, subject to Architectural Committee review for appropriate dimension, scale and location."

7. **Offsite Sewer Requirements.**

7.1. **General.** The requirements for offsite sewer improvements are based on the findings of the City's Public Water and Sewer Impact Analysis dated October 2003, a copy of which is designated **Exhibit C**, attached to and made a part hereof, and the Developer shall complete these improvements prior to the issuance of any building permit for any structures on the Property. The Developer shall replace the 15" pipe between manholes 2A-097 and 2A-949 with 27" pipe and shall replace connecting manholes if needed, in the City's opinion. This reach, approximately 37', is located in the intersection of Agassiz Street and Ellery Avenue. The Developer shall replace the 8" pipe between manholes 2A-203 and 2A-147 with 24" pipe and shall replace connecting manholes if needed, in the City's opinion. This reach, approximately 157', is located approximately 450' north of the bubble at the end of Pinnacle Street. The Developer shall replace the 12" pipe between manholes 2A-063 & 2A-061 with a 24" pipe and shall replacement the connecting manholes if needed, in the City's opinion. This reach, approximately 331', is located at the west end of Butler Ave.

The sewer line to be constructed by the Developer shall run from the north edge of the Property to Route 66 and shall be a 10" line. Furthermore, the Developer shall extend sewer lines west from both public streets connecting to Woody Mountain Road to terminate in manholes on the westerly side of Woody Mountain Road to serve the adjacent property, as required by Ordinance No. 1925, Flagstaff City Code Section 8-08-001-0004(C).

7.2. **Offsite Sewer Alignment.** Should the City require connection to the City's wastewater utility system by means other than a private lift station, or should the Arizona Department of Environmental Quality fail or refuse to approve a private lift station system, then the City and Developer shall meet in good faith and seek alternatives to wastewater circulation. Should the City require a gravity flow connection through other private property not owned or controlled by the Developer, then at the sole expense of Developer, the City agrees to assist the Developer in acquiring the necessary easements for the sewer lines and associated appurtenances.

8. **Offsite Water Requirements.**

8.1 **City Water Line.** The requirements for offsite water improvements are based on the findings of the City's Public Water and Sewer Impact Analysis, and the Developer shall complete these improvements prior to the issuance of any building permit for any structure on the Property. The Developer shall construct a looped water system for the Project by extending the existing 12" line in Route 66 (as shown in the appendix of the Water and Sewer Impact Analysis) west to Woody Mountain Road and south on Woody Mountain Road to the southern edge of the Property. As an alternative, the Developer may extend the 18" line from the Railroad Springs property (referred to in Addendum Number One of the Water and Sewer Impact

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Analysis) west to Woody Mountain Road and south on Woody Mountain Road as a 12" line to the southern edge of the Property. To complete the loop, the Developer shall connect to the existing 8" stub in Boulder Point at West Woody Way.

8.2. **Railroad Springs Reserve Tank.** Since the average daily demands for water for the Project (approximately 431,120 gallons as revised with the new housing count) cannot be met by the existing 1,000,000 gallon tank in Railroad Springs, the Developer agrees to construct an additional 1,000,000 gallon water tank, including associated pumps, to supply the needs of this Project at the Railroad Springs tank site, which is designed for two additional 1,000,000 gallon tanks. Upon completion of the tank construction and acceptance by the City, the City shall reimburse the Developer for costs of tank construction at fifty-seven percent (57%) of the total costs incurred by the Developer in constructing the new 1,000,000 water tank, including, but not limited to engineering, site preparation, materials, delivery, construction, tank preparation, testing and inspection, up to a total City obligation of five hundred thousand dollars ($500,000.00). The Developer shall provide to the City legible copies of all bid award documents and all receipts in connection with construction of the tank. In addition, the Developer agrees to pay a fee to the City equal to forty-three percent (43%) of the estimated amount of operation and maintenance expenses for the pump station at Railroad Springs and the water tank to be completed by the Developer, for a period of twenty (20) years. Such fee shall be agreed upon by the City and the Developer and paid by the Developer prior to the issuance of any building permits for the Project. Operation and maintenance expenses shall be based on all personnel, contractual, commodities and replacement capital costs that are estimated for the first twenty years of operation. Replacement capital costs shall be based on the ten-year life of pumps and motors. Capital with a life greater than ten years shall be depreciated based on its life expectancy. The actual amount paid shall be based on the future value of the estimated amounts assuming a five percent (5%) rate of inflation and then discounted back to their present value using a factor equal to the previous average six month interest paid by the Arizona State Treasurer's Office paid on the Local Government Investment Pool or other investment vehicles the City may have.

9. **Offsite and Onsite Road Improvements.**

The City's requirements for offsite road improvements are based on the findings of the Traffic Impact Analysis and City of Flagstaff Public Improvements Ordinance No. 1925.

The Developer shall pay to the City of Flagstaff on or before recordation of the Final Plat for the Project, fifty percent (50%) of the Developer's proportional share of the future improvements to the intersection of Woodlands Boulevard and Route 66. The Developer's proportional share is $59,094.00, which is equal to the percentage of impact to the intersection from the Project (17.5%) multiplied by the estimated cost of improving the intersection with additional turn and through lanes ($337,680.00), which estimated cost is based on the City's Capital Improvements Division's preliminary design and estimated construction costs for improvements to that intersection. The remainder of assurance shall be due and payable no later than two years after the recordation of the Final Plat.

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The Developer shall pay to the City of Flagstaff on or before recordation of the Final Plat for the Project, fifty percent (50%) of the Developer's proportional share of the future construction of a three-leg traffic signal at the intersection of Woody Mountain Road and Route 66. The Developer's proportional share is $41,865.37, which is equal to the percentage of impact to the intersection from the Project (30.0%), multiplied by the estimated cost of improving the intersection with the future traffic signals ($135,486.62), which cost is based on the actual cost of a recent traffic signal project in the City of Flagstaff. The remainder of assurance shall be due and payable no later than two years after the recordation of the Final Plat.

The Developer shall construct Woody Way as depicted in the approved Tentative Plat. The Developer may install surface treatments such as pressed concrete or brick pavers in the roadway and sidewalks to create a distinctive entry feature into the Project.

Upon completion of Woody Way, the Developer shall install and maintain a temporary locked gate barrier across Woody Way at the Project's boundary acceptable to the City's Engineering Project Manager. Construction of the barrier or any other construction activity shall not impede sidewalks along Woody Way, and no portion of Woody Way shall be used for storage of construction materials or vehicles. The temporary locked gate barrier shall remain in place for a period of five (5) years after the recordation date of the Final Plat for Phase One of the Project for the purpose of restricting construction traffic during project development.

Approximately six (6) months prior to the conclusion of the five-year period, City Staff shall initiate through the City Traffic Commission a Neighborhood Traffic Management Program for the Boulder Pointe and the new Presidio in the Pines neighborhoods. This program will include the following:

- Temporarily opening Woody Way as a two-way connector street for public traffic per the requirements of the Design Review Guidelines and analyzing the resulting change in traffic patterns.
- Identifying through neighborhood public input, the issues, problems and benefits created by the temporary opening of Woody Way.
- Identifying possible traffic calming mitigation strategies and features and implementing identified traffic control devices, education and enforcement strategies.
- If these strategies and features are determined to be insufficient, develop by means of trial installations a system of features acceptable to the neighborhoods and public that could be permanently installed upon authorization by the City Council.

10. **Construction of Public and Other Related Improvements; Dedication of Public Rights-of-way and Easements.**

Prior to Final Plat approval for any component of the Project, the Developer shall provide surety in a form satisfactory to the City as set forth in the City's Public Improvements Ordinance No. 1925 that all public and other related improvements will be constructed in accordance with approved

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plans. The Developer shall at its expense construct or cause to be constructed all public improvements as required by the City's codes, ordinances and regulations and in accordance with approved specifications. Following construction of the described public improvements and dedication of the same to the City at no cost to the City, the City shall assume, at the City's expense, the maintenance and repairs of all public improvements in accordance with City policies.

The Developer shall also post surety in a form satisfactory to the City for phased recreational and landscaping improvements slated for the Project's common areas prior to recording a Final Plat. The Developer shall complete all improvements designated for a particular phase of the Project and receive the City's approval thereof prior to the City's issuance of the first certificate of occupancy for any dwelling unit or retail structure in such phase. Upon such approval by the City, the City shall release the pro rata portion of the surety for the applicable constructed improvements.

11. **Community Identification Signs.** Developer shall have the right to construct and maintain up to four (4) community identification signs, provided that such signs meet the following parameters: (i) no community identification sign shall exceed six (6) feet in height; (ii) no sign face shall exceed thirty- two (32) square feet in area; and (iii) all such signs shall be located on the Property.

12. **Notices.** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:
City of Flagstaff
Attn: City Manager
211 West Aspen Avenue
Flagstaff, AZ 86001

Copy to:
City of Flagstaff
Attn: City Attorney
211 West Aspen Avenue
Flagstaff, AZ 86001

To Owner:
Luxury Lofts, LLC
Attn: Shawn Campbell
4650 N. Highway 89, Suites D3-D4
Flagstaff Mall
Flagstaff, Arizona 86004

To Developer:
Premiere Acquisitions, LLC
Attn: Shawn Campbell
4650 N. Highway 89, Suites D3-D4
Flagstaff Mall
Flagstaff, Arizona 86004

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Copy to: William P. Ring, Attorney
114 N. San Francisco, Suite 200
Flagstaff, AZ 86001

Notice of address may be changed by either party by giving notice to the other party in writing of change of address. Such notice shall be deemed to have been effectively given three (3) days after mailing by the party changing the address.

13. **General Provisions.**

13.1. **Amendment.** This Agreement may be amended at any time by written amendment executed by both parties, which amendment shall be recorded in the official records of Coconino County, Arizona within ten (10) days following the execution thereof.

13.2 **Assignment.** Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof and only by a written instrument, recorded in the Official Records of Coconino County, Arizona, expressly assigning such rights and obligations. Notwithstanding the foregoing, the City agrees that the ongoing ownership, operation and maintenance obligations provided by this Agreement may be assigned to a homeowner's association to be established by the Developer. Developer agrees to provide the City with written notice of assignment of Developer's rights or obligations within a reasonable period of time following such assignment. Nothing in this Agreement shall operate to restrict Developer's ability to assign less than all of its rights and obligations under this Agreement to those entities that acquire any portion of the Property. Notwithstanding any other provisions of this Agreement, Developer may assign all or part of its rights and duties under this Agreement to any financial institution from which Developer has borrowed funds for use in constructing the infrastructure improvements or otherwise developing the Property. Additionally, Developer may assign its rights and duties under this Agreement to another developer or owner.

13.3. **Authorization.** 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.

13.4. **Cancellation.** This Agreement is subject to the cancellation provisions of Arizona Revised Statutes Section 38-511.

13.5 **Captions.** The captions used herein are for convenience only, are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

13.6. **Consistent With General Plan.** All development on the Property shall be consistent with the Flagstaff Area Regional Land Use and Transportation Plan as required by Arizona Revised Statutes Section 9-500.05B.

13.7 **Construction of Agreement.** This Agreement has been arrived at by negotiation and shall not be construed against either party to it.

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13.8. **Names and Plans.** Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work product of every nature at any time developed, formulated or prepared by, or at the instance of, the Developer in connection with the Property, including but not limited to the Concept Plan, Development and Master Plan. Subject to public records disclosure requirements, all attachments, exhibits, renderings, views, and materials attached thereto, and all materials prepared by the Developer and presented to the City in conjunction with entitlement permits and approvals are the property of the Developer. This reservation does not extend to the documents necessary or in connection with any conveyance of portions of the property to the City. In that instance, such rights shall be assigned to the City upon dedication and acceptance of the public infrastructure and improvements.

13.9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

13.10. **Dispute Resolution.**

13.10.1. 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, MACROBUTTON HtmlResAnchor 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.

13.10.2. Litigation and Attorneys Fees. Except as otherwise agreed by the parties, any litigation brought by either party against the other 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 in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

13.11. **Effective Date of Agreement.** This Agreement shall be effective upon the execution of the parties hereto, recordation in accordance with Section 13.18, and upon expiration of thirty (30)

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days following the approval hereof by the City; provided, however, that in the event the approval is delayed in its effect by judicial challenge, or by referendum or injunction, the effective date of this Agreement shall be delayed until resolution or termination or such judicial challenge, referendum or injunction. In the event of judicial challenge, referendum or injunction resulting in delay in the effect of this Agreement which extends for a period of more than one hundred eighty (180) days following its approval by the City Council, this Agreement shall be terminable by the Developer upon written notice to the City in accordance with this Agreement at any time within an additional sixty (60) days. Upon termination, this Agreement shall be of no further force or effect, and neither party shall have any further obligation hereunder. Any delay relative to the effective date of this Agreement by judicial challenge, referendum or injunction filed by parties acting independently of and not under the control of the City shall not be deemed a default hereunder by the City.

13.12. **Entire Agreement.** This Agreement constitutes the entire agreement between 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 foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

13.13. **Further Acts.** Each of the parties hereto shall execute and deliver such documents and perform such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

13.14. **Governing Law.** 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.

13.15. **Modification.** No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

13.16. **Negation of Partnership.** The parties specifically acknowledge that the Project will be developed as private property, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties nor shall it cause them to be considered joint venturers or members of any joint enterprise.

13.17. **No Third Party Beneficiaries.** The City and Developer acknowledge and agree that the terms, provisions and conditions hereof are for the sole benefit of, and may be enforceable solely by, the City and Developer; and none of such terms, provisions, conditions, and obligations are for the benefit of or may be enforced by any third party.

13.18. **Recordation of Agreement.** In accordance with Arizona Revised Statutes Section 9-500.05D, this Agreement shall be recorded in its entirety in the official records of the Coconino County Recorder, State of Arizona no later than ten (10) days from the date of its execution by the City.

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13.19. **Recitals.** The recitals set forth at the beginning of this Agreement are acknowledged by the parties to be true and correct and incorporated herein by this reference.

13.20. **Rights Run With the Land.** Upon recordation of this Agreement in accordance with Section 13.18 of this Agreement, all rights and obligations shall constitute covenants that run with the land and are binding on all successors-in-interest of the parties.

13.21. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect, to the extent that the intent of the parties to develop a mixed use community in accordance with the Master Plan is still viable.

13.22. **Successors and Assigns.** All of the covenants and 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.

13.23. **Term.** The term of this Agreement shall commence on the effective date of this Agreement as defined in Section 13.11 and shall automatically terminate on the twentieth (20th) anniversary of such date unless previously terminated pursuant to the terms of this Agreement. Notwithstanding the termination date set forth above, any obligation of the Developer, its successors and assigns, unfulfilled at the termination date shall survive termination of this Agreement.

13.24. **Time of the Essence.** For purposes of enforcing the provisions of this Agreement, time is of the essence.

13.25. **Waiver.** No waiver by either party of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunder duly affixed and attested by its City Clerk, and the Developer has signed the same on or as of the day and year first above written.

CITY OF FLAGSTAFF,
an Arizona municipal corporation

Joseph C. Donaldson, Mayor

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ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

OWNER: Luxury Lofts, LLC
an Arizona limited liability company

By: Shawn M Campbell

Its: Mg. Partner

DEVELOPER: Premiere Acquisitions, LLC
an Arizona limited liability company

By: Shawn M Campbell

Its: Mg. Partner

STATE OF ARIZONA }
} ss.
County of Coconino }

ACKNOWLEDGMENT. On this 16 day of Sept., 2004, before me, a Notary Public, personally appeared Joseph C. Donaldson, Mayor of the City Flagstaff, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of the City of Flagstaff, for the purposes therein contained.

Laura Matthews
Notary Public

My Commission Expires:

April 24, 2008

OFFICIAL SEAL
LAURA MATTHEWS
NOTARY PUBLIC-ARIZONA
COCONINO COUNTY
My Comm. Expires April 24, 2008

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STATE OF ARIZONA }
} ss.
County of Coconino }

ACKNOWLEDGMENT. On this 26th day of August, 2004, before me, a Notary Public, personally appeared Shawn M Campbell known to be and satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Premiere Acquisitions, LLC, an Arizona limited liability company, for the purposes therein contained.

Notary Public

My Commission Expires:

10-1-06

OFFICIAL SEAL
ELIZABETH A. BALDWIN
NOTARY PUBLIC - State of Arizona
COCONINO COUNTY
My Comm. Expires Oct. 1, 2006

STATE OF ARIZONA }
} ss.
County of Coconino }

ACKNOWLEDGMENT. On this 26th day of August, 2004, before me, a Notary Public, personally appeared Shawn M. Campbell, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of Luxury Lofts, LLC, an Arizona limited liability company, for the purposes therein contained.

Notary Public

My Commission Expires:

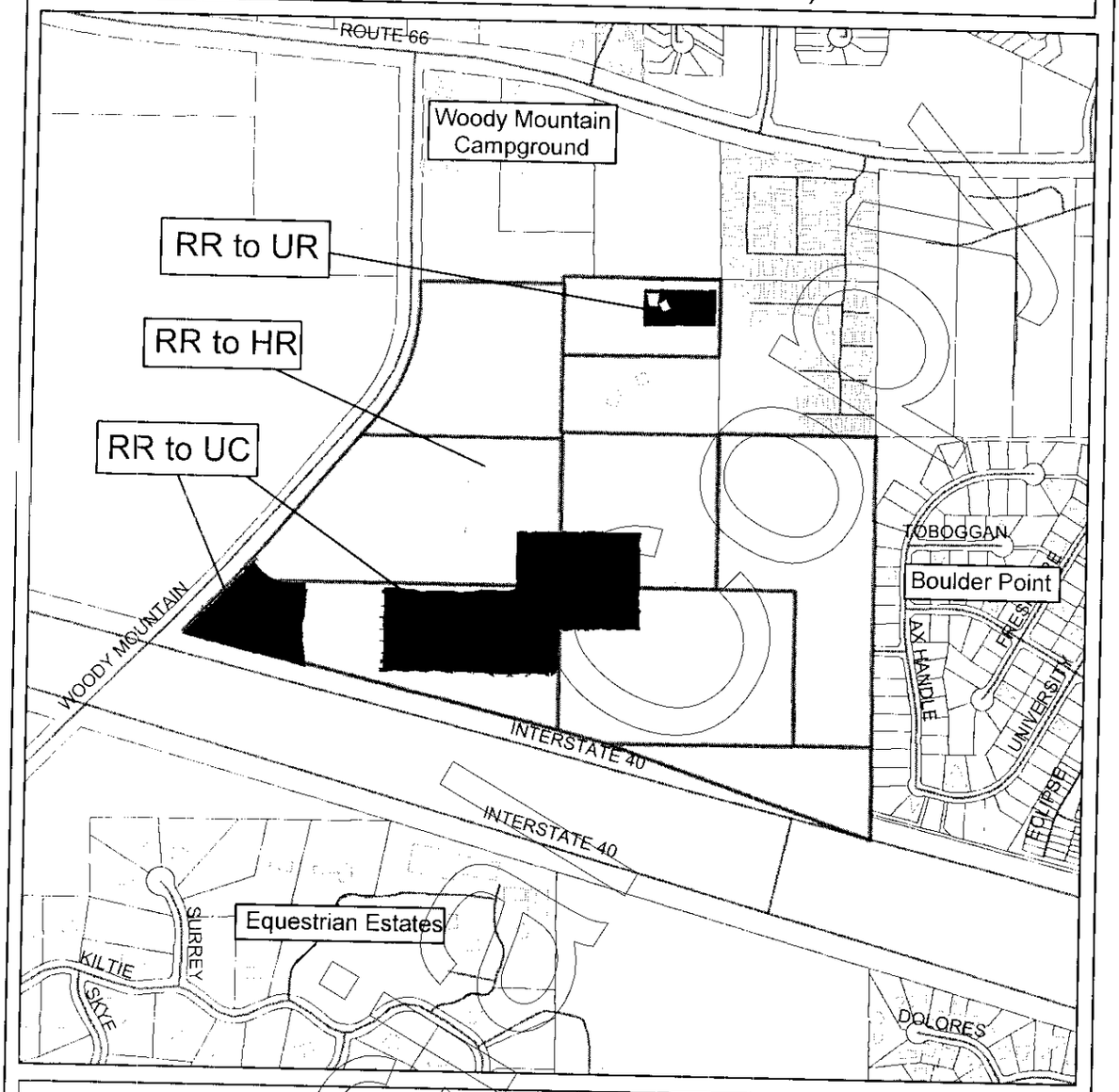
10-1-06

OFFICIAL SEAL
ELIZABETH A. BALDWIN
NOTARY PUBLIC - State of Arizona
COCONINO COUNTY
My Comm. Expires Oct. 1, 2006

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PROPOSED REZONING

From RR (Rural Residential District) to HR (High Density Residential District), UR (Urban Residential District) and UC (Urban Commercial District)



ADDRESS: **2700 South Woody Mountain Road**
APN: **112-01-010, 012B, 014B, 016B 016C, 014A, 016D, 112-08-002**
ACRES: **Approx. 91 Acres**

City of Flagstaff, Coconino County, Arizona

City of Flagstaff
Planning Division

Exhibit A

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PRESIDIO IN THE PINES

Development Master Plan
Flagstaff, Arizona



Submitted to :
City of Flagstaff
Planning & Zoning Commission
January 27, 2003
Revised October 10, 2003

Submitted by :
Premiere Acquisitions, LLC

Exhibit B

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List of Exhibits

1 Project Location & Existing Zoning Map
2 Elevation Map
3 Proposed Zoning Map
4 Development Master Plan
5 a. Cottage Lot Bulk Regulations
b. Garden Lot Bulk Regulations
c. Cluster Lot Bulk Regulations
d. 17,500 sq.ft. Retail Space Schematic Plan
e. 19,650 sq.ft. Retail Space Schematic Plan
f. Street Circulation System
g. Primary R.O.W.
h. Secondary R.O.W.
i. Private Street
j. Rear Access Easement
6 Pedestrian/Bicycle Circulation System
7 Parks & Open Spaces
8 Town Square Detail
9 a. Retail/Loft Condo Elevations
b. Loft Condo Schematic Plan
10 Traffic Distribution Analysis
11 a. Street Cross Section Primary/Secondary
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12 Bus Stop
13 Proposed Drainage Improvements
14 Proposed Channel Cross Section
15 Waters of the U.S. Channel Location
16 Proposed Water & Sewer Improvements
17 Cottage Lot Single Family Elevation & Floor Plan
18 Single Family Cluster Elevation & Floor Plan
19 Garden Lot
20 Townhouse/Duplex Elevations & Floor Plan
21 Condominium Elevation
22 Color & Material Options
23 Phase Map
24 Flagstaff Unified School District Letter

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Section 1. Introduction and Background

The Presidio in the Pines development consists of approximately 91 acres of undeveloped land situated on the west side of the city of Flagstaff. This proposed master planned community is located at the northeast intersection of Interstate 40 and Woody Mountain Road and a quarter mile south of Route 66. See **Exhibit 1.**

The city of Flagstaff has designated this area for mixed use in their comprehensive plan. Under the City's mixed use standards, a set of goals were established to encourage a higher intensity of land use. This submittal of the Development Master Plan reflects that intensity. Presidio in the Pines is a mixed use/multi-generational community incorporating a variety of residential uses supported by a commercial element, a town square with various parks, open spaces and activity areas. This report is part of the City's development entitlement process and contains information relating to proposed and existing land use, circulation patterns, architecture, drainage and utility systems. Additionally, traffic and circulation impacts as well as water and sewer impacts are discussed in this report.

The site elevation for the Presidio in the Pines ranges from a high of 7,124 feet at the corner of Interstate 40 and Woody Mountain Road to a low of 6,986 feet at the northeast corner of the property adjacent to the Boulder Pointe at the Woodlands Village and Wildwood Hills developments. This property gently drops 138 feet to the northeast for an average slope of 5.0%. A shallow drainage swale traverses the property along the eastern edge of the site until it trails off on the adjacent property to the northeast.

Preliminary discussions and meetings between the City Planning Staff, developer and consultants have resulted in a generally agreed upon scope and direction for this proposed development. This master plan is intended to be a planning tool that will assess impact and serve as a guide for developing this specific site.

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Section 2. Existing Site Features

The topography for Presidio in the Pines undulates fairly evenly across the site sloping from the west to the east. A minor natural drainage swale exists along the eastern boundary of the property collecting storm water run-off from the site and a small drainage basin coming from the south under Interstate 40 and carrying it off site to the northeast. Slopes range from 2.0% to a maximum of 16.0% at the northeast corner of the Gerlak parcel. The average slope across the property is a 5.0%. See Site Elevation Map **Exhibit 2**

The entire property is covered by stands of Ponderosa Pine and existing overhead utility lines traverse the site from the southeast to the northwest. A single-family house exists on the Gerlak parcel. Currently an existing dirt drive enters the property from Woody Mountain Road allowing access to the Gerlak and Kovac parcels, Boulder Pointe at Woodlands Village, an adjacent single family subdivision under construction along the eastern boundary has provided a street connection for future access between developments.

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Section 3. Planning and Development Issues

The City of Flagstaff's Land Development Code contains requirements for the protection of natural resources pertaining to floodplains, steep slopes and forested areas. Currently no part of this development lies within a 100-year floodplain and no slope is greater than 17 percent.

With the exception of a clearing for existing powerline easements traversing the property and a couple existing buildings, the site is predominately covered with ponderosa pine trees. While working with the City of Flagstaff Fire Department, selective clearing has been performed to improve the health and viability of the trees. A tree survey is currently underway.

The drainage swale that crosses the east side of the property has been identified by the Army Corp of Engineers (ACOE) as being part of the "Waters of the United States" as indicated on the United States Geological Survey quad-map for this area. A 404 permit application was submitted to identify how much of an impact development could have on the channel and identify any mitigation measures if required. The ACOE has responded and approved the jurisdictional delineation for this project. This project falls within the Nationwide Permit #14.

Future modification to plats for development of this project will be designed in accordance with the natural resources and protection guidelines to address and maintain a 50 percent tree canopy, protect 100-year floodplains and the protection of slopes greater than 17 percent (which is not applicable).

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Section 4. Development Master Plan

Premier Acquisitions LLC has undertaken the task to develop this 91 acre master planned community called Presidio in the Pines; A community that will be characterized as an "Urban Village". It is a mixed use design concept defined by a higher intensity of mixed residential with a lower emphasis on commercial uses.

Presidio will be a unique urban village concept that will be the first of it's kind to be developed in the City of Flagstaff. Similar developments with varying degrees of intensity and land use have been and are currently being developed across the United States. With the guidance of the City Planning Staff, the vision of the developer, and the expertise of the consultants, this master plan will offer a creative solution of simple sophistication for an in- town urban village nestled in the pines.

Presidio is a continuous grid of public/ private streets and sidewalks. It connects with nature through a network of trails. It offers a variety of inter-mingled dwelling types creating housing diversity. It provides a civic space. It has access to a variety of parks and activity areas. It has all the elements that's so essential to the success of an urban village environment as illustrated in the Development Master Plan **Exhibit 4.**

The proposed 91acre project provides a variety of land uses; including eight dwelling types, a three-acre church site at the corner of Woody Mountain Road and Presidio Drive South, limited retail facilities in the town square, and extensive parks and open space areas. A total of 792 dwelling units are proposed on this site for a net gross density of 9.0 DU/AC.

4.1 Zoning & Land Use

Approximately two thirds of the land within a two mile radius of this development lies within the city limits of Flagstaff and the rest in Coconino County of which most is comprised of open vacant or private lands. The existing and immediate adjacent land uses include Boulder Pointe single family residential, Kit Carson RV park, Wildwood Hills mobile home park, State of Arizona camp ground, a five acre single family parcel, and other vacant lands. Currently, surrounding predominate zoning classifications are M-H-E Manufactured Home Park District – Established, MR Medium Density Residential District, and RR Rural Residential District which includes the subject property. See **Exhibit 1**. Based on site capacity calculations, this development is requesting a zoning classification for HR High Residential District and UR Urban Residential for the 2 half acre lots. The retail/loft site, retail/condo site, the town square and the 3 acre church site will request UC Urban Commercial District zoning. See Proposed Zoning **Exhibit 3.**

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4.2 Single Family Residential

Approximately 453 of the total unit count is in single family that's divided into four product types. This does not include the two half acre lots, which are being retained by the Gerlak family.

Cottage

Cottage lots will account for 211 of 453 total single-family units. The proposed minimum lot area is 4,000 sq. ft. (50'x 80'). The minimum yard requirements are 10-foot front, 5-foot side (10 foot at corner) and 15 foot rear. Two car garages are located in the front and are set back a minimum of 18 feet from the sidewalk to allow parking in the driveway. Front porches will be encouraged and set back 10 feet from the sidewalk.

Cottage with Granny Flats

Granny flats will be introduced and account for 45 units located on cottage lots. This product type has a rear loaded two-car garage off a 12-foot rear access drive with the Granny flat located over the garage. The minimum yard requirements are the same for the cottage lot with one exception being the rear set back. The rear lot line is the centerline of a 24 foot rear access easement, therefore the garages are set back minimum of 12 feet from the rear lot line or centerline of the easement. Refer to Cottage Lot bulk regulations **Exhibit 5a.**

Garden

Another single family product being offered is the Garden lot which totals 56 units. This 24 foot wide product type has a front porch, interior courtyard and an attached two car garage that is rear loaded off a 24 minimum foot wide rear access easement. These units sit on a 30 foot wide lot that vary in depth from 112 to 121 feet for a minimum lot area of 3,360 sq.ft. The minimum for a front yard building setback is 10 feet from a public right-of-way and 19 feet from back of curb off a private street. In some cases, the front porch may encroach into the front yard setback by no more than 6 feet. All side yards are 3 feet wide. Like the rear loaded cottage lots with granny flats, the rear lot line is the centerline of the rear access easement with the garage set back 12 to 15 feet from the centerline. Refer to Bulk Regulations **Exhibit 5b.**

Cluster

The final single family product to be introduced is the award winning Cluster lots which total 141 units using five product types. These units are generally set in clusters of four and provide interior courtyard spaces with attached two car garages. These units sit on small lots of various sizes with a minimum lot area of 2,500 sq.ft. The minimum yard requirements also vary. Depending on the product, rear and side yards will vary from 3 to 9 feet while the front yard setback along a 33 foot private street is 8 feet from the unit or garage to sidewalk. Refer to Bulk Regulations **Exhibit 5c.**

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4.3 Multi-Family Residential

This project provides a total of 337 multi-family units that is divided into three product types consisting of Townhouse/Duplex, Flats and Lofts, and Condominiums.

Townhouse/Duplex

The Townhouse/Duplex product accounts for 82 units. These two story buildings are set in a common area with small private courtyards or patios for each unit. All units front onto a private or public street and in some cases on a common area. Each unit has a rear loaded two car garage with the exception of the 22 units that front on Mission Timbers Road and back onto Interstate 40. These units have side loaded garages directly off the street forming a motor court between buildings. The Townhouse/Duplex building is set back 10 feet from a public right-of-way and 19 feet off a private street measured from the back of curb. Since these units are not on individual lots, minimum distances have been established between buildings providing 10 foot side to side, 30 foot front to front, 30 foot rear to rear and 20 feet front to side.

Flats and Lofts

There are a total of 23 Flats and Lofts located above the retail on the town square. Each unit has individual but shared front entries off the rear parking lot. The L-shaped building provides pedestrian access from the town square to parking in the rear at the elbow of the building. An attached two car garage is provided for each unit off the rear parking lot with the exception of the seven Flat units where carports have been provided in the rear lot.

Condominiums

The rest of the multi-family is comprised of 232 Condominium apartments situated at the southwest corner of Presidio Drive South and Mission Timbers Road. This four and five story building will have a height limit of 60 feet. It is designed with two open courtyards and one enclosed courtyard. All parking is provided under the building at a 2:1 parking ratio which is accessible by two entry points at opposite ends of the building.

It is the intent of the developer to provide sprinkler systems for fire protection in all the retail spaces and all multi-family units. All residential units will be wired for cable systems and burglar alarm systems. In addition, a set of guidelines are being developed that will establish and maintain the desired character of the community.

4.4 Retail

One of the more important land use design elements in a town center is the creation and development of the commercial or retail core. It helps to anchor the urban

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village concept. It addresses the human need for convenience of services as well as social and civic needs. It provides a workplace within close proximity to where we live.

Presidio in the Pines will provide 37,150 sq.ft. of retail space divided into 28 individual condominium units located on the east and south sides of the square. Fifteen units are located in the three story building with 23 flats and lofts, while thirteen units are located across Mission Timbers Road in the condominium building containing 232 units. All retail units are at street level fronting on 15 foot sidewalks that are lined with street trees set in tree wells. A variety of design elements such as, awnings, pergolas, street furniture, planters, courtyard and plazas will be encouraged to create a vibrant active street scene. **See Exhibits 5d & 5e**

To support the retail, a total of 149 parking spaces is required at a ratio of 1:250 sq.ft. A majority of the parking will be accommodated on site by a combination of surface and garage parking spaces. Twelve required parking spaces will be allocated to street parking.

4.5 Street Circulation System

One of the more important design elements of any community is the circulation patterns of its public and private streets. Presidio in the Pines is designed with a pattern of linear streets and blocks that help define spaces and provide multiple connections to adjacent land uses and cultural activity centers for vehicles, bicycles and pedestrians. The streets have been designed on the basis of it's functionally by establishing a hierarchy of four street classifications as shown in **Exhibit 5f:** Street Circulation System.

Primary Street (66' Public R.O.W.)
Secondary Street (56' Public R.O.W.)
Private Street (29' and 33')
Rear Access Drive (24' easement with 12' drive)

The primary street is defined by providing two vehicular travel lanes, two bicycle lanes, two parking lanes and sidewalks that are separated by parkways from the street as shown on **Exhibit 5g** The secondary street is defined with the same design elements as the primary street but without bike lanes as shown on **Exhibit 5h** These two streets provide the primary ingress/egress to the development and establish the main circulation. At the intersection of Presidio Drive South and Woody Mountain Road, a traffic circle has been incorporated. This traffic circle formulates the primary entrance to the development and establishes a focal point as well as community identity. Additionally, it serves as a traffic calming device. A secondary entrance along Woody Mountain Road occurs at Presidio Drive North. These two entry points will lead and circulate the main flow of traffic to the primary focal point of the community at the town square.

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The private streets are narrower in character and provide two lanes of traffic and one lane of parking with shallow building setbacks and tight corners. These streets as well as the rear access drives for rear loaded residential units provide the internal street network and connectivity throughout the Presidio development. See **Exhibit 5i & 5j**

4.6 Pedestrian/Bicycle Circulation System

The Flagstaff Area Regional Land Use and Transportation Plan recognizes the importance of encouraging pedestrian and bicycle trails as an alternative to vehicular travel. Similarly, Presidio addresses the quality of life issue by providing sidewalks, bike lanes, and pedestrian trails that promote connectivity within the community. These inter-related circulation systems serve to link the pedestrian to all attractions within the community. The proposed bike lanes and pedestrian trails as designed within Presidio has the potential to connect with existing or future regional bike and pedestrian corridors that would link to regional recreation areas and activity centers.

The eight foot wide path which loops around the perimeter of the development will be shared by pedestrians and bicycles. The primary streets are designed to accommodate five foot bike lanes. Four foot wide sidewalks are proposed in the primary and secondary public right-of-ways and along private streets. This will provide the core circulation network for pedestrians. In addition, due to significant pedestrian traffic generated by businesses, higher density, and activity within the town square, a minimum of five to fifteen foot wide sidewalks will be provided depending on adjacent land uses. See **Exhibit 6**

4.7 Parks and Open Spaces

A significant portion of Presidio in the Pines is devoted to parks and open spaces for residential use. Approximately 23.87 acres or 27.3% of the total site has been set aside consisting of natural and man-made elements that will serve a wide range of lifestyles in a multi-generational community. These open space amenities take several forms ranging from linear trails to natural open spaces, courtyards, mini-parks, linear parks, and the town square.

A backbone linear park system will be developed providing a more natural open space experience for the pedestrian by providing a network of trails that will circulate the perimeter and meander throughout the community. Additionally, six mini-parks and the town square totaling 7.15 acres have been proposed that range from .49 acres to 2.68 acres in size. See **Exhibit 7**. These parks are located so residents are within a two to five minute walking distance from their homes to the nearest park or open space. Various active and passive facilities are proposed such as; volleyball, basketball, horseshoe pits, children's play lots, covered pavilions, picnic areas, and trails. Benches will be provided in the parks and along pedestrian trails. A more detailed design of these parks and their facilities will be determined at a later date by a landscape architect.

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4.8 Town Square

The town square is an extension of the parks and open spaces. It consists of 1.46 acres strategically located in the heart of the community and forms the village focal point. It serves as a community gathering place and urban open space that is significantly different from other parks and open spaces commonly found in suburban developments.

The Presidio Town Square is encased by Presidio Drive South, Mission Woods Road and Presidio Square East and West. The success of the town square will depend heavily on the creation of a pedestrian-friendly environment without totally excluding vehicular traffic. Encouraging on-street parking will help to support adjacent businesses and events staged in the square. Additionally, it will serve as a traffic calming device which will contribute to a safer pedestrian environment. To help frame the square as a civic space and establish it as a center of activity, an intense mix of residential and retail buildings at varying heights will help to surround the square and establish its importance to the community.

The square will be heavily landscaped with hard and soft features such as paved walkways, benches, and lawn areas complemented by a variety of existing and proposed trees and shrubs. A children's play area, a fountain, and an open amphitheater will be provided allowing for a multitude of public events and activities including plays, concerts, and festivals. The Presidio Square will become the public realm for everyday social gatherings that is so essential to the urban fabric of a village center. See Town Square Detail **Exhibit 8.**

4.9 Town Center at the Presidio



Pedestrian Oriented Streetscape on the Town Square

The Town Center at the Presidio Building is a mixed-use development consisting of fifteen, retail condominiums at street level with twenty-three elegant, loft and flat condominiums above, all overlooking the Town Square and amphitheater. Each loft condominium has a two-car garage or covered parking space at ground level on the rear side of the building. Additional parking is provided for the retail and for the residential spaces according to city building codes and

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parking requirements. Refer to building elevation and schematic plan. **Exhibits 9a & 9b.**

Town Center at the Presidio will be governed by by-laws, CC&R's and an Home Owners Association specifically for the Town Square Development that will adhere to the commercial and residential uses, (currently scheduled for review by the Arizona Department of Real Estate).

Due to the mixed use building design and the unique village theme and setting of the Presidio in the Pines Development, Town Center is a very rare opportunity for a business owner and a property owner to purchase a condominium unit in this type of setting. Loft condominium buildings are being built and redeveloped all over the country, and people are giving up their large homes to reside in mixed-use, downtown theme environment. Several studies and reports show a trend in the loft-condominium industry that reveals the high demand for this type of environment. People are willing to give up acreage and large yards to live in a community with the amenities being offered at Presidio in the Pines.

In short, Town Center at the Presidio is a very rare development for the City of Flagstaff. It has received pre-commitments for the commercial spaces to include a deli, a coffee shop, an Italian Restaurant, a Real Estate Office, a Bank, a Title Company, a Dry Cleaners, and more. The Development Plan is in accordance with the feedback received from the Flagstaff Planning Department regarding the small retail and business application. With the amphitheatre, the parks, the commercial, and all other amenities in the plan, the Presidio in the Pines Development will enhance as well as add quality of life to the City of Flagstaff along with a very substantial and beneficial impact on the city and school district finances.

4.10 Covenants, Conditions and Restrictions, By-laws, Articles, Architectural & Landscape Design Guidelines

In an effort to address methods and procedures for maintaining common areas, private streets, snow removal and landscaping issues, a detailed set of CC&R's, By-Laws, Articles and Architectural & Landscape Design Guidelines have been designed for the Presidio in the Pines Project.

As per Articles VIII, IX, X, and XI in the CC&R's for the Presidio, the Homeowner's Association is responsible for proper and efficient management of the Common Areas, specified front yards and lots, detention or retention areas as shown on the plat, all parks and recreational areas, etc...

Landscape Design Guidelines are included in the CC&R's in addition to a very precise set of Landscape and Architectural Guidelines that will be a part of the Architectural Control Committee's requirements and standards in the construction of any home product in the Presidio development.

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Due to the unique, urban setting of the Presidio in the Pines Development, it is of up most importance to adhere to guidelines not only to create the setting, but to uphold and maintain every aspect of the community.

Gertrude Stein once said, "There's no there, there." Presidio in the Pines addresses this challenge of place making with vision and determination by creating a liveable community the citizens of Flagstaff can be proud.

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Section 5. Engineering Reports/ Executive Summaries

5.1 Traffic Distribution Analysis and Future Projections

The primary focus of the traffic analysis for Presidio in the Pines is to determine the operating service level and capacity of the street network for the proposed project. A traffic engineer has been coordinating with the planner in the refinement of the project design. The project has been laid out to encourage a feeling of neighborhood community with houses fronting the streets, which are laid out similarly to a basic grid layout, and providing a "town center" with a park and commercial uses.

Due to cut-through traffic problems associated with grid-based streets, which can change neighborhood streets into arterials, a neighborhood traffic management plan (NTM) was followed in the development of the project. Portions of the NTM plan included breaking up the basic street grid into blocks with t-intersections, having the main through streets lead to the town square, reducing street width and turning radii, allowing for on-street parking, the incorporation of roundabouts, and providing for pedestrian/bike paths. Because of the incorporation of these design elements and the curvy-linear nature of the street layout for Boulder Point (the adjacent development to the east), it is anticipated that most of the east-west traffic will use Highway 66, and not try to cut-through the developments.

Access to the site will primarily be from Highway 66 (Business I-40) to Woody Mountain Road, then through the two project entrances off of Woody Mountain Road. A secondary access to the site is through the Boulder Pointe development to the east of the project site. The north entrance ties into Presidio Drive North, a 56-LF right-of-way road, and the south entrance incorporates an urban roundabout to facilitate turning movements for Presidio Drive South, a 66-LF right-of-way road.

Based on anticipated project distribution, 90% of project-generated trips will use Woody Mountain Road, and 10% will go east through the Boulder Point Development. Overall, the project is expected to generate fewer than 5,820 average daily trips (ADT), with 2,320± expected to use Presidio Drive North, 2,920± expected to use Presidio Drive South, and 580± to Boulder Point on the east. See **Exhibit 10**. Based on the ADT's and the right-of-way widths, the primary and secondary roads are considered to be Type III roads, with the rest of the private streets being Type IV-A and Type IV-B roads. The street cross sections for the development are shown on **Exhibit 11a, 11b.**

Special consideration has been given to providing bus stop pullouts on the primary and secondary roads at strategic locations. Two pullouts are located at the east end of the property near the pedestrian trail along the wash. One pullout is located adjacent to the commercial landuse and the park on Mission Woods Road, with another located in front of the proposed condominiums on Presidio Drive South. The fifth pullout is located on Presidio Drive north near the roundabout. See typical bus stop **Exhibit 12.**

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On street parking has been provided for in the design of this development as an integral part of the neighborhood traffic management plan. Due to the desired residential feel for the development, care has been taken to avoid the inclusion of arterial class roads and for residences to face the minor collector streets. As with the majority of neighborhood, curbside parking is intended to serve the needs of the local residents and business owners, and in this development it serves an additional function of maintaining the overall land-use density for the development by not including separate parking facilities at every parcel.

Since on-street parking can reduce effective sight distances, restrict turning movements, and increase the number of conflict (vehicle-to-vehicle and vehicle-to-pedestrian) along the roadway, care has been taken to address these concerns in the design of this development. The public street sections have included sufficient space for the parked vehicle outside of the striped travel lane and "curb-outs" near the Town Center area to restrict parking within critical sight-distance areas. The streets can also be posted with special signs to restrict on-street parking during times when the streets are plowed for snow clearing.

A 3-second headway is considered normal for heavily traveled collector and arterial streets. The anticipated traffic flow for the busiest section of Presidio Drive South is less than 140-vehicles per hour, which translates into 1 vehicle every 30 seconds for each direction (30-second headway) which is one-tenth of the normal headway for busy streets. This 30-second headway is considered adequate to permit a vehicle parked on the side of the road time to pull-out into the roadway and reach travel speeds without affecting the traffic stream. The anticipated headway for Presidio Drive North is 40-seconds, and increases for each public road further away from Woody Mountain. The public road farthest from Woody Mountain is Terra Del Valle, and its anticipated headway is 120-seconds.

For further traffic details, please refer to the Traffic Impact Report for the development.

5.2 Preliminary Stormwater Analysis

The primary focus of storm drainage design for Presidio in the Pines is to maintain drainage patterns as close to existing conditions as practical, minimize impacts to drainage-ways, use rock features to reduce water velocity and erosion, and provide stormwater detention that will not increase flows to downstream properties in major storms.

The purpose of this study is to provide general storm drainage design concepts for the City of Flagstaff. Depth of street flows, culvert sizes, detention basin design, and other appurtenances will also be shown in the final design stage of this project. Design parameters for this project are based on the Engineering Design and Construction Standards & Specifications for the City of Flagstaff, Engineering Division and the City of Flagstaff Manual for Hydrologic Design for Urban Drainage.

The proposed development is approximately 91 acres of undeveloped land comprised mostly of scattered pine trees. The site drains toward the east and northeast property boundaries via natural swales. A larger drainage channel exists along the eastern side of the property

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(Unnamed Ephemeral Wash). This swale drains approximately 340 acres upstream south of this project and conveys these flows under Interstate 40 with a 4'x6' concrete box culvert. Drainage from Presidio combines with these flows and travel north through the Kit Carson RV/mobile home park area and continues north under Highway 66.

During design and site development, the drainage patterns were taken into account to match existing conditions as close as practical. Overall surface flows in the streets were reduced by dividing the project site into several sections (to match construction phasing). Instead of designing a single large detention basin that directs all flows to a single point, the design worked closely to follow existing drainage patterns. Six detention basins are proposed in the mini-parks throughout the development. This strategy allows for lower ponding depths and less visual impacts. Basins will be maintained as part of park maintenance, which is another advantage to this system. The detention basin can be developed using gradual berms and /or raising the adjacent street on the downstream side. Basins were modeled using 18-inch pipes that outfall back into the street. To maintain shallow detention basins (under 3 feet in depth), basins were not routed one into the other, but basin outflow was combined with downstream street flows, and then modeled to outfall into the existing drainage channel at the east side of the project. Refer to **Exhibit 13**. Using HEC 1 software, downstream hydrograph peak flows of the major channel are shown to be reduced over 10% in the 100-year frequency storm. Maximum ponding depths in the six detention basins range from 0.62 feet to 2.80 feet.

It was important that the alignment of the larger existing channel (Unnamed Ephemeral Wash) at the east side of this project be maintained in the planning of this development. Backyards abut both sides of the channel, which allows for varying channel widths (68 to 225 feet) and provides for a more natural appearance. See **Exhibit 14**.

Criteria to be used in design of storm drainage will be as follows:

- Street surface flow will allow one dry lane in each direction of travel in the 10-year frequency storm. Storm drain will be used if needed to meet this criteria.
- Runoff in the 100-year frequency storm must be contained between the street right-of-way.
- Erosion control protection will be used for all open channels for the entire project.
- Detention facilities shall attenuate the post-development peak discharge rates to pre-development discharge.
- Detention basins will incorporate a low flow channel to keep parks dry.

Final design will address the grading and detention basin design for this project. Refer to the Preliminary Drainage Study for Presidio in the Pines for the detailed analysis and computer runs.

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5.3 404 Permit – Waters of the US

An approved jurisdictional delineation from the U.S.Army Corps of Engineers (ACOE) has been received for Presidio in the Pines. This project will fall under the Nationwide Permit #14. Those portions of the wash not crossed by a road, will remain in their natural state and will require a 15-foot to 65-foot wide buffer on each side. In order to avoid impacts to the wash identified as a water of the U.S., the washes will be spanned, and it is recommended that box culverts not e constructed in the washes. It's suggested to span the two road crossings using bridges or 3-sided concrete box culvers, so as not to permanently impact the existing channel bottom. Construction equipment will have access to the wash in order to place the structure across the wash and for construction of the retaining walls. As a result, there will be no permanent impacts to this water of the U.S. and all impacts will be temporary due to the construction equipment crossing/accessing the wash. Refer to **Exhibit 15.**

If this method is used, there will be no permanent impacts to waters of the U.S. and the temporary impacts will be less than 0.1 acre; therefore the Owner is not required to submit a Pre-Construction Notice (PCN) to the Corps. However, the Owner must still comply with the terms and conditions of the Nationwide Permit #14, the NWP General Conditions, and the Regional Conditions. The Owner will be required to prepare the documentation to support project compliance with NWP #14, the NWP General Conditions, and the Regional Conditions, prepare cultural resource surveys at the two proposed road crossing, involving some of the following tasks:

- Review database for critical habitat, T&E, wetlands, riparian habitat.
- Conduct biological survey/assessment including T&E, species of concern, native plants.
- Prepare Biological Evaluation (BE).
- Coordinate with archaeologists.
- Conduct data search for registered sites.
- Conduct field visit to locate potential generators.
- Prepare Pre-Phase 1 Assessment.
- Prepare responses to 27 general and 3 regional conditions (includes 401 requirements).
- Assemble packets and copies (project descriptions/purpose, figures, BE, CR, HazMat, nationwide and regional conditions, and nationwide permit)

The Owner currently has this work underway.

5.4 Water System Impact Analysis

The purpose of this study is to provide water demands for the City of Flagstaff, so they may perform the off-site analysis to the City water system. On-site waterline pipe sizes shown are preliminary. Actual pipe sizes will be determined using hydraulic network analysis (WaterCad) during the final design stage. Location of fire hydrants, valves, and other appurtenances will also be shown in the final design stage of this project. Design parameters for this project are

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based on the Engineering Design and Construction Standards & Specifications for the City of Flagstaff, Engineering Division.

Presidio in the Pines consists of 87 net acres of undeveloped land with no water utilities. Full build-out will contain 455 single-family residences, 337 multi-family residences, for a total of 792 units. In reference to Map 15 of the Regional Land Use and Transportation Plan, this project will be fed by the Railroad Springs Pressure Zone A+. The reservoir is located north of Railroad Springs (and this project) with a floor elevation of 7301 and height of 24'.

It is proposed, that on-site waterlines will be a series of looped 8" lines, which generally follow the street network (see **Exhibit 16**). The connection to off-site facilities on the west property line will connect to the water main in Highway 66, then proceed south along Woody Mountain Road as a 10-inch line to the two project entrances. The east side of the loop will connect into the Boulder Point development east of this project. In planning meetings with the Fire Chief, it was requested that all buildings except for single-family detached, would have a fire sprinkler system incorporated into the structure.

Water demands at full build-out are as follows (see appendix for calculations):

- Peak Hour Demand = 700,827.00 GPD
- Average Demand = 85,535.00 GPD
- Terrain varies throughout the site from an approximate elevation of 7120 at the SW corner of the project, to elevation 6985 at the NE corner for the property.

Phasing: The overall waterline loop connecting the east and west sides of Presidio will be constructed in Phase 1 of the development to ensure adequate pressures and ensure that water does not stagnate with a low number of initial users. Within the Presidio in the Pines development, each section of the development is proposed to have a looped system for the same reasons. It is important that the on-site system is modeled for phased development to assure adequate domestic and fire flow pressures.

Criteria to be used in design of waterlines will be as follows:

- Maximum Day Demand = 40 psi.
- Peak Hour Demand = 30 psi.
- Max. Day Demand plus 1,500 psi Fire-flow = 20 psi.
- Head loss for 2nd-story structures will be accounted for.
- 8-inch diameter minimum pipelines.
- Valves will be placed to shut off sections of pipe no greater than 500 feet in commercial and 800 feet in residential.
- Air-release/vacuum valves and blow-off valves used where required.
- Each fire hydrant will have it's own valve.
- Blow-off valves will be used at any temporary dead-ends.

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Reclaimed wastewater distribution line: Presidio in the Pines owners are interested in using reclaimed wastewater for the irrigation of parks and common-ground vegetation, and/or water features. If the City is willing to extend services to this project, and if its' approved by the Flagstaff Water Commission, design of a reclaimed wastewater distribution system may be included in final design of this project. Estimated demands for irrigation of parks and common areas can be provided to the City if requested.

5.5 Sewer System Impact Analysis

The purpose of this study is to provide sewer demands for the City of Flagstaff, so the City may perform the off-site analysis to the City sanitary system. On-site sanitary sewer pipe sizes shown are preliminary. Actual pipe sizes will be determined using hydraulic analysis during the final design stage. Location of manholes, and other appurtenances will also be shown in the final design stage of this project. Design for this project are based on the Engineering Design and Construction Standards & Specifications for the City of Flagstaff, Engineering Division, and the Arizona Department of Environmental Quality.

It's proposed for this development to connect to an existing 10-inch sanitary sewer trunk line in Highway 66. An 8-inch line is proposed to be installed along the east property line of the current Wildwood Hills Development and extend from Highway 66 to the northeast corner of this project. It is assumed all wastewater collection will be gravity flow and no septic tanks or lift stations will be required.

On-site, a system of 8-inch sewer lines are proposed under the street that flow from Southwest to the northeast corner of this project, following the general slope of the existing land (see **Exhibit 16**).

At full build out, 455 single-family units and 377 multi-family units are proposed with the following load demands (see appendix for calculations):

- Average dry weather flow = 0.19 MGD
- Peak dry weather flow = 0.56 MGD

Criteria to be used in design of wastewater lines will be as follows:

- Manning's Formula will be used to calculate pipe velocities. Lines will be sized to maintain velocities between 2 fps and 10 fps (full flow).
- Tracer wires will be used on all PVC pipe (for depths between 6 feet up to 15 feet). Sewers between 15 feet and 25 feet will be ductile iron pipe.
- Domestic and commercial services are not allowed off of sewers deeper than 15 feet.
- Manhole spacing shall not exceed 400 feet for pipes between 8-inch and 12-inch diameters.

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Section 6. Architectural Theme

The architecture of Presidio in the Pines is designed to perform a strong supporting roll in the lives of its residents. The scale, materials, details and various uses have all been carefully considered to contribute to the communities' unique character. Since the widespread use of automobiles, most of the communities were built almost entirely to accommodate vehicular travel. Sprawling mind-numbing suburban development characterized by oversized front yards, wide featureless streets and inhospitable house fronts dominated by huge garage doors were the standard issue housing solution for many decades. Many people have increasingly grown despondent over this one size fits all development which gave rise to the New Urbanist planning movement. Planners and architects began to look to the past to examine why these older neighborhoods 'lived' so much better. The result of this critical examination is a uniquely livable blend of traditional and modern planning concepts, built out in a regionally influenced range of architectural styles that is appropriate for Flagstaff, Arizona. Pedestrian scaled narrow tree lined streets connecting homes to numerous parks, common amenities, shops and offices will make a good place for real people to live.

The design of Presidio in the Pines encourages people to get away from the isolation enforced by the conveniences of modern life-cars, television and computers. The architectural fabric of Presidio in the Pines has been woven to encourage its residents to interact. Houses are set close together on narrow lots and street setbacks are kept to a minimum. The residents will get to know one another. On front porches and wide sidewalks and shaded bike paths, families, young couples, and retires will meet, chat and become friends. Architectural variety tempered with a touch of continuity will be fostered to create a visually dynamic looking community with an absence of discord. A straightforward no nonsense architectural palette that is neither overly nostalgic nor glaringly modern will clearly exemplify the regional vernacular building practices of northern Arizona.

The village center is the heart of the community. The simple yet critical issues of building height, scale and positioning of buildings – the basic language of architecture, represents the primary means of communicating the overall character of both the town square and the entire development. The buildings surrounding the square are pulled close to the street to accommodate pedestrians by providing easy access, window displays and protection from the elements by a variety of awnings, trellises and covered colonnades. Outdoor dinning and an idyllic town square park convey a warm and welcoming atmosphere. Encouraging feelings of pride and proprietorship among residents this multi-use sets the stage for the rest of the neighborhoods.

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The choice of building materials is critical to the feel and sence of quality that the community exudes. Stone and brick will provide enduring beauty, while wood siding, milled lumber and natural timbers are contextual to the architectural ascendants of Flagstaff. Non-reflective glass with divided lights will be encouraged to provide a human scale to windows. A variety of long lasting roofing materials: metal, wood shingles, enhanced asphalt shingles and roof tile will be employed to promote architectural diversity. Roofing colors will be encouraged to be sympathetic to the immediate surroundings. Refer to **Exhibit 22.** Articulated trim, fences, railing, fireplaces and architectural detailing will be promoted to further enhance the continuity of human scale elements through out the Presidio in the Pines community.

The quality of design in surrounding neighborhoods will provide an important contextural transition from the village center. This connection to the town square is further reinforced by the many housing types incorporated in the development, lofts and flats above the retail (**Exhibit 9a**), Single family cottages (**Exhibit 17**), single family cluster housing (**Exhibit 18**), garden housing (**Exhibit 19**) and townhouse/duplex units (**Exhibit 20**), and condominiums (**Exhibit 21**), provide for the many dwelling needs for a multi-generational community. Many of the housing types have rear yard garages and any units with garages in the front yard will be set back from the street further than the dwelling to accommodate parking on the driveway. An interesting streetscape will be the result of a mix of one and two story housing choices. Variously detailed porches, dormers, patios, balconies, deep overhangs and other architectural elements will further reinforce the individuality of the community. This pedestrian-friendly community will become the place that people will love to live and recreate.

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Section 7. Anticipated Development Phasing

Phase 1- *Grading Main Roads (Presidio Drive North and South)
*Town Square Clearing and Grading

*Construction of offsite improvements
1. Water line and: gray water line if applicable
2. Sewer main excavation and line installation
3. Grading of all other roads on site

*Construction of onsite improvements:

Cottage lots	211 units
Granny flat lots	45 units
Garden lots	56 units
Townhouse Duplex lots	82 units
Single-family Cluster lots	87 units
Town Square Loft & Flats	23 residential
Condominiums	232 units
Retail condominiums	15 units

*Completion of all utilities on site to the above named lot types
*Completion of all paving, curbs, gutters on site
*Completion of two entrance monuments

Phase 2- 1. Completion of amphitheatre and park at Town Square
- Includes pavers, concrete, benches, recreational courts, seating and landscape

2. Landscaping and improvements for all common areas
3. Landscaping and tree planting along streets
4. Construction of Block Walls as per Final Plat
5. Pour all sidewalks

Phase 3- 1. Construction for Loft – Condominium Center
- Loft condominiums 232 residential units

2. Construction of on-site improvements
- Cluster homes-single family 44 units

3. Completion of all mini-park improvements
- Includes landscape and amenities
- Includes seating and recreational facilities

Phase 4- 1. Construction of required Woody Mountain Road Improvements
2. Construction of Block Walls as per Final Plat

See phasing map **Exhibit 23.**

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Section 8. Cost/ Benefit Analysis for Presidio in the Pines

Presidio in the Pines will be a mixed-use community located in West Flagstaff, off of Woody Mountain Road. It has seven different product types, allowing for diversity of living styles for single-family living and condominium type requirements. Because the projection for the development will include the 2nd home market, empty nesters, single people and small families, the impact on the school district will be very minimal as well as local government (School report verification included in Master Plan Submittal).

After consulting with the City of Flagstaff and the Flagstaff Public School District, a cost benefit analysis has been addressed and can be summarized as follows:

In summary, the data concludes that the 211 Single-Family Cottage Lots will have a positive tax contribution to the City of Flagstaff of $2,600.00 per year per unit: $936.00 will go directly to the city and $1,664.00 will go directly to the Schools and Colleges. The 56 Single-Family Garden Lots will add an average of $1,800.00 per year, per unit: $648.00 directly to the city and $1,152.00 to the Schools/Colleges. The 139 Single-Family Cluster Homes will add an average of $2,000.00 in revenue: $720.00 to the city directly and $1,280.00 to the Schools/Colleges. The 82 duplex town homes will generate $2,000.00: $720.00 to the city and $1,280.00 to the Schools/Colleges. The 23 flats and Loft Units at Town Square will generate close to $2,400.00 in total revenue: $800.00 to the city per unit and $1,600.00 per unit to the Schools/Colleges. The 28 retail condominiums will contribute approximately $2,200.00 per unit per year: $792.00 per year to the city directly and $1,408.00 to the Schools/Colleges. Finally, the 232 Loft Condominiums will on an average generate $2,000.00 per year in total per unit: $720.00 to the city, directly and $1,280.00 per year per unit to the Schools/Colleges.

In short, the cost benefit for the Presidio project is anticipated to contribute over $1,675,800.00 per year in revenue to the City of Flagstaff with over $1,000,000.00 applied to the Schools/Colleges. It is quite apparent that with over $1,675,800.00 in revenue a year contributed to the City of Flagstaff that the Presidio in the Pines Development Project will have beneficial and positive impact on the City finances as well as the local school district finances. In fact, it will have a substantial impact on the economy in general.

The Flagstaff Unified School District has had an opportunity to review the master development plan and have concluded that the Presidio Development will have little impact on the local schools. See letter from school district dated 1-7-2003 **Exhibit 24.**

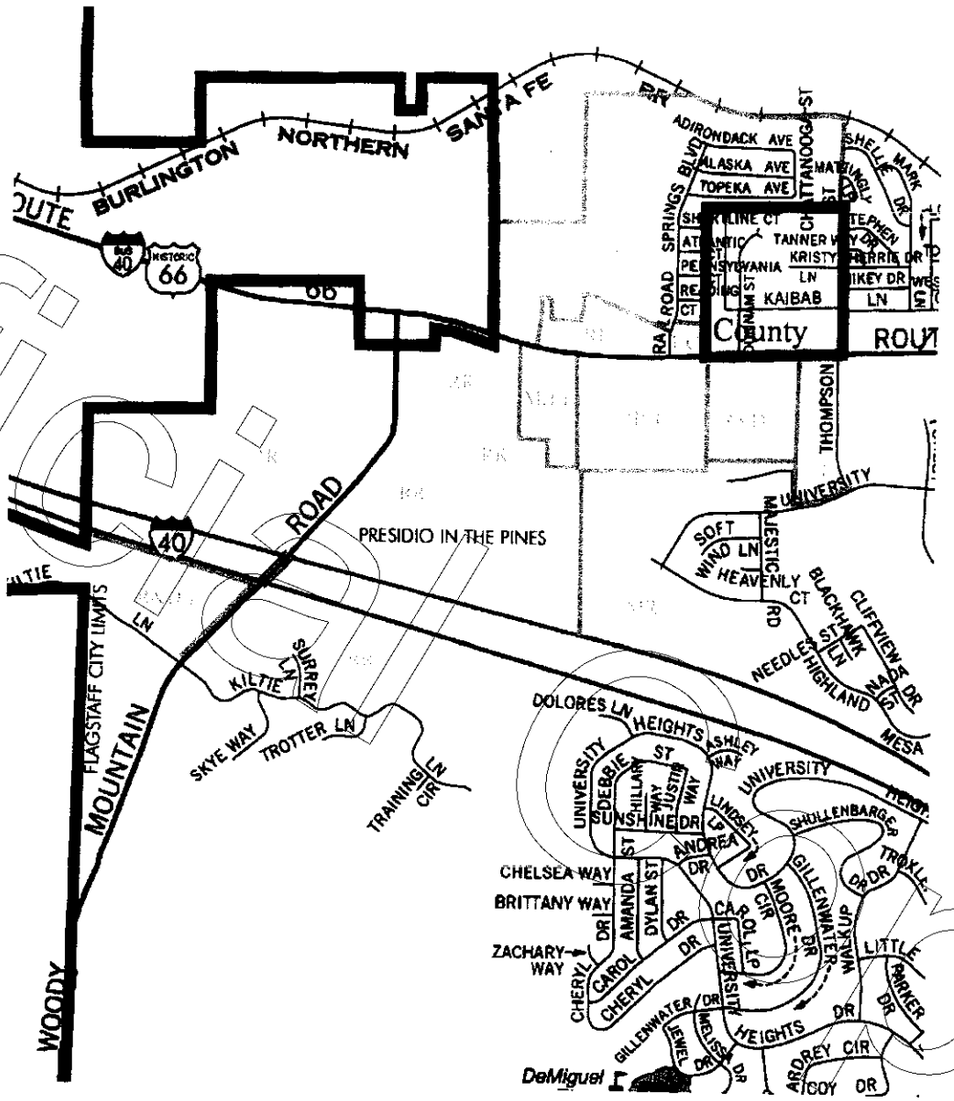
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Exhibit 1



Existing Zoning Lines

Site Location

Presidio In The Pines

Project Location & Existing Zoning Map

Flagstaff, Arizona

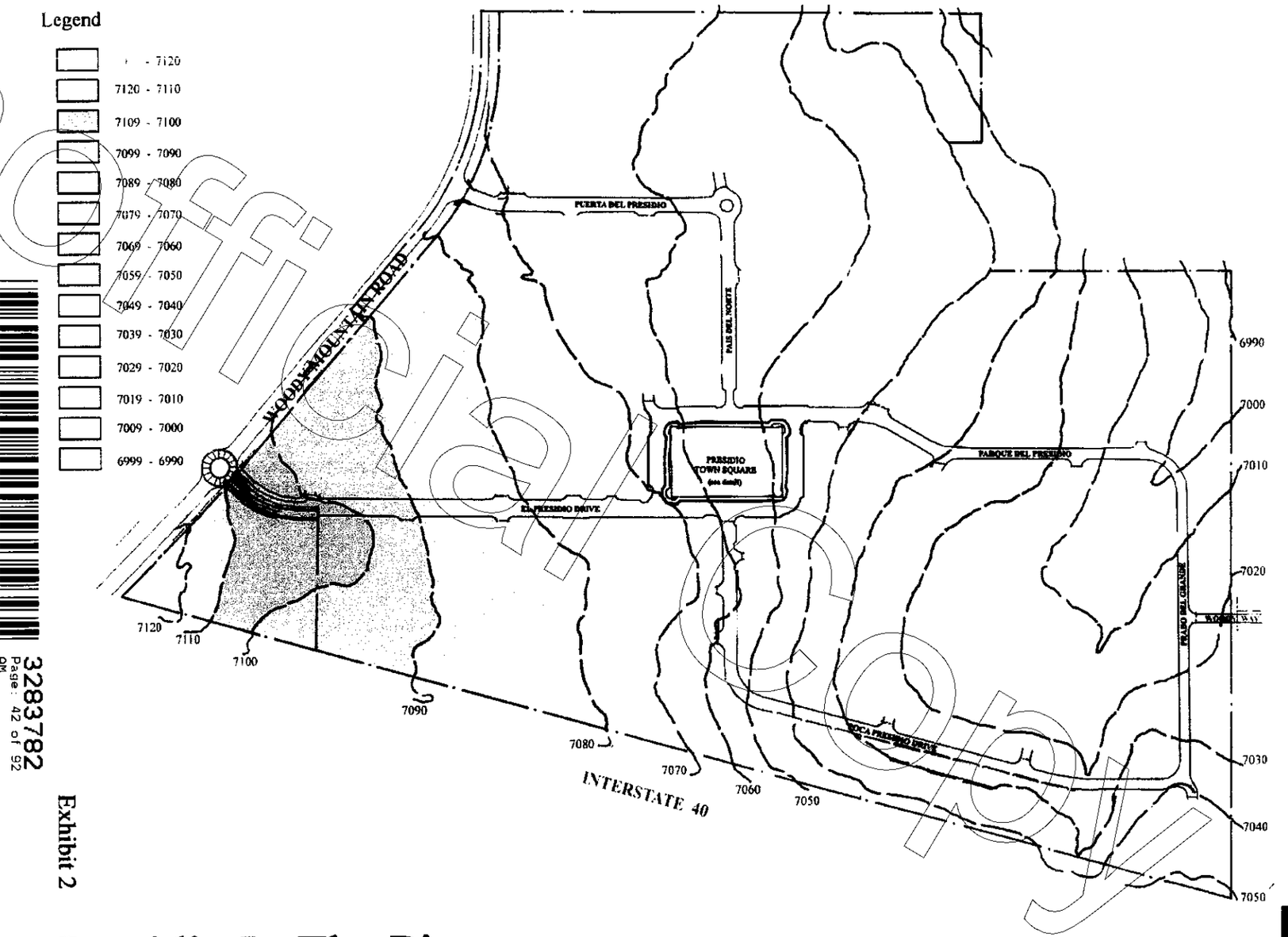
THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO CHANGE

Date: October 10, 2003
Project Number: 102211

Perlman
PERLMAN ARCHITECTS INC
6045 N. SCOTTSDALE RD SUITE 100
SCOTTSDALE AZ 85250

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Exhibit 2

Presidio In The Pines

Site Elevation Map

Flagstaff, Arizona

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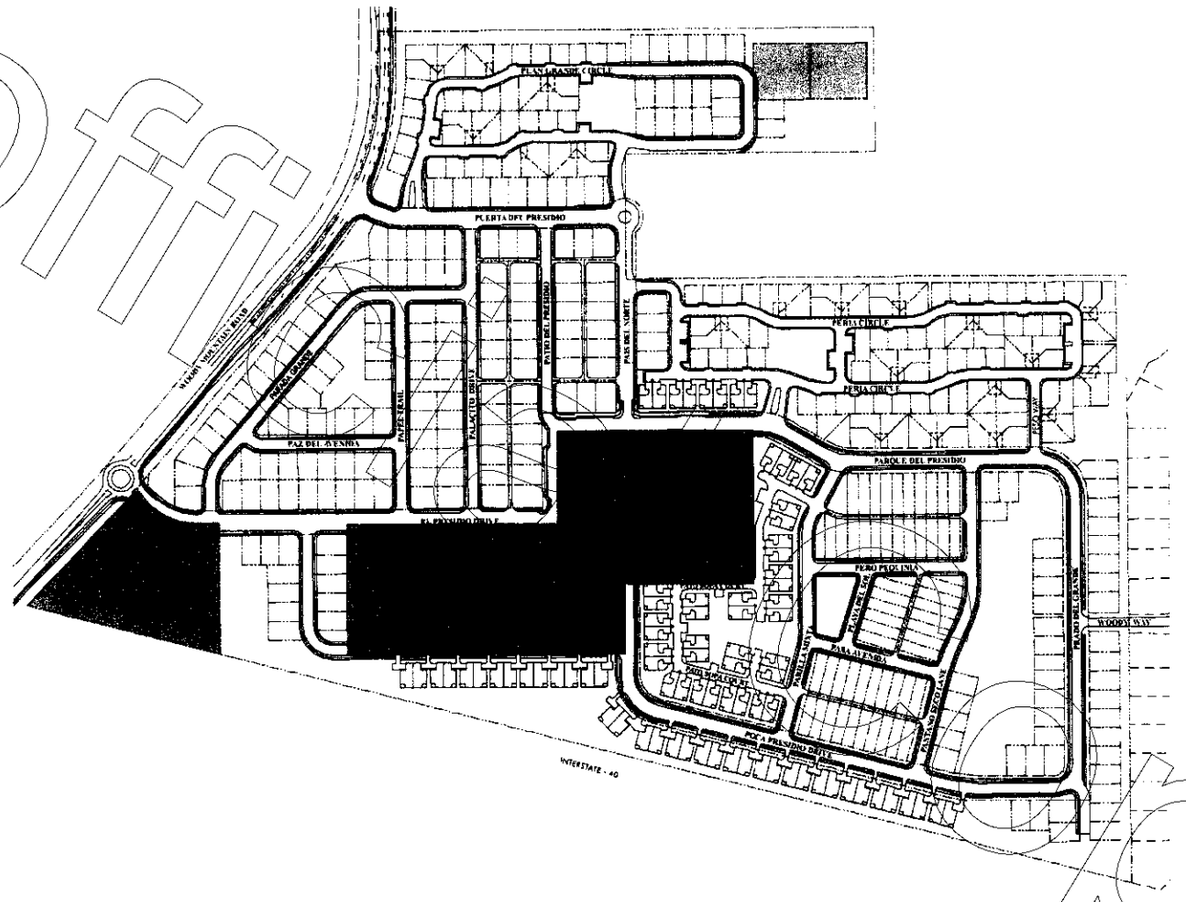
Date: January 27, 2003
Project Number 102211

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SCOTTSDALE, AZ 85250

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UR - Urban Residential District

UC - Urban Commercial District

HR - High Residential District

Exhibit 3

Presidio in the Pines

Proposed Zoning Map

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

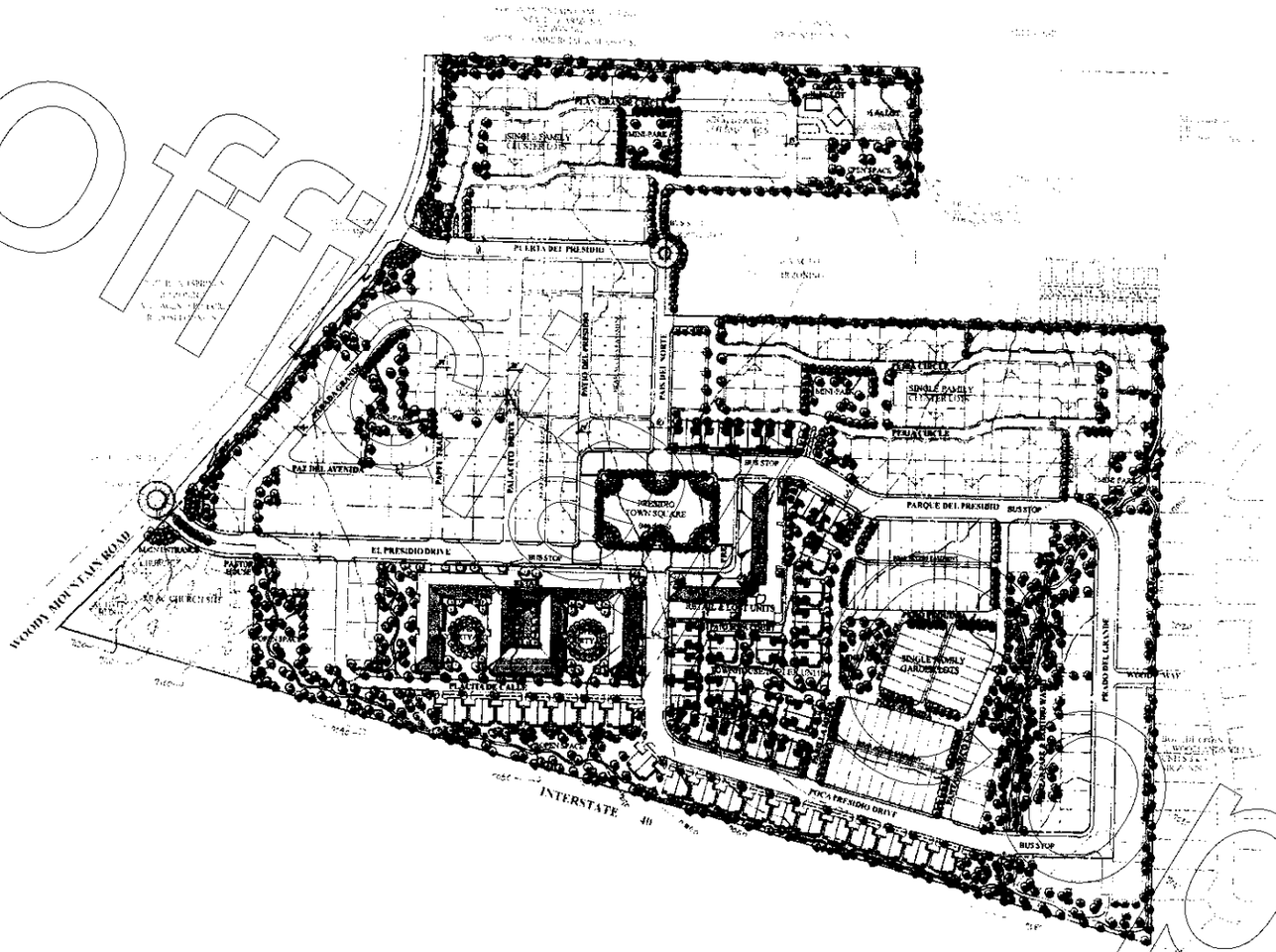
Premiere Acquisitions LLC
Flagstaff, Arizona

Scale: 1" = 100'

Date October 10, 2001
Project Number 1022.1

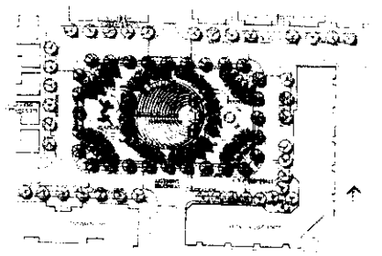
Perlman

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SITE DATA:		
TOTAL ACRES		91.40
AREA IN WOODY MOUNTAIN RD.		3.05
AREA IN CHURCH SITE		3.20
NET GROSS ACRES		87.15
TOTAL DWELLING UNITS	788	100.00%
7.2 Ac. SF Lots	78	9.90%
SF Cottage Lots (50'x80')	206	26.14%
Granny Flats (*)	45	5.71%
SF Garden Lots (50'x125' min.)	65	8.25%
SF Cluster Lots (lot size varies)	75	9.52%
Townhouse Duplex Lots	82	10.41%
Live & Loft Units (over retail)	21	2.66%
Condominium Units	216	27.41%
NET GROSS DENSITY (based on 87.15 Ac's)		9.0 du/ac
REQUIRED OPEN SPACE		21.78 Ac's
PROVIDED OPEN SPACE		25.62 Ac's
NET LOT AREA IN RETAIL & LOFTS & CONDO'S		6.45 Ac's
TOTAL SQ. FT. OF RETAIL SPACE		37,400 s.f.
REQUIRED RETAIL PARKING (1:250 s.f. ratio)		150
PROVIDED RETAIL PARKING (additional parking provided on street)		139
TOTAL NO. OF RETAIL/CONDO UNITS		28

(*) DENOTES GRANNY FLATS ON COTTAGE LOTS



Town Square Detail

Exhibit 4

Presidio in the Pines

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

Premiere Acquisitions LLC
Flagstaff, Arizona

Conceptual Site Plan

Date: October 10, 2003
Project Number: 102211

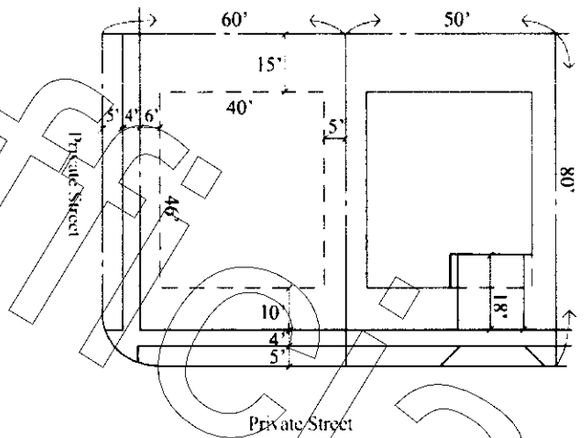
Perlman

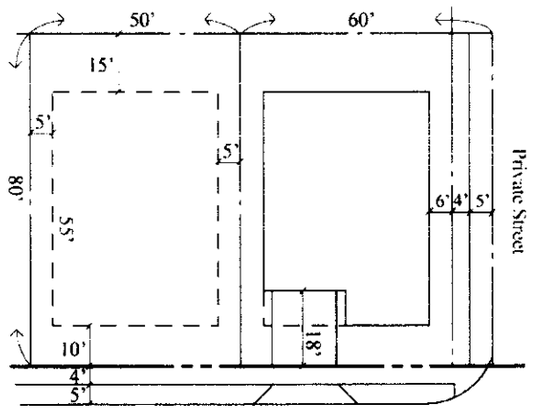
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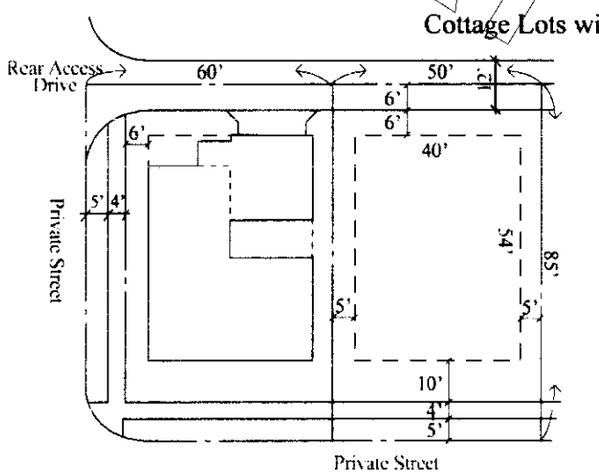
Exhibit 5a

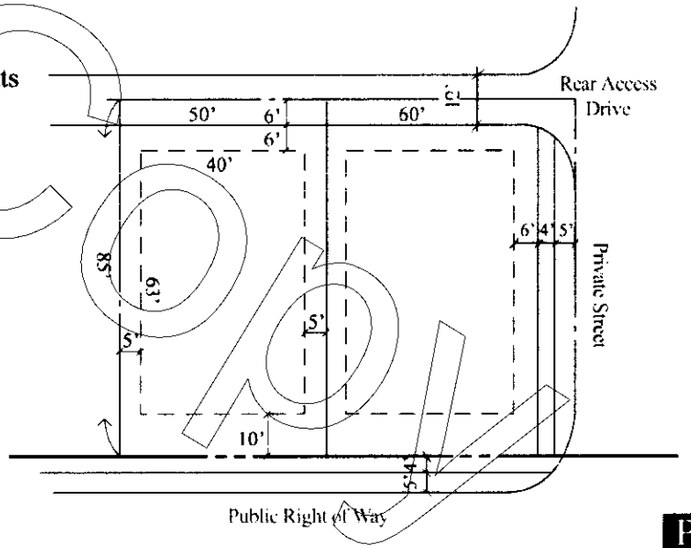
Cottage Lots





Cottage Lots with Granny Flats





Presidio In The Pines

Cottage Lot Bulk Regulations

Flagstaff, Arizona

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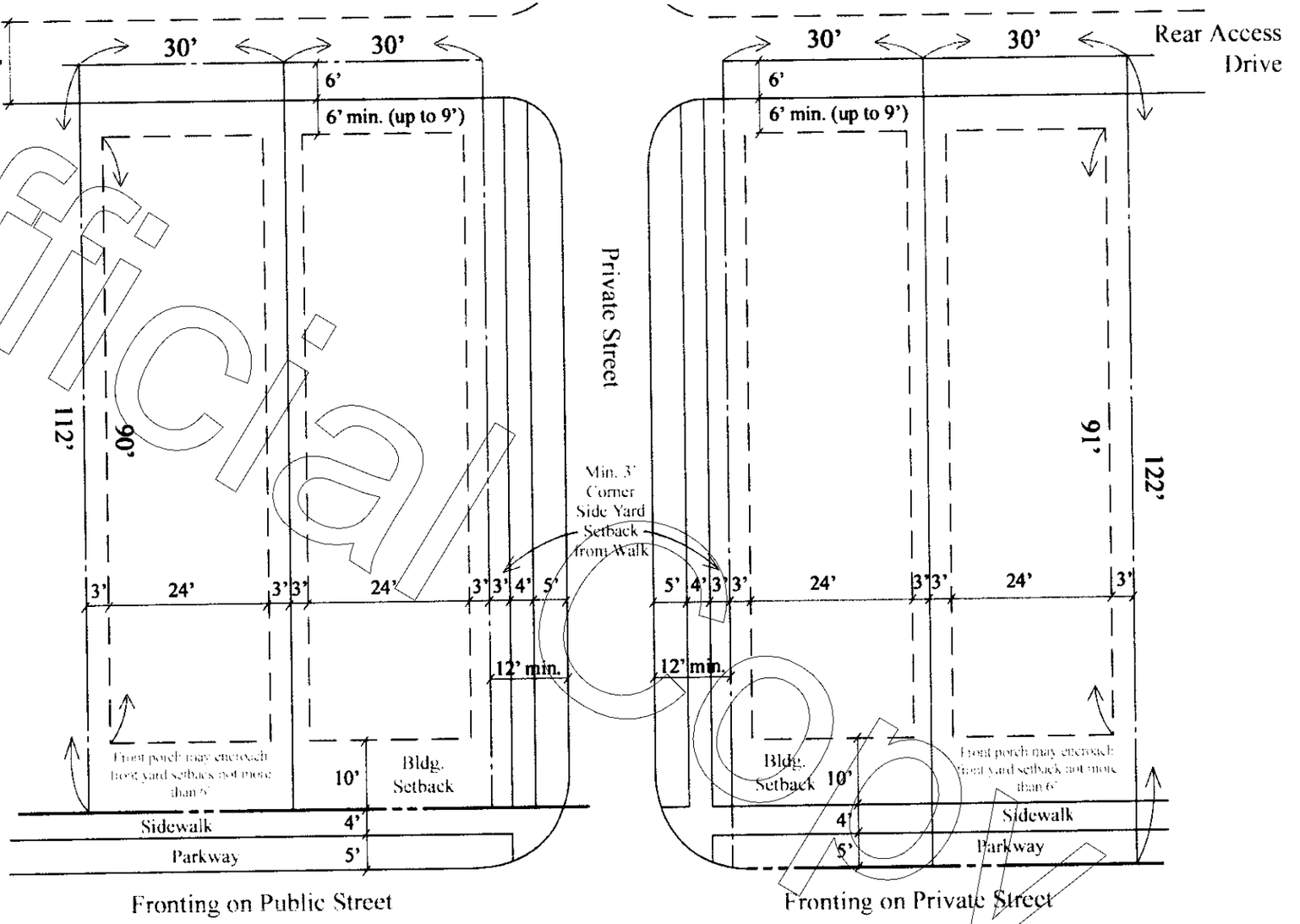
Date: October 10, 2003
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Exhibit 5b



Presidio In The Pines

Garden Lot Bulk Regulations

Flagstaff, Arizona

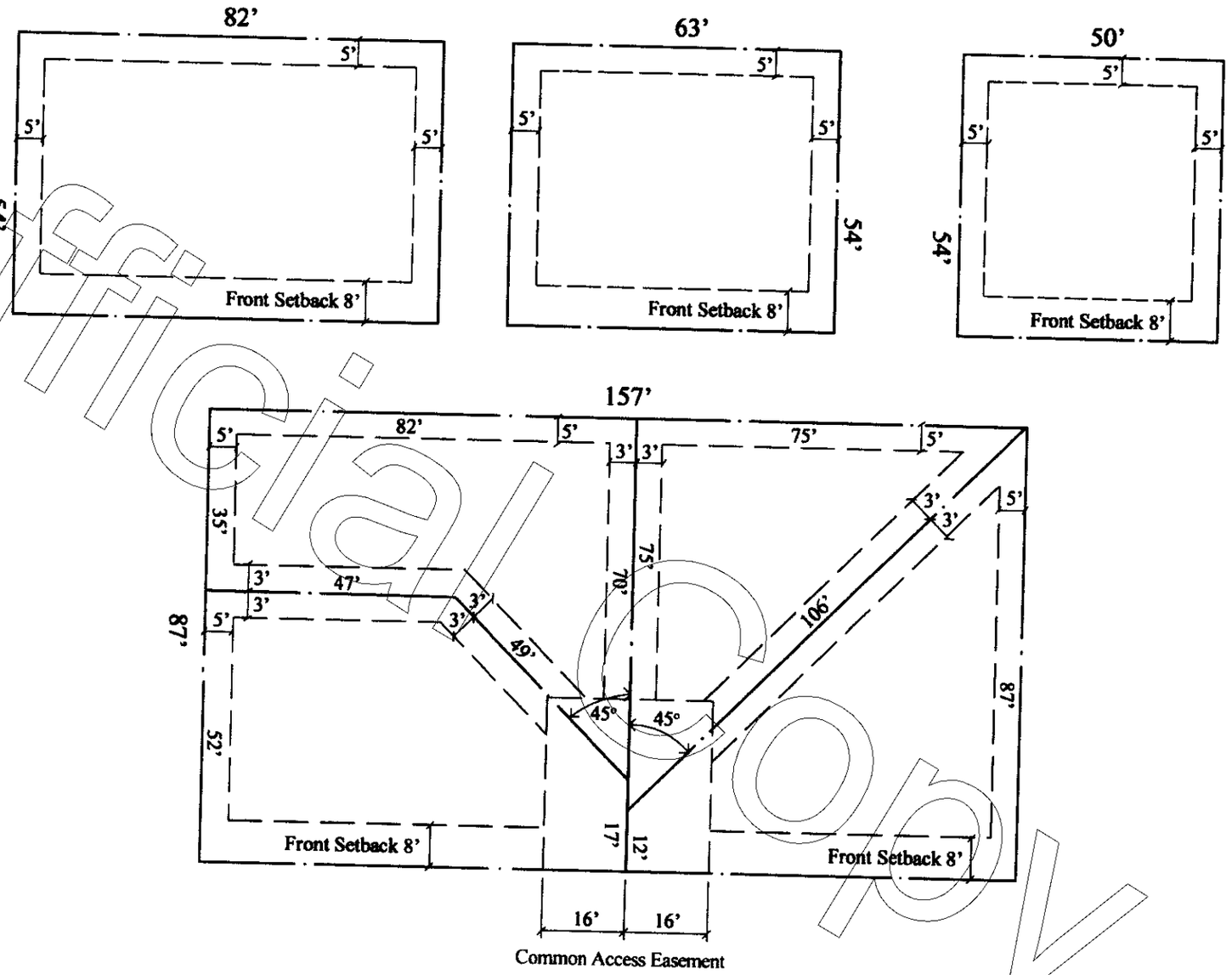
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Date: October 10, 2003
Project Number 102111

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Exhibit 5c

Presidio In The Pines

Cluster Lot Bulk Regulations

Flagstaff, Arizona

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Project Number: 102211

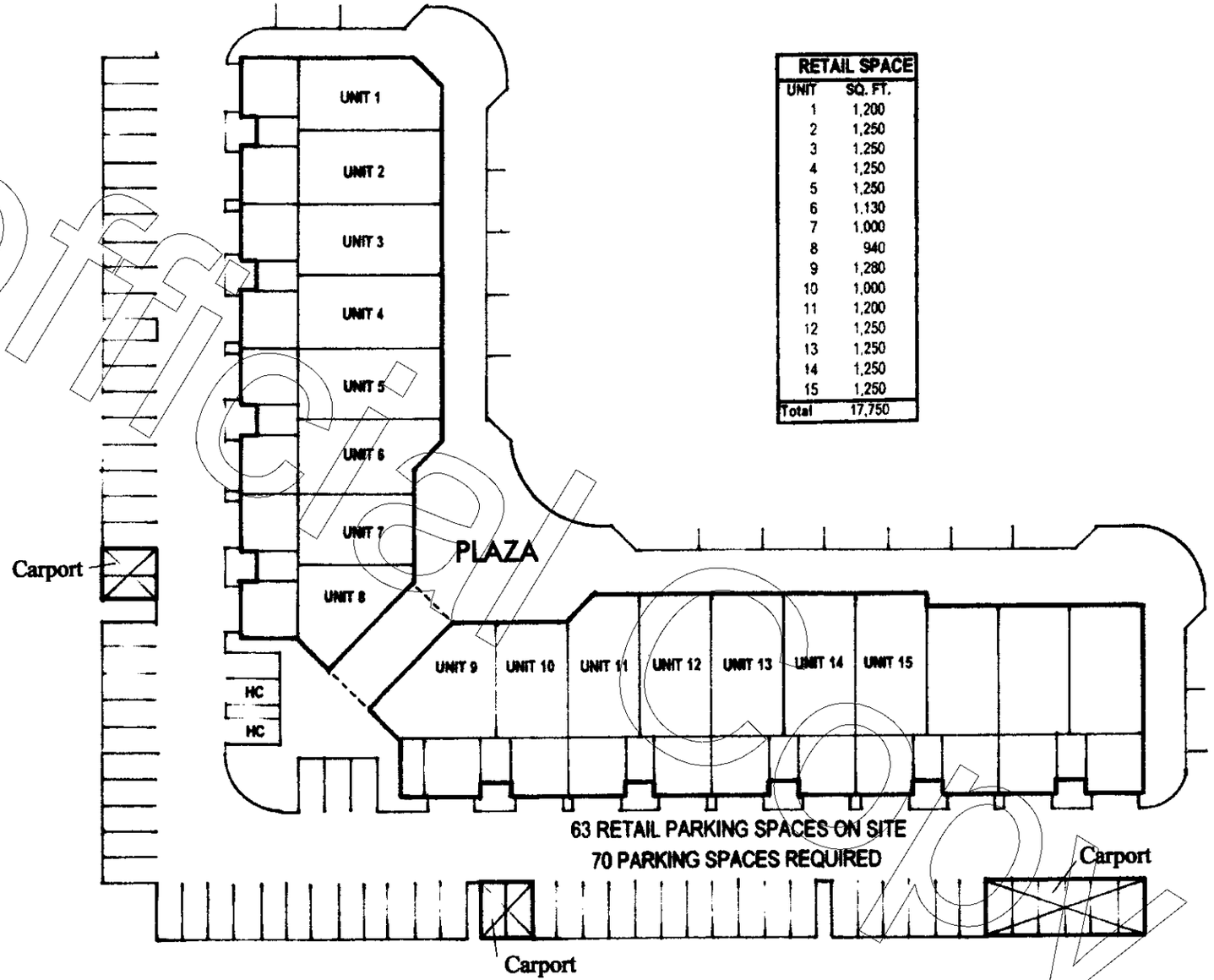
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SCOTTSDALE, AZ 85250

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Exhibit 5d



RETAIL SPACE	
UNIT	SQ. FT.
1	1,200
2	1,250
3	1,250
4	1,250
5	1,250
6	1,130
7	1,000
8	940
9	1,280
10	1,000
11	1,200
12	1,250
13	1,250
14	1,250
15	1,250
Total	17,750

Presidio In The Pines

17,500 Sq. Ft. Retail Schematic Plan

Flagstaff, Arizona

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Project Number: 102211

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SCOTTSDALE, AZ 85250

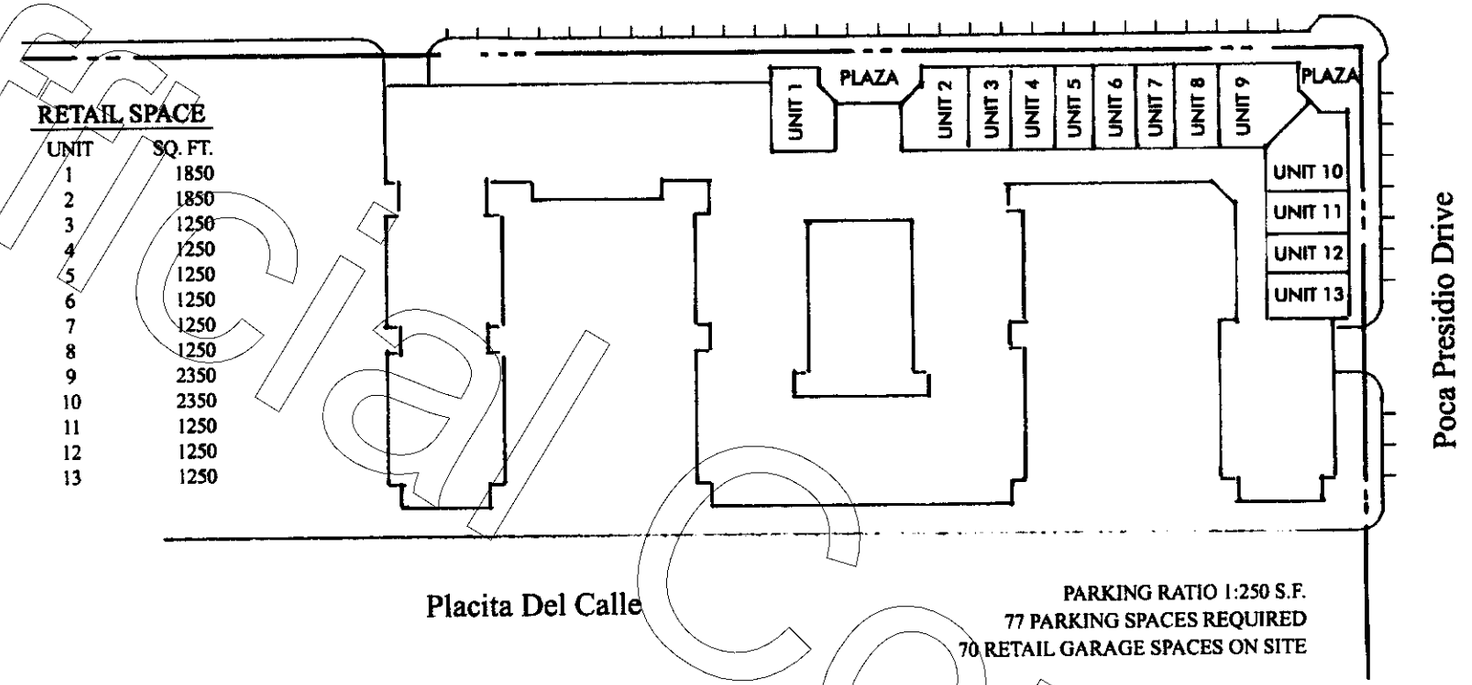
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Exhibit 5e

El Presidio Drive



RETAIL SPACE

UNIT	SQ. FT.
1	1850
2	1850
3	1250
4	1250
5	1250
6	1250
7	1250
8	1250
9	2350
10	2350
11	1250
12	1250
13	1250

PARKING RATIO 1:250 S.F.
77 PARKING SPACES REQUIRED
70 RETAIL GARAGE SPACES ON SITE

Presidio In The Pines

19,650 Sq. Ft. Retail Schematic Plan

Flagstaff, Arizona

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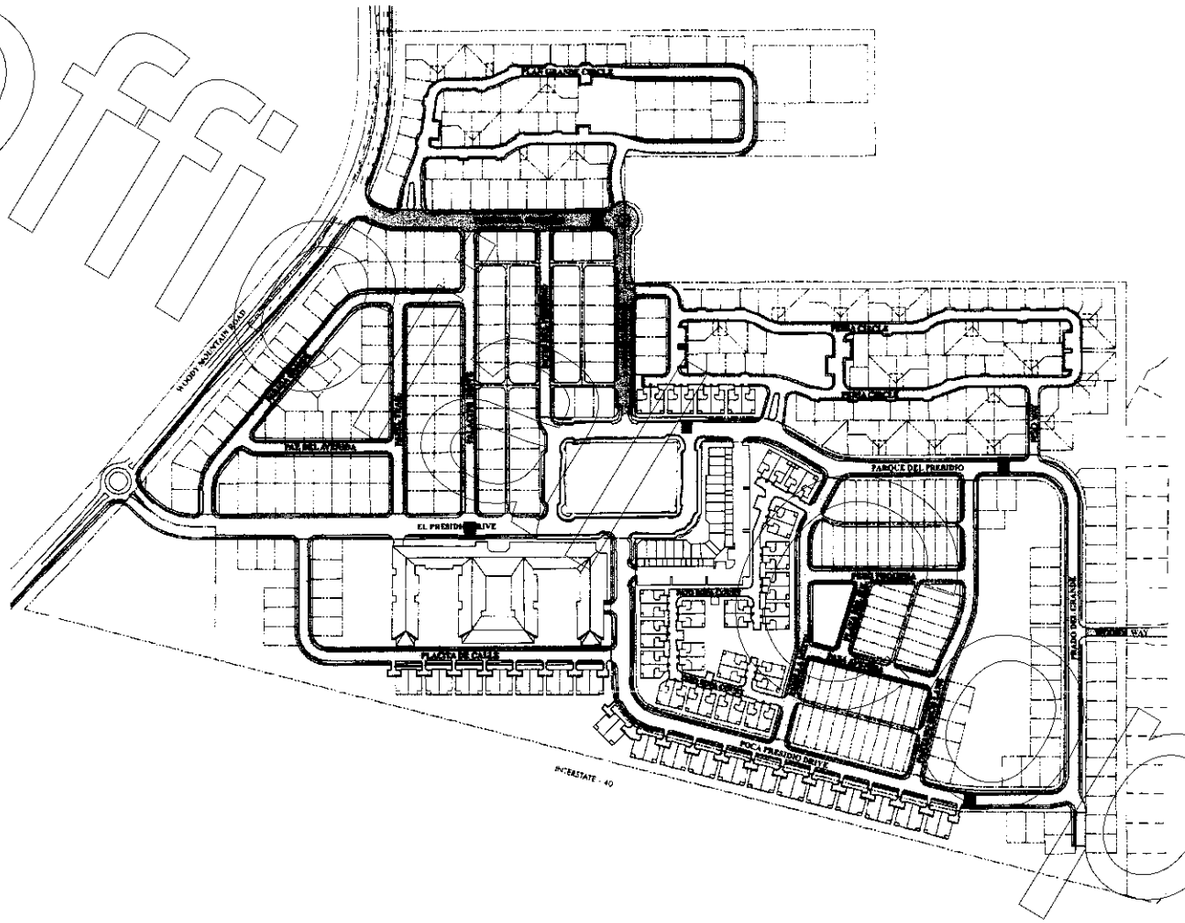
Date: October 10, 2003
Project Number: 102211

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Primary Street
(66' Public R.O.W.)

Secondary Street
(56' Public R.O.W.)

Private Street

Rear Access
Easement

■ Suggested Bus Stops

Exhibit 5f

Presidio in the Pines

Street Circulation System

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

Premiere Acquisitions LLC
Flagstaff, Arizona

North

Scale: 1" = 100'

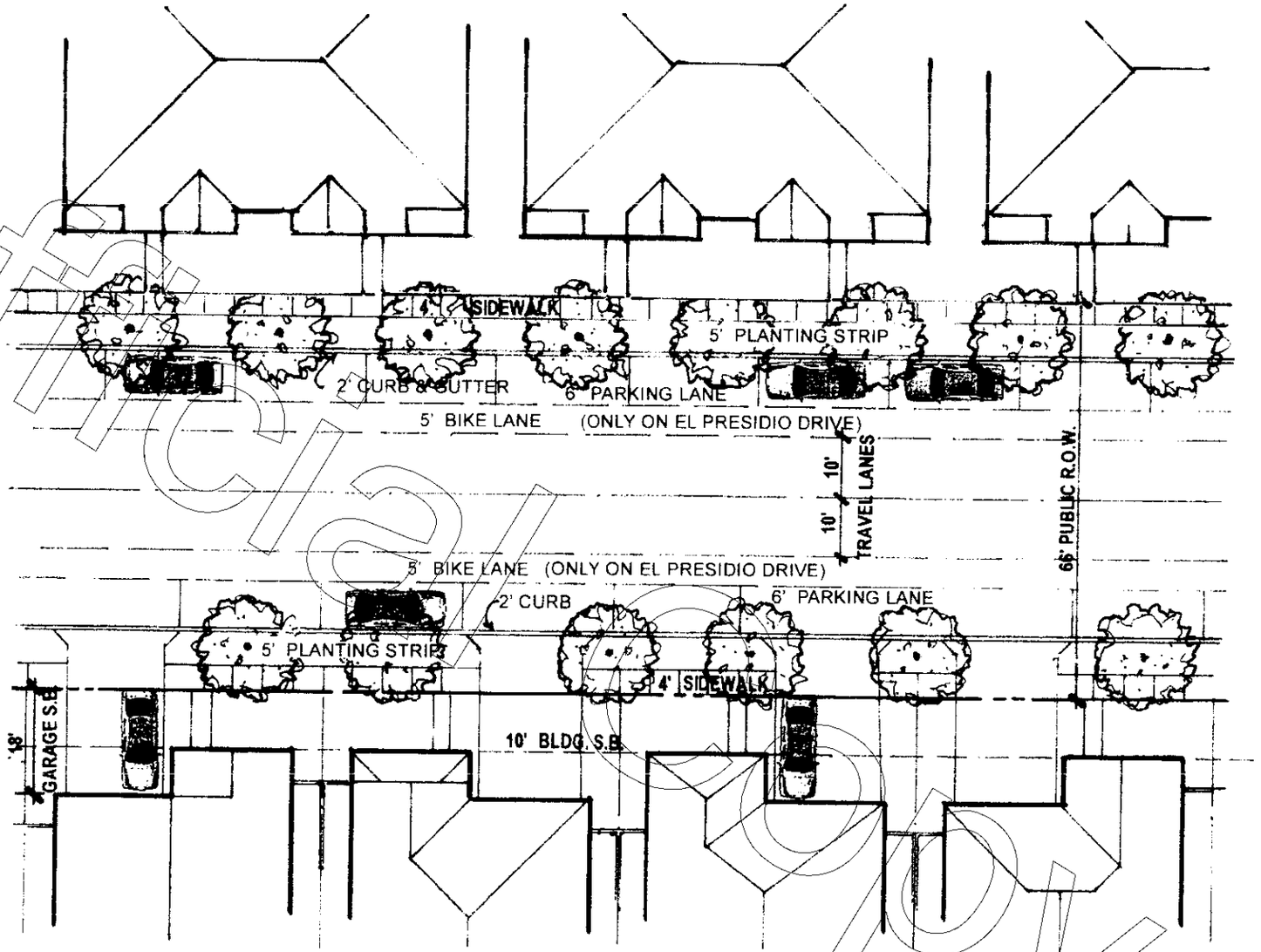
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Exhibit 5g



Presidio In The Pines

Primary Public R.O.W.

Flagstaff, Arizona

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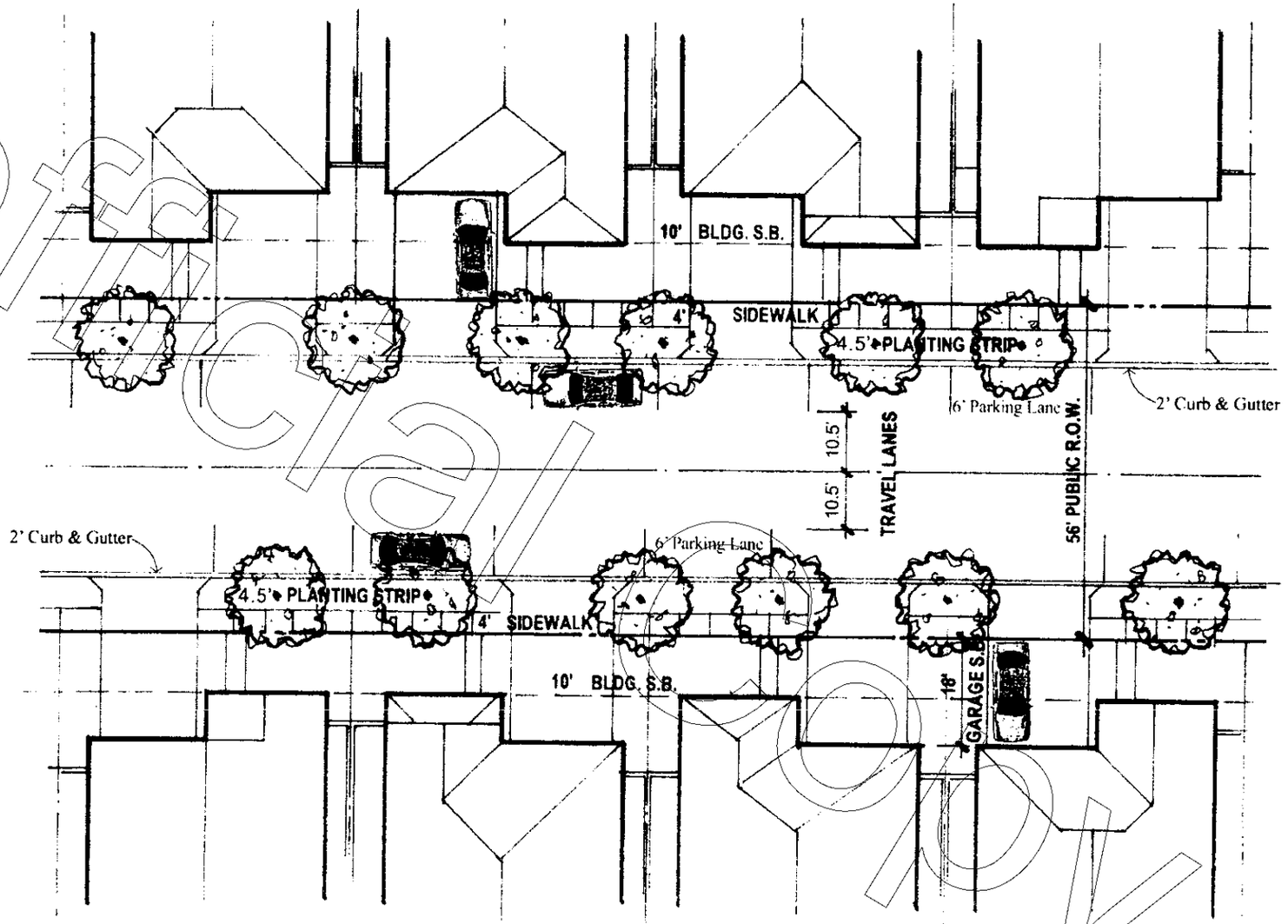
Date October 10, 2003
Project Number 0-0-0-1

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Exhibit 5h



Presidio In The Pines

Secondary Public R.O.W.

Flagstaff, Arizona

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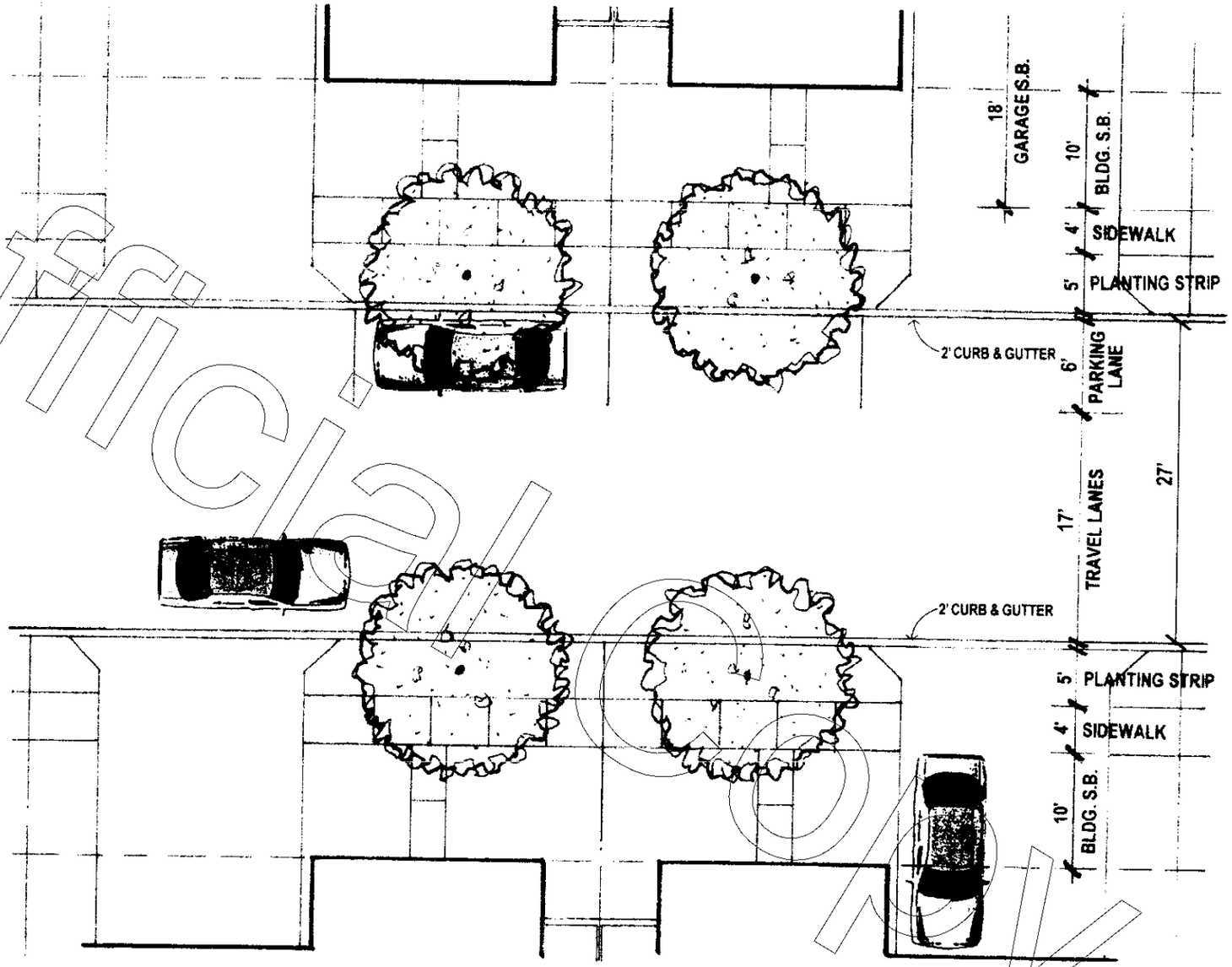
Date: October 10, 2003
Project Number: 102211

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Exhibit 5i



Presidio In The Pines

Private Street

Flagstaff, Arizona

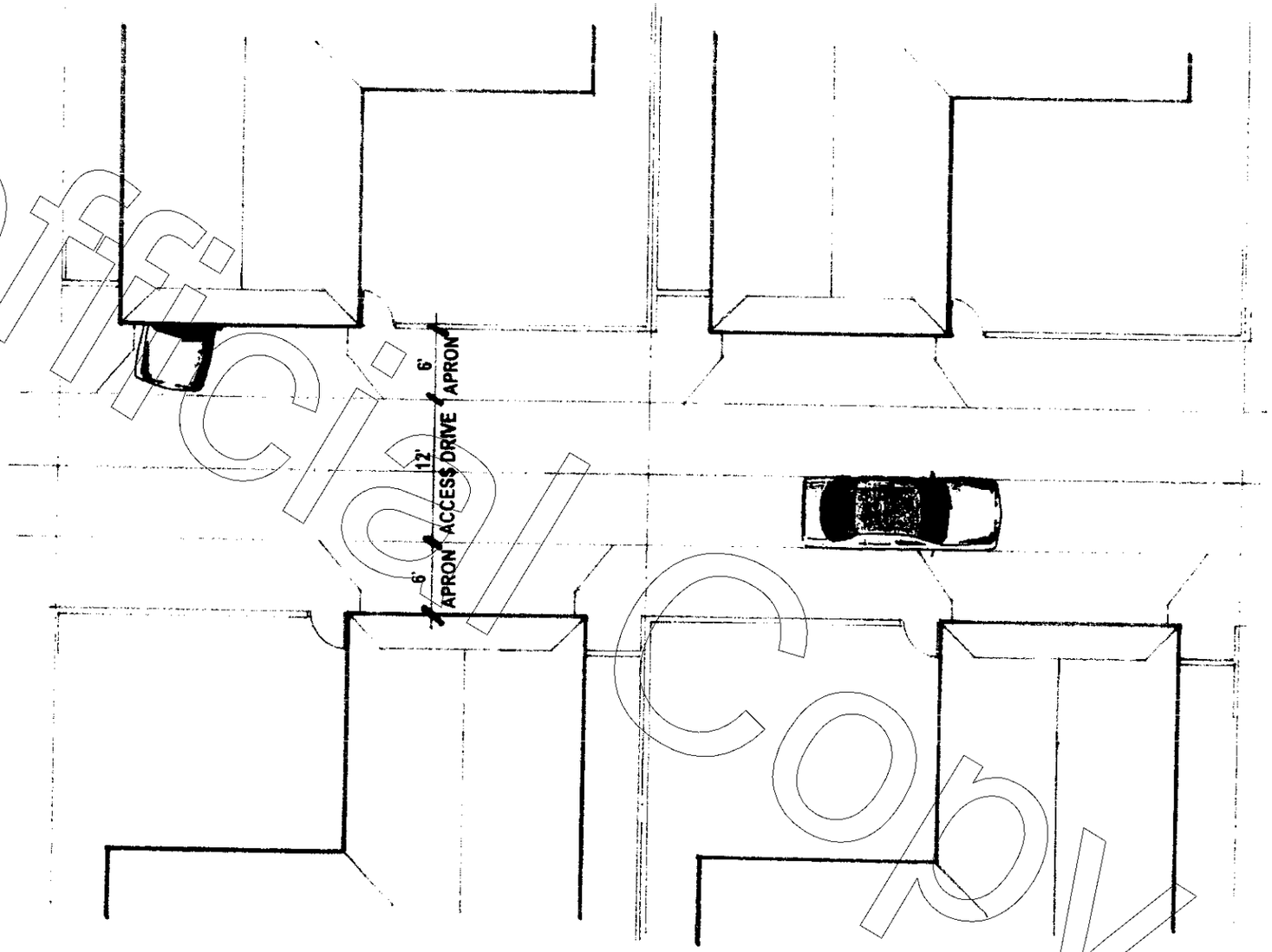
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Exhibit 5j



Presidio In The Pines

Rear Access Easement
(garden lots & cottage lots with granny flats)

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PERLMAN ARCHITECTS, INC.

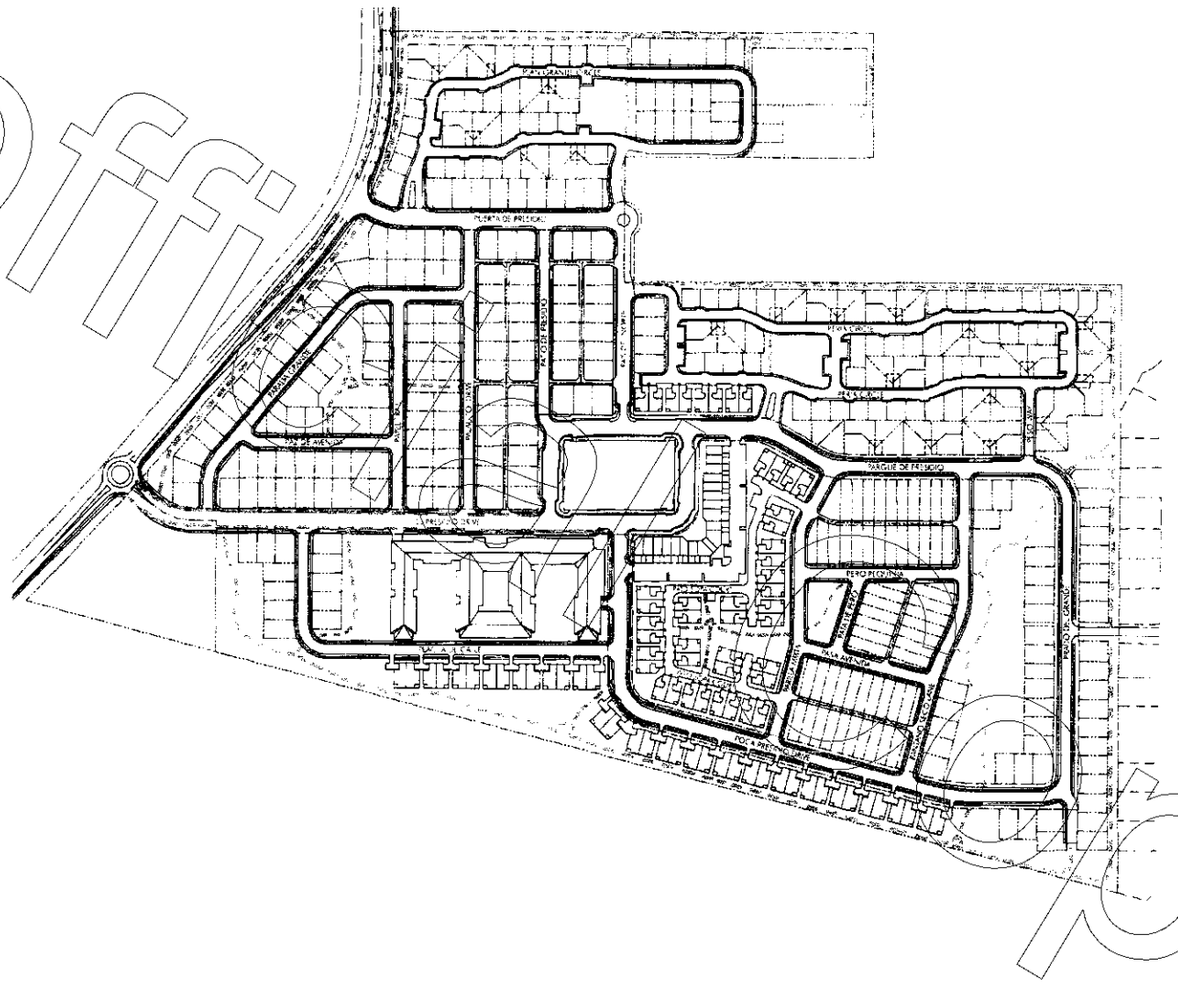
Flagstaff, Arizona

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Bike Lane

Pedestrian Trails
(all pedestrian trails
link to sidewalks)

Presidio in the Pines

Pedestrian/Bicycle Circulation System

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

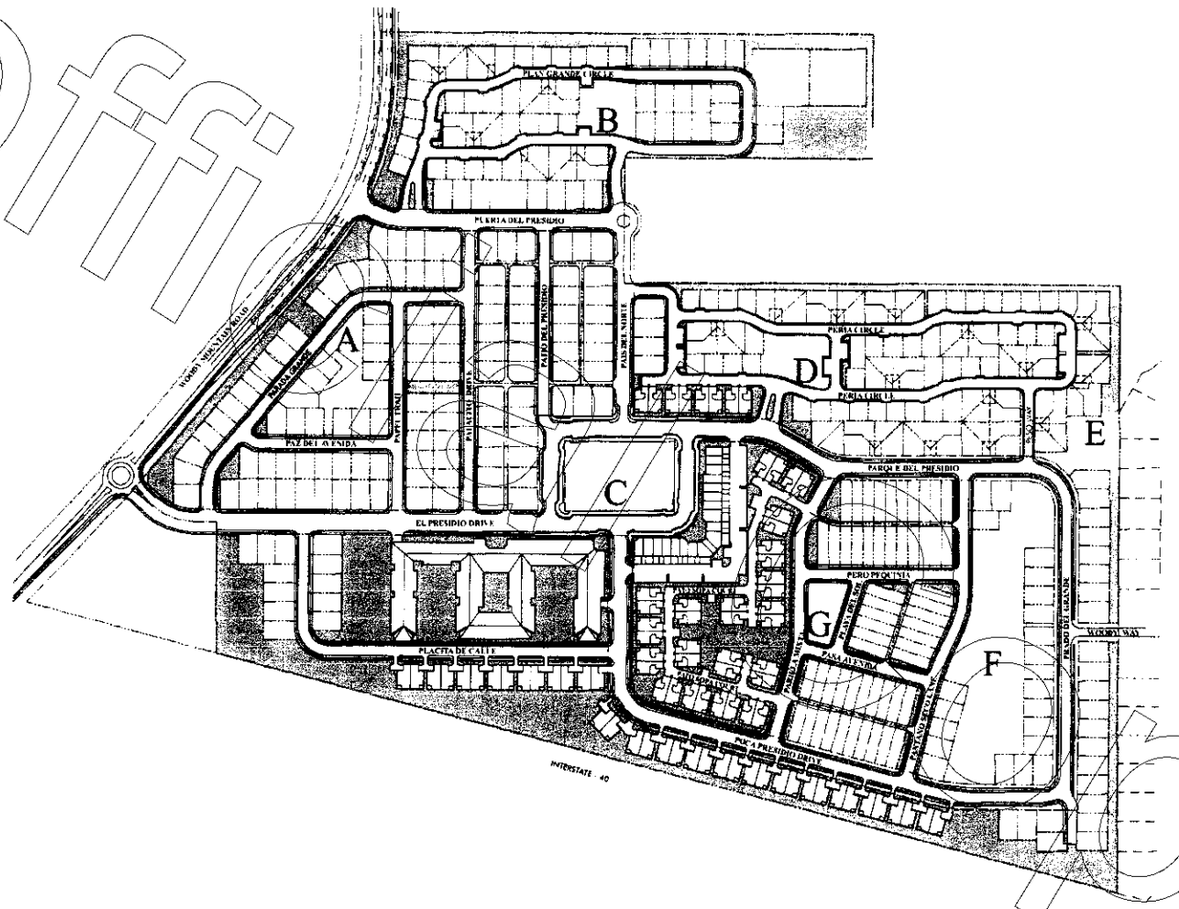
Premiere Acquisitions LLC
Flagstaff, Arizona

Exhibit 6

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Parks

Open Spaces &
Common Areas

Park A	0.67Ac's
Park B	0.48Ac's
Park C	1.25Ac's
Park D	0.49Ac's
Park E	0.67Ac's
Park F	3.01Ac's
Park G	0.30Ac's
Total	6.87Ac's

Exhibit 7

Presidio in the Pines

Parks & Open Spaces

Premiere Acquisitions LLC
Flagstaff, Arizona

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

North
Scale: 1" = 100'
0 100 200

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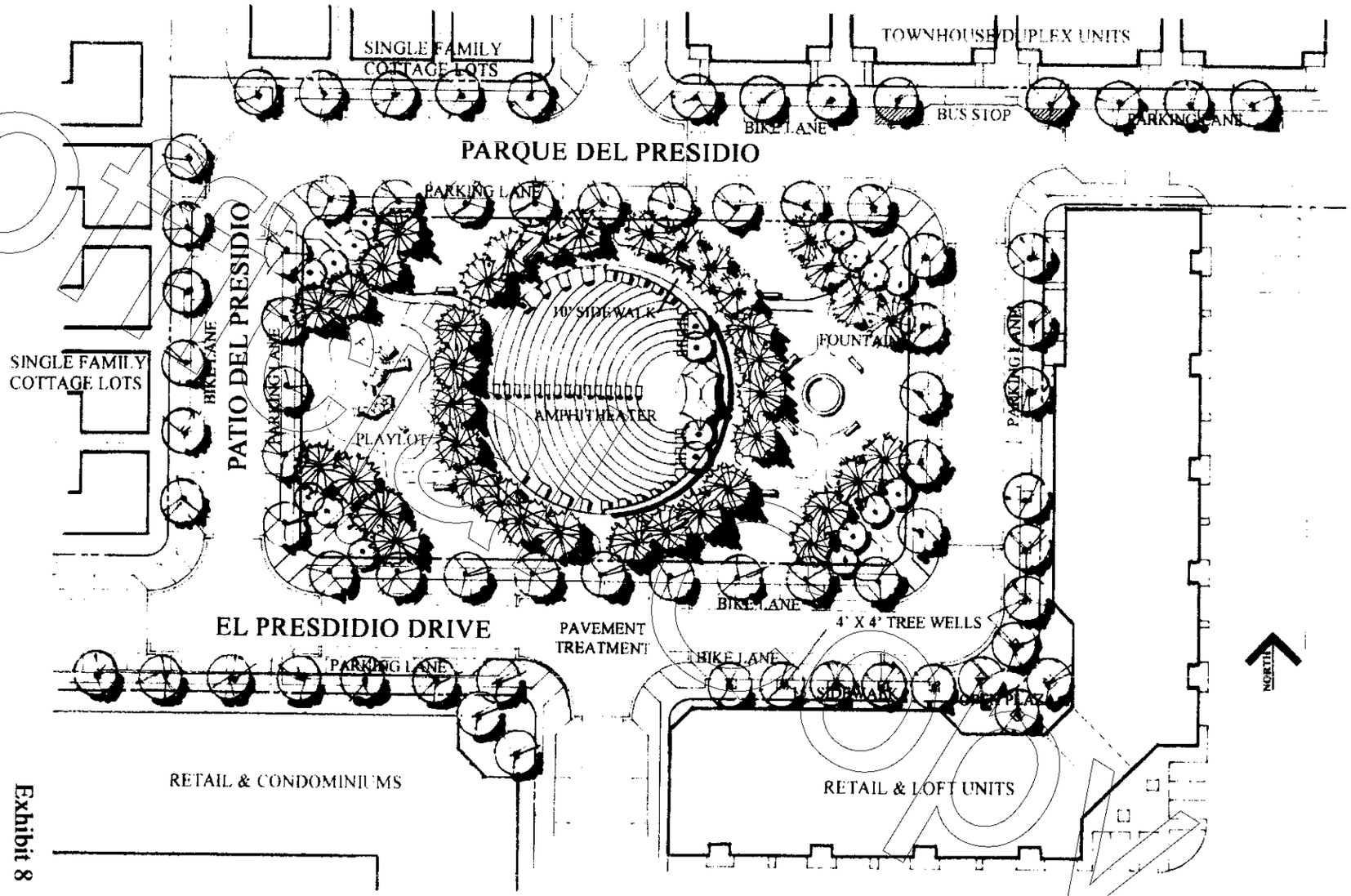


Exhibit 8

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Presidio In The Pines

Town Square Detail

Flagstaff, Arizona

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Date October 10, 2003
Project Number 10211

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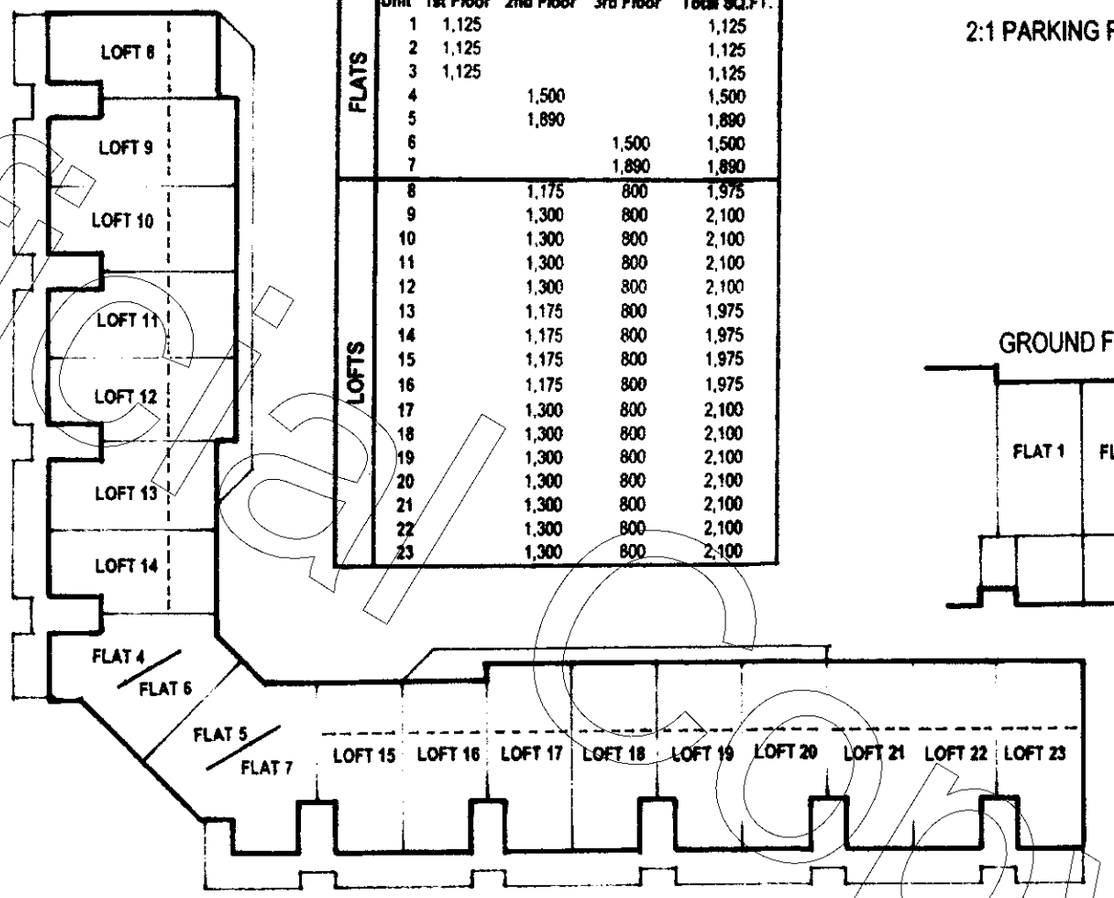
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Exhibit 9b

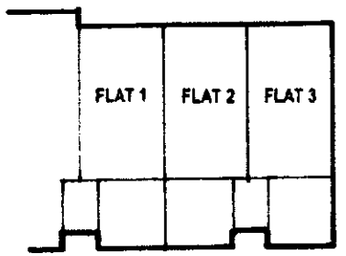
CONDOMINIUM UNITS					
	Unit	1st Floor	2nd Floor	3rd Floor	Total SQ.FT.
FLATS	1	1,125			1,125
	2	1,125			1,125
	3	1,125			1,125
	4		1,500		1,500
	5		1,890		1,890
	6			1,500	1,500
	7			1,890	1,890
LOFTS	8		1,175	800	1,975
	9		1,300	800	2,100
	10		1,300	800	2,100
	11		1,300	800	2,100
	12		1,300	800	2,100
	13		1,175	800	1,975
	14		1,175	800	1,975
	15		1,175	800	1,975
	16		1,175	800	1,975
	17		1,300	800	2,100
	18		1,300	800	2,100
	19		1,300	800	2,100
	20		1,300	800	2,100
	21		1,300	800	2,100
	22		1,300	800	2,100
	23		1,300	800	2,100

18 2-CAR GARAGES & 10 CARPORT SPACES

2:1 PARKING RATIO



GROUND FLOOR FLATS



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Presidio In The Pines

Condo Lofts & Flats Schematic Plan

Perlman

PERLMAN ARCHITECTS, INC.
6045 N. SCOTTSDALE RD. SUITE 105
SCOTTSDALE, AZ 85250

Flagstaff, Arizona

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Date: October 10, 2003
Project Number: 102211

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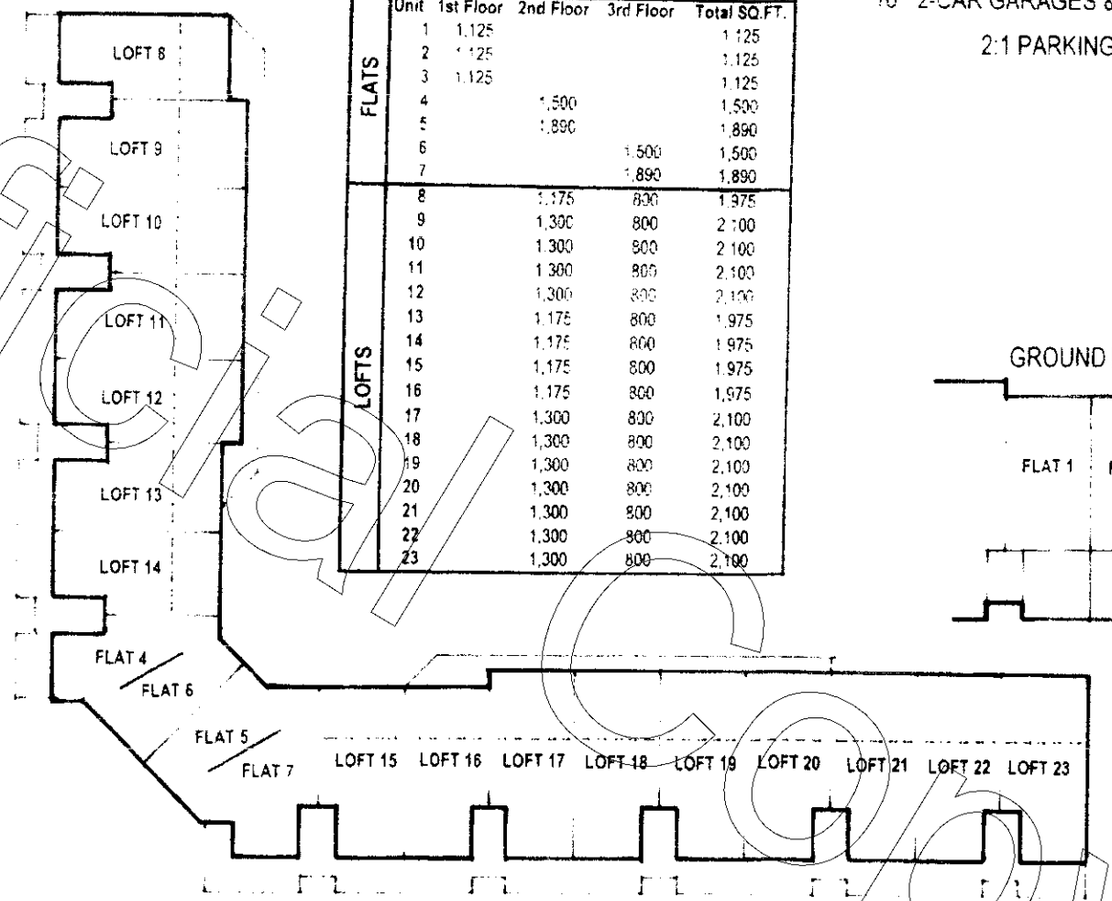
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Exhibit 9b

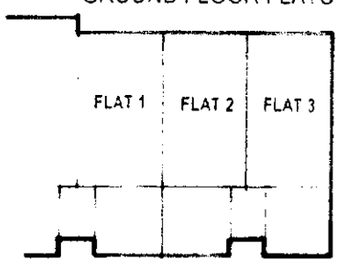
CONDOMINIUM UNITS					
	Unit	1st Floor	2nd Floor	3rd Floor	Total SQ.FT.
FLATS	1	1,125			1,125
	2	1,125			1,125
	3	1,125			1,125
	4		1,500		1,500
	5		1,890		1,890
	6			1,500	1,500
	7			1,890	1,890
LOFTS	8		1,175	800	1,975
	9		1,300	800	2,100
	10		1,300	800	2,100
	11		1,300	800	2,100
	12		1,300	800	2,100
	13		1,175	800	1,975
	14		1,175	800	1,975
	15		1,175	800	1,975
	16		1,175	800	1,975
	17		1,300	800	2,100
	18		1,300	800	2,100
	19		1,300	800	2,100
	20		1,300	800	2,100
	21		1,300	800	2,100
	22		1,300	800	2,100
	23		1,300	800	2,100

18 2-CAR GARAGES & 10 CARPORT SPACES

2:1 PARKING RATIO



GROUND FLOOR FLATS



THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO CHANGE

Presidio In The Pines

Flagstaff, Arizona

Condo Lofts & Flats Schematic Plan

Perlman

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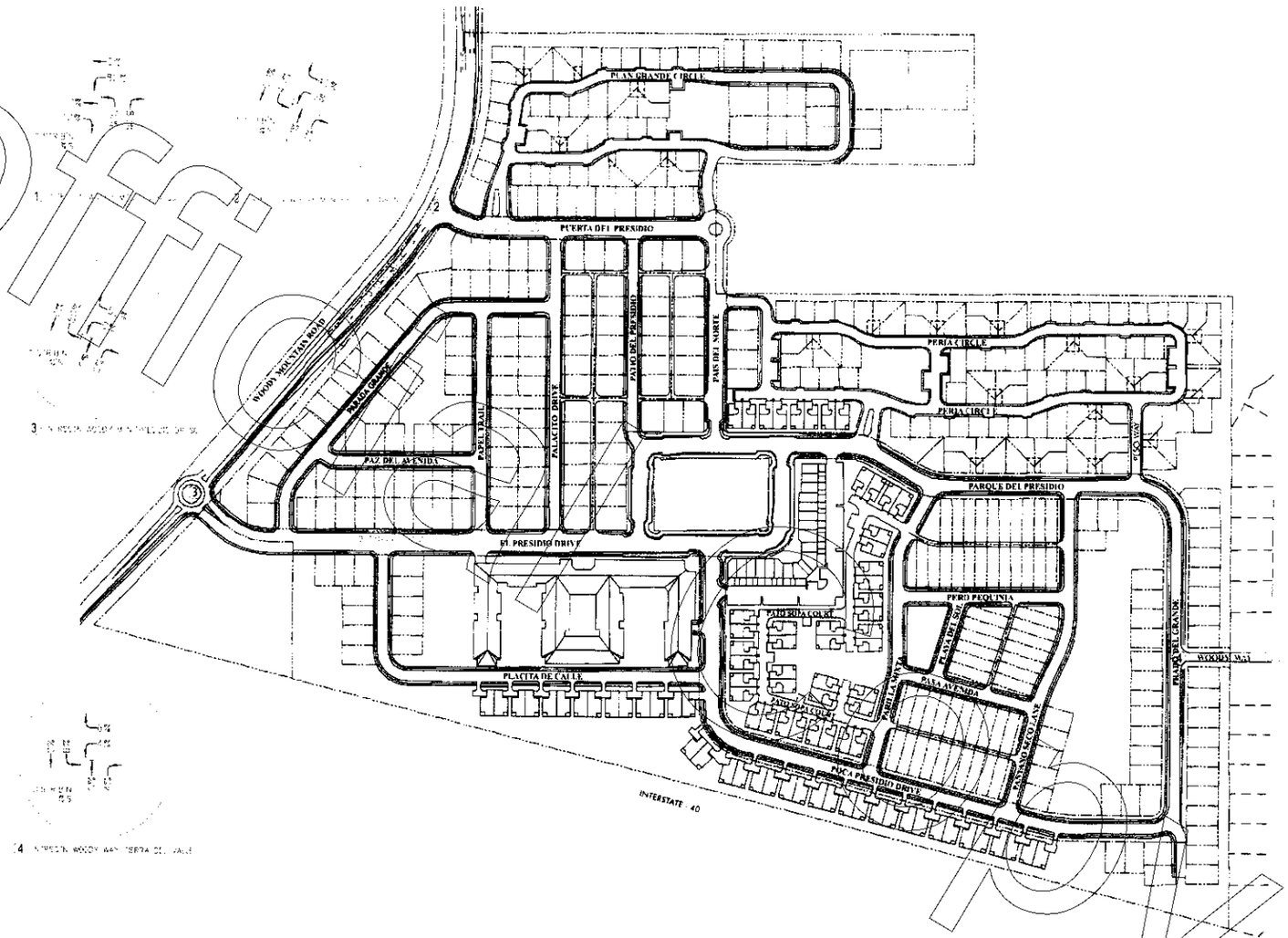


Exhibit 10

Presidio in the Pines

Traffic Distribution Analysis

Premiere Acquisitions LLC
Flagstaff, Arizona

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

North

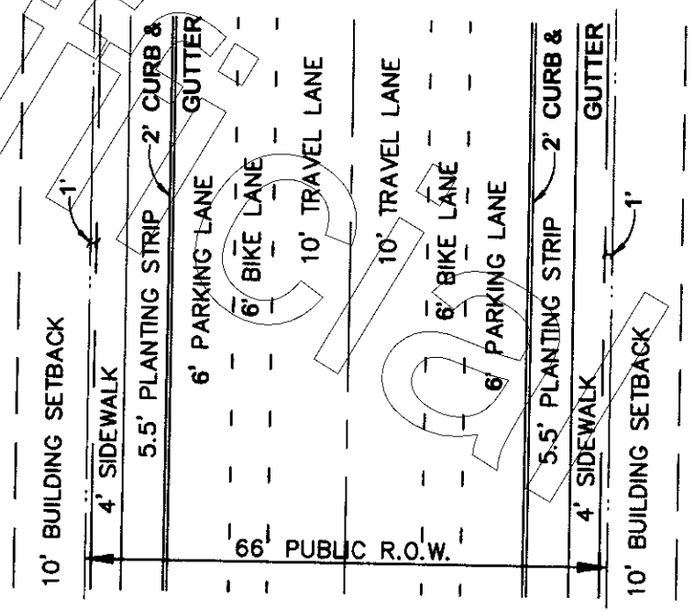
AZTEC

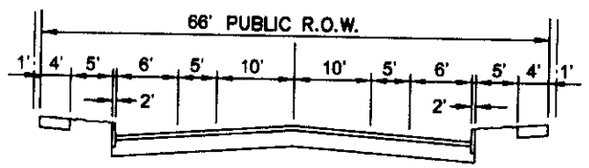
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Primary Streetscape

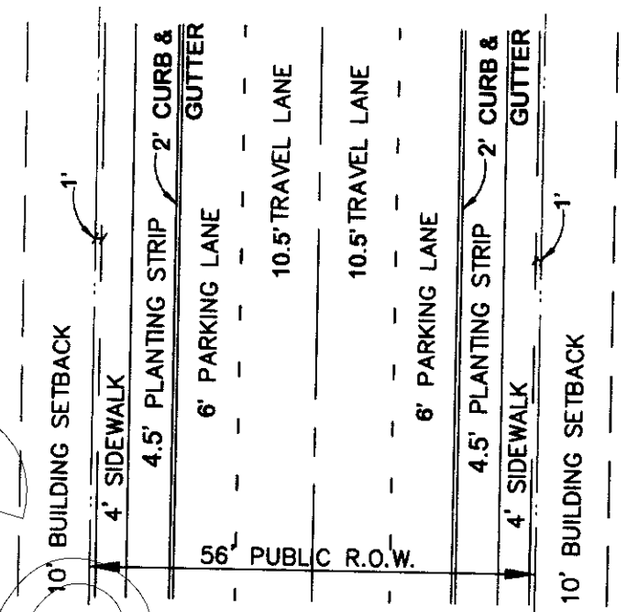
El Presidio Drive, Poca Presidio Drive,
Prado Del Grande, Parque Del Presidio
Patio Del Presidio

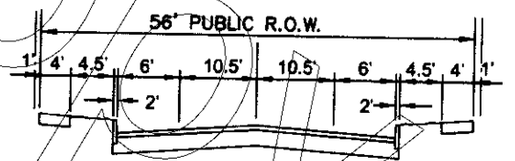




Secondary Streetscape

Puerta Del Presidio, Pais Del Norte





There are some variations to street pavemnt witdhs on Poca Presidio,
Prado Del Grande and Parque Del Presidio as illustrated here. Refer to tentative plat.

Exhibit 11a

Presidio In The Pines

Primary/Secondary St. Cross Sections

AZTEC

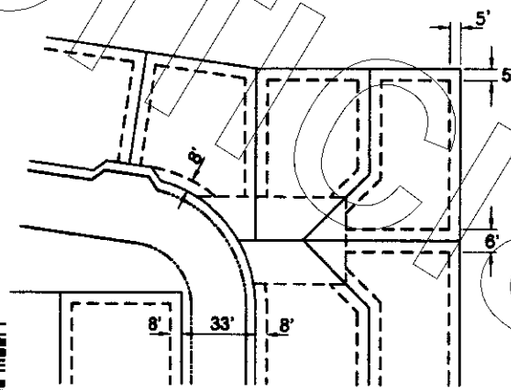
Flagstaff, Arizona

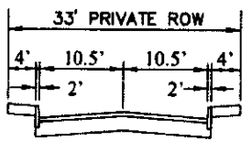
THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO CHANGE

Date: October 10, 2003
Project Number: 102211

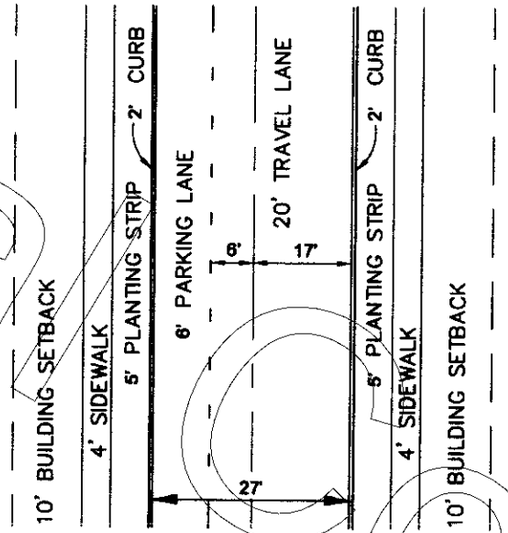
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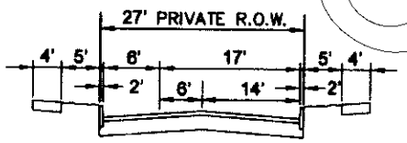
Typical Single Family Cluster Plan Grande Circle, Peria Circle, Peso Way



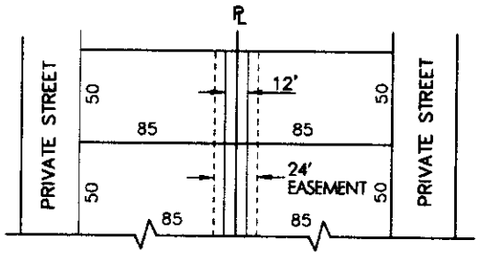


Private Streetscape





Rear Access Drive



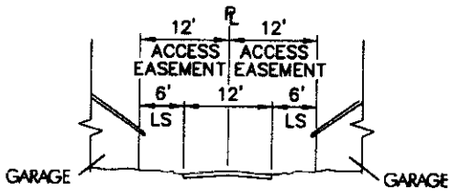


Exhibit 11b

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Presidio In The Pines

Street Cross Sections

Flagstaff, Arizona

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Date: October 10, 2003
Project Number: 102211

AZTEC

Exhibit 12

Presidio In The Pines

Conceptual Bus Stop

Flagstaff, Arizona

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Date October 10, 2001
Project Number 102211

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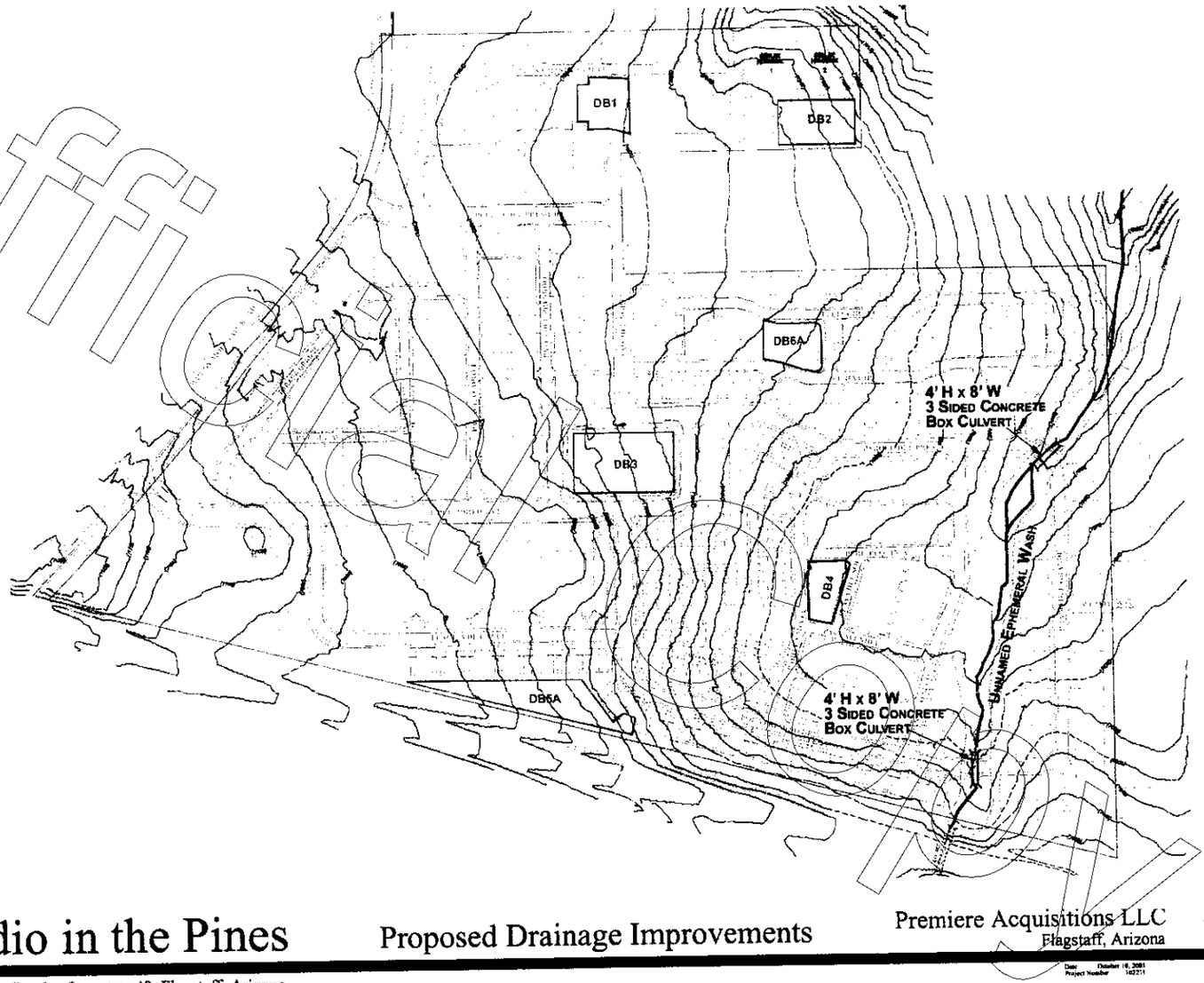


Exhibit 13

Presidio in the Pines

Proposed Drainage Improvements

Premiere Acquisitions LLC
Flagstaff, Arizona

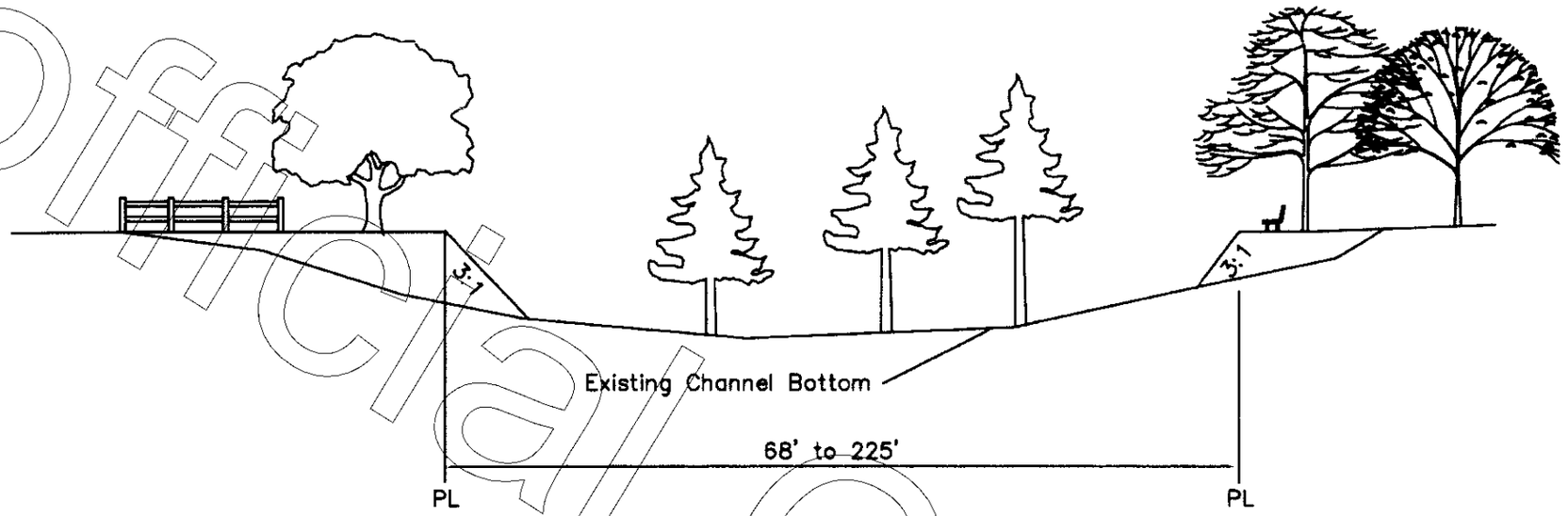
AZTEC

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

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Exhibit 14



TYPICAL CHANNEL SECTION
Unnamed Ephemeral Wash

Presidio In The Pines

Proposed Channel Cross Section

Flagstaff, Arizona

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Project Number: 102711

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Exhibit 15

Presidio In The Pines

Waters of the U.S. Channel Location

Flagstaff, Arizona

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Project Number: 102211

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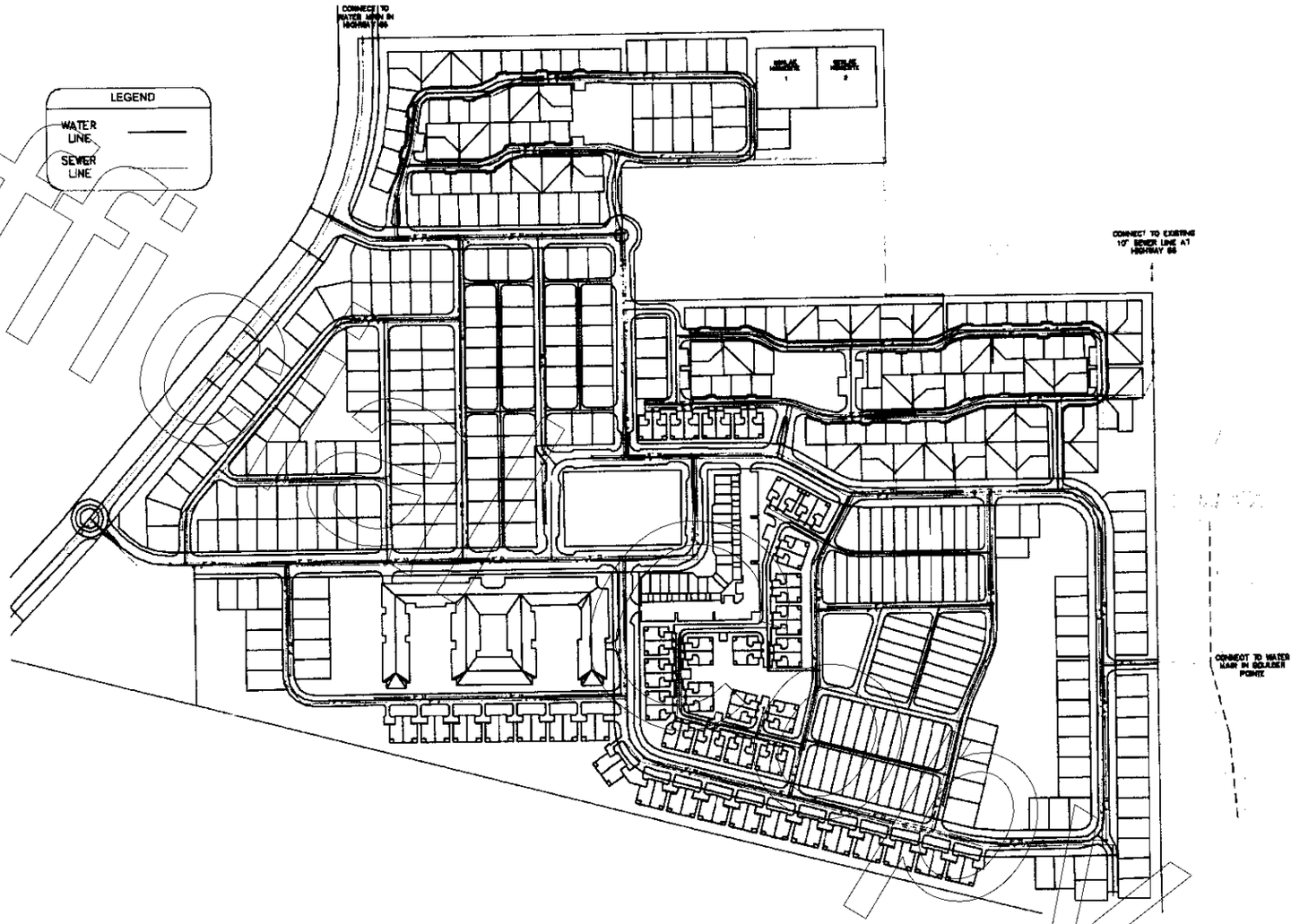


Exhibit 16

Presidio in the Pines

Proposed Water & Sewer Improvements

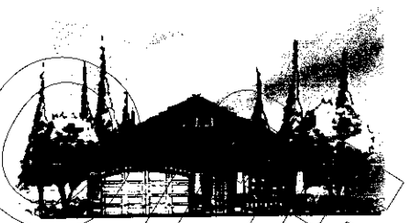
Premiere Acquisitions LLC
Flagstaff, Arizona

North

AZTEC

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

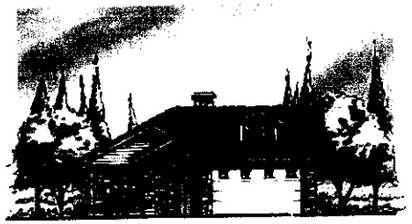
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UNIT 1 - FRONT ELEVATION



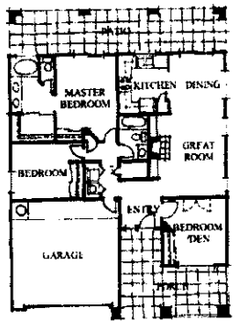
UNIT 2 - FRONT ELEVATION



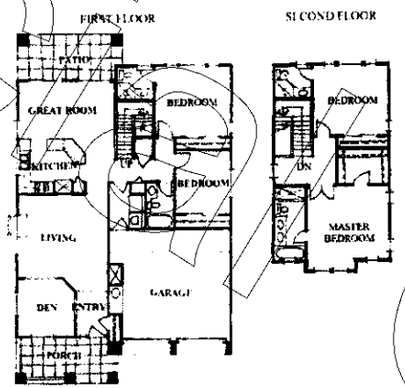
UNIT 3 - FRONT ELEVATION



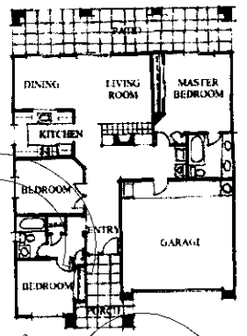
UNIT 4 - FRONT ELEVATION
REAR LOAD UNIT



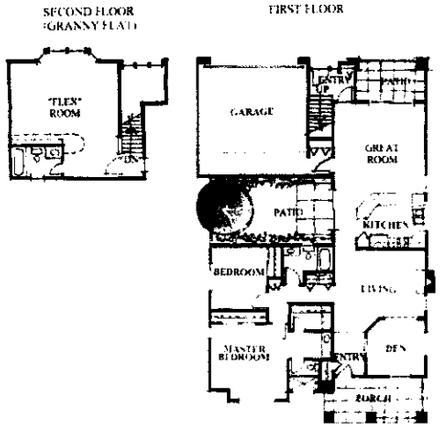
COTTAGE TYPE - UNIT 1



COTTAGE TYPE - UNIT 2



COTTAGE TYPE - UNIT 3



COTTAGE TYPE - UNIT 4
REAR LOAD UNIT

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Exhibit 17

Presidio In The Pines

Conceptual Cottage Type Units

Flagstaff, Arizona

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Project Number 102211

Perlman
PERLMAN ARCHITECTS, INC
6045 N. SCOTTSDALE RD. SUITE 105
SCOTTSDALE, AZ 85250

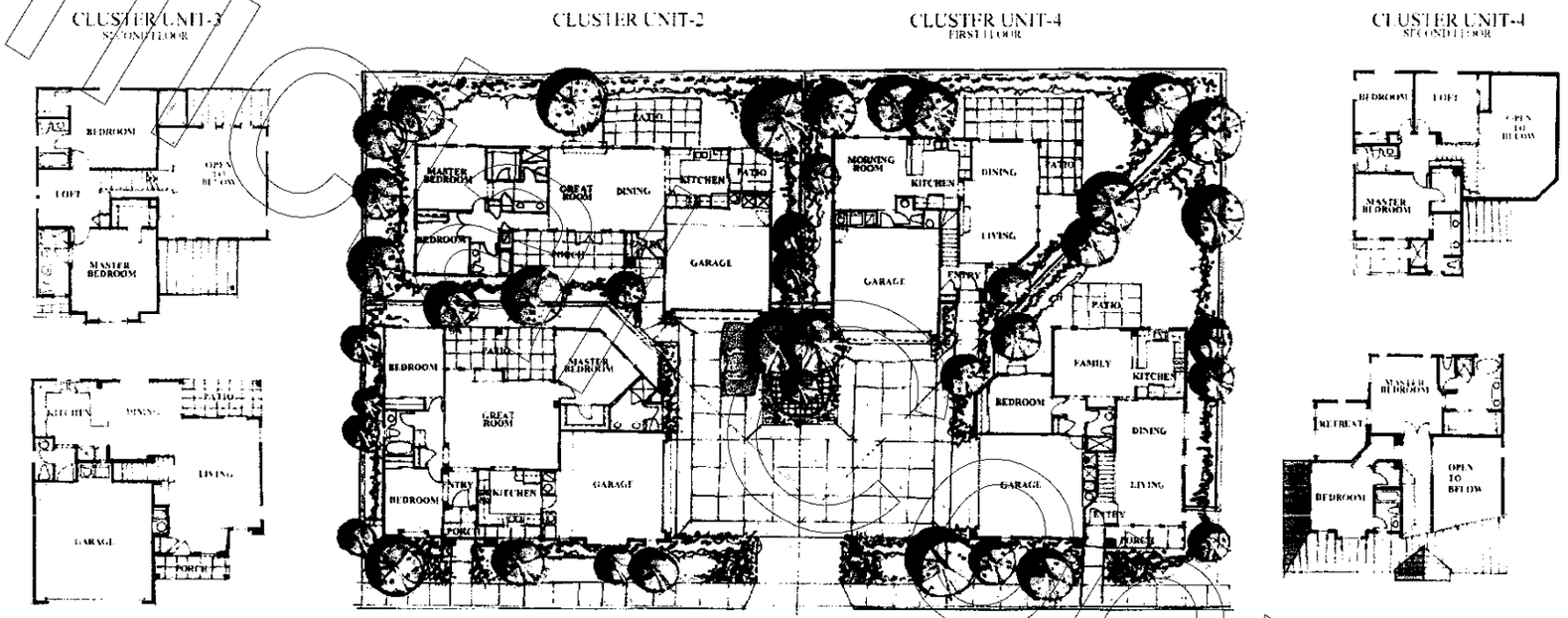
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UNIT 1 FRONT ELEVATION

TYPICAL STREET ELEVATION



CLUSTER TYPE UNIT - SITE PLAN

Exhibit 18
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Presidio In The Pines

Conceptual Cluster Type Units

Flagstaff, Arizona

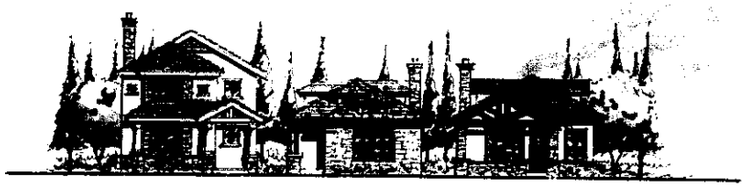
THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO CHANGE

Date: October 10, 2003
Project Number 102211

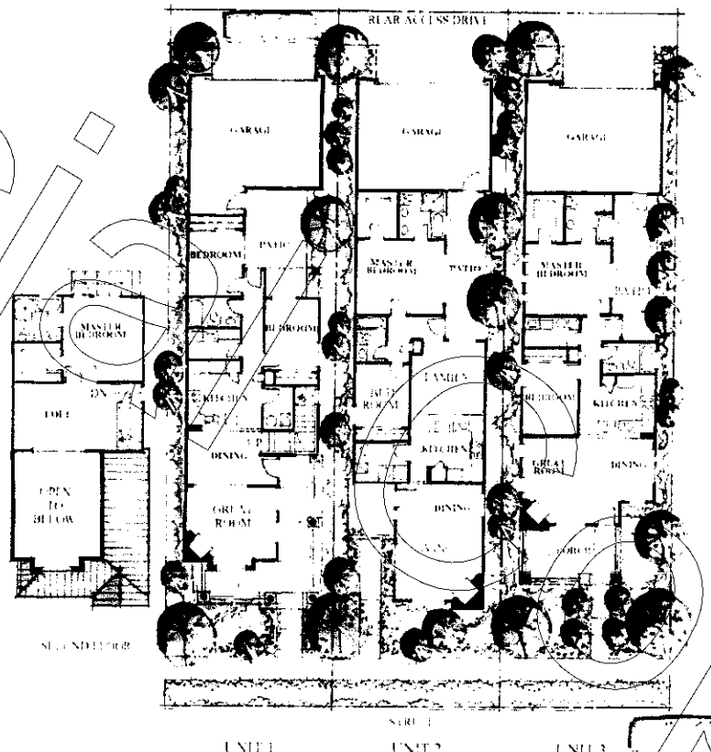
Perlman
PERLMAN ARCHITECTS INC
6645 N SCOTTSDALE RD SUITE 105
SCOTTSDALE, AZ 85250

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GARDEN UNITS TYPICAL STREET ELEVATION



GARDEN TYPE UNITS - SITE PLAN

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Exhibit 19

Presidio In The Pines

Conceptual Garden Type Units

Flagstaff, Arizona

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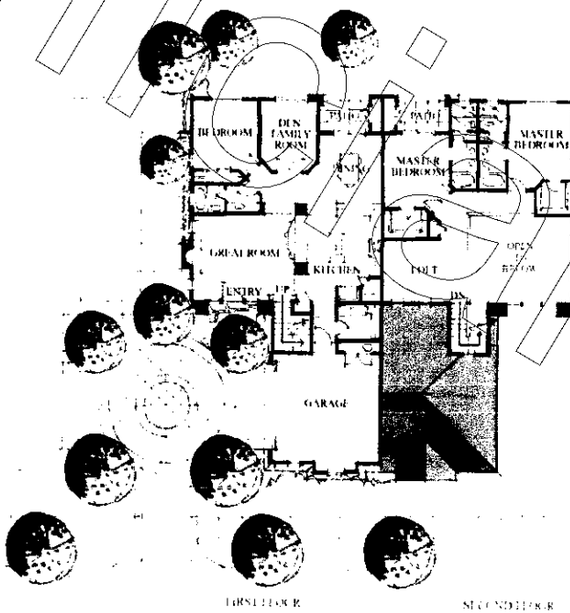
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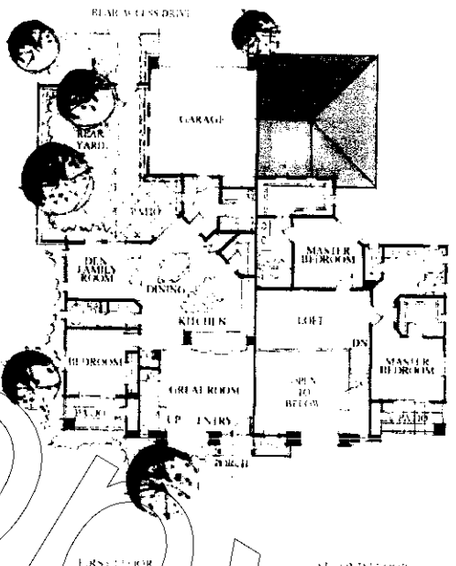
"FRONT ACCESS" TOWNHOUSE UNTS TYPICAL STREET ELEVATION
FRONT SIDE LOAD GARAGE



TOWNHOUSE UNITS TYPICAL STREET ELEVATION
REAR LOAD GARAGE



FRONT SIDE LOAD GARAGE



TOWNHOUSE TYPE UNITS - SITE PLAN

REAR LOAD GARAGE

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Exhibit 20

Presidio In The Pines

Conceptual Townhouse/Duplex

Flagstaff, Arizona

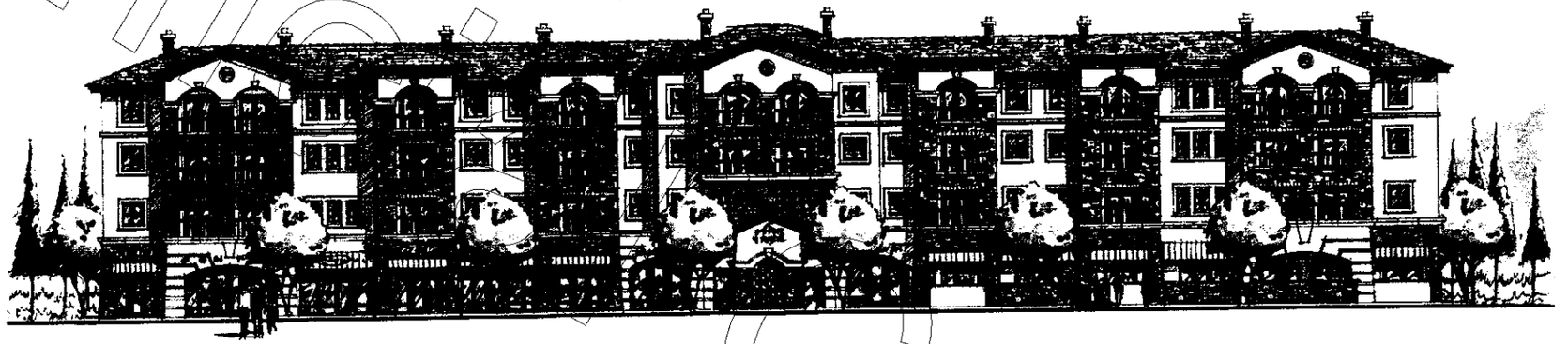
THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO CHANGE

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Project Number: 102211

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CONDOMINIUM UNITS - FRONT ELEVATION

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Exhibit 21

Presidio In The Pines

Conceptual Condominium Type Units

Flagstaff, Arizona

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Project Number: 102711

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SCOTTSDALE, AZ 85250

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Exhibit 22

Presidio in the Pines

Color & Material Options

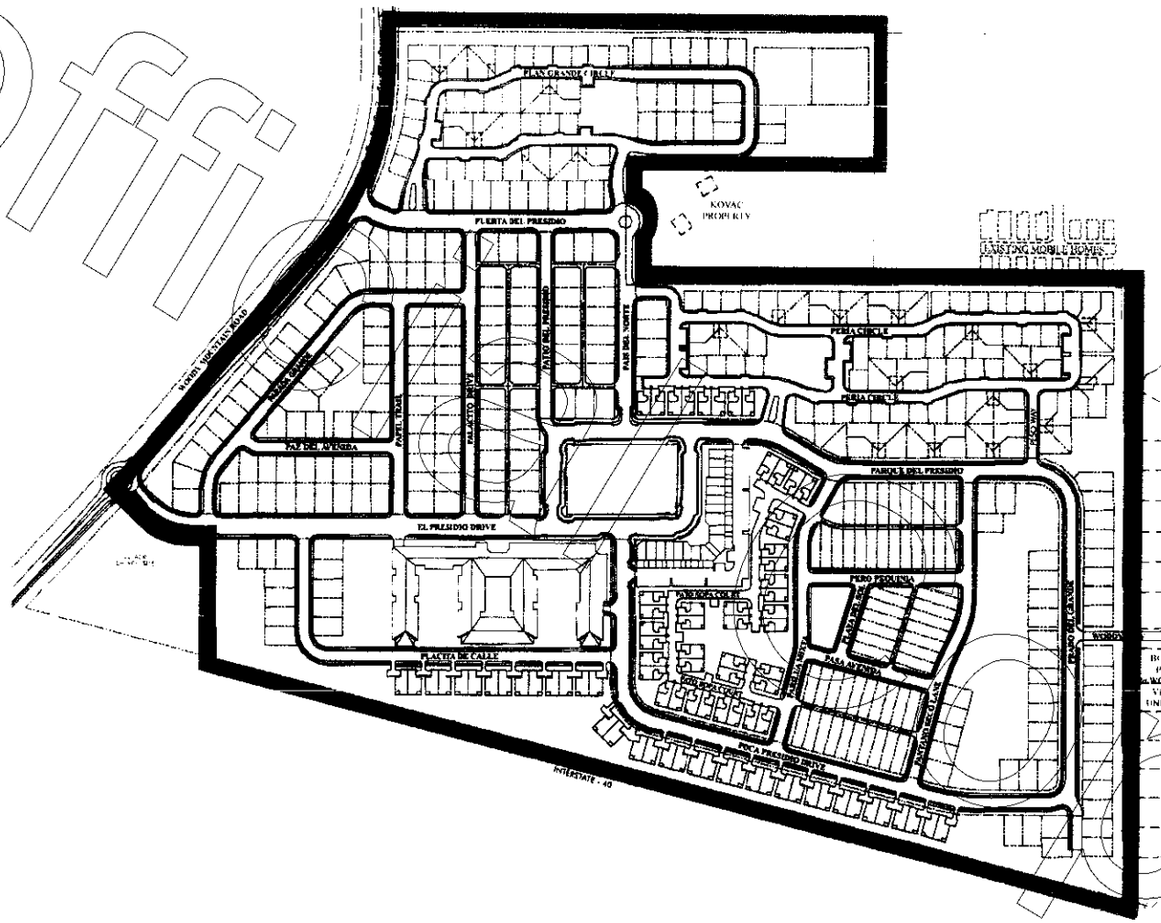
Premiere Acquisitions LLC
Flagstaff, Arizona

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

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Phase 1

Phase 2

Phase 3

Exhibit 23

Presidio in the Pines

Phase Map

Woody Mountain Road at Interstate 40, Flagstaff, Arizona

Premiere Acquisitions LLC
Flagstaff, Arizona

Perlman

Scale: 1" = 100'

North

100

Date: October 10, 2003
Project Number: 102211

Flagstaff Unified School District #1
3285 E. Sparrow Ave • Flagstaff, Arizona • 86004 • (928) 527-6000 • Fax (928) 527-6015

January 7, 2003

Mr. Tom Krause
Tierra Ridge Real Estate, Inc.
4650 N. Highway 89
Flagstaff Mall
Flagstaff, AZ 86004

RE: Presidio in the Pines Development

Dear Mr. Krause:

Fred Fennell, Transportation Director and I have reviewed the plans for the development located at Woody Mountain Road and I40. While it appears the district can expect a number of students from the development, the local schools in the area have adequate capacity. The concerns of Flagstaff Unified School District are related to busing. These concerns have been addressed with bus stop pull out areas and your assurance that these can be located to minimize risks to students. You have indicated a willingness to work with the District if these areas need to be modified.

Current attendance assignments are Flagstaff Middle and Flagstaff High Schools for grades 7 through 12. Grades K through 6 need to be clearly assigned to either DeMiguel or Kinsey Elementary Schools, the development lies right on the current boundary between these two schools.

Flagstaff Unified School District has no objection to the development of this project.

If you have any further questions, please contact me.

Sincerely,

Judith G. Lee
Executive Director
Business & Support Services

C: Fred Fennell, Director of Transportation

Governing Board: **President** — Julianne Hartzell • **Vice-President** — Judith Wilson • **Members** — Florence Karlstrom, Mary Lord, Gary Pearlmutter
Administration: **Superintendent** — Larry R. Bramblett • **Associate Superintendent** — Kevin J. Brown, Ed.D. • **Assistant Superintendent for Curriculum and Instruction** — Judith M. Coates, Ph.D. • **Executive Director for Business and Support Services** — Judith G. Lee
Director of **Marketing and Public Information** - Mitchell A. Strohman

Exhibit 24

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PRESIDIO IN THE PINES

91 Acre Development Project

Analysis Completed Oct 2003

Public Water & Sewer Impact Analysis

Prepared by the City of Flagstaff Utilities Department

Mayor

Joseph C. Donaldson

Council

Art Babbott
Joe Haughey
Libby Silva
Karen K. Cooper
Kara Kelty
Al White

City Manager

Dave Wilcox

Utilities Director

Ron Doba

City Engineer

Ronald D. Spinar, P.E.

Public Works Director

William Menard

Wayne R. Troxler, P.E.
Arizona Registrant #30414

Exhibit C

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I. INTRODUCTION

Presidio in the Pines is a mixed use Master Planned Subdivision located in the western portion of west Flagstaff, off of Woody Mountain Road and just north of Interstate 40. More specifically, the subdivision is bordered on the East by Boulder Point at Woodlands Village, on the West by Woody Mountain Road, on the South by Interstate 40, and on the North by Wildwood Hills & Woody Mountain Campground. This project consists of developing 91 acres with 788 total units. The proposed development is within the urban service boundary, and has the ability to be serviced with City utilities, per City of Flagstaff Engineering Standards.

The "Presidio in the Pines" Tentative Plat, as submitted by AZTEC (Sealed 7/22/03) for approval at the Development Review Board meeting of July 31, 2003, was used as the basis for this analysis.

The City of Flagstaff Engineering Standards were utilized to determine the flow characteristics for this project.

This water impact study is considered valid for a period of one year from the completion date in October 2003.

II. ANALYSIS SUMMARY

Onsite modifications indicated by the analysis are:

Sewer: the 8" sewer line serving the subdivision that leaves the property between lots 105 and 107 off of Verde Mesa Circle should be increased to 10".

Water: none

Offsite modifications indicated by the analysis are:

Sewer: the 8" sewer line serving the subdivision that runs through the proposed easement to Rt 66 should be increased to 10". Approximately 4,211 feet of existing 10" & 8" sewer starting at manhole 2A-324 through manhole 2A-147 must be upsized to 24" and approximately 1,896 feet of 15" & 12" sewer starting at manhole 2A-059 through manhole 2A-949 must be upsized to 27".

Water: the 12" water line on Rt 66 must be extended approximately 4,100 feet as a 12" line West on Rt 66 and South on Woody Mountain Road. An additional 1 M gallon storage tank must be constructed at the RR Springs tank site.

III. WATER SYSTEM ANALYSIS

A. EXISTING WATER SYSTEM

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This subdivision will be in the new water pressure zone "D", fed from the RailRoad Springs tank that can provide water up to an elevation of about 7100'. There are currently two locations available to tie into this zone: an 8" line coming from Boulder Pointe and a 12" line at the SE corner of the site coming from Boulder Point. There is another 12" line on Rt 66, but it is not adjacent to the property. There is adequate pressure but not adequate capacity in the RR Springs tank to support this subdivision. The tank is a 1 M gallon tank but all of the capacity is already allocated. Your anticipated demand will require construction of an additional tank.

Although the Flagstaff long term plan calls for an extension of the Rt 66 waterline past Woody Mountain Road, is has not been programmed so is at least 10 years out.

City Engineering Standards require that this impact study shall include not only this proposed development but also the anticipated growth into adjacent tracts. Any on- or offsite improvements or resizing addressed include this additional required capacity.

B. PROPOSED WATER SYSTEM EXTENSIONS

The developer is proposing and will be required to provide a looped water system by extending the Rt 66 waterline from the current dead-end line on Rt 66 to a portion of Woody Mountain Road to have a second & third supply point on the West end of the subdivision. This extension will be approximately 4100' of 12" line.

The analyzed piping network is consistent with the level of detail shown on the Tentative Plat Submittal. Any deviations from the current layout will need the approval of the City of Flagstaff's Community Development Department (Private Development Division) and the Utilities Department and perhaps the Development Review Board. The internal network of water lines shall be constructed as 8" (minimum) pipes.

C. WATER SYSTEM DEMANDS

The following criterion was utilized in determining the node demands.

Persons per Dwelling Unit = 2.5 for multi family
3.5 for single family
Dwelling Units = 788: 337 multi family
451 single family

Fire Flow = 1000 gpm residential (1 & 2 family residences)
1500 gpm multi family residential

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Water Demand = 100 gal/cap/day (gcd) average
250 gcp peak

Plan for average demand of about 242,100 gpd, with an estimated peak demand of about **605,250 gpd**.

Analysis was conducted using a fire flow of 1000 gpm and a peak hour domestic demand of 420 gpm. Required fire flow, per the City of Flagstaff Engineering Standards, in a 1 & 2 family residential subdivision is 1000 gpm. Please refer to a copy of the Tentative Plat (not included), dated (7/22/03), for the specific layout of this system.

D. WATER SYSTEM ANALYSIS RESULTS

There is not adequate capacity in the existing RR Springs tank to support this development therefore an additional tank must be constructed on the RR Springs tank site. Tanks are sized by average daily use plus fire flows. Your average daily demand is 242,100 gallons, and the fire requirement of 1500 gpm (multifamily locations) for 2 hours is 180,000 gallons, so you will need to construct at least 422,100 gallons of tankage. Because the City plans require a duplicate 1,000,000 gallon tank, they will participate for the difference between your 242,100 gal and 1,000,000 gal.

Results of the analysis showed that the worst-case minimum **residual pressure onsite** with peak demand plus fire flow was 24 psi at the elevation of approximately 7100'. This elevation occurs at the church property on the SW corner of the subdivision, which is located on the west end of Presidio Drive South. This minimum residual pressure within the development is above the City Engineering Standards minimum residual pressure of 20 psi.

The **static pressure onsite** ranges between 97 psi and 145 psi. The 97 psi reading occurs at an elevation of approximately 7100' at the church site. The lowest static pressure reading of 97 psi is above the City Engineering Standards minimum static pressure requirement of 40 psi.

The results of this analysis conclude that the analyzed system satisfies the City of Flagstaff Engineering Standards for fire flow and domestic demands. It should also be noted that Pressure Reducing Valves shall be installed on all water services located within this project because of the high range (97 to 145 psi) of static water pressures.

IV. SEWER SYSTEM ANALYSIS

A. EXISTING SEWER SYSTEM

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The nearest sewer that allows for gravity flow from this site is located alongside Rt 66 to the North East of the site as shown on the tentative drawing. This existing 10" VCP trunk line does not have sufficient capacity to convey all anticipated sewage flows generated by this site. The sewage carried in this line, even when your flows are included, does have the capability of being treated at the Rio de Flag Reclaim Water Treatment Plant, or flows can bypass this plant and be conveyed down stream to the Wildcat Hill Wastewater Treatment Plant for treatment. The Rio de Flag Reclaim Water Treatment Plant is currently operating at less than half of its capacity.

City Engineering Standards require that this impact study shall include not only this proposed development but also the anticipated growth into adjacent tracts. Any on- or offsite improvements or resizing addressed include this additional required capacity.

B. PROPOSED SEWER SYSTEM EXTENSIONS

This entire subdivision can gravity flow waste through permanently dedicated public sewer mains (8" minimum). The project is required to extend public sewer lines adequate to carry all anticipated contributory flows generated by the future residents of this subdivision, as well as, any potential flows from upstream sources. The developer has proposed an easement line to join the subdivision to the existing line on Rt 66 that will pass through the adjacent property as shown on the plat. Likewise the infrastructure design process shall take into consideration exactly how much sewage will enter the public system at peak discharge to insure adequate piping capacity of the existing gravity sewer system in which the flows will be conveyed to the trunk line.

The onsite sewer system was not analyzed as a part of this report and shall be addressed in the Engineer's Design Report. This work shall be consistent with the requirements called out in the City of Flagstaff Engineering Standards.

It is a requirement that, first, every effort be made to locate all public sewer mains within the right-of-way/roadway (public or private) and secondly within a dedicated public utility easement as necessary to serve this community. Accessibility for maintenance purposes is a high priority of this department.

C. SEWER SYSTEM DEMANDS

The following criteria were used to determine the anticipated wastewater generation for the project.

Presidio:

Persons per Dwelling Unit = 2.5 for multi family
3.5 for single family

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Dwelling Units = 788: 337 multi family
451 single family
Loading Criteria = 75 gcd
Peaking Factor = 2.15

Rio Homes will likely contribute an average of about 181,575 gpd, with an estimated peak flow of **390,386 gpd**.

Expansion Area West of Woody Mt Rd:

Approximate drainage area: 45 ac
Loading Criteria = 27 people per acre
@ 75 gcd
Peaking Factor = 2.35

Plan for possible contribution of about 90,787 gpd, with an estimated peak flow of about **213,350 gpd**.

Flow to be added to metered flows due to incomplete build out of both Railroad Springs and Boulder Point as of September 2003

Estimated build out of RR Springs: 75% @ 75% occupancy
Estimated peak flow = 660,000 gpd
Increase to metered flow = **288,750 gpd**

Estimated build out of Boulder Point: 75% @ 50% occupancy
Estimated peak flow = 114,000
Increase to metered flow = **71,250 gpd**

D. SEWER SYSTEM ANALYSIS RESULTS

There is not adequate capacity in the existing wastewater collection system for the proposed development. Knowing this, the City of Flagstaff had 5 meters set to record flows in the section of the line that we anticipated capacity problems. Flows were calculated and added to the metered results based on the incomplete build out of two major developments that also feed into this line. These flows were calculated by taking a percentage of the anticipated flows recorded in their respective sewer impact studies based on current occupancy. Also added were the anticipated flows from the area West of Woody Mountain Road that will also drain through this basin when developed. All proposed extensions within the project limits must be constructed to accommodate full build-out of the entire drainage basin.

The approximately 2,183 feet of easement line connecting the subdivision with the existing line in Rt 66 should be upsized to 10" to accommodate the future development West of the property. This is a recommendation, not a requirement.

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The proposed easement line will connect to the existing 10" line in Rt 66 at or in the vicinity of manhole 2A-327. From this point on, for approximately 4,211 feet, the existing 10" line, and 1 reach of 8" line, is undersized with inadequate capacity to handle the additional flow and must be upsized to 24". This is in accordance with the City's future plan, and this project is in fact already in the City's Capital Improvement Program. It is tentatively scheduled for budget year 2010.

Also, from manhole 2A-059 through manhole 2A-949 for approximately 1,896 feet, the existing 15" line, with a short segment of 12" line, is undersized and must be upsized to 27". This is in accordance with the City's future plan, and this project is also already in the City's Capital Improvement Program. It is tentatively scheduled for budget year 2013.

V. CONCLUSIONS

Significant offsite infrastructure improvements to water lines, storage tanks, and sewer lines as detailed above are required of this development. The City of Flagstaff will provide water and sewer service to this site upon acceptance and dedication of all required public improvements. The findings of this analysis indicate that the completion of the Presidio in the Pines project can comply with the public water and sewer infrastructure requirements as outlined in the current City of Flagstaff Engineering Standards. Deviations from the intent shown on the Tentative Plat will require additional review and must gain full Development Review Board approval.

Encl: Gross Calculations
Water Flow
Water Map
Sewer Flow
Sewer Maps

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Water and Sewer Gross Flow Calculations

	water					
Units	Occupancy	# people				
337	2.5	842.5				
451	3.5	1578.5	ave flow/da	peak flow/day		
		2421	242100	605250	peak gph	
					25218.75	peak gpm
						420.3

	sewer			
Units	Occupancy	# people		
337	2.5	842.5		
451	3.5	1578.5	ave flow/day	
		2421	181575	peak gpd
				390386.3

2421 people		
/		
91 acres		
=		
27	people per acre	
	ave flow/day	
1210.5	90787.5	peak gpd
		213350.6

flow from undeveloped land

Boulder Pointe:		71,250	peak gpd
		49	gpm

RR Springs		288750	peak gpd
		201	gpm

Sewer Flow through subdivision lateral				
from Presidio		390,386	271.1014	0.604058
N of Woody Mt Road:		213,350		
		603,736	gpd	
		419	gpm	

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Water Flow Calculations

@1950

Seg Number	Seg length	#8" pipes	# π	eq pipe size	length	loss factor /1000'	loss, FT	Press @ top of seg
					entry pressure (7324-7038)/2.304 =			124.1
1	300	1	16	8	0.3	90	41.4	82.7
2	700	4	256	16	0.7	3.3	2.31	80.4
3	750	6	576	20	0.75	1.2	0.9	79.5
4	900	3	144	14	0.9	6	5.4	74.1
5	1120	5	400	16	1.12	3.3	3.696	70.4
6	600	4	256	16	0.6	3.3	1.98	68.4
7	700	2	64	12	0.7	14	9.8	58.6

entry elevation= 7038
RR Tank elvation= 7324
High Point elevation= 7100

97.2

High point pressure @ seg 7 (58.6-(7100-7020)/2.304)= 145.0

Low point pressure @ seg 7 (58.6-(7100-7020)/2.304)= 23.9

Supply from 12" on Rt 66 @ 1950

entry pressure (7324-7020)/2.304 = 131.9

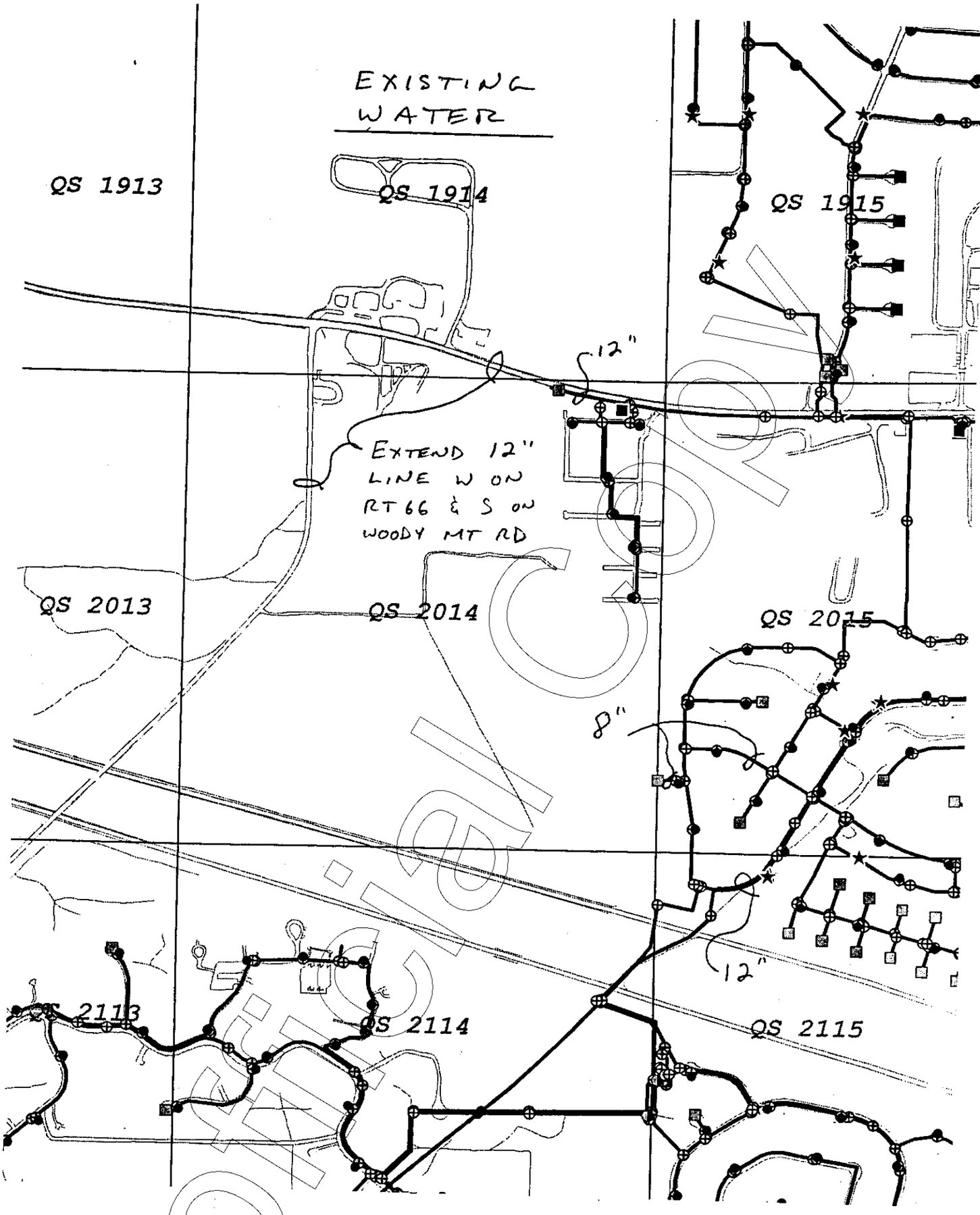
2800	8	2.8	90	266.4	-134.5
2800	12	2.8	14	39.2	92.7

Static Pressures

entry elevation=	7020	high point pressure
RR Tank elvation=	7324	97.2
High Point elevation=	7100	
low point elevation=	6990	low point pressure
		145.0

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Sewer Flow Calculations

Node	u/s M/H #	invert elev	reach lenth	slope	pipe size		peak flow, metered depth"		meter'd peak, GPM	est'd flow GPM	est. peak, gpm	est. peak, cfs	Q	q/Q	d/D	d	% full	flow cap	
					inches	feet	inch	feet											
	Easement line		1300	0.005	8	0.67		0.00		419	419	0.9	0.85	1.10	1.00	0.67	100		flow incl exp area
	Easement line			0.005	8	0.67					271	0.6	1.2	0.50	0.50	0.33	49		flow w/o exp area
try 10" pipe			4308	0.005	10	0.83					419	0.9	1.6	0.58	0.55	0.46	55		if change to 10" pipe
	329	6990	396	0.01068	10	0.83				50	469	1.0	2.3	0.45	0.47	0.39	47		
	328	off topo	418	0.011	10	0.83					469	1.0	2.3	0.45	0.47	0.39	47		
	327	off topo	446	0.0086	10	0.83				50	519	1.2	2	0.58	0.55	0.46	55		
	326	off topo	460	0.004	10	0.83				14	533	1.2	1.4	0.85	0.70	0.58	70		
	325	off topo	272	0.0257	10	0.83				14	547	1.2	3.5	0.35	0.43	0.36	43		
	324	off topo	349	0.0024	10	0.83				14	561	1.3	1.1	1.14		0.00			over full
	323	off topo	215	0.0024	10	0.83				14	575	1.3	1.1	1.16		0.00			over full
	322	off topo	91	0.0024	10	0.83				14	589	1.3	1.1	1.19		0.00			over full
	335	off topo	56	0.0024	10	0.83				14	603	1.3	1.1	1.22		0.00			over full
	321	off topo	450	0.0024	10	0.83				14	617	1.4	1.1	1.25		0.00			over full
	320	off topo	296	0.0024	10	0.83				14	631	1.4	1.1	1.28		0.00			over full
	345	off topo	54	0.0024	10	0.83				14	645	1.4	1.1	1.31		0.00			over full
	319	off topo	85	0.0024	10	0.83				14	659	1.5	1.1	1.33		0.00			over full
add in BP flow										49									
	318	off topo	262	0.0024	10	0.83					708	1.6	1.1	1.43		0.00			over full
	317	off topo	118	0.0024	10	0.83				5	713	1.6	1.1	1.44		0.00			over full
1	2A-316	off topo	340	0.0024	10	0.83	4.18	0.35	245		713	1.6	1.1	1.44		0.00			over full
add in RR flow										201									
	360	6944	94	0.0028	10	0.83					914	2.0	1.1	1.85		0.00			over full, under capacity
				0.0028	24	2.00					914	2.0	12	0.17	0.29	0.58	29	14.15	verify size
	359		92	0.003	10	0.83					914	2.0	1.2	1.70		0.00			over full, under capacity
	358		377	0.003	10	0.83					914	2.0	1.2	1.70		0.00			over full, under capacity
	357		430	0.003	10	0.83					914	2.0	1.2	1.70		0.00			over full, under capacity
	356		248	0.0083	10	0.83					914	2.0	2	1.02		0.00	100		over full, under capacity
	355		95	0.0034	10	0.83					914	2.0	1.3	1.57		0.00			over full, under capacity
	354		99	0.0034	10	0.83					914	2.0	1.3	1.57		0.00			over full, under capacity

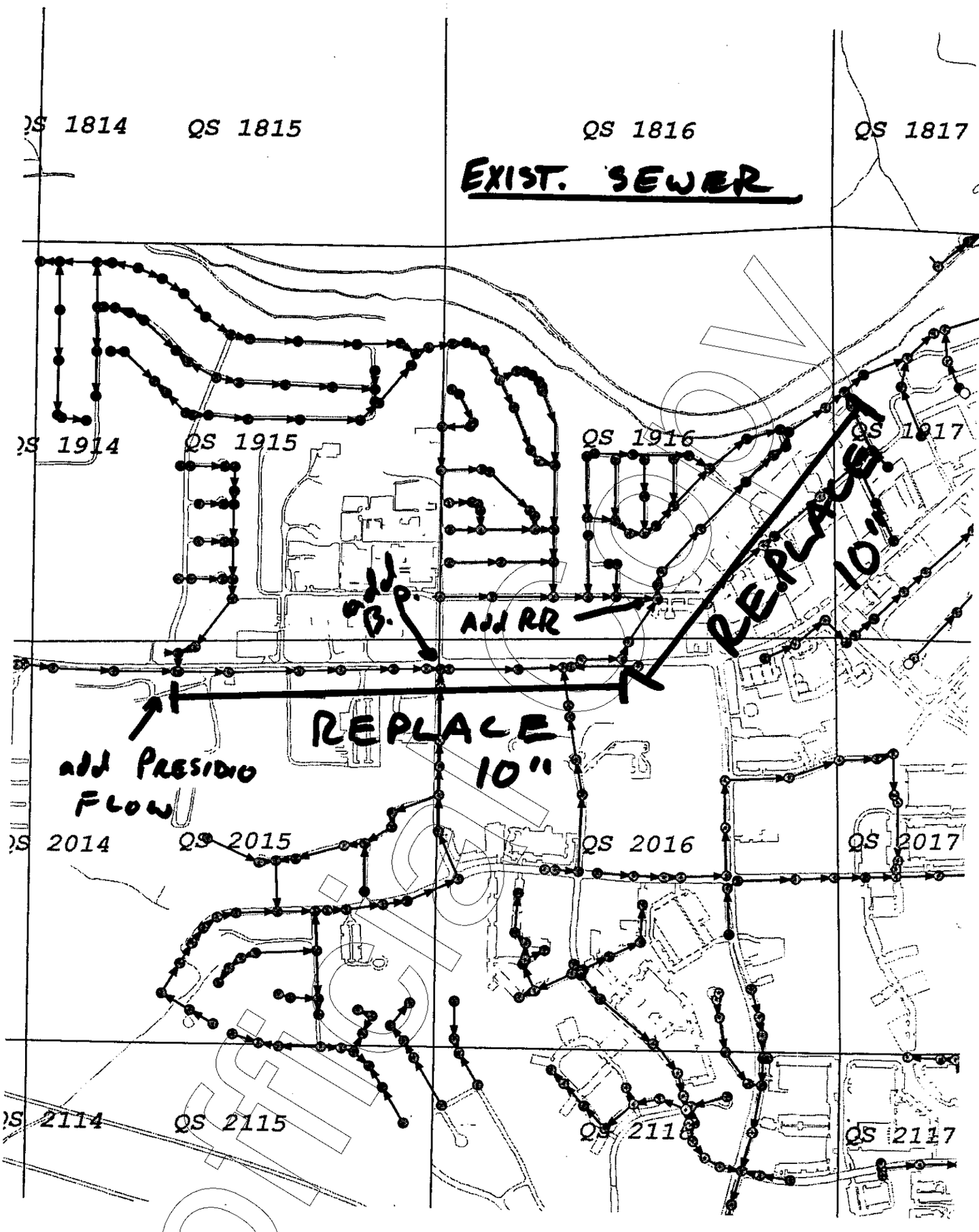
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Node	u/s M/H #	invert elev	reach lenth	slope	pipe size		peak flow, metered depth"		meter'd peak, GPM	est'd flow GPM	est. peak, gpm	est. peak, cfs	Q	q/Q	d/D	d	% full	flow cap	
	384		291	0.0035	10	0.83					914	2.0	1.3	1.57		0.00			over full, under capacity
2	2A-203		159	0.0053	8	0.67	3.1	0.26	197		914	2.0	0.9	2.26	0.73				over full, under capacity
	147				24	2.00													
3	2A-079			0.001	24	2.00	5.02	0.42	423		1140	2.5	22	0.12	0.24	0.48	24		
	059	6889	31	0.003	15	1.25				74.9	1215	2.7	3.5	0.77		0.00			
	080		330	0.003	15	1.25				74.9	1290	3.0	3.5	0.86	0.67	0.84	67		
	085		330	0.003	15	1.25				74.9	1365	3.0	3.5	0.87	0.73	0.91	73		under capacity
4	2A-089		25	0.003	15	1.25	8.68	0.72	648		1365	3.0	3.5	0.87	0.73	0.91	73		under capacity
	090		164	0.003	15	1.25					1365	3.0	3.5	0.87	0.73	0.91	73		under capacity
	091		300	0.003	15	1.25				426.5	1791	4.0	3.5	1.14					under capacity
5	2A-093		349	0.005	15	1.25	11.7	0.98	1074		1791	4.0	4.6	0.87	0.73	0.91	73		under capacity
			325	0.003	15	1.25						4.0	3.5	1.14					under capacity
	097		38	0.003	15	1.25						4.0	3.5	1.14					under capacity
	097*			0.003	12	1.00						4.0	2	2.00					under capacity
	949	6887										4.0	6.5	0.62	0.57	0.00			
					20	1.67		0.00			2500	5.6	13.5	0.41	0.45	0.75	45		

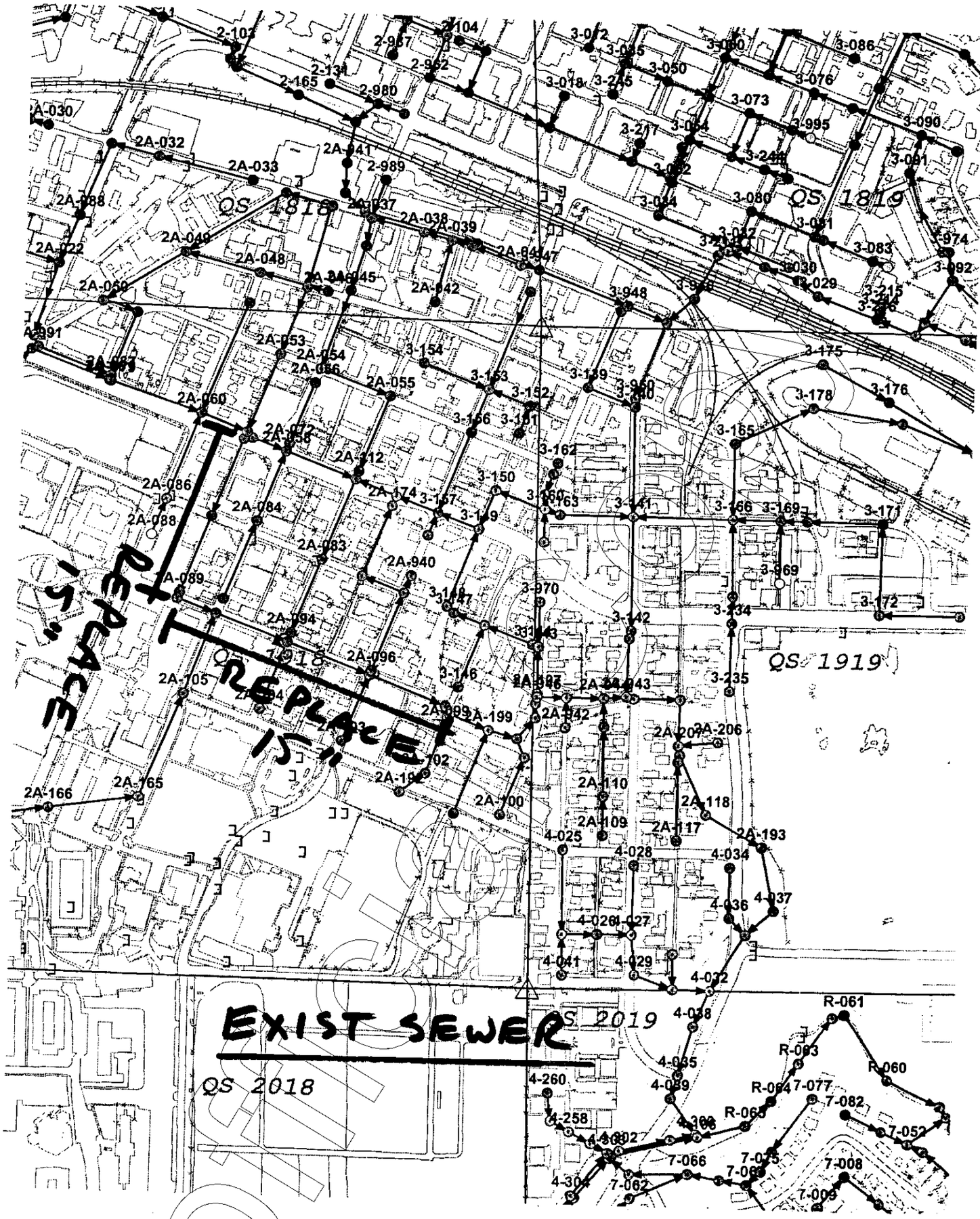
* note: a portion of this reach is 12"

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QS 1818
QS 1819
QS 1918
QS 1919
QS 2018
QS 2019
REPLACE
15"
EXIST SEWER

Unofficial

Amendment to Presidio in the Pines, Public Water and Sewer Impact Study, dated 10-14-03

Issued by: Wayne R. Troxler, Utility Engineer

Amendment #1, dated 10-21-03

Discussion: This study was initially completed based on the existing 12" water line that is in place in Rt 66. There is a proposed 18" line leaving the RR Springs subdivision to terminate on RT 66. The installation of this line is more timely than initially anticipated. This line may in fact be a better alternative for the developer to use than the existing 12" line covered in the study.

Page 2 of 6

III. WATER SYSTEM ANALYSIS

B. PROPOSED WATER SYSTEM EXTENSIONS

First paragraph:

> *The developer is proposing and will be required to provide a looped water system by extending the Rt 66 waterline from the current dead-end line on Rt 66 to a portion of Woody Mountain Road to have a second & third supply point on the West end of the subdivision. This extension will be approximately 4100' of 12" line.*

Replace the first paragraph with the following two paragraphs:

The developer is proposing and will be required to provide a looped water system by providing a 12" line in Woody Mountain Road to have a second and third supply point on the West end of the development. This line may connect to either the 12" line that currently terminates on Rt 66 or the new 18" line that will terminate on Rt 66 when the RR Springs subdivision is complete.

The developer has two options. The first option is to extend the existing 12" line on the south side of Rt 66 west up to Woody Mountain Road as a 12" line that turns south onto Woody Mountain Road. The second option is to extend the (to be completed) 18" RR Springs line as an 18" line from where it will terminate on Rt 66 west to Woody Mountain Road. At that point it can be reduced to 12" for the turn south onto Woody Mountain Road.

----------end amendment----------

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Amendment to Presidio in the Pines, Public Water and Sewer Impact Study, dated 10-14-03

Issued by: Wayne R. Troxler, Utility Engineer

Amendment #2, dated 12-23-03

Discussion: This study was initially completed manually, using peak flows and pipe flow nomographs. Now that our computer modeling software is in place, the sewer impact study was repeated, not only for peak flows but also for partial flows prior to build-out related to phasing. Still using peak flows in a steady state pattern, the computer generated flows were less than initially calculated, and the off-site impacts were reduced, especially regarding the requirement to replace the entire 15" main.

The developer proposes 3 phases: Phase One is for 500 single family units, Phase Two is for 38 commercial units, and Phase Three is for 232 Condo units. Based on the above on-site construction plan, the off-site impacts may be phased as detailed below.

1. Before the first permanent structure building permit is issued, the developer must replace the following sewer pipes:

Current Pipe Size (in)	Replace with (in)	U/S Manhole	D/S Manhole	Approximate Length (ft)	GIS Object ID
15 w/12 segm't	15	2A-097	2A-949	12' +/-	2656
8	24	2A-203	2A-147	157	4519

2. After the above pipes are replaced, the city may issue the first 177 single-family unit building permits. Before any more building permits are issued, the developer must replace the following sewer pipes:

10	24	2A-063	2A-061	331	5280
10	24	2A-355	2A-354	100	4458
10	24	2A-356	2A-355	245	4459

3. After the above pipes are replaced, the city may issue the next 152 single-family unit building permits (a total of 329 permits). Before any more building permits are issued, the developer must replace the following sewer pipes:

10	24	2A-359	2A-358	92	1546
10	24	2A-360	2A-359	95	1545
10	24	2A-316	2A-360	342	2514

4. After the above pipes are replaced, the city may issue the next 133 single-family unit building permits (a total of 462 permits). Before any more building permits are issued, the developer must replace the following sewer pipes:

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Current Pipe Size (in)	Replace with (in)	U/S Manhole	D/S Manhole	Approximate Length (ft)	GIS Object ID
10	24	2A-318	2A-317	265	1842
10	24	2A-319	2A-318	83	1843
10	24	2A-345	2A-319	53	1844
10	24	2A-320	2A-345	292	1845
10	24	2A-321	2A-320	455	1846

5. After the above pipes are replaced, the city may issue the next 38 single family unit building permits (a total of 500 single family permits) and the 38 commercial permits. This will allow completion of the developer's construction phases 1 & 2. Before any more building permits are issued, the developer must replace the following sewer pipes:

10	24	2A-384	2A-203	292	1543
10	24	2A-354	2A-384	100	4457
10	24	2A-357	2A-356	430	4460
10	24	2A-358	2A-357	378	4461
10	24	2A-317	2A-316	120	1841

6. After the above pipes are replaced, the remainder of the building permits for the Presideo project may be issued, allowing the developer to construct phase 3.

----------end amendment----------

copy: Reid Miller
Vince Knaggs
Nancy Jungemann

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PRESIDIO DRIVE SOUTH
66' R.O.W.

PEPITA DR.

WOODY MOUNTAIN ROAD

INTERSTATE 40

SUBDIVISION BOUNDARY

POTENTIAL FUTURE A.D.O.T. R.O.W.

EX. 6'± BLOCK WALL

EX. STREET LIGHT TO BE RELOCATED

NEW 26' MAG 251 D/W

CLEAR VIEW ZONE (TYP.)

R.O.W.

12' MAX. SETBACK

5' MIN. SETBACK

15' MAX. SETBACK

10' MIN. SETBACK

3' SETBACK

EXISTING TREE RESOURCE PRESERVATION EASEMENT

OPEN SPACE

TRACT "U"

BLDG 1
F.S.R.
FFE= 7107.25

BLDG 2
F.S.R.
FFE= 7109.35

BLDG 3
F.S.R.
FFE= 7112.75

BIKE RACK (TYP)

EQUIPMENT SCREENING

A.D.A. ACCESSIBLE ROUTE (SHADED) (TYP)

APPROXIMATE PRELIMINARY FINISH GRADES (TYP)

KEYSTONE RET. WALL

DOUBLE DUMPSTER ENCLOSURE

LOW POINT FG=7100.68

DETENTION BASIN

5' S/W

THE REGIONAL PLAN SHOWS A TRAFFIC INTERCHANGE AT WOODY MTN. ROAD AND I-40, INFORMATION SHOWN HEREON IS BASED ON DATA PROVIDED BY THE CITY OF FLAGSTAFF.

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SCALE: 1"=20'
0 10 20 40

ARIZONA 811
MON - FRI 6am - 5pm
KNOW WHAT IS BELOW CALL BEFORE YOU DIG

SHEET NO. 2 OF 6

COF PROJECT # PZ-19-00204

SITE #9

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

MIRAMONTE AT PRESIDO
IN THE PINES VI
SITE PLAN - GRADING & DRAINAGE

4/16/20
MES# 15159

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 4/16/20
DESIGNED BY:
DRAWN BY: MKE
CHECKED BY: KVH
PROJECT NO. 15159
FN: SHEET-02.DWG
VERT SCALE: N/A
HOR SCALE: 1"=20'
REVISIONS:

Presidio in the Pines

Resolution for a Development Agreement Amendment

City Council | December 1, 2020

Genevieve Pearthree | Planning Development Manager

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Development Agreement History

- Recorded in 2004 to facilitate development of Presidio in the Pines
  - 91-acre, master planned community with mix of uses: single and multifamily residential, commercial, open space, church
- Previously amended three times
  - Update 1: 2007 - outlined annexation and infrastructure coordination for site adjacent to Presidio
  - Update 2: 2008 - allowed adjacent site to continue to develop because original DA parties had filed for bankruptcy
  - Update 3: 2012 - allowed Miramonte Arizona, LLC to take over Presidio development

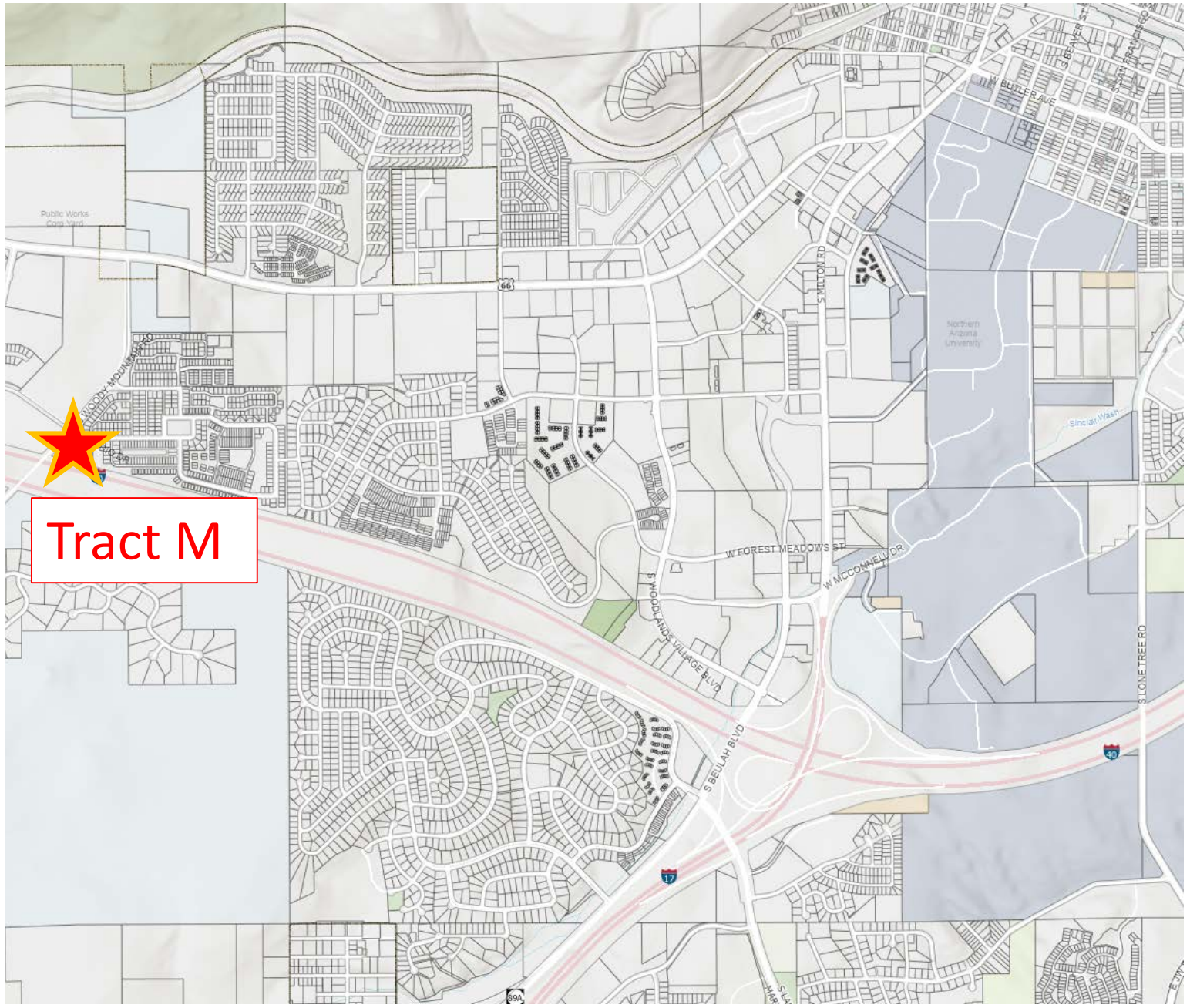
Development Agreement Amendment

Purpose

- Update the Development Agreement (DA) to a allow multiple family development on Tract M of the Presidio in the Pines subdivision plat
- Focus on *Section 6.6 Church Site Development* of the DA
  - Currently allows a church site, neighborhood community or recreational centers, day care centers, gymnasiums, branch libraries, indoor recreational centers, public or private schools, indoor swimming pools, tennis, racquetball, handball courts, and similar indoor institutional uses
  - Does not currently allow multiple family development

Vicinity Map

2940 S. Woody Mountain Rd.

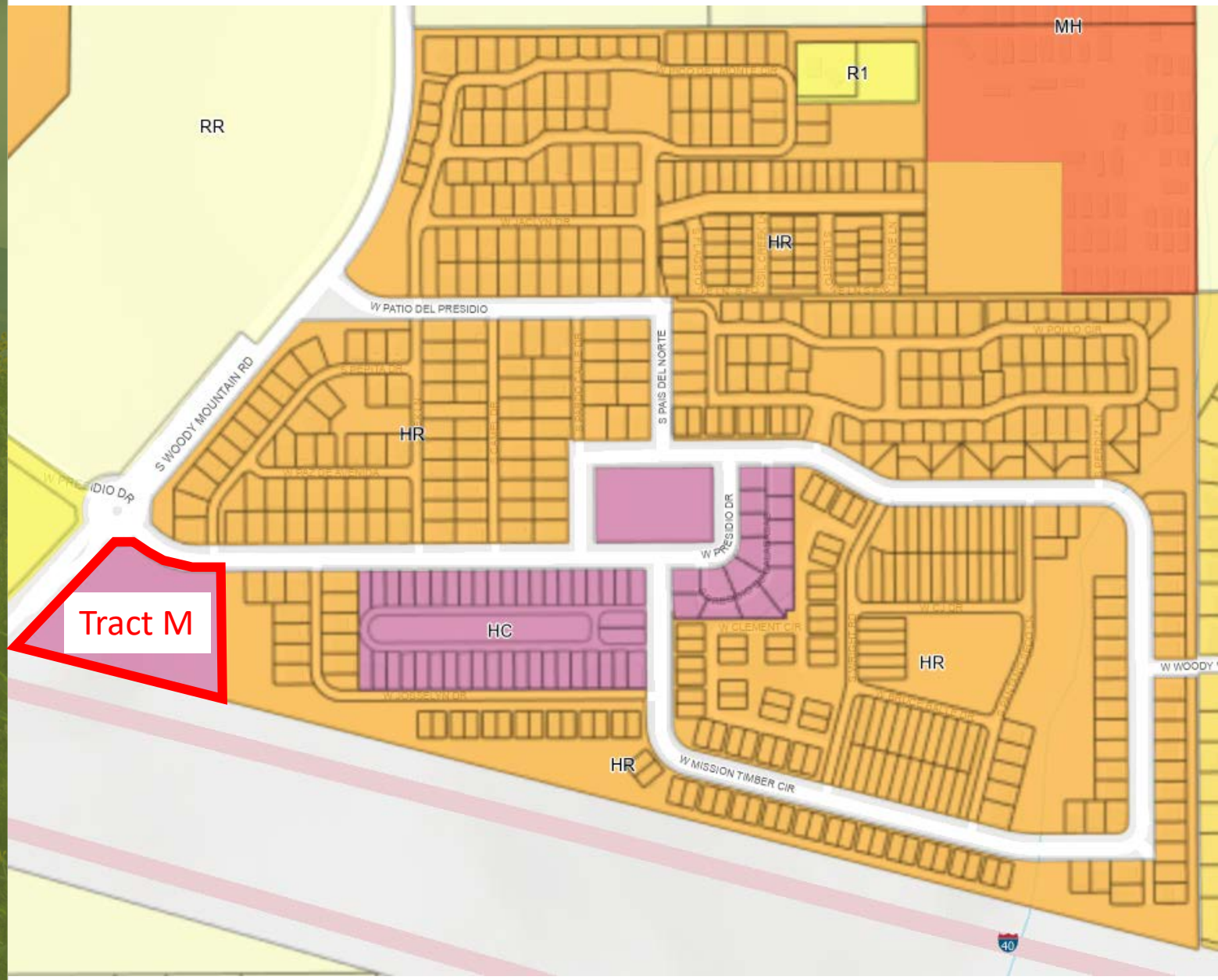


CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

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Presidio in the Pines

Zoning Map



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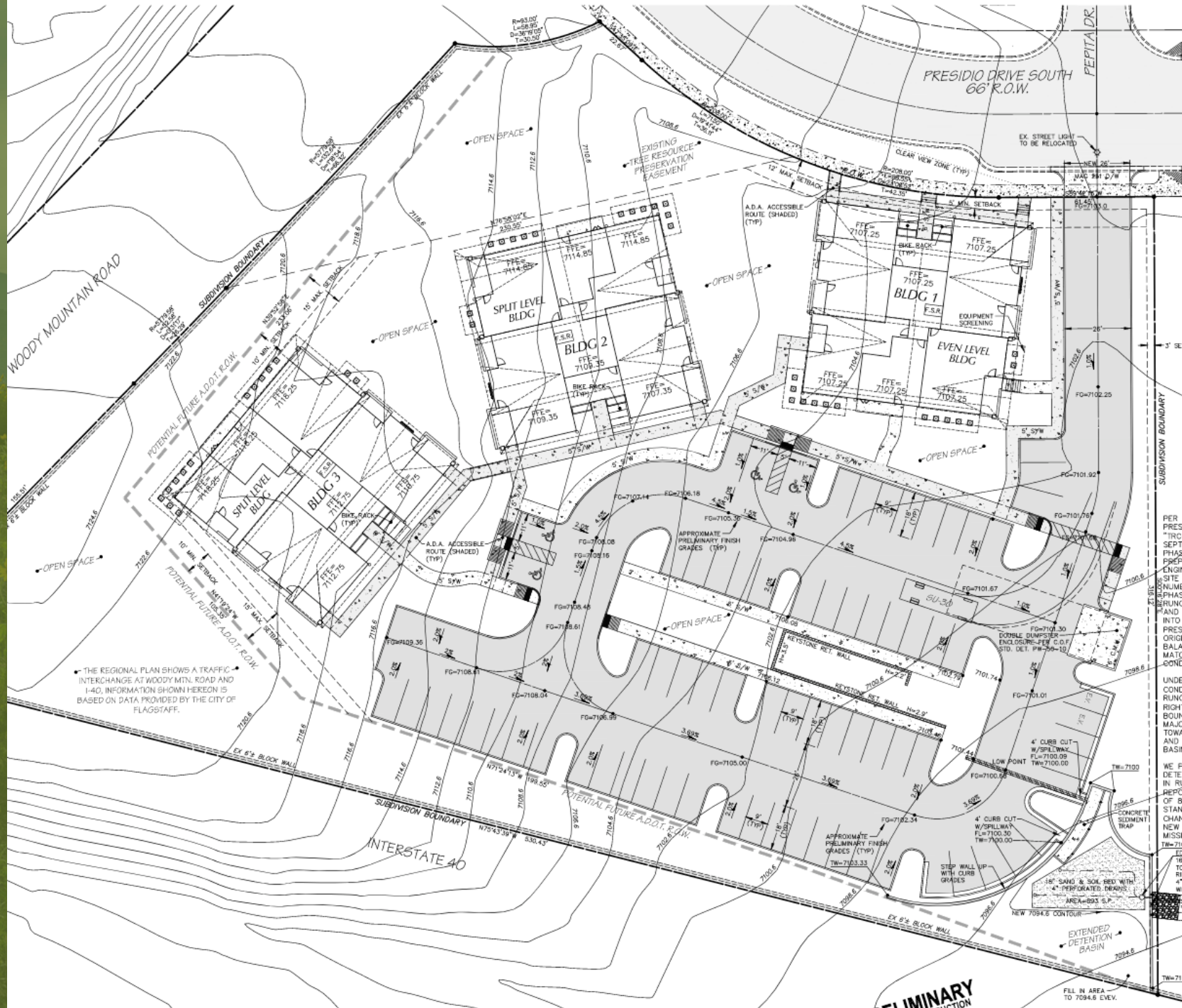
Proposed Updates

Update 1: Permit Multiple Family Development on Tract M

- Site shall be developed according to the Presidio in the Pines Tract M Site Plan (PZ-19-00204-01)
  - Proposes for-sale, condominium, Multiple Family Development
  - Approved on September 25, 2020
  - 39 units total in three buildings
  - Permitted use in HC (Highway Commercial) zone with a Conditional Use Permit

Presidio in the Pines Tract M Site Plan

For reference only



CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

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Building Elevations (for reference only)



E1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



E6 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

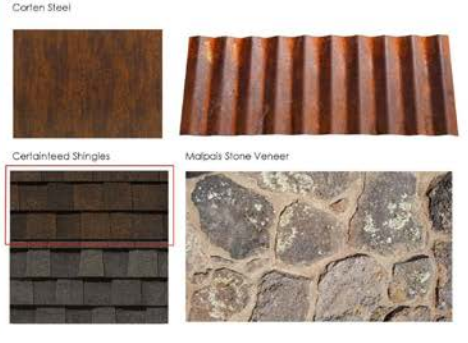


A1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



A6 EAST ELEVATION
SCALE: 1/8" = 1'-0"





Building Elevations (for reference only)



E1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



E6 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



A1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



A6 EAST ELEVATION
SCALE: 1/8" = 1'-0"



Proposed Updates

Update 2: Homeowner's Association

- HOA will manage and maintain common elements
- Condo Declarations will require minimum 30-day lease

Proposed Updates

Update 3: Attainable Housing

- 10% min. of units to be sold at or below 100% AMI affordability level
- Unit mix dictated by buyers' preference and construction timing
- Initial sales price at least 25% lower than market rate units
- Deed restriction may terminate

Council Options:

1. **Approve** the Presidio in the Pines Development Agreement Amendment as presented
2. **Approve** the Presidio in the Pines Development Agreement Amendment **with additional, modified, or deleted terms**
3. **Remand** the Presidio in the Pines Development Agreement Amendment **back to staff for additional negotiations** with Miramonte Presidio, LLC
4. **Deny** the Presidio in the Pines Development Agreement Amendment

Questions?

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Trevor Henry, Project Manager
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Approval of Contract: Change Order No. 14 with Shephard Wesnitzer, Inc. in the amount of $374,135.00 and add 180 calendar days for the Rio de Flag Flood Control Utility Relocation design services contract

STAFF RECOMMENDED ACTION:

1. Approve Change Order No. 14 with Shephard Wesnitzer, Inc. the amount of $374,135.00.
2. Add 180 calendar days to the design services contract
3. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of Change Order No. 14 will compensate Shephard Wesnitzer, Inc. to bring their Rio de Flag Flood Control design services contract current with the US Army Corps of Engineers (USACE) design duration, and to comply with Construction Plans prepared by the USACE and their design consultant. The added tasks are supplemental to the design as outlined and requested by the USACE; supplemental survey services, additional side drain analysis, final design and coordination to produce 100% Construction Plans. There is a 180-day time extension requested with this change order to meet the USACE anticipated project award date.

Financial Impact:

The FY 2004-05 original contract approved by City Council for design services to Shephard Wesnitzer, Inc. was $1,582,521.00. Subsequent values of prior changes authorized through the City Manager's Change Order Authority and City Council approval has been $1,583,896.34. The funding to pay the amount of change order No. 14, $374,135.00, will come from the Stormwater Fund, tracked in the Rio de Flag project account #206-08-385-3236-0-4421.

Original Contract Value	$1,582,521.00
Value of Prior Changes	$1,583,896.34
Value of this Change	$ 374,135.00
New Contract Value	$3,540,552.34

Policy Impact:

No impact.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Sustainable, Innovative Infrastructure
Utilize existing long-range plan(s) that identify the community's future infrastructure needs and all associated costs

Environmental Stewardship
Actively manage and protect all environmental and natural resources

Council Goal 2017 – 2019 - Transportation and Other Public Infrastructure
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Council Goal 2017 – 2019 - Environmental and Natural Resources
Actively manage and protect all environmental and natural resources

Regional Plan – Policy WR 5
Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Team Flagstaff Strategic Plan – Priority 3
Deliver outstanding services through a healthy environment, resources, and infrastructure.

Has There Been Previous Council Decision on This:

Previous Council actions pertaining to authorized value changes and action items necessary for the continuation of the project since FY 2004-05.

Options and Alternatives:

1. Approve Change Order No. 14 with Shephard Wesnitzer, Inc. the amount of $374,135.00 as recommended.
2. Reject Change Order No. 14, which will forfeit the opportunity to complete the Rio de Flag Flood Control Utility Relocation design services contract and comply with the design plans prepared by the USACE and their design consultant.

Background/History:

On January 18, 2005, the City Council awarded the Agreement for Consulting Services to Shephard Wesnitzer Inc. of Flagstaff, Arizona to perform design services for this project.

Key Considerations:

The Rio de Flag Flood Control Project is included in the City's Stormwater Management Capital Improvement Program and is the number one priority. The project has also been the subject of numerous Council Meetings, City to Citizen communications and newspaper articles.

The USACE requested funding for their FY2019-20 work plan to construct the entire project. The USACE has received $52M which will complete their share of the project (65%) as outlined in the Project Cooperation Agreement.

In 2018, the City Council authorized a fee increase to the Stormwater rate that would provide funding for its Capital Improvement Program (CIP). In 2019, City Council authorized collection of the rate increase. The rate increase will provide funding for the Stormwater CIP, of which the Rio de Flag Flood Control Project is the number one priority. The City has the capacity and commitment to complete our share of the project as outline in the Project Cooperation Agreement.

Change order No. 14 includes added tasks;

Supplemental tasks for the design as outlined and requested by the USACE:

- BNSF Utility Relocations, Permitting, Fiber Optic Plans, Project Visualizations, Project Plan Updates and Project Phasing.

Supplemental survey tasks to support the Real Estate Certification:

- Schedule B Reviews, Legal Descriptions with aerial photos added, Segment Maps, Revised Legal Descriptions and Additional Field Surveys within Phase II.

Additional side drains analysis for areas that have been modified by the Army Corps. in the Clay Avenue reach, McCracken Place, and Blackbird Roost.

Final Design and Coordination to provide 100% construction plans which include Phasing of all construction documents:

- Engineer's Opinion of Probable Cost, Special Provisions, Utility Relocation Plans, Surface Reconstruction Plans.

Change Order No. 14 will also add 180 calendar days to the design contract. The completion date is October 27, 2021, which corresponds with the USACE anticipated construction project award date in the fall of 2021.

Expanded Financial Considerations:

Funding for Change Order No. 14, $374,135.00, will come from the Stormwater Fund and will be tracked in the Rio de Flag Flood Control project 206-08-385-3236-0-4421. The Stormwater Fee rate increase started collection in July 2019 to fund the Stormwater CIP. The Rio de Flag Flood Control is part of the Stormwater CIP.

The USACE was awarded $52M in their FY 2019-20 work plan, providing commitment for their full share of the project at 65%.

Community Benefits and Considerations:

Change Order No. 14 includes work that will provide a final design for the low flow composite channel that the community has been requesting as an element of the Rio de Flag Flood Control Project. The City will be working with the Public Relations consultant (Beta Pr) to continue a public information plan.

Attachments: Vicinity Map
Change Order 14
Presentation

Rio de Flag Flood Control Project

Project Area

COMPLETED
Thorpe Bridge

PHASE 2

Upper Rio de Flag Reach

Highway 180

Lower Rio de Flag Reach

Clay Avenue
Wash Reach

PHASE 1

Route 66

Butler Avenue

Butler Tunnel
COMPLETED

COMPLETED
Clay Avenue Wash
Detention Basin

Route 66

Milton Road

40

40

Rio de Flag
Flood Control Project

Clay Avenue Wash Detention Basin	Constructed 2009
Butler Tunnel	Constructed 2010
Thorpe Bridge	Constructed 2012
Lower Rio de Flag Reach	
Upper Rio de Flag Reach	
Clay Avenue Wash Reach	

100-Year Rio de Flag Floodplain

- Closed Channel
- Composite Channel
- Open Channel

N

0 0.125 0.25 0.5 Miles

CAPITAL IMPROVEMENTS
CITY OF FLAGSTAFF

Floodplain Disclaimer:

The 100-year floodplain shown on this map was digitized by City of Flagstaff based on a US Army Corps of Engineers (USACE) Map dated October 15, 1999. The floodplain shape shown on this map is a general representation of the extent of a 100-year flood event and should not be used for legal, engineering or planning purposes.

Map Source:
City of Flagstaff GIS, October 17, 2017
Imagery Base Map Source: ESRI

Wave Image Source:
Vecteezy.com

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☒ CONSULTING CONTRACT CHANGE ORDER NO. 14
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO. 346800 **PROJECT NAME:** Rio de Flag Flood Control Utility Relocation

FILE NO. 03-04011 **PROJECT MANAGER:** Trevor Henry

TO: Shephard Wesnitzer, Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

Provide additional work tasks as described in the proposal dated October 15, 2020 to bring the Rio de Flag Flood Control design services contract to 100%, and to comply with Construction Plans prepared by the US Army Corps of Engineers (USACE) and their design consultant. The added tasks are supplemental to the design as outlined and requested by the USACE; supplemental survey services, additional side drain analysis, final design and coordination to produce 100% Construction Plans. There is a 180-day time extension requested with this change order to meet the USACE anticipated project award date.

Change Order originated by: ☒ CITY OF FLAGSTAFF ☐ CONTRACTOR ☐ CONSULTANT ☐ OTHER: _____

Project Manager	11/05/2020 Date	**Approval Recommended**	Trevor Henry
Department Head	11/05/2020 Date	**Approval Recommended**	Bret C. Petersen Digitally signed by Bret C. Petersen DN: cn=Bret C. Petersen, o=City of Flagstaff, ou=Capital Improvements, email=bpetersen@flagstaffaz.gov, c=US Date: 2020.11.16 15:32:56 -07'00'
Water Services	11/05/2020 Date	**Approval Recommended**	James Duncan
Public Works	11/05/2020 Date	**Approval Recommended**	Absent
Community Development	11/05/2020 Date	**Approval Recommended**	Bret C. Petersen Digitally signed by Bret C. Petersen DN: cn=Bret C. Petersen, o=City of Flagstaff, ou=Capital Improvements, email=bpetersen@flagstaffaz.gov, c=US Date: 2020.11.16 15:32:07 -07'00'
City Attorney	11/05/2020 Date	**Approval Recommended**	
Purchasing (Chair)	11/05/2020 Date	**Approval Recommended**	Patrick Brown Digitally signed by Patrick Brown DN: cn=Patrick Brown, o=City of Flagstaff, ou=Purchasing Section, email=pbrown@flagstaffaz.gov, c=US Date: 2020.11.16 15:00:26 -07'00'
City Manager	11/05/2020 Date	**Approval Recommended**	

		END DATES		
ORIGINAL CONTRACT PERIOD	275 Days	(10/30/05)	**ORIGINAL CONTRACT**	$ 1,582,521.00
PRIOR TIME CHANGES	5,935 Days	(4/30/21)	**TOTAL PRIOR VALUE CHANGES**	$ 1,583,896.34
THIS TIME CHANGE	180 Days	(10/27/21)	**VALUE OF THIS CHANGE**	$ 374,135.00
NEW CONTRACT PERIOD	6,390 Days	(10/27/21)	**NEW CONTRACT**	$ 3,540,552.34

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Shephard Wesnitzer, Inc.

Accepted Date: 11/04/2020 **By:**

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☒ CONSULTING CONTRACT CHANGE ORDER NO. 14
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO. ____
☐ CONTRACT ALLOWANCE UPDATE NO. ____

PROJECT NO. 346800 **PROJECT NAME:** Rio de Flag Flood Control Utility Relocation

FILE NO. 03-04011 **PROJECT MANAGER:** Trevor Henry

JUSTIFICATION:
Shephard Wesnitzer Inc. (SWI) completed the design of the Final I utility and right of way relocation plans on February 24, 2010 as part of the City's LERRD (Land, Easements, Rights of Way, Relocation and Disposal) contribution. The USACE has hired TetraTech to complete the 100% flood control design, excluding the structural and landscaping components. The USACE has submitted the 90% plans in May 2020 and has projected a final design completion of December 2020. The USACE has received federal funding as part of their FY 20/21 work program to complete the Rio de Flag Flood Control Project. In order to comply with the USACE's schedule of December 2020 for design completion, SWI will address any outstanding tasks and provide supplemntal work to comply with the USACE final design and provide 100% construction plans.

TIME ANALYSIS:
A 180-calendar day contract time extension is proposed to meet the USACE completion of the design at 100% in December 2020 and provide support to USACE through the procurement process for a construction contract, targeting the start of construction by fall 2021. The USACE has provided a preliminary schedule to complete the final design, this contract time extension to SWI should be considered final to meet the final design and initial stages for a construction contract.

COST ANALYSIS:
Reference attached documentation from SWI dated October 15, 2020 for scope of services and fee proposal regarding the additional tasks for the Rio de Flag Flood Control Project.

Original Contract Amount:	$1,582,521.00
Total Prior Value Changes:	$1,583,896.34
Value of this Change Order:	$ 374,135.00
New Contract Amount:	$3,540,552.34

This change order exceeds the authorized change order authority and will require City Council approval. The Stormwater Fee increase authorized in November 2018 and collection in July 2019, will provide funding. The Rio de Flag Hydrology account (206-08-385-3236-0-4421) will fund Change Order #14.

CITY OF FLAGSTAFF		*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation		☒ Design ☐ Construction ☐ Other
PROJECT NO. 346800		**FILE NO.** 03-04011
ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,166,417.34
PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*		$3,166,417.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2005	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Trevor Henry			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
CO#1	$14,404.00	0	N/A	Revise sewer crossings & cost estimate due to change in structures & flood elevations by USACE. Amount is to be taken from City Manager's Authority. $136,346.00/$150,750.00
8/04/05	$1,596,925.00	275	10/30/05	
Field Order #1	$1,290.00	0	N/A	Prepare exhibits and convert files to Arcmap format. $73,710.00/$75,000.00
8/22/05			10/30/05	
Field Order #2	N/A	60	N/A	Time extension due to City/USACE delays.
10/26/05		335	12/29/05	
Field Order #3	2,800.00	60	N/A	Time extension due to City/USACE delays.
2/09/06	0	395	2/27/06	
CO#2	$11,998.00	261	N/A	Additional Title Reports, time extension due to City delay. Amount is to be taken from City Manager's Authority. $124,348.00/$150,750.00
3/20/06	$1,608,923.00	656	11/15/06	
Field Order #4	$941.98	0	N/A	Prepare Brownfield Exhibits. $69,968.02/$75,000.00
5/20/06	N/A	656	11/15/06	
Field Order #5	N/A	60	N/A	Time extension due to City/USACE delays.
11/6/06		716	1/14/07	

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ Design ☐ Construction ☐ Other
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,166,417.34
PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*		$3,166,417.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2005	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Trevor Henry			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Field Order #6	N/A	60	N/A	Time extension due to City/USACE delays.
1/08/07		776	3/15/07	
CO#3	$12,015	730	N/A	Additional design to determine estimate of right of way needed and utility relocations cost for the Corps Limited Re-evaluation Report. Amount is to be taken from City Manager's Authority. $112,333.00/$150,750.00
2/1/07	$1,620,938	1506	3/14/09	
Field Order #7	N/A	60	N/A	Time delays due to City and USACE.
3/09/09		1566	5/13/09	
CO#4	$1,038,036.34	270	5/05/09	Deliver Phase II of the project per the attached scope and fee.
4/16/09	$2,658,974.34	1836	2/07/10	
Field Order #8	$3,600.00	0	N/A	Provide additional sewer flow measurement.
9/14/09	2,662,574.34	1836	2/07/10	
CO#5	$24,343.00	38	N/A	Accelerate design of lower 850 l.f. of utility plans to meet shovel ready designation. Amount is to be taken from City Manager's Authority. $87,990.00/$150,750.00
10/15/09	$2,683,317.34	1874	3/17/10	

CITY OF FLAGSTAFF		*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation		☒ Design ☐ Construction ☐ Other
PROJECT NO. 346800		**FILE NO.** 03-04011
ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,166,417.34
PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*		$3,166,417.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2005	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Trevor Henry			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Change Order #6	$0	180	N/A	Time extension due to City/USACE delays as a result of the January 2010 VE study.
3/4/10	$2,683,317.34	2054	9/13/10	
Change Order #7	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/9/10	$2,683,317.34	2419	9/13/11	
Change Order #8	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/8/11	$2,683,317.34	2784	9/13/12	
Change Order #9	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/13/12	$2,683,317.34	3149	9/13/13	
Change Order #10	$0	972	N/A	Time extension due to City/USACE delays.
5/21/15	$2,683,317.34	4,121	5/12/2016	
Change Order #11	$0	491	N/A	Time extension due to City/USACE delays.
9/15/16	$2,683,317.34	4,612	9/15/2017	

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ Design ☐ Construction ☐ Other
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,166,417.34
PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*		$3,166,417.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	19
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	April 30, 2020	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Trevor Henry			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Change Order #12	$0	958	N/A	Time extension to bring current the existing contract and meet the new USACE final design completion date of 04/30/2020
3/7/19	$2,683,317.34	5,845	4/30/20	
Change Order #13	$483,100.00	365	3/17/2020	Additional work to bring outstanding tasks to comply with the USACE final design and meet the project schedule for construction delivery, Spring 2021
2/13/2020	$3,166,417.34	6,210	4/30/21	
Change Order #14	$374,135.00	180	11/17/2020	Added tasks are supplemental to the design as outlined and requested by the USACE; supplemental survey services, additional side drain analysis, final design and coordination to produce 100% Construction Plans
11/05/2020	$3,540,552.34	6390	10/27/21	

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

Purchase Order Number:	14-000120	**Line Number:**	1	**Amount**	$698,015.35
Purchase Order Number:	14-000120	**Line Number:**	2	**Amount**	$7,244.66
Purchase Order Number:	14-000120	**Line Number:**	3	**Amount**	$483,100.00

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

Ms. Christine Cameron
City of Flagstaff
211 W. Aspen Avenue
Flagstaff. AZ 86001 ("Client")

October 15, 2020
Job # 04473

RE: Rio De Flag
Additional Services Change Order #14

Dear Ms. Cameron:

SWI has been asked to provide supplemental survey services, additional side drain analysis, and final design and coordination to produce 100% Construction Plans. Please provide a change order for the additional services listed below.

1.0 SCOPE OF SERVICES, ADDITIONAL

We propose to provide the following:

Item No.	Description	Fee
1.	**Schedule B Review:** Perform a review of the Schedule B items that are stated in the provided title reports for each of the affected parcels within the project limits. Prepare exhibits to support the review and document the existing encumbrances. This item will be divided into two phases. Phase 1 will include the Lower Reach and Clay Wash Avenue and consist of 46 parcels. Phase 2 will include the Upper Reach and consist of 30 parcels. This item will also include up to five (5) meetings with City staff and USACE to coordinate deliverables.	**$37,500**
2.	**Supplemental Aerial Exhibits:** Prepare exhibits of the proposed easements with aerial imagery for the City of Flagstaff legal department to supplement the submitted legal descriptions. These exhibits will be presented to the property owner to help illustrate the improvements associated with the project and how their property is affected. There are 46 parcels for Phase 1 and 30 parcels for Phase 2. One exhibit will be provided per parcel.	**$10,600**
3.	**BNSF Utility Accommodation Policy:** Prepare exhibits to support the UAP forms that will be submitted to BNSF. This item also includes any coordination between City staff and BNSF through the permitting process. There are 14 BNSF parcels. An exhibit will be provided per parcel.	**$7,800**
4.	**USACE Segment Maps:** Prepare segments maps to be submitted to USACE and to accompany the legal description package. Segment maps will be created for both Phase 1 and Phase 2. This item will also include up to two (2) meetings with USACE to coordinate deliverables.	**$19,700**

5. **TCE Legal Descriptions:** **$45,600**
Prepare legal descriptions for temporary construction easements (36 legals Phase 1, 40 legals Phase 2). Includes legal descriptions for all private/BNSF parcels, 12 City-owned parcels and all areas within the City of Flagstaff and ADOT right-of-way.

6. **Phase 2 Supplemental Survey:** **$11,000**
Verify and field check old survey data to complete the final design and construction plans for Phase 2.

7. **Phasing Permitting:** **$9,000**
The original contract included budget for ADEQ and ADOT permitting. The project is now broken up into two phases and will require separate submittals for each phase.

This item also includes submittal of construction plans and applications to ADEQ for an informal courtesy review. There will be two (2) pre-application meeting with ADEQ Drinking Water Department and up to four (4) additional coordination meetings with ADEQ through the courtesy review process.

8. **Fiber Optic Plans:** **$12,300**
Prepare fiber optic plans to be included in the Utility Relocation Plans for Phase 1 and Phase 2.

9. **McCracken Hyatt Coordination:** **$3,200**
This item includes meetings & coordination with City staff, USACE, and Tetra Tech for the sewer design and sequencing located at Malpais hotel and up to McCracken Street.

10. **Floodwall Visualization Services:** **$40,000**
SWI will produce a surface in Civil3D for the floodwall areas based on contours provided by Tetra Tech. This surface is intended to be utilized in the renderings that will be prepared by Norris. SWI will set stakes of the floodwall location and cut/fill elevations along Navajo Drive for the neighborhood site walk. This item also includes up to three (3) meetings & coordination with City staff, Norris, and Beta PR and attendance at the neighborhood site walk.

Norris Design will prepare informational videos and 3D visualizations to aide in communicating the proposed improvements to City Council and the residents of Flagstaff.

Task 1 - Visualizations Services
A. Coordinate with SWI for engineering base information and design detail. (Autodesk Format/Civil3D preferred)
B. Utilize concept landscape plans provided by the city.
C. Review view locations for perspectives with the city.
D. Utilize drone video and photography provided by the city.
E. Develop 3D Visualizations.
- Using the provided engineering and landscape information we will create a 3D model at 4 key locations depicting the proposed improvements. These renderings will be a mixture of before/after photo composites, 3D animation and 3D perspectives. We will work with the city to approve the final views/angles for these exhibits.
- Maximum of (6) perspectives renderings are included in this work scope.

F. Develop Informational Project Videos.
- Overall Project Video to be 3-4 minutes in length and show the historic Rio de Flag flow and the new proposed improvements/alignment.
- Video will focus on 4 key areas defined by the city. These areas will be

communicated through a variety of media (animated aerial vicinity map, existing drone video and photography, motion graphics/information, proposed photo composites, 3D animation and 3D perspectives)

- Upon approval of the overall video we will make 4 videos of approximately 30-45 seconds in duration so that citizens will have the option to watch specific portions of the improvements, dividing into the segments provided by the city.

Deliverables include:

A. Progress graphics showing intended look and style of the full Visualization Task by 9/15/2020

a. These will include a mixture of video and renderings. We will focus on segments 1 and 2, provided by the city.

B. Final 3D Visualizations

a. Approved renderings provided in jpeg and pdf format for the city's unrestricted use.

b. Maximum of (6) perspective renderings

C. Informational Project Videos

a. (1) 3-4 minute video showcasing the full Rio de Flag Improvement Project.

b. (4) 30-45 second videos focusing on the individual segments of the project.

D. Final videos and Visualizations completed by October 2, 2020.

Task 2 – Virtual Meeting Room

Norris Design will create a virtual meeting room for the Rio de Flag Flood Control Project. This meeting room will be populated with project information provided by the city and consultant teams. Content created in Task 1 of this
Additional Services agreement will also be on display. This meeting room allows citizens to obtain project information and interact with project displays, provide feedback, etc.

Deliverables include:

A. Virtual Meeting Room website

a. Content for displays provided by the City and beta|PR consultant team.

B. City will provide a link to this meeting room from the project website.

C. Updates to the original approved room to be billed as hourly updates based on changes requested.

11. **Route 66 Bridge Utility Relocations:** **$6,600**
Item includes construction phase services, meetings with ADOT/COF/EMC, product submittal reviews, and site visits.

12. **Slab Thickness Updates:** **$13,600**
Update Phase 1 and Phase 2 Utility Relocation Plans based on updates to the box culvert top slab thickness provided by Tetra Tech. This item also includes meeting & coordination with City staff and Tetra Tech for the updated utility relocations based on slab thickness updates.

13. **Phased Construction Plans:** **$92,600**
Prepare two construction plans for Phase 1 and Phase 2. This item also includes two EOPC's, bid schedules, special provisions, drainage reports, water and sewer design reports.

This item also includes preparation of a stormwater prevention plans (SWPP) and demolitions plans for the project that were excluded from the original contract.

14. **Miscellaneous Drainage:** **$8,335**
This item includes additional grading and drainage design and coordination performed by SWI that was beyond the scope of the original contract.

Performed several iterations of grading design for McCracken Place and its intersection with Blackbird Roost due to the higher-than-anticipated profile of the Corps CBC through this area. One of the expectations for surface replacement design was that the existing surface features would be replaced at approximately the same elevations as in existing conditions. Due to the high proposed profile of the CBC through McCracken, replacing the pavement and existing valley gutter down the roadway centerline was not possible. Grading designs were prepared with a normal crown, a one-way crown, and a raised profile with standard pavement and valley gutter sections. Each of these alternatives resulted in undesirable drainage conditions. In the end, through coordination with Tetra Tech, it was decided that the top slab of the CBC would act as the valley gutter, with a flow line formed into the slab. SWI grading plans included detailed horizontal and vertical grading information for the CBC top slab and adjoining pavement to accomplish this.

SWI provided coordination services with Tetra Tech and COF, including one (1) site visit, regarding four existing sanitary sewer manholes in the Lower Reach open channel section of the Rio de Flag. We provided design information to Tetra Tech and coordinated regarding the best approach for protecting the manholes in place as part of the Rio de Flag improvement project.

15. Weekly Coordination Meetings: **$56,300**
This item includes up to 88 weekly coordination meetings with City staff and SWI.

ASWO#14 DESIGN TOTAL: $374,135

Your signature below will serve as your acceptance of this Work Order, pursuant to the terms and conditions of the original contract. Feel free to call if you have any questions or concerns.

Sincerely,

Guillermo E. Cortes, P.E.
Vice President

Accepted: _____ Date: _____

City of Flagstaff

Rio de Flag Flood Control Project

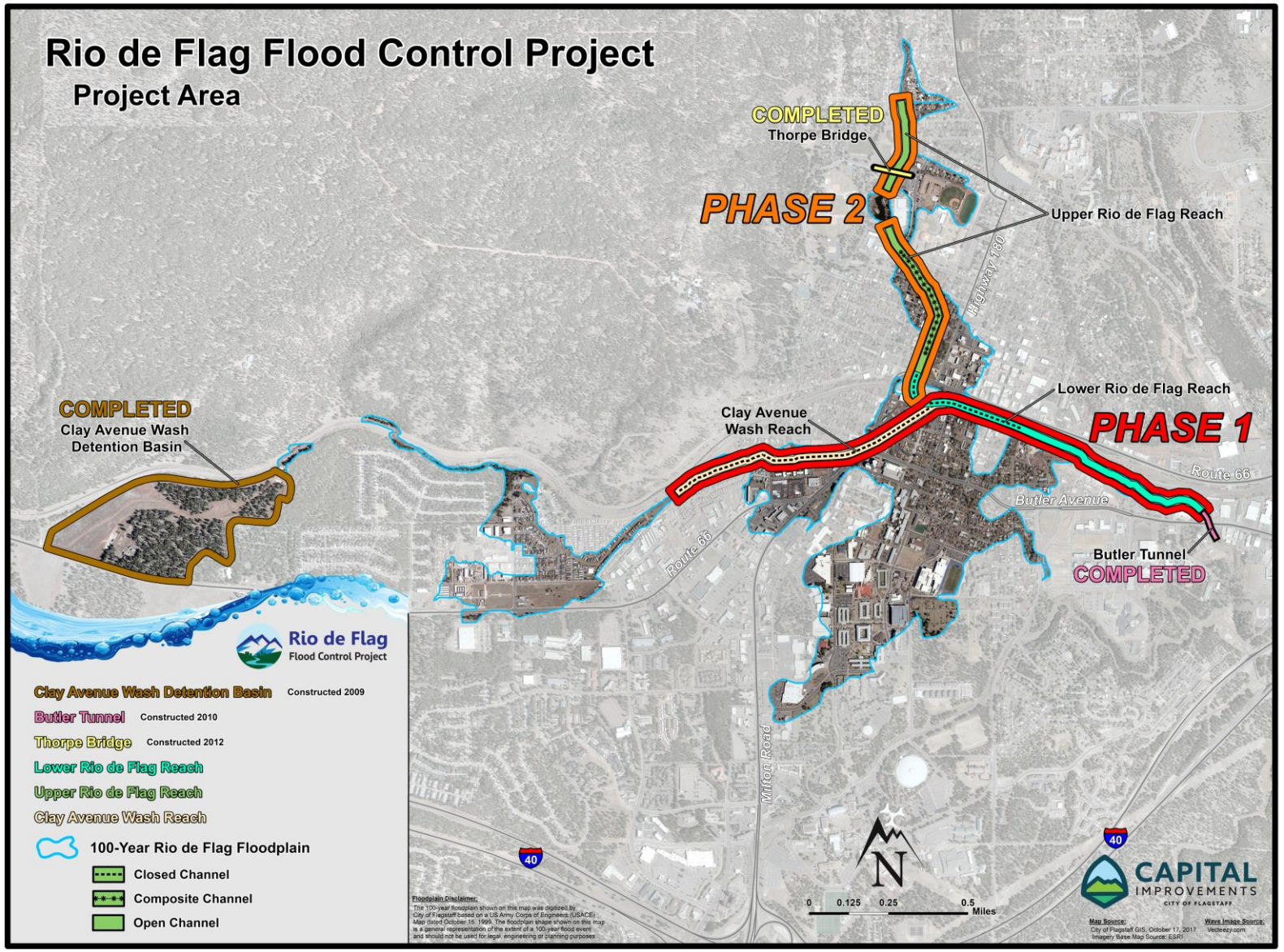
Change Order No. 14

December 1, 2020

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

CHANGE ORDER NO. 14



CHANGE ORDER NO. 14

- **History of Design Services with Shephard Wesnitzer, Inc.**
  - Contract Timeline
    - Original Design Services Contract, **2005**
    - Contract Modifications, **2005 to 2009**
      - No Council Action, City Manager's CO Authority and Staff's CA Authority
    - Change Order No. 4, **2009**
    - Additional Contract Modifications, **2009 to 2020**
      - No Council Action, City Manager's CO Authority and Staff's CA Authority
    - Change Order No. 13, **March 2020**

CHANGE ORDER NO. 14

History of Design Services with Shephard Wesnitzer, Inc.

- December 1, 2020 Council Consideration
  - **Change Order No. 14** – added tasks, supplemental to the design as outlined and requested by the USACE; Supplemental survey services, Additional side drain analysis, Final design and coordination to produce 100% Construction Plans
    - **$374,135 with 180 days**
  - City and reviewed, additional tasks to finalize the design and meet the City's obligations per the Project Cooperation Agreement

CHANGE ORDER NO. 14

History of Design Services with Shephard Wesnitzer, Inc.

- **Change Order No. 14**:
  - Scope of work has been reviewed by City staff.
  - Complies with the US Army Corps' project schedule, fall 2021.
  - Funding will come from the Stormwater Fund.
  - On November 5, 2020, the Change Order Committee reviewed and recommended it be forwarded to the Council for approval.

CHANGE ORDER NO. 14

- Questions

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Approval of Contract: Approve the Real Estate Purchase and Sale Agreement between the City of Flagstaff and Allen T. Ginsberg for the purchase of 424 East Butler Avenue (104-01-023) for the purpose of public right-of-way for the Lone Tree Overpass project. The property consists of a Single Family Dwelling and approximately .82 acres on the Northwest corner of South Colorado Street and East Butler Avenue.

STAFF RECOMMENDED ACTION:

Approve the Real Estate Purchase and Sales Agreement between the City of Flagstaff and Allen T. Ginsberg; and, authorize the City Manager to execute all necessary documents to fulfill the intent of this Purchase and Sales Agreement.

Executive Summary:

City Council approved Ordinance 2020-20 on August 18, 2020, to purchase the property located at 424 East Butler Avenue for the Lone Tree Overpass project. An agreement is attached to purchase the property for $375,000.

Financial Impact:

The total purchase price of three hundred seventy-five thousand dollars, ($375,000.00), including a deposit of $1,000 in earnest money. The price was determined by an independent appraisal. The property will be purchased with funds from Proposition 420, a sales tax rate approved by Flagstaff voters to construct the Lone Tree Overpass.

Policy Impact:

Purchase of the property supports existing policy to construct the Lone Tree Overpass project.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Sustainable, Innovative Infrastructure
Provide effective management of and infrastructure for all modes of transportation

Safe & Healthy Community
Ensure the built environment is safe through the use of consistent standards, rules & regulations, &

land use practices

Regional Plan

Goal T.1. Improve mobility and access throughout the region.
Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.

Goal T.2. Improve transportation safety and efficiency for all modes.
Policy T.2.1. Design infrastructure to provide safe and efficient movement of vehicles, bicycles, and pedestrians.

Has There Been Previous Council Decision on This:

Yes. Council approved Ordinance 2020-20 authorizing the acquisition of approximately .082 acres of real property located at 424 East Butler Avenue, Coconino County Assessor Parcel Number 104-01-023. The first read was at the July 7, 2020, Council Meeting, and the second read of the ordinance occurred on August 18, 2020.

Options and Alternatives:

1. Approve the Real Estate Purchase and Sale Agreement.

2. Amend the Real Estate Purchase and Sale Agreement. 3. Reject the Real Estate Purchase and Sale Agreement.

Background/History:

The property owner recently approached the City and asked whether the City would be interested in purchasing the subject property. The property was identified in the 2010 Lone Tree Overpass study as necessary for acquisition.

Key Considerations:

The parcel is necessary to construct the Lone Tree Overpass which was approved by voters in 2018 through Proposition 420. The overpass will provide improved connectivity, accomodate motor vehicles, transit, bicycles and pedestrians, which can help with congestion relief.

Expanded Financial Considerations:

The estimated cost to purchase the real property and provide a Public right-of-way is three hundred seventy-five dollars, ($375,000.00).

Community Benefits and Considerations:

The Lone Tree Overpass Project will provide a new entry in to downtown Flagstaff, provide enhanced regional mobility, and improve community and local circulation. The project will enhance the multi-modal initiatives of the community, including inclusion of bicycle and pedestrian facilities and transit opportunities.

Community Involvement:

Inform

Attachments: Ordinance 2020-20
Legal Description
Purchase Contract

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF APPROXIMATELY .082 ACRES OF REAL PROPERTY LOCATED AT 424 EAST BUTLER AVENUE, COCONINO COUNTY ASSESSOR PARCEL NUMBER 104-01-023, FOR THE LONE TREE OVERPASS PROJECT, PROVIDING FOR DELEGATION OF AUTHORITY; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Article VII, Section 5 of the Flagstaff City Charter provides that the City acquire real property by ordinance;

WHEREAS, the City of Flagstaff desires to acquire certain real property for the Lone Tree Overpass Project;

WHEREAS, in November, 2018 Flagstaff voters passed Proposition 420, to establish a 0.23% local transaction privilege tax (sales) tax rate for a 20 year period, on the gross revenues derived from engaging in business activities within the city of Flagstaff, and dedicating use of the revenues to pay for the costs of a Lone Tree Railroad Overpass from Butler Avenue to Route 66, along with related pedestrian, bicycle, and street connections ("Lone Tree Overpass Project");

WHEREAS, the City of Flagstaff has programmed funding for the Lone Tree Overpass Project in its 5-year Capital Improvement Program;

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the acquisition of approximately .082 acres of real property located 424 East Butler Avenue, Coconino County Assessor Parcel Number 104-01-023, and legally described as set forth in Exhibit A, attached hereto ("the Property"), by purchase or donation.

The final Real Estate Purchase Contract and purchase price is subject to City Council approval.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, Finance Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the Property and to carry out the purpose and intent of this ordinance.

SECTION 3. Severability.

That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the City 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 4. Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of August, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Attachments:
Exhibit A- Legal description for property to be acquired

S:\Legal\Civil Matters\2020\2020-166 Acquire Land for Lone Tree Overpass Project\ORD2020.20.AcquirePropertyLoneTreeOverpass.docx

Exhibit A

Legal Description:

The Easterly 35.00 feet of LOTS 5 and 6, BLOCK 25, BRANNEN ADDITION TO THE TOWN OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 1 of Maps, Page 42, records of Coconino County, Arizona.

Exhibit A

Legal Description:

The Easterly 35.00 feet of LOTS 5 and 6, BLOCK 25, BRANNEN ADDITION TO THE TOWN OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 1 of Maps, Page 42, records of Coconino County, Arizona.

REAL ESTATE PURCHASE AND SALE CONTRACT

The City of Flagstaff, a municipal corporation organized and existing under the laws of the State of Arizona ("Buyer" or "City") and Allen T. Ginsberg ("Seller") hereby enter this Real Estate Purchase and Sale Contract ("Contract").

1. Property: The City agrees to purchase, and Seller offers to sell, parcel number 104-01-023, property located at 424 E. Butler Avenue, Flagstaff, Arizona, 86001, legally described and depicted in the Exhibit "A", attached hereto ("the Property"). The City of Flagstaff is acquiring the Property for the construction of the Lone Tree Overpass Project at S. Colorado Street and E. Butler Avenue.

2. Authorization: On August 18th, 2020 the Council of the City of Flagstaff passed and adopted Ordinance 2020-20 authorizing the purchase of the Property

3. Purchase Price for Property: The City agrees to pay Seller Three hundred seventy-five thousand dollars ($375,000.00).

4. Conveyance of Property: Seller shall convey the Property to the City by Special Warranty Deed.

5. "AS IS CONDITION": Seller and Buyer agree that the Premises is being sold in its existing condition ("AS IS") and Seller makes no warranty to Buyer, either express or implied, as to the condition of the Premises.

6. Opening of Escrow Closing: The City shall deposit the sum of one thousand dollars ($1,000.00) deposit with Pioneer Title Agency, Inc. of Flagstaff, Arizona (the "Escrow Agent") to be applied against the Purchase Price at the Close of Escrow.

   The Opening of Escrow shall be deemed to be the date on which the Deposit and a fully executed copy of this Contract are delivered to the Escrow Agent after City Council approves the Purchase Contract. The consummation of the transaction contemplated by this Contract ("Close of Escrow") shall occur on or before forty-five (45) days after the Opening of Escrow. If Escrow Company or Recorder's office is closed on the scheduled closing date, Close of Escrow shall occur on the next day that both are open for business. Buyer, and Seller may accelerate the Closing Date upon mutual acceptance by both parties. The Closing shall occur at the offices of the Escrow Agent, or at such other place as Seller and Buyer may agree in writing. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Contract have been delivered to, received by, and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Contract have been satisfied or waived, (iii) the funds required to be paid under this Contract have been properly delivered to Escrow Agent and are available for distribution to Seller by Escrow Agent, (iv) the deed required pursuant to Conveyance has been recorded.

   Title: Within (5) days of Opening of Escrow with, Escrow Agent shall deliver to the City and Seller a preliminary title report pertaining to the Property (the "Title Commitment"). On or before fifteen (15) days after receipt of the Title Commitment, the City shall notify Seller of any matters or exceptions shown on the Title Commitment, or on any documents identified in the Title Commitment as title exceptions, that are not acceptable to the City (the "Objections"). Any matters or title exceptions to which the City does not object within such time period shall be deemed to be acceptable matters. Mortgages, deeds of trust and other liens encumbering the Property shall be cleared at or before Closing by Seller. Taxes shall be prorated.

7. Warranties by Seller: The City agrees and acknowledges that no representations, statements or warranties have at any time been made by Seller, or any agent of Seller, as to the condition, quality, quantity, operation, state of' repair, or prospects of the Property, or any other matter concerning the Property, in any respect.

8. Brokerage: The City warrants to the Seller that they have not dealt with any Broker in connection with the sale of the Property. The City is aware that the Seller is a Licensed Real Estate Broker in the State of Arizona. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of employment or alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or the cancellation of the Contract.

9. Assessment Liens: The amount of any assessment that is a lien as of the COE, shall be paid in full by Seller prior to COE. Any assessment that becomes a lien or property tax that becomes due after COE is the Buyer's responsibility.

10. Seller Warranties: Seller warrants and shall maintain and repair the Premises so that at COE: (i) heating, mechanical, plumbing, and electrical systems, free-standing range/oven, and built in appliances will be in working condition; (ii) Seller shall remove all personal property not included in the sale and all debris from the Premises, including but not limited to vehicles, prior to Close of Escrow or such longer period allowed by City in writing; (iii) Seller will provide City with a copy of the existing tenant lease, if any, and not take any actions that would cause a breach of the lease.

11. Closing Costs: All closing costs incurred in the transfers of the Property shall be paid in accordance with the customs of real estate transactions presently in effect in Coconino County, Arizona, as determined by the Escrow Agent.

12. Distribution of Proceeds upon Closing: The proceeds of the sale (Purchase Price less Closing Costs attributable to Seller) shall be distributed to Seller by the Escrow Agent. Seller is responsible for verifying accuracy of distribution of proceeds with the Escrow Agent and the City has no liability for any errors.

13. Cure Period: A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within five (5) business days after delivery of such notice (Cure Period), the failure to comply shall become a breach of Contract.

14. Attorneys' Fees and Costs: If any action is brought by either party in respect to its rights under this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

15. Seller Remedies: In the event of default by the City, Seller's sole remedy shall be to cancel this Contract and to retain the Deposit, together with all accrued interest, as liquidated damages. Seller and the City agree that it would be impractical or extremely difficult to fix actual damages in case of the City's default; that the amount of the Deposit paid by City is a reasonable estimate of the Seller's damages in case of City's default; that Seller shall retain said Deposit as its damages; and that, thereafter, neither party shall have any further obligations to the other under this Contract, except with respect to obligations which expressly survive the cancellation of this Contract.

16. Buyer Remedies: In the event of default by Seller, the City shall have all remedies available at law including but not limited to specific performance.

17. Time of the Essence: The parties hereto expressly agree that time is of the essence with respect to this Contract.

18. Notices: Any notice, which a party is required or may desire to give the other, shall be in writing and shall be sent either (a) by United States registered or certified mail, return receipt requested, postage prepaid, or (b) by a generally recognized overnight carrier providing proof' of delivery. Any such notice shall be addressed to a party at such party's address appearing next to such party's signature on last page of the main body of this Contract. Any notice so given shall be deemed to have been given as of the date of actual receipt. Notices shall be addressed to the parties as follows:

SELLER:
Allen T. Ginsberg
Address: _____
Flagstaff, AZ _____
Email: Ag@theginsberggroup.com

BUYER:
City of Flagstaff
Attn: City Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
FAX (928) 779-7656

19. Governing Law: The laws of the State of Arizona shall govern the validity, construction, enforcement and interpretation of this Contract.

20. Severability: In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract becomes illegal, null or void or against public policy for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract will not be affected thereby and will remain in force and effect to the fullest extent permitted by law.

21. Entire Contract: This Contract embodies the entire Contract of the parties. Any amendments hereto shall be in writing and executed by the parties hereto. All exhibits attached hereto are a part of this Contract for all purposes.

22. Successors in Interest: This Contact shall bind and inure to the benefit of Seller, the City, and their heirs, executors, administrators, successors and permitted assigns.

23. Survival of Closing: Each of the covenants, conditions, agreements and representations contained in this Contract shall survive the closing hereunder and the recordation of the Special Warranty Deed.

24. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronically, and received by the City of Flagstaff by January 1, 2021 at 8:00 a.m., Mountain Standard Time.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on the date set forth below.

SELLER: Allen T. Ginsberg

By: _____

Date: _____

STATE OF ARIZONA)

) ss

County of Coconino)

ACKNOWLEDGMENT. On this ____ day of _____ 2020, before me, a Notary Public, personally appeared Allen T. Ginsberg, known to be or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same for the purposes therein contained.

_____

Notary Public

(SEAL)

City of Flagstaff, an Arizona municipal corporation

By: _____

Coral Evans, Mayor

Date: _____

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Senior Assistant City Attorney

Exhibit “A”

Legal Description:

The Easterly 35.00 feet of LOTS 5 and 6, BLOCK 25, BRANNEN ADDITION TO THE TOWN OF FLAGSTAFF, as shown on the plat thereof, recorded in Book 1 of Maps, Page 42, records of Coconino County, Arizona.

9. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Leah Bloom, Affordable Housing Advancement Project Manager

Co-Submitter: Sarah Darr

Date: 11/25/2020

Meeting Date: 12/01/2020

TITLE:

Consideration and Adoption of Resolution No. 2020-66: A resolution of the Flagstaff City Council declaring a housing crisis for the City of Flagstaff, prioritizing affordable housing within City operations to create safe, decent and affordable housing opportunities for all community members.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2020-66 by title only
2) City Clerk reads Resolution No. 2020-66 by title only (if approved above)
3) Adopt Resolution No.2020-66

Executive Summary:

On October 29, 2020, City Council considered a F.A.I.R item on a citizen's petition titled "Housing Crisis Emergency Declaration" and unanimously approved moving it forward for further discussion. At the November 24, 2020 Work Session, City Council discussed the draft resolution and this item incorporates the changes suggested by Council. Housing staff collaborated on a draft resolution declaring a Housing Crisis with other city divisions, Sustainability, Legal, and Devonna McLaughlin, the submitter of the petition and Chief Executive Officer of Housing Solution of Northern Arizona. The proposed resolution calls for action on seven (7) housing items related to planning, community education, programmatic solutions, and the overall prioritization of housing efforts and needs within the City as an organization.

Financial Impact:

While there are no direct financial impacts resulting from this resolution, the resolution does call for a prioritization of affordable housing activities and programs within City operations.

Policy Impact:

This resolution, if adopted would have the impact of prioritizing affordable housing policy and programs within the organization. It will also have the impact of furthering additional goals identified in the City's Climate Action and Adaptation Plan, Flagstaff's Regional Plan and Neighborhood Plans.

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Advance social equity and social justice in Flagstaff (SP) 3.4/ 4.1/ 4.2/ 4.4/ (RP)PF.2-3/ NH.3-5/ LU.18/ T.5-7/ ED.2/ REC.1
- Support the development of attainable and accessible housing (RP)LU.2/LU.4/ LU.6/ LU.11-13/ LU.18/ NH.1/ NH.3-5
- Implement, maintain and further the Climate Action and Adaptation Plan (CAAP) (RP) E&C.2-4

Regional Plan

- NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
    - Policy NH.1.1. Preserve and enhance existing neighborhoods.
- NH.3. Make available a variety of housing types at different price points,to provide housing opportunity for all economic sectors.
    - Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.
    - Policy NH.3.2. Promote accessory dwelling units, where appropriate.
    - Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.
    - Policy NH.3.4. Reuse former brownfield, vacant buildings, and commercial buildings to provide new mixed-use and/or housing options.
    - Policy NH.3.5. Encourage and incentivize affordable housing.
- LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.
- LU.13. Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Has There Been Previous Council Decision on This:

Timeline

- October 13, 2020 - Citizen Petition received
- October 19, 2020 - F.A.I.R item for consideration of a “Housing Crisis Emergency Resolution”, unanimous support for moving forward
- November 24, 2020 - Received Council’s direction on the draft Housing Crisis Resolution

Options and Alternatives:

1) Approve and Adopt Resolution No. 2020-66
2) Amend Resolution Resolution No. 2020-66
3) Not Approve Resolution No.2020-66

Background/History:

The lack of affordable and workforce housing in the Flagstaff community has been a continuing problem for over 50 years. Data shows housing costs, pushed higher by limited supply and external demand, have exceeded the buying and renting power of our workforce for decades while income remained stagnant. In 2017, 54.6% of respondents to the Economic Collaborative of Northern Arizona (ECoNA) Housing Attainability for the Flagstaff Workforce survey stated they are considering leaving Flagstaff because of housing costs. In addition, 43.6% of people plan to leave Flagstaff in the “next few years”.

Housing Solutions of Northern Arizona and the City of Flagstaff’s Housing Section co-created an

infographic titled “Affordable Housing Needs Assessment for the Flagstaff Community”. The infographic sources data from the 2018 American Community Survey, Department of Housing and Urban Development, Council for Community and Economic Research, and Flagstaff’s Multiple Listing Service which reveals that;

1. 49% of all Flagstaff households are low income.
2. 22,373 Flagstaff community members are living housing cost-burdened, meaning that households are paying more than 30% of their monthly income toward housing costs.
3. The cost of housing is 33.5% higher and the cost of living is 13.4% higher in Flagstaff compared to national averages.
4. Since 2010, the median sales price of a home rose by 53%, while Area Median Income (AMI) rose by 14%.

COVID-19 has created greater instability among vulnerable populations experiencing or at-risk of homelessness and said instability is projected to increase due to the long-term effects of COVID-19 on vulnerable populations. Now more than ever, households are just one life event away from eviction and/or foreclosure, increasing housing insecurity.

From every crisis, an opportunity is created. The Housing Section, local housing providers, and housing practitioners are ready for the call to action should a Housing Crisis be declared by City Council in the Flagstaff Community.

Key Considerations:

- Affordable housing in Flagstaff has been a documented need for more than 50 years and has reached crisis levels in recent years with data showing housing costs pushed higher by limited supply and external demand exceeding the buying and renting power of the local workforce for decades while income has remained stagnant.
- Over the past 10 years, the median sales price of a home rose by 53%, while Area Median Income (AMI) rose by only 14% according to datasets published by the United States Department of Housing and Urban Development (HUD) in 2020 and, according to the Council of Community and Economic Research’s Quarter 1, 2020 Cost of Living Index, the cost of housing is 33.5% higher and cost of living is 13.4% higher in Flagstaff compared to national averages.
- A significant portion of the housing stock in Flagstaff consists of second homes and short-term rentals, thus impacting the availability of housing stock for local households.
- According to the 2018 American Community Survey and recent data from the 2020 Flagstaff Community Affordable Housing Needs Assessment, 55% of renters and 27% of homeowners (total of 22,373 Flagstaff community members) are living in housing cost burdened households, meaning that households are paying more than 30% of their gross monthly income toward housing costs.
- In relation to local homeownership, Multiple Listing Service data from the first half of 2020 shows the median sales price of a home in Flagstaff was $407,500, requiring a household to earn approximately $86,360 (assuming 30% housing ratio) annually to afford the monthly mortgage payment and have about $26,000 in funds to contribute toward the down payment and closing costs.
- In relation to the local rental market, 2020 data from the HUD’s Fair Market Rent determination for a 2-bedroom apartment in Flagstaff was $1,266 per month, which means a household would need to earn $4,220 per month or $50,640 per year in gross income to afford the monthly rent.
- In relation to local homelessness, November 2020 data from the Coconino County Coordinated Entry Front Door program indicates over 689 unique individuals, representing 366 households, are experiencing homelessness in our community, and of these individuals, 155 are chronically homeless.
- In 2017, 54.6% of respondents to the Economic Collaborative of Northern Arizona’s Housing Attainability for the Flagstaff Workforce survey stated that they are considering leaving Flagstaff because of housing costs and 43.6% plan to leave in the “next few years”.
- Housing opportunities close to employment, activity centers and permanent transit reduces

greenhouse gas emissions, furthering goals identified in the City's Climate Action and Adaptation Plan and Flagstaff's Regional Plan.

- Federal and State Fair Housing Laws ensure full and fair access to housing opportunities by protecting individuals from being discriminated against in housing because of race, color, national original, religion, sex, disability or familial status.
- The current COVID-19 pandemic illustrates that individuals without stable housing are more vulnerable to poor health and communicable diseases, including COVID-19, and that unhoused people have limited options for safe, sanitary shelter, making an effective response to the deadly virus extremely difficult.
- The economic crisis, which resulted from COVID-19 business closures, disproportionately impacted lower-income households, which are often one life-event away from eviction and/or foreclosure, causing housing insecurity.
- Housing is healthcare as evidence-based research shows that households with safe, decent and affordable homes are better able to find employment, perform better in school and maintain improved health.

Community Involvement:

This is a action based on a citizen's petition, turned in with more than the required signatures and titled "Flagstaff's response to our local community's long-term Housing Crisis". The action requested by the community is; "Flagstaff City Council declare a Housing Crisis in the City of Flagstaff through Emergency Resolution. This action should be followed by the prioritization of housing as a focus of investment, action & support by the City."

Attachments: Res. 2020-66
Citizen Petition
Housing Crisis Resolution 2020-66 Presentation

RESOLUTION NO. 2020-66

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING A HOUSING CRISIS FOR THE CITY OF FLAGSTAFF, PRIORITIZING AFFORDABLE HOUSING WITHIN CITY OPERATIONS TO CREATE SAFE, DECENT AND AFFORDABLE HOUSING OPPORTUNITIES FOR ALL COMMUNITY MEMBERS.

RECITALS:

WHEREAS, affordable housing in Flagstaff has been a documented need for more than 50 years and has reached crisis levels in recent years with data showing housing costs pushed higher by limited supply and external demand exceeding the buying and renting power of the local workforce for decades while income has remained stagnant; and

WHEREAS, over the past 10 years, the median sales price of a home rose by 53%, while Area Median Income (AMI) rose by only 14% according to datasets published by the United States Department of Housing and Urban Development (HUD) in 2020 and, according to the Council of Community and Economic Research's Quarter 1, 2020 Cost of Living Index, the cost of housing is 33.5% higher and cost of living is 13.4% higher in Flagstaff compared to national averages; and

WHEREAS, a significant portion of the housing stock in Flagstaff consists of second homes and short-term rentals, thus impacting the availability of housing stock for local households; and

WHEREAS, according to the 2018 American Community Survey and recent data from the 2020 Flagstaff Community Affordable Housing Needs Assessment, 55% of renters and 27% of homeowners (total of 22,373 Flagstaff community members) are living in housing cost burdened households, meaning that households are paying more than 30% of their gross monthly income toward housing costs; and

WHEREAS, in relation to local homeownership, Multiple Listing Service data from the first half of 2020 shows the median sales price of a home in Flagstaff was $407,500, requiring a household to earn approximately $86,360 (assuming 30% housing ratio) annually to afford the monthly mortgage payment and have about $26,000 in funds to contribute toward the down payment and closing costs; and

WHEREAS, in relation to the local rental market, 2020 data from the HUD's Fair Market Rent determination for a 2-bedroom apartment in Flagstaff was $1,266 per month, which means a household would need to earn $4,220 per month or $50,640 per year in gross income to afford the monthly rent; and

WHEREAS, in relation to local homelessness, November 2020 data from the Coconino County Coordinated Entry Front Door program indicates over 689 unique individuals, representing 366 households, are experiencing homelessness in our community, and of these individuals, 155 are chronically homeless; and

WHEREAS, in 2017, 54.6% of respondents to the Economic Collaborative of Northern Arizona's Housing Attainability for the Flagstaff Workforce survey stated that they are considering leaving

Flagstaff because of housing costs and 43.6% plan to leave in the “next few years”; and

WHEREAS, housing opportunities close to employment, activity centers and permanent transit reduces greenhouse gas emissions, furthering goals identified in the City’s Climate Action and Adaptation Plan and Flagstaff’s Regional Plan; and

WHEREAS, Federal and State Fair Housing Laws ensure full and fair access to housing opportunities by protecting individuals from being discriminated against in housing because of race, color, national original, religion, sex, disability or familial status; and

WHEREAS, the current COVID-19 pandemic illustrates that individuals without stable housing are more vulnerable to poor health and communicable diseases, including COVID-19, and that unhoused people have limited options for safe, sanitary shelter, making an effective response to the deadly virus extremely difficult; and

WHEREAS, the economic crisis, which resulted from COVID-19 business closures, disproportionately impacted lower-income households, which are often one life-event away from eviction and/or foreclosure, causing housing insecurity; and

WHEREAS, housing is healthcare as evidence-based research shows that households with safe, decent and affordable homes are better able to find employment, perform better in school and maintain improved health.

ENACTMENTS:

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

SECTION 1. The City of Flagstaff declares that a housing crisis exists within our City and region and recognizes the need to make housing a leading priority for the organization and community.

SECTION 2. The City of Flagstaff Housing Section, within nine months from adoption of this Resolution and with input from the City’s Housing Commission, will present to City Council for consideration a Housing Plan focused on housing development and preservation within the City for the next 10 years. Plan elements will include, but not be limited to, ways City resources (including land, staff and financial resources) can best be utilized to achieve identified goals. The plan elements will also include ways the City can encourage more economically priced housing construction by the private sector to address Flagstaff’s workforce housing needs and to increase attainable housing opportunities for, and occupied by, local residents. The Plan will set goals that will be reviewed annually in a report to City Council and the community.

SECTION 3. The City of Flagstaff commits to its own citywide prioritization of housing efforts, utilizing the Housing Plan described above as the foundational framework for establishing work programs, prioritizing staff work and allocating necessary funding for its implementation.

SECTION 4. The City of Flagstaff will continue its commitment to further Federal and Arizona Fair Housing laws in all housing-related services and programs, valuing the efforts of those who seek to reduce barriers to full and equal access to housing opportunities, and providing Fair Housing education and resources to the community.

SECTION 5. The City of Flagstaff will create and implement a public outreach campaign to educate the community about the critical role affordable housing plays in a thriving community and combating “Not in My Backyard” opposition to housing and affordable housing.

SECTION 6. The City of Flagstaff will continue to lobby and support federal and state legislation to increase the amount of funding available for the preservation and construction of affordable housing.

SECTION 7. The City of Flagstaff will explore and support additional local funding resources for the creation of affordable housing units and expansion of programs to improve access to housing.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 1st day of December, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

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Printed Name of Submitter: Devonna McLaughlin
(Submitter must also sign below and complete information)

Contact Information: 928-214-7456 / devonnam@housingnaz.org
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/09/2020	Kun Zhang	504 W. Cattle Dr. Trl.	
10/09/2020	Jin Wang	504 W. Cattle Dr Trl.	

RECEIVED BY CITY OF FLAGSTAFF

DATE RECEIVED	BY	COUNCIL MEETING DATE
10/13/2020		10/20/2020

RECEIVED

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/9/2020	Elisabeth Monroe	2675 E. Hemberg Dr. Flagstaff, AZ 86004	Elisabeth Monroe
10/9/2020	Steven Zelles	2675 E Hemberg Dr Flagstaff AZ 86004	

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DATE RECEIVED	BY	COUNCIL MEETING DATE

02/2016

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
100720	Madeline Cripe	2145 S. Linmar Ct. Flagstaff, AZ 86001	Madeline Cripe
100720	Katreena Blazencic	1201 E Ponderosa Pkwy Flagstaff, AZ 86001	
100720	Cutie Schott	2022 W Adirondack Ave Flagstaff AZ 86001	
100720	Elliot Rumpf	319 N. Park St. Apt E Flagstaff AZ 86001	
100720	Amanda Brown	700 South Blackford Roost St. #71 Flagstaff AZ 86001	Amanda Brown
100820	Sidney Broadley	5250 E. Cortland Blvd. APT 65 Flagstaff, AZ 86004	Sidney Broadley
100920	Chelsey Hodge	147 Pinecrest Tr Williams AZ 86046	Chelsey Hodge
100920	Alaina Armendariz	555 West Forest Meadows St Flagstaff, AZ	Alaina Armendariz

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10-8-20	WILLIAM WELLS	3395 E. LINDAVISTA Flagstaff, AZ 86004	
10-8-2020	Christina Barrett	2303 N. Izabel St. #103 Flagstaff AZ. 86004	
10-8-2020	Alexandrea Borrelli	2303 N. Izabel St 103 Flagstaff AZ 86004	

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/8/20	Catherine T. Dubay	2018 S Tombaugh Way	
10/8/20	Adrah Paratore	1863 W. Skellie Dr.	
10/08/2020	Brian Blaum	402 W. Apache Rd Flg, AZ	
10/10/2020	M Kathy Magness	406 W Apache Rd 86001	
10.10.2020	Paul Kris Paulsen	323 W. Apache Rd 86001	
10/10/2020	Margot Steffensen	422 W APACHE RD. 86001	
10/10/2020	Parke Steffensen	422 Apache RD. 86001	

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/	NANCY MARSHALL	528 Pinecliff, 86001	Nancy Marshall
10/ /20	DAVID HOBSON	101 S. PARK ST. S-2 86001	D Hobson
10.11.20	Theodore Bordwell	1427 W. Cochran	Theodore A. Bordwell
10/11/20	Pamela J. Garcia	1545 S. Paseo del Flag Flagstaff, AZ 86001	Pamela J Garcia
10/11/20	JULIE HEYNSSENS	1314 S Maricopa St Flagstaff 86001	Julie Heynssens
10/11/20	Matthew Hall	402 S. Leroux St. FLAGSTAFF, AZ 86001	Matthew Hall

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/05/2020	LEAH HARTMAN	316 N. BONITO ST., #1, FLAGSTAFF, AZ 86001	
10/6/2020	Kelly Elliott	923 N. Leroux St. #3 Flagstaff, AZ. 86001	
10/6/2020	Carson Pymes	539 S. O'Leary St #4 Flagstaff, AZ 86001	
10/6/2020	Darnell Allen	3325 E. Lockett Rd #2 Flagstaff, AZ 86004	
10/6/2020	Aaron Nastasie	5875 E. Butris Ln #31 Flagstaff, AZ 86004	
10/10/2020	Jaelynn Valencia	3046 Ancient Trl Flagstaff, AZ 86005	

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/5/2020	Yiqun Lin	1317 W. Lil Ben Tr. Flagstaff 86005	
10/5/2020	Joel McMullin	1317 W. LIL BEN TRL FLAGSTAFF, AZ 8600S	
10/5/2020	PIN NG	1234 W. LIL BEN TRL FLAGSTAFF, AZ 86005	
10/5/2020	Muj-Joo Wee	1234 W Lil Ben Trl Flagstaff-AZ 86005	
10-6-2020	BILLIE GILMORE	1331 W. LIL BEN TRL FLAGSTAFF AZ 86005	
10-6-2020	Edward F. AYALA	1331 W. LIL BEN TRL FLAGSTAFF AZ 86005	

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/5/20	Kailey Jensen	5077 S. Amethyst Rd	Kailey Jensen
10/5/20	Christina Severinghaus	533 W Wulfenite	Christina Severinghaus
10/5/20	Nathan Rapke	2711 N Prescott Rd Flagstaff	
10/5/20	STEPHEN PROBERT	549 W Cinnabar Trl, Flag.	
10/5/20	Sheri Williams	5920 Buckboard Trl	
10/5/20	Ashlee Binderim	12195 N Copeland Ln.	
10/6/20	M. Sarah Rendon	2280 S. Rocking horse Ln.	
10/6/20	Richard Brust	3725 S. Yaqui Dr. #2A	

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DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/5/2020	DAVID HAYWARD	3325 N Antler King Flagstaff AZ 86001	
10/5/2020	Larwin Begashka	P.O. Box 467 Sanders	
10/5/2020	Aston Hayden	2110 N 1st St Apt A Flagstaff, AZ 86004	
10/5/2020	Michelle McMannon	3787 E. Jacamar Dr. Flagstaff, AZ 86004	
10/5/2020	TAD Moore	1155 E. APPALACHIAN FLAGSTAFF, AZ 86004	
10/06/2020	Angela Kader	2716 N. West St Flagstaff, AZ 86004	
10/06/2020	Tyler Welch	5303 East Cortland Blvd Apt J-10 Flagstaff, AZ 86004	

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PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/5/2020	Sandi Flores	1620 N. Center St. Flagstaff AZ 86004	
10/5/2020	Kelly Wells	3325 E. Linda Vista Dr. Flagstaff, AZ 86004	
10/5/2020	Devonna McLaughlin	69 W. Travertine Tr. Flagstaff, AZ 86005	
10/5/2020	CATHY SMALL	185 E. HUTCHESON DR FLAGSTAFF AZ 86001	
10/5/2020	Leah Bloom	402 West Apache Road Flagstaff AZ 86001	
10/5/2020	Jennifer Mikelson	3159 N. Kyle Loop Flagstaff, AZ 86004	
10/5/2020	AJ Flores	1620 N. Center St. Flagstaff AZ 86004	
10/5/2020	Amanda Gisbile	P.O. Box 362 Tuba City, AZ	
10/5/2020	Sarah Annibal	940 E Jackson Dr Apt 343 Flagstaff, AZ 86001	
10/5/2020	Tatum Covey	1350 E Knoles Dr #130 Flagstaff, AZ 86001	

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DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/5/20	Andrea Scully	2902 N. Alta Vista Dr.	A Scully
10/5/20	Eric Nolan	406 W Cherry Ave #B Flagstaff AZ 86001	
10/5/20	DAVID BONNELL	402 S LEBOUX, FLG 86001	

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DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/02/20	Lauren Lauder	3746 E. Avocet Ave., Flagstaf	
10/5/20	Luke Ostrand	2488 W. Gunnison 86001	
10/5/20	Erin Moore	1155 E Appalachian Rd. 86004	
10/5/20	Sukhdip Sekhon	316 Bonito St.	
10/5/20	Lucy Amos	115 E. Terrace Ave Apt 24	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE



1

Housing Crisis Resolution

Timeline

- **October 13, 2020**
  - Citizen Petition received
- **October 19, 2020**
  - F.A.I.R item for consideration of a "Housing Crisis Emergency Resolution"
- **November 24, 2020**
  - Work Session for Council feedback on draft resolution
- **December 1, 2020**
  - Council Consideration of resolution

2

Changes from Last Week

SECTION 2. The City of Flagstaff Housing Section, within nine months from adoption of this Resolution and with input from the City's Housing Commission, will present to City Council for consideration a Housing Plan focused on housing development and preservation within the City for the next 10 years. Plan elements will include, but not be limited to, ways City resources (including land, staff and financial resources) can best be utilized to achieve identified goals. The plan elements will also include ways the City can encourage more economically priced housing construction by the private sector to address Flagstaff's workforce housing needs and to increase attainable housing opportunities for, and occupied by, local residents. The Plan will set goals that will be reviewed annually in a report to City Council and the community.

3

Changes from Last Week

SECTION 6. The City of Flagstaff will continue to lobby and support federal and state legislation to increase the amount of funding available for the preservation and construction of affordable housing.

4


HOTEL
MONTE VIS
TRADERS
FLAGSTAFF
ARIZONA
MOUNTAIN
SPORTS
Housing Crisis Resolution 2020-66
Questions?
TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

5

9. F.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Erin Young, Water Resources Manager
Co-Submitter:	Ryan Roberts
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE:

Consideration and Adoption of Ordinance No. 2020-33: An ordinance of the City Council of the City of Flagstaff, amending City Code Title 7, Health and Sanitation, Chapter 03-001-0014, Water Conservation to prohibit the use of potable water to fill amenity lakes, ponds, or other bodies of water; providing for severability, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the December 1, 2020 Council Meeting:

1) Read Ordinance No. 2020-33 by title only for the first time
2) City Clerk reads Ordinance No. 2020-33 by title only (if approved above)

At the December 8, 2020 Special Council Meeting:

3) Read Ordinance No. 2020-33 by title only for the final time
4) City Clerk reads Ordinance No. 2020-33 by title only (if approved above)
5) Adopt Ordinance No. 2020-33

Executive Summary:

At City Council's November 3, 2019 meeting, Councilmember Aslan requested staff to investigate if there are any reasonable restrictions that can be adopted on the use of potable water. Former Water Services Director Brad Hill talked with Councilmember Aslan this past Spring 2020 and discussed one alternative to prevent the filling of amenity lakes and ponds with potable water. Staff recommends that City Council consider the reasonable restriction on potable water use by changing City Code to align with the City's adopted water Policy C.7.2 and to come in line with water management in the State's Active Management Areas. The proposed Code changes are presented in Ordinance No. 2020-33.

Financial Impact:

None.

Policy Impact:

City Council adopted by Resolution 2014-13, the Water Services Integrated Master Plan - a comprehensive set of water policies known as the Principles of Sound Water Management – Water Policies in 2014 (Attachment 2). The purpose of this document was to provide fundamental principles and guidelines for how the Water Services Division (Utilities as it was known then) achieves the goals and objectives outlined by City Council and upper City Management. In this document, Council adopted Policy C7 – Uses, Allocation and Priority that pertains to the direct reuse of reclaimed water (p. 22).

Specifically, Policy C7.2 states that "Golf courses, other large turf areas (e.g., schools, parks, etc.) and amenity lakes shall use Direct Reuse of reclaimed water."

Connection to PBB Key Community Priorities/Objectives & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Priority: Environmental Stewardship:
Objectives: Actively manage and protect all environmental and natural resources
Implement sustainable building practices and alternative energy and transportation options

Regional Plan

Goal WR.3. Satisfy current and future human water demands and the needs of the natural environment through sustainable and renewable water resources and strategic conservation measures. Policy WR.3.4. Use reclaimed water and rainwater harvesting wherever appropriate and practical.

Has There Been Previous Council Decision on This:

Not specific to amenity lakes in City Code, however, City Council adopted by Resolution 2014-13 the Principles of Sound Water Management – Water Policies, Policy C7.2 "Golf courses, other large turf areas (e.g., schools, parks, etc.) and amenity lakes shall use Direct Reuse of reclaimed water."

Options and Alternatives:

1. Direct staff to amend the proposed language and come back to Council at a later date.
2. Elect to leave the Code as-is without any restriction on using potable water for amenity lakes, ponds, etc.

Background/History:

Staff recognized that Flagstaff's City Code is silent on the types of water that can be used to fill new bodies of water (e.g., amenity lakes or ponds) that could be associated with a new future golf course or development. The State Legislature adopted Senate Bill 1200, known as the "Lakes Bill", over 33 years ago in 1987 that addressed this issue. The new legislation created Arizona Revised Statutes §45-132 (Attachment 3) that prohibits the filling of large bodies of water for landscape, scenic or recreational purposes unless they are filled with effluent (recycled water), stormwater, etc. However, that legislation only applies to communities within the State's five Active Management Areas and not to northern Arizona and the City of Flagstaff.

Key Considerations:

The Water Conservation Strategic Plan (Plan), scheduled for possible adoption by City Council at the December 1, 2020 meeting, was developed in response to a request from City Council to expand and improve water conservation efforts in the City of Flagstaff. When building the final Optimized Conservation Program for Council's consideration, the unintentional impacts conservation has to the City's gravity-fed sewer collections system and increasing strength of the waste stream at the two Water Reclamation Plants was one criterion used to assess new conservation measures for adoption. The new actions that were selected are focused on outdoor water savings included Smart metering, outdoor water budgeting, school retrofits, and proposals to City Code. The action to restrict the use of potable water for amenity lakes, ponds, bodies of water, etc., aligns with recommendations from the Water Conservation Strategic Plan.

Community Involvement:

Staff provided a similar presentation to the Water Commission at the November 19, 2020 meeting. A motion was made, moved by Ben Ruddell and seconded by Timothy Bowers to recommend to City Council to consider the reasonable restriction on potable water used by changing Code to align with the City's adopted water Policy C.7.2 and to come in line with water management in the State's Active Management Areas, but suggest clarification process of getting an exception. Motion passed unanimously.

Attachments: Ord. 2020-33
Attachment 2
Attachment 3
Presentation

ORDINANCE NO. 2020-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING CITY CODE TITLE 7, HEALTH AND SANITATION, CHAPTER 03-001-0014, WATER CONSERVATION TO PROHIBIT THE USE OF POTABLE WATER TO FILL AMENITY LAKES, PONDS, OR OTHER BODIES OF WATER; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff is nationally recognized as a leading municipality in developing policy and regulations related to water management; and

WHEREAS, the City of Flagstaff consistently places a high value on water as a valuable resource to be conserved where possible; and

WHEREAS, the City of Flagstaff continues to create policies and regulations on the use of water which demonstrates the high value the City of Flagstaff places on water as a resource; and

WHEREAS, many of those policies were adopted by the City Council on April 1, 2014, in the form of Resolution 2014-13 which was then known as the Utilities Integrated Master Plan, and is now more commonly known as the Water Services Integrated Master Plan; and

WHEREAS, the Water Services Integrated Master Plan contains Section D entitled “Water Conservation” which provides the underlying policy and support for many of the City of Flagstaff’s efforts to encourage and regulate the wise use of water as a resource; and

WHEREAS, Section 7-03-001-0014 of the Flagstaff City Code which is entitled “Water Conservation” contains numerous regulations requiring water conservation; and

WHEREAS, from time to time, the City Council for the City of Flagstaff can update, add to, or amend the water conservation regulations to provide for additional methods and requirements increasing water conservation; and

WHEREAS, the City Council has determined that the use of potable water for amenity lakes or other sizable ponds of water for recreational, decorative, or other similar purposes should be regulated to further increase water conservation in the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. City Code Title 7, *Health and Sanitation*, Chapter 03-001-0014, *Water Conservation*, is hereby amended as follows:

7-03-001-0014 Water Conservation

A. Definitions:

1. "Body of water" means a body of water including a lake, pond, lagoon, artificial pond or stream, that has a surface area greater than thirteen thousand square feet (approximate area of an Olympic-sized pool) and that is filled or refilled for landscape, scenic or recreational purposes. An exception can be granted as per Section 7-03-001-0014 E.1.e. Only for the purpose of determining the surface area of a body of water, two or more bodies of water that are connected are considered to be one body of water.

~~1.~~2. Commercial Provision: An agreement between the ~~Utilities~~ Water Services Division and a commercial customer where compliance with the Strategy Level may cause unreasonable economic hardship. A Commercial Provision may be applied for by a business that requires a water use for its day-to-day business operation to succeed. There is no fee associated with obtaining a Commercial Provision. Commercial Provisions shall not be considered for aesthetic landscaping purposes. Examples of businesses that may request a Commercial Provision include, but are not limited to, landscapers and nurseries. A request for a Commercial Provision shall be made in writing to the ~~Utilities~~ Water Services Director and shall include the nature of the business, the anticipated water usage per day, and what steps are being taken to conserve water at the business location. Approval and denial commercial provision letters shall be copied to the City Manager and City Council for informational purposes.

~~2.~~3. Emergency Authority: Authority to make operational adjustments and/or changes to the potable water and reclaimed water system for the purpose of protecting the system from damage, maintaining water supply, or restoring the system to operation after a system failure. This includes authority to mix potable water with reclaimed water for the purpose of protecting the system from imminent system damage.

~~3.~~4. Even-numbered address: Any street address ending in; zero (0), two (2), four (4), six (6), or eight (8).

~~4.~~5. Irrigate: To supply land or crops with water by means of pipes or hoses.

~~5.~~6. Odd-numbered address: Any street address ending in; one (1), three (3), five (5), seven (7), or nine (9).

~~6.~~7. Potable Water: Water that is safe and satisfactory for drinking and cooking.[1]

~~7.~~8. Reclaimed Water: Water that has been treated or processed by a wastewater treatment plant or an on-site treatment facility. (ARS 49-201.31)

~~8.~~9 Resource Status I: When water demand is equal to or less than safe production capability.

~~9.~~10. Resource Status II: When water demand exceeds safe production capability for five (5) consecutive days.

~~10.~~11. Resource Status III: When water demand exceeds total production capability and the amount of water in storage may impair fire protection for the City.

~~11.~~12. Safe Production Capability: 90% of total water resources available measured in million gallons per day (MGD), based on potable water production and distribution components.

~~12.~~13. Special Provision: An agreement between the ~~Utilities~~ Water Services Division and a large-volume irrigator allowing special hours of irrigation due to public access concerns or hydraulic constraints.

~~13.~~14. Surcharge: To charge an additional fee, cost, or levy.

15. "Swimming pool" means an artificially constructed pool for swimming purposes that meets the applicable design standards and specifications for swimming pools prescribed by Flagstaff City Code Chapter 4-10 2018 International Swimming Pool and Spa Code, that is less than thirteen thousand square feet.

~~14.~~16. Total Production Capability: The total water resources available measured in million gallons per day (MGD), based on potable water production and distribution components.

~~15.~~17. Unreasonable Economic Hardship: A hardship where a business' ability to operate using normally accepted practices is adversely affected by the water restriction.

~~16.~~ 18. Water Availability Strategy: An effort initiated to ensure the availability of adequate water resources for the future, and in times of emergency.

~~17.~~19. Wasting Water: To use or expend water thoughtlessly or carelessly. Examples include, but are not limited to, allowing water to run into the street/gutter, allowing water to pool, irrigating during precipitation events, and failing to repair water leaks. The determination of Wasting Water shall be made by a representative of the City of Flagstaff.

[1] Symons, James M. et al., The Drinking Water Dictionary (American Water Works Association, 2001), P. 333.

B. The City Manager, upon the recommendation of the ~~Utilities~~ Water Services Director, after notification to the City Council is hereby authorized to declare and suspend Water Availability Strategies and elements of Strategies. The Strategies may be initiated and suspended based upon Resource Status Levels, or other pertinent information, which evaluate the relationship between water demand and municipal safe production capability.

C. The ~~Utilities~~ Water Services Division has emergency authority to take operational measures deemed necessary to protect the potable and reclaimed water systems.

D. Augmentation of the reclaimed water system with potable water except as referenced in Paragraph C shall require prior approval of the City Manager, upon the recommendation of the ~~Utilities~~ Water Services Director and after notification to the City Council.

E. The following Water Availability Strategies shall govern the use of City water by any user of the City potable water system, as prescribed below:

1. Strategy I: Water Awareness (may implement with Resource Status I). Conserve water, in and outside of the home, using the best practices available to minimize waste. Water users are specifically encouraged to landscape with plant materials requiring little or no supplemental irrigation water. The following uses are restricted or prohibited.

   No person shall:

   a. Irrigate between the hours of 9 AM and 5 PM. Even-numbered street addresses shall irrigate Wednesday, Friday, and Sunday. Odd-numbered street addresses shall irrigate Tuesday, Thursday, and Saturday. No irrigation shall be allowed on Monday. Daily hand watering with a hose or watering can is allowed. Strategy I irrigation hours shall apply to hand watering. Water use for maintenance of irrigation systems is permitted during all times of the day.

   b. Use water from a fire hydrant unless for public health or safety, or with the authorization of the ~~Utilities~~ Water Services Division.

   c. Waste water, as defined in section A.

   d. Irrigate golf courses with potable water.

   e. Fill or refill all or a portion of a body of water for landscape, scenic or recreational purposes unless it is filled with reclaimed water or stormwater runoff that is not subject to appropriation. This section does not apply to a body of water if any of the following applies:

      i. The body of water was filled prior to, or the facility that holds the body of water existed prior to, January 1, 2021. If the surface area of the body of water is increased on or after January 1, 2021, this exception does not apply to the quantity of water that is added.

      ii. The body of water is located in a recreational facility that is open to the public and owned or operated by the United States, the State of Arizona, Coconino County, and/or the City of Flagstaff.

      iv. The body of water is a swimming pool less than thirteen thousand square feet as defined here-in.

      v. An exception was granted by City Council allowing the body of water to be filled with potable water.

   New landscape permits. Daily irrigation of new landscape may be allowed for elective landscaping and will be allowed for required landscaping by obtaining a permit from the Water Conservation Office. The permit shall be good for a maximum of thirty (30) days. The fee for the permit shall be ten dollars ($10) to cover administration and printing, and shall be adjusted to cover changing costs. The permit shall be obtained prior to landscape installation and prominently posted at the irrigation site. The determination of provision of an elective landscaping permit shall be made by a representative of the ~~Utilities~~ Water Services Division

and may be appealed by the applicant to the Flagstaff Water Commission if thought to be unreasonably denied. The decision of the Water Commission shall be final. Strategy I irrigation hours shall apply to irrigation permits.

2. Strategy II: Water Emergency (may implement with Resource Status II). In addition to the requirements of Strategy I, the following uses are restricted or prohibited.

No person shall:

a. Irrigate or wash vehicles, except as provided. Even-numbered street addresses are restricted to said uses on Wednesday, Friday, and Sunday. Odd-numbered street addresses are restricted to said uses on Tuesday, Thursday, and Saturday. No outdoor watering activity shall be allowed between the hours of 9 AM and 5 PM. Vehicle washing for public health and safety shall be exempt. This restriction shall not apply to commercial car washes.

b. Wash paved areas such as drives, sidewalks and tennis courts, or buildings, except for health or safety. Restriction shall not apply to commercial high pressure water blasting for maintenance or construction purposes during strategy II. The use of Reclaimed Water for said uses shall not be restricted.

c. Use potable water for filling ornamental fountains, ~~artificial ponds or streams.~~

d. Fill recreational swimming pools, spas, or wading pools holding more than one hundred (100) gallons.

e. Use potable water for major construction activity, such as dust control, soil compaction, or street cleaning. Major construction activity shall be considered that activity requiring the use of a hydrant meter for the dispensing of potable water or obtaining the water from City of Flagstaff standpipes.

Single-Family Residential, and all lawn meter rates shall increase to one hundred fifty percent (150%) of the established rate for any water consumption between six thousand two hundred one (6,201) and eleven thousand five hundred (11,500) gallons. Rates shall increase to two hundred percent (200%) of the established rate for any water consumption greater than eleven thousand five hundred one (11,501) gallons per billing cycle. Rate increases shall take effect with the billing cycle(s) following the implementation of Strategy II.

Multi-family, Commercial, Industrial, and Institutional water rates shall increase to 120% of the established rate. The rate increase shall take effect with the billing cycle(s) following the implementation of Strategy II.

Potable water standpipe rates shall increase to one hundred thirty percent (130%) of the established rate. The rate increase shall take effect upon implementation of Strategy II. Standpipe water shall be limited to uses within a twenty-five (25) mile radius of City Hall. Standpipe water shall not be used for major construction

activity, dust control, irrigation of decorative landscaping and/or turf.

No new elective or required landscaping permits shall be issued. Landscaping not installed and required by the City of Flagstaff to meet the Land Development Code will not delay a Certificate of Occupancy to be issued providing its installation is delayed as a result of a suspension of new landscaping permits and a surety is provided acceptable to the Community Development Division.

Upon suspension of Strategy II, rates shall return to their respective level with the billing cycle(s) following the date of the suspension, or in the case of standpipe rates, upon suspension.

3. Strategy III. Water Crises (may implement with Resource Status III). In addition to the requirements of Strategy I and Strategy II, the following uses are restricted or prohibited.

   No person shall:

   a. Use any potable water for outside use.

   b. Use fire hydrants, unless for public health, safety, and welfare by authorized government agencies only.

   c. Waste water intentionally or unintentionally. Specifically applies to all residential, commercial, industrial, and institutional use.

   d. Use potable water in violation of any other restriction deemed necessary by the City Council for the purpose of protecting the welfare of the citizens of Flagstaff.

   No new Special or Commercial provisions shall be allowed unless approved by the Flagstaff City Council or the Water Commission.

D. Surcharges/Appeals:

1. A Surcharge of $25.00 shall be assessed to the account of record for a violation of Strategy I.

2. A Surcharge of $50.00 shall be assessed to the account of record for a violation of Strategy II.

3. A Surcharge of $100.00 shall be assessed to the account of record for a violation of Strategy III.

4. Surcharges shall double for every repeat violation. Each succeeding Surcharge under the prevailing strategy level may be twice the previous Surcharge assessed for the previous violation.

5. A commercial water hauler determined to be violating the standpipe restrictions shall pay a surcharge equal to that for the appropriate Strategy Level prior to the receipt of additional water.

6. The assessment of the Surcharge may be informally appealed, in writing, within fourteen (14) calendar days of the notice of the Surcharge assessment. The written appeal shall be received by the City of Flagstaff ~~Utilities~~ Water Services Division within said fourteen (14) day time limit or the right to such appeal shall be permanently waived. Address all Surcharge-related correspondence to:

   City of Flagstaff ~~Utilities~~ Water Services Division
   Water Conservation Program Manager
   211 West Aspen Avenue
   Flagstaff, AZ 86001

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. 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 4. 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 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 8th day of December, 2020.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

UTILITIES INTEGRATED MASTER PLAN

Principles of Sound Water Management
Water Policies Chapter

April 1, 2014

City of Flagstaff - Utilities Division

RESOLUTION NO. 2014-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE *UTILITIES INTEGRATED MASTER PLAN: PRINCIPLES OF SOUND WATER MANAGEMENT, WATER POLICIES CHAPTER* AS THE WATER POLICY FOR THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, the Water Commission, with the assistance of the Utilities Division of the City of Flagstaff, prepared a draft of the proposed *Utilities Integrated Master Plan: Principles of Sound Water Management, Water Policies Chapter* (the "Water Policy"); and

WHEREAS, the City Council has reviewed the recommendations of the Water Commission and the Utilities Division regarding the Water Policy; and

WHEREAS, the City Council held ten (10) meetings, received public comments, and edited the draft Water Policy; and

WHEREAS, a comprehensive Water Policy is essential to the current needs and future plans for the City of Flagstaff.

ENACTMENTS:

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

SECTION 1. The Water Policy is hereby adopted.

SECTION 2. The Utilities Division and the City Clerk are authorized and directed to edit and correct typographical and grammatical errors of wording and punctuation.

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

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this 1st day of April, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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Introduction

The primary purpose of the Utilities Integrated Master Plan - Water Policies chapter is to provide the fundamental principles and guidelines for how the Utilities Division achieves the goals and objectives outlined by City Council and upper City Management. The objective of these policies is to: preserve the public's trust in our water, sewer and stormwater systems through compliance with state and federal water quality, water management and flood plain management laws; guide strategic long-term planning; and demonstrate leadership in the stewardship of our limited natural resources. These policies emphasize the importance of water conservation, the protection of our natural environment and the development and maintenance of a redundant water supply that will assist in satisfying demand during a prolonged drought.

The principles of sound water management contained within these water policies will support and build on the policies contained within the Water Element section of the Flagstaff Regional Plan 2030 ("General Plan" or "Regional Plan") and its subsequent updates. These policies will provide guidance to staff on how most effectively to develop, recommend and implement the numerous programs administered by the Utilities Division. Specific references to the Flagstaff City Code are for informational purposes only as the Flagstaff City Code may be amended from time to time.

The Utilities Division is comprised of two Enterprise Funds: water, wastewater and reclaimed water are tracked individually in one fund; the second separate fund is stormwater. The fiscal objective is to balance expenses (Operations and Maintenance [O&M] and Capital) versus income from rates and capacity fees.

These policies refer to conducting periodic master planning efforts for water resources and Utilities infrastructure including the water system, wastewater system, reclaimed water system, stormwater drainage and technology pertaining to the water and sewer system's operation and control, also known as a Supervisory Control and Data Acquisition or SCADA. All master planning efforts should take into account the potential impacts on the Utilities Division, vulnerability and assessment of risk from climate variability and weather related effects. The goal should be to build in resilience in the operations of the Utilities Division in order to protect against the risk from climate variability and weather related impacts to the City's water supplies and infrastructure. The City undertook a Resiliency and Preparedness study in 2012 and the results and recommendations of this study should be considered in all master planning efforts.

The process to develop and adopt these water policies was transparent and vetted through numerous meetings with the City's citizens advisory Water Commission and the Flagstaff City Council. The development of these policies initially started in 2008 and culminated with the Water Commission approving the policy language on November 15, 2012. City Council then took up the review and discussion of each policy. After ten (10) meetings, the City Council adopted these policies by Resolution No. 2014-13 on April 1, 2014.

A. Finance

The City has an important responsibility to its citizens to carefully manage its Utilities finances wisely, account for public funds, and to plan for the adequate funding of services desired by the public including water and sewer services, reclaimed water uses and stormwater management. Therefore, the Water & Sewer Utility and the Stormwater Utility shall be financially self-supporting enterprises with all costs associated with each operation to be funded from revenues derived from the sale of potable water or reclaimed water or the fees for sewer and stormwater system services.

A1 Enterprise Funding: Water & Sewer Utility

Policy A1.1 The annual payment for debt service should not exceed 20% of total annual Operating Revenues.

Policy A1.2 The Water & Sewer Utility shall have a goal of maintaining more than 25% of the total estimated annual Operating Revenues in reserve for known future obligations plus an allowance for unbudgeted contingencies. This policy would not include Federal Support for disaster relief.

Policy A1.3 In the event that the City Council determines that there exists the need to set aside a minimum amount of water to be sold at a reduced rate or to grant some other forms of subsidy for users within the City's service area, the costs of such subsidies shall be from a non-utility source.

Policy A1.4 The City Council shall not enter into a development agreement for any purpose that permits the developer to pay (or otherwise offset) reduced water rates and/or reduced capacity fees unless such rates and/or fees are collected from a non-utility source.

Policy A1.5 The City's policies on the collection of payments for water and sewer capacity fees, water meter fees, service charges and other fees shall be applied consistently and as follows:

Strategy A1.5a A customer must provide proof that either a building or grading permit application was submitted to the Community Development Division prior to paying any fees.

Strategy A1.5b All fees must be paid in full at the time of payment. *(Flagstaff City Code, Section 7-03-001-0008)*

Strategy A1.5c If fees are scheduled to change, the customer has until one business day prior to the scheduled change to pay all fees under the current fee schedule. A customer may not use proof of an application submission prior to the fee schedule change to

pay fees under the previous fee schedule after the schedule change date.

Strategy A1.5d If a customer pays all fees but does not install the water meter and connect to City services before the building permit expires, the customer is subject to the latest fee schedule and any increase in fees will be assessed on the location. A decrease in fees will not be recalculated and refunded. The City should make an effort to contact the customer prior to the expiration of the building permit.

Strategy A1.5e If a customer changes the size of the water meter after all fees are paid, the customer is subject to the latest fee schedule and any increase in fees will be assessed on the location.

Strategy A1.5f All capacity fees are non-refundable and non-transferable from one parcel to another parcel.

A2 Enterprise Funding: Stormwater Utility

Policy A2.1 The Stormwater Utility shall collect revenues from properties with impervious surfaces according to an Equivalent Rate Unit (ERU) basis (See definition that follows). The Stormwater Utility shall have a goal of maintaining more than 10% of the total estimated annual Operating Revenues in reserve for known future obligations plus an allowance for unbudgeted contingencies.

Policy A2.2 The Stormwater Utility shall issue runoff credits for properties implementing eligible stormwater catchment systems as further described in the stormwater manual. *(Flagstaff City Code, Section 12-02-002-0005)*

A3 Rate Design Elements: Water & Sewer

Policy A3.1 Water and sewer rates should be set on a cost-of-service basis. Commodity charges should reflect the costs across all customer classes. Rate structures should be designed with the goal of encouraging water conservation. The design of recommended rates should include provisions that will provide a minimum of 25% of revenues from fixed costs and the remainder from commodity rates. The design should also anticipate a balance between conservation (commodity charges) and revenue stabilization (fixed rates). *(See Flagstaff City Code, Section 7-02-001-0038)*

Policy A3.2 Water and sewer rates shall be internally reviewed annually. Any anticipated changes in the rate structure should be implemented in a timely manner in order to avoid large-scale shifts in rates. A formal rate study will be performed every three (3) years.

Policy A3.3 Water and sewer fixed and variable rates for customers located outside the City corporate limits, including standpipe customers, shall always be over and above the charges to customers within City limits and will be set during a formal rate study as per Policy A.3.2. The purpose of the increased rates is to capture those hidden costs that customers within the City limits pay and non-residents do not such as fixed costs (e.g., water meter charges).

Policy A3.4 Capital projects which would require the utility to take on debt greater than Policy A1.1 are not financially sustainable due to their potential impact on existing rates and capacity fees. Financing for large projects may require funding support from such sources as the federal government, state government, new taxing district or authority, public-private partnership, sales tax, revenue bonds or a combination of these sources.

A4 Private Water Company Acquisition

Policy A4.1 The City of Flagstaff shall have a goal of becoming the sole water, sewer and reclaimed water provider within its incorporated boundaries. From time to time, the City may have opportunities to purchase other existing water delivery or sewer collection systems adjacent to or near the City's existing service area. The following criteria will be used to evaluate such opportunities:

Strategy A4.1a The purchase must prove to be beneficial to the customers of the Utility.

Strategy A4.1b The private water company must possess sufficient water supplies of sufficient capacity that meet applicable federal and state drinking water quality standards.

Strategy A4.1c The components of the private water company's infrastructure (water production, pipelines, fire hydrants, etc.) should be constructed to existing City utility standards or be upgraded to those standards prior to acquisition.

Strategy A4.1d The purchase of the private water company should not result in a net increase of costs to existing City water and sewer or customers.

Strategy A4.1e The new service area shall be within existing City limits or be annexed into the City of Flagstaff prior to purchase.

Definitions:

Cost Recovery: The collection of sufficient revenues from charges, rates and capacity fees to meet the present and future operational, maintenance, capital and debt service obligations of the Utility.

Cost of Service: An evaluation process by which revenue requirements are used to generate a system of fair and equitable costs in proportion to the service received for each user classification.

Equivalent Rate Unit (ERU): The basic unit for the computation of stormwater service fees. All property in the City is subject to the periodic stormwater management utility service charge. The fee is based on number of ERUs; each ERU is equal to 1,500 square feet of impervious area.

Fund Balance: An account defined as the difference between the assets and liabilities of a fund. It is used as a measure of the amount available to budget or spend in the future.

Future Obligations: Previously identified capital improvement projects, including those approved capital projects contained in the five-year Capital Improvement Program.

Operating Revenues: Income derived from sources related to the Utilities everyday business operations. Operating Revenues consist of revenues from sales of a commodity (water, sewer, reclaimed water) and miscellaneous service revenues. For example, water sales and installation services generate on-going operating revenue, whereas the sale of City property is considered to be an unexpected, or "one-time," event.

B. Water Resource Management

B1 Use of Renewable Water Resources

Maximizing the use of renewable water supplies is an important water management tool to minimize the long-term impacts of over-drafting a community's groundwater resources. Examples of local renewable water supplies for the City of Flagstaff include surface water from Upper Lake Mary, spring flow from the Inner Basin, groundwater equivalent to net natural recharge, and directly delivered reclaimed water. Utilizing renewable water resources as the City's primary supplies will not only help Flagstaff be sustainable, but it will also save groundwater for times when surface water supplies are unavailable or severely limited due to prolonged drought conditions.

Policy B1.1 The City should maximize the use and delivery of local renewable water supplies that are available in any given year.

Policy B1.2 The City should develop a diverse renewable water supply portfolio to ensure redundancy in the event one supply is unavailable or severely limited due to prolonged drought conditions. A diverse water supply portfolio includes the following:

Strategy B1.2a Various types of water supplies (e.g. groundwater, surface water and reclaimed water) and the different types of production infrastructure (e.g. wells, water treatment plants) necessary to treat and deliver each type of water supply.

Strategy B1.2b The temporal aspect of the water supply for redundancy. For example, will the redundant water supply be available for a long time (i.e. groundwater) or for a shorter time frame (e.g. surface water in Lake Mary). When considering production infrastructure (i.e. wells), the redundancy should be available permanently.

Strategy B1.2c The timing and costs associated with maximizing these renewable resources.

B2 Water Adequacy – Adequate Water Supply Program

This policy relates to the City of Flagstaff maintaining its Designation of Adequate Water Supply (Designation) by the Arizona Department of Water Resources (ADWR). The primary purpose of maintaining the Designation is to ensure that all new development within City limits has a proven 100-year water supply prior to construction. The benefit to the community is to ensure the public's trust in the City's water resources and provide for long-term economic vitality and sustainability. This policy relates strictly to the tracking of, and commitment to, water resources and does not address the infrastructure requirements to deliver and utilize the water supply. Infrastructure requirements are addressed in Policy G.1 – Utilities Master Planning.

Policy B2.1 Communication: The Utilities Division will provide the primary point of contact for all staff-level communication with both the ADWR and U.S. Bureau of Reclamation on water resources and water conservation regulatory related issues.

Policy B2.2 Adequate Water Supply Program: the City shall develop a water management program that complies with ADWR's Adequate Water Supply Program by demonstrating, at a minimum, that its water supplies are physically, legally and continuously available for at least 100-years.

Strategy B2.2a The Utilities Division shall conduct hydrologic studies necessary to estimate its 100-year volume of water supplies considering groundwater, surface water and reclaimed water per state regulations. These studies should at a minimum include partnering in the development, maintenance and update of a computerized groundwater flow model of the Coconino Plateau's regional hydrology in order to assist in evaluating the sustainability of the City's groundwater supplies over the long-term, their resilience from drought, and to support the City's Designation of Adequate Water Supply. These studies should be reviewed and updated on a regular basis as more technical information becomes available.

Strategy B2.2b The Utilities Division will use data developed within the Integrated Utilities Master Plan - Water Resources Chapter (Policy F.1) to estimate the City's water demand needs at build-out.

Strategy B2.2c The City's water supplies, as determined by Policy B2.2a, shall be dedicated to all existing developed parcels, new projects developed in accordance with their zoning designation on the Zoning Map, and to new Subdivision Final Plats on a first come, first serve basis. The City should also consider the economic value of water and recommend a pre-defined volume of water to set-aside that is sufficient to encourage and maintain economic development and vitality.

Strategy B2.2d For each new Subdivision Final Plat, Zoning Map Amendment, or Major/Minor Amendment to the Regional Plan an estimate of the annual average and peak day volume of water for the development at build-out will be provided. The projected annual average water needs shall be calculated using the City of Flagstaff Engineering Standards and/or the water use metrics contained within the Utilities Department Integrated Water Master Plan – Water Resource Chapter. The build-out estimates, when appropriate, should consider additional water

conservation measures that may reduce the development's projected annual average water needs into the future.

Strategy B2.2e The Utilities Division will commit and track with different time periods the necessary annual average and peak day water supply for all new Subdivision Final Plats and new projects developed in accordance with their existing zoning designation on the Zoning Map. Annual average and peak day water supply for Major Amendments shall also be tracked but not committed.

Strategy B2.2f The developer will be required to obtain a building or grading permit within the specified time frames outlined below or risk losing the committed water resources:

- Subdivision Final Plat – there will be no time limit on the reservation of the water resources committed for a subdivision final plat approved by the City Council as long as the City maintains its Designation of Adequate Water Supply with the Arizona Department of Water Resources. The reservation of water resources is not transferrable to any other project or land.
- Vacant Property Seeking Development Approval (e.g. Site Plan Review) – for all new development proposed consistent with the existing zoning as designated on the Zoning Map, there will be no time limit on the reservation of the water resources committed as long as the City maintains its Designation of Adequate Water Supply with the Arizona Department of Water Resources.
- Zoning Map Amendment and Minor Amendments to the Regional Plan – for such new development, water resources will only be committed for no longer than the time frame associated with the zone change approval within which the applicant has to commence construction subject to the conditions stipulated by the City Council as long as the City maintains its Designation of Adequate Water Supply with the Arizona Department of Water Resources.
- Major Amendments to the Regional Plan – there will be no reservation of committed water resources for these amendments (i.e., water resources will be tracked but not committed).
- This Strategy should only be applicable to commercial, industrial, and multi-family developments, and those residential subdivisions that contain six (6) or more individual lots. This policy is not applicable to a single lot land owner.

Strategy B2.2g The Community Development, Economic Vitality and Utilities Divisions will coordinate regarding the City's available uncommitted water resources that can be allocated to priority developments shown in the voter approved Regional Plan.

This will occur before approving any development agreement, new extension, variance, or other changes to any final site or construction plans that result in the allocation of water beyond what was originally approved.

Policy B2.3 Compliance: The City shall take all necessary steps to maintain its status as a Designated water provider as determined by the ADWR. Additionally, the City of Flagstaff will submit the committed demands for each Subdivision Final Plat and permits granted for existing lot developments on an annual basis to the ADWR as currently required by law.

B3 Water Quality

The mission of the City of Flagstaff's Utilities Division is to professionally and cost effectively provide water, wastewater and stormwater services. Drinking water safety is a primary concern of the Utilities Division; safety shall be achieved by utilizing technology and qualified staff members to monitor production systems, sample the distribution system, and evaluate opportunities to continually and cost effectively enhance the program. The City shall develop water quality programs that provide potable water, which is treated, tested and safe for Flagstaff citizens, businesses and visitors, and meets all current water quality regulations.

Wastewater quality shall be established through an active pretreatment and monitoring program which ensures the safety of the City's infrastructure and adherence to regulations.

Water

Policy B3.1 The City shall develop water treatment facilities which:

a. Provide quality water which meets current federal regulations.
b. Consider operational costs and water quality standards when determining treatment options.
c. Consider aesthetic characteristics such as taste, odor and residual chlorine in the design process of treatment options.

Policy B3.2 The City shall maintain monitoring schedules which provide:

a. Monitoring at each facility, both on-site and remotely, if applicable.
b. Sampling schedules designed to monitor as early in the compliance cycle as possible.
c. Sampling appropriately within the distribution system.
d. Sampling results shared with residents in a timely fashion.
e. Compliance with Federal, State and Local regulations for each parameter of interest tested (each regulated compound).

Policy B3.3 The City shall maintain a compliance laboratory for both operational and compliance purposes, which provides rapid response to operations for routine testing where:

a. Parameters that are tested shall minimize turn-a-round time.
b. Parameters that are tested shall improve operational efficiency and effectiveness.
c. Parameters that are tested will be cost effective for regulatory compliance.
d. Verification of testing completed and each result will be in compliance with Federal, State and Local regulations.
e. Water quality sampling data shall be managed using a computerized database management system to facilitate tracking, trending and archival of the information, and archival of the information.
f. All laboratories used by the City shall be certified by the Arizona Department of Environmental Quality (ADEQ) for the parameters that are tested.

Policy B3.4 The City shall maintain a cross connection program which requires all backflow devices within the City, except single family homes unless equipped with a fire sprinkler system, to be tested annually and in compliance with Federal, State and Local regulations. All testing and permitting costs will be the responsibility of the owner. *(Flagstaff City Code, Section 7-03-001-0015)*

Wastewater

Policy B3.5 The City shall maintain a pretreatment program which adheres to U.S. Environmental Protection Agency (USEPA) standards. At a minimum, this program shall perform the following:

a. Maintain an annual inspection, monitoring and sample schedule which protects the City's infrastructure.
b. Ensure businesses do not discharge wastes which can lead to sanitary sewer overflows.
c. Ensure businesses do not discharge waste which can compromise the collection infrastructure, treatment facility, impair operators, or cause reclaimed water to fail to meet permit requirements.

Policy B3.6 The City shall develop wastewater treatment facilities which:

a. Adhere to Aquifer Protection and Arizona Pollutant Discharge Elimination System permits issued by the ADEQ.
b. Provide the best use of reclaimed water while ensuring compliance to the facility's regulatory permit(s).

c. Allow the greatest flexibility in plant operations,
d. Minimize operational costs.
e. Provide reclaimed water at a minimum quality of A+.

Policy B3.7 The City shall develop appropriate emergency response plans that:

a. Coordinate with multiple agencies to facilitate communication and minimize challenges in the event of an emergency.
b. Develop cooperative agreements with surrounding organizations or communities, if appropriate.
c. Review facility emergency operations plans on an annual basis to ensure appropriate response.

C. Reclaimed Water

The State of Arizona is recognized as a national leader in the management and regulation of reclaimed water, which has led to its increased use across the State. Governor Brewer's Blue Ribbon Panel's Report on Water Sustainability published a report in 2010 that states reclaimed water has significantly increased in use over the past two decades. Reclaimed water now represents 3% of the total water used throughout the State. The City of Flagstaff is known within Arizona as a leader in reclaimed water use which now represents 20% of total water used within the City. In 2014, Governor Brewer's office and the Arizona Department of Water Resources published a report titled "Arizona's Next Century: A Strategic Vision for Water Supply Sustainability." That report identified the continued commitment to conservation and expanding the reuse of reclaimed water as the State's second highest strategic priorities towards achieving water supply sustainability. The treatment, delivery and use of reclaimed water is a significant water management tool and will continue to play a key role in the sustainability within the City of Flagstaff today and into the future.

Definitions

i. Direct Reuse: In accordance with Arizona Administrative Code (A.A.C.) R18-9-701, Direct Reuse means the beneficial use of reclaimed water for a purpose allowed by State law. The delivery of this water supply is accomplished via a separate distribution system, commonly colored purple. The uses of reclaimed water are listed in A.A.C. R18-11-309-Table A, as amended from time to time. Direct Reuse does not include water for potable consumption at this time. However, when technology, regulations and public acceptance allow, Direct Reuse may include water for potable consumption.

ii. Groundwater Recharge: In accordance with Arizona Revised Statutes, groundwater recharge is conducted utilizing either a Constructed (§45-802.01.4) or a Managed (§45-802.01.12) Underground Storage Facility (USF) that has the intent to store water underground. In general, a Constructed USF is an engineered and designed recharge facility while a Managed USF simply utilizes the natural channel of a stream (e.g., Rio de Flag) to recharge the groundwater aquifer.

iii. Indirect Reuse: In accordance with industry standards, and for the purposes of this policy, Indirect Reuse means the use of reclaimed water that has been previously recharged and stored underground; that has been co-mingled or mixed with the natural groundwater system; then withdrawn or recovered via water supply wells. This co-mingled mix of water meets all Safe Drinking Water Act requirements.

iv. Out of City Reclaimed Water Customer: For the purposes of this policy, an Out of City Reclaimed Water Customer means any customer located outside the City of Flagstaff corporate limits who uses reclaimed water outside the

City of Flagstaff corporate limits, regardless of whether delivery of the reclaimed water is accepted by that customer inside or outside the City of Flagstaff corporate limits.

v. Reclaimed Water: In accordance with A.A.C. R18-9-701, Reclaimed Water means water that has been treated or processed by a wastewater treatment plant or an on-site wastewater treatment facility.

vi. Recovery: In accordance with Arizona Revised Statutes, recovery of stored water is the withdrawal of a water supply (e.g., reclaimed water) that has been previously recharged underground pursuant to applicable state law (§45-831.01 - §45-836.01).

C1 Charges

Policy C1.1 The City shall have a goal of a minimum of full Cost Recovery for reclaimed water that is delivered within and outside of the City's incorporated limits. To the extent the City Council determines whether these charges discourage the use of reclaimed water, the charges for reclaimed water shall be adjusted to encourage its use. The adjusted charge will be subsidized by the water rate customers.

C2 Water Quality and Education

Policy C2.1 The Utilities Division should design and construct water reclamation facilities that treat and produce reclaimed water to the highest water quality standards permitted by Federal and State law. Reclamation facilities shall be designed to permit the use of reclaimed water for either Direct Reuse or Indirect Reuse and shall be monitored in accordance with each facility's permit. Additionally, the Utilities Division should evaluate the economic costs, feasibility and environmental and health-risk benefits of implementing new technologies as may be appropriate from time to time. *(See Flagstaff City Code, Section 7-02-001-0003)*

Policy C2.2 The Utilities Division should remain engaged in regional, state and national discussions on the use and regulation of reclaimed water, including the management and quality of the reclaimed water supply and the state of the science of treatment technologies. This should be accomplished by remaining active at a minimum in the national WateReuse Association and its Arizona chapter (WateReuse Arizona), Water Environment Federation, and the national American Water Works Association and its Arizona section (AZ Water).

Policy C2.3 The Utilities Division should maintain an educational program that focuses on reclaimed water, its safety, quality, public perception and beneficial uses.

C3 Reclaimed Water Agreements

Policy C3.1 The Utilities Division shall require each user to have a direct delivered Reclaimed Water Agreement which may be modified from time to time by mutual agreement of the parties. These Agreements should contain at a minimum: user name, address, place of use, point of delivery, delivery schedule (i.e., maximum peak day, maximum monthly and annual volume), price, termination date, and other applicable information and contract terms as appropriate. Reclaimed water will be considered and allocated on a first come, first serve basis, but entering a Reclaimed Water Agreement shall remain solely within the City's discretion. Any proposed modifications to the terms of an existing Reclaimed Water Agreement (e.g., change of intended use, place of use, delivery schedule or other modifications) will require the applicant to obtain a new Reclaimed Water Agreement which may be entered into or denied within the City's sole discretion. *(See Flagstaff City Code, Section 7-02-001-0023)*

C4 Reclaimed System Capacity

Policy C4.1 The Utilities Division will review requests for reclaimed main extensions using the following criteria:

Strategy C4.1a Determine if capacity is available and stipulate any necessary requirements for the extensions. Any new service or change in use that will result in increased demands for reclaimed water must consider that the change may require additional improvements to the City's reclaimed water system at the owner's/developer's expense. *(Flagstaff City Code, Section 7-02-001-0023)*

Policy C4.2 Reclaimed Water System Capacity Allocation Program: The Utilities Division shall track and monitor existing and proposed peak day and average annual reclaimed water deliveries in order to prevent exceeding the City's ability to meet contracted for demands. When system capacity has been approached or there are supply limitations for any reason, the Utilities Director will stop issuing any new Reclaimed Water Agreements until such time that additional reclaimed water supplies are available. In the event of a reclaimed water shortage, the shortfall will be spread equitably across all reclaimed water customers.

C5 Out of City Deliveries

Policy C5.1 Charges for out of City reclaimed water deliveries shall always be over and above the charges to customers within City corporate limits as defined in Policy C1.1. (*Flagstaff City Code Sections 2-04-001-0007; 2-04-001-0008; 2-04-001-0009)*

Policy C5.2 The City has complete discretion to decide whether to enter Reclaimed Water Agreements with potential customers outside the City's corporate boundaries. (*Flagstaff City Code Sections 2-04-001-0007; 2-04-001-0008; 2-04-001-0009)*

C6 Recharge and Recovery

In order to ensure groundwater supplies are sustainable and resilient to the impacts from prolonged drought, the City should be involved in the recharge of its unused renewable water supplies. In addition, the City should plan and implement strategies to recover those renewable water supplies that are stored underground to meet its customers contracted-for or long-term water needs.

Policy C6.1 The Utilities Division should develop a Groundwater Recharge & Recovery program that is in compliance with applicable State laws (Arizona Revised Statutes Title 45, Chapter 3.1, Underground Water Storage and Replenishment). The purpose of this program would be to optimize the management and use of the City's reclaimed water.

Policy C6.2 The City should continue to develop local water recharge and recovery initiatives. These initiatives should:

a. Maximize the storage of the City's unused reclaimed water underground (recharge) by developing, constructing and permitting City-owned Underground Storage Facilities, where appropriate, through the Arizona Department of Water Resources.
b. Capture and recover the stored reclaimed water through water supply wells located down-gradient and permitted as Recovery Wells through the Arizona Department of Water Resources.

Policy C6.3 The City should remain engaged, informed and involved in state-wide and regional discussions regarding groundwater use, recharge and recovery.

C7 Uses, Allocation and Priority

Policy C7.1 The Utilities Division should continue to recommend updates to policies and ordinances that encourage the Direct Reuse of reclaimed water where appropriate and consistent with State and Federal laws.

Policy C7.2 Golf courses, other large turf areas (e.g., schools, parks, etc.) and amenity lakes shall use Direct Reuse of reclaimed water.

Policy C7.3 The priority uses or future allocations of reclaimed water are:

a. Renewal of Reclaimed Water Agreements with Existing Users. First priority shall be given to those users that already have a valid Reclaimed

Water Agreement for the delivery of reclaimed water. If requested by such existing user, the Utilities Division shall renew a Reclaimed Water Agreement provided that all applicable financial and legal requirements of City, State and Federal laws have been met. These Agreements shall be binding upon any successors and assigns who acquire the property that is benefitted by the Reclaimed Water Agreement and shall not be transferred or assigned without the City's written consent, which shall not be unreasonably withheld.

b. Water Conservation. Conserve potable water through the Direct Reuse of reclaimed water by converting existing uses of potable water to reclaimed water, where allowed by State Law.

c. Public Benefit. The Direct or Indirect Reuse of reclaimed water should be encouraged as a significant water management tool to sustain or promote economic vitality, augment the City's water supply (e.g., Groundwater Recharge and Recovery), and support contracted for deliveries for riparian habitat, wetlands or ponds.

D. Water Conservation

The City of Flagstaff Water Conservation program educates customers about the value of water as a resource. This program encourages water use efficiency and less demand on our water supply resulting in reduced capital and operating costs for water production and wastewater treatment. Conservation also results in reduced energy needs for water production. (A comprehensive and consistent water conservation and usage policy shall be developed that would include the best use of all the City's water resources while assuming a leadership role for water conservation in the community.)

D1 Education

Policy D1.1 The Water Conservation Section shall maintain a year-round water conservation program that provides outreach to its citizens. Program administrators shall participate and provide educational information at various events in the community and provide updates through the City of Flagstaff's website and other appropriate venues. The program shall promote Xeriscape and not "zeroscape" in landscape design.

D2 Water Use Restrictions and Regulatory Compliance

Policy D2.1 The Water Conservation Section develops and ensures compliance with an ordinance that shall require a reduction in water consumption per capita yet enables the consumer to maintain an aesthetically attractive, comfortable and clean environment.

Strategy D2.1a The Water Conservation Section shall also partner with the Community Development Division and the Utilities Stormwater Section to ensure compliance with the codes these programs enforce. The Water Conservation program shall collaborate with these programs to develop additional strategies or programs to achieve future reduction in per capita water use.

Strategy D2.1b The Water Conservation Section shall develop and maintain Strategy Levels in the ordinance that defines the severity of each water shortage level and required cutbacks with pre-defined criteria regarding when each level goes into effect. *(Flagstaff City Code, Section 7-03-001-0014)*

Strategy D2.1c The Water Conservation program shall track water demand and consumption. This information shall be updated on a regular basis to be used in a variety of reports.

D3 Incentive Programs

Policy D3.1 The Water Conservation Section should consider and develop a rebate program in the form of monetary credit on a customer's water bill in order to encourage the further conservation of the City's water supplies.

Strategy D3.1a The criteria used to determine program products for rebates shall include at a minimum the water savings compared to the cost of implementing a specific water savings device (e.g., $/gallons of water saved per unit device).

Strategy D3.1b Metrics related to the water conservation rebate program shall be calculated to determine effectiveness of such programs and assist in developing future program parameters. Devices that create the greatest water savings will be used in future rebate programs. Ineffective devices will be replaced with ones that yield better water savings.

D4 Regional Participation

Policy D4.1 The City of Flagstaff should participate in local and state-wide groups that promote water conservation.

Strategy D4.1a The City of Flagstaff shall partner with the appropriate local events that include water conservation.

Strategy D4.1b The City of Flagstaff shall attend informational meetings. That includes, but is not limited to, Arizona Department of Water Resources, InfoShare, and ReNEWS.

D5 Rainwater Harvesting

Policy C5.1 The Water Conservation Section shall work closely with the Stormwater Section to insure the same goals of conserving water are addressed in each program and are supportive of each other.

D6 Support of Riparian Areas

Policy D6.1 The Water Conservation program should establish guidelines on how reclaimed water may be contracted for and used for the benefit of the environment and support of riparian habitat.

D7 Drought Planning

The City's renewable water supplies are often impacted by short-term changes in local precipitation and would be severely impacted by any long-term changes in regional climate. The City will maintain a Drought Contingency Plan within its Water Conservation ordinance in order to establish policies, rules and penalties to be implemented when a water deficiency condition has been declared. *(See Flagstaff City Code, Section 7-03-001-0014)*

Policy D7.1 The City shall maintain a Drought Contingency Plan and it should:

a. Be consistent with the Utilities Integrated Master Plan - Water Resources Chapter.
b. Establish strategies and their goals, and develop triggers for when each strategy shall be implemented.
c. Provide for authority and enforcement.
d. Communicate the difference between water conservation as a lifestyle and demand reduction as a drought response.
e. Contain clear procedures on how the plan will be implemented, including provisions for informing the public.

Policy D7.2 The Drought Contingency Plan goals should be:

a. To protect public health and safety.
b. Aid in community-wide economic security.
c. Provide sufficient water to meet the needs of the City of Flagstaff water customers.
d. Allocate the impacts and hardships caused by drought equitably.
e. Minimize the disruption to the economy so that jobs are protected and regional economic stability is preserved.
f. Provide options for updating or amending the Drought Contingency Plan by the City Council.

Policy D7.3 The Drought Contingency Plan should define and establish triggers and water use restriction strategies:

a. Consider defining multiple levels of water use restriction stages and strategies to reduce water consumption.
b. Consider defining triggers based upon infrastructure limitations.
c. Consider defining triggers based upon hydrologic supply limitations.

E. Stormwater

The responsibilities of the Utilities Stormwater Section are categorized into stormwater quantity (flood control), stormwater quality, and watershed management. Some activities, such as Low Impact Development (LID), which captures stormwater for reuse and infiltration, address both water quality and quantity.

In general, the Stormwater Section's activities include a variety of mandated compliance programs including the Federal Emergency Management Association (FEMA) Flood Insurance Program and the USEPA mandated National Pollutant Discharge Elimination System (NPDES). The Section also manages Master Planning efforts, enforces stormwater design standards, and responds to drainage complaints received from citizens. The Section delivers a capital improvement program for drainage infrastructure improvements as well as managing a drainage maintenance program.

E1 Compliance

Policy E1.1 The City shall make necessary and timely changes to ensure full compliance with Federal Emergency Management Association (FEMA) floodplain regulations, and the National Pollution Discharge Elimination System (NPDES) regulations administered by both the U.S. Environmental Protection Agency (USEPA) and the Arizona Department of Environmental Quality (ADEQ). *(Flagstaff City Code, Section 12-01-001-0004.02)*

Policy E1.2 The City will maintain contact with FEMA, USEPA, and ADEQ to remain up-to-date on pending and adopted regulatory changes, ensure that changes to City policies and ordinances necessary to remain in compliance are adopted and implemented, and provide necessary training and public outreach to customers to assist with compliance. *(Flagstaff City Code, Section 12-01-001-0005.2)*

E2 Flood Control

Policy E2.1 The City will continually strive to improve the ranking in the Community Rating System (CRS) in order to provide discounted flood insurance for the community.

Policy E2.2 The City will continually strive to improve the accuracy of Flood Insurance Rate Maps

Policy E2.3 The City will partner with the Emergency Operations Center (EOC), Public Works Streets Section, and other emergency responders to develop detailed policies and procedures for local and regional flood response scenarios.

Policy E2.4 By working with the Public Works Streets Section, ensure proper inventory of the drainage infrastructure and provide necessary funding for future years based on system growth and need.

E3 Stormwater

Policy E3.1 The City shall conduct drainage master planning for all major (regulatory) watercourses in the City, adopt development standards that adhere to the results of the Master Plan, and explore funding sources for the construction of prioritized master plan projects. *(See Flagstaff City Code, Section 12-02-001-0004)*

Strategy E3.1a All public and private drainage infrastructure proposed to be constructed on watercourses included in the completed Master Plan should be constructed according to the results and recommendations within the Master Plan.

Strategy E3.2b The City should work with the US Army Corps of Engineers to secure funding for completion of the project that addresses including, but is not limited to, the upper Rio De Flag and Clay Avenue watercourses.

Policy E3.2 The City's Stormwater Management Design Manual shall contain current design and inspection requirements for private development drainages. *(Flagstaff City Code, Section 13-08-001-0001)*

Policy E3.3 The City shall respond to drainage complaints within 24 hours of receipt and provide timely resolution.

Policy E3.4 The City shall provide appropriate credits for the stormwater quantity and quality improvements outlined and periodically updated in the Stormwater Credit Manual. *(Flagstaff City Code, Section 12-02-002-0005)*

Policy E3.5 The City shall promote the direct use of stormwater as a water conservation tool and develop best management practices to capture and use stormwater in a variety of ways for a variety of uses.

Policy E3.6 Drainage improvements should be designed to promote infiltration, when practical. The use of concrete and closed conduits shall be discouraged. *(See Flagstaff City Code, Section 13-06-004-0001)*

Policy E3.7 The City shall develop and maintain a capital drainage improvement program (DRIP) and work cooperatively with the Public Works Streets Section to complete small-scale drain improvements.

Policy E3.8 The City shall continually seek to evaluate the feasibility of alternative, less costly approaches to stormwater management. Such approaches may include exploring Green Streets as a solution for drainage problems, creating LID demonstrations or pilot projects as part of any City funded projects, and developing incentives for LID demonstrations and pilot projects on private developments.

E4 Watershed Management

Policy E4.1 To protect the City's water supply and quality, the City will actively seek to encourage implementation of watershed restoration projects both within City boundaries and on lands owned or managed by private and public entities.

Strategy E4.1a The City shall partner with the "Stream Team," whose mission is to identify opportunities for restoration maintenance and preservation of streams, washes, and open channels within City limits, and work with neighborhoods, community representatives and other jurisdictions to ensure successful implementation of watershed restoration projects.

Strategy E4.1b The City will partner with a variety of private and public entities to support the implementation and maintenance of watershed restoration programs on parcels beyond the City limits that have a benefit to the City.

F. Infrastructure

F1 Water System Capacity Redundancy

Surface water supplies can be subject to interruptions and reduced or unavailable supply for a variety of reasons including drought, water quality, or infrastructure failure. Groundwater supplies can also be subject to interruptions for several reasons, including water quality and infrastructure failure. Therefore, having redundant (back-up) water supply sources and the necessary infrastructure to deliver that supply is good business practice. The purpose of requiring redundancy in our infrastructure is to ensure reliable water delivery to municipal customers in the event of a disruption of the City's primary water supply.

Policy F1.1 The City should develop system infrastructure as follows:

Strategy F1.1a The water system must be designed to provide an uninterrupted supply of water during peak hourly demand with a minimum supply pressure of 40 pounds per square inch (psi) at the supply point for Maximum Probable Development (MPD) and for an economical life of not less than 50 years. *(Flagstaff City Code, Section 13-09-003-0002)*

Strategy F1.1b The public water supply system must be designed for the MPD of the entire subdivision and any undeveloped land beyond and in accordance with the Flagstaff Zoning Code.

Policy F1.2 The City should maintain a diversified water resource portfolio in order to maintain an adequate redundant water supply by constructing the necessary infrastructure to treat, deliver and interconnect the City's diverse water portfolio.

Policy F1.3 The City should maintain sufficient water storage in order to maintain an adequate redundant water supply by considering the following:

Strategy F1.3a The basic objectives of water storage facilities are to help meet peak flow requirements, to equalize system pressures, and to provide emergency water supply, such as fire flow requirements. *(Flagstaff City Code, Section 13-09-003-0004)*

Strategy F1.3b Water storage capacity shall be met by use of ground or subsurface mounted types of storage tank facilities installed at an elevation above the upper zone boundary elevation of that portion of the distribution system it serves. Elevated water storage can also be referred to as gravity storage tanks or reservoirs. Elevated pedestal mounted water storage tanks shall not be used.

Policy F1.4 The City should maintain a water pipeline redundancy in order to maintain an adequate redundant water supply by considering the following:

Strategy F1.4a Redundancy in the water distribution system is one way that the City can ensure reliability in delivering water to both residential and commercial customers.

Strategy F1.4b Consider adding redundancy within the distribution system when replacing facilities that have reached the end of economic life or when performing repairs on existing facilities that require wholesale customer outages and the costs of redundancy are less than the avoided risk costs.

Strategy F1.4c Redundant distribution water mains may be required to parallel transmission mains in order to meet water demands during a transmission main outage.

F2 Water System Capacity Allocation

This policy relates to how the City of Flagstaff will plan and allocate the water system capacity available for new development. The primary purpose is to avoid exceeding the flow capacity of pipeline infrastructure and water production and treatment capacity. The benefit to the community is to ensure the public's trust in the City's water system and provide a long-term planning tool for community sustainability. This policy relates strictly to the tracking and commitment of the City's "paper water" peak day demands and is allocated on a "first in time, first in right" principle. Infrastructure requirements are addressed in Policy G1 – Utilities Master Planning.

Policy F2.1 It is the intent of the Utilities Division to provide adequate water system capacity to meet the City's future development needs. In order to timely provide these services it will be Division policy to plan for future infrastructure, water production and treatment capacity needs by adopting the following benchmarks:

Strategy F2.1a At 80% of committed peak day demand – the Utilities Division will identify additional sources, treatment capacity needs, funding options, start design and necessary land acquisition for increased capacity needs.

Strategy F2.1b At 85% of committed peak demand - the Utilities Division will begin construction to expand necessary facilities.

Strategy F2.1c At 95% of committed peak demand – the Utilities Division will have completed construction and all necessary regulatory

agency permits will have been obtained and begin full operation.

Policy F2.2 Communication: The Utilities Division will provide the primary point of contact for all staff-level communication with both the Arizona Department of Environmental Quality and the USEPA on water quality related issues.

Policy F.2.3 Water System Capacity Allocation Program: The Utilities Division shall track and monitor existing and proposed water demands to prevent the pipeline and treatment plants from exceeding the permitted design flow capacity and prevent outages or curtailments from occurring. Flows shall be based on the applicant's build-out water flow basis not actual flows. Any differential between actual flows and the development's build-out water flow basis that occurs shall not be available to the applicant for re-allotment to another project or project expansion.

Strategy F2.3a The Utilities Division shall conduct hydraulic modeling studies (known as a Water–Sewer Impact Analysis) necessary to estimate water infrastructure impacts considering existing and proposed demands per City Engineering standards. These studies shall be reviewed and updated on a regular basis as more technical information becomes available. *(Flagstaff City Code, Section 13-09-003-0004)*

Strategy F2.3b The Utilities Division will use water demand data submitted during the Inter-Division Staff (IDS) review board process to estimate the Developer's water demand needs at build out. *(Flagstaff City Code, Section 13-09-003-0004.2)*

Strategy F2.3c The Utilities Division will commit and track with different time periods the necessary water system capacity (peak day water flow) for all new Subdivision Final Plats and new projects developed in accordance with their existing zoning designation on the Zoning Map. Annual peak day water capacity requirements for Major Regional Plan Amendments shall also be tracked but not committed.

Strategy F2.3d The developer will be required to obtain a building or grading permit within the specified time frames outlined below or risk losing the committed water system capacity:

- Subdivision Final Plat – there will be no time limit on the reservation of the water system capacity committed for a subdivision final plat approved by the City Council, and it is not transferrable to any other project or land.
- Zoning Map Amendment and Minor Amendments to the Regional Plan – for such new development, water resources and Utilities Water-Sewer Impact Analysis will only be committed for no longer than the time frame

associated with the zone change approval within which the applicant has to commence construction subject to the conditions stipulated by the City Council.

- Major Amendments of the Regional Plan – there will be no reservation of committed water system capacity for these amendments (i.e., capacity will be tracked but not committed).

Strategy F2.3e Developments that require water system capacity infrastructure which are not included within the Utilities Division 10-year Capital Improvement Plan or those that create water system capacity requirements beyond what the existing water system can provide shall be treated on a case-by-case basis. After a Water-Sewer Impact Analysis is conducted, the Utilities Division may require the developer to upsize water infrastructure off-site, dedicate an existing well, drill a new well or multiple wells necessary to meet the developments "average daily" capacity requirements. The Utilities Division should develop criteria for when a well or multiple wells will be required to be funded separately by the Developer. The Utilities Division will be responsible to provide the difference between the development's "average day" and "peak day" water system capacity requirements.

Strategy F2.3f Developments that require water storage capacity infrastructure which are not included in the current 10-year Capital Improvement Plan or those that create water storage requirements beyond the existing water storage facility's capacity shall be treated on a case-by-case basis. In order to meet regulatory requirements for water storage, the Utilities Division may require the developer to fund and construct storage tank(s) equal to their "average day" water demands. The Utilities Division should develop criteria for when a storage tank(s) will be required to be funded separately by the Developer. The water storage tanks must be placed at an elevation that will provide adequate pressure for the Zone. It is the Developer's responsibility to obtain the appropriate land and right-of-way required to place the tank(s) and convey the water from the tank(s) to the site.

F3 Sewer System Capacity Allocation

This policy relates to how the City of Flagstaff will plan and allocate the sewer system capacity available for new development. The primary purpose is to avoid exceeding the flow capacity of pipeline infrastructure and wastewater plant treatment capacity. The benefit to the community is to ensure the public's trust in the City's sewer system, avoid public health hazards, and provide a long-term planning tool for community sustainability. This policy relates strictly to the tracking and commitment of the City's "paper sewer"

demands and does not address the future infrastructure requirements needed to support build-out. Infrastructure requirements are addressed in Policy G.1 – Utilities Master Planning.

Policy F3.1 It is the intent of the Utilities Division to provide adequate sewer system capacity to meet the City's future development needs. In order to timely provide these services it will be the Utilities Division's policy to plan for future infrastructure and treatment capacity needs by adopting the following benchmarks:

Strategy F3.1a At 75% of actual flow capacity - the Utilities Division will identify additional treatment capacity and funding options.

Strategy F3.1b At 80% of actual flow capacity – the Utilities Division will begin design and necessary land acquisition for increased capacity needs.

Strategy F3.1c At 85% of actual flow capacity – the Utilities Division will begin construction of expanded facilities.

Strategy F3.1d At 95% of actual flow capacity – the Utilities Division will have completed construction and all necessary regulatory agency permits will have been obtained and begin full operation.

Policy F3.2 Communication: The Utilities Division will provide the primary point of contact for all staff-level communication with both the ADEQ and the USEPA on sewer discharge regulatory related issues.

Policy F3.3 Sewer Capacity Allocation Program: The Utilities Division shall track and monitor existing and proposed sewer flows to prevent the pipeline and treatment plants from exceeding the permitted design flow capacity and prevent sanitary sewer overflows from occurring. Sewer Capacity Assurance tracking shall be in accordance with Arizona Administrative Code (AAC) R18-9-E301(C)(2) and in compliance with the ADEQ guidelines on an ongoing basis. *(See Flagstaff City Code, Section 13-09-002-0003)*

Strategy F3.3a The Utilities Division shall conduct hydraulic modeling studies (known as Water-Sewer Impact Analysis) necessary to estimate sewer infrastructure impacts considering existing and proposed demands per City Engineering standards. These studies shall be reviewed and updated on a regular basis as more technical information becomes available. *(Flagstaff City Code, Sections 13-05-002-0001 and 13-05-002-0002)*

Strategy F3.3b The Utilities Division will use sewer demand data submitted during the Interdivisional Development Review Board process to estimate the Developer's sewer demand needs at build-out. *(Flagstaff City Code, Section 13-05-002-0002)*

Strategy F3.3c The Utilities Division will commit and track with different time periods the necessary sewer system capacity (average daily design flow at build-out) for all new Subdivision Final Plats and existing zoning grading plans that are approved by the City Council. Annual average daily sewer capacity requirements for Major Amendments shall also be tracked but not committed. The projected average daily sewer flow shall be calculated using the City of Flagstaff Engineering Standards and/or the sewer unit design flow tables contained within the Arizona Administrative Code (AAC) R18-9-E301 Table 1.

Strategy F3.3d The developer will be required to obtain a building or grading permit within the specified time frames outlined below in accordance with the conditions of the Zoning Map Amendment approval or risk losing the committed sewer system capacity:

- Subdivision Final Plat – there will be no time limit on the reservation of the sewer system capacity committed for a subdivision final plat approved by the City Council, and it is not transferrable to any other project or land.
- Zoning Map Amendment and Minor Amendments to the Regional Plan – the Utilities Water-Sewer Impact Analysis reservation of a committed sewer demand for the approved conditions of the amendments will be no longer than a 2-year time frame in accordance with Division 10-20.50 of the Flagstaff Zoning Code and subject to the conditions stipulated by the City Council.
- Major/Minor Amendments of the Regional Plan – there will be no reservation of committed sewer system capacity for these amendments (i.e., capacity will be tracked but not committed).

Strategy F3.3e Developments that require sewer system capacity infrastructure which are not included within the Utilities Division 10-year Capital Improvement Plan or those that create sewer system capacity requirements beyond what the existing sewer system can provide will be treated on a case-by-case basis. After a Water-Sewer Impact Analysis is conducted, the Utilities Division may require the developer to upsize sewer infrastructure off-site to meet the developments “average daily” capacity requirements. The Utilities Division should develop criteria for when upsizing will be required to be funded separately by the Developer.

Strategy F3.3f Each new development, Zoning Map Amendment or a Major/Minor Amendment to the Regional Plan will require the developer to submit to the City an estimate of the maximum number of units (both residential and non-residential) and the

average daily sewer design flow their development will require at build-out.

Strategy F3.3g The Community Development, Economic Vitality and Utilities Divisions will coordinate the City's available uncommitted sewer capacity that can be allocated to priority developments shown in the voter approved Regional Plan. This will occur before approving any new extension, variance, or other changes to any final site or construction plans that result in the allocation of sewer capacity beyond that what was originally approved.

Policy F3.4 Compliance: The City shall maintain its designation as an Arizona Pollutant Discharge Elimination System Site and the permitted discharge limits as determined by the ADEQ. Additionally, the City of Flagstaff will submit a report to ADEQ for any new subdivision, site, system extension or collection system expansion as currently required by law.

F4 Water and Sewer Service Outside Corporate City Limits

The City of Flagstaff provides water and sewer service to some customers who use the service in areas outside its City corporate limits. Water and sewer service to new customers who use the service outside the City limits is solely within the City's discretion. These areas include unincorporated areas of Coconino County such as portions of Doney Park, Camp Townsend, Pine Del, Ft. Tuthill, and county islands within Flagstaff corporate limits. The purpose of this policy is to describe the conditions, requirements, and procedures for obtaining City of Flagstaff water (i.e., potable) and sewer service connections to areas located outside the corporate limits of the City of Flagstaff.

Policy F4.1 The City will consider out-of-city requests for service from customers in unincorporated County areas that are located within or contiguous to the City of Flagstaff corporate limits using the following criteria:

Strategy F4.1a The unincorporated County areas shall agree to be annexed into the City of Flagstaff. (This provision only applies to new customers; existing customers are "grandfathered" meaning those customers located outside the City of Flagstaff corporate limits who already have water and sewer service as of the date this policy is adopted.)

Strategy F4.1b The property requesting annexation must be within or contiguous to the City of Flagstaff corporate boundary.

Strategy F4.1c Water or sewer main extensions will be permitted only after annexation of the property is completed and approved by the

City Council or where all property owners have signed a pre-Annexation Agreement and it is approved by City Council.

Strategy F4.1d Requests for service shall be evaluated by a cross-divisional internal team. The City will consider the economic value, potential costs to existing ratepayers, operation and maintenance costs, impacts to water resources, adequateness of infrastructure, and regional land use plans prior to granting service requests.

Strategy F4.1e Requests for service within other jurisdictions that are not described above will require an Intergovernmental Agreement (IGA) between the City and the other jurisdiction.

Strategy F4.1f Deviation from this policy will require City Council approval.

Strategy F4.1g Utility line extensions may require a Water-Sewer Impact Analysis. Requirements for water and sewer extensions shall be outlined within this analysis.

Policy F4.2 Specific to water infrastructure the City's general policy for providing water service to new customers outside the City is within the City's discretion and will depend on the property's location and consideration of the following:

Strategy F4.2a The City may allow a water service connection if a property fronts an operating water main that is less than 16-inches in diameter (mains 16-inches and larger are transmission mains that are not intended for tapping), there is sufficient capacity in the system to meet peak hour fire flows, and all Flagstaff City Code and City of Flagstaff Engineering Design Standards associated with obtaining water service are met.

Strategy F4.2b All service connections and main extensions shall comply with all applicable standards and code requirements, including, but not limited to, Flagstaff City Code, City of Flagstaff Engineering Design Standards, International Fire Code, and Maricopa Association of Governments (MAG) Standards.

Strategy F4.2c Service connections and main extensions shall be located in public right-of-way meeting the standards of the City of Flagstaff. An easement, license or non-revocable permit is required for main extensions in the public right-of-way. If the service connection or main extension cannot be installed in right-of-way, a dedicated easement meeting City of Flagstaff design requirements will need to be approved by the City of Flagstaff Utilities Division.

Strategy F4.2d The City may provide service through a water service connection if a property fronts an operating City water distribution main, the

main is within the correct pressure zone (less than 16-inches in diameter), there is sufficient capacity in the water system, and all Flagstaff City Code and City of Flagstaff Engineering Design Standards associated with obtaining water services are met.

Strategy F4.2e Applicants shall be required to pay all applicable outside City of Flagstaff development fees, capacity fees, connection fees, repayment agreement fees, and permit fees.

Strategy F4.2f The property to be served shall meet the same infrastructure development standards required of properties within the City of Flagstaff.

Strategy F4.2g The City Utilities Division has the authority to deny or discontinue service if the service connection could threaten or endanger the safe, efficient and adequate service.

Strategy F4.2h The current outside City water service areas are shown and updated from time to time in the Water System Master Plan.

Policy F4.3 Specific to sewer infrastructure the City's general policy for providing sewer service to outside City customers is within the City's discretion and will depend on the property's location and consideration of the following:

Strategy F4.3a The City may allow a sewer service connection if a property fronts an operating sewer main that is less than 18-inches in diameter (mains 18-inches and larger are interceptor sewers that are not intended for tapping), there is sufficient capacity in the system to meet peak hour wastewater flows, and all Flagstaff City Code and City of Flagstaff Engineering Design Standards associated with obtaining sewer service are met.

Strategy F4.3b Under no circumstances will services be allowed into existing manholes.

Strategy F4.3c Sewer service within other jurisdictions that are not described above will require an Intergovernmental Agreement (IGA) between the City and the other jurisdiction, which must be approved by the City Council

Strategy F4.3d All service connections and main extensions shall comply with all applicable standards and code requirements, including, but not limited to, Flagstaff City Code, City of Flagstaff Engineering Design Standards, International Building Code, and Maricopa Association of Governments (MAG) Standards.

Strategy F4.3e Service connections and main extensions shall be located in public right-of-way meeting the standards of the City of Flagstaff. An easement, license or non-revocable permit is required for

main extensions in the public right-of-way. If the service connection or main extension cannot be installed in right-of-way, a dedicated easement meeting City of Flagstaff design requirements will need to be approved by the City of Flagstaff Utilities Division.

Strategy F4.3f Applicants shall be required to pay all applicable outside City of Flagstaff development fees, capacity fees, connection fees, repayment agreement fees, and permit fees.

Strategy F4.3g The property to be served shall meet the same infrastructure development standards required of properties within the City of Flagstaff.

Strategy F4.3h The City has the authority to deny or discontinue service if the service connection could threaten or endanger the safe, efficient and adequate service.

Strategy F4.3i The current outside City sewer service areas are shown and updated from time to time in the Utilities Integrated Master Plan - Wastewater System Chapter.

F5 Service Area Expansion (reserved for the future)

F6 Service Area Expansion- annexation (reserved for the future)

G. Master Planning

G1 Utilities Master Planning

The City has developed and maintained water, wastewater and reclaimed water treatment and distribution/collection systems in order to provide a high level of water services to its citizens and customers. These systems should conform and support the orderly growth identified in the Regional Plan (i.e., General Plan as defined in ARS §9-461 et. al.), employ sound water management principles, meet or exceed all Federal and State water quality requirements, provide for adequate fire suppression and stormwater drainage for the benefit of public health and safety.

The City should first undertake a water resource master planning effort. The purpose of this planning should be to provide a guide to quantify the long-term needs for water resources, and identify future supply options and/or demand management opportunities including their respective costs. Additionally, this plan should support the City in maintaining its 100-year Designation of Adequate Water Supply as confirmed by the Arizona Department of Water Resources and within Policy B2 – Water Adequacy – Adequate Water Supply Program.

The City should then undertake infrastructure related master planning efforts in successive steps that utilize the information from each preceding planning effort to build upon one another. The sequence of planning should be completing the water infrastructure system, followed by the wastewater infrastructure system and then the reclaimed water infrastructure system. The purpose of conducting these planning efforts in sequence is to utilize common data between them to ensure continuity and integration of each of the systems. The last master planning effort in the sequence that spans across all three (3) of the infrastructure plans is to evaluate the Utilities implementation of technology, specifically its process control and monitoring system known as a Supervisory Control and Data Acquisition (SCADA) system.

Policy G1.1 The City will prepare or update a Water Resource Master Plan every five (5) years that considers the following:

Strategy G1.1a Existing legal water rights to the supplies it currently uses or possesses.

Strategy G1.1b Projected population and land use information contained within the voter approved Regional Plan in order to estimate water demands for a minimum of 30 years into the future (i.e., short-term planning) and at build-out (i.e., long–term planning). The maximum target population density of the Regional Plan should be used for water demand estimates unless determined otherwise.

Strategy G1.1c The technique of Scenario Planning or its equivalent should be employed when estimating future water supply needs of the City. The planning should anticipate a range of future plausible outcomes (e.g., wet v. dry climate; fast v. slow growth rates) and describe recommendations and choices the City can make in the short and long term. The planning should avoid predicting a single plausible future and then recommend water management options for only that sole outcome.

Strategy G1.1d Identification of the types and volumes of hydrologic water supplies (i.e., surface water v. groundwater) in order to assist in determining the necessary infrastructure (e.g., treatment plants or wells) during the Infrastructure master planning effort.

Strategy G1.1e Develop average annual water use factors for each type of land use (e.g., single family, multi-family, hotel, commercial, industrial, etc.). Water use factors should be quantified in terms of Gallons per Capita per Day (GPCD), Gallons per House per Day (GPHD), or Gallons per Acre per Day (GPAD), as appropriate.

Strategy G1.1f Identify future water supply options and recommendations while considering the City's Adequate Water Supply Designation.

Strategy G1.1g This section should include options on how the City can better manage or optimize the supplies it currently relies upon (e.g., water conservation, rainwater harvesting, etc.) in addition to identifying new future water resources, as appropriate. All options should include their estimated cost on an acre-foot per year basis for comparison purposes.

Policy G1.2 The City will prepare a Water System Master Plan every five (5) years beginning the following year after the completion of the Water Resources Master Plan that considers the following:

Strategy G1.2a Use all of the information and assumptions contained within the Water Resources Master Plan.

Strategy G1.2b Identifying the necessary infrastructure (e.g., treatment plants and/or wells) to treat and deliver the water supplies identified within the Water Resources Master Plan in order to meet projected water demands. The regulatory requirements of the USEPA, ADEQ, and any other applicable water quality rules or regulations.

Strategy G1.2c Development of average and peak water demand factors.

Strategy G1.2d Development and calibration of a hydraulic model of the water distribution system in order to assist in evaluating the optimum

operations, water quality, and infrastructure sizing. Update this model annually to account for changes in the Regional Plan and/or changes in development patterns.

Strategy G1.2e Development of a Capital Improvement Program, including capital, operation and maintenance costs, in order to develop and maintain a robust water distribution system to provide a high level of water service to Flagstaff customers.

Policy G1.3 The City will prepare a Wastewater System Master Plan every five (5) years that considers the following:

Strategy G1.3a Use all of the appropriate information and assumptions contained within the Water Resources and Water System Master Plans.

Strategy G1.3b Identify the regulatory requirements of the USEPA, ADEQ, and any other applicable water quality rules or regulations.

Strategy G1.3c Average and Peak wastewater flow.

Strategy G1.3d Development and calibration of a hydraulic model of the wastewater collection system in order to assist in evaluating the adequacy of the existing system to accommodate varying wastewater flow conditions, and identify wastewater system modifications and expansions necessary to accommodate future flows. Update this model annually to account for changes in the Regional Plan and/or changes in development patterns.

Strategy G1.3e Review current solids handling practices at existing wastewater treatment plants and determine future solids handling requirements based on estimated wastewater flow projections.

Strategy G1.3f Development of a Capital Improvement Program, including capital, operation and maintenance costs, in order to develop and maintain a robust wastewater collection system to provide a high level of wastewater service to Flagstaff customers.

Policy G1.4 The City will prepare a Strategic Technology Master Plan specifically looking at the Utilities Division's use of a Supervisory Control and Data Acquisition System (SCADA), Computerized Maintenance Management System (CMMS), and Geographic Information System (GIS) every three (3) years due to the rapid change in technology and should considers the following:

Strategy G1.4a Evaluate the use of technology within the utility industry as it relates to supporting the business goals and objectives of the division.

Strategy G1.4b Technology should be aligned with the City enterprise systems.

Strategy G1.4c Evaluate the use of technology within the following application areas:

a. Computerized Maintenance Management Systems
b. Electronic Operation & Maintenance Manuals-future
c. Geographic Information System-Utility based applications
d. Mobile Wireless Computing
e. Inter and intra-facility Networking (WAN and LAN)
f. Modeling
g. Application integration
h. Provide Process Control & Monitoring (SCADA)
i. Information Technology Security
j. Water Quality and Laboratory Information Management
k. Web and e-Business

Strategy G1.4d Develop a list of recommended projects to be implemented, including their capital cost, annual operation and maintenance costs, man-hours to implement and levels of support required.

H. Regional Cooperation and Leadership

The City is often engaged in numerous regional/state-wide organizations to develop policy or position statements on water issues that impact Flagstaff. These have included being active with the Northern Arizona Municipal Water Users Association (NAMWUA), Arizona Department of Water Resources (ADWR), Federal Emergency Management Agency (FEMA), USEPA, ADEQ, Northern Arizona University (NAU), U.S. Bureau of Reclamation (BOR), U.S. Geological Survey (USGS), Coconino Plateau Water Advisory Committee (CPWAC), Salt River Project, Central Arizona Project, and various State-led forums. Additionally, the City will continue to work collaboratively with Coconino County, the Navajo Nation, and the Hopi Tribe regarding regional water issues. Since water management decisions made today have long term implications, it is prudent that the City remains involved in influencing regional and State water policy and should consider the following:

H1 Collaboration with Tribal Governments

Policy H1.1 The City should foster and maintain professional relationships with the tribal governments of the Navajo Nation and the Hopi Tribe regarding regional water issues.

Strategy H1.1a The Mayor or their designee should establish and maintain a professional relationship with the elected officials of each tribe in order to stay informed, work collaboratively and influence policy decisions that may affect the City of Flagstaff's water supplies.

Strategy H1.1b The City Manager or their designee should establish and maintain a professional relationship with the government officials of each tribe in order to stay informed, work collaboratively and influence policy decisions that may affect the City of Flagstaff's water supplies.

Strategy H1.1c The Utilities Division staff should establish and maintain a professional relationship with the water resource staff of each tribe in order to stay informed, work collaboratively and influence policy decisions that may affect the City of Flagstaff's water supplies.

H2 Collaboration with Water Agencies and Associated Water Groups

Policy H2.1 The City should foster and maintain professional relationships with water management, water quality, flood control and water delivery agencies.

Strategy H2.1a The Mayor or their designee should establish and maintain a professional relationship with the appropriate counterparts within these organizations in order to stay informed, work collaboratively and influence policy decisions that may affect the City of Flagstaff's water supplies.

Strategy H2.1b The City Manager or their designee should establish and maintain a professional relationship with the appropriate counterparts within these organizations in order to stay informed, work collaboratively and influence policy decisions that may affect the City of Flagstaff's water supplies.

Strategy H2.1c The Utilities Division staff should establish and maintain a professional relationship with the appropriate counterparts within these organizations in order to stay informed, work collaboratively and influence policy decisions that may affect the City of Flagstaff's water supplies.

H3 Water Rights Acquisition

Policy H3.1 The City should demonstrate regional leadership in water management and water policy by participating in:

a. Competition for limited renewable water supplies.
b. Protection of existing water rights and water supplies.
c. Protection of environmentally sensitive riparian areas.
d. Collaboration/partnerships with adjacent water providers.
e. Water source and infrastructure financing.
f. ADWR Water Adequacy and Management Plans.
g. Intergovernmental and interagency relationships.
h. Collaboration of National Pollutant Discharge Elimination System (NPDES) compliance efforts with other jurisdictions.
i. Maintaining relationships with FEMA and ADWR respecting flood control and National Flood Insurance Program (NFIP) issues.

I. Water Security

The Mission of the City of Flagstaff Utilities Division is to provide safe water, sewer, and stormwater services to the City of Flagstaff customers and to utilize reclaimed water as a significant water management tool. Drinking water safety and maintaining security of the City's wastewater and stormwater collection systems is a primary concern of the Utilities Division for utility system employees and the community.

I1 Water Supply Security

Policy I1.1 The Utilities Division shall follow the recommendations of the Public Health Security and Bioterrorism Preparedness and Response Act enacted by the Federal Government and the Water System Vulnerability Assessment prepared in November 2003 and their updates specifically prepared to follow this guidance act.

Strategy I1.1a Security - Implement security improvements as funds become available, as recommended in the vulnerability assessment reports.

Strategy I1.1b Assessment – conduct updates to vulnerability assessments on a periodic basis and maintain confidentially of any vulnerabilities identified.

I2 Infrastructure Security

Policy I2.1 The Utilities Division shall limit access to the public from sensitive information and critical areas of the utility infrastructure in order to minimize the threat of attack or compromise of the Utilities Division's services. The Utilities Division develops an annual Report to the Water Commission that contains a variety of potentially sensitive infrastructure information.

Strategy I2.1a Restrict Tours - Restrict public tours of the treatment facilities and/or limit access to critical portions of the plants.

Strategy I2.1b Limit Information to Public - Balance the public's right to know versus the Utilities Division's need for public safety. Develop guidelines on restrictions to the public including access to the annual Report to the Water Commission.

Strategy I2.1c Report Suspicious Behavior - Utilities Division staff need to be aware of and report suspicious behavior near critical facilities.

Strategy I2.1d SCADA Information Security - The Utilities Division treatment plant facilities utilize a process control and monitoring system known as a Supervisory Control and Data Acquisition (SCADA) system in order to track information electronically and safely operate and control each treatment plant. These SCADA systems need to be physically isolated from all other computer networks and their network access restricted to minimize their potential to be infected by virus or malicious intent.

I3 Discharge Control for Sanitary and Stormwater Systems

Policy I3.1 Utilities shall maintain programs to control the types of materials and substances that are allowed to be discharged or placed into the sanitary and stormwater systems.

APPENDIX 1

City Council Resolution #2014-13

45-132. Filling large bodies of water for landscape, scenic or recreational purposes prohibited; exceptions; preemption

A. Except as provided in subsection B of this section, in an active management area established under chapter 2 of this title, a person shall not use any water for the purpose of filling or refilling all or a portion of a body of water.

B. This section does not apply to a body of water if any of the following applies:

1. The body of water was filled before January 1, 1987. If the surface area of the body of water is increased on or after January 1, 1987, this exception does not apply to the quantity of water that is added.

2. The director has determined that substantial capital investment has been made in the physical on-site construction of the body of water before January 1, 1987. If the surface area of the body of water is increased after it is initially filled, this exception does not apply to the quantity of water that is added.

3. The body of water is located in a recreational facility that is open to the public and owned or operated by the United States, this state, a city, town or county, a flood control district established under title 48, chapter 21 or a multi-county water conservation district established under title 48, chapter 22.

4. The body of water is filled and refilled exclusively with any one or any combination of the following:

(a) Effluent.

(b) Storm water runoff that is not subject to appropriation under section 45-141.

(c) Poor quality water used pursuant to a permit issued under subsections C and D of this section.

(d) Groundwater withdrawn pursuant to a drainage water withdrawal permit issued under section 45-519.

(e) Groundwater withdrawn in the first year of a temporary dewatering permit issued under section 45-518.

(f) Groundwater withdrawn as part of a remedial action under title 49, chapter 2, article 5, including mitigation of a nonhazardous release undertaken pursuant to an order issued by the department of environmental quality pursuant to section 49-286.

(g) Water used pursuant to a permit for interim water use issued under section 45-133.

(h) Surface water except central Arizona project water that, as determined by the director, physically occurs at such times, in such quantities or under such other circumstances that it cannot be physically captured and beneficially used by any other holder of an appropriative right.

5. The body of water is an integral part of a golf course that complies with any applicable conservation requirements in the management plan for the active management area adopted under chapter 2, article 9 of this title.

6. The body of water is unsealed and is an integral part of an underground storage facility for which the director has issued a permit under chapter 3.1 of this title.

7. The body of water is a swimming pool that is owned and operated by a hotel, motel, country club or resort and has a surface area equal to or less than forty-three thousand five hundred sixty square feet. If a hotel, motel, country club or resort has more than one swimming pool, only one of those swimming pools may have a surface area greater than twelve thousand three hundred twenty square feet.

C. A person who seeks to use poor quality groundwater to fill or refill all or a portion of a body of water shall apply to the director for a permit to use the groundwater for that purpose. The director may issue a permit if the applicant demonstrates that all of the following apply:

1. The applicant otherwise has a right to use the proposed source of groundwater for the proposed purpose.

2. The groundwater because of its poor quality cannot be used for another beneficial purpose at the present time and it is not economically feasible to treat and transport the groundwater and use it for another beneficial purpose.

3. The withdrawal of the groundwater is consistent with the management plan and achievement of the management goal for the active management area.

D. A permit issued pursuant to subsection C of this section may be issued for a period of up to thirty-five years. The director shall determine the duration of the permit on the basis of the estimated life of the source of poor quality groundwater and the potential for future beneficial use. The director shall monitor the use of groundwater pursuant to the permit and shall terminate the permit if any of the conditions for issuance of the permit no longer applies. A permit may be renewed subject to the same criteria used in granting the original permit.

E. This section preempts all municipal and county laws, charters, ordinances, rules and regulations relating to the use of any water to fill or refill all or a portion of a body of water, except that this section does not preempt a law, charter, ordinance, rule or regulation that has previously been adopted, passed or enacted or is subsequently adopted, passed or enacted if the law, charter, ordinance, rule or regulation is more restrictive than this section.

Amenity Lakes Policy Direction

City of Flagstaff

Water Services Division

Policy Issue

F.A.I.R. request on reasonable restrictions on potable water

- Currently, potable water can be used to fill amenity lakes and ponds, or be used to create a flowing amenity stream
- Our 2014 Water Policies encourages the use of reclaimed water for amenity lakes and ponds

Policy Alignment with AMAs

Aligns with Active Management Area Restrictions on Potable Water Uses

- A.R.S. 45-132. Filling large bodies of water for landscape, scenic or recreational purposes prohibited; exceptions; preemption

Proposal: Align City Code with State Law for AMA's & Local Policy

Utilities Integrated Master Plan, 2014
Water Policies

C7 Uses, Allocation and Priority

- Policy C7.1 The Utilities Division should continue to recommend updates to policies and ordinances that encourage the Direct Reuse of reclaimed water where appropriate and consistent with State and Federal laws.
- Policy C7.2 Golf courses, other large turf areas (e.g., schools, parks, etc.) and amenity lakes shall use Direct Reuse of reclaimed water.

Suggested Changes to City Code

Under Conservation Code 7-03-001-0014

Add Definitions:

"Body of water" means a body of water including a lake, pond, lagoon, artificial pond or stream, that has a surface area greater than thirteen thousand square feet (approximate area of an Olympic-sized pool) and that is filled or refilled for landscape, scenic or recreational purposes. An exception can be granted as per Section 7-03-001-0014 E.1.e. Only for the purpose of determining the surface area of a body of water, two or more bodies of water that are connected are considered to be one body of water.

"Swimming pool" means an artificially constructed pool for swimming purposes that meets the applicable design standards and specifications for swimming pools prescribed by Flagstaff City Code Chapter 4-10 2018 International Swimming Pool and Spa Code, that is less than thirteen thousand square feet.

Suggested Changes to City Code

Under Section 7-03-002-0014.E.1

1. Strategy I: Water Awareness (may implement with Resource Status I). Conserve water, in and outside of the home, using the best practices available to minimize waste. Water users are specifically encouraged to landscape with plant materials requiring little or no supplemental irrigation water. The following uses are restricted or prohibited.

No person shall:

Add "e":

e. fill or refill all or a portion of a body of water for landscape, scenic or recreational purposes unless it is filled with reclaimed water or stormwater runoff that is not subject to appropriation. This section does not apply to a body of water if any of the following applies:

Suggested Changes to City Code

Continued…Under Section 7-03-002-0014.E.1.e.

i. The body of water was filled to, or the facility that holds the body of water existed prior to, January 1, 2021. If the surface area of the body of water is increased on or after January 1, 2021, this exception does not apply to the quantity of water that is added.

ii. The body of water is located in a recreational facility that is open to the public and owned or operated by the United States, the State of Arizona, Coconino County, and/or the City of Flagstaff.

iii. The body of water is a swimming pool less than thirteen thousand square feet as defined here-in.

iv. An exception was granted by City Council allowing the body of water to be filled with potable water.

Suggested Changes to City Code

Under Section 7-03-002-0014.E.2.c

2. Strategy II: Water Emergency (may implement with Resource Status II). In addition to the requirements of Strategy I, the following uses are restricted or prohibited.

Change:

No person shall:

c. Use potable water for filling ornamental fountains~~, artificial ponds or streams~~

Suggested Changes to City Code

Motion Passed Unanimously by Water Commission

- "recommend to City Council to consider the reasonable restriction on potable water used by changing Code to align with the City's adopted water Policy C.7.2 and to come in line with water management in the State's Active Management Areas, but suggest clarification process of getting an exception."

Update this Section of Code

- Update "Utilities" to "Water Services"

FLAGSTAFF WATER SERVICES

We are Water

Discussion and Recommendation





11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/24/2020
Meeting Date:	12/01/2020

TITLE

City Manager Report

STAFF RECOMMENDED ACTION:

Information Only

EXECUTIVE SUMMARY:

These reports will be included in the City Council packet for regularly scheduled Council meetings, excluding Work Session meetings. The reports are intended to be informational, covering miscellaneous events and topics involving the City organization.

INFORMATION:

Attachments: City Manager Report

City Manager's Report

November 25 2020

Council and Colleagues, Greetings.

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. In no particular order…

Alternate Response Work Group Update

The work group is designing a scope of work for a diversion center and CART program. The diversion center will provide a location for Police and Fire personnel to drop off individuals in need of services. The CART program will provide for a Flagstaff Fire Department EMT and mental health professional to provide assistance and services to 'man down' calls. These two items will supplement the re-routing of appropriate calls to the Crisis Response Network that was implemented by the Flagstaff Police Department on November 2nd.

The work group is also currently identifying a list of stakeholders to review and provide input on the scope of work to ensure we have captured all needed services for the Flagstaff community. Stay tuned on this important endeavor.

Fire Department

Firewood to Hopi Tribe

The Arizona Conservation Corps Ancestral Lands Hopi Crew picked up about 20 cords of firewood recently. They are planning on taking about 100-120 cords out to Hopi villages as long as the weather allows for decent vehicle access.



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Firefighter Casey "Cowboy" Wood

Casey served the City of Flagstaff for 25 years. He began his career as a Flagstaff Police Officer prior to serving the last twenty years as a firefighter. He served as a fire investigator, a SWOT team member, and a liaison with the PD. He is known for his "ride for the brand" commitment to the city, a positive attitude, and a quick smile. For a time, Casey actually was a PRCA professional cowboy, hence the reference. The City of Flagstaff is grateful for Firefighter Wood's dedication and commitment over the years. Well done, sir!

As noted by Chief Gaillard, “Firefighter Casey Wood retired at the end of his tour. The Honor Guard presented him with a flag to honor the occasion. Proud to have his brother Timber Mesa Fire & Medical Dist. DC Clay Wood present. Thanks for your service Casey. Godspeed @CityofFlagstaff”











The A shift west side crews were dispatched to a travel trailer that was on fire in the downtown area off Cottage. Crews were able to extinguish the fire with the original 3-1 assignment.

A 3-1 assignment, by the way, means that three firefighting units and one chief are responding. It is the first level of response.





E1 was clearing from a call on NAU campus when they came upon a tractor trailer parked near NAU Audrey Auditorium that was on fire. The call was soon upgraded to a 3-1 assignment.

Luckily there was nobody around the trailer and there were no exposures. The trailer was plugged into the Audrey Auditorium building and the contents of the trailer included video/audio equipment. The origin of the fire was behind built in walls and it took crews several minutes to make access to it. The fire was extinguished and there were no injuries as a result of it. This fire caused extensive damage to the equipment in the trailer. FFD and NAU PD investigated the fire. The cause of the fire is under investigation.

The C shift crews did a virtual public education on fire safety with special needs students from Sinagua Middle School via Zoom. Station 2 crew gave a virtual tour of station, put on turnouts, and sent pictures of all the types of calls we go on from our picture history on a department cell phone.

Human Resources

Human Resources has completed a presentation with compensation recommendations as a result of the completed Compensation Study with Evergreen. The recommendations have been vetted with the Budget Team and presented to the Leadership Team for discussion and feedback.

Police Department

Updates:

- Police Department personnel met with Flagstaff Shelter Staff on how to better serve the homeless population.

- Staff conducted and attended Defensive Tactics training this week. And in the parking enforcement arena, officers wrote several seasonal restriction parking citations in the Railroad Springs Neighborhood, where we have received numerous complaints on the vehicles.
- Internal staff held a recruitment team meeting. We are working on a new webpage that is more user friendly for those looking to apply to the FPD. We hope to be able to have recruiters who can be contacted immediately by applicants to answer questions and set up ride-alongs and testing! The creativity is needed, as Council is aware our recruitment is down and our vacancy has surged. To note, there are currently 14 vacancies on the patrol side and five in Dispatch.
- Interim Chief Musselman and Communications Manager Brandis presented to a community group on police services on November 9th. Also of note, the overnight shifts gave several rides to the shelter, due to the inclement weather. Much appreciated!
- And due to that snowy weather that we experienced on November 9th, patrol worked eight collisions and at least a dozen slide-offs.
- An officer was assaulted and choked while taking a suspect into custody. The officer received medical attention and was released the same day.

<u>Award and Recognition:</u>

And finally, and most importantly, a well-deserved recognition here. Officer Zach Syers with our PD was recently awarded the Lifesaving Award for his actions. On October 22nd at around 7:30 pm, Officer Syers responded to a medical assist for a report of a subject not breathing. Officer Syers was around the corner from the call on an unrelated matter when he heard the call.



Officer Syers quickly arrived on scene and located the reporting party in the front yard, who was a friend of the victim who was inside the building. The reporting party was gaming online with the victim, when he noticed the victim did not appear to be breathing. Officer Syers looked through the front window and could see the victim slumped over in a chair. The victim did not respond to Officer's knocking at the front door, which was locked. Officer Syers knew that he needed to enter the apartment to render immediate life-saving medical aid. He forced entry through the front door and requested the reporting party to assist him by removing the victim from the chair. Officer Syers noticed the victim was very pale and was not breathing. He administered chest compressions and after approximately 20 seconds, the victim responded. The victim appeared dazed and was unaware of his surroundings at the moment he came around.

Officer Syers stayed with the individual and ascertained the necessary background medical information to pass on to the responding medics, who arrived and transported the individual to FMC, where the individual was later expected to make a full recovery.

Officer Syers displayed great officer awareness and reacted immediately to a life-threatening situation. His actions in this situation are in keeping with the highest standards of Flagstaff Police Department's Mission Statement by protecting and preserving life. Officer Syers was awarded the Lifesaving Award for his actions. Congratulations Officer Syers! Well done!

Public Works

- The EUROW (Expanded Use of Rights of Way) downtown lane closure and parklet installation at PayNTake were removed this week for the winter. The Team continues to work on options for covered / lighted / heated seating in Heritage Square. Stay tuned on that. Thanks to Rebecca Sayers for her leadership of the EUROW Team.



Staff began removing the juniper bushes and some other shrubs (see picture) from the sitting area that is right-of-way near the intersection of Butler Ave and S. San Francisco Street (the southwestern corner). A discussion with Police Department regarding a recent homicide in this area predicated the need to perform the removal to create visibility and safety in the sitting area. Parks has reached out to Legal to inquire about installing sign posts regarding no alcohol in the right-of-way as an additional measure regarding the safety of the space. The work is currently in progress.

- Holiday trees were erected at Heritage Square and City Hall, as well as the Orb at the 4th Street Gateway in preparation for the holiday season. Thank you to staff that take on these tasks annually.
- Staff is preparing for an upcoming meeting with all event organizers that have received permits in the last 2-3 years to discuss the upcoming potential event season in 2021 and reflect on 2020. A focus of the meeting will be communication and partnerships.
- Hal Jensen Recreation Center staff attended a "Bullying and Cyberbullying" webinar sponsored by the Coconino Coalition for Children & Youth. The presenter was Brad Snyder with the Dion Initiative for Child Well-Being and Bullying Prevention. Joe C. Montoya Community and Senior Center staff are working with Angels Home Care to provide an "Adopt a Grandparent" holiday event to provide needed items to seniors is need. A holiday tree with tags for gift recipients will be located inside the Walgreens on corner of 4th and Route 66 for donors to choose and leave their donation/gift at the Walgreens store for Angels Home Care to receive and distribute.



- The Jay Lively Ice Rink continued offering Adult Skating and Adult Stick and Pucks sessions this week. Interest in both programs continues to grow with recent sessions filling to the maximum allowance of 20 participants. We are grateful for Council's thoughtful discussion related to the continued operation of the rink as part of the Phase II Re-Entry measures.
- Sweeper crews continue ice cinder clean up citywide. A significant focus last week was bike lanes and intersections, this week we wrapped up major bike lanes and focused on medians, north downtown, and started into neighborhoods. The effort is strong, and we are making excellent progress with the small crew. The sign crew is busy repairing damaged traffic signage involved in minor vehicle collisions and slide-offs. Streets welcomed back our Winslow DOC crew this week and they are working on

ROW cleanup and assisting at the Core Services facility with landscaping and vegetation maintenance.

- The old City Courts and Prosecutors Buildings are cleared for demo following abatement and removal of final items and utility disconnects. Unisource and communications companies are removing exposed lines from the site and demo will probably occur first week of December. Stay tuned.
- Our City Hall elevator is awaiting the new door safety switch which is an optical sensor to replace the failed and obsolete door switch. Installation is pending once received.
- The Bulky crews are experiencing some heavy volumes and anticipate that the program will wrap up by November 20th. The rental 'bulky truck' will be leaving in December. Snow Play trash and recycle bins will be deployed beginning (weather depending) November 23rd – March 15th at the following locations: Peak View, Kendrick, Thorpe Park and Lone Tree Road.

Sustainability

Upcoming Working Calendar:

- Sustainability Commission: Next meeting: Thursday, December 3rd, 4:30 – 6:30 pm
- Open Space Commission: Next meeting, Monday, December 7th, 4 - 6 pm.

Staff Announcements:

- Administrative Assistant-Sustainability: Marissa Molloy started on Monday, November 16, 2020. Onboarding and training are currently underway.

Updates:

- Staff delivered the Climate Emergency presentation to the Airport Commission and the NAIPTA Board of Directors
- Staff secured preliminary approval for funding from the APS Take Charge AZ Program for electric vehicle charging stations at three locations: Airport, Main Library, and Aquaplex.
- Interest in volunteer clean ups is on the rise. We supported three clean-up efforts last week and have three more scheduled for this week.
- Thus far in November, 15 Open Space and other volunteers donated 62.5 hours helping with trail maintenance, cleaning up trash and graffiti, talking with visitors at the various locations, and monitoring petroglyph sites.
- Staff held a trail maintenance day on November 17th (rescheduled because of frozen snow) to even out a section of trail at Picture Canyon. Following are the before/during/after photos:







- Staff also replaced social distancing signs which appear to have disappeared from Picture Canyon, McMillan Mesa, and Observatory Mesa.
- All six Home Energy Efficiency (HEE) 101 Kits have been successfully delivered and/or picked up by residents that attended the first HEE 101 workshop of the season.

Upcoming Events:

- Home Energy Efficiency Workshop (Virtual) 101: December 2nd, 6:00 pm
- Home Energy Efficiency Workshop (Virtual) 101: January 7th, 6:00 pm
- McMillan Mesa Rezone Community meeting: December 14th, 5:00 pm
- McMillan Mesa Rezone Community meeting: January 13th, 5:00 pm

Time for Giving

Our *Stuff the Virtual Bus* food drive raised **$35,842** to help us provide meals to those in need this holiday season! This funding will help the Flagstaff Family Food Center purchase turkeys, prepare Thanksgiving meals, sides, and desserts - and distribute these meals to those in need through our Family Food Box program, home deliveries to those who cannot safely leave their homes, and through our Agency Shopping program, sharing turkeys with local non-profits with congregate meal sites.

Related, below is the flyer for the Giving Advent Box:

