CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
OCTOBER 4, 2022

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

---

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 through other technological means.

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

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. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Customer Service Representatives Week

B. **Proclamation:** Domestic Violence Awareness Month

6. COUNCIL LIAISON REPORTS

7. APPOINTMENTS

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

A. **Consideration of Appointments:** Airport Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring October 2024.
Make two appointments to terms expiring October 2025.

8. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

A. **Consideration and Approval of Contract:** This agreement is between the City of Flagstaff and the Flagstaff Youth Hockey Association (FYHA). The Agreement outlines the responsibilities for both parties including the rental of ice time at the City of Flagstaff Jay Lively Activity Center.

STAFF RECOMMENDED ACTION:

1. Approve the license agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association with anticipated revenue of approximately $55,000.
2. Authorize the City Manager to execute all necessary documents.

B. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with The Public Restroom Company for the Thorpe Park restrooms in the amount of $279,482, plus applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $279,482, plus applicable taxes with The Public Restroom Company to purchase and install a turnkey restroom at Thorpe Park through the BuyBoard Cooperative Purchasing Agreement 679-22; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Engineering Professional Services Contract with Carollo Engineers, Inc. in the total amount of $1,890,481, for the Wildcat Hill Water Reclamation Plant Digester Complex Design and Bid Phase Services.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Contract with Carollo Engineers, Inc. in the total amount of $1,890,481, which includes a $155,000 Contract Allowance, with a contract period of 16 months; and
2. Authorize the City Manager to execute the necessary documents.

9. **ROUTINE ITEMS**

A. **Consideration and Adoption of Ordinance No. 2022-25:** An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 11, General Plans and Subdivision, Division 11-10.20: Additional Procedures for Comprehensive Plan Updates, New Elements, and Major Amendments to the General Plan, providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-25 by title only for the final time
2) City Clerk reads Ordinance No. 2022-25 by title only (if approved above)
3) Adopt Ordinance No. 2022-25

B. **Consideration and Adoption of Ordinance No. 2022-26:** An ordinance of the Flagstaff City Council authorizing the acquisition of real property for open space and the Flagstaff Urban Trail System purposes; providing for delegation of authority, severability, repeal of conflicting ordinances, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-26 by title only for the final time
2) City Clerk reads Ordinance No. 2022-26 by title only (if approved above)
3) Adopt Ordinance No. 2022-26

C. **Consideration and Approval of Contract:** Construction contract for conduit and fiber from City Hall to Butler/Beaver, connecting the Visitor Center, Butler Pedestrian Crossing and Northern Arizona University.

STAFF RECOMMENDED ACTION:

Approve the Cooperative Purchase Contract with Aspen Communications in the amount of $593,593.20, plus applicable taxes, for a construction contract for conduit and fiber from City Hall to Butler/Beaver, connecting the Visitor Center, Butler Pedestrian Crossing, and Northern Arizona University; and authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of PZ-15-00115-23: Adora - Phase 2 at Timber Sky Preliminary Plat:** Capstone Homes requests Preliminary Plat approval for Adora - Phase 2 at Timber Sky located at 2760 S Vega Street, a 39 lot single-family subdivision on 7.15 acres in the Medium-Density Residential (MR) Zone.

STAFF RECOMMENDED ACTION:

Approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (6-0).

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Resolution No. 2022-48:** A resolution of the Flagstaff City Council, amending the Flagstaff Regional Plan 2030 by amending Chapter X and Glossary to address Active Transportation and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Hold Public Hearing
2. Read Resolution No. 2022-48 by title only
3. City Clerk reads Resolution No. 2022-48 by title only (if approved above)
4. Adopt Resolution No. 2022-48

11. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-47:** A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program.

Consideration and Approval of Grant Agreement: Arizona 911 Grant Agreement between Arizona Department of Administration Office of Grants and Federal Resources and the City of Flagstaff acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2022-47 by title only
2. City Clerk reads Resolution No. 2022-47 by title only (if approved above)
3. Adopt Resolution No. 2022-47
4. Approve the acceptance of the grant award from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of $544,095.00 for the 911 budget for Coconino County FY2023.

12. DISCUSSION ITEMS

A. Discussion regarding Case No. PZ-19-00248: City's proposed amendment to the Zoning Code to modify the existing Outdoor Lighting Standards (Division 10-50.070).

STAFF RECOMMENDED ACTION:

Receive direction from Council regarding any recommended modifications or considerations on the proposed Outdoor Lighting Standards Zoning Code Text Amendment.

B. Water Conservation Strategic Plan Update

STAFF RECOMMENDED ACTION:

Discussion only. Council input on future/current programming is welcome.

C. Airport Drainage Plan Improvements - Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only. Staff will provide an update regarding the Airport Drainage Plan Improvements design effort.

13. PUBLIC PARTICIPATION

14. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

15. 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 _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

7. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE:

Consideration of Appointments: Airport Commission.

STAFF RECOMMENDED ACTION:

Make two appointments to terms expiring October 2024.
Make two appointments to terms expiring October 2025.

Executive Summary:

The Airport Commission consists of seven citizens, and is responsible for reviewing and reporting to the Council on the development of the Airpark and on matters affecting the operation and efficiency of the airport, using the Airport Master Plan as a guide. There is currently one seat available due to a resignation. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis.

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

- John Albert (new applicant)
- Jesse Breckenridge (new applicant)
- Carol Curtis (current commissioner)
- Gail Jackson (current commissioner)
- Thomas Waddell (new applicant)

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

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Salas, Councilmember Aslan, Councilmember Shimoni, and Councilmember McCarthy

Financial Impact:

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

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

- 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 four Commissioners: by appointing a member at this time, the Airport Commission will be at full membership, allowing the group to meet and provide recommendations to the City Council.

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

Community Benefits and Considerations:

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

Community Involvement:

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

Attachments: Airport Commission Authority

CHAPTER 2-11
FLAGSTAFF AIRPORT COMMISSION

SECTIONS:

2-11-001-0001 COMMISSION CREATED:
2-11-001-0002 COMPOSITION; TERMS:
2-11-001-0003 ORGANIZATION:
2-11-001-0004 COMPENSATION:
2-11-001-0005 MEETINGS:
2-11-001-0006 ACTIONS OF THE COMMISSION:

2-11-001-0001 COMMISSION CREATED:

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

2-11-001-0002 COMPOSITION; TERMS:

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

A. Seven (7) members to be appointed by the City Council who shall serve for three (3) year terms, on a staggered basis.

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

The Mayor;

The City Manager;

The Airport Manager;

The FAA Tower Operator.

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

2-11-001-0003 ORGANIZATION:

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

2-11-001-0004 COMPENSATION:

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

2-11-001-0005 MEETINGS:

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

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

A. The Commission, with the consent of the City Manager, may call on all City divisions for assistance in the performance of its duties, and it shall be the duty of such divisions to render such assistance to the Commission as may be reasonably required.

B. All discussions, deliberations, actions and recommendations of the Commission shall be advisory to the City Council, and such advisories as the Commission may from time to time make shall be forwarded to the City Council through the City Manager. (Res. 1045, 9-20-77)

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Hagin, Parks Manager
Co-Submitter:	Daniel Carrick
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE:

Consideration and Approval of Contract: This agreement is between the City of Flagstaff and the Flagstaff Youth Hockey Association (FYHA). The Agreement outlines the responsibilities for both parties including the rental of ice time at the City of Flagstaff Jay Lively Activity Center.

STAFF RECOMMENDED ACTION:

1. Approve the license agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association with anticipated revenue of approximately $55,000.
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The agreement between the City of Flagstaff and the Flagstaff Youth Hockey Association outlines the details for renting ice at the Jay Lively Activity Center for games, practices, hockey camps, and clinics.

Financial Impact:

During the last license agreement period of October 1, 2021 to October 1, 2022, the Flagstaff Youth Hockey Association paid the City of Flagstaff $48,495 for use of the Jay Lively Activity Center. The estimated revenue for this year's agreement is $55,200 and is subject to change based on real time rental and usage of the Activity Center.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Provide amenities and activities that support a healthy lifestyle (SP)3.4/ (SP)4.1/ (SP)4.4/ (RP)CC.5/ LU.1-2/ LU.6/ LU.10/ LU.11/ LU.18/ T.3-7/ REC.1/ OS.1**

Carbon Neutrality Plan

N/A

Regional Plan

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

Has There Been Previous Council Decision on This:

Yes. Similar license agreements have been approved in previous years when the revenue is projected to exceed $50,000.

Options and Alternatives:

1. Approve the License Agreement as presented
2. Direct staff to revise the License Agreement
3. Not approve the License Agreement

Background/History:

License Agreements are coordinated each year between user groups and Jay Lively Activity Center staff with the approval of the City Attorney's office and the Risk Manager. Most of these agreements are under $50,000 in revenue to the City and do not require Council approval. Due to the level of revenue anticipated with this agreement ($55,000), the City Attorney's Office recommends City Council approval.

Key Considerations:

Flagstaff Youth Hockey Association (FYHA) is in good standing and continues to pay their invoices in a timely manner.

Expanded Financial Considerations:

The Flagstaff Youth Hockey Association (FYHA) paid the City of Flagstaff a total of $48,495 for license year October 2021 to October 2022. Schedule changes, cancelations and additions of ice time are expected throughout the year and will be addressed in the actual rental fee invoices at that time.

Community Benefits and Considerations:

Approving the contract allows youth and coaches to continue utilizing ice time for games, practices, hockey camps and clinics.

Community Involvement:

The City of Flagstaff Jay Lively Activity Center staff continue to work closely with all user groups to divide usable ice time in a fair and equitable manner.

Attachments: License Agreement

City of Flagstaff Recreation Services
211 W. Aspen Ave.
Flagstaff, AZ 86001
Phone: (928) 213-2300

Jay L. Lively Activity Center Ice Rink License Agreement

This License Agreement ("Agreement") is entered into by the City of Flagstaff ("City") and **Flagstaff Youth Hockey Association (FYHA)**("Licensee") to allow Licensee to rent ice time at the Jay L. Lively Activity Center Ice Rink.

RECITALS

A. The City operates an ice rink facility ("Ice Rink") at the Jay Lively Activity Center, located at 1650 N. Turquoise Drive, Flagstaff, AZ 86001 ("Ice Arena");

B. The Licensee desires to rent ice time at the Ice Arena for a fee, and the City desires to make ice time at the Ice Arena available for rent;

C. The City and the Licensee desire to enter into this Agreement for the use of the Ice Rink under the terms and conditions set forth below.

In consideration of the mutual covenants contained in this Agreement, the City and Licensee agree as follows:

TERMS AND CONDITIONS

1. **Ice Rink and Facilities**. The City hereby agrees to license to Licensee use of the Ice Rink at the Ice Arena for a fee. Licensee shall have exclusive use of the Ice Rink during the periods of time that Licensee schedules use of the Ice Rink in accordance with Section 5 below. In addition to the Ice Rink, Licensee shall be permitted to use all of the Ice Arena facilities, including locker rooms, bathrooms, and the referee's room. Licensee shall also be permitted to use two (2) hockey goals and nets, if needed, which will be provided by the City. The Ice Arena will be open forty-five minutes prior to scheduled periods of use. Licensee can request that the Ice Arena be made available earlier for an additional fee.

2. **Term of Agreement**. This Agreement shall become effective as of the last signature date set forth below and terminate on October 1, 2023.

3. **Fee**. Licensee agrees to pay the City at a rate of **$ 77.94 per hour** plus tax for use of the Ice Rink and facilities at the Ice Arena. Fees due to the City from Licensee for scheduled periods of use will be invoiced to Licensee and shall be payable prior to such use. **If Licensee fails to make timely payments, it will forfeit its scheduled use of the Ice Rink.** The hourly fee may be changed periodically by the Flagstaff City Council. The City reserves the right to charge spectator fees in accordance with the fee schedule adopted by City Recreation Services.

4. **Rules of Use**. The following rules must be followed at all times. Failure to follow the rules may result in termination of this Agreement and forfeiture of Licensee's scheduled use of the Ice Rink. The extent of the forfeited ice time will be at the sole discretion of City staff.

a) Licensee, Licensee's members, and Licensee's guests must follow Ice Arena and Ice Rink rules, regulations, and conditions of use posted by the City at all times. Rules, regulations, and conditions of use posted by the City are made at the City's sole discretion and are subject to

change at any time. For hockey related activities, full protective gear must be always worn on the ice. This includes but is not limited to skates, shin guards/pads, hockey pants/girdle, shoulder pads/chest protector, elbow pads, gloves/blocker and helmet.

b) Licensee is responsible for monitoring all persons who are members of Licensee's organization or guests of the Licensee, including visiting teams and their guests using the Ice Arena and Ice Rink during Licensee's scheduled periods of use.

c) Alcohol is not allowed in the Ice Arena. Use of alcohol or any other illegal substances by Licensee, Licensee's guests, visiting teams, or guests of visiting teams will result in forfeiture of the scheduled ice time. If a violation is discovered after Licensee's use of the facilities, Licensee will forfeit future scheduled ice time.

d) The Ice Arena is a tobacco-free environment. Use of any tobacco product in the Ice Arena is prohibited.

e) Fighting, the use of offensive language, and shaking, pounding, or standing on the ice rink boards is strictly prohibited.

f) Locker rooms shall be left in a clean and orderly manner. Licensee will be charged at a rate of $20.00 per hour if locker rooms or other areas require additional cleaning, repair, or replacement as a result of the activities of Licensee, Licensee's guests, visiting teams, or guests of visiting teams. Licensee is responsible for all damages that occur to the Ice Rink or Ice Arena facilities during its scheduled periods of use.

g) No more than 500 spectators are permitted for events and hockey games at the Ice Arena. The City reserves the right to change the number of allowable spectators at any time and for any reason. The City will be responsible for counting the number of spectators entering the Ice Arena.

h) For Licensee-sponsored events at the Ice Arena that will be attended by 100 or more spectators, the Licensee must arrange for police personnel to provide public safety and security services at the event. For events with expected attendance of 100 to 200 spectators, one police officer must be provided. For events with expected attendance of 201 to 400 spectators, two police officers must be provided. For events with expected attendance of 401 to 500 spectators, three police officers must be provided. Licensee shall be responsible for paying all costs associated with providing police personnel under this section. If the Licensee is unable to provide police personnel for its event, the City reserves the right to limit the number of spectators at the event to a safe amount.

5. **Scheduling Periods of Use**. The Licensee must schedule ice time at least thirty (30) days in advance by contacting City staff at the Ice Arena. Nothing contained in this Agreement shall be construed to guarantee that requested periods of use will be available for Licensee. Confirmation of scheduled ice time will be by written invoice issued by the City. All changes to scheduled ice times must be approved by City staff at the Ice Arena. Additional ice time may be scheduled without thirty (30) days advance notice, if available. The City reserves the right to schedule the Ice Rink for other uses at any time the ice is not scheduled for use by Licensee.

6. **Cancellations**. All cancellations of scheduled ice time must be made sixty (60) days prior to the canceled date to receive a full refund. All cancellations made forty-five (45) to fifty-nine (59) days prior to the canceled date will be refunded at 50%. Cancellations made less than forty-four (44) days prior to the canceled date will not be refunded. All scheduled ice time must be paid for by the Licensee whether or not the ice time is

actually used. The City may reschedule use of the Ice Rink after receiving notice of cancellation and will attempt to fill all open times. If the City is able to reschedule use of the Ice Rink, the Licensee will receive credit for the time period that was rescheduled.

7. **Facility and Security Deposit**. The City requires a deposit for facility use and security, which may be used to pay for damage to the Ice Rink or Ice Arena facilities caused by the Licensee, Licensee's guests, visiting teams, or guests of visiting teams, or to cover unpaid facility-use fees. The Facility and Security Deposit will be 10% of the total monthly fee for the amount of time booked by Licensee or $500.00, whichever is less. The Facility and Security Deposit is due when ice time is scheduled.

8. **Conditions of Facility**. Rental of the Ice Rink is "as is." The City is under no obligation to modify the Ice Rink or to obtain additional equipment for Licensee's use. Licensee acknowledges that it has inspected the Ice Rink and Licensee is satisfied with its physical condition and its suitability for its intended use. If the Ice Rink or any portion of it is closed or not suitable for use for any reason, including but not limited to maintenance issues, equipment failures, staffing shortages, events of war, natural disasters, acts of terrorism, government acts or orders, epidemics, pandemics, public health emergencies, and other acts of God, then this Agreement shall terminate or be suspended and Licensee waives any claim against the City for damages by reason of the termination or suspension, except that any payments for unused ice time shall be refunded by the City to Licensee.

9. **Termination**. Either party may terminate this Agreement upon thirty (30) days written notice for any reason or no reason. The City also reserves the right to immediately terminate this Agreement if Licensee, Licensee's guests, visiting teams, or guests of visiting teams are in violation of any part of this Agreement during the Licensee's scheduled periods of use.

10. **Liability**. The City shall not be held liable for any accident, theft, or any other loss to the Licensee or any article in the possession of the Licensee.

11. **Indemnification**. Licensee agrees to indemnify, defend, save, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses, including court costs, attorney's fees, and costs of claim processing, investigation and litigation (hereinafter collectively referred to as "Claims") that arise out of any actual or alleged bodily injury to any person (including death) or property damage caused, in whole or in part, by the acts, errors, omissions, or negligence of the Licensee or any of Licensee's directors, officers, agents, employees, or volunteers in connection with or incident to Licensee's use of the Ice Rink and the Ice Arena facilities. This indemnity provision shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Agreement.

In consideration for the use and occupancy of the Ice Rink, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Ice Rink.

12. **Insurance**. The Licensee shall procure and maintain for the duration of the Term of this Agreement insurance against claims for injury to persons or damage to property, which may arise from or in connection with the Licensee's use and occupancy of the Ice Arena, including the acts of its agents, representatives, employees, or subcontractors. The minimum scope and minimum limits of insurance are as follows: Commercial General Liability Insurance (Occurrence Form) in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained herein. The City does not represent or warrant that these minimum limits are sufficient to protect the Licensee from liabilities that may arise out of its activities, and Licensee is free to purchase additional insurance as it may determine is necessary. A certificate of insurance verifying the

required insurance coverage identified above shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds and be accompanied by the required endorsement. Such evidence of additional insured status shall be subject to the approval of the Risk Management Division of the City of Flagstaff. The absence of acceptable insurance and endorsement will be grounds for termination of this Agreement.

13. **Jurisdiction and Venue**. This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. Any proceeding or litigation arising out of or relating to this Agreement will be conducted in Coconino County, Arizona. Licensee hereby submits itself to the original jurisdiction of the courts located within Coconino County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

14. **Conflict of Interest**. The Parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

15. **Severability**. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Agreement, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement or any part thereof.

16. **Applicable Laws**. Licensee shall comply with all applicable laws, ordinances, rules, regulations, and executive orders of the federal, state, and local government that may affect the performance of this Agreement.

17. **Assignment Prohibited**. This Agreement and any rights or benefits described herein may not be assigned by either party.

18. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and any modification or amendment of this Agreement must be in writing and signed by both Parties.

The signatories below acknowledge and represent that they are authorized to execute this Agreement on their behalf or on behalf of the organization they represent.

City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

Flagstaff Youth Hockey Association (FYHA)
PO Box 2903
Flagstaff, AZ 86003

_____
City Manager

_____
Signatory's Name (Please Print)

_____
Date

_____
Signature

Attest:

_____
Date

_____
City Clerk

Approved as to Form:

_____
City Attorney

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Hagin, Parks Manager
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with The Public Restroom Company for the Thorpe Park restrooms in the amount of $279,482, plus applicable taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of $279,482, plus applicable taxes with The Public Restroom Company to purchase and install a turnkey restroom at Thorpe Park through the BuyBoard Cooperative Purchasing Agreement 679-22; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of this Cooperative Purchase Contract with The Public Restroom Company will allow the City to purchase a turnkey (installed) permanent restroom facility at Thorpe Park. The current restrooms near the play structures and tennis courts consist of four (4) portable toilets in the summer and two (2) portable toilets in the winter at an estimated annual cost of $12,340.

This purchase will provide for a year-round permanent restroom building with three (3) fully accessible units at one of the City's most popular regional parks. Parks staff worked with The Portable Restroom Company to customize standard features to be compliant with goals of the Carbon Neutrality Plan and the Water Conservation Strategic Plan, including LED motion sensor activated lighting, high-velocity hand dryers to eliminate paper towel waste, efficient radiant in-floor heating, dark sky compliant lighting fixtures, and Water Sense plumbing fixtures.The building also includes a utility chase for maintenance. The restroom building exterior features complement the other structures and natural features within the park, including a front porch space.

Financial Impact:

An amount of $145,186.00 is budgeted within account 001-11-155-0561-5-4433, and the amount of $134,296.00 is budgeted within account 001-11-155-0567-5-4433.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community, Inclusive & Engaged Community and Livable Community

Carbon Neutrality Plan

CNP-1, Reduce greenhouse emissions from City Operations, and CR-1, Community Resilience

Regional Plan

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

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract in the amount of $279,482.00, plus applicable taxes, with The Public Restroom Company to purchase and install a turnkey restroom at Thorpe Park through the BuyBoard Cooperative Purchasing Agreement 679-22; and
2. Authorize the City Manager to execute the necessary documents.

Background/History:

In fiscal year (FY) 2018, $300,000 was budgeted within the Recreation portion of the Bed, Board, and Beverage (BBB) Fund for the design, procurement and construction of permanent restrooms for both Buffalo Park and Thorpe Park. During FY 2020, the Parks Section delivered the restrooms at Buffalo Park utilizing these originally sourced funds. This created a challenge for staff to build a fund balance to deliver restrooms at Thorpe Park. After tackling a few deferred maintenance needs during FY 2021 and 2022, the Section is prepared to deliver permanent restrooms to the regional park.

During FY 2022, staff solicited through a request for information (RFI) process for estimates to deliver a restroom facility with local general contractors. The estimates exceeded the budgeted amount by over $250,000. With the success of the pre-fabricated structure delivered at Buffalo Park, staff moved forward with obtaining a proposal from The Public Restroom Company, as the process is a cost-savings and fiscally responsible.

Purchasing staff identified a cooperative purchase contract with Buy Board to determine that there is a current and relevant agreement with The Public Restroom Company that would allow the purchase. Upon completing review, Purchasing staff developed the City of Flagstaff corresponding Cooperative Purchase Contract.

Key Considerations:

When considering the cost reduction measures that staff has proposed, the most economical way to provide permanent public restrooms at Thorpe Park is the turnkey structure. All three (3) restroom units within the building will be fully accessible, producing a more functional restroom facility for the high use regional park.

The turnkey restroom is designed with both sustainable and water conserving considerations, including low flow Water Sense toilets and faucets, high-velocity hand dryers to eliminate the need for paper towels, motion sensor activated LED light fixtures, and radiant in-floor heating that will reduce the overall heating requirements of the structure. The exterior lighting will meet dark skies goals and the structure will include exterior elements that complement those already at Thorpe Park.

Parks staff currently use a private security company to close and lock all public restrooms after the parks

close after dark. Parks staff then reopens the restrooms each morning. The new restrooms at Thorpe Park will be added to this service. Additionally, as with large events at other parks with permanent restrooms, special event producers may be asked to provide portable restrooms to alleviate overuse of the permanent facility. Event producers will also be asked to restock the restroom and ensure its general cleanliness at the end of the event.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

Thorpe Park is a highly utilized regional park and is currently only serviced with portable restrooms.The new permanent restroom structure will provide for year-round restroom usage within the park grounds for the community.

Community Involvement:

None.

Expanded Options and Alternatives:

None.

Attachments:

CO-2023-27 Thorpe Park Restrooms
Exhibit A - Proposal -Quote
Floor Plan Drawing
Vicinity Map
Exhibit B - Agency Contract
Exhibit B - Approval Letter

COOPERATIVE PURCHASE CONTRACT
Contract No. CO-2023-27

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and The Public Restroom Company, a Nevada corporation ("Contractor").

RECITALS:

A. Contractor has Government Purchasing Cooperative Contract number (679-22) with BuyBoard Cooperative Purchasing to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

Thorpe Park Restroom Build and Installation

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

3. Payment: Payment to the Contractor for the materials and or services provided shall be **two hundred seventy-nine thousand four hundred eighty-two dollars and zero cents ($279,482), in addition to taxes and other charges**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents 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 shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

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

8. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Amy Hagin
Parks and Recreation Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
ahagin@flagstaffaz.gov
Phone: 928-213-2164

To Contractor:
Mike Earle
Reginal Sales Manager
The Public Restroom Company
2587 Business Parkway
Minden, NV 89423
mike@publicrestroomcompany.com
Phone: 888-888-2060 ext. 126
Fax: 888-888-1448

With a copy to:
Liane Garcia
Buyer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
lgarcia@flagstaffaz.gov

With a copy to:

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A
SCOPE OF WORK

1. Proposal for Thorpe Park Restroom (14 pages)

EXHIBIT B
AGENCY CONTRACT

1. Original RFP 679-22 (95 pages)
2. PRC Buyboard Approval Letter (1 page)

Preliminary Price Proposal: **Thorpe Park - City of Flagstaff, AZ**
Date: **August 3, 2022**
Reference: **11230-2/11/2022-0**
BuyBoard: **679-22**

Our Offer to Sell:

1. **Restroom Building delivered to site @ $ 250,673**
   Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. **Installation: Turnkey Installation of the Building above @ $ 28,809 with retention allowed.**
   Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
   a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
   b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
   c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand that Owner/Contractor provided alongside the building pad and screed it level for final building placement. PRC will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
   d. Set the building on the site pad.
   e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. **Owner/General Contractor Final Tie In of Utilities and other site work:**
   a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
   b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
   c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. **Total Cost of building and installation @ $ 279,482**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:
Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:
Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:
PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: ***If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6' POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6' POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:
Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:
Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:
PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:
Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:
PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:
PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:
We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:
After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:
PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:
PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:
Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:
Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:
PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. **Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.**
6. **Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.**
7. **Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.**
8. **Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.**
9. **Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.**
10. **Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.**
11. **Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.**
12. **Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.**
13. **Backflow certification if applicable by Owner/ General Contractor.**

Insurance and Prevailing Wage Certification:
PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:
As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a $1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:
Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to $2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY
All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:
This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:
In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to

cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination
Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:
Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____
Charles E. Kaufman IV, President

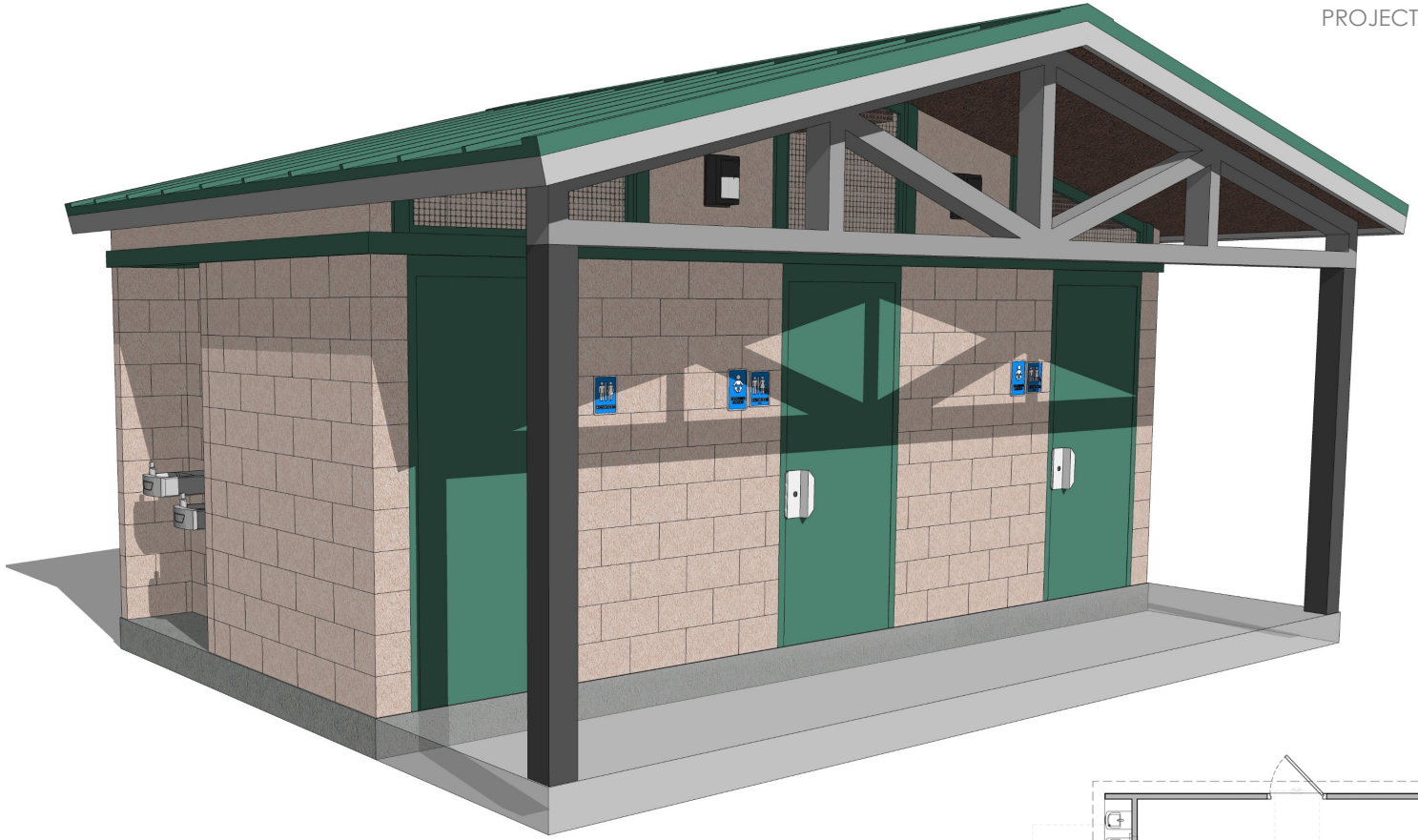
This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

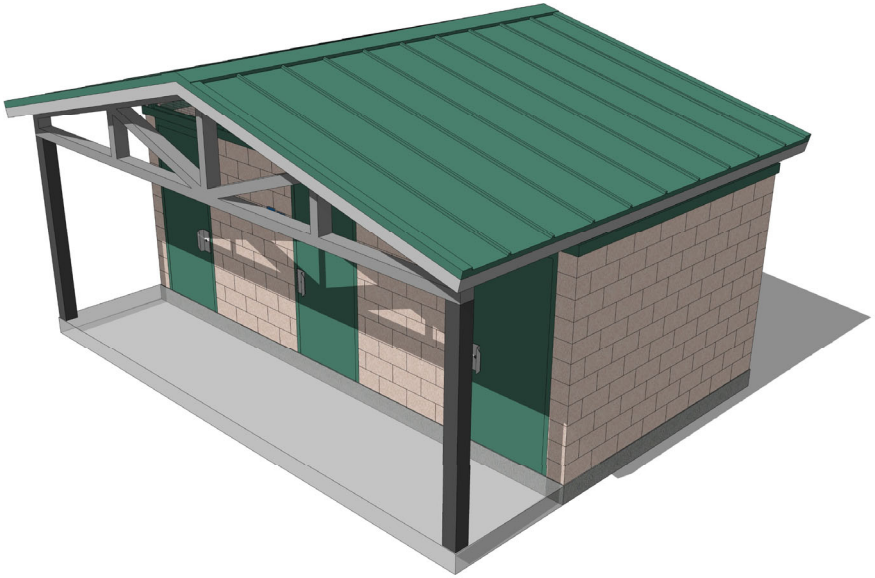
Accepted by:

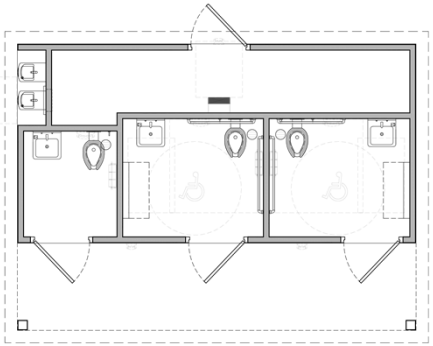
_____ _____
Authorized Signature **Date Signed**

_____ _____
Printed Name **Legal Entity Name and Address**

PROJECT REF#: 11230-2/11/2022-0







FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING
FLAGSTAFF, ARIZONA

THORPE PARK

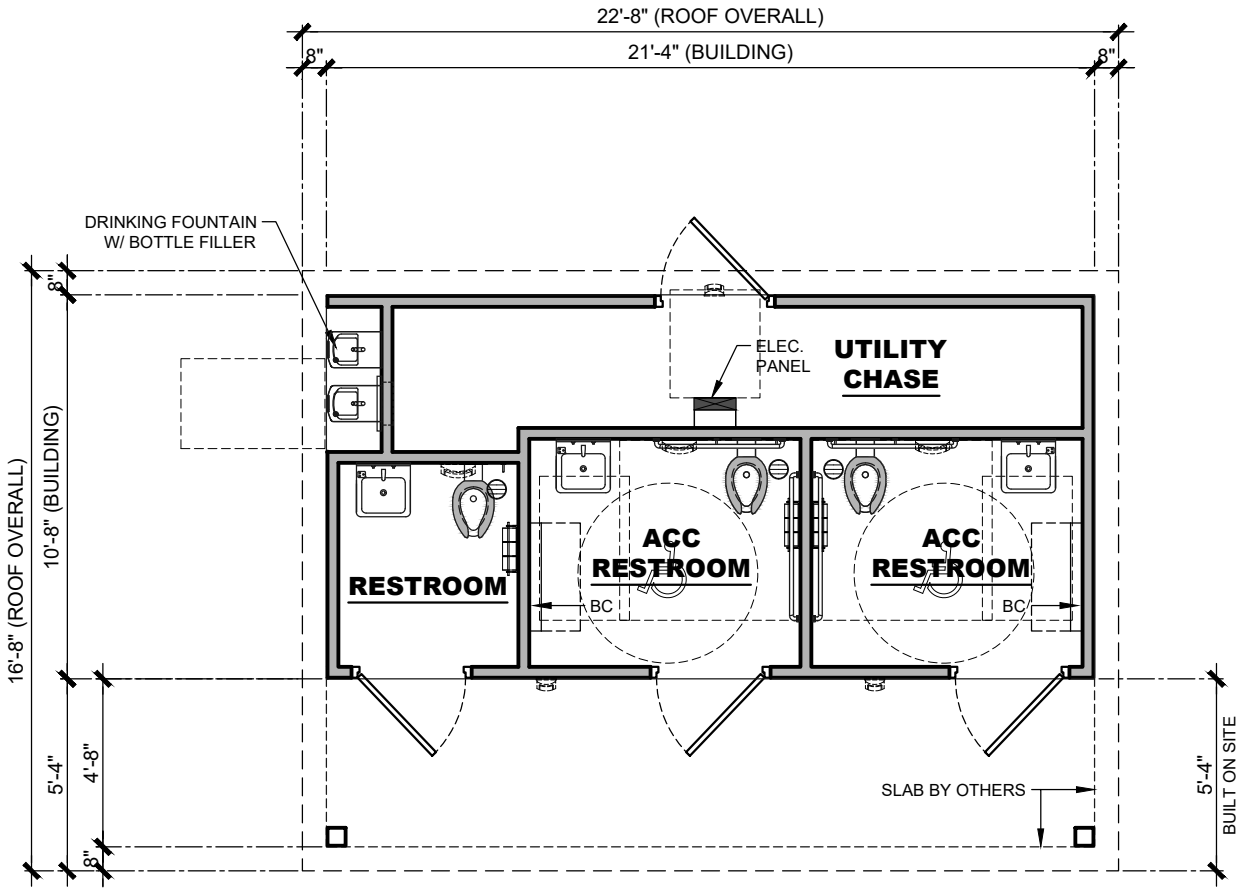
ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

COPYRIGHT 2021, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448

PROJECT REF#: *11230-2/11/2022-0*



2
-

1
-

FLOOR PLAN

SCALE: 3/16"=1'0"

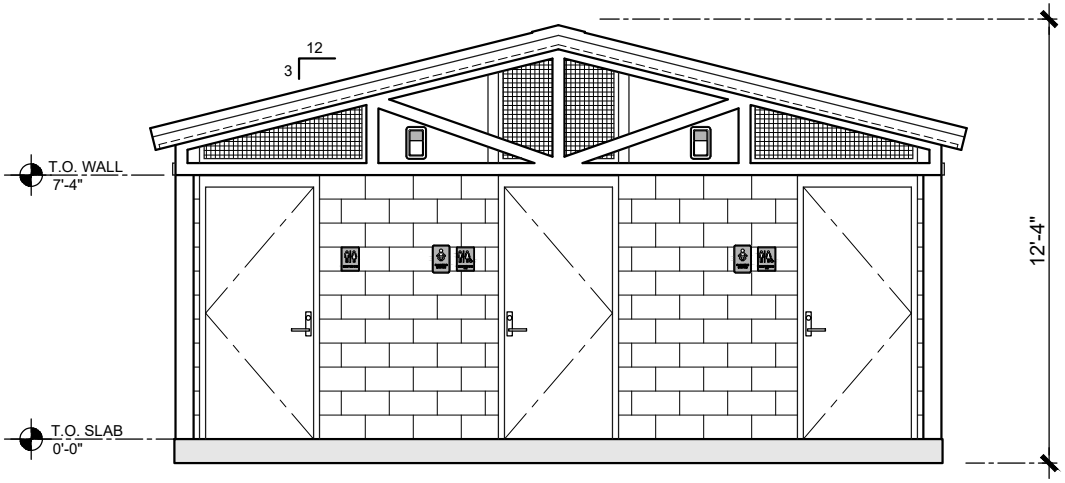
PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

COPYRIGHT 2022, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

BUILDING TYPE:	**RESTROOM BUILDING**	**REVISION #**	**REVISION DATE:** -	SHEET#
		-	DRAWN BY: -	**A-1**
PROJECT:	**THORPE PARK** **FLAGSTAFF, AZ**	**PROJECT #:**	**START DATE:** 2/11/2022	MAX. PERSON / HOUR:
		11230	DRAWN BY: EOR	**135 S**

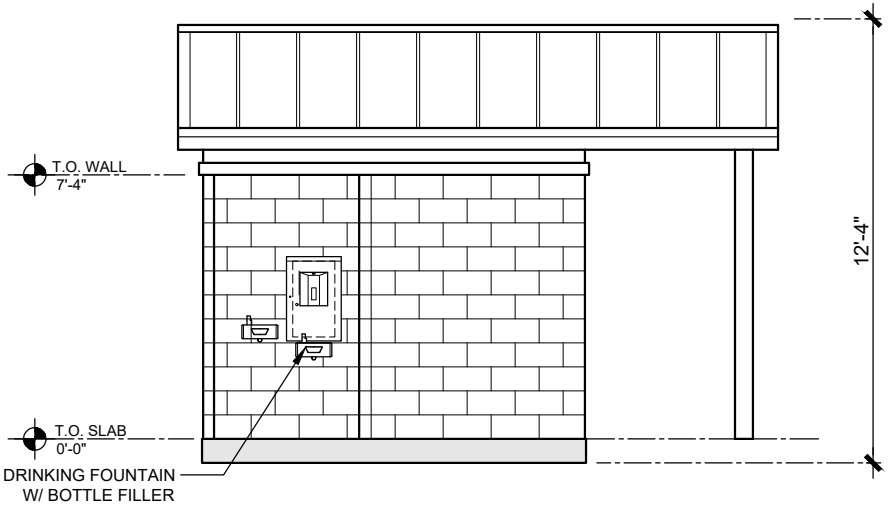
Ph: 888-888-2060 | Fax: 888-888-1448

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE



ELEVATION 1

SCALE: 3/16"=1'-0"



ELEVATION 2

SCALE: 3/16"=1'-0"

PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

COPYRIGHT 2022, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

BUILDING TYPE: **RESTROOM BUILDING**

PROJECT: **THORPE PARK**
FLAGSTAFF, AZ

REVISION #	REVISION DATE:	SHEET#
-	-	A-2
	DRAWN BY: -	
PROJECT #: 11230	START DATE: 2/11/2022	MAX. PERSON / HOUR: 135 S
	DRAWN BY: EOR	

Ph: 888-888-2060 | Fax: 888-888-1448

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

SPECIFICATIONS

Project #:	11230	Date:	7/26/2022
Project Name:	Thorpe Park	Bldg Size:	See Drawings
Site Address:	191 N. Thorpe Road	Type of Bldg:	PS-033-CE-DF
City, State, Zip:	Flagstaff, AZ 86001		Restroom

TYPE OF BUILDING

Construction Type

MVR WOOD	Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]

FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Light Broom Finish Concrete Pad
Entire Building	Floor Coating with Skid Resistant Additive
Footings/Foundation	Provide Steel Angle Tie Downs

WALL SYSTEM

BUILDING WALLS HEIGHT

Building Walls Height	7'4"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Precision Exterior 4" CMU	Precision Gray	All

CAP BEAM

Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Paint over block filler	To Cap Beam
Stucco -Above- Cap Beam	Painted Stucco Finish Applied Over Framed Walls w/ Smooth FRC	Above Cap Beam
Alcove	Precision CMU Painted	To Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restroom	Block Filler & Epoxy Paint	To 1st Block Course
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION	
Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 12" Striations W/Ice & Water	
Entire Building Ceiling	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB	
Insulation	Insulate, But Not To Code	R Value:
Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)	
Porch Truss	Metal Truss and Posts	No Gusset Plates
Vents SS Wire Mesh	Stainless Steel Wire Mesh - Provide Lexan Cover for Vents	

DOORS - HARDWARE

ITEM	DESCRIPTION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuos Hinge
Deadbolt	SCHLAGE B600 series temporary large format core (std)

ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	Restroom
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	All
Door Sweeps	Pemko Door Sweep 321SSN36"	All
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
4-roll Toilet Paper Holders	Royce Rolls TP-4	Stainless Steel
Baby Changing Station	Foundations Horizontal #5410339	Stainless Steel
Surface Mount SS	Foundations Special Needs Changing Station # 100SSE-SM (ADULT)	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel

ITEM	MANUFACTURER/DESCRIPTION
Utility Hook (Standard)	Utility Hook, Bright Finish, Bobrick # B-670-PRC or Franklin Brass 5501 for Blazer
Soap Dispenser	PRC Proprietary Tank
W/Thru Wall Valve	Thru Wall Valve ASI #353

PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Drinking Fountain	(Murdock) Acorn GS Series, Wall Mount Drinking Fountain, # GSE64-FG-316SS- Dual
Bottle Filler	Acorn BF3 Series, Type 316 SS Bottle Filler, # A0000000-BF3-316SS
Lever (Std) - Toilet Flush Valve	Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-7L-BG
Sensor Faucets	Zurn Sensor Faucet # Z6913-XL-CWB Aquasense
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION	
Water Heater	Stiebel DHC-E3	1 lavatory
Water Heater	Stiebel DHC-E8	1-2 lavatories
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12	
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve	
Water Line Material	Copper (Std)	
Bladder Tank	ProFlo PFXT5, (PRC)/ Amtrol 2 gal (Blazer) - no elect required	
Hose Bibb- Interior	Acorn #8121-LF - in the Chase	
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose	

ELECTRICAL

ITEM	DESCRIPTION	
Electrical Panel	200 amp Single Phase - 120/240 v	24 Circuits
Breakers	Plug on (QOD)	

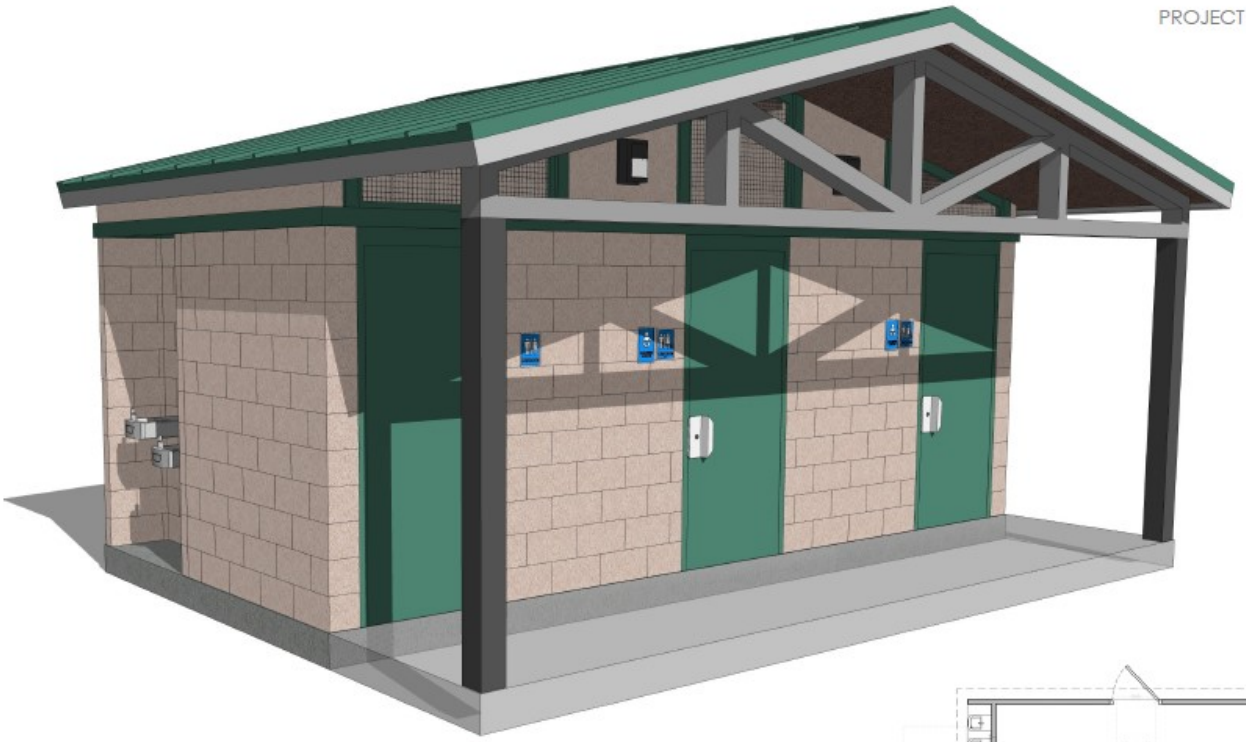
LIGHTING

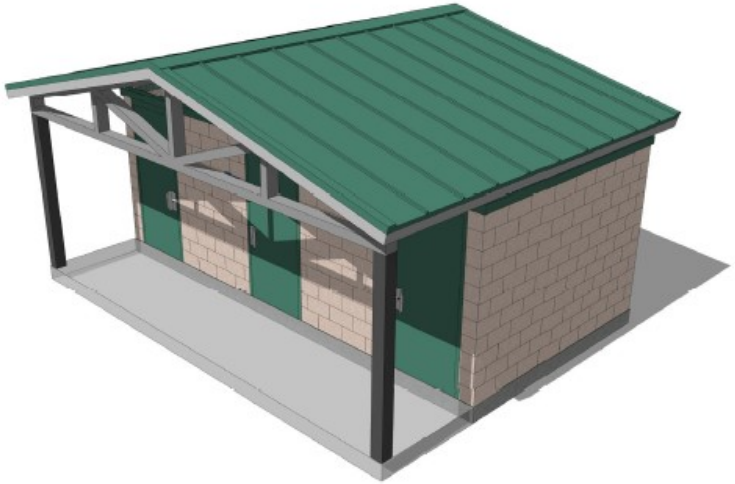
ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior-	Light Fixture Integraded Occupancy Sensor (OCC)	
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	25 Watts
Lighting Control -Exterior-	Photo Cell Intermatic Photo Control #EK4336S	
Exterior Lights	W) Luminaire, AEL-12 (Dark Sky Compliant) 20" long	10 Watts
Chase Lights	C) Green AL-42L (large Chase)Waterproof	36 Watts

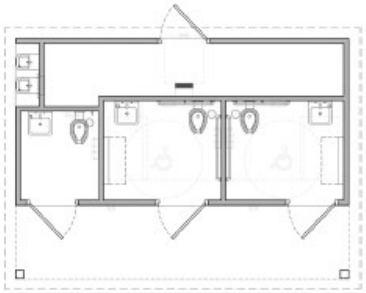
RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS

ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI	Chase
Switches	Single Pole (Any Other Location)	Chase
Switches By Pass	By Pass (To By Pass OCC Sensors)	Chase
Floor Heater	Hydronic floor system - Zone 1	
Fan	Broan Model # L100MG 120 VAC with 6" Round Duct Connector #1106466	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	

PROJECT REF#: 11230-2/11/2022-0







FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING
FLAGSTAFF, ARIZONA

THORPE PARK

ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

COPYRIGHT 2021, PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.

PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠

www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



Vicinity of Thorpe Park Restroom

0 0.01 0.01 0.03 0.04 0.06

mi

City of Flagstaff maps and data are updated on a regular basis from data obtained from various sources. The City of Flagstaff endeavors to provide accurate information, but accuracy is not guaranteed. You are strongly encouraged to obtain any information you need for a business or legal transaction from a surveyor, engineer, title company, or other licensed professional as appropriate. Information is provided subject to the express condition that you knowingly waive any and all claims for damages against the City of Flagstaff relating to use of this information.

8/23/2022 7:45 AM

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ buyboard.com

Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 679-22 for Parks and Recreation Equipment, Products, and Installation Services must be received on or before 4:00 PM April 28, 2022,** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: TASB Asst. Division Director, Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
E-Mail: bids@buyboard.com

PROPOSAL INVITATION NO. 679-22
TABLE OF CONTENTS

NOTICE AND INSTRUCTIONS	**Page**
Notice of Proposal Invitation	1
Instructions to Proposers	4
GENERAL INFORMATION	
General Information	7
PROPOSAL FORMS	
Proposer's Acceptance and Agreement	10
PROPOSAL FORMS PART 1: COMPLIANCE FORMS	
Proposal Acknowledgements	11
Felony Conviction Disclosure	12
Resident/Nonresident Certification	13
Debarment Certification	13
Vendor Employment Certification	13
No Boycott Verification	14
No Excluded Nation or Foreign Terrorist Organization Certification	15
Historically Underutilized Business Certification	15
Acknowledgement of BuyBoard Technical Requirements	15
Construction-Related Goods and Services Affirmation	16
Deviation and Compliance	17
Vendor Consent for Name Brand Use	18
Confidential/Proprietary Information	19
EDGAR Vendor Certification	21
Compliance Forms Signature Page	25
PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS	
Vendor Business Name	26
Vendor Contact Information	27
Federal and State/Purchasing Cooperative Experience	27
Governmental References	28
Company Profile	28
Texas Regional Service Designation	29
State Service Designation	30

National Purchasing Cooperative Vendor Award Agreement 31
Local/Authorized Seller Listings 33
Manufacturer Dealer Designation 34
Proposal Invitation Questionnaire 35
Vendor Request to Self-Report BuyBoard Purchases 39
Proposal Specification Summary 40
Required Forms Checklist 42

GENERAL TERMS AND CONDITIONS

General Terms and Conditions 43

APPENDICES

Appendix I: BuyBoard Technical Requirements 71
Appendix II: Additional Terms and Conditions for BuyBoard Self-Reporting 74

INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.

- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.

- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.

- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.

- The page will open to the list of "Available Bids."

- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.

- ***Review and follow all instructions on the webpage.***

- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **PROPOSAL SPECIFICATIONS –** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**

- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD*. **Paper copies will NOT be accepted**.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

GENERAL INFORMATION

Proposal Invitation No. 679-22 - Parks and Recreation Equipment, Products, and Installation Services

Please make sure that you have reviewed and completed all sections of this Proposal Invitation.

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**
7. **Additional Terms and Conditions for BuyBoard Self-Reporting**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Parks and Recreation Equipment, Products, and Installation Services that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and a not-to-exceed hourly labor rate for installation and repair of parks and recreation supplies, materials and equipment. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from October 1, 2022, through September 30, 2023, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $217,460,215; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative Administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

An awarded vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this proposal invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or

services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at https://www.buyboard.com/Vendor/Resources.aspx.

An awarded Vendor that sells construction-related goods or services to a Cooperative member under a Contract awarded pursuant to this Proposal Invitation must provide the Cooperative member with a copy of the Advisory before executing a Member Construction Contract (as defined in the General Terms and Conditions associated with this Proposal Invitation) or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first. By the Construction Related Goods and Services Affirmation form in the Proposal Forms, Proposer agrees that, if awarded a Contract, Proposer will comply with this and other Advisory requirements in connection with the sale of construction-related goods or services to Cooperative members under the Contract award.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance/EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Parks and Recreation Equipment, Products, and Installation Services

Proposal Due Date/Opening Date and Time:
April 28, 2022, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 679-22

Anticipated Cooperative Board Meeting Date:
August 2022

Contract Term: October 1, 2022, through September 30, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company	Date
Street Address	Signature of Authorized Company Official
City, State, Zip	Printed Name of Authorized Company Official
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
City	State	Zip Code	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No **Initial: _____**

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: _____

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial: _____**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

_____

_____

_____

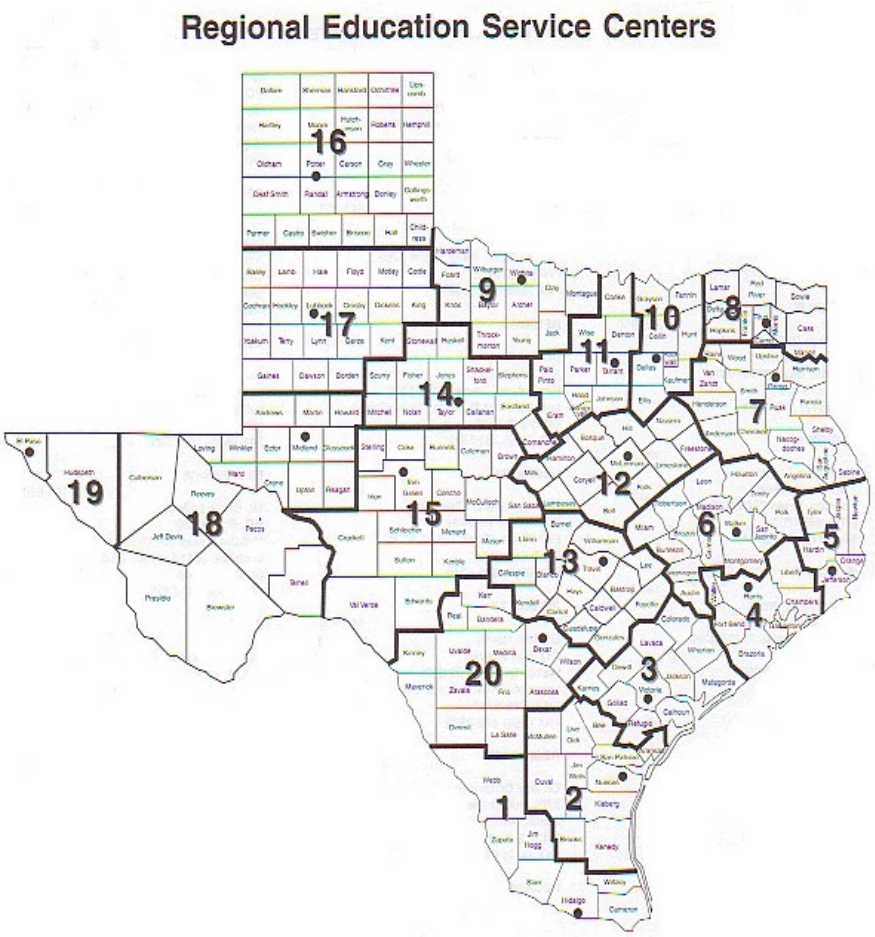
COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

_____	_____
Name of Vendor	Proposal Invitation Number
_____	_____
Signature of Authorized Company Official	Printed Name of Authorized Company Official

_____
Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

_____

_____

_____

_____

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

_____

_____

_____

_____

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

_____

_____

_____

_____

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

_____

_____

_____

_____

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Park Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
2. Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment.**
3. Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).
4. Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**
5. Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products.**
6. Discount (%) off catalog/pricelist for **Park and Playground Bikes.**
7. Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations.**
8. Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**
9. Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories.**
10. Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories.**
11. Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment).
12. Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**
13. Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories.**
14. Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).
15. Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics).
17. Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members).
18. Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Section II: Repair/Replacement Parts

19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32**.

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Section III: Installation and Repair Service for Park and Playground Equipment and Products -

20. **Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products** – Not to Exceed labor rate for Installation/Repair Service of Equipment and Products.
21. Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).
22. **Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
23. **Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
24. **Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
25. **Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
26. **Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
27. **Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
28. **Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
29. **Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
30. **Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
31. **Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
32. **Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products** - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response)* **and Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded by the Cooperative under this Proposal Invitation any related Cooperative member Purchase Order or construction contract as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" or **"BuyBoard Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative;
(d) Purchase Order between a Cooperative member and Vendor; and
(e) Member Construction Contract. (A Purchase Order and/or Member Construction Contract between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order and Member Construction Contract terms shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative Administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Member Construction Contract" means any and all additional written terms, conditions, or instructions, related to construction or construction-related goods or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

1) Conditions and specifications required by the Cooperative member;
2) Drawings or project plans produced by the Cooperative member; and
3) Change orders or change directives.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

4. Construction and Construction-Related Goods or Services

This Proposal Invitation may include construction or construction-related goods or services, such as the installation of equipment, limited site preparation work, or alterations to existing buildings or facilities, which collectively are referred to in these Terms and Conditions as "construction-related services." It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for construction-related services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring construction-related services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Construction Contract with additional terms that are specific to the Cooperative member's procurement or project. For example, a Cooperative member's architect and/or engineer (selected outside of a BuyBoard Contract) may prepare plans and technical specifications for tasks included in the construction-related services. Additionally, a Cooperative member may require compliance with legal requirements applicable to construction-related services, including certain bonding requirements and prevailing wage requirements. The Member Construction Contract terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).

Note: As specified in section B.10 (Certain Professional Services Excluded) of these Terms and Conditions, a Contract awarded under this Proposal Invitation does not include architecture, engineering or other services that must be procured in accordance with the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), and therefore a Member Construction Contract entered into with a Vendor pursuant to the BuyBoard Contract may not include such services. To the extent that an Awarded Item includes a construction component that requires architecture or engineering services, a Cooperative member must procure such services outside the BuyBoard Contract through a separate procurement process.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a**

contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded, except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.) If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for Member Construction Contracts and ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify

the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order or Member Construction Contract thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Construction Contract thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Construction Contract thereunder);

2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

3) on completion of the Contract (including any Purchase Order or Member Construction Contract thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information.

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor

considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal

Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;

6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract, Purchase Order, or Member Construction Contract and subsequently attempting to increase such proposed pricing citing market pricing;
8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides

best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order and/or Member Construction Contract, as defined in section A.3 (Definitions) and further described in section A.4 (Construction and Construction-Related Goods and Services), for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members and Member Construction Contracts entered into pursuant to this Contract during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Member Construction Contracts and Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating Member Construction Contracts or other additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;

(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any Member Construction Contract or other ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any Member Construction Contract or ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any Member Construction Contract or ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any Member Construction Contract or ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any Member Construction Contract or ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order and/or Member Construction Contract issued during the Contract term and afterwards with respect to any Purchase Order and/or Member Construction Contract or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders and/or Member Construction Contracts.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order or Member Construction Contract, as applicable, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;

(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative Administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

(d) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(e) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(f) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery
Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such

charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or provided in the Purchase Order or Member Construction Contract, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order and/or Member Construction Contract null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications, these Terms and Conditions, and/or any Member Construction Contract, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

(a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order, Member

Construction Contract, or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the

responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders and Member Construction Contracts prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available

on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative Administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract, Purchase Order, or Member Construction Contract.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract, a Purchase Order, or a member Construction Contract, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract, Purchase Order, or Member Construction Contract, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member

harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract;
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure); or
13) Failing to provide a Cooperative member with a copy of the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members before executing a Member Construction with the member or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or Member Construction Contract or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, Member Construction Contract, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or Member Construction Contract caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.

If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause
Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition
If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative
The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures
Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

12. Right of Setoff
Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

APPENDIX I
BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

Technical Requirements and Instructions for Vendor Logo Files

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

Preferred:
- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

Other acceptable formats:
- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

Technical Requirements and Instructions for Vendor Product Details

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR**	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination
DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

APPENDIX II
ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.

2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at contractadmin@buyboard.com no later than the 10th day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:

    i. BuyBoard member name;
    ii. Purchase Order amount;
    iii. Purchase Order number;
    iv. Date Purchase Order submitted to vendor;
    v. Date purchase executed / completed / delivered;
    vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
    vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
    viii. Final purchase amount total (as invoiced to BuyBoard member);
    ix. Invoice Date.

3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.

4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.

7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.

8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.

9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of Publication

TEXAS ASSOC OF SCHOO L BOARDS
12007 RESEARCH BLVD

AUSTIN, TX 78759

STATE OF WISCONSIN)
))
COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reprter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

TEXAS ASSOC OF SCHOO L BOARDS

On the following issue(s) dated to wit:

01/19/2022, 01/26/2022

Legal Notice Clerk

On this January 26, 2022, I certify that the attached document is a true and exact copy made by the publisher.:

Notary Public, State of Wisconsin, County of Brown

1-7-25

My Commission Expires

Publication Cost: $850.84
Ad No: 0005089747
Customer No: 1225040
PO #: 5089747
# of Affidavits 1
This is not an invoice

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations

will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

AFFP

Texas Association of School Bo

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Jaime Pipkin, being duly sworn, says:

That she is Multi-Media Account Executive of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following

January 19, 2022, January 26, 2022

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Multi-Media Account Executive

Subscribed to and sworn to me this 26th day of January 2022.

Kimberly Dawn Megrew, Notary Public, Potter County, Texas

My commission expires: January 09, 2023

Kimberly Dawn Megrew
My Commission Expires
01/09/2023
ID No. 131847518

00008868 16119069

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Legal Notices

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027
682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

to 9/30/2025
677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027
682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT

I Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

Date: January 19, 26, 2022

Acct: 40021292-Texas Asso. Of School Boards

Ticket: 30202702-Request For Proposals

Sally Rodriguez
SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 01st day of February 2022

NOTARY PUBLIC
SYLVIA A. GONZALEZ
My Notary ID # 126798688

Texas Association of School Boards

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
675-22	General Disaster Recovery and Restoration Services	3/17/2022 4:00PM	10/1/2022	9/30/2025
676-22	Sewer Inspection and Cleaning Products	3/24/2022 4:00PM	10/1/2022	9/30/2025
677-22	Parks and Sports Field Lighting Products and Installation Services	4/7/2022t 4:00PM	10/1/2022	9/30/2025
678-22	Scoreboards, Signage and Digital Display Products and Installation Services	4/21/2022 4:00PM	10/1/2022	9/30/2025
679-22	Parks and Recreation Equipment, Products and Installation Services	4/28/2022 4:00 PM	10/1/2022	9/30/2025
680-22	Farm, Livestock and Ranch Equipment and Products	5/5/2022 4:00 PM	10/1/2022	9/30/2025
681-22	Job Order Contracting for Energy Conservation and Efficiency	5/19/2022 4:00 PM	10/1/2022	9/30/2027
682-22	Commercial Washers and Dryers	5/26/2022 4:00 PM	12/1/2022	11/30/2025
683-22	Food Service Equipment, Supplies and Appliances	6/9/2022 4:00 PM	12/1/2022	11/30/2025
684-22	Ditching, Trenching, Debris/Scrap and Other Utility Equipment	6/16/2022 4:00 PM	12/1/2022	11/30/2025
685-22	Construction, Road and Bridge, and Other Related Equipment	6/23/2022 4:00 PM	12/1/2022	11/30/2025
686-22	Refuse and Recycle Bodies, Containers and Other Transport Bodies	6/30/2022 4:00 PM	12/1/2022	11/30/2025
687-22	Trailers, Optional Equipment, Parts and Maintenance Repair Service	7/14/2022 4:00 PM	12/1/2022	11/30/2025
688-22	Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service	8/18/2022 4:00 PM	12/1/2022	11/30/2025
689-22	Vehicles, Police Motorcycles, Parts and Maintenance Repair Service	8/18/2022 4:00 PM	12/1/2022	11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Texas Association of School Boards

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
675-22	General Disaster Recovery and Restoration Services	3/17/2022 4:00PM	10/1/2022	9/30/2025
676-22	Sewer Inspection and Cleaning Products	3/24/2022 4:00PM	10/1/2022	9/30/2025
677-22	Parks and Sports Field Lighting Products and Installation Services	4/7/2022t 4:00PM	10/1/2022	9/30/2025
678-22	Scoreboards, Signage and Digital Display Products and Installation Services	4/21/2022 4:00PM	10/1/2022	9/30/2025
679-22	Parks and Recreation Equipment, Products and Installation Services	4/28/2022 4:00 PM	10/1/2022	9/30/2025
680-22	Farm, Livestock and Ranch Equipment and Products	5/5/2022 4:00 PM	10/1/2022	9/30/2025
681-22	Job Order Contracting for Energy Conservation and Efficiency	5/19/2022 4:00 PM	10/1/2022	9/30/2027
682-22	Commercial Washers and Dryers	5/26/2022 4:00 PM	12/1/2022	11/30/2025
683-22	Food Service Equipment, Supplies and Appliances	6/9/2022 4:00 PM	12/1/2022	11/30/2025
684-22	Ditching, Trenching, Debris/Scrap and Other Utility Equipment	6/16/2022 4:00 PM	12/1/2022	11/30/2025
685-22	Construction, Road and Bridge, and Other Related Equipment	6/23/2022 4:00 PM	12/1/2022	11/30/2025
686-22	Refuse and Recycle Bodies, Containers and Other Transport Bodies	6/30/2022 4:00 PM	12/1/2022	11/30/2025
687-22	Trailers, Optional Equipment, Parts and Maintenance Repair Service	7/14/2022 4:00 PM	12/1/2022	11/30/2025
688-22	Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service	8/18/2022 4:00 PM	12/1/2022	11/30/2025
689-22	Vehicles, Police Motorcycles, Parts and Maintenance Repair Service	8/18/2022 4:00 PM	12/1/2022	11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Mert Tezkol, advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

TEXAS ASSN OF SCHOOL BOARDS AD# *1815162*
was published in The Dallas Morning News

DATE PUBLISHED
January 19, 2022
January 26, 2022



Mert Tezkol

January 26, 2022

Rebecca E Tezkol

(Notary Public)

Ad Content

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

El Paso Times
PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0005089352

This is not an invoice

TEXAS ASSOCIATION OF SCHOOL BO
12007 RESEARCH BLVD

AUSTIN, TX 78759-2429

I, being duly sworn say: **El Paso Times**, a daily newspaper of general circulation published in the City and County El Paso, State of Texas, which is a newspaper of general circulation and which has been continuously and regularly published for the period of not less than one year in the said County of El Paso, and that he/she was upon the dates herein mentioned in the EL PASO TIMES.

That the LEGAL copy was published in the EL PASO TIMES for the date(s) of such follows DAY(s) to wit

01/19/2022, 01/26/2022

Legal Clerk

Subscribed and sworn before me this January 26, 2022:

State of WI, County of Brown
NOTARY PUBLIC

1-7-25
My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Texas Association of School Boards
Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.
#5089352, El Paso Times, Jan. 19, 26, 2022

Ad # 0005089352
PO #:
# of Affidavits1

This is not an invoice

HC MEDIA GROUP
HEARST corporation

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL 0034175946 HOUC004513224
RAN A LEGAL NOTICE
SIZE BEING: 3 x58 L

Product	Date	Class	Page
HOU Chronicle	Jan 19 2022	Bids and Proposals	B 4
HOU Chronicle	Jan 26 2022	Bids and Proposals	B 5

Victoria Bond & IR Clerk
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 26th Day of January A.D. 2022

NOTARY PUBLIC STATE OF TEXAS
ERIKA ACEVEDO
128948353
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 16, 2024

Erika Acevedo
Notary Public in and for the State of Texas

ERIKA ACEVEDO
128016353
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAY 19, 2024

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

AFFP
Texas Association of School Bo

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Affidavit of Publication

State of Wisconsin
County of Brown

I, said Legal Clerk, being duly sworn, says:

That I am the Legal Clerk of the Avalanche-Journal, a daily newspaper of general circulation, printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 19, 2022, January 26, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

linda tutt

Legal Clerk

Subscribed to and sworn to me this 26th day of January 2022.

Amy Kokott

Notary Public, State of Wisconsin, County of Brown

My commission expires: 6/30/2025

00008868 16113066

AMY KOKOTT
Notary Public
State of Wisconsin

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027
682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

STATE OF OKLAHOMA, } SS.
COUNTY OF OKLAHOMA

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

TEXAS ASSOCIATION OF SCHOOL BOARDS
84453

AdNumber	Publication	Page	Date
0000683328-01	OC- The Oklahoman	B11	02/02/2022
0000683328-01	OC- The Oklahoman	B14	02/09/2022

Agent: Bryan Miller Date: 02/09/2022

Subscribed and sworn to be me before this date : 02/09/2022

Notary: Terri Roberts Date: 02/09/2022

TERRI ROBERTS NOTARY # 20014726 EXP. 12/04/24 PUBLIC STATE OF OKLAHOMA

The Oregonian OREGONLIVE.COM
OREGONIAN MEDIA GROUP

The Oregonian
LEGAL AFFIDAVIT

AD#: 0010218716

State of Oregon,) ss
County of Multnomah)

Kate O'Neill being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that The Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Oregonian 01/19, 01/26/2022

Kate O'Neill

Principal Clerk of the Publisher

OFFICIAL STAMP
KIMBERLEE WRIGHT O'NEILL
NOTARY PUBLIC-OREGON
COMMISSION NO. 979329
MY COMMISSION EXPIRES SEPTEMBER 24, 2022

Sworn to and subscribed before me this 31th day of January 2022

Kimberlee Wright O'Neill

Notary Public

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025
681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027
682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025
689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Standard-Times
PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
P O BOX 400

AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **January 26, 2022**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton**. The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues there of the issue(s) dated as follows:

01/19/2022, 01/26/2022

Subscribed and sworn to before me on January 26, 2022

Legal Clerk

Notary Public, State of WI, County of Brown

8-25-23
My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Publication Cost: $1,145.62
Ad No: 0005090315
Customer No: 1244504
PO #:
# of Affidavits 1

This is not an invoice

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendorbuyboard.com The

Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34175867	SAE Express-News	01/19/22
			SAE Express-News	01/26/22

Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 27th **day of** Jan. **A.D.** 2022

Notary public in and for the State of Texas

MARK RAYMOND PORTER
Notary Public, State of Texas
Comm. Expires 10-27-2025
Notary ID 133416864

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

675-22, General Disaster Recovery and Restoration Services, 3/17/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

676-22, Sewer Inspection and Cleaning Products, 3/24/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

680-22, Farm, Livestock and Ranch Equipment and Products, 5/5/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 5/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

682-22, Commercial Washers and Dryers, 5/26/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

683-22, Food Service Equipment, Supplies and Appliances, 6/9/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

684-22, Ditching, Trenching, Debris/Scrap and Other Utility Equipment, 6/16/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

685-22, Construction, Road and Bridge, and Other Related Equipment, 6/23/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

686-22, Refuse and Recycle Bodies, Containers and Other Transport Bodies, 6/30/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

687-22, Trailers, Optional Equipment, Parts and Maintenance Repair Service, 7/14/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

688-22, Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

689-22, Vehicles, Police Motorcycles, Parts and Maintenance Repair Service, 8/18/2022 at 4:00 PM, 12/1/2022 to 11/30/2025

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

August 4, 2022

Sent Via Email: katie@publicrestroomcompany.com

Katie Sherin
Public Restroom Co.
2587 Business Parkway
Minden, NV 89423

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/01/2022 through 9/30/2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 679-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by TASB TASA TML TEXAS MUNICIPAL LEAGUE TASBO

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Mac McNamara, Capital Improvements Project Manager

Co-Submitter: Jeff Bauman

Co-Submitter: Jeff Bauman

Date: 09/27/2022

Meeting Date: 10/04/2022

TITLE:

Consideration and Approval of Contract: Engineering Professional Services Contract with Carollo Engineers, Inc. in the total amount of $1,890,481, for the Wildcat Hill Water Reclamation Plant Digester Complex Design and Bid Phase Services.

STAFF RECOMMENDED ACTION:

1. Approve the Engineering Professional Services Contract with Carollo Engineers, Inc. in the total amount of $1,890,481, which includes a $155,000 Contract Allowance, with a contract period of 16 months; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

- The recommended award of the Engineering Professional Services Contract (the Contract) to Carollo Engineers, Inc. (Carollo) will authorize an agreement for the engineering services to develop and deliver the design of the Wildcat Hill Water Reclamation Plant (WHWRP) Digester Complex Design Project (the Project).
- Carollo was selected through a Qualifications Based selection process.
- The Design of the Project is anticipated to be completed in the Fall of 2023.
- Pending approval of a separate construction contract by Council, construction is anticipated to begin in the Spring of 2024 with completion anticipated in the Fall of 2025.
- The Project is located at WHWRP and consist of the planning and design of one (1) new conventional mesophilic anaerobic digester (CMAD), a new central Digester Control Building, and supporting facilities and appurtenances (for pumping, heating, and mixing) to address the City's needs for additional solids treatment and stabilization capacity. Provisions for connections to the existing thickening process (thickened sludge pumps) and grease systems will be included. Provisions for PONDUS thermal hydrolysis process (THP) will be evaluated and may be included. The Project will also include select rehabilitation and replacement of assets associated with the existing digestion system at WHWRP.

Financial Impact:

The Project is funded by: Wildcat – New Digester #3 & #4 under Water Services' Wastewater fund from the FY 2022-2023 authorized budget of $1,750,000 and FY 2023-2024 appropriation of $3,943,894 (Acct #203-08-375-3411-0-4463).

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

The Project is funded by: Wildcat – New Digester #3 & #4 under Water Services' Wastewater fund from the FY 2022-2023 authorized budget of $1,750,000 and FY 2023-2024 appropriation of $3,943,894 (Acct #203-08-375-3411-0-4463).

Carbon Neutrality Plan

Not applicable

Regional Plan

Goal WR.2. Manage a coordinated system of water, wastewater, and reclaimed water utility service facilities and resources at the City level and identify funding to pay for new resources.

- 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.2.2. Maintain and develop facilities to provide reliable, safe, and cost-effective water, wastewater, and reclaimed water services.

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas of the City to provide an efficient delivery of services.

- Policy WR.4.2. Maintain, at the City level, a financially stable utility to provide reliable, high quality utility services.

Goal E.1. Increase energy efficiency

- Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Has There Been Previous Council Decision on This:

The City Council has previously approved the FY 2023 Capital Improvement 5-Year Plan and authorized the FY 2023 budget for this Project. This Project is also the initial phase of the City Council approved 2019 Biosolids Master Plan.

Options and Alternatives:

1. Approve the Engineering Professional Services Contract with Carollo Engineers, Inc.; or
2. Not approve the Engineering Professional Services Contract and direct staff to re-solicit the services. This is not the recommended option of staff.

Background/History:

Purchasing staff posted a Request for Statement of Qualifications (RSOQ) solicitation for engineering professional services to the City of Flagstaff's PlanetBids Website on June 13, 2021. On June 30, 2021, the City received six (6) Statements of Qualifications from Engineering Consultant Firms. A six-member Selection Committee consisting of City Staff and one outside Construction Consultant, reviewed and evaluated the statements. Based upon the numerical scoring of the SOQs, the Selection Committee identified the most qualified Firm to perform the engineering professional services for the Project and recommended commencing negotiations for a scope and fee proposal to be provided by Carollo. Final scores of all Firms are as followed:

Carollo	897
Brown and Caldwell	873
Black and Veatch	839
Hazen	831
HDR	826
WWE	798

Key Considerations:

The existing WHWRP digestion system lacks both redundancy and adequate capacity to stabilize the CITY's projected sludge production. Both existing digesters need to be in service to meet minimum hydraulic retention time (HRT) of 15 days for Class B biosolids stabilization, which is required for disposal at the WHWRP dedicated land disposal site (DLD). The result is limited to no operational flexibility with downtime for digester cleaning or proactive O&M efforts.

The Project will be delivered through the Design-Bid-Build project delivery method, with the award of a construction contract by Council, projected for Winter of 2024. The Project will also include select rehabilitation and replacement of assets associated with the existing digestion system at WHWRP.

This Project will be the initial phase for implementing the recommended biosolids management strategies from the approved Wastewater Biosolids Management Plan (BMP) (Carollo, 2019), including an ultimate digester complex configuration along with provisions for alignment with future mechanical dewatering and solar drying facilities.

Expanded Financial Considerations:

None.

Community Benefits and Considerations:

None.

Community Involvement:

None.

Expanded Options and Alternatives:

None.

Attachments: Professional Service Agreement
Exhibit A - Scope of Work
Exhibit A - Fee Schedule
Vicinity Map-WHWRP Digester Complex

Context Map-WHWRP Digester Complex

CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2023-28

The Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Carollo Engineers, Inc., an Arizona corporation ("Contractor").

WHEREAS, the City desires to receive and Contractor is able to provide professional services.

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

DESIGN CONSULTANT SERVICES
FOR
WILDCAT HILL WATER RECLAMATION PLANT
DIGESTER COMPLEX DESIGN AND BID SERVICES

and as more specifically described in the scope of work attached hereto as *Exhibit A.*

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in *Exhibit A.*

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B* are hereby incorporated by reference by reference and shall apply to performance of the Contract, except to the extent modified in *Exhibit A.*

4. Key Personnel/Subcontractors: Contractor's Key Personnel, Subcontractors (if any), and contact information are designated in *Exhibit A.* Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for the Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Mac McNamara, Capital Improvements Project Manager or his designee. All communications to the City shall be through the City Representative. The City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Procurement Officer.

6. 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 the Contract.

CONTRACT TERM

7. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed.

8. Renewal: The 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 designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

PAYMENT

9. Compensation: Contractor shall be paid not to exceed **one million eight hundred ninety thousand four hundred eighty-one dollars ($1,890,481.00), plus additional fees and taxes,** for satisfactory performance of the work identified in the Scope of Work attached as *Exhibit A.*

10. 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.

DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under the Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under the Contract, including any right to derivative use of the material.

12. Re-Use: City may use Contractor's work product without further compensation to Contractor; provided, however, that the City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at the City's sole risk and without liability to Contractor. Contractor shall not engage in any activities constituting a conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without the City's prior written consent.

13. Delivery of Document and Data: Upon termination of the Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to the City copies all of City's work product and any other documents and data accumulated by Contractor in performance of the Contract, whether complete or in process.

INSURANCE

14. Insurance: Contractor shall meet the Insurance Requirements set forth in *Exhibit C.*

MISCELLANEOUS

15. Notice: Any notice concerning the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Emily Markel
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
EMarkel@flagstaffaz.gov

Mac McNamara
Capital Improvements Project Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
MMcnamara@flagstaffaz.gov

To Contractor:

Brian Bernard, PE, MBA
Client Services Manager
Carollo Engineers, Inc.
4600 East Washington Street, Suite 500
Phoenix, AZ 85034
BBernard@carollo.com

16. 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 (ATTACHED)

1. WHWRP Digester Complex Design and Bid Services - Scope of Services
2. WHWRP Digester Complex Design and Bid Services – Engineering Services Fee Proposal

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated March 23, 2022)

*The term “Contractor” may substitute for the term “vendors,” “consultants,” or “firms,” depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff (“City”) and the contractor identified in the Contract (“Contractor”) may be referred to individually as “Party” or collectively as “Parties”.

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City’s inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER’S WARRANTIES:** Contractor shall deliver all Manufacturer’s Warranties to the City upon the City’s acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **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 had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **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, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. 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 the 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.

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. 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 the City.

23. 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 the City.

24. 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 the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. 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.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. ACCEPTANCE: If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. WARRANTY: Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The 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.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the 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 the Contract shall remain in full force and effect.

44. **NO WAIVER:** Both Parties have 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.

45. **ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the 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.

48. 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 whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. 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's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract 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

51. TERMINATION FOR DEFAULT: Prior to terminating the 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 to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the 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. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the 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 the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. 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 the 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.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the 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 in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. NOTICES: All notices given pursuant to the 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 days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). 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 the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: 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 proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated March 23, 2022)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

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 the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Where applicable, as related to the Scope of Work, 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

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1,000,000

e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The 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.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance 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, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies 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 Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or 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 Procurement Agent and shall reference the Contract Number.

8. 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 Contractor from potential insurer insolvency.

9. CERTIFICATES OF INSURANCE: Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the 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 Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. 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 the Contract. 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 the Contract.

11. MODIFICATIONS: Any modification or variation from the insurance requirements in the 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.

EXHIBIT A

CITY OF FLAGSTAFF WATER SERVICES DEPARTMENT

WILDCAT HILL WATER RECLAMATION PLANT (WHWRP) DIGESTER COMPLEX

DESIGN AND BID PHASE SERVICES

CITY PROJECT NO. 03-21005
FINAL SCOPE OF SERVICES

AUGUST 22, 2022

The following Scope of Services describes the professional services to be performed by Carollo Engineers, Inc. (hereinafter referred to as the "DESIGN CONSULTANT") associated with the City of Flagstaff Wildcat Hill Water Reclamation Plant (WHWRP) Digester Complex Design Services Project (hereinafter referred to as the "Project"), as approved and executed by the City of Flagstaff (hereinafter referred to as the "CITY").

This Scope of Services is specific to the Preliminary Design, Detailed Design, and Bid Phase Services associated with the Project.

PURPOSE

The purpose of this **EXHIBIT A** is to define the Project Understanding, Project Assumptions, Scope of Services, Time of Performance, and Payment terms for the Project.

PROJECT UNDERSTANDING

The existing WHWRP digestion system lacks both redundancy and adequate capacity to stabilize the CITY's projected sludge production. Both existing digesters need to be in service to meet minimum hydraulic retention time (HRT) of 15 days for Class B biosolids stabilization, which is required for disposal at the WHWRP dedicated land disposal site (DLD). The result is limited to no operational flexibility with downtime for digester cleaning or proactive O&M efforts.

The Project will be designed and constructed in parallel with the Rio de Flag Water Reclamation Plant (RDFWRP) Digester Project (by Others) and is anticipated to include planning, design, bidding and construction of one (1) new conventional mesophilic anaerobic digester (CMAD), a new central Digester Control Building, and supporting facilities and appurtenances (for pumping, heating, and mixing) to address the CITY's needs for additional solids treatment and stabilization capacity. Provisions for connections to the existing thickening process (thickened sludge pumps) and grease systems will be included. Provisions for PONDUS thermal hydrolysis process (THP) will be evaluated and may be included.

The Project will also include select rehabilitation and replacement of assets associated with the existing digestion system at WHWRP.

This Project will be the initial phase for implementing the recommended biosolids management strategies from the approved Wastewater Biosolids Management Plan (BMP) (Carollo, 2019), including an ultimate digester complex configuration along with provisions for alignment with future mechanical dewatering and solar drying facilities.

PROJECT ASSUMPTIONS

1. This project is for the Preliminary Design, Detailed Design, and Bid Phase Services associated with one (1) new digester for the new Digester Complex at the WHWRP and the rehabilitation design for the existing WHWRP digesters (*see Project Assumptions No. 4 below*). The first phase of the Digester Complex design also includes necessary appurtenances for a complete and functional operating facility.
2. Per the concepts defined in the 2019 Wastewater Biosolids Master Plan (BMP), the following "boundary conditions" are carried forward:
    - The new digester will be conventional mesophilic anaerobic digestion (CMAD) technology to reliably produce Class B biosolids.
    - The new digester will be heated with steam injection and designed with a foam handling system.
    - A preliminary load calculation will be performed on Service Entrance Sections SES-1 and SES-2. If adequate capacity is available, the existing digester complex and the new digester complex will be fed power from the existing SES's.
    - Thickened sludge will be delivered to the digesters via the existing sludge thickening systems. However, DESIGN CONSULTANT will evaluate the capacity of the existing thickening system and make recommendations for additional infrastructure, if required.
    - Design digester gas scrubbing and compression systems to deliver gas to the existing gas handling systems, which are assumed to have sufficient capacity. However, DESIGN CONSULTANT will evaluate anticipated gas production and gas quality, as well as overall gas management strategies.
    - An evaluation of a PONDUS sludge conditioning process includes mixing thickened waste activated sludge (TWAS) with caustic soda, heated in a loop with a high efficiency heat exchanger, fed into a new PONDUS THP system to go through hydrolysis and volume reduction, and the thickened primary sludge (PS) and hydrolyzed TWAS will be mixed and fed into the new digester. Should the PONDUS system be determined to be feasible and cost-effective for incorporation into this Project, the associated detailed design effort for incorporating the PONDUS system shall be handled through an allocated Allowance (per Task 8.3 herein).
3. All equipment and technology evaluations and recommendations will be conducted by the CITY and Others, as a part of the parallel RDFWRP Digester Project. All approved equipment/technology selections and costs will be supplied by the CITY and will be incorporated into this Project's design effort. Additional evaluation of equipment/technology, and/or additional time associated with equipment selection is not anticipated with this Scope of Services. If the CITY expresses the need for additional equipment or technology evaluation by DESIGN CONSULTANT, the additional effort will be handled under Supplemental Services accordingly.
4. A field condition assessment of the existing digesters, including preliminary evaluation of the digester lids, exterior walls, control room piping and pumping equipment, grease receiving station, solids thickening system, and the hot water boiler were performed as part of the 2019 Wastewater BMP. The recommendations for improvements from the BMP form the basis of the design of the rehabilitation of the existing digesters (and supporting equipment) included as part of this Project. A summary of the rehabilitation recommendations will be submitted to the CITY and compiled for the design of the existing digester rehabilitation

under this Project. The existing digester rehabilitation will occur once the new digester comes online, and the existing digesters can be taken offline (one at a time).

5. The WHWRP Digester Complex Project will not increase the current rated liquids treatment capacity of the WHWRP; however, the solids loading projections will be updated to current flow and load data. New population, flow and load projections will not be developed.
6. Project is anticipated to be procured using the Design-Bid-Build (DBB) project delivery method.
7. All project deliverables will be electronic, unless otherwise required for Agency Review Submittals.
8. Detailed Design and Bid Phase Services are targeted to be completed in February 2024, based on an anticipated 16-month design and bidding schedule and October 2022 Notice-to-Proceed (NTP) date.
9. Subsequent Construction Administration and Inspection, Testing Phase Services, Start-up and Commissioning, and Post-Construction (i.e., Warranty) Services, which may include office-related engineering services during construction (ESDC) as well as field-related construction administration and inspection (CA&I) efforts, are not a part of this Scope of Services and may be handled under a separate Task Order(s), if desired by the CITY.
10. The design efforts will be completed in a hybrid 2D/3D environment to enhance visualization and minimize potential conflicts (i.e., clash detection) during design for new facilities but will exclude 3D development of existing facilities that are not significantly impacted as part of the WHWRP Digester Complex design. As such, the 3D models will essentially be limited to new facilities only (defined further herein).
11. Applicable codes and standards will apply only to new buildings, structures, and associated facilities, as well as expansions and major modifications to existing buildings and structures. Existing buildings, structures, and facilities shall not be subject to revised codes or standards compliance. Detailed Design will be based on the applicable codes and standards as adopted by the City of Flagstaff at the time of the 30% Preliminary Design Review Submittal.
12. Potholing of existing underground facilities and utilities required for design and/or construction shall be performed by a subconsultant to the DESIGN CONSULTANT.
13. *Project Deliverables*. DESIGN CONSULTANT will produce and submit draft and final reports/memoranda in electronic format for review by the CITY and Flagstaff Water Commission (WATER COMMISSION) throughout the Project, as identified herein. Electronic copies of the various deliverables will generally be provided in PDF format and in native file format (i.e., MS Word, MS Excel, etc.). CITY shall agree to review draft Project deliverables and provide comments to DESIGN CONSULTANT in a timely manner (i.e., two (2) weeks for conceptual design deliverables). To the greatest extent possible, review of draft deliverables in a collaborative workshop setting to obtain comments from CITY will be followed to reduce overall review time and streamline project schedule.
14. *City Responsibilities.* CITY shall perform / complete the responsibilities as identified in **EXHIBIT A-1 – CITY RESPONSIBILITIES**. These items shall be provided in a timely manner as required to meet and maintain the Project schedule.
15. *Supplemental Services.* As directed by the CITY, DESIGN PROFESSIONAL will provide services as defined in **EXHIBIT A-2 – SUPPLEMENTAL SERVICES**. Supplemental Services will be provided by DESIGN PROFESSIONAL for additional compensation as

agreed to by CITY and DESIGN PROFESSIONAL and are anticipated to be handled through an Amendment or other funds as appropriate.

16. *Opinion of Probable Construction Cost*. Since the DESIGN CONSULTANT has no control over the cost of labor, materials, or equipment, over the Contractor's method for determining prices, or over competitive bidding or market conditions, any opinions of probable project cost provided as part of this scope are to be made based on DESIGN CONSULTANT's experience and qualifications. These opinions represent DESIGN CONSULTANT best judgment as an experienced and qualified professional engineer. However, the DESIGN CONSULTANT cannot and does not guarantee that actual project cost will not vary from opinions of cost prepared by DESIGN CONSULTANT.
17. *Third Parties*. The services to be performed by the DESIGN CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to the Contract shall be entitled to rely on the DESIGN CONSULTANT's performance of its services hereunder, and no right to assert a claim against the DESIGN CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Contract or the performance of the DESIGN CONSULTANT's services hereunder.
18. *Standard of Care:* DESIGN CONSULTANT will be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type work at the time NTP is issued. DESIGN CONSULTANT and CITY mutually agree that standard of care, as applied to design professional, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

GENERAL SCOPE OF PROJECT

The first phase of the overall WHWRP Digester Complex will be comprised of one (1) circular, above-ground, reinforced concrete, anaerobic digester approximately 60-feet in diameter and 0.524 million gallons in volume. The ultimate new digester complex configuration is undetermined at this but will be assumed as a quad arrangement for facility expansion planning purposes. The design and permitting of the WHWRP Digester Complex will include the following major components and elements:

- New Digester Complex Building (DCB), potentially with a new Electrical Building, and other associated appurtenances, to support the capacity of the new WHWRP digester facilities and connect to the existing digester and cogeneration facilities, as applicable.
- New digester feed pumps, new digested sludge transfer pumps (located north near the existing thickeners) and new digested sludge transfer pumps to transfer sludge to the SSBs/geotube bags and other associated appurtenances. NOTE: CITY wants to forego the use of subsurface tunnels for infrastructure placement.
- Evaluation and cost-to-benefit analysis of the PONDUS thermal hydrolysis process (THP) sludge conditioning [volume reduction] system, recommendation to the CITY for acceptance/rejection, and if accepted, the design of a new PONDUS THP for sludge volume reduction.
- New sludge heating systems, glass-lined ductile iron sludge piping, and miscellaneous support facilities.
- New digester mixing systems and new digester foam handling system.

- Heat the new digesters by steam injection, electrical or natural gas heating units to heat the DCB, and associated appurtenances, new waste gas flare, gas scrubbing and compression systems, and operational connection to the existing cogeneration system and waste gas flares.
- Miscellaneous modifications and additions to site/civil elements, including but not necessarily limited to plant paving and grading, yard piping, site utilities, and plant drainage system, as applicable for a fully functioning digester complex facility.
- Miscellaneous electrical, instrumentation and controls (EI&C) elements, including but not necessarily limited to electrical switchgear, transformers, motor control centers (MCCs), motors and variable frequency drives (VFDs), electrical ductbanks and manholes, standby generators, programmable logic controllers (PLCs), panels, fiber optic cabling, as applicable for a fully functioning new digester complex facility.
- Select rehabilitation and replacement of assets associated with the existing digestion system at WHWRP.

SCOPE OF SERVICES

The Scope of Services for the Digester Complex design is based on the following major Work Breakdown Structure (WBS) elements:

- Task 1 – Project Management
- Task 2 – Preliminary Design
- Task 3 – Detailed Design
- Task 4 – Quality Management
- Task 5 – Permitting Assistance
- Task 6 – Bid Phase Services
- Task 7 – Allowances
- *Future Task – Construction Phase Services (Not Included)*
- *Future Task – Post-Construction Phase Services (Not Included)*

Specific efforts to be completed for the tasks (and sub-tasks) and the associated deliverables are defined further herein.

TASK 1 – PROJECT MANAGEMENT

DESIGN CONSULTANT will perform general project and quality management activities throughout the 16-month Project design and bid phase period, as delineated in the following sub-tasks.

1.1 – Project Control and Reporting

Develop monthly progress reports and invoices and submit to the CITY Project Manager that identifies the following:

- Work completed since the previous report.
- Work anticipated in the upcoming month.

- Project status, including scheduled and actual percent complete for the major tasks.
- Budget status, including contracted amount, total spent to date, amount remaining, percent spent and actual percent complete.
- Schedule status, including variances in the project schedule by milestone and/or deliverable, and total project.
- Dates of anticipated milestones and/or deliverables in the upcoming month.
- List of coordination and/or information required, including responsible parties.
- List of problems encountered (if any) and proposed resolution, including technical, budgetary and schedule problems.
- List of potential scope changes, including a brief description and reason for change, along with potential impact on budget and schedule.
- List of issues needing resolution, including party(s) involved and date required so as not to impact project schedule.

In addition to monthly status updates, DESIGN CONSULTANT will develop and maintain Project logs documenting key decisions and action items throughout the Project duration.

DELIVERABLES (PDF only): **Monthly Progress Reports & Invoices; Decision Log; Action Log**

1.2 – Project Meetings

Facilitate meetings as described below. Prepare and distribute agendas and minutes for each meeting. Final agendas will be submitted to the CITY at least one (1) day prior to the meeting. Minutes will be submitted to the CITY no more than seven (7) working days following each meeting and will summarize decisions and action items.

1.2.1 – Design Phase Kickoff Meeting

Conduct a Project kickoff meeting approximately two (2) weeks following receipt of written NTP from the CITY. Meeting objectives will be to review the various draft submittals; confirm lines of communication; coordinate the schedule of monthly Project meetings anticipated throughout the duration of the Project.

DELIVERABLES (PDF only): **Meeting Agenda & Notes**

1.2.2 – Monthly Project Meetings

Conduct twelve (12) virtual monthly project meetings to keep the CITY and key Project stakeholders informed of the Project progress and obtain input and direction as required. Assume one (1) virtual meeting will include coordination with Brown and Caldwell staff regarding existing cogeneration facilities. This task includes a virtual Basis of Design Report (BDR) Review Workshop.

DELIVERABLES (PDF only): **Meeting Agendas & Notes**

1.2.3 – Submittal Review Workshops

Conduct the following submittal review workshops following the various interim milestone review submittals. CITY shall participate in the workshops and provide review comments at that time. Following each review workshop, DESIGN CONSULTANT will compile all comments into a “Comments/Response Log” for review by the CITY.

- 30 Percent Submittal Review Workshop – Conduct a one-day (1 day) submittal review workshop approximately two (2) weeks following the 30 percent design submittal to CITY.
- 60 Percent Submittal Review Workshop – Conduct a one-day (1 day) submittal review workshop approximately two (2) weeks following the 60 percent design submittal to CITY. The second half of the workshop is anticipated to focus specifically on EI&C/Process Controls coordination.
- 90 Percent Submittal Review Workshop – Conduct a one-day (1 day) submittal review workshop approximately two (2) weeks following the 90 percent design submittal to CITY. The second half of the workshop is anticipated to focus specifically on EI&C/Process Controls coordination.

DELIVERABLES (PDF only): **Comments & Response Logs**

1.3 – Flagstaff Water Commission (FWC) and City Council Meetings

The Flagstaff Water Commission (FWC) and City Council meeting efforts are intended to aid the project team in their communication with the City Council throughout the duration of the Project. It is the intention of the meetings to keep City Council informed of proposed changes to the site, consider comments from and listen to potentially affected interests, and work with the project team to make sure that alternatives are developed which consider the feedback obtained from the FWC and Council.

With assistance of CITY, conduct two (2) meetings with the FWC and one (1) meeting with City Council to provide updates on the proposed Digester Complex facility elements, including a presentation of 3D architectural renderings of proposed facilities. Meetings will be conducted at the Flagstaff City Hall and are anticipated to occur near the end of the 30% Preliminary and 90% Detailed Design (FWC only) and Final Design (City Council only) Phases.

DELIVERABLES (PDF only): **Meeting Presentations**

1.4 – Project Schedule

Develop a baseline project schedule, including anticipated design and bid phase services (16 months), and construction (18 months for new digester and 12 months for existing digester rehabilitation) activities. The initial project schedule will be developed in MS Project format. Each activity of the scope of services herein, including the various deliverables, meetings, and workshops, will be incorporated into the work breakdown structure (WBS) of the schedule. Project timelines, along with identification of task inter-relationships, will be provided in a Gantt format. Project schedule will be updated as needed throughout the Design and Bid Phases.

DELIVERABLES (PDF only): **Baseline Project Schedule and Schedule**

1.5 – Subconsultant Management

Prepare and coordinate Subconsultant agreement(s) required for the Project and manage and coordinate the work of its Subconsultant(s) throughout the duration of the Project.

TASK 2 – PRELIMINARY DESIGN

PURPOSE: The overall focus of the Preliminary Design Phase is to develop design concepts, facilitate decisions by consensus with the CITY, and develop the applicable unit process and discipline design criteria and site development requirements for subsequent detailed design phase services. Preliminary Design will be developed to an approximate 30% level of completeness.

DESIGN CONSULTANT will develop the necessary facilities, utilities, and on-site infrastructure to accommodate the necessary improvements at the WHWRP site. Provisions will include preliminary sizing, layouts, connections, corridors, and other general requirements, and will be incorporated into design criteria, technical memoranda, preliminary layouts, and other preliminary design elements as appropriate and as defined herein, and document in a Basis of Design Report (BDR). The CITY will provide an approved equipment list for the principal digester and digester complex facilities, including equipment costs.

The following tasks describe the specific efforts associated with the Preliminary Design Phase of the Project.

NOTE: All draft technical memoranda (TMs) developed as part of Task 2 as identified herein will be finalized as part of the Basis of Design Report (included as appendices to BDR).

2.1 – Solids Loading Assessment

Compile, review, characterize and summarize the anticipated primary sludge (PS) and secondary waste activated sludge (WAS) quantities and associated mass balance for current and future WHWRP and RDFWRP capacities. Solids loadings will be updated to current flow and load data, without developing new population, flow and load projections.

Evaluate grease loadings on the digesters, based on the results of laboratory testing to be performed by the CITY.

Evaluate capacity of existing sludge thickening systems and provide recommendations for system expansion and/or rehabilitation to support the proposed new Digester Complex, if appropriate.

Determine the capacity and heating requirements for the potential new PONDUS THP system.

Estimate the anticipated digester gas production quantity based on anaerobic digestion of thickened PS and thickened WAS. Gas production will be estimated at current and design flows and loads. Digester gas quantity to be sent to the existing cogeneration facilities and natural gas required for building heating will be estimated based on use of the boilers and digester heating systems being installed. Available excess digester gas, after cogeneration use is accounted for, will also be projected.

Determine the estimated quality of biogas produced (i.e., content of CH_4, CO_2, H_2S, siloxanes and others), including review of historical data and/or any supplemental sampling to be performed by the CITY.

Evaluate digester gas management strategies (i.e., biogas scrubbing, biogas compression, etc.) beyond connection to existing cogeneration facility and flares.

Develop draft technical memorandum summarizing the solids loading assessment. Submit draft technical memorandum for CITY review and comment.

DELIVERABLES (PDF only): **TM-1 – Solids Loading Assessment (see Task 2.10)**

2.2 – New Digestion Facilities Assessment

Review the approved digester equipment and treatment process technology list supplied by the CITY and develop digester complex layouts and applicable design criteria for the WHWRP digester facility and digestion system, based on the information provided.

Evaluate the potential inclusion of the PONDUS sludge conditioning process, which includes mixing thickened waste activated sludge (TWAS) with caustic soda, heating in a loop with a high efficiency heat exchanger, feeding into a new PONDUS THP system to go through hydrolysis and volume reduction, and mixing and feeding the thickened primary sludge (PS) and hydrolyzed TWAS into the new digester.

Develop preliminary process flow schematics for the approved digester equipment and technology and evaluate for connection to the existing WHWRP CMAD digestion system. Review applicable information from the RDFWRP Digester Project (by CITY and Others) on each treatment technology with respect to economic (capital and operational, including life-cycle cost analyses) and non-economic factors, including compatibility and interaction with Project elements (assumed no future phasing), and summarize the pros and cons associated with the CITY-supplied technology and equipment list.

Develop recommended equipment arrangement and unit process design criteria, based on the approved technologies and equipment. Develop a proposed overall site layout, including existing infrastructure and proposed corridors for new utilities, yard piping and associated construction requirements.

Develop a draft TM summarizing the Digestion Facilities and selected design criteria. Submit draft technical memorandum for CITY review and comment. Incorporate final version of the TM into the BDR.

DELIVERABLES (PDF only): **TM-2 – New Digestion Facilities Assessment (see Task 2.10)**

2.3 – Support Facilities and Utilities Assessment

In conjunction with the solids loading assessment, review the existing support facilities and utilities and identify applicable needs and updates.

Evaluate requirements, including space needs assessments and occupancy classifications, and identify additional facilities and/or facility expansions that may be required.

Evaluate chemical storage and feed facilities requirements and identify additional facilities that may be required. Summarize chemical storage and feed facilities requirements for the WHWRP.

Evaluate existing site, utilities, and associated support systems and identify additional system components and/or system expansions or upgrades that may be required, including:

- Site paving and grading
- Site yard piping
- Plant drain system

- Potable water
- Plant (non-potable) water (for seal water)
- Compressed and instrument air
- Natural gas

Develop draft technical memorandum summarizing the support facilities and utilities assessment. Submit draft technical memorandum for CITY review and comment.

DELIVERABLES (PDF only): **TM-3 – Support Facilities and Utilities Assessment (see Task 2.10)**

2.4 – Electrical System Strategies

A preliminary load calculation will be performed on Service Entrance Sections SES-1 and SES-2. If adequate capacity is available, the existing digester complex and the new digester complex will be fed power from the existing SES's.

The capacity of the existing standby generator for SES-2 will be assumed adequate for standby power for the existing digestion facilities.

. In addition, load calculations will be developed to determine the size of the new standby diesel (or gas) generator. The following equipment will be identified and sized, with their preliminary ratings:

- Automatic Transfer switch
- Main Power Distribution Switchgear
- Motor Control Center(s)
- Power distribution Panel(s)
- Stepdown Transformer(s)
- Panelboards
- Variable Frequency Drives
- Solid State Soft Starters

A very preliminary single line diagram will be developed for the equipment identified in the bullet points above and a list of preferred manufacturers will be developed based on the CITY's preferences.

The equipment listed above will be preliminarily sized, and a layout for the new electrical building will be developed. Hazardous areas and main ductbank routings be identified.

Items not specifically identified above are not included in this phase.

DELIVERABLES (PDF only): **TM-4 – Electrical System Strategies (see Task 2.10)**

- **Preliminary load calculation for the existing Service Entrance Sections**
- **Preliminary load calculation for a potential new Service Entrance Section SES-3**
- **Preliminary single line diagram for the new equipment**
- **Preliminary electrical building plan layout for the new equipment**
- **Preliminary electrical site plan layout for the new equipment**
- **List of preferred manufacturers**

2.5 – Instrumentation & Controls and SCADA System Strategies

Identify the instruments needed for the new digester Project such as:

- Level switches and transmitters
- Flow transmitters
- Temperature transmitters
- Pressure switches, gauges, and transmitters
- Analyzers and gas detectors

A list of preferred manufacturers will be developed based on the CITY's preferences.

Identify other I&C and SCADA-related components required for the Project, such as PLC devices, including PLC(s), communication switches, Ethernet switches, and fiber optic patch panels.

Determine the method of communication between the instruments and electronic equipment (i.e., VFDs) with the PLC: hardwire Input and Outputs or communication protocols such as Ethernet.

Identify the point of connection of the new PLC system to the existing PLC system.

DELIVERABLES (PDF only): **TM-5 – I&C and SCADA Strategies (see Task 2.10)**

- **Preliminary Network Diagram for the new PLC system as identified above**
- **Preliminary PLC cabinet location in the new electrical building**
- **List of preferred instrumentation manufacturers**

2.6 – Existing Digestion Facilities Rehabilitation and Replacement Assessment

A field condition assessment of the existing digesters, including preliminary evaluation of the digester lids, exterior walls, control room piping and pump equipment, grease receiving station, solids thickening system and the hot water boiler, was performed by DESIGN CONSULTANT as part of the 2019 Wastewater BMP. The development of improvement recommendations and design of the rehabilitation of the existing digesters (and supporting equipment) is included as part of this Project. A summary of the rehabilitation recommendations will be developed and used as the basis for the design for the existing digester improvements.

Develop draft technical memorandum summarizing the existing digester rehabilitation recommendations. Submit draft technical memorandum for CITY review and comment.

DELIVERABLES (PDF only): **TM-6 – Existing Digestion Facilities Rehabilitation and Replacement Assessment (see Task 2.10)**

2.7 – Geotechnical Investigation

Perform a preliminary geotechnical investigation of the WHWRP site in the proposed area of the new Digester Complex to assist with structural design criteria and foundation requirements. Based on the proposed location of the new Digester Complex and the historical use of this site, the geotechnical investigation will include the drilling and sampling of no more than four (4) test borings to determine subsoil conditions and provide samples for laboratory testing. Geotechnical investigation effort shall be completed by SUBCONSULTANT under the direction of DESIGN CONSULTANT.

Submit a Geotechnical Investigation Report to CITY for review. NOTE: Further coordination and consultation with geotechnical subconsultant during the subsequent preliminary and detailed design may be required.

DELIVERABLES (PDF only): **Draft and Final Geotechnical Investigation**

2.8 – Topographical Site Survey

A new topographical survey is required for accurate design drawing development and to confirm elements constructed since the most recent WHWRP Improvement project. The DESIGN CONSULTANT's surveyor will perform a site topographical survey in the area(s) of the Digester Complex to document the current conditions and surface features of the area proposed for the new facilities. The site survey will be based on City of Flagstaff datum and will include existing spot grades for use in developing new contours and identification of above-ground structures. Specific tasks include verification of the existing control points; set up to four (4) additional control points (northing, easting and elevation); verification of the elevation of the existing digester walls and overflow piping; verification of existing catch basin inlet and invert elevations and storm drain pipe inlet/outlet elevations; research existing easements and prepare a results of survey map indicating recorded easements and rights-of-way within and adjacent to the plant perimeter; and locate the adjacent site property line on the north and east sides of the WHWRP site. The survey will also include identification of staked geotechnical borings and horizontal grid development for design, as well as survey of existing utility and yard piping crossings and existing features to be potholed or uncovered by the CONTRACTOR.

2.9 – Drainage Report

A site Drainage Report will be required for permitting efforts. The DESIGN CONSULTANT will prepare a Drainage Report, including preliminary Grading and Drainage Plan in the area(s) of the proposed Digester Complex, to document the site drainage conditions, for review and approval by the City of Flagstaff Building Department as part of the associated permit application.

A draft Drainage Report will be submitted in conjunction with the 60 Percent Design Review submittal package. The final Drainage Report will be submitted to the CITY along with the Agency Review submittal.

DELIVERABLES (PDF only): **Draft and Final Drainage Report**

2.10 – Design Technical Memoranda

To advance the initial design concepts and strategies previously developed and summarized in the 2019 Wastewater BMP, and update/revise this summary information in the Project Technical Memoranda (TMs). Efforts will include the results of the selection of the applicable processes and technology types not previously selected or updated, and other key design decisions not previously made. The TMs will form the basis of the final BDR.

A total of six (6) TMs are anticipated, and are described as follows:

- TM-1 – Solids Loading Assessment/Planning
- TM-2 – New Digestion Facilities Assessment
- TM-3 – Support Facilities and Utilities Assessment
- TM-4 – Electrical System Strategies
- TM-5 – Instrumentation & Controls and SCADA System Strategies
- TM-6 – Existing Digestion Facilities Rehabilitation and Replacement Assessment

The TMs will generally be organized in the following format:

- Introduction
- Purpose and Objectives
- Supplemental Evaluations (as applicable)
- Design Criteria
- Regulatory Requirements
- Process and Equipment Evaluation
- Major Equipment List
- Preliminary Design Considerations
- Preliminary Process Flow Diagrams (PFDs)
- Appendices (as applicable)

Elements of the TMs will be presented and discussed during the monthly progress meetings throughout the duration of the preliminary design efforts, to solicit input and feedback from the CITY, plant personnel, and other key stakeholders.

The draft TMs will be submitted to CITY for review throughout the Preliminary Design Phase. Upon receipt of CITY comments, the final TMs will be included as part of the BDR (see Task 2.13).

DELIVERABLES (PDF only): **Draft and Final Technical Memoranda**

2.11 – Preliminary (30%) Design Review Submittal Package

The Preliminary (30%) Design review submittal is intended to expand the preliminary design concepts and strategies and present in 2D format, and 3D format for applicable facilities, to initiate the necessary administrative and regulatory permitting process. This submittal will be used to perform initial review and coordination with the internal CITY Departments and stakeholders.

The 30% design review submittal will consist of all project elements and not be separated for potential multiple bid packages. The 30% design review submittal will consist of the elements defined in Task 3 – Detailed Design, with a reduced level of detail as appropriate. The 30% design review submittal will generally consist of the following:

- General Drawings
- Civil Drawings
- Landscaping Drawings – None anticipated.
- Architectural Drawings
- Structural Drawings
- Process / Mechanical Drawings
- HVAC / Plumbing Drawings
- Electrical Drawings
- Instrumentation and Controls Drawings

- Technical Specifications – Develop a list [outline] of technical specifications expected for the Project. List of specifications will be arranged in tabular format by CSI Division utilizing the CSI MasterFormat (17-Division) structure.
- Typical Details – Develop a list [outline] of typical details expected for the Project. List of typical details will be arranged in tabular format by discipline.
- Equipment & Instrumentation List Tag Numbering – Summarize the CITY list of approved major equipment and instrumentation, in accordance with proposed tag numbering scheme.

DELIVERABLES (PDF only): **Drawings, 3D PDFs (for appropriate facilities), Technical Specifications (list only), Typical Details (list only), and Equipment and Instrumentation List**

2.12 – Preliminary Design (30%) Cost Estimate

Prepare an independent comparative cost estimate to support Project element inclusion and phasing decisions during the preliminary design. Cost estimate will be prepared to AACEI Level 4 standards. Cost estimate will include direct and indirect cost elements for a total construction cost of both the new digester and existing digester rehabilitation, as well as other Consultant and CITY project costs (e.g., detailed design, construction administration and inspection, startup and commissioning, warranty services, legal, administrative, etc.) for a Total Project Cost Estimate (TPCE) for CITY capital planning purposes.

DELIVERABLES (PDF only): **Opinion of Probable Construction Cost and Total Project Cost Estimate**

2.13 – Basis of Design Report (BDR)

The purpose of the BDR is to “lock down” key design decisions to transition into preliminary and detailed design accordingly and will be the basis for the preparation of subsequent detailed design plans and specifications.

Summarize and document the preliminary alternatives, equipment, schematics, layouts, and criteria developed and evaluated in previous tasks into an overall BDR for CITY review and approval, which will include the following elements:

- Executive summary that identifies the loading characteristics, performance targets, and other process design criteria.
- Process flow diagrams and schematics for the recommended digestion processes, including mass balance.
- Overall site layout depicting the recommended Digester Complex and supporting facilities.
- All layouts, schematics, and diagrams will be in 11-inch by 17-inch format suitable for inclusion into a bound report.
- Compilation of the anticipated preliminary design criteria for the recommended unit treatment processes and supporting facilities, compiled from the preliminary criteria developed under previous tasks. Criteria shall be in tabular format suitable for inclusion into a bound report.

- Inclusion of preliminary project schedule for design, permitting, early procurement strategies (if necessary), construction, start-up and commissioning.
- Inclusion of conceptual (Level 4) cost estimate.
- Incorporation of CITY comments on draft TMs prepared under previous tasks, to finalize accordingly, and include as appendices to BDR document.

Develop draft BDR, with updated technical memoranda. Facilitate a virtual (4-hr duration) BDR review workshop with CITY staff. Submit draft BDR for CITY review and comment, and then finalize accordingly.

DELIVERABLES (PDF only): **Draft and Final BDR**

TASK 3 – DETAILED DESIGN

DESIGN CONSULTANT will develop construction documents through a progressive detailed design effort that generally consists of the following efforts and tasks.

Detailed Design Efforts

DESIGN CONSULTANT will prepare detailed construction contract documents for the Project that will be used by the bidders to; bid and construct the project, develop a project schedule, equipment and subcontractor procurement; as well as by the regulatory agencies to issues applicable permits for the construction and operation of the Project.

The Detailed Design will consist of a multi-discipline design effort generally described by the following elements:

- General / Civil / Site Work – The general / civil design will include hydraulic analysis, development of plant layout and survey control in the area(s) of the digester complex, site drainage, paving and grading, and location of yard piping. Where necessary to define vertical alignment, yard piping profiles will be included for gravity pipelines and pressure pipes greater than 12 inches in diameter.
- Landscaping – No landscaping design (plantings or irrigation system) is anticipated.
- Architectural – The architectural design will include the development of basic building layouts, conformance to the existing overall site theme and site security requirements, and selection of building materials. A building code occupancy plan will also be developed. Building designs will include the new Digester Complex, Electrical Building, existing Solids Thickening Building modifications, and other miscellaneous support buildings. Conduct supplemental programming workshops with CITY representatives to identify building layout needs and requirements prior to development of layouts.
- Structural – The structural design will include the development of structural design criteria, selection of structural construction materials, design of foundations and foundation treatment, and design of the structural members for the various required facilities.
- Process / Mechanical – The process design will include development of the detailed control and operation schemes for the various processes and process units. The mechanical design will include determination of equipment performance and characteristics required, selection of mechanical equipment, location and arrangement of the equipment (with tag numbers) and associated piping, design of the equipment and the associated piping, and design of the supports for equipment and piping. Components of the required odor control systems, including foul air ventilation and treatment, will be included in the mechanical design.

Coordinate with CITY to develop schedules and typical details for supports of exposed process piping, foul air ductwork, and equipment. Supports will be shown on the design drawings as agreed to by DESIGN CONSULTANT and CITY. In general, tag numbers for all valves 4 inches or greater and any other actuated valves (electric or pneumatic) will be included on mechanical drawings.

- HVAC / Plumbing / Fire Protection – The HVAC design will include the development of heating, ventilation, and air conditioning systems required for the Digester Complex building and areas, including equipment, ductwork and ancillary devices. The plumbing design will include the development of potable and non-potable water and drainage systems required for the various buildings and areas. The fire protection design will be a performance specification only and will include fire suppression systems required for the various buildings and areas, including wet sprinklers and alarm systems. The plumbing and fire protection design will be coordinated with utility requirements. Coordinate with CITY to develop schedules and typical details for supports of exposed utility piping, HVAC ductwork, and equipment. Supports will be shown on the design drawings as agreed to by DESIGN CONSULTANT and CITY.
- Electrical – The electrical design will include an assessment of new Digester Complex unit power requirements, coordination with the WHWRP's existing power distribution system (SES-2), design of power distribution and lighting systems for the new building and areas, development of motor control schemes, design of MCCs and power conduits, and identification of area classifications, based on CITY's input and approval of recommended strategies and manufacturers. The electrical design will be coordinated with CITY's and the local power providing utility requirements. Coordinate with CITY to develop schedules and typical details for supports of exposed conduit and equipment. Supports will be shown on the design drawings as agreed to by DESIGN CONSULTANT and CITY. Specific items relative to standard electrical drawings and specifications will be as follows:
    - Digester Complex electrical plan identifying major electrical components, such as primary switchgear, standby generators, duct banks and electrical manholes; load calculations; area power, lighting, grounding and receptacle plans; area classification (class and division); general notes, key notes and detail callouts. Plan drawings will not include point-to-point conduit routing.
    - MCC design will include MCC front-face elevations (not to scale) and single-line diagrams identifying process equipment, panels, and other electrical power requirements.
    - Local control panel (LCP) layout design will include description of general panel components, including wiring and color-coding standards, and will be included in the technical specifications. Layouts for panels provided by manufacturers to be provided as part of an engineered package with equipment will not be included in DESIGN CONSULTANT's design drawings. Panel layout drawings will not include interior layouts; internal and external wiring/connection diagrams; bill of materials; detailed labeling; or detailed dimensional drawings.
    - Electrical design will include "typical" electrical schematics supplemented with tables for multiple products. Repetitive and/or redundant equipment items will not be identified with individual schematics. Wire numbers and PLC input/output (I/O) terminal assignments will also not be included.
    - Electrical design will include lighting fixture and panel schedules; plant fire alarm system (performance specification); security system power and controls including card readers,

door contacts; and lightning protection systems (performance specification) for the Digester Complex building.

- Electrical design will include cable/conduit block diagrams, but will not include detailed cable/conduit schedules; cathodic protection (not applicable), wide area network (WAN), loop diagrams (analog); wiring diagrams (discrete signals); or point-to-point control wiring diagrams.
- Technical specifications developed by the DESIGN CONSULTANT will include provisions requiring the CONTRACTOR (and associated subcontractors and/or suppliers) to provide an additional level of detail as part of the shop drawing submittal process for DESIGN CONSULTANT and CITY's review and approval, and for documentation purposes, in both hardcopy and electronic format for the following elements:
    - Point-to-point electrical conduit routing
    - Internal panel layouts and vendor panel details, including internal and external wiring/connection diagrams, bill of materials, detailed labeling and detailed dimensions
    - Detailed, individual custom electrical schematics, including wire numbers and PLC input/output (I/O) terminal assignments
    - Detailed cable and conduit schedules
    - Detailed loop/wiring diagrams and point-to-point wiring diagrams, including PLC I/O addressing.

  NOTE: Record ("as-built") drawings for above detailed information will be a contract requirement of the CONTRACTOR under the construction phase services effort.

- Instrumentation and Controls – The instrumentation and controls (I&C) design will include specification of instrumentation hardware and software required to accomplish the distributed control and operation scheme(s), design of alarm and display systems, selection of control and monitoring instruments, and detailed control strategies to facilitate programming efforts. Instrumentation design will include only on-site Digester Complex facilities up to the interface point with the CITY's SCADA telemetry system. Specific items relative to standard I&C drawings and specifications will be as follows:
    - Provide block diagram(s) and network diagram(s) for the Digester Complex control system, including outside connection of the Local Area Network (LAN) to the Wide Area Network (WAN).
    - PLC panel layout design will include description of general panel components, including wiring and color-coding standards, and will be included in the technical specifications. Layouts for PLC panels provided by manufacturers to be provided as part of an engineered package with equipment will not be included in DESIGN CONSULTANT's design drawings. Panel layout drawings will not include interior layouts; internal and external wiring/connection diagrams; bill of materials; detailed labeling; or detailed dimensional drawings.
    - Provide process and instrumentation diagram (P&ID) drawings based on a vertical hierarchy of layers (or bands) ordered from top to bottom as follows:
        - SCADA LEVEL (telemetry interface only)
        - CONTROL PANEL (PLC) and POWER SOURCE LEVEL
        - FIELD LEVEL (process equipment, field instrumentation and local control panels (LCPs))

- Tag numbers for all equipment, motorized (i.e., control) valves, and instrumentation will be included on P&IDs. Control descriptions will be included in technical specifications.
- Manufacturer's packaged equipment will be shown on P&IDs as a "black box" with only the interface monitoring and control signals identified.
- P&IDs will not be provided for the following systems:
  - Fire detection and alarm systems
  - Telephone and plant intercom/paging systems
  - Maintenance service equipment
  - Automatic overhead coiling doors
  - Storm water drainage
  - Existing equipment (unless modified as part of this Project).
- Technical specifications developed by the DESIGN CONSULTANT will include provisions requiring the CONTRACTOR (and associated subcontractors and/or suppliers) to provide an additional level of detail as part of the shop drawing submittal process for DESIGN CONSULTANT and CITY's review and approval, and for documentation purposes, in both hardcopy and electronic format for the following elements:
  - Internal panel layouts and vendor panel details, including internal and external wiring/connection diagrams, bill of materials, detailed labeling and detailed dimensions
  - Detailed, individual custom electrical schematics, including wire numbers and PLC input/output (I/O) terminal assignments
  - Detailed loop/wiring diagrams and point-to-point wiring diagrams, including PLC I/O addressing.

  NOTE: Record ("as-built") drawings for above detailed information is a contract requirement of the CONTRACTOR under the construction phase services effort.

3.1 – Interim (60%) Design Review Submittal Package

The 60% review submittal will include applicable updates from the 30% review submittal, including the incorporation of applicable 30% submittal review comments provided by CITY. Provide a copy of a 30% design submittal comments log with the 60% review submittal.

Update the opinion of probable construction costs estimate to AACEI Class 3 level of accuracy based on the 60% level of design for the new digester and existing digester rehabilitation. The TPCE will also be updated accordingly.

Upon completion of the 60% design review submittal, DESIGN CONSULTANT will coordinate with CITY to complete an analysis of the early procurement items to separately package for permitting and construction purposes accordingly.

DELIVERABLES (PDF only): **Drawings, Typical Details (book form), Technical Specifications, 3D PDFs, Equipment and Instrumentation List, and Opinion of Probable Construction Costs and TPCE Update**

3.2 – Interim (90%) Design and Agency Review Submittal Package

This interim (90%) submittal is intended as a concurrent internal review set for quality management and reviews by regulatory agencies and agencies having jurisdiction.

The 90% submittal package will include applicable updates from the 60% review submittal, including the incorporation of applicable 60% submittal review comments provided by CITY, plus the incorporation of typical details from book form into the drawing set. Provide a copy of a 60% design submittal comments log with the 90% review submittal.

Update the opinion of probable construction costs estimate to AACEI Class 2 level of accuracy based on the 90% level of design for the new digester and existing digester rehabilitation. The TPCE will also be updated accordingly.

Provide six (6) sets of submittal package consisting of the full-size plans and specifications for submission to the City of Flagstaff Development Services (Planning, Building, Engineering, and Fire) Departments for code compliance and agency review. Agency review sets will be sealed and stamped with "*FOR AGENCY REVIEW ONLY - NOT FOR CONSTRUCTION*" or similar note. All applicable department review fees will be paid for directly by the CITY.

Provide three (3) sets of submittal package consisting of the full-size plans and specifications for submission to the Coconino County Environmental Services Department (CCESD) for code compliance and agency review. Agency review sets will be sealed and stamped with "*FOR AGENCY REVIEW ONLY - NOT FOR CONSTRUCTION*" or similar note. All applicable agency review fees will be paid by the DESIGN CONSULTANT.

***DELIVERABLES*:**

- **Drawings, Technical Specifications, 3D PDFs, and Opinion of Probable Construction Costs and TPCE Update**
- **CITY Staff: Half-Size Review Drawings, Technical Specifications, and 3D PDFs (PDFs only)**
- **CITY DSD: Full-Size Drawings and Technical Specifications (6 hardcopy sets)**
- **CCESD: Full-Size Drawings and Technical Specifications (TBD hardcopy sets)**

3.3 – Final (100%) Contract Documents

The 100% (Final) set of Contract Documents will include applicable updates from the Agency Review submittal, plus applicable CITY and agency review comments. Finalize, seal, and submit all design drawings and technical specifications (including "Front-End Documents, Special Provisions, Bid Alternatives, and a Bid Schedule) in the appropriate format within thirty (30) days following receipt of all review comments provided by CITY and other review agencies. Provide a copy of a 90% design submittal and Agency review comments log to CITY with the final submittal.

Update the opinion of probable construction costs estimate to AACEI Class 2 level of accuracy based on the 100% design for the new digester and existing digester rehabilitation, to be used as the "Engineer's Estimate" for Bid comparison. The TPCE will also be updated accordingly.

***DELIVERABLES (PDF only):* Drawings, Technical Specifications, 3D PDFs, and Opinion of Probable Construction Costs and TPCE Update**

TASK 4 – QUALITY MANAGEMENT

DESIGN CONSULTANT will perform general project and quality management activities throughout the Design Phase as delineated in the following sub-tasks.

4.1 – Quality Management Plan

Develop a Quality Management Plan (QMP) that will identify and detail the proposed quality management activities for the duration of the Project. Specific components of the QMP will include identification of project personnel responsible for peer reviews and detailed checks; anticipated schedule of milestones and review dates (to be updated as part of subsequent Project phases); and project standards.

Prepare and submit a draft Quality Management Plan to the CITY for review and approval no later than two (2) weeks following receipt of written NTP from the CITY. Upon receipt of comments, submit a final Quality Management Plan to the CITY for distribution.

DELIVERABLES (PDF only): **Draft and Final Quality Management Plan**

4.2 – Technical Peer Reviews

Conduct an in-house technical peer review at the 30% design submittal stage to review the various design efforts, including relevant design criteria, layouts, and inter-relationships with current and anticipated future regulatory requirements. Peer review will be conducted using DESIGN PROFESSIONAL's national subject matter expert(s).

4.3 – Operability Reviews

Perform an internal operability review at the 30% design submittal stage. This review will be conducted to verify that the preferred operational strategies and control philosophy are being properly implemented.

4.4 – Constructability Reviews

Perform an internal constructability analysis of the plans and specifications at the 60% design submittal stage. This will include a review of the design for the use of practical cost-effective construction measures, procedures and scheduling; required construction activities and their impact on existing facility operation; and review and coordination of contract provisions and construction details to minimize potential conflicts and claims.

4.5 – Detailed Quality Management Checks

Perform an internal detailed quality management check of the plans and specifications prior to the 90% design review [Agency Review] submittal. Efforts will include items identified on DESIGN CONSULTANT’s detailed checklist, in accordance with the Quality Management Plan. This check will include a review of the plans, specifications, and typical details for conformity with the local, state and federal guidelines; as well as coordination between all discipline groups.

DELIVERABLES (PDF only): **90% Design Review Submittal Comments Log**

TASK 5 – PERMITTING ASSISTANCE

DESIGN CONSULTANT will perform various permitting coordination and assistance activities with the City of Flagstaff Regulatory Compliance Specialist throughout the Design Phase, as delineated in the following tasks.

5.1 – City of Flagstaff Permitting Coordination

DESIGN CONSULTANT will lead the permitting efforts required with the CITY Development Services Department. Confirm applicable codes and standards identified during the Preliminary Design phase and update as appropriate. Develop applicable permit applications and supporting documents in accordance with the Permitting Assistance Plan. Facilitate early coordination meetings with applicable representatives of the CITY Development Services Departments at the 30% design stage. Submit applicable Interim Submittal Review and Agency Review documents and associated reports, plans and supporting information to the CITY Development Service Departments for Building, Site, Civil and Fire plan review approvals accordingly.

The initial versions of the application packages will be assembled and submitted to CITY for review after receipt of all necessary information. Upon receipt of comments, the application packages will be finalized and include necessary CITY signatures and will then be submitted to the appropriate Department representatives.

Following submittal of the final packages, DESIGN CONSULTANT will support the application process through discussions with CITY staff and will submit additional information, as requested.

NOTE: *It is assumed that any permit fees for the Project will be paid directly by the CITY.*

***DELIVERABLES*: Draft and Final Permit Applications and Supporting Documentation (Number of copies TBD)**

5.2 – Approval to Construct Permit Coordination

If determined to be required, DESIGN CONSULTANT will lead the Approval to Construct (ATC) permitting efforts with the Coconino County Environmental Services Department (CCESD) and/or Arizona Department of Environmental Quality (ADEQ).

Prepare for and facilitate a pre-application meeting with CCESD and/or ADEQ to discuss the ATC permit requirements and required supporting information, including potential phased review requirements.

In addition to the Agency Review document set(s) and Design Report, develop an ATC permit application in accordance with applicable requirements. The initial versions of the ATC application packages will be assembled and submitted to CITY for review after receipt of all necessary information. Upon receipt of comments, the application packages will be finalized and submitted for non-expedited review to obtain the ATC.

Following submittal of the final application packages, DESIGN CONSULTANT will support the application process through additional agency discussions and will submit additional information, as requested.

NOTE: *It is assumed that applicable permit application review fees will be paid directly by the CITY.*

NOTE: *The subsequent Approval of Construction (AOC) submission is <u>not</u> included within this scope of services but will be included under a subsequent Construction Phase Services contract (if desired).*

***DELIVERABLES*: Draft and Final Permit Applications and Supporting Documentation (Number of copies TBD)**

TASK 6 – BID PHASE SERVICES

6.1 – Contractor Prequalification

If determined to be required by the CITY, DESIGN CONSULTANT will assist the CITY with CONTRACTOR prequalification, including criteria recommendations, independent bidder evaluations, and participation in a Prequalification Review meeting with CITY staff. CITY and Flagstaff Procurement Department staff will create, issue, and receive CONTRACTOR prequalification documents.

6.2 – Bid Services, Meetings and Bidder Evaluation

DESIGN CONSULTANT will facilitate and attend a Pre-Bid meeting to explain the Project's principal design elements, goals, objectives, schedule, and construction budget. During the bidding period, DESIGN CONSULTANT will answer questions from bidders, respond to RFIs, review requests for "or equal" determinations and prepare no more than three (3) addenda with detailed responses. DESIGN CONSULTANT will attend the Project Bid Opening meeting and assist the CITY will the public opening and reading of bids. DESIGN CONSULTANT will review and evaluate the responsive bids and make a recommendation to the CITY for acceptance or rejection.

DELIVERABLES (PDF only): **Addenda, Bid Tab Summary, and Bid Recommendation Memorandum**

TASK 7 – FUNDING ASSISTANCE SERVICES

7.1 – Funding Assistance Services

DESIGN CONSULTANT will review potential available supplemental funding, grant research, and financing opportunities to assist the CITY with the Project funding opportunities. Efforts will include, but not limited to, initial coordination with the Water Infrastructure Finance Authority of Arizona (WIFA) for potential low-interest loans and grants associated with the Clean Water State Revolving Funds (CWSRF) program. The DESIGN CONSULTANT will compile the identified financing opportunities, including what supporting information will be required, and summarize into a stand-alone memorandum for CITY review. Additional funding assistance efforts by DESIGN CONSULTANT shall not proceed until direction is given in writing by the CITY.

DELIVERABLES (PDF only): **Supplemental Funding Assistance Opportunities Memorandum**

TASK 8 – ALLOWANCES

DESIGN CONSULTANT will coordinate with appropriate CITY staff regarding any required modifications to the existing scope of services for the use of Task 8 – Allowances funds and provide any supporting information as applicable.

8.1 – Owner's Contingency

PURPOSE: The CITY has set aside funds in the amount of $50,000 to address unforeseen circumstances and/or events that alter the scope of work during the design or bid services.

8.2 – Miscellaneous Services and Other Direct Costs

PURPOSE: The direct costs to the DESIGN CONSULTANT will be reimbursed for

miscellaneous services and/or other direct costs (ODCs) such as, but not limited to, printing, mail, courier service, travel, and lodging.

8.3 – PONDUS Detailed Design Services

PURPOSE: Should the PONDUS evaluation per Task 2.2 be determined to be feasible and cost-effective for inclusion in this Project, the associated detailed design efforts (drawings and specifications) will be funded through this allocated Allowance.

TIME OF PERFORMANCE

The work covered by this design services Task Order will be complete within 16 months from the receipt of written Notice to Proceed (NTP) from CITY, in accordance with the preliminary schedule presented in EXHIBIT C.

PAYMENT

Payment for the items listed herein shall include a Not-to-Exceed amount of **$1,252,024** based on the actual expended manhours and costs estimated in EXHIBIT B plus Subconsultants in the amount of **$483,457**, for a base Project amount of **$1,735,481**.

Additional Allowances in the amount of **$155,000** are also included as defined in Exhibit A, for a total contract Not-to-Exceed amount of **$1,890,481**.

EXHIBIT A-1

CITY RESPONSIBILITIES

The following items to be completed by the CITY are intended to supplement the requirements set forth in the DESIGN CONSULTANT Agreement:

1. Supply an approved Equipment List and costs for the principal equipment to be designed and installed at the digester and digester complex facilities.

2. As requested, aid the DESIGN CONSULTANT in gaining access to and making provisions for the DESIGN CONSULTANT to enter upon public and private land as required for the DESIGN CONSULTANT to perform its work under this Contract.

3. Provide all CITY standards, specifications, and details that are to be incorporated into the design.

4. Review and provide written comments to DESIGN CONSULTANT's questions, draft and interim submittals, and other design review materials in a timely manner within the appropriate review/comment period(s) as identified on the Project Schedule.

5. Furnish, to the extent reasonable, available copies of all calculations, reports, and data applicable to the WHWRP.

6. Furnish information regarding CITY utilities (existing and/or proposed) near the proposed WHWRP Digester Complex.

7. Obtain all easements and rights-of-way (as applicable).

8. Directly pay all Building and Fire Department review fees (for civil, building and fire plan reviews), as applicable.

EXHIBIT A-2

SUPPLEMENTAL SERVICES

Supplemental Services are defined as those services that are not included in the base services in EXHIBIT A, but that may be provided during the Project duration if requested by the CITY. If directed by CITY, Supplemental Services will be provided by DESIGN CONSULTANT for additional compensation as agreed to by DESIGN CONSULTANT and CITY, anticipated to be handled through available Allowance funds as appropriate. Supplemental Services may include, but not necessarily limited to, the following:

1. Evaluation of new or significantly revised process technologies, facilities, and related appurtenances as a result of significant changes to the identified "General Scope of Project" elements listed herein, which may be required due to project budget limitations.

2. Assistance to the CITY in plotting, computing, filing descriptions and/or obtaining rights-of-way, easements, and property.

3. Process pilot testing, if required, unless specifically identified herein.

4. Computational fluid dynamic (CFD) modeling of structures and/or process components, if required, unless specifically identified herein.

5. Efforts related to mitigation of burrowing owls or other protected species, if required.

6. Additional facility tours or site visits to facilities other than those identified in the Phoenix metropolitan area.

7. Additional SCADA-related evaluations beyond those identified, such as assessing the plant's existing SCADA system, evaluating, and recommending a new plantwide SCADA system, or a new SCADA master plan. NOTE: This also excludes work associated with SCADA system design, programming standards, PLC configuration standards, control and monitoring standards, and similar detailed design work (some or all of which is anticipated to be included in supplemental Detailed Design phase efforts).

8. Efforts related to Preliminary and/or Detailed Design Value Engineering.

9. Additional treatment technologies.

10. Additional evaluation of equipment.

11. Additional time associated with evaluation.

EXHIBIT A

CITY OF FLAGSTAFF WATER SERVICES DEPARTMENT
WILDCAT HILL WATER RECLAMATION PLANT (WHWRP) DIGESTER COMPLEX DESIGN AND BID SERVICES
CITY PROJECT NO. 2021-122

ENGINEERING SERVICES FEE PROPOSAL - DETAILED DESIGN AND BID PHASE SERVICES - FINAL
AUGUST 22, 2022

TASKS	ESTIMATED CAROLLO MANHOURS AND PROJECT COSTS												
	Project Principal	Project Manager	Cost Estimator	Senior Project Professional	Lead Project Professional	Project Professional	Assistant Project Professional	Senior CADD Technician	Assistant CADD Techician	Graphics	Admin / Doc Processing	Carollo Manhours Per Task	Carollo Labor Cost Per Task
TASK 1 – PROJECT MANAGEMENT													
Task 1.1 - Project Control and Reporting (16 Months)		64										64	$ 17,811
Task 1.2 - Project Meetings													
Task 1.2.1 - Design Phase Kickoff Meeting (In-person)		8		8	8	8						32	$ 6,830
Task 1.2.2 - Monthly Project Update Meetings (12 Virtual)		12		12	12	12						48	$ 10,245
Task 1.2.3 - Design Submittal Review Workshops (30%, 60%, 90%, 3 In-person)		24		32	24	32	24					136	$ 26,755
Task 1.3 - FWC and City Council Meetings (3 In-Person)	16	16		24	24					24		104	$ 23,057
Task 1.4 - Project Schedule (16 Months)		8										8	$ 2,226
Task 1.5 - Subconsultant Management (16 Months)		32										32	$ 8,906
SUBTOTAL TASK 1 – PROJECT MANAGEMENT	**16**	**164**	**0**	**76**	**68**	**52**	**24**	**0**	**0**	**24**	**0**	**424**	**$ 95,830**
TASK 2 – PRELIMINARY DESIGN													
Task 2.1 - Solids Loading Assessment		8		24			40				8	80	$ 14,113
Task 2.2 - New Digestion Facilities Assessment		8			24	24	40				8	104	$ 16,604
Task 2.3 - Support Facilities and Utilities Assessment		8				24	40				8	80	$ 12,076
Task 2.4 - Electrical System Strategies		16									8	24	$ 5,396
Task 2.5 - I&C and SCADA System Strategies		16									8	24	$ 5,396
Task 2.6 - Existing Digestion Facilities Rehab and Replace Assessment		8		24	32		8				8	80	$ 15,925
Task 2.7 - Geotechnical Investigation					8							8	$ 1,509
Task 2.8 - Topographical Survey								8				8	$ 1,434
Task 2.9 - Drainage Report		8				24					8	40	$ 6,792
Task 2.10 - Design Technical Memorandum (Included above)												0	$ -
Task 2.11 - Preliminary (30%) Design Review Submittal Package		24		112	136	136	136	152	240		12	948	$ 156,473
Task 2.12 - Preliminary Design (30%) Cost Estimate		4	108				16					128	$ 33,283
Task 2.13 - Basis of Design Report (30% Design)	4	16		16	16		80	8	8			148	$ 25,491
SUBTOTAL TASK 2 – PRELIMINARY DESIGN	**4**	**116**	**108**	**176**	**216**	**208**	**360**	**168**	**248**	**0**	**68**	**1,672**	**$ 294,492**
TASK 3 – DETAILED DESIGN													
Task 3.1 - Interim (60%) Design Review Submittal Package		48	120	184	232	232	240	232	360		24	1,672	$ 290,908
Task 3.2 - Interim (90%) Design Review Submittal Package		48	136	192	240	240	240	320	464		32	1,912	$ 329,927
Task 3.3 - Final (100%) Contract Documents		16	24	56	64	72	64	72	120		16	504	$ 85,812
SUBTOTAL TASK 3 – DETAILED DESIGN	**0**	**112**	**280**	**432**	**536**	**544**	**544**	**624**	**944**	**0**	**72**	**4,088**	**$ 706,646**

TASKS	ESTIMATED CAROLLO MANHOURS AND PROJECT COSTS												
	Project Principal	Project Manager	Cost Estimator	Senior Project Professional	Lead Project Professional	Project Professional	Assistant Project Professional	Senior CADD Technician	Assistant CADD Technician	Graphics	Admin / Doc Processing	Carollo Manhours Per Task	Carollo Labor Cost Per Task
TASK 4 – QUALITY MANAGEMENT													
Task 4.1 - Quality Management Plan		4				8					8	20	$ 3,264
Task 4.2 - Technical Peer Reviews	8	4		4		4						20	$ 5,113
Task 4.3 - Operability Reviews		4		16		4						24	$ 5,491
Task 4.4 - Constructability Reviews		4		16		4						24	$ 5,491
Task 4.5 - Detailed Quality Management Checks		264										264	$ 73,471
SUBTOTAL TASK 4 – QUALITY MANAGEMENT	**8**	**280**	**0**	**36**	**0**	**20**	**0**	**0**	**0**	**0**	**8**	**352**	**$ 92,830**
TASK 5 – PERMITTING ASSISTANCE													
Task 5.1 - City of Flagstaff Permitting Coordination		4				40						44	$ 7,151
Task 5.2 - ATC Permit Coordination		4				40						44	$ 7,151
SUBTOTAL TASK 5 – PERMITTING ASSISTANCE	**0**	**8**	**0**	**0**	**0**	**80**	**0**	**0**	**0**	**0**	**0**	**88**	**$ 14,302**
TASK 6 – BID PHASE SERVICES													
Task 6.1 - Contractor Prequalification		8		16			24					48	$ 9,170
Task 6.2 - Bid Services, Meetings, and Bidder Evaluation		16				40						56	$ 10,490
SUBTOTAL TASK 6 – BID PHASE SERVICES	**0**	**24**	**0**	**16**	**0**	**40**	**24**	**0**	**0**	**0**	**0**	**104**	**$ 19,660**
TASK 7 – FUNDING ASSISTANCE SERVICES													
Task 7.1 - Funding Assistance Services		8		40		40	80					168	$ 28,264
SUBTOTAL TASK 7 – FUNDING ASSISTANCE SERVICES	**0**	**8**	**0**	**40**	**0**	**40**	**80**	**0**	**0**	**0**	**0**	168	**$ 28,264**
TOTAL MANHOURS	**28**	**712**	**388**	**776**	**820**	**984**	**1,032**	**792**	**1,192**	**24**	**148**	**6,896**	**$ 1,252,024**
Hourly Billing Rates [1]	*$306.60*	*$278.30*	*$278.30*	*$235.85*	*$188.68*	*$150.94*	*$132.08*	*$179.25*	*$127.36*	*$146.23*	*$117.92*		
TOTAL NOT-TO-EXCEED LABOR COSTS	**$8,585**	**$198,150**	**$107,980**	**$183,020**	**$154,718**	**$148,525**	**$136,307**	**$141,966**	**$151,813**	**$3,510**	**$17,452**		**$ 1,252,024**

NOTES:

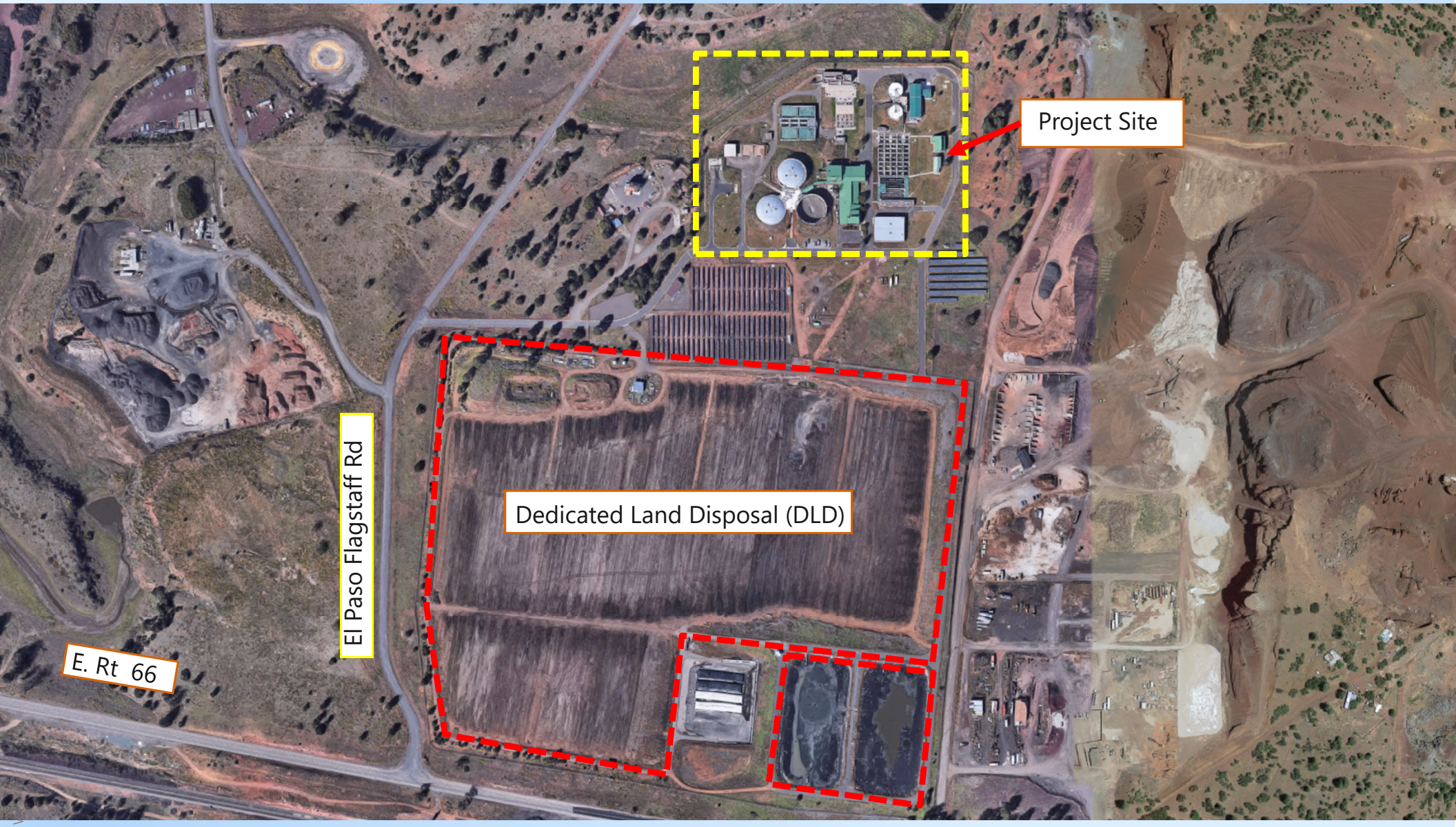
(1) Hourly rates include Direct Labor, Overhead, and Profit.

(2) Owner's Design Contingency is a budget for Supplemental Services (if desired)

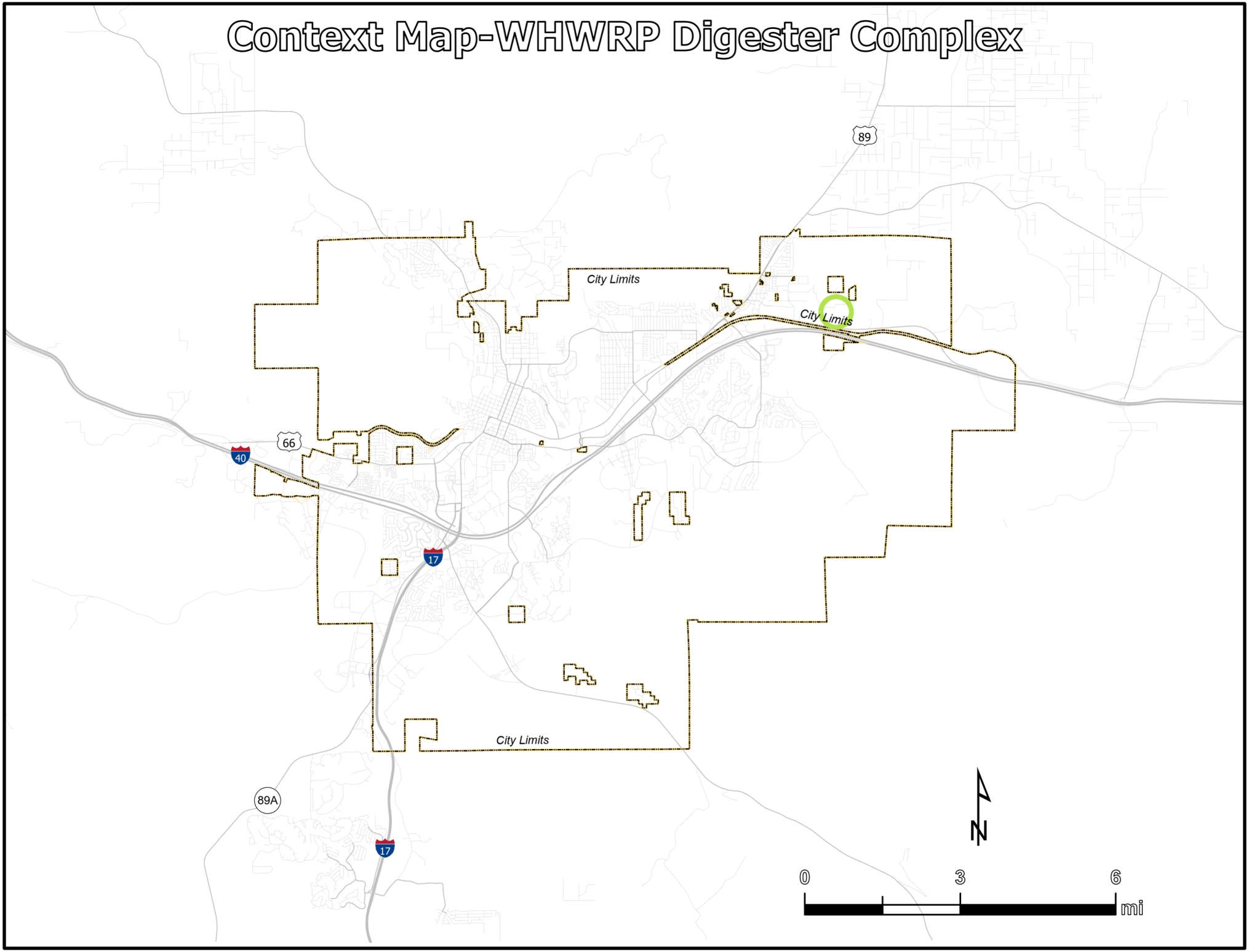
(3) Subconsultants include a 0% markup

OTHER DIRECT COSTS (ODCs) - SUBCONSULTANTS [3]			**Markup**	
EIC Engineers	$	448,457	1.0	**$ 448,457**
Geotechnical Subconsultant	$	25,000	1.0	**$ 25,000**
Survey Subconsultant	$	10,000	1.0	**$ 10,000**
BASE PROJECT ENGINEERING SERVICES FEE (NOT-TO-EXCEED)				**$ 1,735,481**
TASK 8 - ALLOWANCES:				
Task 8.1 - Owner's Design Contingency [2]				**$ 50,000**
Task 8.2 - Miscellaneous Services and Other Direct Costs (ODCs)				**$ 5,000**
Task 8.3 - PONDUS Detailed Design Services (if required, assume 15 drawings)				**$ 100,000**
TOTAL ESTIMATED ENGINEERING SERVICES FEE (NOT-TO-EXCEED)				**$ 1,890,481**

Vicinity Map-WHWRP Digester Complex



Context Map-WHWRP Digester Complex



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Wesley Welch, Associate Planner
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-25: An ordinance of the City Council of the City of Flagstaff amending the Flagstaff City Code, Title 11, General Plans and Subdivision, Division 11-10.20: Additional Procedures for Comprehensive Plan Updates, New Elements, and Major Amendments to the General Plan, providing for repeal of conflicting ordinances, severability, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-25 by title only for the final time
2) City Clerk reads Ordinance No. 2022-25 by title only (if approved above)
3) Adopt Ordinance No. 2022-25

Executive Summary:

The proposed amendment is to remove a reference to the public participation procedures within Flagstaff City Code Title 10, Zoning Code that conflict with the requirements for public participation procedures within Flagstaff City Code Title 11, General Plans and Subdivision. The amendment also modifies the major plan amendment application process procedures in alignment with House Bill 2482 which requires that plan amendments be presented in a City Council public hearing within 12 months of the submission of the application. This new legislation removes the requirement for all major plan amendments to be presented at a single public hearing during the calendar year.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed City Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed City Code Text Amendment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High Performing Governance - Serve the public by providing high quality customer service.

Carbon Neutrality Plan

CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Regional Plan

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Has There Been Previous Council Decision on This:

There have been no previous Council decisions on this.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

The proposed amendment includes the following:

Delete Section 11-10.20.010.E

~~E. All Comprehensive Plan updates are subject to the public participation procedures established in Section 10-20.30.060, Neighborhood Meeting.~~

And modify Section 11-10.20.020.B.1.a as follows:

B. Supplemental Procedures for Major Plan Amendments. In addition to the common procedures provided in Section 11-10.10.020, a major amendment to the General Plan shall be adopted in the following manner:

1. Application Deadline.
   a. All applications for major plan amendments to the General Plan shall be **presented at a City Council public hearing within twelve months of the date of submission of a complete application.** ~~heard by the Council at a single public hearing during the calendar year in which they are filed. In order to provide sufficient time for comprehensive review of an application for a major plan amendment, the Director shall determine the application date each year for major plan amendment requests. The following typical submittal dates apply:~~
   ~~April 1st – Pre-application meeting deadline;~~
   ~~May 1st – Application deadline for completeness review of the application by the Review Authority;~~
   ~~July 1st – Application deadline for submittal of the final application;~~
   ~~October – Planning Commission public hearings commence;~~
   ~~December – Council public hearing.~~
   ~~b. Incomplete applications or applications submitted after the July 1st deadline established in subsection (B)(1)(a) of this section will not be processed.~~

Key Considerations:

A City Code Text Amendment shall be evaluated based on the following findings:

A. Finding #1: The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

The proposed amendment supports the objectives and policies of the General Plan by supporting the process and procedures for major plan amendments.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The proposed amendment is to ensure City Code is in alignment with current state law and to correct a conflict between procedures listed in two separate divisions of City Code.

C. Finding #3: The proposed amendment is internally consistent with other applicable provisions of City Code.
The proposed amendment corrects an internal conflict between Title 10, Zoning Code and Title 11, General Plans and Subdivision and updates City Code with recent Arizona legislative changes.

Attachments: Ord. 2022-25
Application

ORDINANCE NO. 2022-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 11, GENERAL PLANS AND SUBDIVISION, DIVISION 11-10.20: ADDITIONAL PROCEDURES FOR COMPREHENSIVE PLAN UPDATES, NEW ELEMENTS, AND MAJOR AMENDMENTS TO THE GENERAL PLAN, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Flagstaff City Code Title 11, General Plans and Subdivision, Division 11-10.20: Additional Procedures for Comprehensive Plan Updates, New Elements, and Major Amendments to the General Plan; and

WHEREAS, the Arizona Revised Statues have been amended to modify the application review timeframes for Major Regional Plan Amendments (HB 2482); and

WHEREAS, the Planning and Zoning Commission held a public hearing on September 14, 2022, and provided a recommendation to City Council on the proposed City Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed City Code text amendment to be in compliance with Arizona Revised Statues.

ENACTMENTS:

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Flagstaff City Code, Title 11, General Plans and Subdivision, Division 11-10.20: Additional Procedures for Comprehensive Plan Updates, New Elements, and Major Amendments to the General Plan, is hereby amended as follows:

11-10.20.010 Comprehensive Plan Updates

A. A Comprehensive Plan update shall be initiated by the City and includes the adoption of a new General Plan or readoption of the City General Plan pursuant to A.R.S. Section 9-461.06.

B. The adoption of a new General Plan or readoption of the General Plan shall follow the common procedures for General Plan amendments (Section 11-10.10.020) and the procedures for a major plan amendment (Section 11-10.20.020), except that it need not be heard at a single public hearing held during the calendar year in which the application was filed.

C. The adoption of a new General Plan or readoption of the General Plan shall be approved by resolution of the Council by an affirmative vote of at least two-thirds (2/3) of the members of the Council, and ratified by the voters pursuant to A.R.S. Section 9-461.06.

D. Pursuant to A.R.S. Section 9-461.06, a comprehensive update of the General Plan must be conducted and ratified by the citizens of Flagstaff at least once every ten (10) years. However, changing conditions may warrant a comprehensive update on a more frequent basis as determined by the Council.

~~E. All Comprehensive Plan updates are subject to the public participation procedures established in Section 10-20.30.060, Neighborhood Meeting.~~

F. Ratification.

1. Each new or readopted General Plan shall be submitted to the voters for ratification at the next regularly scheduled municipal election or at a special election scheduled at least one hundred twenty (120) days after the governing body adopted the General Plan pursuant to A.R.S. Section 16-204. The Council shall include a general description of the General Plan and its elements in the municipal election pamphlet and shall provide copies of the proposed General Plan to the public in at least two (2) locations that are easily accessible to the public, which may include posting on the City's official Internet website.

2. If a majority of the qualified electors voting on the proposition approves the new or readopted General Plan, it shall become effective as provided by law.

3. If a majority of the qualified electors voting on the proposition fails to approve the new or readopted General Plan, the current General Plan remains in effect until a new or readopted General Plan is approved by the voters pursuant to this section. The Council may resubmit the proposed new or readopted General Plan, or revise the new or readopted General Plan as provided by this section for subsequent submission to the voters. (Ord. 2015-13, Amended, 06/02/2015)

11-10.20.020 Major Plan Amendments and New Elements

A. Major Plan Amendment Criteria. Major amendments to the General Plan are substantial alterations of the City's land use mixture or balance as established in the City's existing General Plan land use element and which involve changes that have an impact on large areas of the General Plan and/or can affect other issues or policies. These amendments alter the substance or intent of major General Plan policies. The criteria for determining whether a proposed change, including an annexation or a specific plan, will be treated as a major plan amendment can be found in the General Plan.

B. Supplemental Procedures for Major Plan Amendments. In addition to the common procedures provided in Section 11-10.10.020, a major amendment to the General Plan shall be adopted in the following manner:

1. Application Deadline.

a. All applications for major plan amendments to the General Plan shall be PRESENTED AT A CITY COUNCIL PUBLIC HEARING WITHIN TWELVE MONTHS OF THE DATE OF SUBMISSION OF A COMPLETE APPLICATION. ~~heard by the Council at a single public~~

~~hearing during the calendar year in which they are filed. In order to provide sufficient time for comprehensive review of an application for a major plan amendment, the Director shall determine the application date each year for major plan amendment requests. The following typical submittal dates apply:~~

~~April 1st – Pre-application meeting deadline;~~

~~May 1st – Application deadline for completeness review of the application by the Review Authority;~~

~~July 1st – Application deadline for submittal of the final application;~~

~~October – Planning Commission public hearings commence;~~

~~December – Council public hearing.~~

~~b. Incomplete applications or applications submitted after the July 1st deadline established in subsection (B)(1)(a) of this section will not be processed.~~

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan (General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. 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 8. 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 9. 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 4th day of October, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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 Zoning Code Text Amendment	File Number
8/8/22		

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff – PDS	Planning Director	928-213-2607	Michelle.McNulty@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue		Flagstaff, AZ 86001	
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol	Zoning Code Manager	928-213-2605	tantol@flagstaffaz.gov
Mailing Address		**City, State, Zip**	
211 W Aspen Avenue		Flagstaff, AZ 86001	

Property Address N/A	City, State, Zip

Application Name: ***Title 11 Major Regional Plan Application Requirements***
Zoning Code Text Amendment
Chapter Name and Number: 11-10: General Plans
Division Name and Number: 11-10.20: Additional Procedures for Comprehensive Updates, New Elements, and Major Amendments to the General Plan
Section Name and Number: 11-10.20.010 Comprehensive Plan Updates & 11-10.20.020 Major Plan Amendments and New Elements
Chapter Name and Number:
Division Name and Number:
Section Name and Number:
Chapter Name and Number:
Division Name and Number:
Section Name and Number:

Additional Information:

Owner's Signature (required)	Date:	Representative Signature (If applicable)	Date:
	8/29/22		8/8/22

For City Use

Date Filed:	**File Number(s):**	**Fee Receipt Number:**
P & Z Hearing Date:	**Publication and Posting Date:**	**Amount:**
Council Hearing Date:	**Publication and Posting Date:**	**Date:**
Received by:	**Comments:**	

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Martin Ince, Multi-Modal Planner
Co-Submitter:	Robert Wallace, Open Space Specialist
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-26: An ordinance of the Flagstaff City Council authorizing the acquisition of real property for open space and the Flagstaff Urban Trail System purposes; providing for delegation of authority, severability, repeal of conflicting ordinances, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-26 by title only for the final time
2) City Clerk reads Ordinance No. 2022-26 by title only (if approved above)
3) Adopt Ordinance No. 2022-26

Executive Summary:

This ordinance will authorize acquisition of easements and parcels using $2 million in remaining funds from the 2004 Neighborhood Open Space and FUTS Land Acquisition bond. These acquisitions will support expansion of the Flagstaff Urban Trails System (FUTS), preservation of natural areas within the community, and connectivity with regional trails and open space. The ordinance also establishes priorities for acquisition.

Financial Impact:

The 2004 bond funds have been allocated and budgeted. The City will use the approximate remainder of $2M to complete the project.

Policy Impact:

- Contributes to the implementation of the Open Space and Greenways Plan
- Supports the FUTS Master Plan implementation
- Supports the Active Transportation Master Plan

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Related Priority Based Budget Key Community Priorities and Objectives:

- High Performance Governance:
  - Encourage public trust through transparency, accessibility & use of the City's public participation policy.
- Safe and Healthy Community:

    - Promote physical health through providing recreation opportunities, parks, open space, and multiple transportation options.
- Inclusive and Engaged Community:
    - Promote environmental justice and the fair distribution of environmental benefits.
- Sustainable, Innovative Infrastructure:
    - Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Robust Resilient Economy:
    - Embrace and invest in responsible tourism opportunities to promote economic development.
- Livable Community:
    - Provide amenities and activities that support a healthy lifestyle.
- Environmental Stewardship:
    - Promote, protect, and enhance a healthy, sustainable environment and its natural resources.

Related Carbon Neutrality Plan Goals and Strategies:

This funding supports CNP implementation, especially Goal One: Achieve carbon neutrality by 2030; and Goal Two: Prepare Flagstaff's communities, systems, and resources to be more resilient to climate change impacts. The most aligned CNP carbon neutrality plan numbers are DD-3, DD-2, and ES-2.

- **Carbon Neutrality Plan Strategy 1** DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.
- **Carbon Neutrality Plan Strategy 2** DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- **Carbon Neutrality Plan Strategy 3** ES-2: Proactively engage community members on an ongoing basis.

Related Regional Plan Items:

- Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.
- Goal ED.7. Continue to promote and enhance Flagstaff's unique sense of place as an economic driver.
- Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.
- Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
- Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.
- Policy OS.1.2. While observing private property rights, preserve natural resources and priority open lands, under the general guidance of the Flagstaff Area Open Space and Greenways Plan and the Natural Environment maps.
- Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.
- Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.
- Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborwoods.
- Policy LU.18.5. Plan for and support multi-modal activity centers and corridors with an emphasis on pedestrian and transit friendly design.
- 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:

In December of 2009, the City Council approved Ordinance 2009-41, an ordinance of the City of Flagstaff Authorizing the acquisition of neighborhood open space and those urban trail easements necessary for the extension of the Flagstaff Urban Trails System. This action initially authorized the acquisition of property for the extension of the Flagstaff Urban Trail System and Open Space acquisition.

On September 13, 2022, the Council reviewed the updated acquisition plan for FUTS and open space during a Council work session.

Options and Alternatives:

- Option A – Approve and adopt Ordinance No. 2022-26 as submitted authorizing the acquisition of neighborhood open space and those urban trail easements necessary for the extension of the Flagstaff Urban Trails System.
    - Generally, City staff will seek to acquire first-priority property interests by mutual agreement with property owners, but if no agreement is reached, City staff will seek to acquire second- or third-priority property interests. The City Council may authorize condemnation of property interests if no agreement can be reached.
- Option B - Approve and adopt Ordinance No. 2022-26, but amend Exhibit 1 to clarify or revise acquisition priorities due to funding limitations or for other reasons.
    - City Council may require complete acquisition of all first-priority property interests, before acquiring second- or third-priority property interests.
    - City Council may re-prioritize any property interest.
- Option C – Do not read and adopt Ordinance No. 2022-26. This would result in leaving the 2009 Ordinance in place as the direction for property acquisitions for open space and urban trail easements necessary for the extension of the Flagstaff Urban Trails System

Background/History:

The Neighborhood Open Space and FUTS Land Acquisition bond was approved by Flagstaff voters in 2004 as Proposition 302. The bond provides a total of $7.6 million for acquisition of neighborhood open space and FUTS corridors.

Since the bond was approved, proceeds have been used to acquire easements and parcels for a number of FUTS trails, including portions of the Arizona Trail, Fourth Street Trail, Karen Cooper Trail, Sheep Crossing Trail, and Switzer Canyon Trail, among others. Bond funds have also been used, in combination with other sources, to acquire several significant open space parcels, including the Picture Canyon Preserve and Observatory Mesa Natural Area.

Staff has been working to update the acquisition plan for the remainder of the bond funds, which is slightly more than $2 million. The updated acquisition plan includes:

- Easements and parcels for FUTS trails that are shown on the FUTS master plan and identified as first-priority segments. The acquisition plan generally covers FUTS trails that are anticipated over the next 20 years.
- Property rights for other trails and facilities that support the FUTS, regional recreational trails, and open space, such as singletrack connecting trails, trailheads, and forest access points. These facilities are included in the draft Active Transportation Master Plan.
- Larger open space tracts identified and prioritized by the Open Spaces Commission.

The last category includes six tracts that were identified as open space opportunities, and subsequently reviewed and ranked by the Open Spaces Commission. All of these parcels would help implement the Commission’s strategy for a comprehensive and cohesive open space system. Of the six parcels, Hoffman Tank was ranked as the top priority for acquisition by the Commission. This area has several open space qualities, including connecting the Bow and Arrow and Rio de Flag greenways with the National Forest, allowing FUTS connectivity, providing a buffer for the Arizona National Scenic Trail, and

maintaining an important wildlife corridor.

Staff has worked with the City's real estate manager to develop cost estimates for acquisitions on the list solely for planning purposes. The cost estimates are not based upon appraisals, and therefore are not a determination of fair market value or the amount the City will offer for purchase of the listed property interests.

Council authority is required for acquisition of land, easements, or other property rights. Previously, authority for acquisition with bond proceeds was granted via Ordinance 2009-41: An Ordinance of the Mayor and Council of the City of Flagstaff Authorizing the acquisition of neighborhood open space and those urban trail easements necessary for the extension of the Flagstaff Urban Trails System. The draft ordinance replaces Ordinance No. 2009-41 and authorizes acquisitions per the updated plan.

The Flagstaff Urban Trails System is a city-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation. FUTS trails vary from trails that are located along busy streets to traversing canyons, riparian areas, meadows, and forests – all within the urban area of Flagstaff. The system connects neighborhoods, shopping, places of employment, schools, parks, open space, and the surrounding National Forest, and allows users to combine transportation and recreation.

The Flagstaff Open Space System is a city-wide dispersed grouping of natural areas preserved by the City for the purpose of ensuring the quality of life will continue for generations to come. Qualities of the open space system include undeveloped or minimally developed lands designated to protect natural resources that serve as a buffer from development, add to Flagstaff's character and attraction, protect biodiversity, improve environmental quality, protect historic and cultural resources, provide for non-motorized transportation, enhance education, and provide opportunities for recreation. The open space system's goal is to provide a network of connected natural areas dispersed throughout the city to provide all Flagstaff residents with a 10-minute walking access time.

Key Considerations:

Since voter approval of the 2004 bond fund, City staff have been working to complete the direction provided by Ordinance No. 2009-41 necessary for the extension of the Flagstaff Urban Trails System and Open Space System. Approval of the updated ordinance is sought to update the list of property interests to be acquired and is intended to help complete the project approved by the voters.

Expanded Financial Considerations:

Funding for Open Space and FUTS acquisitions is provided by the Neighborhood Open Space and FUTS Land Acquisition bond. There is approximately $2 million remaining in this bond fund.

Community Benefits and Considerations:

Community Growth

- An integrated FUTS and open space system will reduce traffic congestion, noise, pollution, infrastructure deterioration, and changes in community character.
- Reducing transportation emissions is a priority in the CNP.

Community Health

- People living in walkable neighborhoods get about 35-45 more minutes of moderate-intensity physical activity per week and are substantially less likely to be overweight.
- Obesity rates have risen dramatically. Being physically active is more than a personal decision; community design and the availability of FUTS and Open Space strongly influence how active

people are.

Economic Benefit

- Access to trails and nature is one of the key reasons people visit our community.
- Maintaining our communities' character with FUTS and Open Space dispersed throughout the city will promote Flagstaff as a highly desirable place to live and visit.

Equity

- Research shows trails and open space have a positive impact on low-income urban communities, by filling gaps in health inequalities.

Resilience

- Open Space captures precipitation, reduces stormwater management costs, reduces air pollution control costs, act as carbon sinks, and protects habitats that allow for stabilizing biodiversity.
- Trails and Open Space satisfy resilient framework strategies or green infrastructure, an interconnected network support environmental health and provide a wide array of benefits to people—including trail recreation– and wildlife.

Community Involvement:

Citizens first initiated the concept of open space and an urban trail system and have been involved in various committees throughout the evolution of the trail system and open space acquisition. They provide input in the Open Spaces Commission, Beautification and Public Art Commission, Parks and Recreation Commission, the Bicycle Advisory Committee, and the Pedestrian Advisory Committee.

Flagstaff Urban Trails System and Open Space were approved by voters in 2004 identifying these as desirable benefits to citizens city-wide.

Attachments:

Ord. 2022-26
Acquisition summary
Acquisition parcel list
Acquisition maps
Prop 302 language
Council staff summary - Ordinance 2009-41

ORDINANCE NO. 2022-26

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR OPEN SPACE AND FLAGSTAFF URBAN TRAIL SYSTEM PURPOSES; PROVIDING FOR DELEGATION OF AUTHORITY, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter the City shall acquire real property by ordinance; and

WHEREAS, pursuant to Article I, Section of the Flagstaff City Charter the City may acquire real property, easements, and other real property interests by purchase, gift, devise, exchange, or condemnation; and

WHEREAS, a majority of the qualified electors voting in the May 18, 2004, General Election and Bond Authorization Special Election, approved Proposition 302, authorizing the issuance of $7.6 million in general obligation bonds for the purpose of acquiring real property for open space and Flagstaff Urban Trail System ("FUTS") purposes; and

WHEREAS, on December 15, 2009, the City Council approved Ordinance No. 2009-41 establishing priorities for acquisition of property for open space and FUTS purposes; and

WHEREAS, the City Council desires to update its priorities for acquisition of property for open space and FUTS purposes, and has considered the recommendations of the Parks and Recreation, Open Space, Pedestrian Advisory Commission, and Bicycle Advisory Committees, regarding priorities for acquisition of property for open space and FUTS purposes.

ENACTMENTS:

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

SECTION 1. In General.

The City of Flagstaff is hereby authorized to acquire real property interests for open space and the FUTS, as described and prioritized in the chart attached hereto as Exhibit 1 ("Properties") and generally located as shown in the map attached hereto as Exhibit 2, by purchase, gift, devise, exchange, or condemnation for a public use.

The City Council shall be consulted prior to the filing of any condemnation proceeding, and in its discretion may adopt a resolution authorizing the filing, referring to this ordinance, and including a legal description and map of the property to be acquired; said resolution shall be immediately effective.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Engineer, City Clerk, Finance Director, Community Development 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 Properties and to carry out the purpose and intent of this ordinance.

The City Council hereby gives its prior approval, and City Manager is hereby delegated authority to approve any purchase contract for a Property in an amount of $50,000 or more, so long as the purchase price is reasonably consistent with the City's appraisal of just compensation to be paid.

SECTION 2. 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 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. Ordinance No. 2009-41 is repealed as of the effective date of this ordinance.

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 become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of October, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

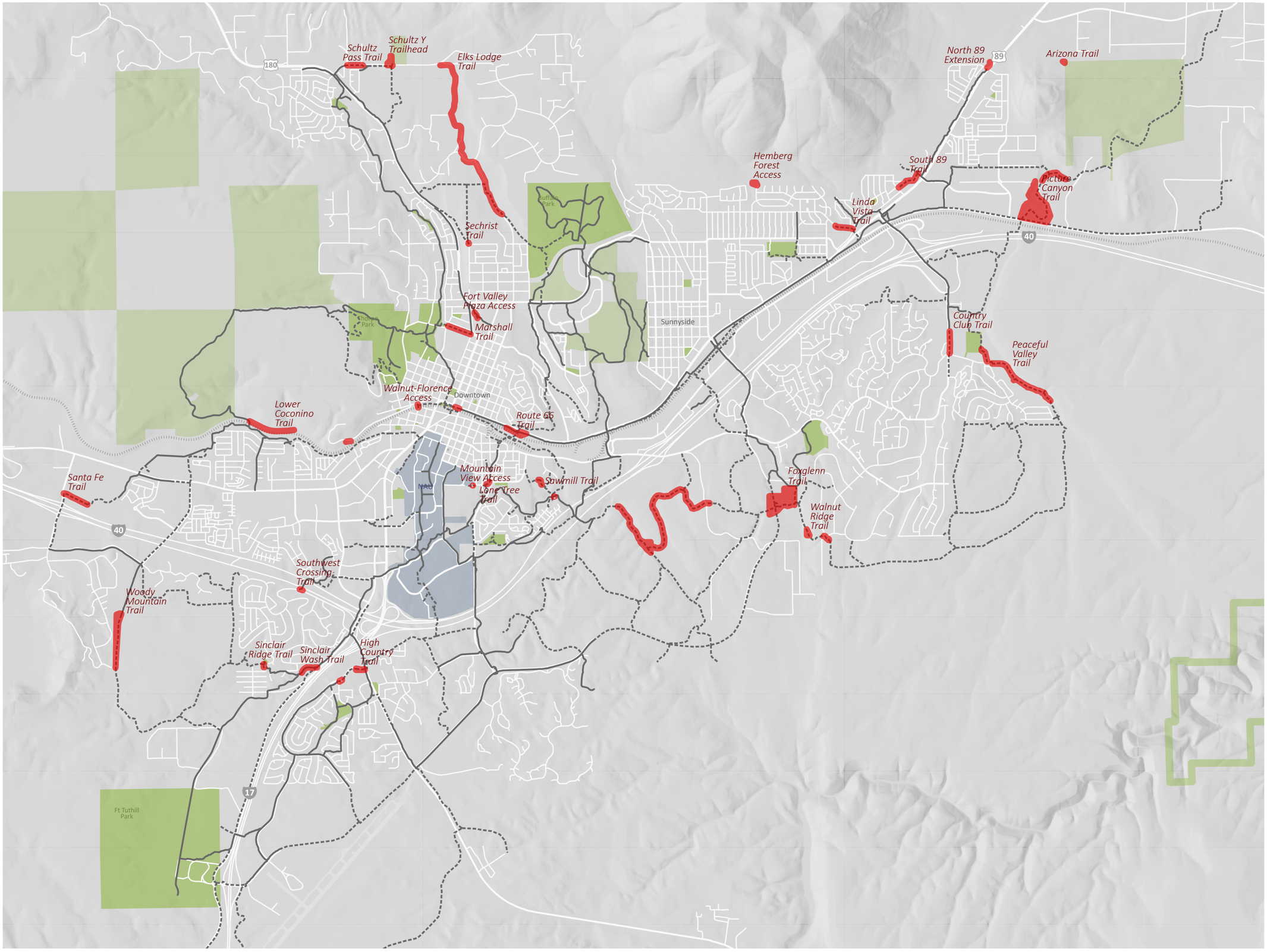
Attachments:
Exhibit 1 Chart of Properties including Priorities for Acquisition
Exhibit 2 Map showing Location of Properties

FUTS | first priority				
Project name	Count	Supports	Acres	Est cost
Arizona Trail	1	Singletrack	0.09	3,053
Country Club Trail	1	FUTS	0.52	295
Elks Lodge Trail	23	Singletrack	3.67	204,302
Fort Valley Plaza Access	1	FUTS	0.21	80,565
Foxglenn Trail	7	FUTS	26.14	197,359
Hemberg Forest Access	1	Forest access	0.49	223,860
High Country Trail	2	FUTS	0.54	16
Linda Vista Trail	2	FUTS	0.56	0
Lone Tree Trail	1	FUTS	0.07	50,242
Lower Coconino Trail	3	Singletrack	1.05	2,070
Marshall Trail	2	FUTS	0.55	89,646
Mountain View Access	1	FUTS	0.00	0
North 89 Extension	1	Singletrack	0.11	27,987
Peaceful Valley Trail	5	Singletrack	2.80	12,192
Picture Canyon Trail	3	Singletrack	26.65	255,389
Route 66 Trail	2	FUTS	0.92	136,530
Santa Fe Trail	2	Singletrack	0.81	82,268
Sawmill Trail	2	FUTS	0.21	46,824
Schultz Pass Trail	5	Singletrack	0.48	28,914
Schultz Y Trailhead	1	Tralhead	1.16	64,954
Sechrist Trail	2	FUTS	0.01	1,020
Sinclair Ridge Trail	2	FUTS	0.12	5,145
Sinclair Wash Trail	2	FUTS	0.52	12,900
South 89 Trail	4	FUTS	0.80	180,654
Southwest Crossing Trail	1	FUTS	0.03	11,043
Walnut Ridge Trail	4	Singletrack	0.64	42,655
Walnut-Florence Access	2	FUTS	0.10	9,121
Woody Mountain Trail	1	Singletrack	3.68	138,721
			72.95	1,907,725

Open space areas					
Area	Count	Supports	Acres	Est cost	Priority
OS1	7	Open space	60.56	--	3 Third
OS2	1	Open space	166.67	--	2 Second
OS3	4	Open space	35.45	--	2 Second
OS4	1	Open space	39.50	--	3 Third
OS5	2	Open space	71.08	958,182	1 First
OS6	2	Open space	16.00	--	2 Second
OS7	12	Open space	31.65	--	--
			420.93		

FUTS | open space acquisition plan

FUTS | first priority



FUTS | first priority

Existing FUTS

Planned FUTS

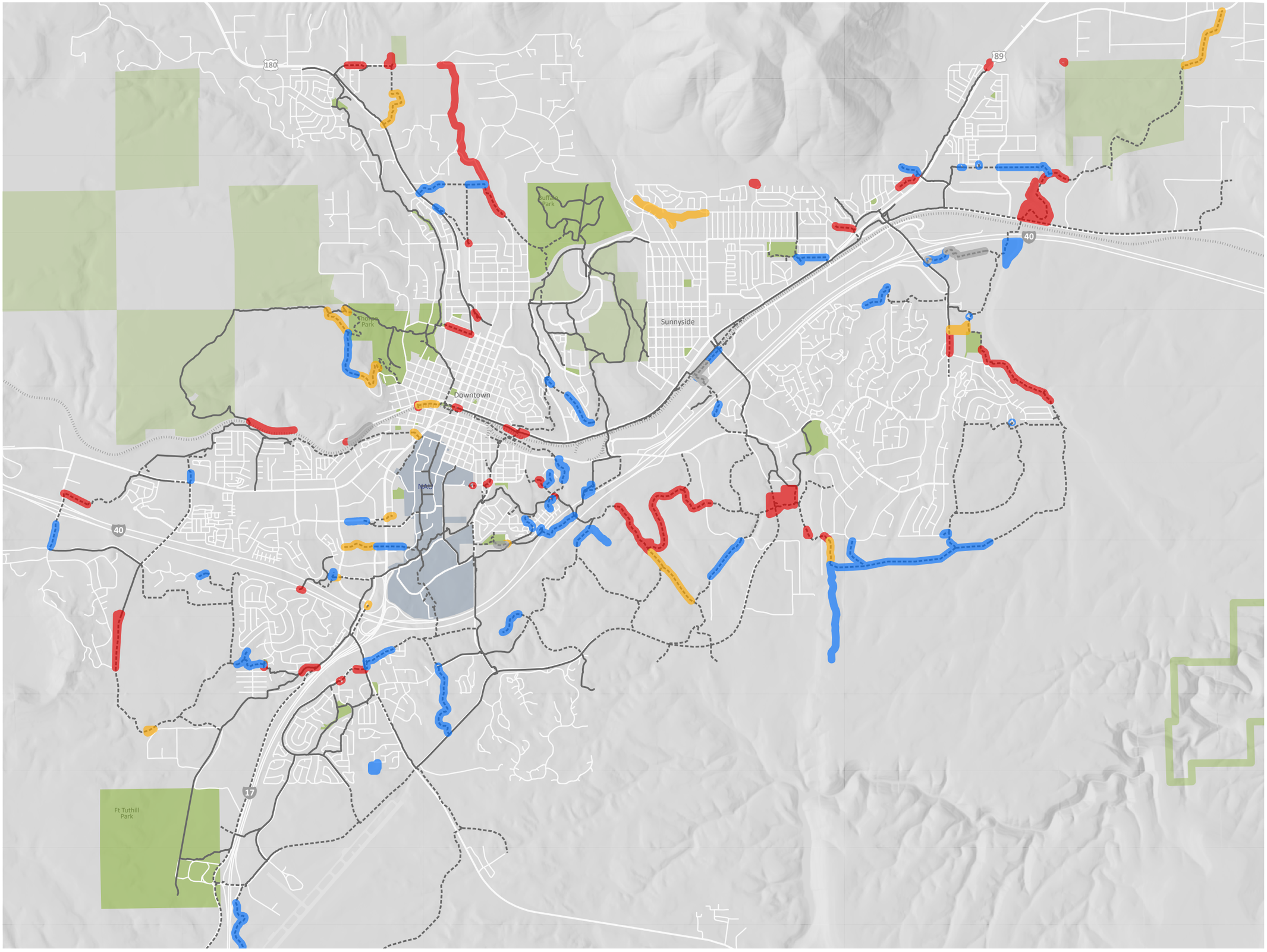
1

Miles

City of Flagstaff
Sep 2022

FUTS | open space acquisition plan

FUTS | by priority



Priority

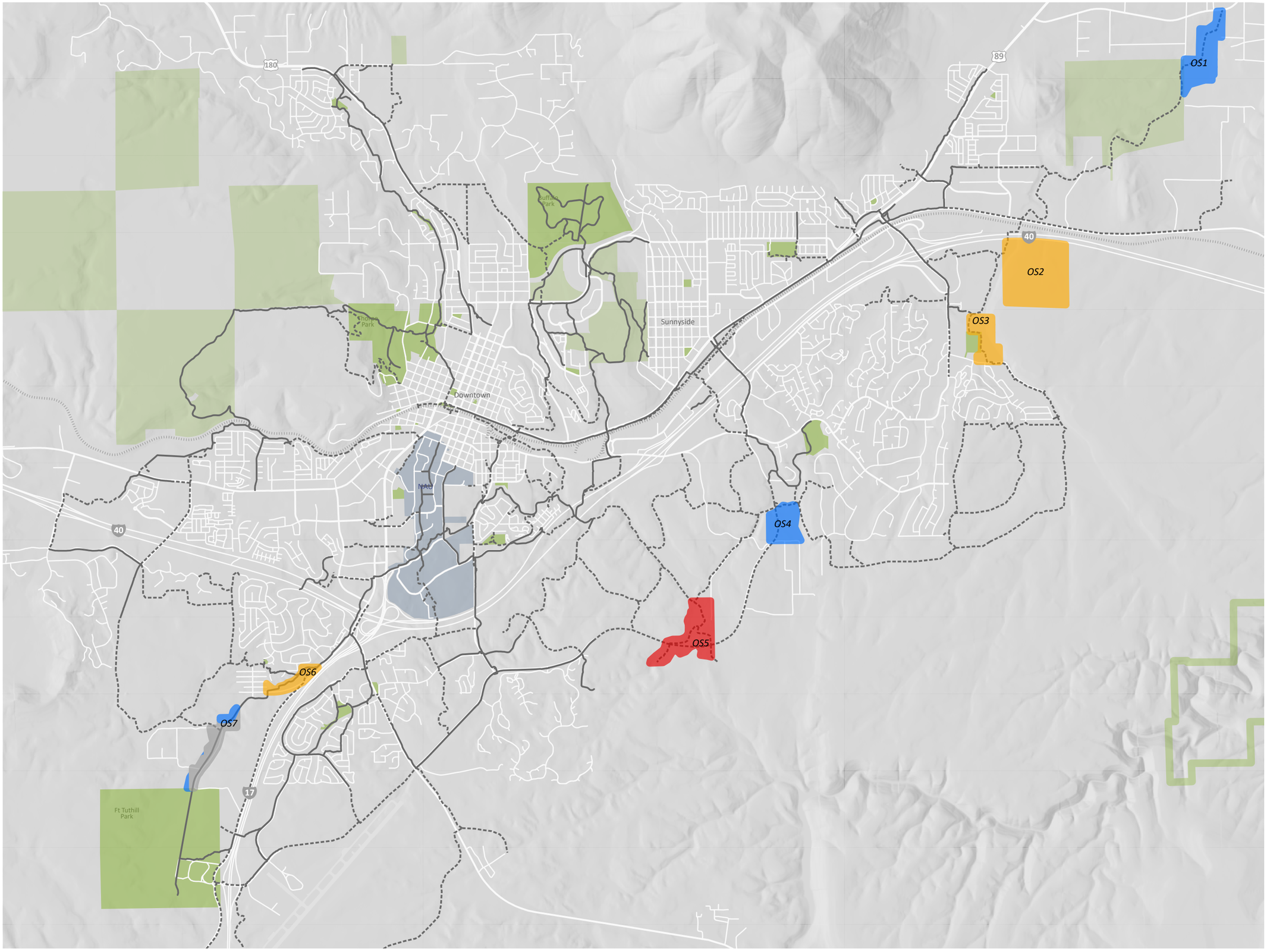
- 1 First
- 2 Second
- 3 Third
- --
- Existing FUTS
- Planned FUTS

1 Miles

City of Flagstaff
Sep 2022

FUTS | open space acquisition plan

Open space | by priority



Priority

- 1 First
- 2 Second
- 3 Third
- --
- Existing FUTS
- Planned FUTS

1 Miles

City of Flagstaff
Sep 2022

FUTS-Open Space Acquisition Plan - Parcel List

ID	Type	Method	Supports	APN	Acres	OS priority	Project name
101	Corridor	Easement	FUTS	100-01-007A	0.34	1 First	Marshall Trail
102	Corridor	Easement	FUTS	100-01-007B	0.21	1 First	Marshall Trail
103	Corridor	Easement	FUTS	100-14-001A	0.22	2 Second	Lowell Trail
104	Corridor	Easement	FUTS	100-14-001C	1.20	3 Third	Lowell Trail
105	Corridor	Easement	FUTS	100-14-001C	0.26	2 Second	Lowell Trail
106	Corridor	Easement	FUTS	100-14-001C	0.94	2 Second	Lowell Trail
107	Corridor	Permit	FUTS	100-43-001	0.30	2 Second	Colton Trail
108	Corridor	Permit	FUTS	100-43-001	0.07	1 First	Walnut-Florence Access
109	Corridor	Permit	FUTS	100-43-002A	0.27	2 Second	Colton Trail
110	Corridor	Permit	FUTS	100-43-002B	0.03	1 First	Walnut-Florence Access
111	Corridor	Easement	FUTS	100-44-006B	0.07	1 First	Route 66 Trail
112	Parcel	Purchase	FUTS	101-01-003D	0.21	1 First	Fort Valley Plaza Access
113	Corridor	Easement	FUTS	101-28-004B	0.18	3 Third	Quarry Trail
114	Corridor	Easement	FUTS	101-42-070	1.17	3 Third	Quarry Trail
115	Corridor	Easement	FUTS	102-02-056A	0.14	3 Third	Sechrist Trail
116	Corridor	Easement	FUTS	102-02-057C	0.80	3 Third	Beale Trail
117	Corridor	Easement	FUTS	102-07-002	0.00	1 First	Sechrist Trail
118	Corridor	Development	Singletrack	103-01-006A	1.82	--	Lower Coconino Trail
119	Corridor	Easement	FUTS	103-05-003	0.00	1 First	Mountain View Access
120	Corridor	Easement	FUTS	103-06-006A	0.09	2 Second	Santa Fe Trail
121	Corridor	Easement	FUTS	103-06-018A	0.02	2 Second	Santa Fe Trail
122	Corridor	Easement	FUTS	103-06-019	0.09	2 Second	Santa Fe Trail
123	Corridor	Easement	FUTS	103-21-024	0.17	3 Third	South Milton Trail
124	Corridor	Easement	FUTS	103-21-026	0.06	2 Second	South Milton Trail
125	Corridor	Easement	FUTS	103-22-004N	0.07	3 Third	South Milton Trail
126	Corridor	Easement	FUTS	103-22-004S	0.02	3 Third	South Milton Trail
127	Corridor	Easement	FUTS	103-22-004V	0.05	3 Third	South Milton Trail
128	Corridor	Easement	FUTS	103-22-005A	0.23	2 Second	Beulah Trail
129	Corridor	Easement	FUTS	103-23-001	0.44	3 Third	High Country Trail
130	Corridor	Easement	FUTS	103-23-028	0.06	3 Third	High Country Trail
131	Corridor	Easement	FUTS	103-23-029	0.10	3 Third	High Country Trail
132	Corridor	Easement	FUTS	103-24-002G	0.07	3 Third	South Milton Trail
133	Corridor	Easement	FUTS	103-24-002L	0.27	3 Third	South Milton Trail
134	Corridor	Easement	FUTS	103-24-010G	0.04	2 Second	South Beulah Trail
135	Corridor	Easement	FUTS	103-30-024	0.02	3 Third	High Country Trail
136	Corridor	Easement	FUTS	103-32-001	0.09	3 Third	South Milton Trail
137	Corridor	Easement	FUTS	103-32-008A	0.14	2 Second	South Milton Trail
138	Corridor	Easement	FUTS	104-02-073	0.07	1 First	Lone Tree Trail
139	Parcel	Purchase	FUTS	104-04-013B	0.85	1 First	Route 66 Trail
140	Parcel	Purchase	FUTS	104-12-001D	1.77	3 Third	Arizona Trail
141	Corridor	Easement	FUTS	104-12-004	0.61	3 Third	Bow & Arrow Trail
142	Corridor	Easement	FUTS	104-13-005H	0.64	3 Third	Southside Rio Trail
143	Corridor	Easement	FUTS	104-13-005P	1.22	3 Third	Southside Rio Trail
144	Corridor	Easement	FUTS	104-14-002C	0.86	3 Third	CCC Access
145	Corridor	Development	FUTS	104-14-003J	0.37	--	Arroyo Trail
146	Corridor	Easement	FUTS	104-16-006A	0.08	3 Third	River Run Access
147	Corridor	Easement	FUTS	104-16-007A	0.04	3 Third	River Run Access

FUTS-Open Space Acquisition Plan - Parcel List							
ID	Type	Method	Supports	APN	Acres	OS priority	Project name
148	Corridor	Easement	FUTS	104-16-007B	0.13	1 First	Sawmill Trail
149	Corridor	Easement	FUTS	104-16-007B	0.32	3 Third	River Run Access
150	Corridor	Easement	FUTS	104-16-008A	0.08	1 First	Sawmill Trail
151	Corridor	Easement	FUTS	104-17-177	0.20	3 Third	Rio Homes Access
152	Corridor	Easement	FUTS	104-17-177	0.06	3 Third	Rio Homes Access
153	Corridor	Easement	FUTS	104-17-177	0.34	3 Third	Pine Knoll Trail
154	Corridor	Purchase	FUTS	104-17-177	0.02	1 First	Sinclair Wash Trail
155	Corridor	Easement	FUTS	104-17-177	0.14	3 Third	Arroyo Trail
156	Corridor	Easement	FUTS	104-17-178	0.04	3 Third	Pine Knoll Trail
157	Corridor	Easement	FUTS	104-17-180	0.12	2 Second	Arroyo Trail
158	Parcel	Purchase	Forest access	105-12-001S	1.68	3 Third	Future trail
159	Parcel	Purchase	Forest access	105-17-034B	0.06	3 Third	Future trail
160	Corridor	Easement	FUTS	106-07-001C	0.30	3 Third	Rio South Trail
161	Corridor	Easement	FUTS	106-07-001R	0.08	3 Third	Rio South Trail
162	Corridor	Easement	FUTS	106-07-001S	0.20	3 Third	Rio South Trail
163	Corridor	Easement	FUTS	106-07-001V	0.11	3 Third	Rio South Trail
164	Corridor	Easement	FUTS	106-07-003C	0.18	3 Third	Rio South Trail
165	Corridor	Easement	FUTS	106-07-003D	0.22	3 Third	Rio South Trail
166	Corridor	Easement	FUTS	106-07-008	0.03	3 Third	Rio South Trail
167	Corridor	Easement	FUTS	106-07-009	0.27	3 Third	Rio South Trail
168	Corridor	Easement	FUTS	106-07-012A	0.04	3 Third	Rio South Trail
169	Parcel	Purchase	FUTS	106-08-003F	17.90	1 First	Foxglenn Trail
170	Tract	Purchase	Open space	106-08-003F	39.50	3 Third	--
171	Corridor	Easement	Singletrack	106-08-018	0.06	1 First	Walnut Ridge Trail
172	Corridor	Easement	Singletrack	106-08-019	0.39	1 First	Walnut Ridge Trail
173	Corridor	Easement	Singletrack	106-08-021	0.05	1 First	Walnut Ridge Trail
174	Corridor	Easement	Singletrack	106-08-022	0.14	1 First	Walnut Ridge Trail
175	Corridor	License	FUTS	106-09-001	1.34	1 First	Foxglenn Trail
176	Corridor	Easement	FUTS	106-09-002	0.66	3 Third	Arizona Trail
177	Corridor	License	FUTS	106-09-002	1.40	1 First	Foxglenn Trail
178	Corridor	License	FUTS	106-09-002	0.95	1 First	Foxglenn Trail
179	Corridor	License	FUTS	106-09-002	1.33	1 First	Foxglenn Trail
180	Corridor	License	Singletrack	106-10-001B	0.57	2 Second	Hoffman Tank Trail
181	Corridor	License	Singletrack	106-10-001D	0.56	2 Second	Hoffman Tank Trail
182	Corridor	License	FUTS	106-10-002	0.53	1 First	Foxglenn Trail
183	Corridor	License	Singletrack	106-10-002	0.82	2 Second	Hoffman Tank Trail
184	Tract	Purchase	Open space	106-10-003	28.97	1 First	Hoffman Tank Trail
185	Corridor	Development	FUTS	107-12-008S	0.60	--	Switzer Wash Trail
186	Corridor	Development	FUTS	107-12-008S	0.37	--	Aquaplex Trail
187	Corridor	Development	FUTS	107-12-009E	0.00	--	Switzer Wash Trail
188	Corridor	Easement	FUTS	107-12-009E	0.09	3 Third	Switzer Wash Trail
189	Corridor	Development	FUTS	107-12-012B	0.00	--	Switzer Wash Trail
190	Corridor	Easement	FUTS	107-13-011	0.25	3 Third	Aquaplex Trail
191	Corridor	Easement	Singletrack	107-18-140C	1.43	1 First	Peaceful Valley Trail
192	Corridor	Easement	FUTS	107-36-033	0.25	3 Third	Oakmont Trail
193	Corridor	Easement	FUTS	107-44-134	0.14	3 Third	Switzer Wash Trail
194	Corridor	Easement	FUTS	108-06-003C	0.14	3 Third	Thomas Trail

FUTS-Open Space Acquisition Plan - Parcel List							
ID	Type	Method	Supports	APN	Acres	OS priority	Project name
195	Corridor	Easement	FUTS	108-06-005G	0.62	3 Third	Thomas Trail
196	Corridor	Easement	FUTS	108-06-005G	0.08	3 Third	Park Santa Fe Access
197	Parcel	Purchase	Singletrack	108-22-028	0.49	1 First	Hemberg Forest Access
198	Corridor	Easement	Singletrack	109-04-060	0.20	2 Second	Paradise Trail
199	Parcel	Purchase	Singletrack	109-05-079F	0.72	2 Second	Paradise Trail
200	Corridor	Easement	Singletrack	109-07-006	0.76	2 Second	Paradise Trail
201	Corridor	Easement	Singletrack	109-07-007Y	0.01	2 Second	Monte Vista North Access
202	Parcel	Purchase	Singletrack	109-14-010B	1.11	2 Second	Paradise Trail
203	Corridor	Easement	Singletrack	110-02-001L	0.08	1 First	Elks Lodge Trail
204	Corridor	Easement	Singletrack	110-02-001S	0.02	1 First	Elks Lodge Trail
205	Corridor	Easement	Singletrack	110-02-001V	0.12	1 First	Elks Lodge Trail
206	Corridor	Easement	Singletrack	110-02-001W	0.11	1 First	Elks Lodge Trail
207	Corridor	Easement	FUTS	110-02-003A	0.01	1 First	Sechrist Trail
208	Corridor	Easement	Singletrack	110-02-008	0.25	1 First	Elks Lodge Trail
209	Corridor	Easement	Singletrack	110-02-009	0.13	1 First	Elks Lodge Trail
210	Corridor	Easement	FUTS	110-02-011	0.21	3 Third	Beale Trail
211	Corridor	Easement	FUTS	110-02-012	0.72	3 Third	Beale Trail
212	Corridor	Easement	FUTS	110-02-012	0.30	3 Third	Beale Trail
213	Corridor	Easement	Singletrack	110-03-004	0.03	1 First	Elks Lodge Trail
214	Corridor	Easement	Singletrack	110-12-002A	0.04	1 First	Elks Lodge Trail
215	Corridor	Easement	Singletrack	110-12-002E	0.22	1 First	Elks Lodge Trail
216	Corridor	Easement	Singletrack	110-12-002H	0.15	1 First	Elks Lodge Trail
217	Corridor	Easement	Singletrack	110-12-002K	0.24	1 First	Elks Lodge Trail
218	Corridor	Easement	Singletrack	110-12-017A	0.17	1 First	Elks Lodge Trail
219	Corridor	Easement	Singletrack	110-12-017F	0.11	1 First	Elks Lodge Trail
220	Corridor	Easement	Singletrack	110-12-017G	0.04	1 First	Elks Lodge Trail
221	Corridor	Easement	Singletrack	110-12-017G	0.07	1 First	Elks Lodge Trail
222	Corridor	Easement	Singletrack	110-12-017H	0.00	1 First	Elks Lodge Trail
223	Corridor	Easement	Singletrack	110-12-017J	0.11	1 First	Elks Lodge Trail
224	Corridor	Easement	Singletrack	110-12-018G	0.12	1 First	Elks Lodge Trail
225	Corridor	Easement	Singletrack	110-12-018H	0.13	1 First	Elks Lodge Trail
226	Corridor	Easement	Singletrack	110-12-018J	0.17	1 First	Elks Lodge Trail
227	Corridor	Easement	Singletrack	111-01-003E	0.02	1 First	Schultz Pass Trail
228	Corridor	Easement	Singletrack	111-01-003E	0.24	2 Second	Reservoir Trail
229	Corridor	Easement	Singletrack	111-01-005D	0.57	2 Second	Reservoir Trail
230	Corridor	Easement	Singletrack	111-01-005D	0.27	2 Second	Reservoir Trail
231	Corridor	Easement	Singletrack	111-01-021C	0.41	2 Second	Reservoir Trail
232	Corridor	Purchase	Singletrack	111-01-023	0.07	1 First	Elks Lodge Trail
233	Corridor	Easement	Singletrack	111-01-032	0.24	1 First	Elks Lodge Trail
234	Corridor	Purchase	Singletrack	111-01-034	1.05	1 First	Elks Lodge Trail
235	Corridor	Easement	FUTS	111-03-001B	0.16	2 Second	Mars Hill Trail
236	Corridor	Easement	FUTS	111-03-001B	1.05	2 Second	Mars Hill Trail
237	Corridor	Easement	FUTS	111-03-001B	0.31	3 Third	Lowell Trail
238	Corridor	Easement	Singletrack	111-03-001B	0.31	1 First	Lower Coconino Trail
239	Corridor	Development	Singletrack	112-04-001D	0.06	--	Lower Coconino Trail
240	Corridor	Easement	Singletrack	112-04-029	0.10	1 First	Lower Coconino Trail
241	Tract	Purchase	Open space	112-05-001S	6.02	2 Second	--

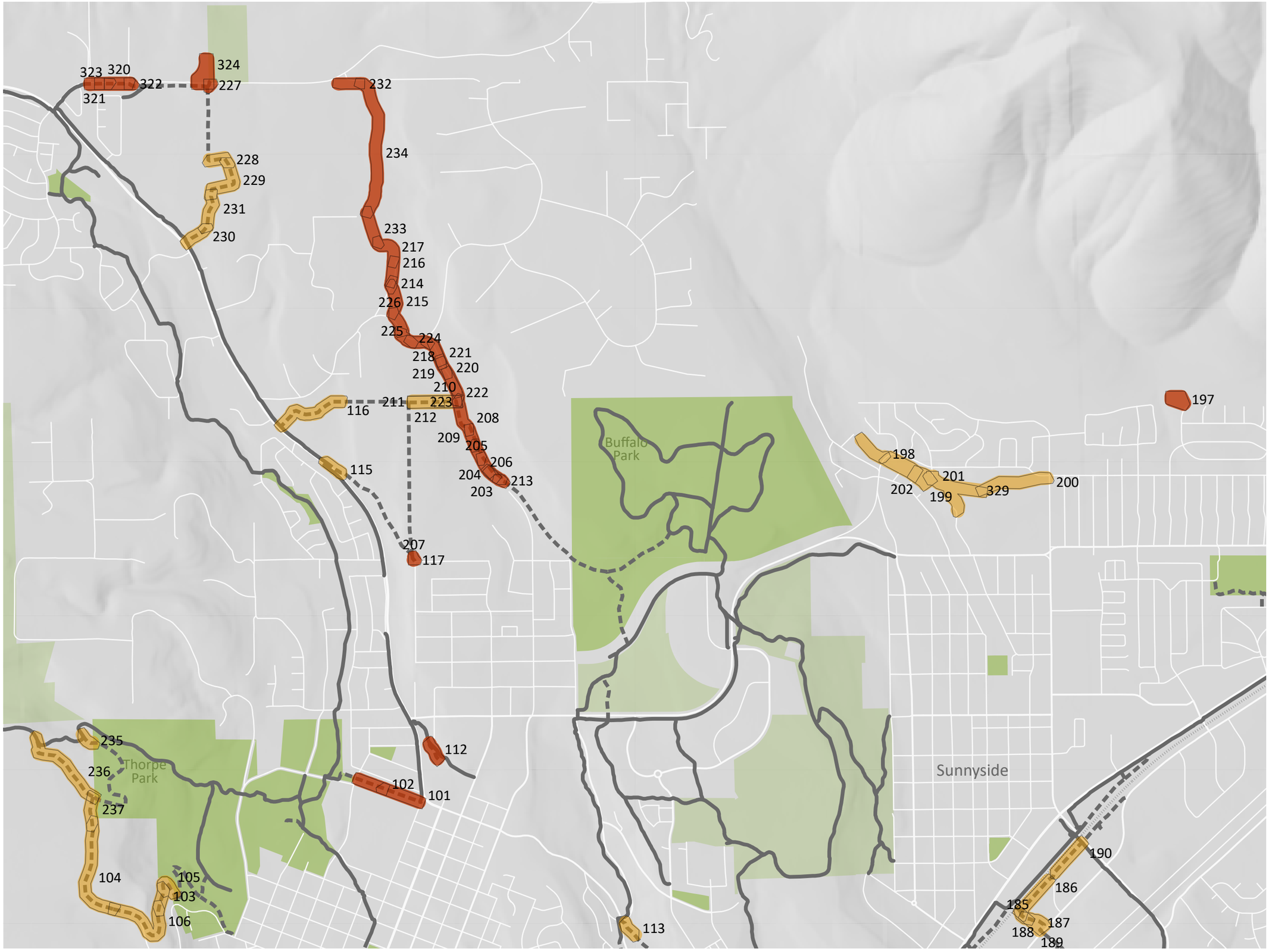
FUTS-Open Space Acquisition Plan - Parcel List							
ID	Type	Method	Supports	APN	Acres	OS priority	Project name
242	Corridor	Easement	FUTS	112-05-001S	0.51	1 First	Sinclair Wash Trail
243	Corridor	Easement	Singletrack	112-08-058	3.68	1 First	Woody Mountain Trail
244	Corridor	Easement	FUTS	112-09-001M	1.04	3 Third	Sinclair Ridge Trail
245	Corridor	Easement	FUTS	112-09-001M	0.29	3 Third	DeMiguel Access
246	Corridor	Easement	FUTS	112-09-001M	0.11	1 First	Sinclair Ridge Trail
247	Corridor	Easement	FUTS	112-09-004	0.01	1 First	Sinclair Ridge Trail
248	Tract	Development	Open space	112-10-001V	0.43	--	Switzer Wash Trail
249	Tract	Development	Open space	112-10-005T	2.55	--	Switzer Wash Trail
250	Tract	Development	Open space	112-10-006A	1.83	--	Switzer Wash Trail
251	Tract	Development	Open space	112-10-006C	3.02	--	Switzer Wash Trail
252	Tract	Development	Open space	112-10-012B	0.97	--	Switzer Wash Trail
253	Tract	Purchase	Open space	112-10-012C	0.70	3 Third	Switzer Wash Trail
254	Tract	Purchase	Open space	112-10-012C	1.13	3 Third	Switzer Wash Trail
255	Tract	Purchase	Open space	112-10-015	0.50	3 Third	Switzer Wash Trail
256	Parcel	Purchase	FUTS	112-10-022	0.76	2 Second	Sinclair Canyon Trail
257	Tract	Purchase	Open space	112-10-027D	2.28	3 Third	Switzer Wash Trail
258	Tract	Development	Open space	112-10-031	7.14	--	Switzer Wash Trail
259	Tract	Development	Open space	112-10-032	4.41	--	Switzer Wash Trail
260	Tract	Development	Open space	112-10-033	6.69	--	Switzer Wash Trail
261	Corridor	Easement	FUTS	112-16-068	0.03	1 First	Southwest Crossing Trail
262	Corridor	Easement	FUTS	112-24-015	0.23	3 Third	University Trail
263	Corridor	Easement	FUTS	112-24-015	0.34	2 Second	South Milton Trail
264	Corridor	Easement	FUTS	112-24-016	0.14	3 Third	University Trail
265	Corridor	Easement	FUTS	112-24-016	0.13	2 Second	South Milton Trail
266	Corridor	Easement	FUTS	112-28-005A	0.08	2 Second	South Milton Trail
267	Corridor	Easement	FUTS	112-28-007	0.22	2 Second	South Milton Trail
268	Corridor	Easement	FUTS	112-29-001D	0.09	3 Third	Mountain Trail Access
269	Corridor	Easement	FUTS	112-29-001E	0.37	3 Third	Mountain Trail Access
270	Corridor	Easement	FUTS	112-29-021D	0.02	2 Second	McConnell Trail
271	Corridor	Easement	FUTS	112-29-021E	0.11	2 Second	McConnell Trail
272	Corridor	Easement	FUTS	112-32-031B	0.32	3 Third	Equestrian Estates Trail
273	Corridor	Easement	FUTS	112-34-001B	0.65	3 Third	Santa Fe Trail
274	Corridor	Easement	FUTS	112-43-050A	0.06	3 Third	Mountain Trail Access
275	Tract	Purchase	Open space	112-47-033	9.99	2 Second	--
276	Corridor	Easement	FUTS	112-48-064A	0.43	1 First	High Country Trail
277	Corridor	Easement	FUTS	112-48-064A	0.11	1 First	High Country Trail
278	Corridor	Easement	Singletrack	112-49-124	0.64	1 First	Lower Coconino Trail
279	Tract	Easement	Singletrack	113-05-001	0.56	2 Second	Picture Canyon Trail
280	Tract	Purchase	Open space	113-05-001	10.01	3 Third	--
281	Tract	Purchase	Open space	113-05-015	10.44	3 Third	--
282	Tract	Purchase	Open space	113-05-016A	3.98	3 Third	--
283	Tract	Purchase	Open space	113-05-016B	5.17	3 Third	--
284	Tract	Purchase	Open space	113-05-017A	1.84	3 Third	--
285	Corridor	Easement	Forest access	113-10-001D	0.09	1 First	Arizona Trail
286	Corridor	Easement	Singletrack	113-10-003	0.88	1 First	Picture Canyon Trail
287	Corridor	Easement	FUTS	113-10-003	0.57	3 Third	Cliffs Trail
288	Corridor	Easement	FUTS	113-13-006	1.11	3 Third	Cliffs Trail

FUTS-Open Space Acquisition Plan - Parcel List							
ID	Type	Method	Supports	APN	Acres	OS priority	Project name
289	Corridor	Easement	FUTS	113-15-003Y	0.05	3 Third	Cliffs Trail
290	Corridor	Easement	Singletrack	113-17-008B	0.11	1 First	North 89 Extension
291	Corridor	Easement	FUTS	113-22-001S	0.21	1 First	Linda Vista Trail
292	Corridor	Easement	FUTS	113-22-001T	0.35	1 First	Linda Vista Trail
293	Corridor	Easement	FUTS	113-25-103	0.11	3 Third	Oakmont Trail
294	Corridor	Easement	FUTS	113-25-108F	0.53	3 Third	Oakmont Trail
295	Corridor	Easement	FUTS	113-25-108F	0.12	3 Third	Oakmont Trail
296	Corridor	Easement	FUTS	113-27-001P	0.19	1 First	South 89 Trail
297	Corridor	Easement	FUTS	113-27-001T	0.10	1 First	South 89 Trail
298	Corridor	Development	FUTS	113-29-005A	0.02	--	Cortland Trail
299	Corridor	Development	FUTS	113-37-001E	0.93	--	Cortland Trail
300	Corridor	Development	FUTS	113-37-001E	0.32	--	Cortland Trail
301	Parcel	Purchase	Singletrack	113-37-007A	3.51	1 First	Picture Canyon Trail
302	Corridor	Easement	FUTS	113-41-002	0.38	1 First	South 89 Trail
303	Corridor	Easement	FUTS	114-18-103A	0.50	3 Third	Abbey Access
304	Corridor	Easement	Singletrack	116-04-018	0.60	1 First	Santa Fe Trail
305	Corridor	Easement	Singletrack	116-04-019	0.21	1 First	Santa Fe Trail
306	Corridor	Easement	FUTS	116-61-007A	0.76	3 Third	Mountainaire Trail
307	Corridor	Easement	FUTS	116-61-013	0.57	3 Third	Mountainaire Trail
308	Parcel	Purchase	Open space	117-02-004H	2.74	2 Second	--
309	Tract	Purchase	Open space	117-02-005	7.42	2 Second	--
310	Tract	Purchase	Open space	117-02-007	7.39	2 Second	--
311	Tract	Purchase	Open space	117-02-008E	16.86	2 Second	--
312	Corridor	Easement	Singletrack	117-02-008E	0.08	1 First	Peaceful Valley Trail
313	Corridor	Easement	FUTS	117-02-008F	0.52	1 First	Country Club Trail
314	Tract	Purchase	Open space	117-02-011A	3.78	2 Second	--
315	Corridor	Easement	Singletrack	117-02-011A	0.35	1 First	Peaceful Valley Trail
316	Corridor	Easement	Singletrack	117-03-003	0.15	1 First	Peaceful Valley Trail
317	Corridor	Easement	FUTS	117-09-001B	0.26	3 Third	Oakmont Trail
318	Corridor	Easement	FUTS	117-29-047A	0.01	3 Third	Keystone Access
319	Corridor	Easement	FUTS	117-46-043A	0.01	3 Third	Peaceful Valley Trail
320	Corridor	Easement	Singletrack	300-47-001M	0.11	1 First	Schultz Pass Trail
321	Corridor	Easement	Singletrack	300-47-001P	0.11	1 First	Schultz Pass Trail
322	Corridor	Easement	Singletrack	300-47-002G	0.03	1 First	Schultz Pass Trail
323	Corridor	Easement	Singletrack	300-47-002W	0.21	1 First	Schultz Pass Trail
324	Parcel	Purchase	Tralhead	300-47-005C	1.16	1 First	Schultz Y Trailhead
325	Tract	Easement	Singletrack	301-17-038E	0.68	2 Second	Picture Canyon Trail
326	Tract	Purchase	Open space	301-17-038E	7.80	3 Third	--
327	Tract	Easement	Singletrack	301-17-038F	1.08	2 Second	Picture Canyon Trail
328	Tract	Purchase	Open space	301-17-038F	21.31	3 Third	--
329	Corridor	Easement	Singletrack	900-99-999	0.94	2 Second	Paradise Trail
330	Corridor	Permit	Singletrack	900-99-999	0.78	1 First	Peaceful Valley Trail
331	Corridor	Permit	FUTS	900-99-999	2.40	3 Third	Zuni Trail
332	Corridor	Permit	Singletrack	900-99-999	3.03	3 Third	Walnut Ridge Trail
333	Corridor	Permit	FUTS	900-99-999	1.35	3 Third	Peaceful Valley Trail
334	Parcel	Purchase	FUTS	900-99-999	2.70	1 First	Foxglenn Trail
335	Corridor	Easement	FUTS	900-99-999	0.06	3 Third	Woody Mountain Trail

FUTS-Open Space Acquisition Plan - Parcel List							
ID	Type	Method	Supports	APN	Acres	OS priority	Project name
336	Parcel	Purchase	Singletrack	900-99-999	22.26	1 First	Picture Canyon Trail
337	Tract	Purchase	Open space	900-99-999	166.67	2 Second	--
338	Tract	Purchase	Open space	900-99-999	44.34	1 First	Hoffman Tank Trail
339	Corridor	Easement	Singletrack	900-99-999	0.76	1 First	Walnut Ridge Trail
340	Corridor	Permit	FUTS	900-99-999	0.57	3 Third	El Paso Trail
341	Corridor	Permit	FUTS	900-99-999	0.14	1 First	South 89 Trail
342	Corridor	Permit	FUTS	900-99-999	3.51	3 Third	Mountainaire Trail
343	Corridor	Permit	FUTS	900-99-999	0.74	3 Third	Mountainaire Trail
344	Corridor	Easement	FUTS	900-99-999	3.70	3 Third	Peaceful Valley Trail
345	Corridor	Easement	FUTS	900-99-999	0.97	3 Third	Skyview Access
346	Corridor	Permit	FUTS	900-99-999	0.05	3 Third	Zuni Trail
347	Corridor	Permit	FUTS	900-99-999	0.26	3 Third	Section 20 Trail
348	Parcel	Purchase	FUTS	900-99-999	8.72	3 Third	Peaceful Valley Trail
349	Corridor	Easement	FUTS	999-99-999	0.22	3 Third	Woody Mountain Trail
350	Corridor	Easement	FUTS	999-99-999	0.08	3 Third	Miranda Access
351	Corridor	Permit	FUTS	ROW	1.10	3 Third	Arroyo Trail
352	Corridor	Permit	FUTS	ROW	0.12	3 Third	Arroyo Trail
353	Corridor	Permit	FUTS	ROW	0.11	3 Third	Cortland Trail
354	Corridor	Permit	FUTS	ROW	0.74	3 Third	Cortland Trail
355	Corridor	Easement	FUTS	UNK	0.04	3 Third	High Country Trail
356	Corridor	Easement	FUTS	UNK	0.03	3 Third	High Country Trail

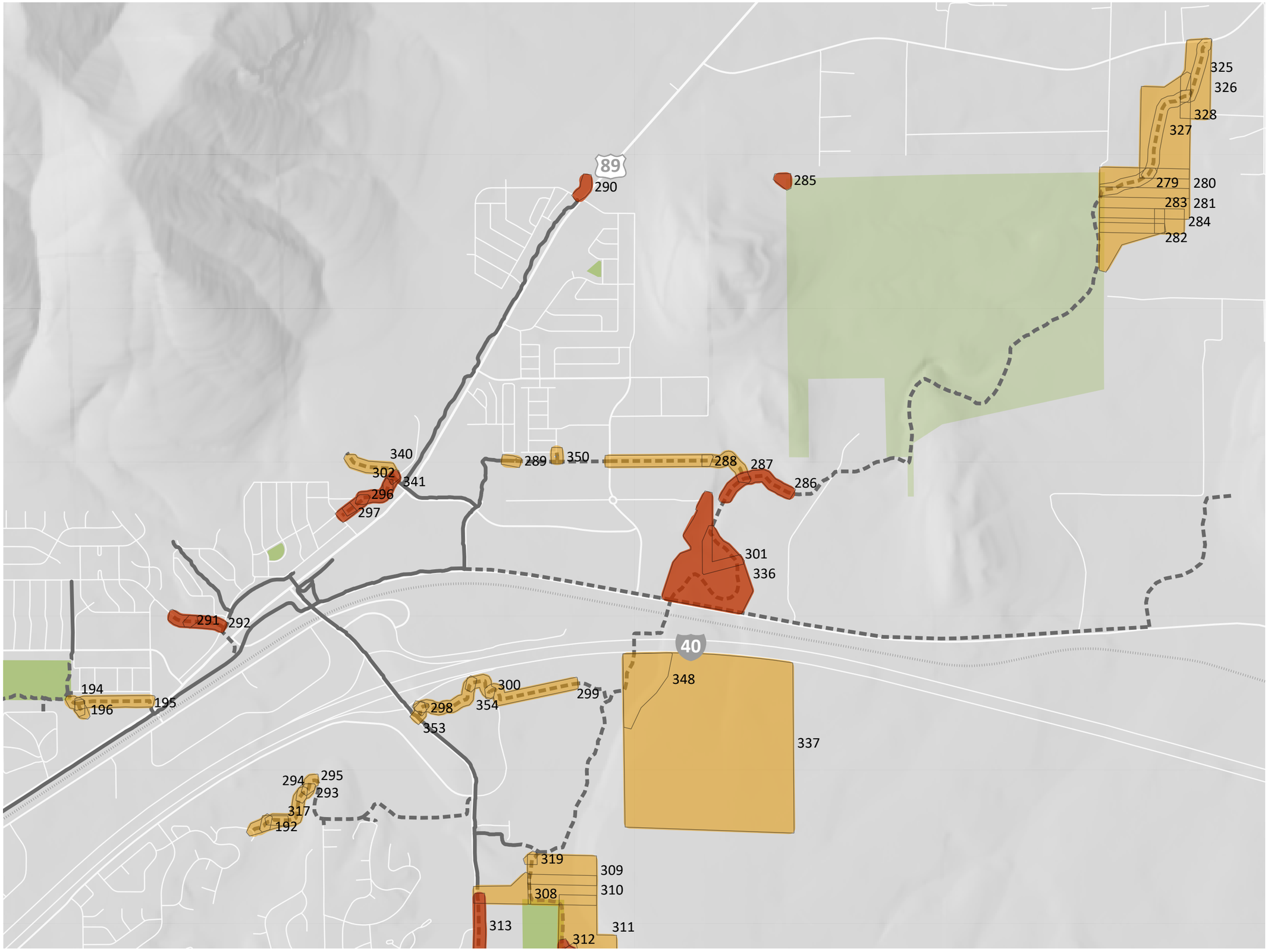
FUTS | open space acquisition plan

Map 1 Northwest



FUTS | open space acquisition plan

Map 2 Northeast



FUTS/OS | first priority

FUTS/OS | acquisition

Existing FUTS

Planned FUTS

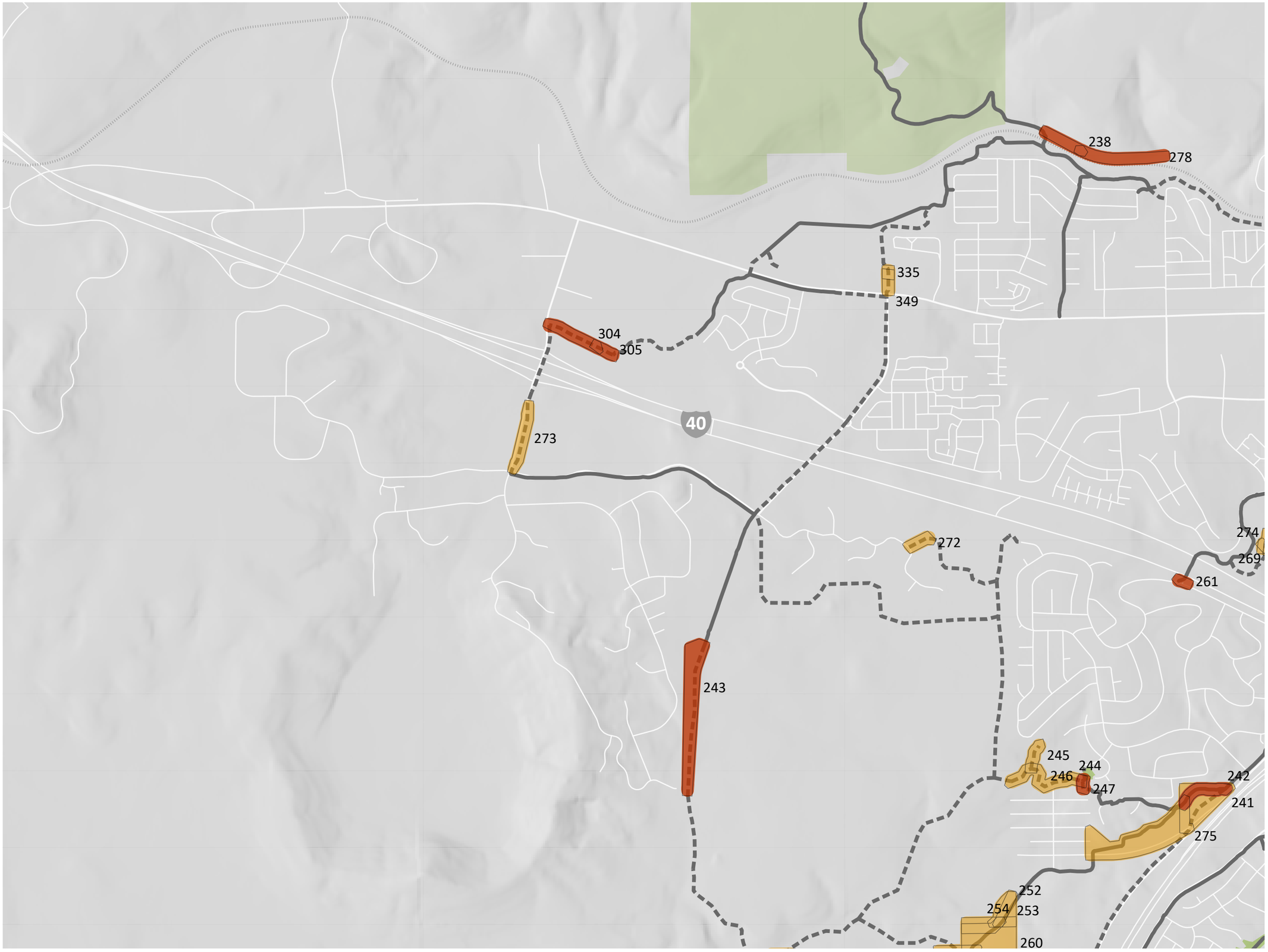
0.5

Miles

City of Flagstaff
Sep 2022

FUTS | open space acquisition plan

Map 3 West



FUTS/OS | first priority

FUTS/OS | acquisition

Existing FUTS

Planned FUTS

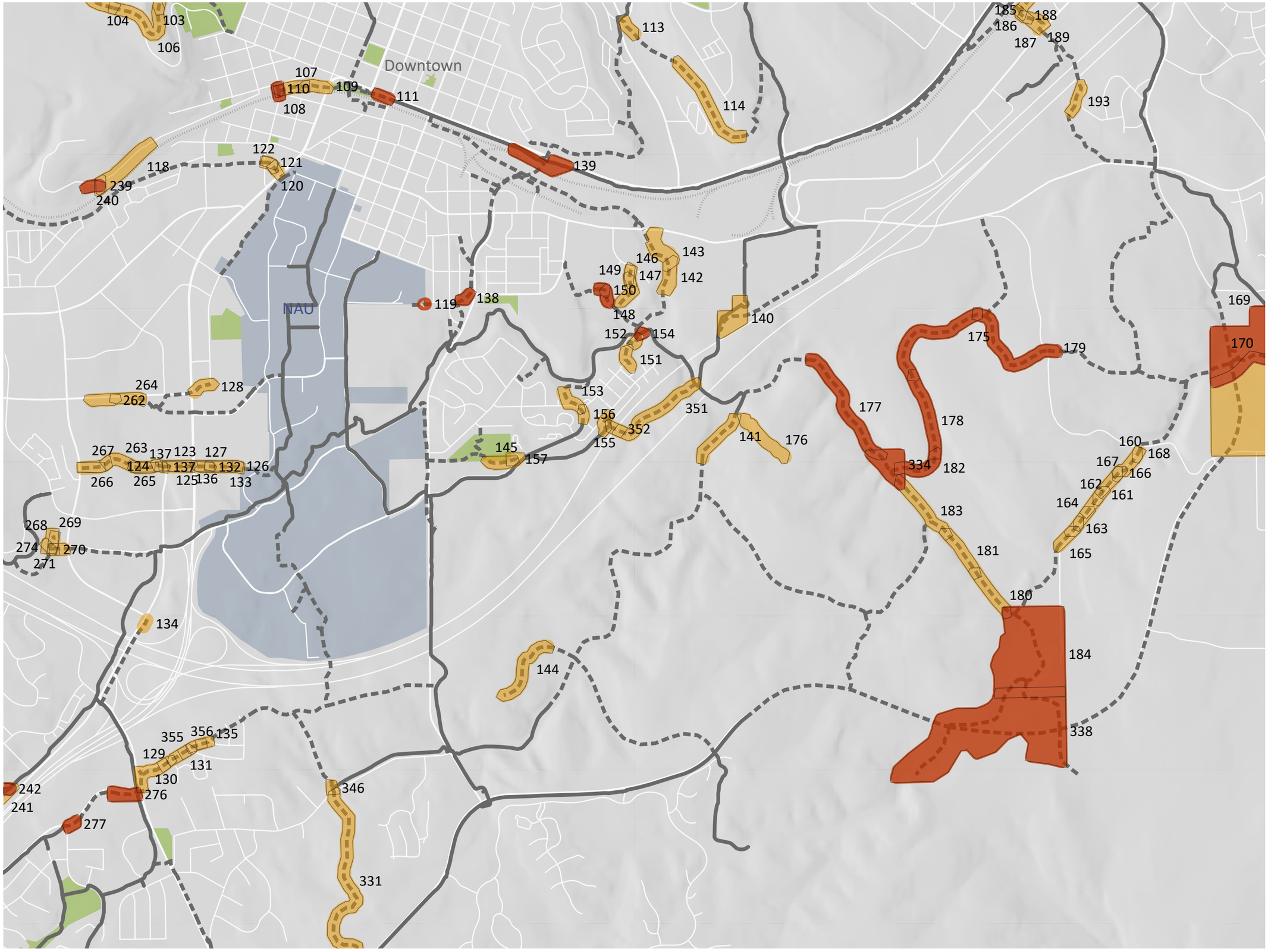
0.5

Miles

City of Flagstaff
Sep 2022

FUTS | open space acquisition plan

Map 4 Central



FUTS/OS | first priority

FUTS/OS | acquisition

Existing FUTS

Planned FUTS

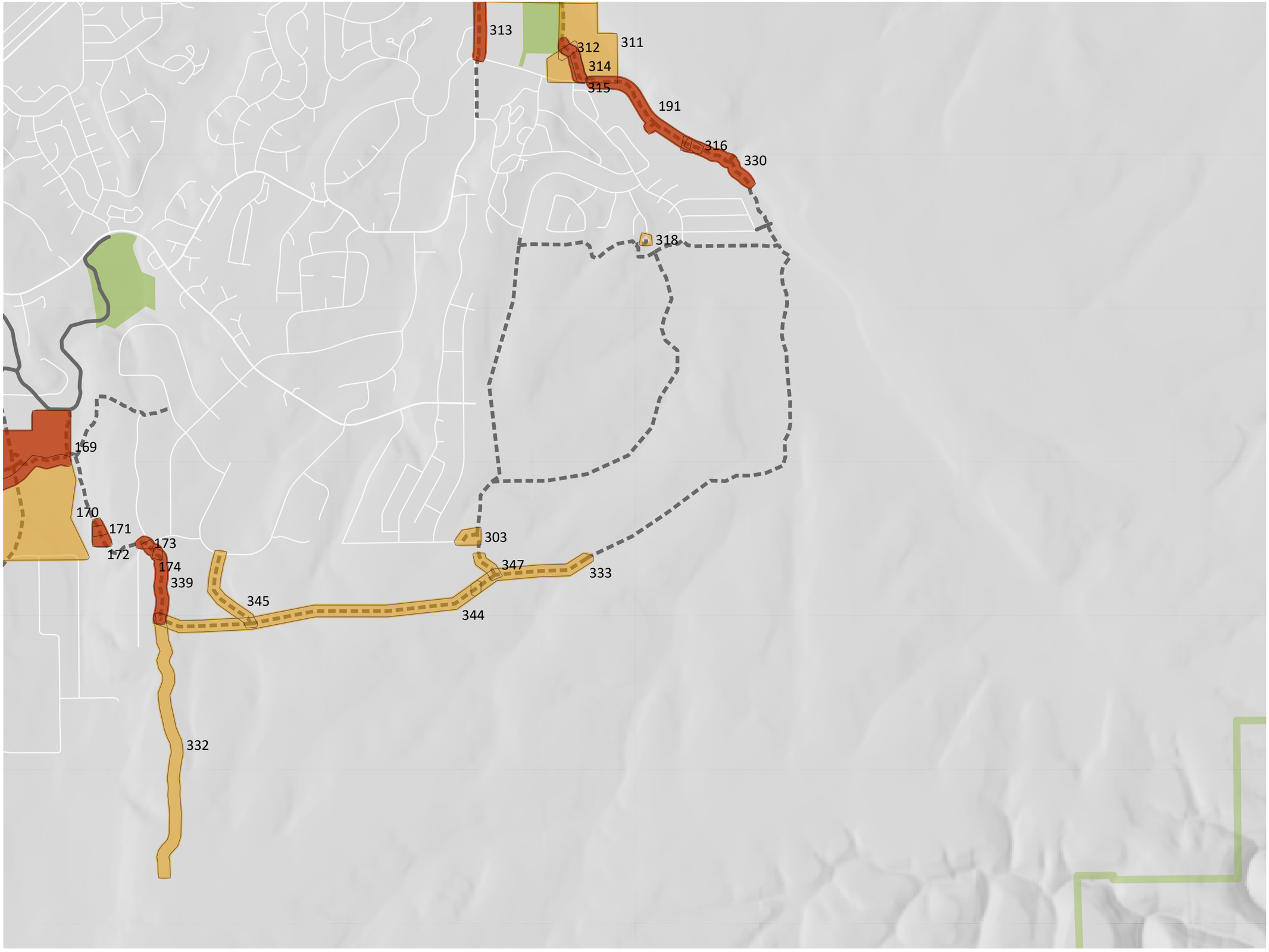
0.5

Miles

City of Flagstaff
Sep 2022

FUTS | open space acquisition plan

Map 5 East



FUTS/OS | first priority

FUTS/OS | acquisition

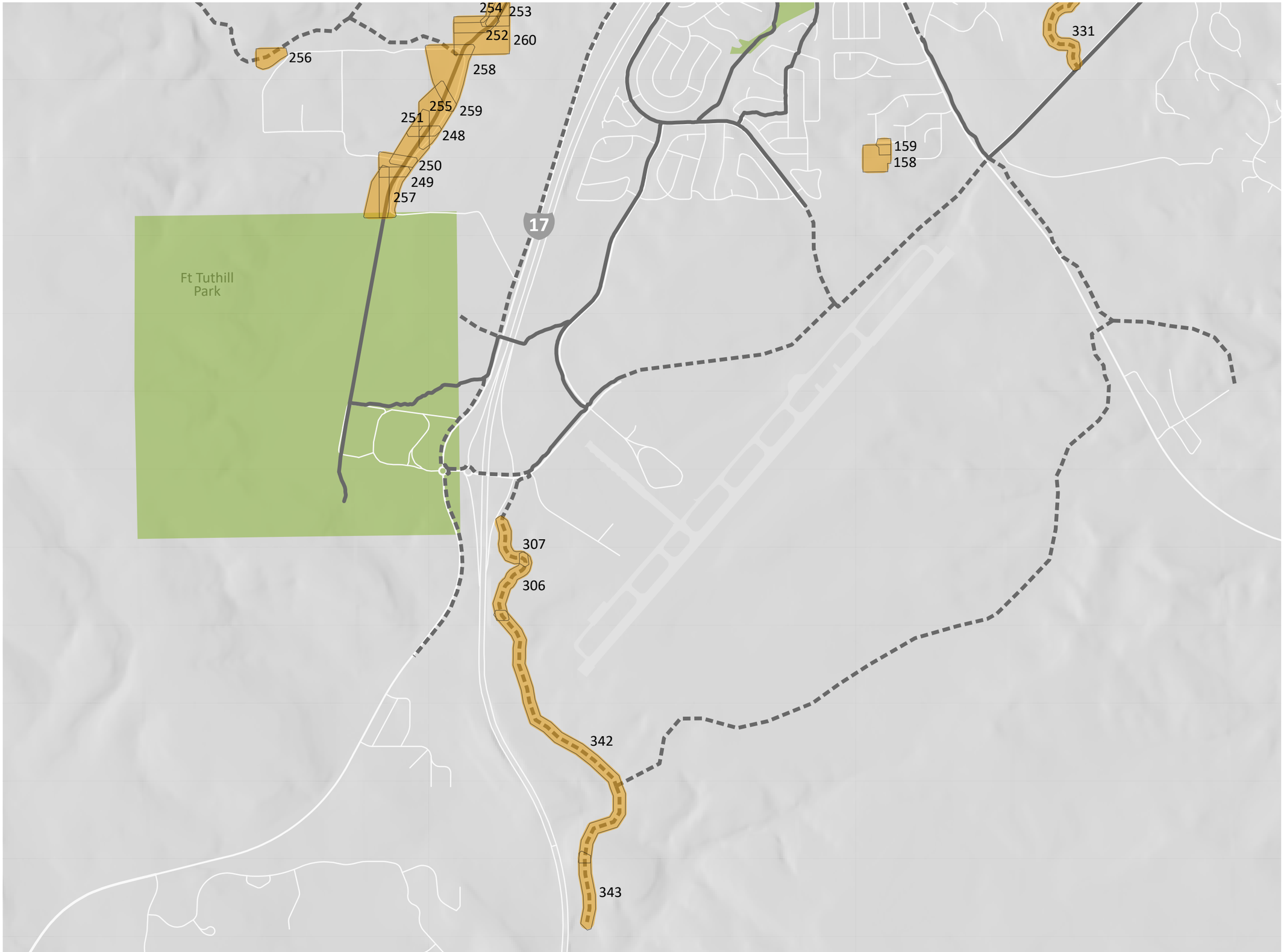
Existing FUTS

Planned FUTS

0.5

Miles

City of Flagstaff
Sep 2022



FUTS | open space acquisition plan

Map 6 Southwest

FUTS/OS | first priority

FUTS/OS | acquisition

Existing FUTS

Planned FUTS

N

0.5

Miles

City of Flagstaff
Sep 2022

QUESTION NO. 302

PURPOSE: Neighborhood Open Space and FUTS Land Acquisition

Amount: $7,600,000

To provide neighborhood open spaces and land for the Flagstaff Urban Trail System, shall the City of Flagstaff be authorized to sell and issue general obligation bonds in the principal amount of up to $7,600,000:

- for the acquisition of up to approximately 550 acres of open space lands in and around the City's neighborhoods consisting of wildlife habitat, geological features, riparian and scenic areas, and buffers spread throughout the City and for the connection of neighborhoods, parks, schools, employment, shopping and other areas with approximately 50 miles of the Flagstaff Urban Trails System; and

- to pay all costs and expenses properly incidental thereto and to the issuance of bonds?

The bonds will be in one or more series, will not mature more than 25 years from the date or dates of their issuance, will bear interest at a rate or rates not to exceed 10% per annum, and will have such other provisions as are approved by the City Council.

A vote for the bonds shall have the effect of allowing the City Council to issue up to $7,600,000 in general obligation bonds for acquisition of land for the provision of neighborhood open spaces and the Flagstaff Urban Trails System.

A vote against the bonds shall have the effect of not allowing the City Council to issue up to $7,600,000 in general obligation bonds for acquisition of land for the provision of neighborhood open spaces and the Flagstaff Urban Trails System.

Location: Open space lands designated in the Flagstaff Area Regional Land Use and Transportation Plan located throughout the City and open space corridors in and near neighborhoods, parks, schools, employment, shopping and other areas with planned urban trail links. Up to 550 acres may be acquired for urban open space purposes and right-of-way needed for approximately 50 miles of FUTS trails.



Timing: This land acquisition is proposed to begin in 2005 and implementation is expected to continue throughout the ten-year capital improvement bond program.

Financial Impact: Implementing this project over time will not increase the City's secondary property tax rate above its current level. General obligation bonds will be issued and will be repaid by secondary property taxes. The City's total secondary tax rate is currently $.9801 per $100 of assessed property value.

Contact Information: City Planning Division, 779-7685, ext. 7268.

TEXT OF BALLOT

QUESTION NO. 302	
PURPOSE:	**Neighborhood Open Space and FUTS Land Acquisition**
AMOUNT:	**$7,600,000**
⬭ **FOR THE BONDS**	
⬭ **AGAINST THE BONDS**	

Item No. 7B

CITY OF FLAGSTAFF
STAFF SUMMARY REPORT

To: The Honorable Mayor and City Council

From: Denny Birkland, ext. 7623,

Date: November 25, 2009

Meeting Date: December 1, 2009

TITLE: Consideration of Ordinance 2009-41 AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION OF NEIGHBORHOOD OPEN SPACE AND THOSE URBAN TRAIL EASEMENTS NECESSARY FOR THE EXTENSION OF THE FLAGSTAFF URBAN TRAILS SYSTEM

RECOMMENDED ACTION:
Meeting of December 1, 2009 Read Ordinance 2009-41 by title only for the first time.
Meeting of December 15, 2009 Read Ordinance 2009-41 by title only for the final time and adopt.

ACTION SUMMARY:

This action authorizes the acquisition of property for the extension of the Flagstaff Urban Trails System and Open Space Acquisition.

.

DISCUSSION:

Background/History:

In 2004, the voters approved a bond measure for "Neighborhood Open Space and FUTS Land Acquisition". The Open Space Commission was created to recommend possible Open Space acquisitions to the City Council. The FUTS Master Plan is developed by FMPO and the Community Design Section and is overseen by the Beautification and Public Art Commission. The FUTS Master Plan was presented to the Open Space Commission for coordination of the two objectives.

The **Flagstaff Urban Trails System** is a city-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation. Currently there are about 50 miles of FUTS trails in Flagstaff. The overall master plan shows about 80 miles of future trails, to complete a planned system of 130 miles.

FUTS trails vary from trails that are located along busy streets to traversing canyons, riparian areas, meadows, and forests - all within the urban area of Flagstaff. The system connects neighborhoods, shopping, places of employment, schools, parks, open space, and the surrounding National Forest, and allows users to combine transportation and recreation.

According to the *City of Flagstaff Citizen Survey 2009*, 78 percent of Flagstaff residents have used the FUTS trail system in the last year.

Key Considerations:

NA

Community Benefits and Considerations:

The Flagstaff Urban Trail System and Open Space were approved by voters in 2004, identifying these as desirable benefits to citizens city wide.

Community Involvement:

Citizens first initiated the concept of open space and an urban trail system and have been involved in various committees through out the evolution of the trail system and open space acquisition. They provide input in the Open Space Commission, Beautification and Public Art Commission, Parks & Recreation Commission, the Bicycle Advisory Committee and the Pedestrian Advisory Committee.

Financial Implications:

Funding for Open Space and FUTS acquisitions is provided by the Open Space Bond Fund.

Options and Alternatives:

Adopt Ordinance 2009-41
Do Not Read Ordinance 2009-41

Attachments/Exhibits:
Ordinance 2009-41

_____
Department Head

INITIALS	RESPONSIBILITY	DATE	INITIALS	RESPONSIBILITY	DATE
_____	BIDS/PURCHASES	_____	_____	FINANCE/BUDGET	_____
_____	GRANTS/CONTRACTS	_____	_____	IGAS	_____
_____	LEGAL	_____	_____	_____	_____

DATE OF COUNCIL APPROVAL: _____

ORDINANCE NO. 2009-41

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION OF NEIGHBORHOOD OPEN SPACE AND THOSE URBAN TRAIL EASEMENTS NECESSARY FOR THE EXTENSION OF THE FLAGSTAFF URBAN TRAILS SYSTEM.

WHEREAS, in May 2004 the voters of the City of Flagstaff approved a bond measure for neighborhood open space and Flagstaff Urban Trail System land acquisition; and

WHEREAS, in November 2009 the Flagstaff City Council accepted the proposed Open Space Property Acquisition Plan (the "Open Space Plan") recommended by the Open Space Commission; and

WHEREAS, the Flagstaff City Council, through its approval and adoption of the Flagstaff Urban Trails System Master Plan (the "FUTS Master Plan"), has identified the need for acquiring certain urban trail easements necessary for the extension of the Flagstaff Urban Trails System; and

WHEREAS, the Flagstaff Municipal Planning Organization has identified the specific parcels of land over which the necessary urban trail easements are to run; and

WHEREAS, pursuant to Article 1, Section 3 of the Charter of the City of Flagstaff, the City has the power and authority to acquire real property as well as easements running over and across real property; and

WHEREAS, the owners of the real property in the Open Space Plan have been identified, and as the real property over which the urban trail easements necessary for the extension of the Flagstaff Urban Trails System have been identified, it is necessary to direct and authorize the the City Manager or his authorized designee to acquire those parcels of open space identified in the Open Space Plan as well as the easements needed for the extension of the Flagstaff Urban Trails System identified in the FUTS Master Plan;

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

SECTION 1. That the City Manager or his or her designee is hereby authorized to negotiate with the owners of those parcels of real property identified in the Open Space Plan as well as the owners of private property across which the proposed urban trail easements necessary for the

extension of the Flagstaff Urban Trails System, as shown in the FUTS Master Plan, have been identified.

SECTION 2. That the City Manager or his or her designee is hereby authorized to acquire through purchase or exchange from the property owner(s) those parcels of real property identified in the Open Space Plan.

SECTION 3. That the City Manager or his or her designee is hereby authorized to acquire through purchase or exchange from the underlying property owner(s) the necessary urban trail easements needed for the extension of the Flagstaff Urban Trails System, as shown in the FUTS Master Plan.

SECTION 4. That the City Manager or his or her designee is authorized to execute all documents and take all actions necessary to consummate these acquisitions.

SECTION 5. The City Council reserves the right of final approval for these acquisitions.

PASSED AND ADOPTED by the City Council and approved by the Mayor of the City of Flagstaff this _____ day of _____, 2009.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

	Property Identification		Source	Status	Type	FUTS	Acres	Cost/Acre	Cost
CANDIDATE PARCEL ACQUISITIONS via PURCHASE:									
X	Thorpe Park 20 acre Parcel (265		Private	Prospect	Open		23.00	40,000	920,000
X	The "Y: at Schultz Creek Road		Private	Prospect	Open		2.00	60,000	120,000
X	County Parcel by Sechrist (1/4 - S		County	Prospect	Open	0.50	15.00	60,000	900,000
X	"Will Grade" Route 66		Fann	Prospect	Open	0.00	4.00	245,000	980,000
X	Hoffman Tank ($1M Max. + Gran		Private	Prospect	Open	0.20	16.67	60,000	1,000,000
	850 E. Route 66		Unclear	Prospect	Open	0.19	9.08	100,000	908,000
	1901 N. Mesa Drive		Pollock	Prospect	Open	0.18	5.12	100,000	512,000
	Lone Tree & I-40 (1/4 - Frontage)		NAU	Prospect	Open	0.00	7.50	200,000	1,500,000
	Fort Valley (by Shell)		FMC	Prospect	Open	0.00	2.89	200,000	578,000
	Fort Valley at Freemont		Herman	Prospect	Open	0.05	2.69	200,000	538,000
	Switzer Wash (along Turquoise -		Cavan	Prospect	Open	0.27	6.00	150,000	900,000
	Lockett (at Fanning)		Merritt	Prospect	Open	0.00	2.11	175,000	369,250
	Soliere below CC (at EB On/Off F		Little A	Prospect	Open	0.00	2.20	150,000	330,000
	2211 E. Hemberg			Prospect	Open	0.10	0.50	400,000	200,000
	Weitzel School		USFS	Prospect	Open	0.00	10.78	150,000	1,617,000
	Weitzel School		USFS	Prospect	Open	0.00	10.78	150,000	1,617,000
	Weitzel School		USFS	Prospect	Open	0.00	10.78	150,000	1,617,000
	Picture Canyon (Parcel not Trail)		ASLD	Prospect	Open	1.50	100.00	60,000	6,000,000
	Sub-total (Parcels with "x"):								3,920,000

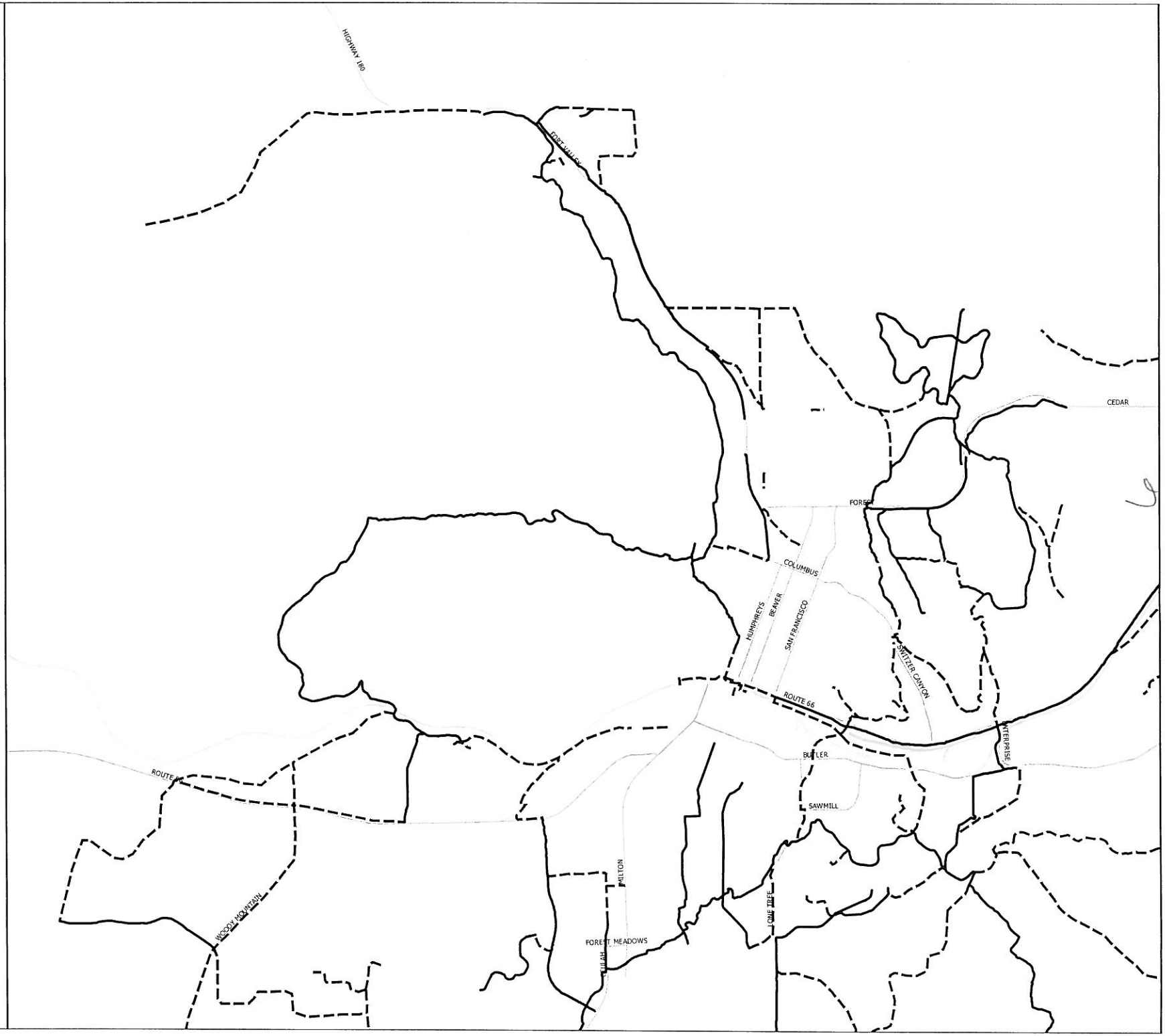
KEY

Parcels marked with an **X** are "priorty" parcels and the ones that are featured in the Power Point presentation

The remaining parcels are in consideration pending results of the priority list.

FUTS Trails

Northwest



Existing FUTS

Future FUTS

Aquisition needed

0.5

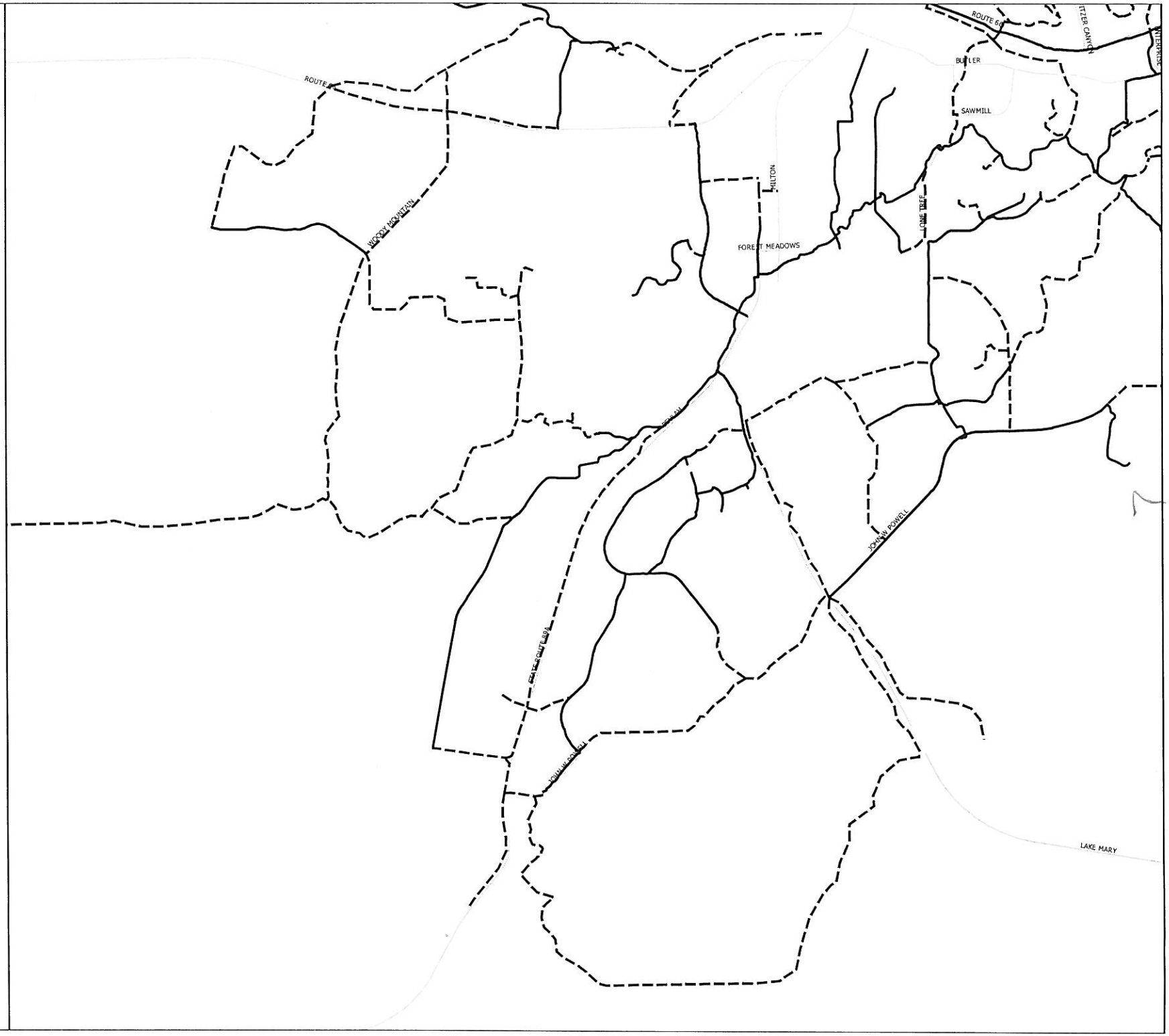
Miles

NORTH

City of Flagstaff
5 August 2009

FUTS Trails

Southwest



Existing FUTS

Future FUTS

Aquisition needed

0.5

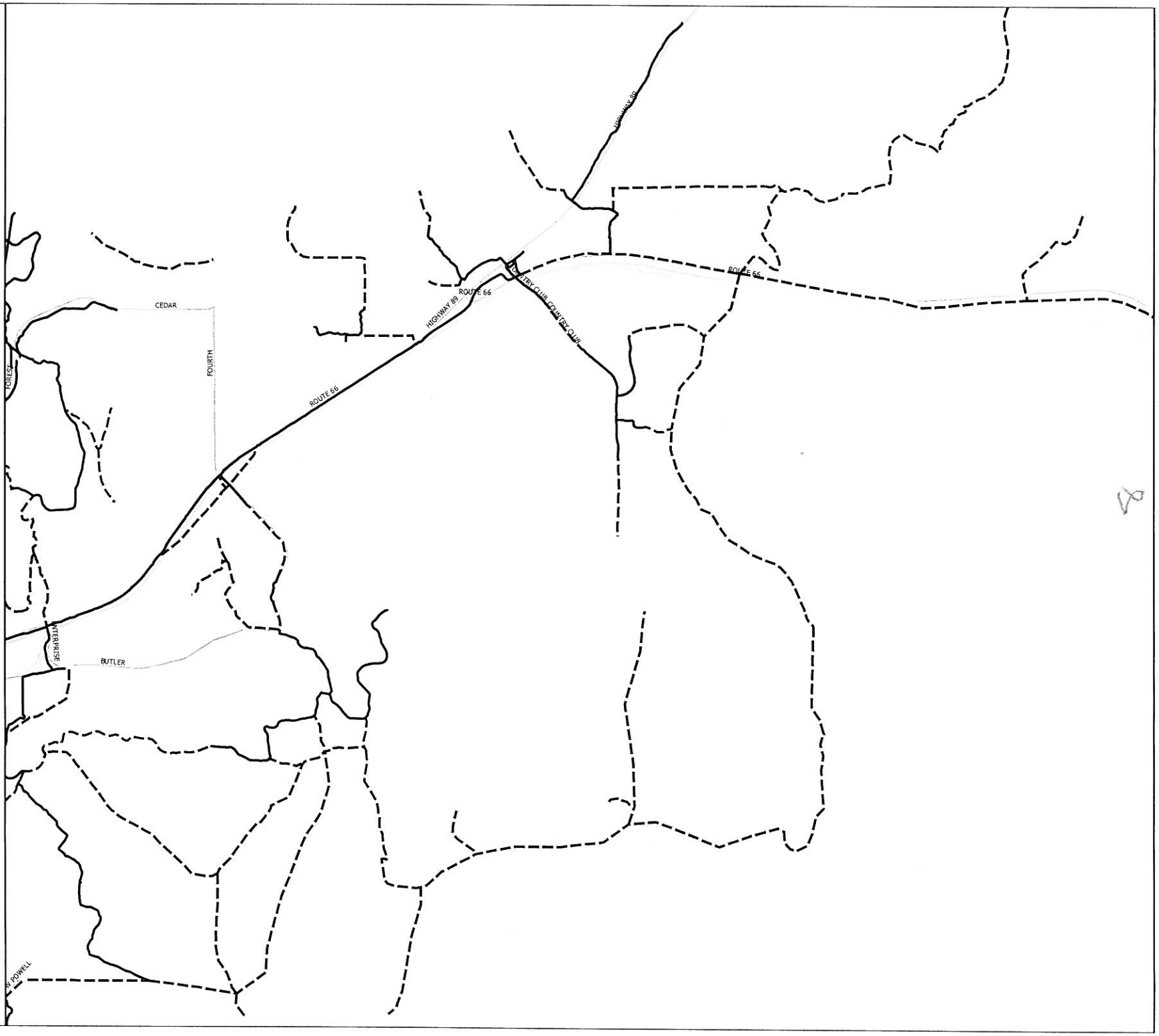
Miles

NORTH

City of Flagstaff
5 August 2009

FUTS Trails

East



Existing FUTS

Future FUTS

Aquisition needed

0.5

Miles

NORTH

City of Flagstaff
5 August 2009

9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	CJ Perry, Information Technology Director
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE:

Consideration and Approval of Contract: Construction contract for conduit and fiber from City Hall to Butler/Beaver, connecting the Visitor Center, Butler Pedestrian Crossing and Northern Arizona University.

STAFF RECOMMENDED ACTION:

Approve the Cooperative Purchase Contract with Aspen Communications in the amount of $593,593.20, plus applicable taxes, for a construction contract for conduit and fiber from City Hall to Butler/Beaver, connecting the Visitor Center, Butler Pedestrian Crossing, and Northern Arizona University; and authorize the City Manager to execute the necessary documents.

Executive Summary:

This construction project is to build conduit and fiber from City Hall to our existing fiber on Butler. We will also connect the Visitor Center, the Butler Pedestrian Crossing and Northern Arizona University's fiber network. Completing this project will result in City owned fiber from Downtown to the Aquaplex.

Procurement justification Arizona Board of Regents Cooperative Agreement #P19DC001 with an expiration date of October 25, 2022; however, it is anticipated this contract will be renewed for one additional one year term.

Financial Impact:

One-Time cost of $593,593.20, plus applicable taxes.
This cost will be split between Information Technology, Traffic Engineering, and Visitor's Center.

- Traffic Engineering
  - Account Number 048-10-119-3055-6-4441
  - $300,000
- Visitor's Center
  - Account Number 053-07-215-0860-4-4407
  - $80,000
- Information Technology
  - Account Number 001-01-014-6312-1-4407
  - $212,593.20

This purchase is being done under a Cooperative Contract. Aspen Communications is under State Contract # ADSPO17-169124.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Sustainable, Innovative Infrastructure - Utilize existing long range plan(s) that identify the community's future infrastructure needs & all associated costs.

Has There Been Previous Council Decision on This:

Council has approved additional fiber projects, including some with Aspen Communications, at multiple other locations including the new Courthouse, USGS, Butler Traffic Signals, and others.

Options and Alternatives:

1. Approve construction contract for conduit and fiber from City Hall to Butler/Beaver, connecting the Visitor Center, Butler Pedestrian Crossing and Northern Arizona University.
2. Do not approve this construction contract and direct staff how to proceed.

Background/History:

Several years ago, we constructed a fiber project to connect the traffic signals down Butler to the Aquaplex. The intent was always to bring the fiber all the way to City Hall however budgetary constraints prevented that. Due to this, this project has been our highest priority project for several years and is needed to complete the first core City fiber route.

Key Considerations:

This key piece of fiber is the backbone for future fiber projects. Whether we continue to build or contract out future builds to an ISP, this piece is a critical component.

Expanded Financial Considerations:

Our intention is to partner with an ISP through a public procurement process for a wholistic long-term build. We could defer this build and wait for that process. Even in that situation, this build would need to occur. If we are unsuccessful in finding a partner, we would likely wait until 2023 for this build to finish.

Community Benefits and Considerations:

This is a backbone project for future fiber builds. Once this piece is complete, we will have basic fiber coverage from downtown to the Aquaplex. This would allow future builds to a significant portion of the City off of this backbone.

Community Involvement:

N/A

Expanded Options and Alternatives:

Our intention is to partner with an ISP through a public procurement process for a wholistic long-term build. We could defer this build and wait for that process. Even in that situation, this build would need to occur. If we are unsuccessful in finding a partner, we would likely wait until 2023 for this build to finish.

Attachments: Cooperative Purchase Contract
Presentation
Agency Contract

Aspen Communication Quote
Agency Contract Exhibit A
Agency Contract Exhibit B
Agency Contract Renewal

COOPERATIVE PURCHASE CONTRACT
Contract No. CO-2023-31

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Aspen Communications, LLC, an Arizona corporation ("Contractor").

RECITALS:

A. Contractor has a Government Purchasing Cooperative Contract P19DC001 with the Arizona Board of Regents for and on behalf of Northern Arizona University (NAU) to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process;

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

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

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

   Audiovisual, Electronics and Telecommunication Installation Services – City Hall to Butler Avenue Vault OSP Fiber Optic Cabling/Pathways Project and Chamber of Commerce to Visitors Center OSP Fiber Optic Cabling/Pathway Project

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

3. Payment: Payment to the Contractor for the materials and or services provided shall be **five hundred ninety-three thousand and five hundred ninety-three hundred dollars and twenty cents ($593,593.20), in addition to taxes and other charges**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents 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 shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

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

8. Notice: Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
CJ Perry
IT Director-Information Technology
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
cperry@flagstaffaz.gov
Phone: 928-213-2821

To Contractor:
Eric Bedell
BICSI Technician
Vice President/COO
Aspen Communications
Phone: 928-774-0992
ebedell@aspentelco.com

With a copy to:
Liane Garcia
Buyer
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
lgarcia@flagstaffaz.gov
Phone: 928-213-2279

With a copy to:
Nick Roach
RCDD
Network Designer
Aspen Communications
Phone: 928-774-0992
nroach@aspentelco.com

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

CONTRACTOR:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A
SCOPE OF WORK

1. COF Pricing Proposal (5 pages)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EXHIBIT B
AGENCY CONTRACT

1. Arizona Board of Regents Contract dated 11/8/2019
2. Exhibit A (NAU Request for Proposals)
3. Exhibit B (Aspen Response)
4. Amendment Three – Renewal Letter

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Fiber Contract

City Hall to Butler

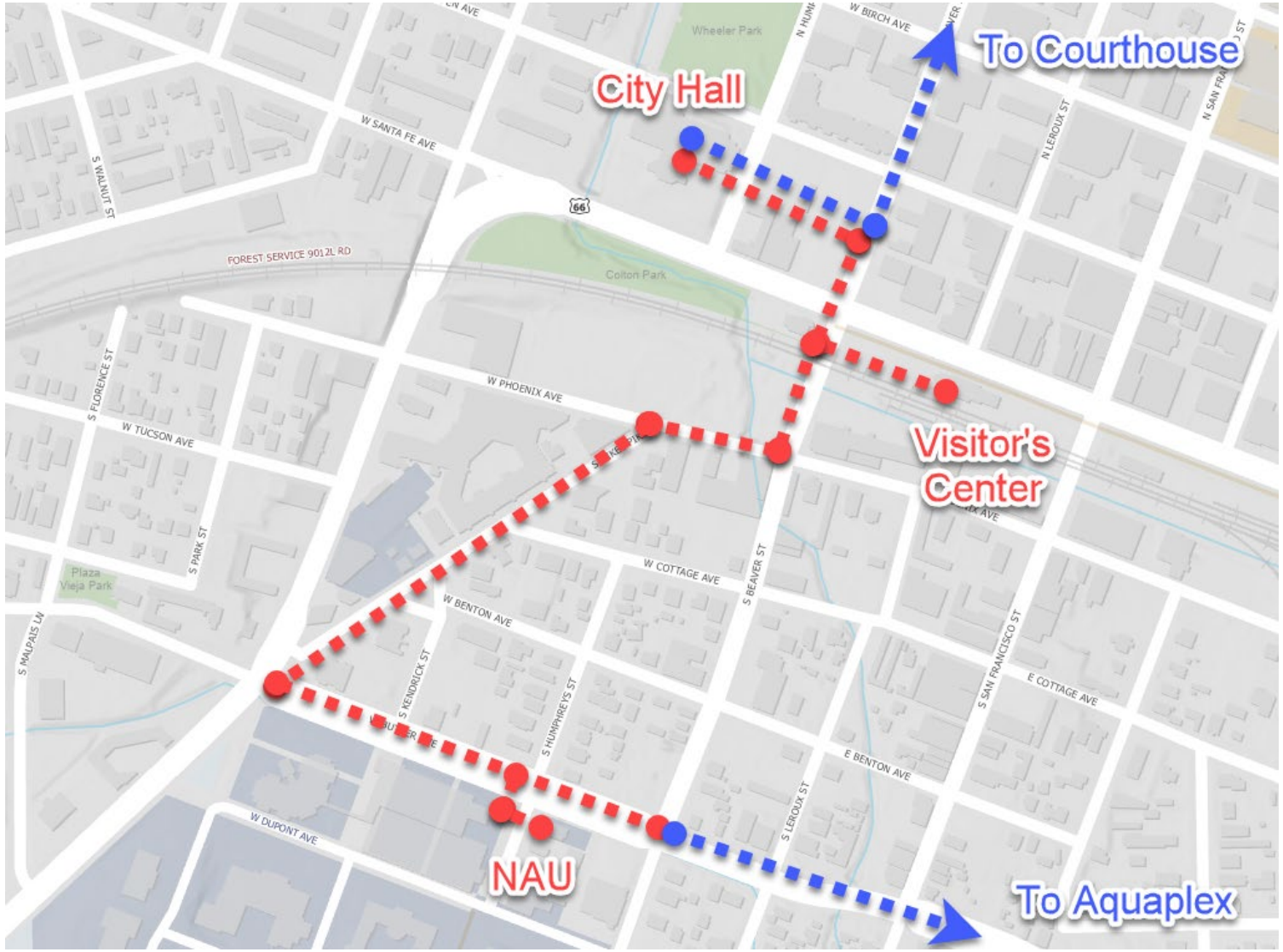
TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Fiber Route

City Hall to Butler

- Connections
  - City Hall
  - Visitor's Center/ Amtrak Station
  - Butler Pedestrian Crossing
  - NAU
  - Traffic Signal Beaver/Butler



Fiber Contract

Contractor

- Aspen Communications
  - NAU Cooperative Contract
  - Local Flagstaff Office
  - Built City Hall to New Courthouse fiber

Contract

- Total Contract = $593,593.20
- 144 fiber strands to Butler
  - 12 additional strands to Visitor Center
  - 96 strand splice to NAU

CONTRACT

This Contract is entered into as of November 8, 2019 between the Arizona Board of Regents for and on behalf of Northern Arizona University, hereinafter known as "University", and Aspen Communications, hereinafter known as "Offeror".

The initial term of this Contract shall be effective from October 26, 2018 through October 25, 2019 with an option to renew four (4) additional one (1) year periods with a total term not to exceed five (5) years.

Pursuant and subject to the provisions of University's Request for Proposal P19DC001, Addendum 1, Clarification 1 and Notice of Proposed Award, hereinafter referred to as "Proposal", and Offeror's responses to Request for Proposal P19DC001 dated September 20, 2018 and Clarification 1, hereinafter referred to as "Response", (attached hereto and incorporated herein by reference as Exhibits A, and B, respectively).

Offeror shall hereby provide Audiovisual, Electronics and Telecommunication Installation Services to Northern Arizona University during the term of this Contract subject to the requirements, terms and conditions of this Contract and those set forth in the Proposal.

In the event of conflict, the order of precedence shall be this Contract, Proposal and then Response.

The University contact shall be Paul Trujillo, PO Box 5100, Flagstaff, AZ, 86011, Email: Paul.Trujillo@nau.edu. This individual shall have University authority to make use of Offeror's resources as deemed necessary and request replacement of any personnel assigned to the University.

The undersigned have read the foregoing Contract and, as duly authorized signatories of their respective entities, hereby agree to be bound by its requirements, terms and conditions.

Aspen Communications
7 Kiji Dava Circle
Prescott, AZ 86301-5691

By Tom Richardson

Its Managing Member CEO/President

Date 11/28/2018

The Arizona Board of Regents
for and on behalf of
Northern Arizona University

By Angela Helmer

Angela Helmer
Its Assistant Director

Date Dec 7, 2018

EXHIBIT A

PROPOSAL

EXHIBIT B

RESPONSE

Aspen Engineering & Contracting
7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
www.aspentelco.com
P: 928.774.0992 | F: 928.214.9202

Date: **10 August 2022**

Project Name: **City Hall to Butler Avenue Vault OSP Fiber Optic Cabling/Pathways Project And Chamber of Commerce to Visitors Center OSP Fiber Optic Cabling/Pathway Project**

Installation Pricing Proposal

Proposed for: **City of Flagstaff**
Information Technologies Department
211 West Aspen Avenue
Flagstaff, Arizona 86001

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

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

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

Aspen Engineering & Contracting
7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
www.aspentelco.com
P: 928.774.0992 | F: 928.214.9202

Project Assumptions/Qualifications:

- It is assumed that the City of Flagstaff will be supplying any information concerning safety issues with regard to any hazardous materials for disclosure to all ASPEN employees working on this Project.
- Any additional labor or materials requested by the owner not included in the scope of this response would constitute an adjustment to the scope of work and priced accordingly. All requests for a change order will be in writing and approved by the owner representative with the authority to do so. ASPEN will proceed when all parties agree.
- **Conduit placement and cost is subject to existing conduit condition and correction if needed, Final Design and thorough exploration needed.**
- Material and Labor line items for Visitor Center project will be provided upon request.

Labor Line Items

16750 - DATA CENTER/TELECOM ROOM BUILDOUT
INSTALL FIBER OPTIC TERMINATION HARDWARE AT COF CITY HALL 1ST FLOOR EAST-IDF
INSTALL GROUNDING/BONDING HARDWARE AT CITY HALL DATA CENTER
16700 - CABLE PATHWAYS
PLACE (1) 3-CELL MAXCELL INNERDUCT IN (1) CONDUIT (3,400') - ALLEY PULL BOX TO BUTLER AVENUE VAULT
16720 - FIBER CABLE PLACING
PLACE (1) 12 SINGLEMODE PLENUM FIBER CABLE (1200') - CITY HALL 1ST FLOOR EAST-IDF TO VISITOR'S CENTER
PLACE (1) 96 SINGLEMODE OSP FIBER CABLE (200') - CROSSWALK BUTLER AVENUE VAULT TO NAU VAULT
PLACE (1) 144 SINGLEMODE OSP FIBER CABLE (3,400') - CITY HALL 1ST FLOOR EAST-IDF TO CROSSWALK BUTLER AVENUE VAULT
16740 - TELECOM ROOM TERMINATIONS/SPLICING
TERMINATE (144 + 12) SINGLEMODE OSP FIBERS AT CITY HALL 1ST FLOOR EAST-IDF
TERMINATE (12) SINGLEMODE OSP FIBERS AT VISITOR'S CENTER IDF
MAKE (144 + 96) SINGLEMODE FIBER FUSION SPLICES AT CROSSWALK BUTLER AVENUE VAULT
MAKE (96) SINGLEMODE FIBER FUSION SPLICES AT NAU VAULT
16770 - TESTING
OLTS TEST (144) SINGLEMODE OSP FIBER STRANDS - CITY HALL DATA CENTER THROUGH SPLICES TO BUTLER AVENUE VAULT
16760 - LABELING
LABEL (4) 144 STRAND OSP FIBER CABLE ENDS & TERMINATION HARDWARE
LABEL (1) 144 STRAND OSP FIBER CABLE AT (8) PULL BOXES/VAULTS
DEMOLITION
EXCAVATION/UNDERGROUND PATHWAYS SUBCONTRACTOR
TRENCH, HORIZONTAL BORE, PLACE (2) 4" CONDUITS, PLACE (3) NEW VAULTS, BACKFILL & RE-PATCH (1,000 FT.)
MISCELLANEOUS & GENERAL CONDITIONS ITEMS
MATERIALS HANDLING & CLEANUP

Aspen Engineering & Contracting
7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
www.aspentelco.com
P: 928.774.0992 | F: 928.214.9202

Materials Line Items

MFG.	PART #	DESCRIPTIONS	QUANTITY
CORNING	144EUC-T4101D20	144 STRAND, SINGLEMODE (OS2), LLT, ARMORED, ALTOS FIBER CABLE	**3,400**
CORNING	096EUC-T4101D20	96 STRAND, SINGLEMODE (OS2), TB, FREEDM ONE, FIBER CABLE (OFNP)	**200**
CORNING	012EUC-T4101D20	12 STRAND, SINGLEMODE (OS2), TB, FREEDM ONE, FIBER CABLE (OFNP)	**1,200**
CORNING	CCH-04U	RACK-MOUNTED, 4RU, CLOSET CONNECTOR HOUSING (CCH)	**2**
CORNING	CCH-CP12-B3	CCH, 12 FIBER APC, SINGLEMODE, LC CONNECTOR HOUSING PANEL	**21**
CORNING	95-200-99	UNICAM, SINGLEMODE, APC, LC CONNECTOR	**550**
CORNING	FAN-BT36-12	12 FIBER BUFFER TUBE FAN-OUT KIT, 36" LEGS	**24**
CORNING	FDC-CABLE-GRND	ARMORED CABLE GROUNDING KIT	**4**
MAXCELL	MXED86383BK1000	MAXCELL EDGE, 3-CELL STANDARD, BLACK WITH 1250# TAPE	**3,400**
		FIBER SPLICE CLOSURE, 96 FIBER,	**1**
		FIBER SPLICE CLOSURE, 144 FIBER,	**1**
CORNING	SCF-KT-6GND	SCF SPLICE CLOSURE GROUND KIT	**2**
CORNING	SCF-ST-112	24 FIBER, FUSION, HEAT-SHRINK, SPLICE TRAY (FOR SCF SPLICE CLOSURE)	**10**
CORNING	2806031-01	OPTICAL FIBER HEAT SHRINK PROTECTIVE SLEEVES (50 PKG)	**11**
3M	4460-D	SHIELD BOND CONNECTOR	**2**
3M	25T-BBE6	GROUNDING BRAID W/EYELETS	**2**
ARNCO	BLWP12-1000	1250 lbs. HIGH STRENGTH CONDUIT MEASURING "MULE" TAPE	**3**
		#6 AWG,STRANDED,GROUND WIRE - GREEN	**200**
		48 x 48 x 48 MH Vault	**3**
		In Ground Hand Hold	**1**
		CONSUMABLES (VELCRO, MOUNTING HARDWARE, LABELS, ETC.)	**1**

PROJECT SPECIFIC EXCLUSIONS

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

Aspen Engineering & Contracting
7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
www.aspentelco.com
P: 928.774.0992 | F: 928.214.9202

INSTALLATION PRICE

S Beaver Street Connection to NAU, Including Visitor's Center Connection

Aspen Communications Labor:	$ 42,236.84
Aspen Communications Materials:	$ 70,179.89
Excavation Subcontractor (Labor & Materials):	$481,176.47
Total (Installation):	**$593,593.20**

Execution: All work to be performed by BICSI and/or product-specific certified Installers and Technicians. Project Site Manager will be a BICSI certified Technician with OSHA 30. Project oversight will be provided by a BICSI certified Registered Communications Distribution Designer with Outside Plant certification. Technicians are OSHA Certified.

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

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

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

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

Please feel free to contact us if have any questions regarding this proposal. We can be reached at (928) 774-0992.

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

Nick Roach, RCDD
Network Designer
nroach@aspentelco.com

Aspen Engineering & Contracting
7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
www.aspentelco.com
P: 928.774.0992 | F: 928.214.9202

Aspen Communications, LLC
An SDVOSB, and HUBZone Company

ACCEPTANCE

Proposal Accepted By: _____ Date: _____

Printed Name/Title: _____

Email: _____

Phone: _____

NORTHERN ARIZONA UNIVERSITY

REQUEST FOR PROPOSAL
NUMBER P19DC001

FOR

AUDIOVISUAL, ELECTRONIC AND TELECOMMUNICATION INSTALLATION SERVICES

DUE DATE AND TIME

SEPTEMBER 20 AT 2:00 P.M., ARIZONA, LOCAL TIME

RFP SECTION INDEX

PROPOSAL ACKNOWLEDGEMENT RECEIPT 3

SECTION A	REQUEST FOR PROPOSAL	4
SECTION B	BACKGROUND INFORMATION	5
SECTION C	INSTRUCTIONS TO OFFERORS	6
SECTION D	OFFER FORMAT	11
SECTION E	REQUIREMENTS	12
SECTION F	TERMS AND CONDITIONS	18
SECTION G	EVALUATION CRITERIA	31
SECTION H	PRICING PROPOSAL	32
SECTION I	VENDOR INFORMATION	37
SECTION J	REQUEST FOR PROPOSAL CERTIFICATION	40
SECTION K	LEGAL WORKER CERTIFICATION	41
SECTION L	ANTI-LOBBYING CERTIFICATION	42
SECTION M	FEDERAL DEBARRED LIST CERTIFICATION	44
SECTION N	PARTICIPATION IN BOYCOTT OF ISRAEL	46
SECTION O	NORTHERN ARIZONA UNIVERSITY FORM FS13	47

PROPOSAL ACKNOWLEDGEMENT RECEIPT

NORTHERN ARIZONA UNIVERSITY	**Proposal Acknowledgement Receipt**
CONTRACTING AND PURCHASING SERVICES	

Request for Proposal number: P19DC001

Request for Proposal description: Audiovisual, Electronics and Telecommunication Installation Services

Complete, sign, and submit this document to Contracting and Purchasing Services. The completed and signed document may be faxed to Contracting and Purchasing Services at 928-523-1343, emailed to Debra.Cisneros@nau.edu or delivered through any other method.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		Fax Number
( ) -		( ) -
E-mail address, if available		
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Authorized Agent		Date

SECTION A REQUEST FOR PROPOSAL

Northern Arizona University (the University) is requesting sealed Offers from qualified firms and/or individuals for Audiovisual, Electronics and Telecommunications Installation Services to include telecommunications structured cabling, electronic equipment installations and inside/outside plant structured copper/fiber cabling services.

Offers shall be received in the Office of the Associate Vice President of Procurement, Northern Arizona University, Building 98B, Box 4124, 545 E. Pine Knoll Drive., Flagstaff, AZ 86011-4124 until 2:00 P.M., Arizona Local Time, on Thursday, September 20, 2018 at which time a representative of Contracting and Purchasing Services shall announce publicly the names of those firms submitting Offers. No other public disclosure shall be made until after award of the Contract resulting from this Request for Proposal (RFP).

Any and all questions regarding this RFP shall be directed to Contracting and Purchasing Services and to no other office or individual at the University. The University may answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Offeror shall not be entitled to rely on any verbal response from the University. Formal questions regarding any part of this RFP that may result in a material issue or a formal addendum must be submitted in writing. All correspondence regarding this RFP shall be directed to Contracting and Purchasing Services, contact information is below:

Debra Cisneros
Senior Buyer
Telephone: 928-523-0462
Fax: 928-523-1343
E-Mail: nau-purchasing@nau.edu

SECTION B BACKGROUND INFORMATION

1. UNIVERSITY BACKGROUND

The University is governed by the Arizona Board of Regents (ABOR) and is a fully accredited institution of higher learning supported by the State of Arizona. Additional information on the University may be accessed from the following link: https://nau.edu/institutional-research/.

2. PROPOSAL BACKGROUND

2.1. RFP Overview

This RFP is part of a competitive negotiation process intended to allow the University to obtain goods and/or services as outlined herein in a manner which is most advantageous to the University. This RFP provides the University the flexibility to negotiate with Offerors, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Offers will be considered public record and available for review, as allowed by law, during regular office hours after award by contacting the University's Associate Vice President of Procurement.

2.2. Term

The initial term of a resulting Contract shall be one (1) year, from date of award, with an option to renew four (4) additional one (1) year periods with a total term not to exceed five (5) years.

2.3. Intent

2.3.1. It is the University's intent to select the Offer(s), which are most favorable in all respects, including scope, availability of services, quality of services, reputation and price. If not otherwise stated herein, multiple awards may be made or an award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of the University.

2.3.2. The successful Offeror(s) will be expected to work closely with the University's designated representative(s) to administer an effective and efficient program.

SECTION C INSTRUCTIONS TO OFFERORS

1. No department, school, or office at the University has the authority to solicit official RFPs other than Contracting and Purchasing Services. All solicitations shall be performed under the direct supervision of the Associate Vice President of Procurement and in accordance with University policies and procedures.

2. Offer shall be submitted in the format shown in Section D. Offers in any other format may be rejected. Conditional Offers shall not be considered. Submit Offer signed by an authorized individual. Offer that is not signed may be rejected.

3. Offers to be submitted as:

   3.1. One (1) complete Offer, printed and bound, clearly marked as original; and

   3.2. Five (5) copies of the complete Offer on CD or other portable storage medium.

4. Submit Offer, sealed and marked as follows:

   Offeror's Name
   Offeror's Title
   RFP Number
   Date And Time Offer Is Due

5. No telephonic, electronic, or facsimile Offer shall be considered. Offer received after the date and time set for opening will be rejected. The University reserves the right to extend the time and date set for opening at any time and at its sole discretion.

6. If responding by mail, allow sufficient time for on-campus delivery.

7. Any person, firm, corporation, and/or association submitting an Offer shall be deemed to have read and understood all the terms, conditions, and requirements specified herein.

8. Definitions:

   8.1. "BET" – indicates Building Entrance Terminal.

   8.2. "Contract" – shall mean the agreement entered into between the ABOR for and on behalf of Northern Arizona University and the successful Offeror as a result of this RFP.

   8.3. "Contractor" – indicates Offeror.

   8.4. "CTS" – refers to Certified Technology Specialist.

   8.5. "Firm Price" – indicates a quoted price and conditions which remain unchanged.

8.6. "GII – refers to Graphical User Interface.

8.7. "LIU" – indicates Light Interface Unit.

8.8. "May" – indicates something that is not mandatory but permissible/desirable.

8.9. "Offer" – shall mean the proposal from an individual or firm for the provision outlined in this RFP.

8.10. "Offeror" – shall mean a person or firm submitting an Offer in response to this RFP.

8.11. "Owner" – refers to the University, Information Technology

8.12. "RMU" – indicates Rack Mount Unit.

8.13. "Shall", "Must", "Will" – indicate mandatory requirements. Failure to meet these mandatory requirements will result in rejection of Offer as non-responsive.

8.14. "Should" – indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the University may, at its sole option, ask Offeror to provide the information or evaluate the Offer without the information.

8.15. "University Representative" – shall mean University personnel or University Project Manager assigned and authorized to oversee each project.

9. Any information considered to be proprietary by the Offeror shall be placed in a separate envelope and marked "Proprietary Information". To the extent the Associate Vice President of Procurement concurs, this information shall be considered confidential and not public information. The Associate Vice President of Procurement shall be the final authority as to the extent of material, which will be considered confidential. Pricing information shall not be considered confidential.

10. Offer may be withdrawn at any time prior to the time and date set for opening.

11. Offer and accompanying documentation will become the property of the University at the time the Offer is opened.

12. The University reserves the right to cancel this solicitation, reject any or all Offers or any part thereof, or to accept any Offer or any part thereof and to waive or decline to waive irregularities in any Offer when it determines that it is in its best interest to do so. The University has the right to hold Offer for a period of ninety (90) days after the opening date, the right to accept an Offer not withdrawn before the date set for opening, to negotiate with any Offeror considered qualified, or make any award without written discussion.

13. The University reserves the right to conduct discussions and negotiations with Offeror, to accept revisions of Offer, and to negotiate price changes. The University shall not disclose any information derived from Offer or from discussions with other Offerors.

14. The University may request a presentation, demonstration or samples be given to a selection committee in the event the Offer is deemed to be among the most advantageous to the University. Contracting and Purchasing Services will schedule all presentations and in the event a presentation is scheduled, evaluation criteria and scoring may be included in the presentation invitation.

    14.1. If presentation is to be held as a webinar, Offeror will indicate information required to provide such presentation to the University, for example; University User Login.

15. Offeror may submit requests for changes or additions to the University terms and conditions set forth in Section F. Any such changes must be submitted with the Offer as required in Section D.11., or the Offeror will have waived the right to object or add to the University's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement or any other agreement, but rather as additional terms that do not conflict with the University's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to University terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be rejected as non-responsive.

16. By submitting an Offer, the Offeror agrees that any information provided within the Offer and accepted by the University shall become a binding part of a resulting Contract.

17. The successful Offeror(s) will be expected to enter into a Contract with the University which shall be a summation of the RFP, addenda, the Offer, and negotiations. The order of precedence shall be the RFP, addenda, the Offer, and negotiations. The University's terms and conditions shall be incorporated into the resulting Contract between the University and the successful Offeror.

18. The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the Offeror shall make every effort to use SB & SDB in the performance of the Contract.

19. Requests for clarification of information shall be received no later than ten (10) days prior to the time and date set for opening. Interpretation and/or correction shall be given as written addenda to the RFP. Each addendum shall be mailed, faxed or E-mailed to each Offeror of record. Failure to object within the timeframe will constitute a waiver of the right to object and shall not be grounds for a protest.

20. Any objections to alleged errors, irregularities, improprieties, specifications or content shall be made prior to the time and date set for opening. Failure to object prior to the time and date set for opening will constitute a waiver of the right to object and shall not be grounds for

a protest.

21. Failure to receive an addendum shall give Offeror the option of:

    21.1. Accepting the resulting Contract, if offered, including all addenda, at the proposed price.

    21.2. Withdrawing its Offer without penalty.

22. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.

23. Unless specifically stated to the contrary, manufacturer's names, trade names, brand names, or catalog numbers used in the specifications of this RFP shall be for the purpose of describing and/or establishing the quality, design, and performance required. Such reference shall not be intended to limit or restrict an Offer. Any Offer, which proposes like quality, design, and/or performance, shall be considered.

24. The University will not guarantee any minimum purchase volumes of any kind from the resulting Contract.

25. The University shall not reimburse the Offeror the costs associated with responding to the RFP.

26. Offeror shall acquire and maintain, at their sole expense, all necessary parking permits required by the University. Parking permits along with regulations governing traffic and parking are available from University Parking and Shuttle Services (928-523-6623) located at 113 W Dupont Ave., Flagstaff, AZ 86011. Permit applications and vehicle registration may also be accessed on-line at http://nau.edu/parking. Regulations shall be applicable to all employees of Offeror and will be strictly enforced. All fines incurred shall be the sole responsibility of the Offeror.

27. All buildings on the campus of Northern Arizona University have been surveyed by a certified testing agency to determine the presence of asbestos containing building materials (ACBM's) and presumed asbestos containing materials (PACM's). These surveys document the presence of asbestos in a variety of building materials and locations in multiple buildings at the University campus. The test results are documented and on file with the University's Office of Regulatory Compliance and are available for review by contacting the Asbestos Program Coordinator, at 928-523-6435.

    Renovation/Construction/Removal and/or Installation services that may impact and/or disturb existing building materials shall require Offeror to sign, and submit with Offer, Northern Arizona University Form FS#13: (Contractor Notification and Confirmation for Asbestos Containing Building Materials) which has been prepared with project or site specific information or recommendations; or which contains directions for obtaining site specific asbestos information prior to the commencement of work. (refer to Section P).

No work shall commence prior to Offeror receiving, reviewing, and signing this FS-13 form and/or any attached Asbestos Survey Result Summary page with appropriate University signatures. Collectively, these forms provide notification of the presence of any ACBM's which have been identified to be present in the area of this project.

28. Offeror shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable.

29. In accordance with Arizona Executive Order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona, July 16, 1996, the University formally requests that all products used in the performance of any Contract resulting from the RFP be low or no content of reactive organic compounds, to the maximum extent possible.

30. Pursuant to A.R.S. §34-451, the University is required to purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this RFP is for a product in a category for which ENERGY STAR® or certified products are available, submit evidence of the ENERGY STAR® status or certification for products offered.

31. Unless reasonable objection is made in writing as part of the Offer, the resulting Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant Contract, applicable entities must have entered into a cooperative purchasing agreement with either the Arizona Board of Regents for and on behalf of Northern Arizona University or the State of Arizona pursuant to ARS 41-2632.

32. The University treats Offerors in a fair, honest, and consistent manner by conducting the RFP process in good faith and by granting all Offerors a comparable opportunity to win an award. In the event Offeror feels the process did not follow established policies and qualifies as an interested party, Offeror may file a protest pursuant to the Arizona Board of Regents (ABOR) procurement procedures, Section 3-809. The University takes protests seriously and expects Offerors to do so as well. Frivolous protests shall not result in gain for the Offeror and shall not be considered.

    Protests shall be received in the Office of the Associate Vice President of Procurement, Becky McGaugh, Northern Arizona University, Building 98B, Box 4124, 545 E. Pine Knoll Drive., Flagstaff, AZ 86011-4124.

SECTION D OFFER FORMAT

In order to facilitate direct comparison, submit Offer using this format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Offer.

1. Completed and signed RFP Certification (refer to Section J).

2. Completed and signed Legal Worker Certification (refer to Section K).

3. Completed and signed Anti-Lobbying Certification (refer to Section L).

4. Completed and signed Federal Debarred List Certification (refer to Section M).

5. Completed and signed Participation in Boycott of Israel (refer to Section N).

6. Completed and signed Northern Arizona University Form FS13 (refer to Section O).

7. Offeror's Qualifications and Experience (refer to Section E.1.).

8. Project Resources (refer to Section E.2.).

9. Client References (refer to Section E.3.).

10. A detailed technical Offer (refer to Section E.4. - E.16.).

11. Exceptions to the Terms and Conditions of the RFP (refer to Section F).

12. Pricing Proposal (refer to Section H).

13. Vendor Information (refer to Section I).

SECTION E REQUIREMENTS

The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the University's requirements. Submit a fully detailed Offer that adequately describes the advantages and benefits to the University.

Provide a detailed response to each requirement in Sections 1.-16. of this Section E, individually and numbered to match each requirement. At minimum, in such case where a detailed response is not applicable, indicate ability to comply with and/or agreement to the numbered requirement. Offeror is encouraged to provide any additional information that is not specifically identified in this RFP.

1. QUALIFICATIONS/EXPERIENCE

    1.1. Provide a corporate history/management summary and evidence that the Offeror Audand/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Describe Offeror's growth for the past three (3) years.

    1.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years and if selected for negotiations, Offeror may be required to provide the last two (2) years of audited financial statements.

    1.3. Describe the material issues of any current patent or copyright lawsuits or legal actions against Offeror including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.

    1.4. Detail experience with similar/like projects.

2. PROJECT RESOURCES

    2.1. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The University reserves the right to review Offeror's staff assigned for relevant qualifications and experience.

        2.1.1. Include the designate a single point of contact that will be authorized to represent and speak on all business and contractual matters. Provide a Primary and secondary point to be utilized in the event the primary is not available

    2.2. Provide a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.

        2.2.1. Provide a designated single point of contact authorized to represent and speak on all business and contractual matters. Provide a primary and secondary

point of contact to be utilized in the event the primary contact is not available. Indicate if contacts are authorized to represent and speak on behalf of Offeror.

2.3. Offeror will be required to conduct relevant and appropriate background checks and fingerprinting according to the University's policies (refer to www.nau.edu/hr to review this policy) on all assigned employees and new hires to ensure that it does not assign any employee or agent to the University who may reasonably be considered to pose a threat to the safety or welfare of the University community or its property. Offeror will share background check information and other supporting documentation including disciplinary action for any employee, upon written request by the University.

2.4. Offeror may subcontract installation, training, warranty, or maintenance service with prior University authorization. List and describe any subcontractor's qualifications and relevant experience. Describe how Offeror guarantees subcontractor performance. Offeror shall remain solely responsible for the performance of a resulting Contract from this RFP. All University payments for goods and/or services shall be made directly to the Offeror.

2.5. The University reserves the right to inspect Offeror's facilities prior to Contract award or any time throughout the term of the Contract.

3. CLIENT REFERENCES

Provide, at minimum, three (3) references, not including Northern Arizona University, identifying firms with requirements similar to those of the University. Provide the name of the firm, contact person, email and the telephone number. The University reserves the right to contact additional references not provided by Offeror. Preference may be given for those references, which are most similar to the University.

4. PREFERRED PAYMENT METHOD

The University prefers to pay for goods and/or services via the Corporate VISA liability card. Describe, in detail, Offeror's ability to accept this preferred method of payment. Describe how the University can utilize its Corporate Visa card to pay for goods and/or services.

5. CERTIFICATIONS

5.1. Provide copies of all applicable certifications with Offer.

5.2. Offeror to maintain a valid State of Arizona L-67 or Arizona equivalent, contracting license for a minimum of four (4) years. Provide license number or other Arizona equivalent contracting license.

5.3. Electronic and Telecommunication Certifications:

5.3.1. Belden certified installer, authorized to provide a Belden SureBit or ChannelMate warranty solution.

5.3.1.1. Provide all current Belden, BICSI, or equivalent certifications to include design for all designers, technicians and installers providing installation services on behalf of the University.

5.3.2. Registered Communications Distribution Designer (RCDD) certification.

5.3.3. At minimum, to be OSHA 30 trained.

5.4. Audiovisual Certifications:

5.4.1. CTS and CTS-I certifications.

5.4.2. At minimum, to be OSHA 10 trained.

6. OFFER SUBMISSION OPTIONS

6.1. Offers may be submitted in one category or any combination of the three categories; Audiovisual, Electronic and Telecommunication installation services.

6.2. Indicate which option under Section E.5. which is being Offered.

7. AV INSTALLATION SERVICES

7.1. Offeror on-site personnel to hold CTS and CTS-I certifications while providing installation services.

7.2. Audiovisual cabling to be Crestron Digital Media for Crestron systems.

8. TELECOMMUNICATIONS INSTALLATION SERVICES

8.1. Offeror's personnel with BICSI, RCDD credentials to perform project management and installation on a weekly basis or as requested by the University.

8.2. Offeror to assign certified BICSI personnel lead technician to be on-site during project installation at all times.

8.3. Test results to be provided. Certifiable test results from Fluke DTX equipment may be acceptable.

9. GENERAL SPECIFICATIONS

9.1. Quotes to include the following:

9.1.1. Copies of certifications for assigned personnel, listed in Section E.5. for verification.

9.1.1.1. No work to commence on the University campus until certificates have been verified by the University.

9.1.2. Warranty information.

9.1.3. Description and part numbers.

9.2. The University may request a Firm Price quote.

9.3. Provide a complete scope of work. Offeror to be responsible for any additional costs due to misinterpretation of the scope of work.

9.4. Offeror to be responsible for inspecting the architecture of several buildings before providing pricing.

9.5. University's Technology Services will provide a University Representative for the Offeror for a given project. The University Representative will provide any interface the Offeror will need with the University.

9.6. Offeror's personnel added during the project to be approved by University.

9.7. Project schedule to include the start and completion dates and the number of hours at each phase of the project.

9.8. Meet and maintain the University's technical standards. https://nau.edu/uploadedFiles/Administrative/Finance_and_Administration/Facility_Services/Documents/Tech_Standards/FY17_Volume_1/Complete%20DGTS.pdf

9.8.1. The University reserves the right to determine if specific certifications required in the standards are required for award of a Contract.

9.8.2. Work performed is to be in accordance with the most current, University's Division 26 and Division 27 standards.

9.8.3. Division standards may be implemented at any point in the project and at no additional cost to the University.

9.9. Comply with OSHA standards. https://www.osha.gov/

9.9.1. OSHA violations may result in an immediate removal from the project.

9.10. Provide an electronic, as-built in PDF format or in DWG, as requested.

9.11. Offeror will be required to submit a University's inspection form on each project.

9.12. Offeror's must have written approval for any and all change orders from an authorized University Representative before proceeding.

9.12.1. Offeror will not be compensated for unauthorized change orders.

9.13. Describe in detail, tools, truck reels and fusion splicers used to perform services.

10. . MATERIALS

10.1. The University may request Offeror to provide materials.

10.2. Material pricing to be most advantageous to the University.

10.2.1. Provide all discounts, rebates, credits, salvage commissions and any other benefits when providing pricing for materials.

10.3. Offeror to provide copies of material invoices, if requested.

10.4. Offeror to verify with the University material availability before purchasing materials.

10.4.1. Offeror to contact the University representative prior to picking up University provided materials.

10.4.1.1. Pick up location is Building 54, Information Systems Building.

10.4.1.2. University will not compensate Offeror to pick up materials.

11. HOURS AND SCHEDULING

11.1. Any work required to be performed outside of normal business hours of Monday through Friday, 8:00 AM to 5:00 PM to be arranged in advance with the authorized University Representative.

11.2. Offeror must work closely with the University Representative when scheduling work to ensure the campus can maintain uninterrupted operations.

11.3. Residence Hall access is strictly prohibited without a minimum 48 hours' notice. To request access into a Residence Hall submit the request to the University Representative.

11.4. Offeror and all employees shall wear company shirt with visible company badge stating employee name, employee ID and company logo while on campus.

12. CLEAN UP REQUIREMENTS

12.1. At the completion of the project, Offeror to deliver replaced equipment and any excess materials to building 54, Information Systems Building.

12.2. At the end of each shift, Offeror to remove any debris, tools or any other potential hazards from the area and at completion of the project return site to its original condition.

13. ADDITIONAL AGREEMENTS

Refer to Section C.15.

14. WARRANTY

Provide warranty information to the University for all materials, equipment and labor furnished under this Contract. The warranty period for Offeror provided materials shall be no less than a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is later. The warranty period shall commence upon date of acceptance by the University. Offeror shall provide the University with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

15. QUALITY ASSURANCE PLAN

Provide a quality assurance plan that details the methods by which the Offeror guarantees performance.

16. SUSTAINABLITY

The University is committed to buying products with recycled content or environmentally sustainable alternatives. Identify all environmentally sustainable features and supply all relevant specifications of offered product. Include in the Offer, information regarding your firm's overall sustainable efforts.

17. ADDITIONAL SERVICES

Offeror may provide, on a separate page, referencing this Section E.17., additional goods and/or services including associated costs that are not addressed herein. The University shall determine, in its sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit dependent on the needs of the University.

SECTION F TERMS AND CONDITIONS

Offeror may submit requests for changes or additions to the University terms and conditions set forth in this Section F. Any such changes must be submitted with the Offer as required in Section D.11., or the Offeror will have waived the right to object or add to the University's terms and conditions. Additions may not be submitted as the Offeror's standard terms and conditions, license agreement or any other agreement, but rather as additional terms that do not conflict with the University's terms and that are necessary for the success of the Contract. An Offer contingent upon changes or additions to University terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be rejected as non-responsive.

1. **Remedies and Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Offeror shall have all remedies afforded by said law.

2. **Public Records.** The parties acknowledge that Northern Arizona University is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by Northern Arizona University requesting records described as confidential, which Northern Arizona University determines must be disclosed, Northern Arizona University shall notify the other party prior to disclosure.

3. **Interpretation-Parol Evidence.** This writing shall be intended by the parties as a final expression of their Contract and shall be intended also as a complete and exclusive statement of the terms of their Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Contract, the definition contained in the Code is to control.

4. **Dispute Resolution.** Except as otherwise provided herein, all Contract claims and controversies arising under this Contract shall be resolved pursuant to Arizona Board of Regents procurement procedures, Section 3-809, in particular Section 3-809C.

5. **Equal Opportunity Clause.** Offeror and any subcontractor(s) shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Offeror and any subcontractor(s) take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Non-Discrimination.** During the performance of this Contract, the Offeror agrees not to discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin, or because he or she has a disability, or because he or she is a qualified protected veteran. The aforesaid provision 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. The parties agree to comply with Arizona Executive Order 99-4, prohibiting discrimination in employment by government Contractors, to the extent applicable to this Contract.

7. **Family Education Rights and Privacy Act.** To the extent Offeror will have access to student educational records, this paragraph will apply. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Offeror will comply with the Family Education Rights and Privacy Act and will not access or make any disclosures of the University's student educational records to third parties without prior notice to and consent from the University, or as otherwise provided by law.

8. **Health Insurance Portability and Accountability Act.** Offeror shall abide by all laws and regulations that protect the privacy of healthcare information to which Offeror obtains access under this Contract. Offeror and the University acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, and the federal privacy regulations as contained in 45 CFR Part 164 may apply to Offeror and the University, and their relationships and operation under this Contract. If necessary, Offeror and the University will enter into a standard Business Associate Agreement, and any other required Health Insurance Portability Accountability Act agreements. To the extent the terms thereof relate to Offeror's performance under this Contract, the provisions of such Business Associate Agreement shall control.

9. **Americans with Disabilities Act and Rehabilitation Act.** Offeror will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

   All electronic and information technology and products and services to be used by University faculty/staff, students, program participants, or other University constituencies must be compliant with the Americans with Disabilities Act as amended and the Rehabilitation Act. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

   9.1. **Electronic and Information Technology**. Any acquisition considered electronic and information technology "EIT" as defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101 must comply with Section 508 (36 CFR Part 1194) and requires the submission of a completed Voluntary Product Accessibility Template "VPAT" so that the University may ascertain conformance. Offers without a completed VPAT

may be disqualified from competition.

9.1.1. EIT is information technology "IT" and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. EIT includes, but is not limited to:

9.1.1.1. telecommunication products, such as telephones;
9.1.1.2. information kiosks and transaction machines;
9.1.1.3. World Wide Web sites;
9.1.1.4. software;
9.1.1.5. multimedia (including videotapes); and
9.1.1.6. office equipment, such as copiers and fax machines.

9.1.2. The University reserves the right to perform real-world testing of a product or service to validate Offeror's claims regarding Section 508 conformance. To facilitate testing Offeror will, upon request, provide the University with access to the product being considered for purchase for a period of at least thirty (30) calendar days.

9.2. **Services and Products.** An accessible service or product is one that can be used by as many people as possible, taking into account their physical, cognitive, emotional, and sensory differences.

9.2.1. Services provided include, but are not limited to:

9.2.1.1. education and training;
9.2.1.2. cultural and athletic events;
9.2.1.3. vehicle rentals
9.2.1.4. event space and lodging; and
9.2.1.5. parking and transportation.

9.2.2. Products include, but are not limited to:

9.2.2.1. instructional materials;
9.2.2.2. office equipment;
9.2.2.3. office and classroom furniture; and
9.2.2.4. kiosks.

10. **Indemnification.** Offeror shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Offeror or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or

amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Offeror to conform to 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 Offeror from and against any and all claims. It is agreed that Offeror shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Offeror agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from services performed by the Offeror for the State of Arizona.

11. **Labor Disputes.** Offeror shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of this Contract.

12. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Contract are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

13. **No Waiver.** No waiver by the University of any breach of the provisions of this Contract by the Offeror shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Contract.

14. **Modifications.** This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

15. **Assignment-Delegation.** No right or interest in this Contract shall be assigned or delegation of any obligation made by Offeror without the written permission of the University. Any attempted assignment or delegation by Offeror shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. **Assignment of Anti-Trust Overcharge Claims.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Offeror hereby assigns to the Arizona Board of Regents any and all claims for such overcharges.

17. **Cancellation for Lack of Funding.** This Contract may be canceled without any further obligation on the part of the Arizona Board of Regents and Northern Arizona University in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Offeror shall be notified in writing of such non-appropriation at the earliest opportunity.

18. **Cancellation of State Contract.** In accordance with A.R.S. §38-511, this Contract may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the University shall, at anytime while the Contract or any extension of the Contract shall be in effect, be an employee of any other party to the Contract in any capacity or a consultant to

any other party of the Contract with respect to the subject matter of the Contract.

19. **Cancellation for Conflict of Interest.** The parties agree that this Contract may be canceled for conflict of interest in accordance with A.R.S. §38-511.

20. **Termination.** The University may by written notice, stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The University shall pay the Offeror as full compensation for performance until such termination: (1) the unit or pro rata Contract price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by the Offeror as approved by the University, with respect to the undelivered or unacceptable portion of this Contract, provided compensation hereunder shall in no event exceed the total Contract price.

21. **Termination for Default.** In the event that the Offeror shall fail to maintain or keep in force any of the terms and conditions of this Contract, the University may notify the Offeror in writing of such failure and demand that the same be remedied within ten (10) days. Should the Offeror fail to remedy the same within said period, the University shall then have the right to terminate this Contract.

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

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

24. **Gratuities.** The University may, by written notice to the Offeror, cancel this Contract if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Offeror in providing such gratuities.

25. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Offerors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

26. **Inspection and Audit.** All books, accounts, reports, files, and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Northern Arizona University, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Contract. Such records shall be produced at Northern Arizona University, or such other location as designated by Northern Arizona University, upon reasonable notice to the contracting party.

27. **Insurance Requirements.** Offeror may be requested to provide the University with a Certificate of Insurance prior to the commencement of services/contract. Offeror and subcontractors, without limiting any liabilities or any other obligations, shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Offeror, its agents, representatives, employees or subcontractors.

    The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Offeror from liabilities that might arise out of the performance of the work under this Contract by the Offeror, its agents, representatives, employees or subcontractors, and Offeror is free to purchase additional insurance.

    The University reserves the right to request and receive certified copies of any or all of the following listed policies and/or endorsements within ten (10) calendar days of Contract signature. Neither Offeror's failure to provide, nor University's failure to obtain proof of compliance shall act as a waiver of any term of this Contract.

    The Certificate of Insurance shall be from an insurance carrier lawfully authorized to do business in the State of Arizona, or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and rated at least an A-, VII (7) in the current A.M. BEST RATINGS. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect the Offeror from potential insurer insolvency Coverage provided by the Offeror shall not be limited to the liability assumed under the indemnification provisions of this Contract. The Certificate shall include the following minimum insurance coverages:

    Commercial General Liability of $1,000,000 minimum combined single limit (CSL) each occurrence and $2,000,000 general aggregate, to include the following: Policy shall include bodily injury, property damage, personal injury, advertising injury and broad form contractual liability coverage.

Each Occurrence	$1,000,000
Damage to Rented Premises	$ 50,000
Personal and Advertising Injury	$1,000,000

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000

Commercial Automobile Liability of $1,000,000 minimum combined single limit (CSL) each occurrence, to include either "ANY AUTO" or "SCHEDULED, HIRED, OWNED, NON-OWNED AUTOS". Policy shall contain a severability of interests provision.

Workers' Compensation coverage for all employees which meets Arizona statutory benefits; including Employers Liability with minimum limits of $1,000,000 each accident, $1,000,000 each employee/disease, $1,000,000 policy limit/disease. Additional insured is not required.

If designated as a Sole Proprietor/Independent Contractor with no employees, the State of Arizona (ARS §23-901, ARS §23-961M) requires submittal of a written Sole Proprietor Waiver or Independent Contractor Agreement. The documents can be found at: Sole Proprietor Waiver/Independent Contractor Agreement

Builders Risk coverage in an amount that represents the projects estimated completed value.

Certificate Holder: The, State of Arizona, the Arizona Board of Regents and Northern Arizona University shall be named as the certificate holder.

Additional Insured: The certificate shall name The State of Arizona, The Arizona Board of Regents, Northern Arizona University, its departments, agencies, boards, commissions, officers, officials, agents and employees as additional insured on General and Automobile Liability, with respect to liability arising out of the activities performed by or on behalf of the Offeror. Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this Contract.

Primary Coverage: The following statement shall be included - "the coverage afforded under this certificate shall be primary insurance with respect to all other available sources, except Workers Compensation insurance. Any self-insurance or other insurance carried by the State of Arizona, the Arizona Board of Regents, and Northern Arizona University, their officers, or employees, if any, shall be excess and not contributory to the insurance provided by the named insured.

W**aiver of Subrogation:** Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Offeror. The waiver of subrogation applies to Commercial General Liability, Commercial Auto Liability, and Workers' Compensation.

The following statement shall be included: Coverage afforded under these policies will not be canceled, terminated, or materially altered until 30 days prior written notice has been given to Northern Arizona University, with the exception of a ten (10) day notice of

cancellation for non-payment of premium, any changes material to compliance with this Contract.

Description of activity/property/contract at Northern Arizona University.

Material Breach: Failure on the part of Offeror to meet these requirements shall constitute a material breach upon which the State of Arizona, the Arizona Board of Regents and the University may immediately terminate this Contract, or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the University shall be repaid by Offeror to the University upon demand, or the State of Arizona and the University may offset the cost of the premiums against any monies due to Offeror.

Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the University.

28. **Package Goods**. Offeror shall package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Offeror's name and address; (b) University's name, address and purchase order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) The number of the container bearing the packing slip. Offeror shall bear cost of packaging unless otherwise provided.

29. **Shipment Under Reservation Prohibited**. Offeror shall not be authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of the goods.

30. **Liens.** All goods delivered and labor performed under this Contract shall be free of all liens and, if the University requests, a formal release of all liens shall be delivered to the University.

31. **No Replacement of Defective Tender**. Every tender of goods shall fully comply with all provisions of this Contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Offeror shall not have the right to substitute a conforming tender.

32. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point(s) of delivery. Prices shall be F.O.B. Destination. Offeror shall retain title and control of all goods until they are delivered, received and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Offeror. The Offeror shall file all claims for visible and concealed damage. The University shall notify the Offeror promptly of any damaged goods and shall assist the Offeror in arranging for inspection. Notice of rejection may be made to the Offeror at any time within one month after delivery has been made. When supported by a written statement from the University, the Offeror shall not dispute its claims of damage.

33. **Right of Inspection.** The University shall have the right to inspect the goods at delivery before accepting them.

34. **Warranties**. In addition to any implied warranties, Offeror warrants that the goods furnished shall conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the Offeror, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.

35. **Sales and Use Tax.** The Offeror shall comply with and require all of his subcontractors to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Offeror further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Offeror or any subcontractor to comply with the provisions of any or all said laws in amendments. The University is not exempt from state sales excise tax and compensation use tax.

36. **Furnish and Install.** The items in this Contract shall be provided on an Offeror furnish and install basis. Offeror shall have complete responsibility for the items or products until they are in place and working. Any special installation preparation and requirements shall be submitted to the University. All transportation and coordination arrangements shall be the responsibility of the Offeror. Delivery of products shall be coordinated so that products shall be delivered direct to the installation site. This shall minimize the risk of loss and/or damage and shall avoid double handling.

37. **Changes.** Within the limits allowed by law, Offeror agrees that the University may order additional services, or make changes by altering, adding to, or deducting from the proposed services, the Contract sum being adjusted accordingly, and Offeror shall enter into a modification of the Contract to reflect said changes.

38. **Installment Payment Contract.** The University is precluded from entering into an installment Contract unless such Contract can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds shall not be allocated for this Contract for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University shall not be obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Offeror of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Contract in order to acquire similar goods and/or services from another party.

39. **Price Adjustment.** Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Offeror. The University shall not approve price increases that shall merely increase the gross profitability of the Offeror at the expense of the University. Price change requests shall be a factor in the Contract extension review process. The University shall determine whether the requested price increase or an alternate option shall be in the best

interest of the University.

40. **Fixed Escalation Clause.** Offeror shall certify a fixed maximum percentage of escalation of costs of goods and/or services for a period of five (5) years following expiration of warranty. Cost shall not exceed five (5) % per year or Consumer Price Index (CPI), whichsoever is less.

41. **Invoices.** Invoices covering each delivery shall be mailed to Accounts Payable once a month. Invoices shall be for all items delivered within the month. The intent shall be to receive one (1) monthly billing. All invoices shall reference the purchase order number and the Contract.

42. **Payment**. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation shall be payable only and solely from funds appropriated for the purpose of the Contract.

43. **Debarment and Suspension.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at https://www.sam.gov/index.html/#1.

44. **Personnel.** Employees of the Offeror assigned to the project and identified by name in the Contract shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.

45. **Independent Contractor.** It shall be understood that Offeror shall operate as an Independent Contractor, not as an employee or agent of the University.

46. **Service Marks and Trademarks.** For purposes of this provision, the phrase "NAU Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the University. Offeror agrees to comply with the University's trademark licensing program concerning any use or proposed use by Offeror of any of NAU Mark on goods, in relation to services, and in connection with advertisements or promotion of Offeror or its business. Except as expressly authorized in this Agreement, Offeror is not permitted to use any NAU Mark without prior written approval of the University. Prior to any use of an NAU Mark by Offeror or its affiliates or successors or assigns, Offeror will comply with NAU's Licensing Policy http://nau.edu/licensing.

47. **Advertising/Publishing.** Offeror shall not advertise or publish, without the University's prior consent, the fact that the University had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statues.

48. **Legal Workers.** Pursuant to ARS §41-4401 the University is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with ARS § 23-214-A. Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

    Offeror acknowledges that a breach of this warranty by Offeror or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Offeror, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Offeror and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Offeror's warranty is not applicable where the Offeror is a governmental entity nor is the Offeror required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

49. **Data Ownership.** Northern Arizona University will own, or retain all of its rights in, all data and information that Northern Arizona University provides to Offeror, as well as all data managed by Offeror on behalf of Northern Arizona University, including all output, reports, analyses, and other materials relating to or generated by the services, even if generated by Offeror, as well as all data collected, extracted, or received through Northern Arizona University's or Offeror's use of the services or deliverables (collectively, the "Northern Arizona University Data"). The Northern Arizona University Data shall be considered Northern Arizona University's confidential information. Offeror shall not use, access, disclose, or license or provide to third parties, any Northern Arizona University Data, or any materials derived therefrom, except, in each case, as authorized in writing by Northern Arizona University. Without limiting the generality of the foregoing, Offeror may not use any Northern Arizona University Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, Northern Arizona University's prior written consent.

50. **Non Disclosure and Trade Secrets.** Offeror may receive (or has received) from the University and otherwise be exposed to confidential and proprietary information relating to the University's business practices, strategies and technologies, NAU Data as well as confidential information to the University necessary to perform the services and/or provide the deliverables (collectively, NAU Confidential Information). The University's confidential information may include, but not limited to, confidential and proprietary

information supplied to the Offeror with the legend "NAU Confidential and Proprietary" or other designations of confidentiality. As between the Offeror and the University, the NAU Confidential Information is the sole, exclusive, and valuable property of the University. Accordingly, Offeror will not reproduce or otherwise use any of the NAU Confidential Information except in the performance of the Services or the provision of the Deliverables and will not disclose any of the NAU Confidential Information in any form to any third party, either during or after the Term, except with the University's prior written consent. Upon termination of the Contract, Offeror will cease using and will return to the University, all originals and all copies of the NAU Confidential Information, in all forms and media, in Offeror's possession or under Offeror's control. In addition, Offeror will not disclose or otherwise make available to the University any confidential information of the Offeror or received by contractor from any third party.

Offeror will have no obligation to maintain as confidential any NAU Confidential Information (other than NAU Data) that Offeror can show: (i) was already lawfully in the possession of or known by Offeror before receipt from the University; (ii) is or becomes generally known in the industry through no violation of the contract or any other agreement between the parties; (iii) is lawfully received by the Offeror from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the University sufficient to allow the University to contest such order; or (v) is approved in writing by the University for release or other use by Offeror.

51. **Payment Card Industry Data Security Standard.** For e-commerce business and/or credit card transactions, Offeror agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Offeror is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard "PCI DSS", Payment Application Data Security Standard "PA DSS" for software and PIN Transaction Security "PCI PTS" for hardware and provide attestation of compliance annually. The technical solution must include the following:

51.1. Offeror maintains their own network operating on their own dedicated infrastructure. Offeror's network includes a firewall that includes access control rules that separate Offeror's PCI network from the University and restricts any communication between Offeror's network devices and the University systems.

51.2. Offeror treats the University network as an untrusted network and encrypts all cardholder data traversing the University network using industry standard encryption algorithms.

51.3. A system where the University has no ability to decrypt cardholder data.

51.4. Devices must be Secure Reading and Exchange of Data "SRED" and PTS 3.x compliant. Europay, MasterCard and Visa "EMV" compliance is required by

October 1, 2015.

52. **Weapons.** The University prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the University or its affiliated or related entities, in all University residential facilities (whether managed by the University or another entity), in all University vehicles and at all University or University-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the NAU Police Department. Notification by Offerors to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of Offeror "Offeror Parties" of this policy is a condition and requirement of the Contract. Offeror further agrees to enforce this contractual requirement against all Offeror Parties.

53. **Tobacco Free.** The University recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Beginning July 1, 2016 the use of all tobacco products, including those not approved by the FDA for cessation is prohibited on university property, facilities, grounds, parking structures, university-owned vehicles and structures owned or leased by the University. This includes, but is not limited to, the use of cigarettes, e-cigarettes, hookah, e-hookah, chew, dip, snuff, cigars, pipes, vaporizers, etc. For additional information, go to http://nau.edu/Tobacco-Free/Policy/.

54. **Participation in Boycott of Israel.** Pursuant to Arizona Revised Statute §§ 35-393 and 35-393.01, Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel.

55. **Essence of Time.** Time shall be of the essence as to matters contemplated by a resulting Contract under this RFP.

SECTION G EVALUATION CRITERIA

It is the University's intent to make an award to Offeror(s) that, in the opinion of the University, present Offers that appear to be favorable to the University, based upon the scope, availability of services, quality of services, reputation, and price offered. The criteria for evaluation of responses will be based on the following point structure:

1. Offeror's Qualifications, Project Resources, Client References (refer to Section E.1. – E.3.).

   30

2. A detailed technical Offer including, but not limited to, clarity and reasonableness of proposed method of accomplishing the requirements and the ability to satisfy all components specified (refer to Section E.4.–E.17.).

   20

3. Exceptions to the Terms and Conditions of the RFP (refer to Section F). Points will not be assigned to this category, however Offers that are contingent upon changes to the University's terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be considered non-responsive.

4. Price Proposal (refer to Section H).

   40

5. Overall responsiveness to RFP.

   10

SECTION H PRICING PROPOSAL

Unit costs and fixed labor rates are for labor only. Offeror to be responsible for inspecting buildings before establishing unit price or fixed pricing.

Pricing to be based on labor and consumables.

Consumables provided by Offeror, to include but not limited to, tape, jet line, Velcro, anchors, cable lubricants, solvents, gels or any items used for installation.

Outside plant fiber optic copper cabling installation pricing to include one (1) setup time and a price per foot for installation. Lengths will vary per installation.

Telecommunication plant cabling, to include any cabling connecting to the University's Information Technology closet. Costs to include the installation of J-hooks or approved supports for the length of the cable run, replacement of existing pull strings, fire stopping materials as required, labeling of the all cables, patch panels, one hundred ten (110) termination blocks, faceplates and test results per the University's most current Technical Standards Division 27.

Pricing to include all materials and labor:

Telecommunication

1. Install terminate and test one duplex category outlet consisting of one (1) yellow Cat6 and one (1) blue Cat6 cables with matching color jacks, under any conditions. $

2. Install terminate and test one quad category outlet consisting of two (2) yellow Cat6 and two (2) blue Cat6 cables with matching color jacks, under any conditions. $

3. Install terminate and test one hexed category outlet consisting of three (3) yellow Cat6 and three (3) blue Cat6 cables with matching color jack,s under any conditions. $

4. Install terminate and test one duplex category outlet consisting of two (2) category six (6a) gray cables with matching color jacks, under any conditions. $

5. Removal of one (1) existing workstation up to (four) 4 cables from IT room to Workstation, work to include the removal/ modification of any labels blank cover or associated hardware, under any conditions. $

6. Installation and test of a single ISP rated pre-terminated two (2) strand duplex fiber optic cables and test back to building demarcation point, under any conditions. $

7. Installation and continuity test of one (1) two (2) conductor power wires,

12-23awg, under any conditions. $

8. Installation and test of a pre-terminated two (2) conductors, two (2) strand composite cables 12-23awg under any conditions. $

9. Installing and connecting to fiber and power with a power brick or Fenix connection to a single desk or wall mount ONT. Offeror must verify connectivity with the University's Network Operations Center prior to completion. $

10. Installation of the Cisco, model number, thirty-six thousand (3600) internal antenna or model number thirty-seven thousand (3700) external antenna or equivalent or better model with ceiling grid bracket or external access point mount as specified by manufacturer with a zip tie installed to secure the access point to the mounting bracket. Access point to be patched into the (A) side jack at both ends. The access point to be labeled the same as the station cabling with an additional label showing the MAC address. $

Audiovisual

11. Installation of a standard single projector classroom, as defined in NAU Design Guidelines and Technical Standards, including installation of all AV equipment, lectern, and programming (GUI and Fusion), under any conditions. $

12. Installation of a standard dual projector classroom, as defined in NAU Design Guidelines and Technical Standards, including installation of all Audiovisual equipment, lectern, programming (GUI and Fusion), under any conditions. $

13. Audiovisual Crestron touch panel programming (SIMPL; GUI and Fusion) for a standard classroom, as defined in NAU Design Guidelines and Technical Standards, Section, independent of full AV installation, under any conditions. $

14. Audiovisual installation of conference room wall-mounted display, processor, touch panel, speakers, and video conference hardware, including programming (GUI and Fusion), under any conditions. $

15. Installation of single wall-mounted display for digital signage and way finding applications under all conditions, under any conditions. $

Price per foot/piece:

16. Installing fifteen hundred pounds (1500lb) test calibrated mule tape in conduits, duct banks at the access point. $

17. Setup and install max cell three (3) packs of three inches by three inches (3" X 3") cells $

Two (2) packs of four inches by three inches (4” X 3” cell) $

18. Setup and install one inch (1") corrugated inner-duct with couplers. $

19. Setup and install Copper backbone cable one hundred (100) pair $
(Does not include cable termination.)

20. Setup and Install an ISP rated Fiber optic cable. (Does not include cable termination.)

6 Strands $

12 Strands $

24 Strands $

48 Strands $

21. Install and test an ISP rated Pre-Terminated Fiber optic cable.

6 Strands $

12 Strands $

24 Strands $

48 Strands $

22. Setup and Install OSP rated Fiber optic cable. (Does not include cable termination.)

48 Strands $

96 Strands $

144 Strands $

23. Installation of one inch (1”) metallic conduit raceway with associated
hardware bushings. $

24. Non-metallic raceway, latch duct installation to include one (1), ten feet (10’) stick
Two (2) couplers of any type and secured with minimum of two (2) wall anchors. $

25. Installation of optical fiber; LIU (1/ 4U). $

Splice enclosure both wall and rack Mount. $

Splice case with trays up to four (4) trays. $

Passive optical splitter one inch by sixteen inches
(1’ x 16”) and one inch by thirty-two inches (1” x 32”) $

26. Installation of a two (2) post racks, assemble and secured to floor. $

27. Installation of a single four feet by eight feet (4’ x 8’) sheet of fire rated plywood secured to wall. $

28. Installation of a single TMGB/TGBB or as supplied grounding bar. $

29. Installation of one (1) vertical, seven feet (7’) wire manager $

30. Installation of a single patch cord from patch panel to network switch. $

31. Installation of one (1) horizontal manager one U/two U (1U/2U). $

32. Installation of one (1) equipment cabinet, up to twenty- seven (27) RMU. $

33. Installation of cable runway ladder rack to include ten feet (10') section and secured to wall and or rack. $

34. Installation of a single ten feet by twelve feet (10’x 12’) section of basket tray. Secured and supported on both ends. $

35. Installation of a fire-rated pre-fabricated wall penetration sleeves.

Two inch (2”) Drywall/Plaster $

Two inch (2”) Concrete/Block $

Four inch (4”) Drywall/Plaster $

Four inch (4”) Concrete/Block $

36. Copper cabling label blocks and patch panels, one hundred ten (110) blocks, one hundred (100) pair BET with In./Out tails. $

37. Fusion splice twelve (12) strands of fiber optic cable loose tube with the installation of a fiber optic breakout kit and placement into the provided unit(s) (LIU, bulk head, splice tray) test bi-directionally, label accordingly. $

38. Fusion splice twelve (12) strands of tight buffer fiber optic cables and placement into the provided unit(s) (LIU, bulk head, splice tray) test bi-directionally, label accordingly. $

Price per strand/conductor:

39. Fusion splice of a single fiber optic strand. (loose tube or tight buffered) $

With entry/closure of splice case. $

40. Splice copper conductor pair with entry/ closure of splice case. $

Audiovisual, Electronic and Telecommunication:

41. Trip Charge, per hour. $

42. Emergency Labor Rate, per hour. $

43. Travel Overnight Rate $

44. Provide and describe travel charges, if applicable and not listed. $

Consulting Services

45. Provide hourly rate for consulting services for Audiovisual, Electronics and Telecommunication services. No consulting services will be provided without University approval. $

46. Electronic and Telecommunication application integrator for design and integration oversight services for information technology service solutions. $

SECTION I VENDOR INFORMATION

NORTHERN ARIZONA UNIVERSITY	**NORTHERN ARIZONA UNIVERSITY** SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM Contracting and Purchasing Services 928-523-4557	DO NOT SEND TO IRS RETURN TO NAU

Foreign individuals/business entities doing business within the U.S. should complete the Foreign Substitute W-9 available at http://nau.edu/Contracting-Purchasing-Services/Forms/.

1. Taxpayer Identification Number (TIN):			☐Employer ID Number (EIN) ☐Social Security Number (SSN)		
2 LEGAL NAME: (must match TIN above)					
3. DUNS # (If applicable)					
4. LEGAL MAILING ADDRESS:	(Where check, tax information, and general correspondence is to be sent)				
DBA (Doing Business As):					
Address:					
Address Line 2:					
City:		State:		ZIP Code:	
5. Remit to Address:	☐Same as Legal Mailing Address				
Address:					
Address Line 2:					
City:		State:		ZIP Code:	
6. Contact Name:					
Phone Number:					
Email Address:					

7. ENTITY TYPE

☐Individual (not a business)	☐ Sole proprietor (Individually owned business) or sole proprietor organized as LLC or PLLC	☐Corporation (NOT providing health care, medical or legal services)	☐Corporation (providing health care, medical or legal services)
☐The US or any of its policital subdivisions or instrumentalities	☐A state, a possession of the US, or any of their policital subdivisions or instrumentalities	☐Tax-exempt organizations under IRC §501	☐Partnership, LLP or partnership organized as LLC or PLLC

8. Business Purpose:

☐Medical ☐Merchandise ☐Legal ☐Other, Specify:

9. Product or Service Provided/	

Purpose of Payment:	

NORTHERN ARIZONA UNIVERSITY	**NORTHERN ARIZONA UNIVERSITY** SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM Contracting and Purchasing Services 928-523-4557	DO NOT SEND TO IRS RETURN TO NAU

10. FEDERAL INFORMATION – *REQUIRED*

What is the Federal classification type of your business? – see definitions on link below.
(S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)
http://www.sba.gov/size

LARGE Business? YES☐ NO☐

SMALL Business? YES☐ NO☐

Please check all that apply to your business for Federal Supplier Type:

Service Disabled Veteran Owned (VD) ☐	Small Disadvantaged (SD) ☐	Women Owned (WO) ☐
Veteran Owned (VO) ☐	Minority Institution (MI) ☐	HUB Zone (HZ) ☐

Note: Supplier type will be verified through the System for Award Management
https://www.sam.gov

11. Residency (Select one):

☐ U.S. Person, Includes Resident Alien

☐ Nonresident Alien performing services outside the U.S.

12. CERTIFICATION

Under penalties of perjury, I certify that :

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding.
3. I am a U.S. person (including a resident alien). Cross '3' if non-resident doing business outside the U.S.
4. I certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. See Federal Acquisition Regulation section 52.209-6 for more information regarding debarment.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup witholding.

PRINT NAME:	**SIGNATURE:** (Electronic signatures will not be accepted)
Title:	Date:

NAU Contact Name and Phone/Email:

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE VENDOR INFORMATION

Northern Arizona University is an Equal Opportunity/Affirmative Action Institution.

SECTION J REQUEST FOR PROPOSAL CERTIFICATION

Date:

Contracting and Purchasing Services
Northern Arizona University

The undersigned certifies, pursuant to Arizona Revised Statute 38-503, that to the best of his/her knowledge (check one):

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

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

The undersigned further certifies, in accordance with Federal Acquisition Regulation 52.209-5, that Offeror (check one) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, shall one occur, until such time as an award has been made under this procurement action. The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at: https://www.sam.gov/portal/SAM/#1.

In compliance with RFP Number: and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and/or services in accordance with the specifications/scope of work according to the Offer submitted or as mutually agreed upon by subsequent negotiation.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
( ) -		( ) -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE PROPOSAL CERTIFICATION

SECTION K LEGAL WORKER CERTIFICATION

Pursuant to ARS §41-4401 the University is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with ARS § 23-214-A. Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

Offeror acknowledges that a breach of this warranty by Offeror or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Offeror, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Offeror and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Offeror's warranty is not applicable where the Offeror is a governmental entity nor is the Offeror required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
( ) -		( ) -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE LEGAL WORKER CERTIFICATION

SECTION L ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-

Telephone Number	E-mail address, if available
( ) -	( ) -
Print Name of Offeror's Authorized Agent	Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent	Date

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE ANTI-LOBBYING CERTIFICATION

SECTION M FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) (check one) Are ( ) or are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at http://epls.arnet.gov on the Web.)

(B) (check one) Have ( ) or have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are ( ) or are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror (check one) has ( ) or has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of

the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
( ) -		( ) -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION

SECTION N PARTICIPATION IN BOYCOTT OF ISRAEL

Legislation has been enacted to prohibit the University from contracting with firms currently engaged in a Boycott of Israel. To ensure compliance with A.R.S. §35-393 and §35-393.01 this form to be completed and returned with Offer.

By signing this form, Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
( ) -		( ) -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE PARTICIPATION IN BOYCOTT OF ISRAEL

SECTION O NORTHERN ARIZONA UNIVERSITY FORM FS13

NORTHERN ARIZONA UNIVERSITY FORM FS-13: SPECIAL NOTIFICATION AND CONFIRMATION FOR ASBESTOS CONTAINING BUILDING MATERIALS ON THE UNIVERSITY CAMPUS (RFP/BLANKET PO)

PROJECT NAME: Audiovisual, Electronic and Telecommunication Installation Services

The following is notification and confirmation for all contractors and subcontractors working at the Northern Arizona University campus. A comprehensive asbestos containing building material (ACBM) survey was completed July 2000 and is available for review in the Asbestos Program Office of the Office of Regulatory Compliance (ORC) in accordance with the Occupational Safety and Health Administration (OSHA) Asbestos Standard 29 CFR 1926.1101.

NAU is responsible for informing you of the presence of ACBMs in your project work area on the NAU campus. The standard FS-13 document acts as the vehicle of notifying you of any ACBMs present. This special form does not contain site specific information and shall not be considered to fulfill the notification requirement. It is incumbent on you the contractor to not commence any work until you have received, signed, and returned a standard FS-13 notification form with site specific information pertinent to the project at hand. If no FS-13 is furnished, an asbestos survey and FS-13 form may be requested from the Project Manager or Asbestos Program Manager. Failure to sign and return a project specific FS-13 form may result in violation of University policies, state and federal asbestos laws, and the terms of the vendor's service agreement.

By law, contractors must provide training for their employees who will be working with or near ACBM's. It is the contractor's responsibility to be knowledgeable of and comply with all applicable local, state, and federal laws.

The signature below acknowledges that you received this information and will comply with this document and all legal requirements.

Name of Offeror		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
( ) -		( ) -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent

Title of Offeror's Authorized Agent	Date

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE NORTHERN ARIZONA UNIVERSITY FORM FS13

Offeror to complete, sign, and submit Form FS-13 with Offer.

No work shall be authorized nor commence prior to submission of Form FS-13 and receiving an Asbestos Survey Results and Work Authorization form with appropriate University signatures on each project.

Audiovisual, Electronic, and Telecommunication Installation Services

RFP #P19DC001



Submitted by Aspen Communications LLC

Aspen COMMUNICATIONS

Prepared for Northern Arizona University

September 20, 2018

Debra Cisneros
Senior Buyer
Northern Arizona University
Building 98B, Box 4124, 545 E. Pine Knoll Drive
Flagstaff, Arizona 86011

Re: NAU RFP #P19DC001

Dear Ms. Cisneros

This letter is to introduce you to the Aspen Communications team and to provide a summary of our project approach.

We are a Technology Infrastructure Design/Build Systems Integrator founded in Flagstaff, Arizona in March of 1999. Aspen is a licensed, bonded, and insured Low Voltage Communication Systems Contractor (ROC145414), Electrical Contractor, (ROC248277) and General Commercial Contractor (ROC297066) meeting all Arizona Licensed Contractor Qualifications. Aspen Communications has been in operation for nineteen years, is the winner of the SBDC 2001 Success Award and the SBA 2006 Arizona Veterans Small Business Champion Award. We are a Department of Veterans Affairs certified Service Disabled Veteran Owned Small Business (SDVOSB) and an SBA 8(a) and HUBZone company, with offices in Flagstaff and Prescott, Arizona. A Baldrige Quality company, Aspen adheres to quality as a byword in everything we do. Aspen Communications is a leader in technical development and Telecommunications throughout the Southwest.

We feel our expertise and stellar track record on AV electronics and cabling projects similar to this one will serve you well on this project. What's more, Aspen Communications LLC is the only low voltage communications company in Northern Arizona that meets or exceeds all NAU Division 27 Contractor Requirements.

Thank you very much for your consideration, and as always we look forward to the opportunity to support the work that NAU does for its students and for our community.

Respectfully,

Shawn Al-Maskeen

Shawn Al-Maskeen, Capture Manager
Aspen Communications
Cell: 928-255-2745
smaskeen@aspentelco.com

PROPOSAL ACKNOWLEDGEMENT RECEIPT

NORTHERN ARIZONA UNIVERSITY	**Proposal Acknowledgement Receipt**
CONTRACTING AND PURCHASING SERVICES	

Request for Proposal number: P19DC001

Request for Proposal description: Audiovisual, Electronics and Telecommunication Installation Services

Complete, sign, and submit this document to Contracting and Purchasing Services. The completed and signed document may be faxed to Contracting and Purchasing Services at 928-523-1343, emailed to nau-purchasing@nau.edu or delivered through any other method.

Name of Offeror		
Aspen Communications, LLC		
Name of Contact		Title of Contact
Don Richardson		CEO/President
Address 1		Address 2
7 Kiji Dava Circle		Suite A
City	State	Zip Code
Prescott	AZ	86301-5691
Telephone Number		Fax Number
(928) 774 - 0992		(928) 214 - 9202
E-mail address, if available		
drichardson@aspentelco.com		
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Don Richardson		Don Richardson
Title of Authorized Agent		Date
CEO/President		9/20/2018

SECTION K LEGAL WORKER CERTIFICATION

Pursuant to ARS §41-4401 the University is prohibited after September 30, 2008 from awarding a Contract to any Offeror who fails, or whose subcontractors fail, to comply with ARS § 23-214-A. Offeror warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

Offeror acknowledges that a breach of this warranty by Offeror or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Offeror, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Offeror and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Offeror and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Offeror's warranty is not applicable where the Offeror is a governmental entity nor is the Offeror required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

Name of Offeror		
Aspen Communications LLC		
Name of Contact		Title of Contact
Don Richardson		CEO/President
Address 1		Address 2
7 Kiji Dava Circle		Suite A
City	State	Zip Code
Prescott	AZ	86301 - 5691
Telephone Number		E-mail address, if available
(928) 774 - 0992		( ) drichardson@aspentelco.com
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Don Richardson		Don Richardson
Title of Offeror's Authorized Agent		Date
CEO/President		9/20/2018

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE LEGAL WORKER CERTIFICATION

SECTION L ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Name of Offeror		
Aspen Communications LLC		
Name of Contact		Title of Contact
Don Richardson		CEO/President
Address 1		Address 2
7 Kiji Dava Circle		Suite A
City	State	Zip Code
Prescott	AZ	86301-5691

Telephone Number	E-mail address, if available
(928) 774 - 0992	( ) drichardson@aspentelco.com
Print Name of Offeror's Authorized Agent	Signature of Offeror's Authorized Agent
Don Richardson	Don Richardson
Title of Offeror's Authorized Agent	Date
CEO/President	9/20/2018

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE ANTI-LOBBYING CERTIFICATION

SECTION M FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) (check one) Are ( ) or are not (X) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at http://epls.arnet.gov on the Web.)

(B) (check one) Have ( ) or have not (X), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are ( ) or are not (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror (check one) has ( ) or has not (X), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of

the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Name of Offeror		
Aspen Communications LLC		
Name of Contact		Title of Contact
Don Richardson		CEO/President
Address 1		Address 2
7 Kiji Dava Circle		Suite A
City	State	Zip Code
Prescott	AZ	86301-5691
Telephone Number		E-mail address, if available
(928) 774 - 0992		( ) drichardson@aspentelco.com
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Don Richardson		Don Richardson
Title of Offeror's Authorized Agent		Date
CEO/President		9/20/2018

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION

SECTION N PARTICIPATION IN BOYCOTT OF ISRAEL

Legislation has been enacted to prohibit the University from contracting with firms currently engaged in a Boycott of Israel. To ensure compliance with A.R.S. §35-393 and §35-393.01 this form to be completed and returned with Offer.

By signing this form, Offeror certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel.

Name of Offeror		
Aspen Communications LLC		
Name of Contact		Title of Contact
Don Richardson		CEO/President
Address 1		Address 2
7 Kiji Dava Circle		Suite A
City	State	Zip Code
Prescott	AZ	86301 - 5691
Telephone Number		E-mail address, if available
(928) 774 - 0992		( ) drichardson@aspentelco.com
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Don Richardson		Don Richardson
Title of Offeror's Authorized Agent		Date
CEO/President		9/20/2018

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE PARTICIPATION IN BOYCOTT OF ISRAEL

SECTION O NORTHERN ARIZONA UNIVERSITY FORM FS13

NORTHERN ARIZONA UNIVERSITY FORM FS-13: SPECIAL NOTIFICATION AND CONFIRMATION FOR ASBESTOS CONTAINING BUILDING MATERIALS ON THE UNIVERSITY CAMPUS (RFP/BLANKET PO)

PROJECT NAME: Audiovisual, Electronics, and Telecommunication Installation Services

NAU PROJECT#: RFP P19DC001 REFERENCE NUMBER: _____

The following is notification and confirmation for all contractors and subcontractors working at the Northern Arizona University campus. A comprehensive asbestos containing building material (ACBM) survey was completed July 2000 and is available for review in the Asbestos Program Office of the Office of Regulatory Compliance (ORC) in accordance with the Occupational Safety and Health Administration (OSHA) Asbestos Standard 29 CFR 1926.1101.

NAU is responsible for informing you of the presence of ACBMs in your project work area on the NAU campus. The standard FS-13 document acts as the vehicle of notifying you of any ACBMs present. This special form does not contain site specific information and shall not be considered to fulfill the notification requirement. It is incumbent on you the contractor to not commence any work until you have received, signed, and returned a standard FS-13 notification form with site specific information pertinent to the project at hand. If no FS-13 is furnished, an asbestos survey and FS-13 form may be requested from the Project Manager or Asbestos Program Manager. Failure to sign and return a project specific FS-13 form may result in violation of University policies, state and federal asbestos laws, and the terms of the vendor's service agreement.

By law, contractors must provide training for their employees who will be working with or near ACBM's. It is the contractor's responsibility to be knowledgeable of and comply with all applicable local, state, and federal laws.

The signature below acknowledges that you received this information and will comply with this document and all legal requirements.

Name of Offeror		
Aspen Communications LLC		
Name of Contact		Title of Contact
Don Richardson		CEO/President
Address 1		Address 2
7 Kiji Dava Circle		Suite A
City	State	Zip Code
Prescott	AZ	86301 - 5691
Telephone Number		E-mail address, if available
(928) 774 - 0992		( ) drichardson@aspentelco.com
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent

Don Richardson

Don Richardson

Don Richardson	Don Richardson
Title of Offeror's Authorized Agent	Date
CEO/President	9/20/2018

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE NORTHERN ARIZONA UNIVERSITY FORM FS13

Offeror to complete, sign, and submit Form FS-13 with Offer.

No work shall be authorized nor commence prior to submission of Form FS-13 and receiving an Asbestos Survey Results and Work Authorization form with appropriate University signatures on each project.

1.1

We are a Technology Infrastructure Design/Build Systems Integrator founded in Flagstaff, Arizona in March of 1999. Aspen is a licensed, bonded, and insured Low Voltage Communication Systems Contractor (ROC145414), Electrical Contractor, (ROC248277) and General Commercial Contractor (ROC297066) meeting all Arizona Licensed Contractor Qualifications. Aspen Communications has been in operation for nineteen years, is the winner of the SBDC 2001 Success Award and the SBA 2006 Arizona Veterans Small Business Champion Award. We are a Department of Veterans Affairs certified Service Disabled Veteran Owned Small Business (SDVOSB) and an SBA 8(a) and HUBZone company, with offices in Flagstaff and Prescott, Arizona.

Aspen has grown significantly over the past three years as we expand from being solely a Telecommunications contractor to also being a general and electrical contractor. While we look forward to continuing to grow as a general contractor, none of our changes detract from our core competency of being the most certified, credentialed, and skillful low voltage contractor in Northern Arizona.

1.2

No restructuring, mergers, and/or downsizing has occurred over the last three years or is anticipated to occur within the next two years. In the extremely unlikely event any such downsizing occurs, we pledge to alert NAU to any change in service offering.

1.3

We are not currently subject to any patent or copyright lawsuits or legal actions against us.

1.4

Experience - Experience within the last 5 years

Name of Contracting Organization:	**Davidson's** 6100 N Wilkinson Dr., Prescott, AZ 86301
Project:	A/V– Mass Notification and overhead paging for new office expansion.
Period of Performance:	March 2017 – November 2017
Total Contract Value:	$11,523
Point of Contact: **Telephone:** **Email:**	Richard Gutierrez 928-776-8055 richard.gutierrez@davidsonsinc.com

Name of Contracting Organization:	**Luke AFB 56th Contracting**
Project:	Audio/Visual-Design/Build Squadron 63 classified areas, build out completed in classified areas.
Contract/Task Order Number:	GS-35F-0601W, Order No. FA4887-16-F-A142
Period of Performance:	Contract Date: 8/26/16 Completion Date: 11/28/16
Total Contract Value:	$144,329
Point of Contact: **Telephone:** **Email:**	Major Peter Cossette (702)951-7467 peter.cossette.1@us.af.mil

Name of Contracting Organization:	**Luke AFB 56th Contracting**
Project:	Audio/Visual-Design/Build Squadron 63 unclassified areas.
Contract/Task Order Number:	GS-35F-0601W, Order No. FA4887-16-F-A094
Period of Performance:	Contract Date: 8/5/16 Completion Date: 11/9/16
Total Contract Value:	$118,772
Point of Contact: **Telephone:** **Email:**	Major Peter Cossette (702)951-7467 peter.cossette.1@us.af.mil

Name of Contracting Organization:	Luke AFB 56th Contracting
Project:	Audio/Visual-Design/Build Squadron 62, build out completed in classified areas.
Contract/Task Order Number:	GS35-0601W P.O.# FA4887-14-F-A139
Period of Performance:	09/23/2014 to 03/30/2015
Total Contract Value:	$198,000.00
Program Manager's Name: **Telephone:** **Email:**	Major Eric Puels, USAF Telephone: (623)856-0040 Cell: (623)866-9871 Email: eric.puels.1@us.af.mil

Name of Contracting Organization:	Prescott VA Medical Center (NAVAHCS)
Project:	Code Blue – Emergency campus wide paging notification.
Contract/Task Order Number:	Req. # 649-18-1-042-0007 / Order # 36C25818P0047
Period of Performance:	2017 – 2018
Total Contract Value:	$149,865
Program Manager's Name: **Telephone:** **Email:**	Robert Walters 928-848-6822 Robert.Walters2@va.gov

Name of Contracting Organization:	Prescott VA Medical Center (NAVAHCS)
Project:	Bldg 160 – Audio/Visual – Mass notification and overhead paging system.
Contract/Task Order Number:	Project # 649-407
Period of Performance:	2011 – 2013
Total Contract Value:	$161,000
Program Manager's Name: **Telephone:** **Email:**	Robert Walters 928-848-6822 Robert.Walters2@va.gov

2.1

Aspen Communications maintains a permanent staff of highly trained and qualified installation personnel, composed of BICSI RCDDs, BICSI Technicians, BICSI Level II installers, and BICSI Level I & apprentice level workers. All personnel are capable of working from either office, but during normal operation, 8 work from our Prescott office, with six dispatching from our Flagstaff location. We have included a number of their certifications for your review as supplementary documentation at the end of this proposal.

All of our technical personnel are certified by BICSI (The principle international telecommunications certification agency) certified and undergo a strict training program as well as a rigorous focus on ongoing and continuing education.

2.1.1 Your principle point of contact for the duration of this contract will be Aspen's Operations Officer, Eric Bedell. (Reachable at (928) 699-7145 or at ebedell@aspentelco.com)

2.2

Assigned key personnel for this project will include Donald Richardson, President/CEO, as well as Steve Randall, the design engineer and intended project manager. Steve has over 35 years of experience in the audio/video industry as both an RCDD and a CTS, direct project management in all phases of AV projects, and extensive experience in the information transport technology field. He also holds the Extron AV Associate Certificate and is a graduate of the SynAudCon Audio/Video training. He has successfully completed all types of AV projects including theaters, stadium sound systems, numerous large church sound systems and the complete networked AV system of a large new high school.

Don is the CEO and founder of Aspen Communications and as a BICSI RCDD/OSP with decades of experience in large scale telecommunications, audio visual systems, and project supervision, performs high level management and oversight of our technical projects.

2.2.1 Please find full resumes for each attached immediately after this section. Your principle point of contact for the duration of this project will be Aspen's Operations Officer, Eric Bedell. (Reachable at (928) 699-7145 or at ebedell@aspentelco.com)

2.2.2 Please find certifications attached immediately after this section

2.2.3 Please find licenses attached immediately after this section

2.3

Aspen takes no issue or exception to this background and security check policy.

2.4

The need for subcontractors will be assessed on a project by project basis but is not generally anticipated at this time for most of NAU's needs.

2.5

Aspen takes no issue or exception to the University's right to inspect our facilities prior to contract award or any time throughout the term of the Contract.

Steve Randall, RCDD

Flagstaff, AZ

Summary

I have formal education in electronics technology and business management and have been working in the low voltage and telecommunications industry for over 35 years. Holding the designation of Registered Communications Distribution Designer and Certified Technology Specialist I have experience in the audio/video industry, direct project management in all phases of AV projects, and extensive experience in the information transport technology field. I hold the Extron AV Associate Certificate and am a graduate of the SynAudCon Audio/Video training. Direct AV experience includes theaters, stadium sound systems, churches sound systems, and the complete networked AV system for a large new high school.

Experience

Independent Telecommunications Consultant **January 2013 to present**

- Specializing in audio/video design

Technical Operations Manager **April 2006 to January 2013**

- Provide oversight for six project managers and estimating department.
- Provide technical assistance and review on all projects.
- Assist estimating department in the creation of proposals.
- Oversee organizational aspects of the installation, service and estimating departments.
- Oversee parts department.

Project Manager **August 1997 to April 2006**

- Oversee lead technician and crew for structured cabling systems and other low voltage systems.
- Communicate and work with general contractors and customers.
- Manage project timelines.
- Create and obtain project materials.
- Budget labor hours.
- Create solutions for on-site installation issues.
- Work with distributors to obtain proper materials.
- Manage multiple projects concurrently.

Service Manager **January 1988 to August 1997**

- Dispatch technicians for the repair of various low voltage systems including CATV, sound systems, intercoms, nurse call, fire alarm and network structures.
- Coordinated the final connection and testing of these low voltage systems.
- Worked with sales to design security systems.
- Created quarterly installation budgets.

Employment

Communication Wiring Specialists, Inc., San Diego, CA **August 1997 to Present**

Communications Company, Inc., San Diego, CA **September 1977 to August 1997**

Steve Randall, RCDD
Flagstaff, AZ

CTS in renewal process now.







Site Superintendent/RCDD

Donald D. Richardson

EXECUTIVE PROFILE

• President □ Chief Executive Officer

• Director of Construction Management

• Director of Technical Services

• Director of Integrative Medicine Development □ Outreach

• Director of Telecommunications

• Communications Manager

• Director of the Office of Management Development

• Officer-in-Charge Satellite Communications Detachment □US Navy

• Special Operations Team Officer, Team 12 (Beach Jumpers) □US Navy

• Special Equipments Officer □US Navy

KEY TRAITS & ACCOMPLISHMENTS - UNIQUE VALUE PROPOSITION

- **R**ecord of over-achievement under pressure and ability to think on my feet.
- **M**aster of business development in the field of Telecommunications technology and infrastructure
- **A**dept at seeing windows of opportunity and knowing how to take advantage of them.
- **A**bility to lead people through difficult times, develop effective, mission focused teams and keep company morale positive during adverse circumstances.
- **P**rincipal spokesperson for Broadband development and associated economic development throughout Arizona and the Southwest.
- **E**stablished a coalition of associated technology based businesses to better penetrate and serve the region.
- **A**uthored Specification and Standards development documents for federal agencies and universities
- **R**ecognized by □eterans Business Journal as a □Rainmaker□

EDUCATION - **BACHELORS** - Business Administration (BSBA) - Northern Arizona University

- **MASTERS** - Business Administration, Management (MBA) - Northern Arizona University

EXPERIENCE

President and Chief Executive Officer – Aspen Communications, LLC March 1999 - Present

- ❒ Founded company; conducted initial market studies, wrote business plan, obtained start-up capital, wrote Position Descriptions and Policy and Procedure Manuals, obtained company licensing and certifications, conducted initial hiring and employee training, directed operation of first successful Structured Cabling, Fiber Optics and Security Infrastructure company in Northern Arizona. Obtained a □eneral Contractors license in order to perform more expansive construction projects.
- ❒ Lead the company in sales and market growth of over 30% over six consecutive years. Brought the company from start-up to □4 million in valuation in less than seven years under adverse economic conditions.
- ❒ Directed the Federal □overnment technology segment, guided the company through the initial SD□O development and □UB□one stages, directed the acquisition of a □3 million Department of the Interior ID/I□ contract, initiated the obtaining of a □overnment Services Administration (□SA) Corporate Schedule 70.
- ❒ Obtained over □200,000.00 Line of Credit and raised over □400,000.00 in investment capital.
- ❒ Established Aspen Communications as a prestigious provider of Design/Build Telecommunications and Security Infrastructure Services in the eyes of a wide number of Federal □overnment Departments, Agencies and Bureaus. Lead the company successfully through the recent global economic downturn and emerged as one of the leading, sought after IT/Telecom/Security Infrastructure Design and Construction companies in the Southwest.
- ❒ □older of the prestigious international designations of Registered Communications Distribution Designer and Outside Plant Designer. Established Aspen Communications as a federal construction contractor with major equipment vendors including Fiber SenSys, OCC Fiber, Corning Fiber, Panduit and Leviton.

Director of Technical Services – Northern Arizona Healthcare
12/1993 - 03/1999

Director of Integrative Medicine development and Outreach
03/1997 □ 03/1999

- ❒ Director of Technical Services for Northern Arizona □ealthcare, Flagstaff, Arizona. Responsible for all aspects of telephone, radio, clinical information systems and LAN/WAN network systems connectivity and management for three major and two minor satellite facilities for Northern Arizona □ealthcare.
- ❒ Director of Integrative Medicine Development and Outreach responsible for development and coordination of integrative medicine at all NA□ facilities. Co-founder and business developer of CenterPath, the first fully integrative medicine outpatient clinic in Northern Arizona.

Telecommunications Manager – Bureau of Land Management

01/1991 - 12/1993

- Telecommunications Manager with the Bureau of Land Management in Cheyenne, Wyoming. Responsible for design, installation, maintenance, repair and operation of all radio, telephone and data communications for BLM offices and sites throughout the states of Wyoming and Nebraska. Performed collateral duties as Special Emphasis Program Manager for Native American Affairs.

Graduate School and associated work experience

01/1987 □01/1991

- Upon completion of US Navy career, attended Northern Arizona University completing a BS Degree in Business Administration (Management) and an MBA (Management) in August 1990. Concurrently worked as Interim Director of the Office of Management Development Center. Performed duties as Seminar Coordinator and Liaison Officer between NAU and LeChee Chapter of the Navajo Nation for the Office of Management Development. Taught accredited University courses in Line Management, Karate, Judo and Self-defense.

United States Navy

04/1960 - 10/1986

- Recognized for superior leadership and managerial performance throughout a 26-year U.S. Navy career. Retired as Chief Warrant Officer (CWO4) 1 October 1986. Strongest skills centered around management of independent Special Operations detachments or units.

PERSONAL

Excellent health and physical condition.

Commendations:

Awarded Navy Commendation Medal and Navy Achievement Medal for superior leadership and performance.

Awarded special recognition for achievement as Special Emphasis Program Manager for Native American Affairs, Bureau of Land Management.

Awarded □old Star Employee for superior Leadership at Northern Arizona □ealthcare

Aspen awards - SBDC 2001 Success Award; First NATBI □raduate; 2006 □eteran Small Business Champion of the Year (SBA award).

Special Interests: Martial Arts, 8th Degree Black belt □ Judo; 7th Degree Black belt Tae Kwon Do; 7th Degree Black belt Karate; 6th Degree Black Belt Jujitsu; 3rd degree Black belt □oshinjutsu

President/Founder □North American Martial Arts. Co-founder Chung Do Kwan Alliance

References and additional information available upon request.


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®
IS AWARDED TO
Donald D Richardson
Bicsi
RCDD
Since
4/6/2002


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
OUTSIDE PLANT DESIGNER
IS AWARDED TO
Donald D Richardson
Bicsi
Since
9/16/2015

B-1 General Commercial Contractor

5/4/2017 Contractor Information ROC297066 Aspen Communications LLC B-1 COMMERCIAL 297066

DISCLAIMER

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

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

Details for License Number 297066 (Thursday, May 4, 2017 12:19:17 PM)

Contractor		License	
Name/ Address/ Phone	**Status/ Action**	**Class | Type | Entity**	**Issued/Renewal**
Aspen Communications LLC 7 Kiji Dava Cir Ste A Prescott, AZ 86301-5691 **Phone: (928) 774-0992**	**CURRENT**	B-1 | COMMERCIAL | LLC	**First Issued: 04/09/2015** **Renewed Thru:** **04/30/2019**

License Class & Description

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Donald Deane Richardson II	**Name** Sheila Dianne Richardson
Position QP/MEMBER **Qual. Date 04/09/2015**	**Position** MEMBER

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the ***Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)*** *to identify the ROC office location you need to visit to view complete complaint documentation.*

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occured or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/ Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
09151451	02/17/2015	$50,000.00	$0.00	$50,000.00	Zurich American Insurance Company	

C-11 Commercial Electrical

3/20/2017 Contractor Information ROC248277 Aspen Communications LLC C-11 COMMERCIAL 248277

DISCLAIMER

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

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

Details for License Number 248277 (Monday, March 20, 2017 11:30:22 AM)

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

License Class & Description

Comments

- [SUSP 6/15/09-7/10/09 LACK OF BOND]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Donald Deane Richardson II	**Name** Sheila Dianne Richardson
Position QP/MEMBER **Qual. Date 08/18/2008**	**Position** MEMBER

Complaint Information

*Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the **Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)** to identify the ROC office location you need to visit to view complete complaint documentation.*

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/ Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
LSM0206125	06/11/2010	$2,500.00	$0.00	$2,500.00	R L I INSURANCE COMPANY	

Bond [2] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
FS2716876	08/18/2008	06/14/2010	$2,500.00	$0.00	$2,500.00	GREAT AMERICAN INSURANCE CO	

CR-67 Low Voltage Communications Systems

2/14/2018 Contractor Information ROC145414 Aspen Communications LLC CR67 DUAL 145414

DISCLAIMER

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

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

Details for License Number 145414 (Wednesday, February 14, 2018 9:07:03 AM)

Contractor		License	
Name/ Address/ Phone	**Status/ Action**	**Class | Type | Entity**	**Issued/Renewal**
Aspen Communications LLC 7 Kiji Dava Cir # 7A Prescott, AZ 86301-5691 **Phone: (928) 774-0992**	CURRENT	CR67 | DUAL | LLC	**First Issued:** 05/21/1999 **Renewed Thru:** 05/31/2019

License Class & Description: CR67 LOW VOLTAGE COMMUNICATIONS SYSTEMS

Comments

●[SUSP 6/1/03 – 6/19/03 RENEWAL] ●[SUSP 4/16/07 – 5/14/07 LACK OF BOND]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Donald Deane Richardson II	**Name** Donald Deane Richardson II
Position QP/MEMBER **Qual. Date** 05/21/1999	**Position** MEMBER
Name Sheila Dianne Richardson	
Position MEMBER	

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the ***Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)*** *to identify the ROC office location you need to visit to view complete complaint documentation.*

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/ Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
LSM0110018	03/27/2009	$6,750.00	$0.00	$6,750.00	R L I INSURANCE COMPANY	

Bond [2] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
FS8144217	05/14/2007	05/17/2009	$3,500.00	$0.00	$3,500.00	GREAT AMERICAN INSURANCE CO	

Bond [3] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
AC8333	05/21/1999	04/16/2007	$3,500.00	$0.00	$3,500.00	CONTRACTORS BONDING & INS CO	

9.1

Please find for your review the following past performance questionnaires from some of our clients on our recent Audio-Visual, Cabling and Electronics work.

PAST PERFORMANCE EVALUATION

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Aspen Communications, LLC dba Aspen Engineering & Contracting
7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
DUNS Number: 082111795 CAGE Code: 3L7Z4

Primary Point of Contact: Don Richardson, drichardson@aspentelco.com
Office:928.774.0992 Cell: 928.699.8111
Secondary Point of Contact: Eric Bedell, ebedell@aspentelco.com
Office: 928.774.0992 Cell: 928.699.7145

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☒ Other (Explain)
Percent of project work performed: 100% for Division 27, reporting directly to Davidson's IT Manager

3. Contract Information

Davidson's Inc., 6100 Wilkinson Dr., Prescott AZ 86301
Project: Expansion, Paging System, and Relay Solution
Project Date(s): March 2017 – January 2018
Contract Price: $69K + $9K + $1K (Time & Materials)

4. Project Description:

Complexity of Work ☒ High ☐ Med ☐ Routine

Expansion: Provide and install (145) Network locations consisting of 1 white and 1 blue cables and all connecting hardware to meet TIA 568 CAT 6 channel standards, above ceiling cable support system consisting of Flex Line Basket tray and bridal and saddle rings, tray shall conform to TIA 569 CAT 6 standard, (2) 6 strand single mode armor fiber cables from new IDF to Server room and training IDF and all connecting hardware, IDF Hardware, including 1 Relay Rack, vertical and horizontal mangers and 40' of over-head ladder rack, and test and document all above according to the appropriate TIA/EIA/NEC/BICSI standard.

Valcom Paging: Provide and install (50) valcom 2X2 lay in speaker with back box, (1) 4 Amp -24V Digital Power Supply need to power all new speakers, Cat5e plenum yellow cable for connectivity to speakers, and test and document all above according to the appropriate TIA/EIA/NEC/BICSI standard.

Rely Solution: Provide and install 5 relay for NO and NC, 3 U drawer to house all relay and wiring connections, and test and tweak system as needed.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Richard Gutierrez Title: IT Manager
Phone Number: 928-776-8055
Email Address: Richard.Gutierrez@davidsonsinc.com

6. Describe the client's role in the project: I was responsible for communicating our needs and working with Aspen on scheduling.

7. Date Questionnaire was completed : 3/20/2018

8. Client's Signature: Richard Gutierrez

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE						
1. QUALITY:						
a) Quality of technical data/report preparation efforts	x	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	x	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	x	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements without adverse effect on performance	x	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below.)	E	x	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	x	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	x	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff? (including the ability to successfully resolve disagreements; responsiveness to administrative reports)	x	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	x	VG	S	M	U	N
d) Overall customer satisfaction	x	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	x	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	x	S	M	U	N
c) Government Property Control	E	VG	S	M	U	x
d) Knowledge/expertise demonstrated by contractor personnel	E	x	S	M	U	N
e) Utilization of Small Business concerns	E	x	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	x	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	x
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	x	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	x	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	x	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	x
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain below.		x			NO	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.		YES			x	
f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.		YES			x	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	x	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	x	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	x
b) Compliance with contractual terms/provisions (explain if specific issues)	x	VG	S	M	U	N
c) Would you hire or work with this firm again? (If no, please explain below)		x			NO	
d) In summary, provide an overall rating for the work performed by this contractor.	E	x	S	M	U	N

REMARKS: Aspen was able to meet our requests without issue during a changing landscape and provided good feedback on alternatives that were available to accomplish the necessary tasks.

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Aspen Communications
Address: 7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
Phone Number: 928.774.0992
Point of Contact: Don Richardson
CAGE Code: 3L7Z4
DUNs Number: 082111795
Email Address: drichardson@aspentelco.com
Contact Phone Number: 928.774.0992

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)
Percent of project work performed: 100 %
If subcontractor, who was prime (Name/Phone #): Not Applicable

3. Contract Information

Contract Number: GS-35F-0601W Order Number: FA4887-16-F-A094 Purchase Request Number: F2U1006172AW01 (Unclassified)
Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title: A/V for Luke AFB, 63rd Fighter Squadron
Contract Location: Luke Air Force Base
Award Date (mm/dd/yy): 08/05/2016
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy): 11/9/2016
Explain Differences:
Original Contract Price (Award Amount): $118,772.61
Final Contract Price (to include all modifications, if applicable):
Explain Differences: xxx

4. Project Description:

Complexity of Work ☒ High ☐ Med ☐ Routine

1. Installation of audio/visual equipment at a military base: The project entailed design adjustments during installation of audio/visual equipment to provide the customer with the required capabilities and mission requirements for communication and visual sharing of information.
2. Aspen personnel worked hand in hand with the customer to meet all mission requirements and provide optimum performance of all communication and audio/visual equipment within a constrained environment.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

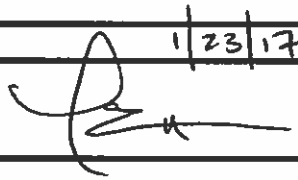
Major Peter Cossette
702.951.7467
peter.cossette.1@us.af.mil

6. Describe the client's role in the project:

NONE

7. Date Questionnaire was completed (mm/dd/yy): 1/23/17

8. Client's Signature:



NOTE: THE CONTRACTING OFFICER REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO CONTRACTING OFFICER WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NIST AMD TEAM-E-BOULDER SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO THE NIST AMD TEAM-E-BOULDER CONTRACTING OFFICER. PLEASE CONTACT THE OFFEROR FOR CONTRACTING OFFICER POC INFORMATION.

SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECTYOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE		
RATING	**DEFINITION**	**NOTE**
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.	
1. QUALITY:	
a) Quality of technical data/report preparation efforts	E (VG) S M U N
b) Ability to meet quality standards specified for technical performance	E (VG) S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG (S) M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E (VG) S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E VG (S) M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E (VG) S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E (VG) S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E (VG) S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the	E (VG) S M U N

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECTYOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE		
RATING	**DEFINITION**	**NOTE**
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.	
1. QUALITY:	
a) Quality of technical data/report preparation efforts	E (VG) S M U N
b) Ability to meet quality standards specified for technical performance	E (VG) S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG (S) M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E (VG) S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E VG (S) M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E (VG) S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E (VG) S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E (VG) S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E (VG) S M U N
d) Overall customer satisfaction	E (VG) S M U N

customer?	
d) Overall customer satisfaction	E (VG) S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E (VG) S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E (VG) S M U N
c) Government Property Control	E (VG) S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E (VG) S M U N
e) Utilization of Small Business concerns	E (VG) S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E (VG) S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E (VG) S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E (VG) S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E (VG) S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E (VG) S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E (VG) S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.	Yes (No)
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E (VG) S M U N
b) Compliance with contractual terms/provisions (explain if specific issues)	E (VG) S M U N
c) Would you hire or work with this firm again? (If no, please explain below)	(Yes) No
d) In summary, provide an overall rating for the work performed by this contractor.	E (VG) S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Aspen Communications
Address: 7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
Phone Number: 928.774.0992
Point of Contact: Don Richardson
CAGE Code: 3L7Z4
DUNs Number: 082111795
Email Address: drichardson@aspentelco.com
Contact Phone Number: 928.774.0992

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)
Percent of project work performed: 100 %
If subcontractor, who was prime (Name/Phone #): Not Applicable

3. Contract Information

Contract Number: GS-35F-0601W Order Number: FA4887-16-F-A142 Purchase Request Number: F2U1006225AW01-0002
Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):
Contract Title: A/V for Luke AFB, 63rd Fighter Squadron
Contract Location: Luke Air Force Base
Award Date (mm/dd/yy): 26-Sep-2016
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy): 11/28/2016
Explain Differences:
Original Contract Price (Award Amount): $144,329.41
Final Contract Price (to include all modifications, if applicable):
Explain Differences: xxx

4. Project Description:

Complexity of Work ☒ High ☐ Med ☐ Routine
Installation of audio/visual equipment at a military base: Aspen personnel worked in a sensitive environment to meet all mission requirements for the Air Force.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

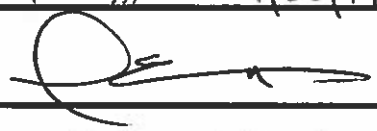
Major Peter Cossette
702.951.7467
peter.cossette.1@us.af.mil

6. Describe the client's role in the project:

NONE

7. Date Questionnaire was completed (mm/dd/yy): 1/23/17

8. Client's Signature:



NOTE: THE CONTRACTING OFFICER REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO CONTRACTING OFFICER WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NIST AMD TEAM-E-BOULDER SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO THE NIST AMD TEAM-E-BOULDER CONTRACTING OFFICER. PLEASE CONTACT THE OFFEROR FOR CONTRACTING OFFICER POC INFORMATION.

SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY

4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E (VG) S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E (VG) S M U N
c) Government Property Control	E (VG) S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E (VG) S M U N
e) Utilization of Small Business concerns	E (VG) S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E (VG) S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E (VG) S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E (VG) S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E (VG) S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E (VG) S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E (VG) S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.	Yes (No)
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E (VG) S M U N
b) Compliance with contractual terms/provisions (explain if specific issues)	E (VG) S M U N
c) Would you hire or work with this firm again? (If no, please explain below)	(Yes) No
d) In summary, provide an overall rating for the work performed by this contractor.	E (VG) S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information
Firm Name: Aspen Communications
Address: 7 Kiji-Dava Circle, Suite A, Prescott, AZ 86301
CAGE Code: 3L7Z4
DUNs Number: 082111795
Phone Number: 928.774.0992
Email Address: drichardson@aspentelco.com
Point of Contact: Don Richardson
Contact Phone Number: 928.774.0992

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)
Percent of project work performed:
If subcontractor, who was prime: N/A

3. Contract Information
Contract Number: GS35-0601W
Delivery/Task Order Number (if applicable): P.O.# FA4887-14-F-A139
Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Luke AFB, Squadron 62, Audio/Visual, Design/Build
Contract Location: Luke AFB

Award Date (mm/dd/yy): 09/23/14
Contract Completion Date (mm/dd/yy): 03/30/15
Actual Completion Date (mm/dd/yy): 03/30/15
Explain Differences: N/A

Original Contract Price (Award Amount): $199,809.50
Final Contract Price (to include all modifications, if applicable): $199,809.50
Explain Differences: N/A

4. Project Description:
Complexity of Work ☒ High ☐ Med ☐ Routine
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)
The project consisted of multiple conference rooms A/V systems, pilot briefing room systems, a secure briefing room system and a Mission Planning room system. A complete audio/visual system was installed in the Break Room, allowing for entertainment as well as official presentations.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information
Name: xxx Jennifer Yi / Scott Stout
Title: xxx Contract Manager / Quality Assurance Rep.
Phone Number: xxx 623-856-7192
Email Address: xxx scott.stout.1@us.af.mil

6. Describe the client's role in the project:
Facilitate and manage completion of all government requirements

7. Date Questionnaire was completed (mm/dd/yy): 02/16/2016

8. Client's Signature:

NOTE: THE CONTRACTING OFFICER REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO CONTRACTING OFFICER WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NIST AMD TEAM-E-BOULDER SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO THE NIST AMD TEAM-E-BOULDER CONTRACTING OFFICER. PLEASE CONTACT THE OFFEROR FOR CONTRACTING OFFICER POC INFORMATION.

SOURCE SELECTION SENSITIVE INFORMATION
DISCLOSURE LIMITATIONS AS OUTLINED IN FAR 2.101 & 3.104 APPLY

ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
1. QUALITY:						
a) Quality of technical data/report preparation efforts	(E)	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	(E)	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	(VG)	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	(VG)	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E	VG	(S)	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	(VG)	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	(E)	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	(E)	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	(E)	VG	S	M	U	N
d) Overall customer satisfaction	(E)	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	(VG)	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	(E)	VG	S	M	U	N
c) Government Property Control	E	(VG)	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	(VG)	S	M	U	N
e) Utilization of Small Business concerns	E	(VG)	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	(E)	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	(E)	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	(VG)	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? If no, please explain in Remarks section.	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	Yes No
f) Have there been any indications that the contractor has had any financial problems? If yes, please explain below.	Yes No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions (explain if specific issues)	E VG S M U N
c) Would you hire or work with this firm again? (If no, please explain below)	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

Preferred Payment Method

RFP for Audiovisual, Electronic, and Telecommunication Installation Services

4.1 -

While checks or EFT is preferred, Aspen is happy to accept a corporate VISA liability card, at the 3% rate we are charged by our processor.

We are seasoned providers of Information Transport Systems installations and have successfully completed numerous structure cabling projects at NAU along with design builds for various federal and private entities, in the Southwestern United States. Our credentialing ensures that all work will be to industry required standards and codes.

Installations will have the oversight ofour in house Registered Communications Distribution Designers (RCDD) with Outside Plant (OSP) certification which will insure only the highest qualityof installation and system operation. With our team of BICSI/CTS certified installers, we bring the best of the best to the Northern Arizona University Campus.

Because we are a local Flagstaff company, and have personnel right here in Flagstaff, we are always able to respond to any situation within a very short timeframe.

Aspen Communications has a strong working relationship with a number of equipment distributors and manufacturers, insuring that we will have all materials needed in a timely manner. We will review all equipment needs with the distributors to ensure that any item with a long lead time will be ordered and received in a timely manner.

All equipment, devices and racks will be installed per the plans and specifications, with careful attention paid to ensure that all items are safely installed. Racks will be supported to building structure so that they are solidly installed.

All cables will be installed and terminated in a workman-like manner and according to the National Electrical Code, BICSI and ANSI standards and all other applicable standards, including Northern Arizona University's Division 27 (Communications Systems) specification.

Aspen Communications provides and uses only the highest grade of equipment and devices to ensure that the quality and performance of the system will be of the highest level. Again, because we are a local company we are always available to remedy any problems that may occur. Aspen's roots are in this community and we care about the quality of the experience that other community members will have on this campus.

11.1 -

Aspen takes no material exceptions to the terms and and conditions set forth by this RFP.

SECTION H PRICING PROPOSAL

Unit costs and fixed labor rates are for labor only. Offeror to be responsible for inspecting buildings before establishing unit price or fixed pricing.

Pricing to be based on labor and consumables.

Consumables provided by Offeror, to include but not limited to, tape, jet line, Velcro, anchors, cable lubricants, solvents, gels or any items used for installation.

Outside plant fiber optic copper cabling installation pricing to include one (1) setup time and a price per foot for installation. Lengths will vary per installation.

Telecommunication plant cabling, to include any cabling connecting to the University's Information Technology closet. Costs to include the installation of J-hooks or approved supports for the length of the cable run, replacement of existing pull strings, fire stopping materials as required, labeling of the all cables, patch panels, one hundred ten (110) termination blocks, faceplates and test results per the University's most current Technical Standards Division 27.

Pricing to include all materials and labor:

Telecommunication

1. Install terminate and test one duplex category outlet consisting of one (1) yellow Cat6 and one (1) blue Cat6 cables with matching color jacks, under any conditions. $ 326.00

2. Install terminate and test one quad category outlet consisting of two (2) yellow Cat6 and two (2) blue Cat6 cables with matching color jacks, under any conditions. $ 454.00

3. Install terminate and test one hexed category outlet consisting of three (3) yellow Cat6 and three (3) blue Cat6 cables with matching color jack,s under any conditions. $ 546.00

4. Install terminate and test one duplex category outlet consisting of two (2) category six (6a) gray cables with matching color jacks, under any conditions. $ 326.00

5. Removal of one (1) existing workstation up to (four) 4 cables from IT room to Workstation, work to include the removal/ modification of any labels blank cover or associated hardware, under any conditions. $475.00

6. Installation and test of a single ISP rated pre-terminated two (2) strand duplex fiber optic cables and test back to building demarcation point, under any conditions. $ 517.00

7. Installation and continuity test of one (1) two (2) conductor power wires,12-23awg, under any conditions. $ 239.00

8. Installation and test of a pre-terminated two (2) conductors, two (2) strand composite cables 12-23awg under any conditions. $ 239.00

9. Installing and connecting to fiber and power with a power brick or Fenix connection to a single desk or wall mount ONT. Offeror must verify connectivity with the University's Network Operations Center prior to completion. $485

10. Installation of the Cisco, model number, thirty-six thousand (3600) internal antenna or model number thirty-seven thousand (3700) external antenna or equivalent or better model with ceiling grid bracket or external access point mount as specified by manufacturer with a zip tie installed to secure the access point to the mounting bracket. Access point to be patched into the (A) side jack at both ends. The access point to be labeled the same as the station cabling with an additional label showing the MAC address. $218

Audiovisual

11. Installation of a standard single projector classroom, as defined in NAU Design Guidelines and Technical Standards, including installation of all AV equipment, lectern, and programming (GUI and Fusion), under any conditions. $ 4036.00

12. Installation of a standard dual projector classroom, as defined in NAU Design Guidelines and Technical Standards, including installation of all Audiovisual equipment, lectern, programming (GUI and Fusion), under any conditions. $ 4467.00

13. Audiovisual Crestron touch panel programming (SIMPL; GUI and Fusion) for a standard classroom, as defined in NAU Design Guidelines and Technical Standards, Section, independent of full AV installation, under any conditions. $ 957.00

14. Audiovisual installation of conference room wall-mounted display, processor, touch panel, speakers, and video conference hardware, including programming (GUI and Fusion), under any conditions. $ 3937.00

15. Installation of single wall-mounted display for digital signage and way finding applications under all conditions, under any conditions. $ 598.00
Price per foot/piece:

16. Installing fifteen hundred pounds (1500lb) test calibrated mule tape in conduits, duct banks at the access point. $289.00

17. Setup and install max cell three (3) packs of three inches by three inches (3" X 3") cells $ 935.00

Two (2) packs of four inches by three inches (4” X 3” cell) $935.00

18. Setup and install one inch (1") corrugated inner-duct with couplers. $ 935.00

19. Setup and install Copper backbone cable one hundred (100) pair $ 935.00
(Does not include cable termination.)

20. Setup and Install an ISP rated Fiber optic cable. (Does not include cable termination.)
6 Strands $ 831.00
12 Strands $ 831.00
24 Strands $ 831.00
48 Strands $ 939.00

21. Install and test an ISP rated Pre-Terminated Fiber optic cable.
6 Strands $ 831.00
12 Strands $ 831.00
24 Strands $ 831.00
48 Strands $ 939.00

22. Setup and Install OSP rated Fiber optic cable. (Does not include cable termination.)
48 Strands $ 1373.00
96 Strands $ 1481.00
144 Strands $ 1698.00

23. Installation of one inch (1”) metallic conduit raceway with associated
hardware bushings. $ 1770.00

24. Non-metallic raceway, latch duct installation to include one (1), ten feet (10’) stick
Two (2) couplers of any type and secured with minimum of two (2) wall anchors. $ 70.00

25. Installation of optical fiber; LIU (1/ 4U). $ 98.00
Splice enclosure both wall and rack Mount. $ 98.00
Splice case with trays up to four (4) trays. $ 98.00
Passive optical splitter one inch by sixteen inches
(1’ x 16”) and one inch by thirty-two inches (1” x 32”) $ 98.00

26. Installation of a two (2) post racks, assemble and secured to floor. $ 350.00

27. Installation of a single four feet by eight feet (4’ x 8’) sheet of fire rated
plywood secured to wall. $ 150.00

28. Installation of a single TMGB/TGBB or as supplied grounding bar. $ 35.00

29. Installation of one (1) vertical, seven feet (7’) wire manager $ 100.00

30. Installation of a single patch cord from patch panel to network switch. $ 26.00

31. Installation of one (1) horizontal manager one U/two U (1U/2U). $ 20.00

32. Installation of one (1) equipment cabinet, up to twenty- seven (27) RMU. $ 270.00

33. Installation of cable runway ladder rack to include ten feet (10') section and secured to wall and or rack. $ 400.00

34. Installation of a single ten feet by twelve feet (10’x 12’) section of basket tray. Secured and supported on both ends. $ 638.00 (Assuming that this is supposed to be a 10’x12” section).

35. Installation of a fire-rated pre-fabricated wall penetration sleeves.
Two inch (2”) Drywall/Plaster $ 70.00
Two inch (2”) Concrete/Block $ 350.00
Four inch (4”) Drywall/Plaster $ 70.00
Four inch (4”) Concrete/Block $ 350.00

36. Copper cabling label blocks and patch panels, one hundred ten (110) blocks, one hundred (100) pair BET with In./Out tails. $ 420.00

37. Fusion splice twelve (12) strands of fiber optic cable loose tube with the installation of a fiber optic breakout kit and placement into the provided unit(s) (LIU, bulk head, splice tray) test bi-directionally, label accordingly. $ 1250.00

38. Fusion splice twelve (12) strands of tight buffer fiber optic cables and placement into the provided unit(s) (LIU, bulk head, splice tray) test bi-directionally, label accordingly. $ 1200.00
Price per strand/conductor:

39. Fusion splice of a single fiber optic strand. (loose tube or tight buffered) With entry/closure of splice case. $ 100.00

40. Splice copper conductor pair with entry/ closure of splice case. $ 140.00

Audiovisual, Electronic and Telecommunication:

41. Trip Charge, per hour. $50

42. Emergency Labor Rate, per hour. $65

43. Travel Overnight Rate $90

44. Provide and describe travel charges, if applicable and not listed. $
Consulting Services

45. Provide hourly rate for consulting services for Audiovisual, Electronics and Telecommunication services. No consulting services will be provided without University approval. $90

46. Electronic and Telecommunication application integrator for design and integration oversight services for information technology service solutions. $90

SECTION I VENDOR INFORMATION

NORTHERN ARIZONA UNIVERSITY	**NORTHERN ARIZONA UNIVERSITY** SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM Contracting and Purchasing Services 928-523-4557	DO NOT SEND TO IRS RETURN TO NAU

Foreign individuals/business entities doing business within the U.S. should complete the Foreign Substitute W-9 available at http://nau.edu/Contracting-Purchasing-Services/Forms/.

1. Taxpayer Identification Number (TIN):	86-0948761	☒ Employer ID Number (EIN) ☐ Social Security Number (SSN)			
2 LEGAL NAME: (must match TIN above)	Aspen Communications, LLC				
3. DUNS # (If applicable)	082111795				
4. LEGAL MAILING ADDRESS:	(Where check, tax information, and general correspondence is to be sent) Aspen Communications, LLC				
DBA (Doing Business As):	Aspen Engineering & Contracting				
Address:	7 Kiji Dava Circle, Suite A				
Address Line 2:					
City:	Prescott	State:	AZ	ZIP Code:	86301-5691
5. Remit to Address:	☒ Same as Legal Mailing Address				
Address:					
Address Line 2:					
City:		State:		ZIP Code:	
6. Contact Name:	Don Richardson				
Phone Number:	(928)774-0992				
Email Address:	drichardson@aspentelco.com				

7. ENTITY TYPE

☐ Individual (not a business)	☐ Sole proprietor (Individually owned business) or sole proprietor organized as LLC or PLLC	☐ Corporation (NOT providing health care, medical or legal services)	☐ Corporation (providing health care, medical or legal services)
☐ The US or any of its policital subdivisions or instrumentalities	☐ A state, a possession of the US, or any of their policital subdivisions or instrumentalities	☐ Tax-exempt organizations under IRC §501	☒ Partnership, LLP or partnership organized as LLC or PLLC

8. Business Purpose:

☐ Medical ☐ Merchandise ☐ Legal ☒ Other, Specify: Contractor

9. Product or Service Provided/ Purpose of Payment:	Provide General Contracting, Electrical and Low Voltage Communications Systems Design and Build (Products/Services)

NORTHERN ARIZONA UNIVERSITY	**NORTHERN ARIZONA UNIVERSITY** SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM Contracting and Purchasing Services 928-523-4557	DO NOT SEND TO IRS RETURN TO NAU

10. FEDERAL INFORMATION – *REQUIRED*

What is the Federal classification type of your business? – see definitions on link below.
(S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)
http://www.sba.gov/size

LARGE Business? YES☐ NO☒
SMALL Business? YES☒ NO☐

Please check all that apply to your business for Federal Supplier Type:

Service Disabled Veteran Owned (VD) ☒ Certified VA SDVOSB	Small Disadvantaged (SD) SBA Certified 8(a) ☒	Women Owned (WO) ☐
Veteran Owned (VO) ☐	Minority Institution (MI) ☐	HUB Zone (HZ) ☒

Note: Supplier type will be verified through the System for Award Management
https://www.sam.gov

11. Residency (Select one):

☒ U.S. Person, Includes Resident Alien

☐ Nonresident Alien performing services outside the U.S.

12. CERTIFICATION

Under penalties of perjury, I certify that :

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding.
3. I am a U.S. person (including a resident alien). Cross '3' if non-resident doing business outside the U.S.
4. I certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. See Federal Acquisition Regulation section 52.209-6 for more information regarding debarment.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup witholding.

PRINT NAME:	**SIGNATURE:** (Electronic signatures will not be accepted)
Don Richardson	Don Richardson
Title: CEO/President	Date: 4/9/2018
NAU Contact Name and Phone/Email:	

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE VENDOR INFORMATION

Northern Arizona University is an Equal Opportunity/Affirmative Action Institution.


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®
IS AWARDED TO
Daniel Beppu
Bicsi RCDD


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®
IS AWARDED TO
Stephan V Fowler
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.
Designation Number: 182276R
Registration Start Date: 1/1/2016
Registration End Date: 12/31/2018
Bicsi RCDD
Since
10/23/2000
Chair, Registrations & Credentials Supervision Committee
Director of Credentialing


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
BICSI TECHNICIAN
IS AWARDED TO
Eric Bedell
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.
Designation Number: 201620H
Registration Start Date: 9/1/2017
Registration End Date: 9/1/2020
Bicsi TECHNICIAN
Since
8/20/2011
Chair, Registrations & Credentials Supervision Committee
Director of Credentialing


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
BICSI TECHNICIAN
IS AWARDED TO
Nicholas E Roach
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.
Designation Number: 201200H
Registration Start Date: 6/1/2017
Registration End Date: 6/1/2020
Bicsi TECHNICIAN
Since
5/23/2014
Chair, Registrations & Credentials Supervision Committee
Director of Credentialing


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
BICSI TECHNICIAN
IS AWARDED TO
David P Fisher
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.
Designation Number: 211064T
Registration Start Date: 1/1/2018
Registration End Date: 1/1/2021
Bicsi TECHNICIAN
Since
12/12/2008
Chair, Registrations & Credentials Supervision Committee
Director of Credentialing


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
BICSI TECHNICIAN
IS AWARDED TO
Orlando K Yellowhair
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.
Designation Number: 211163T
Registration Start Date: 12/23/2017
Registration End Date: 1/1/2021
Bicsi TECH
Bicsi TECHNICIAN
Since
12/23/2017
Chair, Registrations & Credentials Supervision Committee
Director of Credentialing


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
BICSI TECHNICIAN
IS AWARDED TO
Jackson Bizardie
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.
Designation Number: 211167T
Registration Start Date: 12/23/2017
Registration End Date: 1/1/2021
Bicsi TECHNICIAN
Since
12/23/2017
Chair, Registrations & Credentials Supervision Committee
Director of Credentialing


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
BICSI INSTALLER 2,
OPTICAL FIBER
IS AWARDED TO
David R Brisco
3/24/2015
3/24/2018
3/24/2012


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
BICSI INSTALLER 2, COPPER
IS AWARDED TO
Stylianos Sheridan
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.
Designation Number: 201379C
Registration Start Date: 6/17/2017
Registration End Date: 7/1/2020
Since
6/17/2017
Chair, Registrations & Credentials Supervision Committee
Director of Credentialing


Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
BICSI INSTALLER 2,
OPTICAL FIBER
IS AWARDED TO
Jesi MB Martinez
by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.
Designation Number: 211015F
Registration Start Date: 12/23/2017
Registration End Date: 1/1/2021
Since
12/23/2017
Chair, Registrations & Credentials Supervision Committee
Director of Credentialing

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

January 19, 2017

Don Richardson, CEO
Aspen Communications, LLC
7 Kiji Dava Circle, Suite A
Prescott, Arizona 86301

Dear Mr. Richardson:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) BD Program, you will receive business development assistance from an assigned Business Development Specialist in the SBA Arizona District Office located at 2828 North Central Avenue, Suite 800, Phoenix, Arizona, 85004. The telephone number is 602-745-7200. We are sending a copy of this certification letter to the SBA Arizona District Office. That office will contact you to schedule an orientation session. This could take up to 4-6 weeks. In the meantime, there are steps you should take to start your participation in the program.

Next Steps
• Read and Sign Participation Agreement: SBA requires the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement showing he or she understands the conditions of 8(a) BD program participation. Please find the Agreement attached to the approval email associated with this letter. Please read the Agreement carefully, sign and date it, and make a copy. Return one copy to the SBA Arizona District Office at the address shown in the second paragraph above. The second copy is for your records.

• Develop Your Business Plan: We encourage you to start developing your business plan. Current 8(a) BD program regulations require a firm, once certified, to promptly submit a business plan which must be approved by the SBA before the firm is eligible to receive 8(a) benefits; including 8(a) contracts. Once approved, the business plan will be reviewed annually and may be modified as needed. We offer an optional format for business plans. To consider the optional 8(a) Business Plan Form 1010C, please go to: https://www.sba.gov/sites/default/

files/SBA%201010C.pdf.

• Develop Your Strategy for Winning Contracts in Year 1: Though your firm's approved North American Industry Classification System (NAICS) Code is 238210, your firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. You must build relationships with potential federal customers, pursue federal prime contractors for subcontracts, and aggressively pursue prime contract opportunities to grow your business. Successful 8(a) firms regularly respond to competitive small business contracting opportunities posted on www.FBO.gov. Establish a goal and vision for winning at least two (2) competitive contracts during your first year.

• Utilize Resources: There are valuable FREE resources available to you right now that offer expertise in all areas of business operation including reviewing your business plan and strategy. Two resources that you can utilize today are:
o SBA Resource Partners: I encourage you to locate your nearest Resource Partner, please go to: https://www.sba.gov/tools/local-assistance. This link will provide access to upcoming small business events and the webpage for your District SBA Office, also.

o 7(j) Management and Technical Assistance: While your firm's acceptance into the 8(a) Business Development program is not a guarantee for contracts, the SBA will make every effort to assist you in implementing your business plan and strategy. Your success in the program is dependent upon the extent to which you take advantage of SBA's efforts to support you. One of the agency's major tools for your success is the 7(j) Management and Technical Assistance Services Program. For more information, click on the following link: https://www.sba.gov/about-sba/sba-initiatives/7j-management-and-technical-assistance-services-program

I am excited about your future, and I welcome you as an 8(a) Business Development Program participant. Wishing you much success!

Sincerely,



Robert Watkins,

Cindy Spheeris

From: Don Richardson [drichardson@aspentelco.com]
Sent: Thursday, May 19, 2016 1:15 PM
To: Cindy Spheeris; Eric Bedell; Sheila Richardson
Subject: Fwd: Your HUBZone Application No: 48555 has been self Recertified

Oh yea!

Sent from my iPhone

Begin forwarded message:

From: hubzone@sba.gov
Date: May 19, 2016 at 11:19:20 AM MST
To: drichardson@aspentelco.com
Subject: Your HUBZone Application No: 48555 has been self Recertified

---

SBA - HUB*Zone*

--- Instructions for Recertification---

DONALD D RICHARDSON - Vice-President/CFO
7 Kiji Dava Cir Ste A
Prescott, AZ, 86301-5691

Dear DONALD D RICHARDSON:

I am pleased to advise you that, based on the affirmations provided by the firm's highest ranking official or designee, the firm has successfully completed the recertification process and continues to be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect unless SBA later determines that the firm does not meet the eligibility requirements of the program or the firm submits a voluntary decertification form. The information below sets forth facts concerning the company's continued eligibility and its responsibilities.

The Firm's Responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the program benefits the firm may receive come with important responsibilities, including:

- **Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date.** To apply for HUBZone Program certification, the firm had to be registered in SAM and DSBS. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), these records must remain up-to-date. You must validate the firm's information at least annually or your SAM registration will become inactive. If you need assistance in updating the firm's SAM or DSBS information, please go to the SAM Help Desk at https://fsd.gov/fsd-gov/home.do.

- **Maintaining records.** Retain copies of documents demonstrating your firm's continuing compliance with HUBZone Program eligibility requirements for a period of 6 years from the date you submitted these documents to SBA, or used these documents to support assertions of continued compliance with HUBZone Program requirements - such as the ones you used for this recertification.

- **Informing the HUBZone Program of any material changes to the concern.** If there are material changes to the concern that may affect its continued eligibility, you must notify the HUBZone Program by sending an e-mail to HZMCN@sba.gov. Material changes include a change in name, size, ownership, business structure, or principal office location, in addition to falling below the 35% employee HUBZone residency requirement when the firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time the concern no longer qualifies for the HUBZone Program, the individual authorized to represent the firm can complete the "Voluntary Decertification Agreement" available at http://www.sba.gov/content/maintaining-hubzone-certification.

  Note: The HUBZone Program sends notices regarding program examinations, proposed decertifications, and re-certifications to the firm's physical and email addresses of record. If the firm fails to respond to these notices because the firm relocated without updating its SAM and DSBS profiles and informing the HUBZone Program, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you check your email's SPAM folder to make sure that you are receiving emails from SBA, notify us of any change in the physical address and keep the firm's SAM and DSBS profiles current.

- **Remaining in compliance at all times and staying updated on Program changes.** It is the firm's responsibility to continually ensure that it meets the requirements of the Program. This includes, for example, continuously meeting the 35% HUBZone residency requirement. The firm can make good faith efforts to "attempt to maintain" (see definition at 13 C.F.R.§126.103) having 35% of its employees reside in a HUBZone during the performance of a HUBZone contract it received (as a prime, not as a subcontractor). But, the business must meet this residency requirement anytime it submits an offer on and receives a new HUBZone contract. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to the firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).
- **Periodically visiting our website (http://www.sba.gov/hubzone) to keep up-to-date with the Program requirements and geographical designations.** Check SBA's HUBZone mapping pages to determine whether changes in HUBZone area designations impact or will impact the firm's eligibility at http://www.sba.gov/content/hubzone-maps. While there, sign up to receive HUBZone News Updates via email; and when you need help, go to the Small Business Learning Center at http://www.sba.gov/tools/sba-learning-center.

- **Participating in SBA eligibility monitoring initiatives.** In order to ensure the integrity of the Program, firms will be required to recertify their status and may be subject to program examinations, proposed decertifications, or protests designed to verify eligibility, including:
    - SBA requiring the concern to certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program or voluntarily decertify
    - SBA requiring the concern to submit updated documentation, similar to the information and documents you provided for the firm to obtain initial certification, in order to verify that it remains eligible for the program.
    - SBA requiring the concern to demonstrate that it was eligible for the Program both at the time of its initial offer and award of a HUBZone contract.
    - SBA making unannounced site visits to any or all of the concern's locations to verify the accuracy of any information provided to SBA.

- **Misrepresentation:** By bidding on any Federal solicitation that is set-aside or reserved only for HUBZone SBCs or for which a HUBZone preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is fully in compliance with the HUBZone regulatory requirements, and that there have been no material changes since it received the HUBZone certification. ANY SBC FOUND TO MISREPRESENT ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website at (http://www.sba.gov/gcclassroom) provides valuable information on Federal contracting. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.
- SBA's Surety Bond Program website (www.sba.gov/osg) provides information on how to apply for an SBA surety bond guarantee.
- Federal Business Opportunities (www.fbo.gov) serves as a central listing for Federal procurement solicitations to the public.

Thank you for contributing to US economic development!

We wish you the best of luck as a HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which the firm operates. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to

general questions and concerns in real-time. Visit our website at http://www.sba.gov/hubzone, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov

Sincerely,

Mariana Pardo
Director
Office of HUBZone Program

DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington, DC 20420

November 20, 2015

In Reply Refer To: 00VE

Mr. Donald D. Richardson
Aspen Communications, L.L.C.
DUNS: 082111795
7 Kiji Dava Ct., Suite A
Prescott, AZ 86301

Dear Mr. Richardson:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Aspen Communications, L.L.C. has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Veteran business database at www.vip.vetbiz.gov. Aspen Communications, L.L.C. will be eligible to participate in Veterans First Contracting Program opportunities with VA. **This verification is valid for two years from the date of this letter.**

To promote Aspen Communications, L.L.C.'s verified status, you may use the following link to download the logo for use on marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_s.jpg

To ensure that Aspen Communications, L.L.C. is correctly listed in the Vendor Information Pages, check Aspen Communications, L.L.C.'s profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Aspen Communications, L.L.C. is in compliance with the regulation, Aspen Communications, L.L.C. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Aspen Communications, L.L.C. being removed from the VIP Verification Program.

Please be advised that this letter and other information pertaining to Aspen Communications, L.L.C.'s verification application may be subject to Freedom of Information Act (FOIA) requests. In addition, all companies approved for the program may be required to participate in one or more post-verification audits. Please retain a copy of this letter to confirm Aspen Communications, L.L.C.'s continued program eligibility.

At any time if Aspen Communications, L.L.C. discovers one or more NAICS Code(s) that are other than small on its CVE VIP profile, CVE will require all other than small NAICS Codes to be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request the U.S. Small Business

Administration (SBA) to conduct a formal size determination. In addition, CVE may initiate a referral to OIG, Debarment and Suspension Committee and or pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Aspen Communications, L.L.C. being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

for
Elizabeth E. Torres
Acting Director

NORTHERN ARIZONA UNIVERSITY

CONTRACT ADDENDUM 3

This Addendum to Contract number P19DC001 for AV, Electronics and Telecommunications, between the Arizona Board of Regents for and on behalf of Northern Arizona University and Aspen Communications has been prepared to renew the term of the Contract.

The original Contract contains an option to renew the Contract for four (4) additional one (1) year terms, not to exceed a total term of five (5) years, by mutual consent. By exercising this option for the third time, both parties agree that the Contract P19DC001 was in full force and effect for the period from October 26, 2021 through October 25, 2022.

All other terms and conditions of the original Contract remain in full force and effect.

The undersigned have read the foregoing Addendum and, as authorized signatories of the respective undersigned entities, hereby agree to be bound by it.

Attn: Don Richardson
Aspen Communications
7 Kiji Dava Circle
Prescott, AZ 86301-5691
Phone: 928-774-0992
Email: drichardson@aspentelco.com

Arizona Board of Regents for and on behalf of
Northern Arizona University

Signature	Signature
Eric Bedell	Debra Cisneros
Printed Name	Printed Name
COO	Director of Purchasing
Title	Title
12/14/21	12/15/2021
Date	Date

9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Ben Mejia, Planner
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE:

Consideration and Approval of PZ-15-00115-23: Adora - Phase 2 at Timber Sky Preliminary Plat: Capstone Homes requests Preliminary Plat approval for Adora - Phase 2 at Timber Sky located at 2760 S Vega Street, a 39 lot single-family subdivision on 7.15 acres in the Medium-Density Residential (MR) Zone.

STAFF RECOMMENDED ACTION:

Approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (6-0).

Executive Summary:

The Adora - Phase 2 at Timber Sky subdivision, consisting of 39 single-family lots located on 7.15 acres in the Medium-Density Residential (MR) Zone.

Financial Impact:

No financial impacts are anticipated with the Preliminary Plat.

Policy Impact:

There are no policy impacts anticipated with this Preliminary Plat.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Robust Resilient Economy - Grow and strengthen a more equitable and resilient economy.

Carbon Neutrality Plan

DD-1: Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.

Regional Plan

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

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:

City Council approved a Zoning Map Amendment and an Annexation in support of the proposed subdivision in 2016.

Options and Alternatives:

1. Approve the Preliminary Plat as recommended by staff and the Planning & 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:

Timber Sky is a proposed 1,300 (maximum density) residential dwelling unit development. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. The site is situated north and south between West Route 66 ("Route 66") and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Avenue Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire leaving a 700-foot-wide corridor of deforested land through the middle of the site. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing aboveground 69 kV transmission line crosses the site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. The line is required to be under grounded with the development of the second phase of Timber Sky.

The applicant, Capstone Homes, is seeking Preliminary Plat approval for Adora Phase II at Timber Sky (Block 3B) within the second phase of Timber Sky consisting of 39 single-family residential lots utilizing conventional zoning standards.

Key Considerations:

The property is zoned Medium-Density Residential (MR) Zone, which has a minimum density requirement of 2 units per acre and a maximum of 14 units per acre in the Resource Protection Overlay. The proposed 39 lots on 7.15 acres have a gross density of 5.45 units per acre and a net density of 7.06 units per acre. The application conforms with all the requirements of the MR Zone and T4N.2 Zone.

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 review process.

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: Staff Report
Application

Preliminary Plat
Presentation

PLANNING & DEVELOPMENT SERVICES REPORT
PRELIMINARY PLAT

PZ-15-00115-23

DATE: July 20, 2022
MEETING DATE: August 10, 2022
REPORT BY: Ben Mejia

REQUEST:
Capstone Homes requests Preliminary Plat approval for Adora – Phase 2 at Timber Sky located at 2760 S Vega Street, a 39-lot single-family subdivision on 7.15 acres in the MR (Medium-Density 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 subject site is currently vacant.

PROPOSED LAND USE:
The Adora – Phase 2 at Timber Sky subdivision, consisting of 39 single-family lots located on 7.15 acres in the MR (Medium-Density Residential) Zone.

NEIGHBORHOOD DEVELOPMENT:
See the attached vicinity map for more information.

North: Timber Sky Block 3A, MR Zone
South: Timber Sky Block 4, R1 Zone
East: Sky Cottages, MR Zone
West: Timber Sky Block 3A, MR 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
Timber Sky is a proposed 1,300 (maximum density) residential dwelling unit development. The development proposes a mixture of high, medium, and single-family residential units combined with commercial service and open space on 197.58 acres. The site is situated north and south between West Route 66 ("Route 66") and Interstate-40 and east and west between Woody Mountain Road and Flagstaff Ranch Road. The site slopes gently from south to north with most of the onsite drainage flowing toward an existing culvert under Route 66, which eventually discharges into the Clay Avenue Wash Detention Basin located north of Route 66. There are no designated floodplains on the site. In 2006, the property partially burned in a fire leaving a 700-foot-wide corridor of deforested land through the middle of the site. The remainder of the site is forested with Ponderosa Pine. The site has two pockets of slopes greater than 17% with other basalt rock outcrop features throughout the property. A large amount of fill placed on site, which has the appearance of a steep slope, will not be protected. An existing aboveground 69 kV transmission line crosses the

site in an east-west direction connecting to an existing APS substation at the southwestern corner of the property. The line is required to be undergrounded with the development of the second phase of Timber Sky.

The applicant, Capstone Homes, is seeking Preliminary Plat approval for Adora – Phase 2 at Timber Sky consisting of 39 single-family residential lots utilizing conventional zoning standards.

B. Type of Plat

This Preliminary Plat request is for a single-family residential subdivision consisting of 39 individual lots. All areas in the subdivision not allocated as lots are reserved as tracts.

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. Medium-Density Residential (MR)

This subdivision will create 39 single-family residential lots within the Medium-Density Residential (MR) zone. The MR zone allows a gross density of fourteen (14) units per acre for sites within the Resource Protection Overlay (RPO) and requires a minimum density of two (2) units per acre. The net density of this subdivision is 7.06 units per acre and the gross density is 5.45 units per acre. The proposed lot sizes in this subdivision vary from 0.10 acres (approximately 4,456 square feet) to 0.19 acres (approximately 8,065 square feet). Although the MR zone requires minimum lot sizes of 6,000 square feet, the use of Planned Residential Development standards allows for smaller lot sizes. This Preliminary Plat complies with the building form and placement standards such as setbacks for the T4N.2 transect zone (Division 10-40.40.080 of the Zoning Code).

Setback requirements for T4N.2 transect zone are:

Front:	5’ min. 12’ max.
Side:	3’ min.
Rear:	3’ min.

ii. Natural Resources

The subject property is located within the Resource Protection Overlay. A Natural Resource Protection Plan (NRPP) was provided in conjunction with this Preliminary Plat. Resources within this plat are limited to forest resources. The resources in Timber Sky are to be averaged over the entire site, so if one block falls short of the minimum required another makes up the difference. This block does not meet the preservation requirement on its own at 44.1% preserved instead of the 47.5% that would be required if viewed individually, however other blocks within the site will account for the difference. The applicant has agreed to true up the averaging data for this plat during civil plan review but, overall, the resources appear to be in conformance for all the site currently constructed.

iii. Historic/Cultural Resources

Cultural resource clearance was completed as part of the original Timber Sky development approval. No additional review was required.

iv. Parks, Open Space, Pedestrian, and Bicycle Facilities

In order to offset the parks and recreation demands for the future Timber Sky residents, active and passive recreation amenities have been incorporated into both the civic and open space requirements. Those amenities include a community center with BBQ grills, picnic tables, a pavilion, sports courts, and walking trails. The majority of these amenities will be constructed as part of phase 2, with the community center under construction.

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 on July 7, 2022.

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 built upon and be developable (lots are designed in a way so that development can meet 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.

iii. 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

The approved Timber Sky Traffic Impact Analysis (TIA) dated June 23, 2016, was prepared by CivTech, and was reviewed by the City, Coconino County, and ADOT. All off-site roadway improvements are regulated by the Development Agreement approved in conjunction with this development. This report will focus on the details in relation to the on-site improvements required for this plat. Phase 2 of Timber Sky will have one primary access point on West Route 66 via Alvan Clark Way and a second primary access via McAllister Ranch Road to Woody Mountain Road, which will be completed to the full roadway section. The proposed subdivision has direct access to McAllister Ranch Road.

The internal subdivision streets are based on City Engineering Standards except for having a right-of-way width of 55 feet versus the 57-foot dimension required, which allows one foot of the required two-foot bench behind the sidewalk to be located in an easement rather than right-of-way. The City Engineer, through a modification request, has approved this exception. The internal streets have a 16.5-foot travel lane with a 5-foot sidewalk separated by a 5-foot landscaped parkway on both sides of the street. The City Engineer previously approved, in association with the Timber Sky Block Plat, a modification request to vary the landscaped parkway in places where significant resources could be preserved. Two other engineering modifications have been approved in conjunction with these plats. The first allows a landscaped entry feature to each subdivision, and the second removes lighting from internal residential streets, as this site is located in Lighting Zone 1. Since these modification requests have been granted, Code requirements have been updated and the proposed lighting meets current engineering standards.

ii. Water and Wastewater

Civil Design & Engineering, Inc., on behalf of the City of Flagstaff Water Services Division, prepared the Water and Wastewater Impact Analysis (WSIA). The analysis is based on the demands generated by Timber Sky with a residential dwelling cap of 1,300 units.

Water

The closest source of Zone A+ water for this site includes an 18-inch waterline within Route 66 along the northern property boundary and a 12-inch waterline located in Woody Mountain Road. These existing Zone A+ waterlines are fed by the Railroad Springs tank and a booster pump located in the Railroad Springs Subdivision. A minimum of three connections will need to be made to the existing distribution system for this development. A looped water system will be required from Route 66 to Woody Mountain Road. Each of the Blocks within Timber Sky will be connected to the water main within the internal collector roadways.

Wastewater

The Water and Wastewater Impact Analysis identified two possible connection points to the City sewer system. The nearest existing sewer line is located along Woody Mountain Road where there is an eight (8) inch PVC sewer main. The second is the Westside Sewer line extension to the existing 18-inch PVC sewer interceptor location in Adirondack Avenue (Railroad Springs). The Rio De Flag Wastewater Treatment Plant will treat all sewage collected in these lines.

Modification to the existing sewer collection system was required for the Timber Sky development. The first improvement included off-site replacement of the eight (8) inch sewer line with an 18-inch, 21-inch, and 24-inch sewer line for a stretch of approximately 3,100 feet along Thompson Street and West Kaibab. The second off-site improvement included installation of the 18-inch sewer line connecting Adirondack Avenue (Railroad Springs) to the project site. This reach of the Westside Sewer line extension is approximately 5,170 feet in length, runs along the Clay Avenue Wash adjacent to McAllister Ranch and has already been completed. Each block within Timber Sky will be connected to the sewer main with the internal collector roadways.

iii. Stormwater

Timber Sky has an open space corridor that will manage major portions of the stormwater on the project site. A series of retention basins will be constructed along the flowline through the property. These basins will convey on-site and off-site flows from the west and south of the project site with an outlet to an existing box culvert under Route 66. The box culvert discharges flow to the Clay Wash Detention Basin located north of Route 66 within the Rio De Flag watershed area.

Low Impact Development (LID) requirements are being met in several ways. The water quality aspects of the LID requirements are being met in the upper reaches of the site at the discharge points of impervious surface areas. The use of bio-retention areas on single-family lots are proposed to meet the requirements for the residential impervious areas. Maintenance of the bio-retention areas on tracts will be the responsibility of the Homeowners Association. These maintenance requirements have been added to the development agreement for this project.

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

City of Flagstaff Community Development Division

211 W. Aspen Ave **P: (928) 213-2618**
Flagstaff, AZ 86001
www.flagstaff.az.gov

Date Received	**Application for Subdivision Review**	File Number

Property Owner(s)	Abbot - Rhoton Investments LLC			**Phone**	928-774-38262
Mailing Address	3605 S. FLAGSTAFF RANCH RD	**City, State, Zip**	FLAGSTAFF AZ, 860056	**Email**	JSUTHERLAND@CAPSTONEHOMESAZ.COM
Applicant(s)	JOHN SUTHERLAND			**Phone**	928-774-38262
Mailing Address	3605 S. FLAGSTAFF RANCH RD	**City, State, Zip**	FLAGSTAFF AZ, 860056	**Email**	JSUTHERLAND@CAPSTONEHOMESAZ.COM
Project Representative	JOHN SUTHERLAND			**Phone**	928-774-38262
Mailing Address	3605 S. FLAGSTAFF RANCH RD	**City, State, Zip**	FLAGSTAFF AZ, 860056	**Email**	JSUTHERLAND@CAPSTONEHOMESAZ.COM

Requested Review:
☐ **Development Master Plan** ☐ **Conceptual Plat** ☐ **Preliminary Plat P&Z and Council**
☐ **Modified Subdivision** ☒ **Preliminary Plat** ☐ **Final Plat- Council**

Project Name: ADORA AT TIMBER SKY PHASE 2 (BLOCK 3B)	**Site Address** SF RESIDENTIAL	**Parcel Number** 112-01-706	
Proposed Use MEDIUM RES.	**Existing Use** UNDEVELOPED	**Subdivision, Tract & Lot Number** TIMBER SKY, BLOCK 3B	
Zoning District MEDIUM RES.	**Regional Plan Category** RESIDENTIAL	**Flood Zone** X	**Size of Site (Sq. ft. or Acres)** 7.15

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**
	RES	FUTURE RES	FUTURE RES	RES

Proposed Use:	**Number of Lots**	**Number of Units**	**Number of acres per use**	**Building Square Feet**
	39	39	7.15	

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:**
John Sutherland	3/14/22	John Sutherland	3/14/22

For City Use

Date Filed:	**Case Number (s)**	
P & Z Hearing Date:	**Publication and Posting Date:**	
Council Hearing Date:	**Publication and Posting Date:**	
Fee Receipt Number:	**Amount:**	**Date:**

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**

PLOTTED: Jun 30, 2022–9:43am

PRELIMINARY PLAT

FOR

ADORA - PHASE 2 AT TIMBER SKY

FLAGSTAFF, ARIZONA

LOTS 1 THROUGH 39 OF TIMBER SKY BLOCK 3B AND
TRACTS 'A', 'B', 'C', 'D', AND 'E'

LOCATED IN SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT BASE AND MERIDIAN, COCONINO COUNTY, FLAGSTAFF, ARIZONA

DEDICATION

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

KNOW ALL PERSONS BY THESE PRESENTS: THAT CAPSTONE HOMES, LLC (AN ARIZONA LIMITED LIABILITY COMPANY), AS 'OWNER' AND 'GRANTOR,' HAS SUBDIVIDED UNDER THE NAME ADORA – PHASE 2 AT TIMBER SKY, A SUBDIVISION LOCATED IN A PORTION OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, OF THE GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF ADORA – PHASE 2 AT TIMBER SKY AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

RIGHT-OF-WAYS DEDICATED

PUBLIC RIGHT–OF–WAY (ROW). GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, IN FEE SIMPLE, ALL PUBLIC RIGHTS–OF–WAY SHOWN ON THE PLAT FOR PUBLIC USE. GRANTOR AS ABUTTING PROPERTY OWNER SHALL MAINTAIN THE SIDEWALK AND LANDSCAPING WITHIN THE RIGHT–OF–WAY BETWEEN THE STREET CURB AND THE ABUTTING PROPERTY, IN COMPLIANCE WITH THE FLAGSTAFF CITY CODE.

EASEMENTS DEDICATED

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION, PERPETUAL NON–EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT AS FOLLOWS:

PUBLIC UTILITY EASEMENT (P.U.E.), FOR PUBLIC USE, FOR UTILITY PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF ELECTRICITY, ENERGY, GAS, WATER, SEWER, PUBLIC STORM WATER SYSTEM, TELECOMMUNICATIONS, INTERNET SERVICES, CABLE TELEVISION, AND OTHER UTILITIES.

DRAINAGE EASEMENT (DE), FOR PUBLIC USE, FOR DRAINAGE AND FLOOD CONTROL PURPOSES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN–MADE CHANNELS, WASHES, WATERCOURSES, LEVEES, DIKES, DAMS, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES. CITY OF FLAGSTAFF IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT AREA FOR DRAINAGE AND FLOOD CONTROL PURPOSES.

DRAINAGE MAINTENANCE EASEMENT (DME), FOR CITY ACCESS TO MAINTAIN PRIVATE DRAINAGE WAYS AND DRAINAGE FEATURES, INCLUDING WITHOUT LIMITATION, CONSTRUCTION, OPERATION, MAINTENANCE, MODIFICATION, REPLACEMENT AND REPAIR OF NATURAL AND MAN–MADE CHANNELS, WASHES, WATERCOURSES, RETENTION AND DETENTION BASINS, STORAGE BASINS, STORM DRAINS, MONITORING DEVICES, IN THE EVENT GRANTOR HAS FAILED TO PROPERLY MAINTAIN PRIVATE DRAINAGE WAYS IN ACCORDANCE WITH THE FLAGSTAFF CITY CODE.

VEHICULAR NON–ACCESS EASEMENT (VNAE) FOR TRAFFIC CONTROL PURPOSES. VEHICLE ACCESS AND DRIVEWAYS ARE PROHIBITED IN THE EASEMENT AREA.

THE OWNER HEREBY DEDICATES TO UNISOURCE ENERGY SERVICES AND ITS SUBSIDIARY, UNS GAS:
ASSIGNS ALL AREAS ON THIS PLAT MARKED P.U.E. OR PUBLIC UTILITY EASEMENT AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS. WHETHER PUBLIC OR PRIVATE, FOR EXISTING NATURAL GAS FACILITIES TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON OR ADJACENT TO.

EASEMENTS AND GENERAL CONDITIONS

GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF, ARIZONA PERPETUAL NON–EXCLUSIVE EASEMENTS OVER, UNDER, UPON, AND ACROSS ALL EASEMENT AREAS DESIGNATED ON THE PLAT FOR THE EASEMENT PURPOSES, INCLUDING ANY RELATED FACILITIES AND EQUIPMENT, AND SUBJECT TO THE FOLLOWING GENERAL CONDITIONS:

1. GRANTOR SHALL NOT ALLOW USE OF THE EASEMENT AREA IN A MANNER THAT INTERFERES WITH EASEMENT;
2. GRANTOR SHALL MAINTAIN EASEMENT AREAS FREE AND CLEAR OF VEGETATION OR OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, PER THE FLAGSTAFF CITY CODE AS AMENDED; AND
3. GRANTEE MAY MAINTAIN VEGETATION AND REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT;
4. IN THE EVENT THE CITY OF FLAGSTAFF HAS NOTIFIED GRANTOR AND PROVIDED REASONABLE OPPORTUNITY TO MAINTAIN THE SLOPE, VEGETATION AND/OR REMOVE OBSTRUCTIONS THAT INTERFERE WITH THE EASEMENT, CITY OF FLAGSTAFF MAY ISSUE AN ASSESSMENT AGAINST GRANTOR TO RECOVER THE CITY'S ACTUAL, REASONABLE MAINTENANCE COSTS AND RECORD IT AS A LIEN AGAINST GRANTOR'S PROPERTY UNTIL THE ASSESSMENT AND ANY STATUTORY INTEREST IS PAID;
5. GRANTEE SHALL HAVE A LIMITED, TEMPORARY RIGHT OF ACCESS ACROSS GRANTOR'S ADJACENT PROPERTY FOR EASEMENT PURPOSES IF ACCESS CANNOT BE REASONABLY ACHIEVED BY OTHER MEANS.

BINDING EFFECT. THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IMPROVEMENTS. GRANTOR HEREBY DEDICATES TO THE CITY OF FLAGSTAFF ALL IMPROVEMENTS INSTALLED OR CONSTRUCTED BY GRANTOR FOR CITY PUBLIC RIGHTS–OF–WAY AND CITY UTILITIES WITHIN THE EASEMENT AREAS, AND SUCH DEDICATION SHALL BE EFFECTIVE WHEN FORMALLY ACCEPTED BY THE CITY ENGINEER (THE "ACCEPTANCE DATE").

INTERIM LIABILITY.

CAPSTONE HOMES, LLC., ["GRANTOR" OR "OWNER"], DOES HEREBY RELEASE AND DISCHARGE THE CITY OF FLAGSTAFF, AND INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF FLAGSTAFF, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR NEWLY DEDICATED PUBLIC RIGHTS–OF–WAY AS DEPICTED ON THIS PLAT UNTIL THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND FORMALLY ACCEPTED BY THE CITY ENGINEER ("ACCEPTANCE DATE"). GRANTOR SHALL MAINTAIN THE NEWLY DEDICATED PUBLIC RIGHTS–OF–WAY UNTIL THE ACCEPTANCE DATE.

NOW, THEREFORE, IN WITNESS WHEREOF, GRANTOR HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 202_.

BY: CAPSTONE HOMES, LLC.

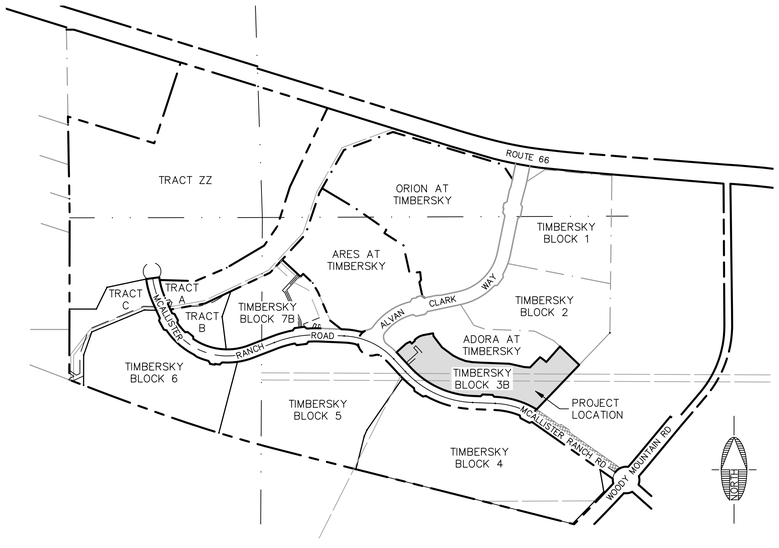
BY: _____
CLINTON WHITING
PRESIDENT

STATE OF ARIZONA
SS.
COUNTY OF COCONINO

ON THIS _____ DAY OF _____, 202_, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____ WHO ACKNOWLEDGED BY SELF TO THE REPRESENT CAPSTONE HOMES, LLC., AND THAT HE/SHE AS SUCH, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO FORTH MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES



VICINITY MAP
N.T.S.

SHEET LIST		
NAME	NUMBER	TITLE
PP01	1	COVER
PP02	2	EXISTING BOUNDARY & ZONING
PP03	3	CIVIL DESIGN
PP04	4	PRELIMINARY PLAT (1)
PP05	5	PRELIMINARY PLAT (NRPP ENVELOPES)
PP06	6	PRELIMINARY NRPP
PP07	7	BUILDING DETAILS

LEGEND

ROW
EASEMENT
GRAVITY SEWER LINE (8"SS)
PUBLIC WATER LINE (8"W)
STORM DRAIN PIPE
LOT BOUNDARY
FIRE HYDRANT
AIR RELEASE VALVE
SEWER MANHOLE
STORM DRAIN MANHOLE
CATCH BASIN
GATE VALVE
LIGHT POLE
PROPOSED DRAINAGE FLOW ARROW
EX. LOT LINE
EX. EASEMENT
EX. INTERMEDIATE CONTOUR (6944)
EX. INDEX CONTOUR (6945)
EX. WATER LINE (12"W)
EX. SEWER LINE (SS)
EX. GAS (G)
EX. STORM DRAIN
EX. UNDERGROUND UTIL. (UGE)
EX. OVERHEAD UTIL. (OHE)
SECTION LINE
EX. ROAD STRIPING
EX. WATER VALVE
EX. SIGNAGE
EX. ELECTRIC BOX

PROPERTY INFORMATION:

APN# 112–01–706
BLOCK 3B

AREA GROSS = 7.15 AC
AREA NET = 5.52 AC
DENSITY GROSS = 5.45 DU/AC
DENSITY NET = 7.06 DU/AC

TOTAL AREA OF ROW: 1.63 AC
TOTAL AREA OF LOTS (39 TOTAL): 5.27 AC

TRACT A: SEWER EASEMENT
TRACT B, C, AND E: LANDSCAPED AREAS AND OPEN SPACE
TRACT D: OPEN SPACE ROCK OUTCROPPING PRESERVATION

ZONING: MEDIUM DENSITY RESIDENTIAL (MR) WITH PRD DEVELOPMENT OPTION T4N.2

LEGAL DESCRIPTION: THE NORTH HALF OF THE SOUTHWEST QUARTER; SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST, GILA AND SALT RIVER MERIDIAN, COCONINO COUNTY, ARIZONA,

FLOODPLAIN: THIS PROJECT IS LOCATED WITHIN ZONE X OF FEMA FIRM MAP #04005C6812, EFFECTIVE SEPTEMBER 3, 2010. ZONE X IS DESCRIBED AS AN AREA DETERMINED TO BE OUTSIDE THE 500–YR FLOODPLAIN.

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. 41–90000.0002.
2. ALL UTILITIES, INCLUDING STREET LIGHT AND ELECTRIC LINES INSTALLED WITH THIS DEVELOPMENT SHALL BE PLACED UNDERGROUND.
3. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CITY OF FLAGSTAFF CODES AND ORDINANCES.
4. NO SLOPE EASEMENTS ARE REQUIRED FOR THIS DEVELOPMENT.

OPEN SPACE SUMMARY

REQUIRED OPEN SPACE
PROPOSED 3B 7.15 AC GROSS @ 15% =1.07 AC

PROVIDED OPEN SPACE
OPEN SPACE FOR ALL MR DEVELOPMENT IN TIMBER SKY HAS BEEN ACCOUNTED FOR IN TRACT A AND C OF THE TIMBER SKY PHASE 2 BLOCK PLAT.

ADDITIONAL PROVIDED 3B
TRACT B: C, AND E: LANDSCAPED AREAS AND OPEN SPACE
TRACT D: OPEN SPACE ROCK OUTCROPPING PRESERVATION

RESOURCE PRESERVATIONS

THE PROJECT DOES FALL WITHIN THE CITY OF FLAGSTAFF RESOURCE PROTECTION OVERLAY ZONE. REFER TO THE NATURAL RESOURCE PROTECTION PLAN WITHIN THIS PRELIMINARY PLAT.

FLOOD ZONE CLASSIFICATION

THE PROJECT AREA IS WITHIN ZONE X DESIGNATED BY FEMA FIRM'S 04005C–6804G AND 04005C–6812G. THE PROJECT AREA HAS BEEN DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THEREFORE, NO BUILDING WILL OCCUR IN A FLOODPLAIN.

UTILITY COMPANY CONTACTS

APS
CONTACT: CHAD BROOKS
2200 E. HUNTINGTON
FLAGSTAFF, AZ 86004
CHAD.BROOKS@APS.COM
PHONE: (928) 773–6440

UNISOURCE ENERGY SERVICES
CONTACT: MARTIN CONBOY
2901 W SHAMRELL BLVD #110
FLAGSTAFF, AZ 86001
MCONBOY@UESAZ.COM
PHONE: (928) 226–2269

LUMEN
CONTACT: MANUEL HERNANDEZ
112 NORTH BEAVER STREET
FLAGSTAFF, AZ 86001
MANUEL.HERNANDEZ4@CENTURYLINK.COM
PHONE: (928) 779–4935

ALTICE USA
CONTACT: SANFORD YAZZIE
1601 SOUTH PLAZA WAY
FLAGSTAFF, AZ 86001
SANFORD.YAZZIE@ALTICEUSA.COM
PHONE: (928) 266–0672

UTILITY COMPANY APPROVAL

ARIZONA PUBLIC SERVICE
CHAD BROOKS BY LETTER DATED 3/16/2022
BY: DATE:

UNISOURCE ENERGY SERVICES
MARTIN CONBOY BY LETTER DATED 4/6/2022
BY: DATE:

LUMEN
KEVIN WAGNER ON BEHALF OF MANUEL HERNANDEZ
BY LETTER DATED 4/4/2022
BY: DATE:

ALTICE USA
SANFORD YAZZIE BY LETTER DATED 3/16/22
BY: DATE:

UTILITY CONFLICT

UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND WERE COMPILED FROM RECORD DRAWINGS, SURVEY, AND CONSTRUCTION PLANS FURNISHED BY OTHERS. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR DETERMINING THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES THAT MAY AFFECT WORK PRIOR TO CONSTRUCTION.

THERE ARE NO APPARENT CONFLICTS. REFER TO UTILITY CONFLICT RESPONSE LETTERS FOR MORE DETAILED INFORMATION.

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF# PZ-15-00115-23

PROPERTY OWNER/DEVELOPER:

CAPSTONE HOMES
CONTACT: JOHN SUTHERLAND
3605 S. FLAGSTAFF RANCH RD.
FLAGSTAFF, AZ 86005
(928) 774–3826

CIVIL ENGINEER:

SHEPHARD–WESNITZER, INC.
STEPHEN IRWIN, PE #58405
110 W. DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774–0354

SURVEYOR:

SHEPHARD–WESNITZER, INC.
AARON BORLING, RLS #48756
110 W, DALE AVE.
FLAGSTAFF, AZ 86001
(928) 774–0354

SITE BENCHMARK

2" ALUMINUM CAP IN MEDIAN NORTHEAST CORNER ISLAND OF MCALLISTER RANCH ROAD AND ALVAN CLARK WAY ROUNDABOUT
ELEVATION = 7088.834'

SOURCE OF PROJECT INFORMATION

BOUNDARY INFORMATION PER INST. #3810031, AND SUPPLEMENTAL TOPOGRAPHIC SURVEY PERFORMED BY SHEPHARD–WESNITZER, INC. IN NOVEMBER 2020.

BASIS OF BEARING

NORTH 89–47–14 EAST, 2555.77' FROM THE NORTHWEST QUARTER CORNER OF SECTION 19 TO THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDAN, COCONINO COUNTY, ARIZONA, ACCORDING TO THE INST. NO. 3810031, OFFICIAL RECORDS OF COCONINO COUNTY, ARIZONA.

FLAGSTAFF ARIZONA

ADORA – PHASE 2

COVER

JOB NO: 21169
DATE: JUN 22
SCALE: AS SHOWN
DRAWN: SJV/ELK
DESIGN: SJV/ELK
CHECKED: SDI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.6934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

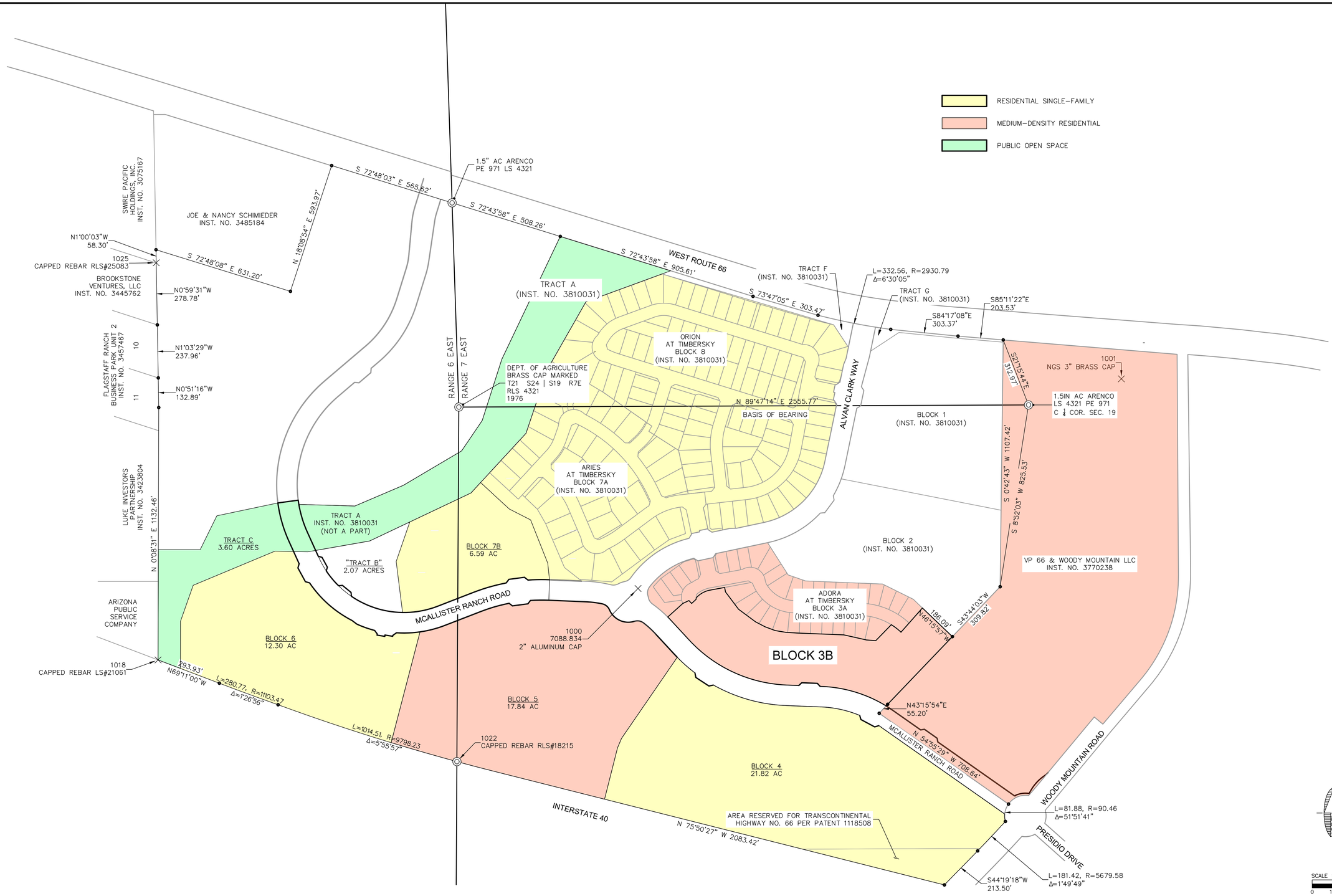
Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP01

SHT NO. 1 OF 7

FILE: P:\2021\21169\DRAWINGS\PLATS\PRELIMINARY\COVER.DWG EKESER

PLOTTED: Jun 30, 2022–9:44am



PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF# PZ-15-00115-23

FILE: P:\2021\21169\DRAWINGS\PLATS\PRELIMINARY\3B-EXISTING BOUNDARY-21169.DWG EKEISER

FLAGSTAFF ARIZONA

ADORA – PHASE 2

EXISTING BOUNDARY & ZONING

JOB NO:	21169
DATE:	JUN 22
SCALE:	AS SHOWN
DRAWN:	BH
DESIGN:	BH/SVJ
CHECKED:	SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

SWI
Shephard Wesnitzer, Inc.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you dig, it's the law (ARS 40-360.21 et seq.)
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP02

SHT NO. 2 OF 7

PLOTTED: Jun 30, 2022 - 9:44am

BLOCK 3A

EXISTING LID FACILITIES FOR BLOCK 3B INSTALLED IN BLOCK 3A

EXISTING FIRE HYDRANT

ADDITIONAL ON LOT LID STORAGE AREA

VEGA STREET

CONNECT TO EXISTING WATER

CONNECT TO SEWER STUB-OUT

LOCKWOOD WAY

BLOCK 3A

BLOCK 3A

CONNECTION TO BLOCK 2

5' SIDEWALK

EXISTING FIRE HYDRANT

ROCK OUT CROPPING PRESERVATION AREA

LANDSCAPED OPEN SPACE AREA

EXISTING 50' TELEPHONE LINE EASEMENT PER PATENT 118508 AND MAP PROVIDED BY ARIZONA PUBLIC SERVICE COMPANY

20' SEWER EASEMENT

PROPOSED FIRE HYDRANT

W LYRA WAY

PROPOSED FIRE HYDRANT

MCALLISTER RANCH ROAD

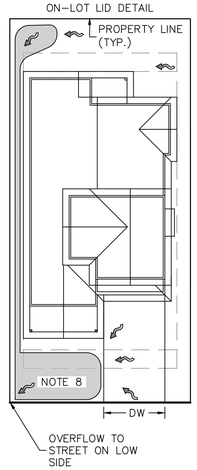
S KUIPER DR

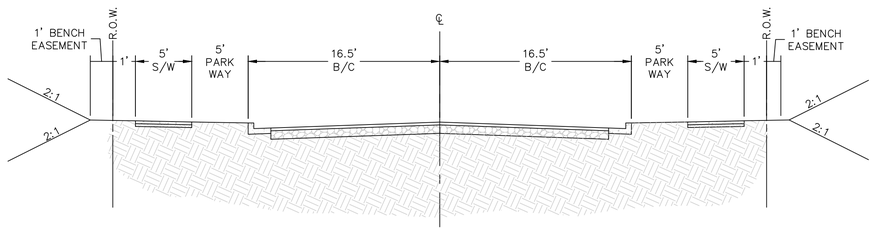
APN: 112-01-019
VP 66 & WOODY MOUNTAIN LLC
INST NO. 3770238

EXISTING FIRE HYDRANT

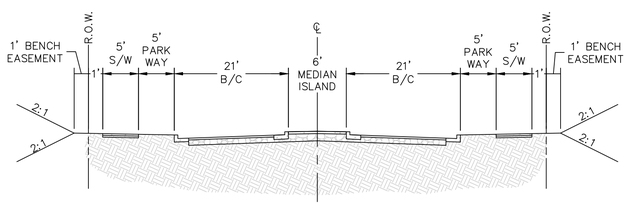
BLOCK 4

ON-LOT LID DETAIL





TYPICAL ROAD CROSS SECTION (A / PP03)
NO SCALE



TYPICAL ENTRANCE CROSS SECTION (B / PP03)
NO SCALE

NORTH

SCALE 1" : 40'
0 20 40

NOTES:
1. TO PROVIDE ON-LOT LID STORAGE FRONT, REAR AND SIDE YARDS WILL BE FINE GRADED TO PUSH RUNOFF TO LANDSCAPE AREAS PER RAIN HARVESTING PRACTICES. LID WILL GENERALLY HAVE A MAX DEPTH OF 4" BUT MAY GO UP TO 8". LOTS WILL GENERALLY PROVIDE 50 CF OF STORAGE, LOTS 17, 18 AND 23 WILL PROVIDE 134 CF OF STORAGE.
2. LOCATIONS OF ON-LOT LID STORAGE ARE CONCEPTUAL AND MAY CHANGE PER APPROVED BUILDING PERMITS FOR EACH LOT.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF# PZ-15-00115-23

FLAGSTAFF ARIZONA

ADORA – PHASE 2

CIVIL DESIGN

JOB NO: 21169
DATE: JUN 22
SCALE: AS SHOWN
DRAWN: SJV/ELK
DESIGN: SJV/ELK
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP03

SHT NO. 3 OF 7

FILE: P:\2021\21169\DRAWINGS\PLATS\PRELIMINARY\CONCEPTUAL-PLANS.DWG EKEISER

PLOTTED: Jun 30, 2022 - 9:44am

FILE: P:\2021\21169\DRAWINGS\PLATS\PRELIMINARY\PP01-21169.DWG EXESER

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.51	N 11°08'37" W
L2	66.05	S 79°33'03" W
L3	6.53	S 2°16'02" W
L4	27.50	S 47°15'37" W
L5	17.77	N 42°44'23" W
L6	30.28	S 64°37'55" W
L7	48.31	N 62°36'28" W
L8	48.34	N 69°32'00" W
L9	48.74	N 80°33'26" W
L10	49.68	N 86°32'48" W
L11	41.57	N 85°46'24" W
L12	18.38	S 42°43'21" E
L13	18.38	N 47°16'39" E
L14	54.57	S 87°43'21" E
L15	7.96	S 87°43'21" E
L16	21.21	S 42°43'21" E
L17	21.21	N 47°16'39" E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.40	546.00	2°08'28"
C2	54.94	272.50	11°33'08"
C3	20.91	300.00	3°59'34"
C4	8.72	484.00	1°01'57"
C5	61.42	484.00	7°16'16"
C6	61.42	484.00	7°16'16"
C7	61.42	484.00	7°16'16"
C8	61.42	484.00	7°16'16"
C9	61.42	484.00	7°16'16"
C10	61.42	484.00	7°16'16"
C11	2.74	484.00	0°19'27"
C12	42.08	741.00	3°15'13"
C13	50.00	741.00	3°51'58"
C14	50.00	741.00	3°51'58"
C15	50.00	741.00	3°51'58"
C16	50.00	741.00	3°51'58"
C17	1.60	741.00	0°07'25"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C18	16.38	14.00	67°01'01"
C19	21.19	14.00	86°44'27"
C20	6.80	272.50	1°25'49"
C21	11.29	272.50	2°22'28"
C22	45.26	539.00	4°48'41"
C23	50.00	539.00	5°18'54"
C24	50.00	539.00	5°18'54"
C25	50.00	539.00	5°18'54"
C26	50.00	539.00	5°18'54"
C27	50.00	539.00	5°18'54"
C28	50.00	539.00	5°18'54"
C29	50.00	539.00	5°18'54"
C30	27.90	539.00	2°57'59"
C31	2.56	50.00	2°55'46"
C32	11.30	50.00	12°56'41"
C33	39.46	68.00	33°14'46"
C34	44.94	686.00	3°45'12"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C35	57.55	686.00	4°48'24"
C36	57.55	686.00	4°48'24"
C37	35.74	686.00	2°59'07"
C38	15.75	50.00	18°02'51"
C39	6.43	68.00	5°24'50"
C40	50.30	67.98	42°23'25"
C41	49.70	67.98	41°53'29"
C42	11.48	68.00	9°40'08"
C43	14.63	50.00	16°45'58"
C44	13.30	50.00	15°14'09"
C45	11.31	68.00	9°31'42"
C46	53.63	68.00	45°11'24"
C47	76.97	68.00	64°51'23"
C48	11.27	50.00	12°55'01"
C49	34.67	629.00	3°09'28"
C50	58.52	629.00	5°19'49"
C51	58.50	629.00	5°19'42"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C52	58.47	629.00	5°19'35"
C53	58.45	629.00	5°19'28"
C54	58.43	629.00	5°19'21"
C55	58.41	629.00	5°19'13"
C56	58.38	629.00	5°19'05"
C57	50.00	629.00	4°33'17"
C58	39.04	596.00	3°45'12"
C59	50.00	596.00	4°48'24"
C60	50.00	596.00	4°48'24"
C61	50.00	596.00	4°48'24"
C62	115.16	596.00	11°04'16"

NOTES:
1. 5' PUBLIC ACCESS TRAIL TO BE PROVIDED WITHIN TRACT D THAT CONNECTS TO THE SIDEWALK WITHIN BLOCK 2 TO THE NORTH. CONNECTION WILL BE VERIFIED DURING FINAL DESIGN AND CONSTRUCTION.

ALVAN CLARK WAY

VEGA STREET

LOCKWOOD WAY

W LYRA WAY

S KUIPER DR

MCALLISTER RANCH RD

L=72.83, R=112.50, Δ=37°05'34"

1 4456.17 SF 0.10 AC

2 4600.39 SF 0.11 AC

3 4876.46 SF 0.11 AC

4980.28 SF 0.11 AC

5 4967.95 SF 0.11 AC

6 4954.82 SF 0.11 AC

7 4941.02 SF 0.11 AC

8 4926.67 SF 0.11 AC

9 4911.88 SF 0.11 AC

10 4896.79 SF 0.11 AC

11 4846.05 SF 0.11 AC

12 4483.00 SF 0.10 AC

TRACT 'A' 1840.18 SF 0.04 AC

TRACT 'B' 720.00 SF

TRACT 'C' 720.00 SF

TRACT 'D' 19079.84 SF 0.44 AC (SEE NOTE 1)

TRACT 'E' 3134.56 SF 0.07 AC

22 4710.92 SF 0.11 AC

21 4680.94 SF 0.11 AC

20 4737.32 SF 0.11 AC

19 4704.27 SF 0.11 AC

18 8064.84 SF 0.19 AC

17 7406.99 SF 0.17 AC

16 4808.61 SF 0.11 AC

15 4839.76 SF 0.11 AC

14 4839.76 SF 0.11 AC

13 5827.32 SF 0.13 AC

23 7581.10 SF 0.17 AC

24 5868.06 SF 0.13 AC

25 5981.04 SF 0.14 AC

26 5848.70 SF 0.13 AC

27 5659.02 SF 0.13 AC

28 5419.17 SF 0.12 AC

29 5199.64 SF 0.12 AC

30 5088.55 SF 0.12 AC

31 4536.76 SF 0.10 AC

32 4500.00 SF 0.10 AC

33 4500.00 SF 0.10 AC

34 4751.08 SF 0.11 AC

35 4955.16 SF 0.11 AC

36 4934.57 SF 0.11 AC

37 5009.89 SF 0.12 AC

38 6575.72 SF 0.15 AC

39 6390.22 SF 0.15 AC

EXISTING 50' TELEPHONE LINE EASEMENT PER PATENT 118508 AND MAP PROVIDED BY ARIZONA PUBLIC SERVICE COMPANY

1' VNAE (TYP)

SCALE 1" : 40'
0 20 40

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF# PZ-15-00115-23

FLAGSTAFF ARIZONA

ADORA – PHASE 2

PRELIMINARY PLAT (1)

JOB NO:	21169
DATE:	JUN 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK, SJV
CHECKED:	SJV, SDJ

REVISIONS			
NO.	DESCRIPTION	DATE	BY

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

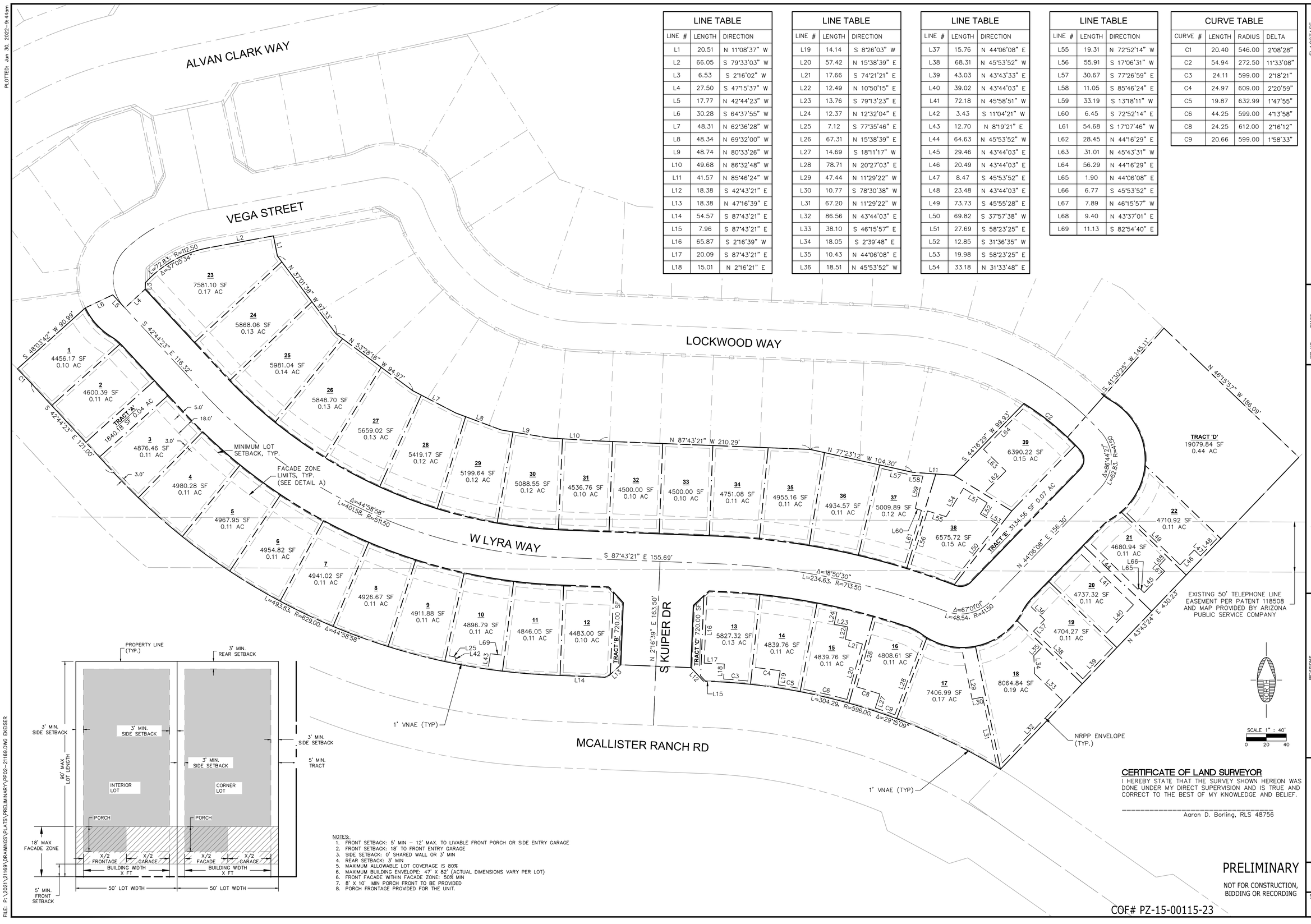
Shephard Wesnitzer, Inc.

Call at least two full working days before you begin excavation
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP04

SHT NO. 4 OF 7

PLOTTED: Jun 30, 2022 - 9:44am



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.51	N 11°08'37" W
L2	66.05	S 79°33'03" W
L3	6.53	S 2°16'02" W
L4	27.50	S 47°15'37" W
L5	17.77	N 42°44'23" W
L6	30.28	S 64°37'55" W
L7	48.31	N 62°36'28" W
L8	48.34	N 69°32'00" W
L9	48.74	N 80°33'26" W
L10	49.68	N 86°32'48" W
L11	41.57	N 85°46'24" W
L12	18.38	S 42°43'21" E
L13	18.38	N 47°16'39" E
L14	54.57	S 87°43'21" E
L15	7.96	S 87°43'21" E
L16	65.87	S 2°16'39" W
L17	20.09	S 87°43'21" E
L18	15.01	N 2°16'21" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L19	14.14	S 8°26'03" W
L20	57.42	N 15°38'39" E
L21	17.66	S 74°21'21" E
L22	12.49	N 10°50'15" E
L23	13.76	S 79°13'23" E
L24	12.37	N 12°32'04" E
L25	7.12	S 77°35'46" E
L26	67.31	N 15°38'39" E
L27	14.69	S 18°11'17" W
L28	78.71	N 20°27'03" E
L29	47.44	N 11°29'22" W
L30	10.77	S 78°30'38" W
L31	67.20	N 11°29'22" W
L32	86.56	N 43°44'03" E
L33	38.10	S 46°15'57" E
L34	18.05	S 2°39'48" E
L35	10.43	N 44°06'08" E
L36	18.51	N 45°53'52" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L37	15.76	N 44°06'08" E
L38	68.31	N 45°53'52" W
L39	43.03	N 43°43'33" E
L40	39.02	N 43°44'03" E
L41	72.18	N 45°58'51" W
L42	3.43	S 11°04'21" W
L43	12.70	N 8°19'21" E
L44	64.63	N 45°53'52" W
L45	29.46	N 43°44'03" E
L46	20.49	N 43°44'03" E
L47	8.47	S 45°53'52" E
L48	23.48	N 43°44'03" E
L49	73.73	S 45°55'28" E
L50	69.82	S 37°57'38" W
L51	27.69	S 58°23'25" E
L52	12.85	S 31°36'35" W
L53	19.98	S 58°23'25" E
L54	33.18	N 31°33'48" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L55	19.31	N 72°52'14" W
L56	55.91	S 17°06'31" W
L57	30.67	S 77°26'59" E
L58	11.05	S 85°46'24" E
L59	33.19	S 13°18'11" W
L60	6.45	S 72°52'14" E
L61	54.68	S 17°07'46" W
L62	28.45	N 44°16'29" E
L63	31.01	N 45°43'31" W
L64	56.29	N 44°16'29" E
L65	1.90	N 44°06'08" E
L66	6.77	S 45°53'52" E
L67	7.89	N 46°15'57" W
L68	9.40	N 43°37'01" E
L69	11.13	S 82°54'40" E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.40	546.00	2°08'28"
C2	54.94	272.50	11°33'08"
C3	24.11	599.00	2°18'21"
C4	24.97	609.00	2°20'59"
C5	19.87	632.99	1°47'55"
C6	44.25	599.00	4°13'58"
C8	24.25	612.00	2°16'12"
C9	20.66	599.00	1°58'33"

NOTES:
1. FRONT SETBACK: 5' MIN – 12' MAX. TO LIVABLE FRONT PORCH OR SIDE ENTRY GARAGE
2. FRONT SETBACK: 18' TO FRONT ENTRY GARAGE
3. SIDE SETBACK: 0' SHARED WALL OR 3' MIN
4. REAR SETBACK: 3' MIN
5. MAXIMUM ALLOWABLE LOT COVERAGE IS 80%
6. MAXIMUM BUILDING ENVELOPE: 47' X 82' (ACTUAL DIMENSIONS VARY PER LOT)
7. FRONT FACADE WITHIN FACADE ZONE: 50% MIN
8. 8' X 10' MIN PORCH FRONT TO BE PROVIDED
8. PORCH FRONTAGE PROVIDED FOR THE UNIT.

CERTIFICATE OF LAND SURVEYOR

I HEREBY STATE THAT THE SURVEY SHOWN HEREON WAS DONE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
Aaron D. Borling, RLS 48756

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF# PZ-15-00115-23

FLAGSTAFF ARIZONA

ADORA – PHASE 2

PRELIMINARY PLAT (NRPP ENVELOPES)

JOB NO:	21169
DATE:	JUN 22
SCALE:	AS SHOWN
DRAWN:	ELK
DESIGN:	ELK, SJV
CHECKED:	SJV, SDJ

NO.	DESCRIPTION	DATE	BY
REVISIONS			

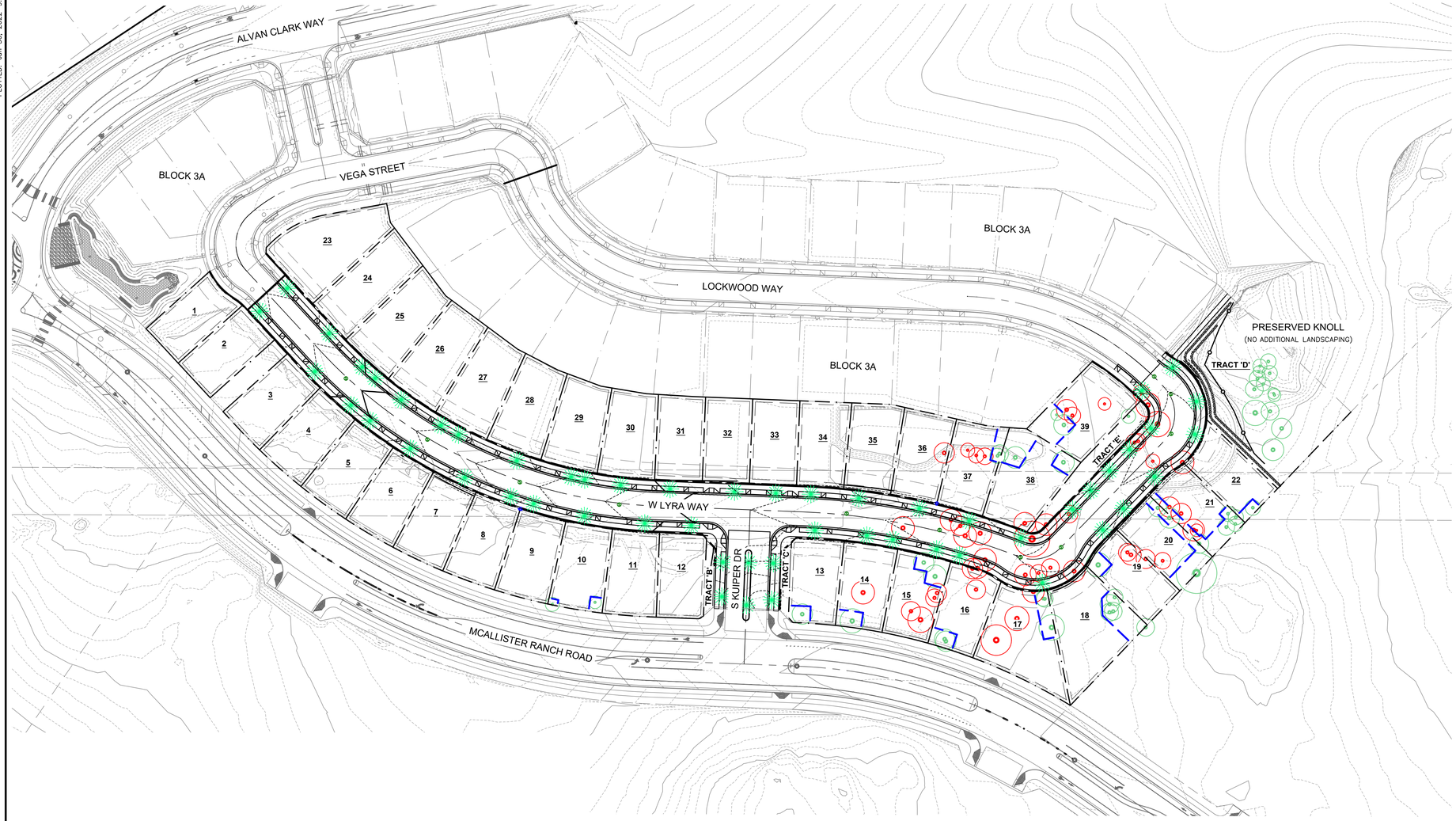
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

Call at least two full working days before you plan to excavate
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP05

SHT NO. 5 OF 7

FILE: P:\2021\21169\DRAWINGS\PLATS\PRELIMINARY\PP02-21169.DWG EXEISER



NORTH

SCALE 1" : 60'
0 30 60

LEGEND

- ROW
- EASEMENT
- LOT LINE
- SETBACK
- NRPP ENVELOPE
- PROTECTED TREE
- REMOVED TREE
- NEW TREE

PRELIMINARY PLAT LANDSCAPE CALCULATIONS		
SECTION	**REQUIREMENTS**	**QUANTITY**
STREET TREE REQUIREMENT (2430 L.F.)		
PROPOSED TREES REQUIRED	MIN SPACING OF 45 LF	54
SHRUBS	NONE	0
GROUNDCOVER	NONE	0
STREET BUFFER INSTALLED PER PHASE 2 INFRASTRUCTURE PLANS		

NOTES:
1. INTERIOR STREET PARKWAY TREES TO BE INSTALLED AT THE COMPLETION OF HOME CONSTRUCTION FOR EACH INDIVIDUAL LOT. IRRIGATION FOR THE TREES TO BE PROVIDED BY HOMEOWNER'S IRRIGATION SYSTEM. EXACT TREE LOCATIONS MAY BE ADJUSTED DURING THE DESIGN OF THE SITE PLAN OR LANDSCAPE PLAN FOR THE HOME OF EACH LOT.

3B TREE RESOURCES UPDATE

TOTAL TREE RESOURCES					
TYPE	PINE	PINE	PINE	PINE	
DIAMETER (IN)	9-12	13-17	18-24	>25	
NUMBER EXISTING	23	52	16	2	
POINTS	2	4	8	20	
SUM OF POINTS	46	208	128	40	
SUBTOTAL TREE POINTS=					422
47.5% PRESERVATION RATE=					200.45
POST-DEVELOPMENT TREES					
TYPE	PINE	PINE	PINE	PINE	
DIAMETER (IN)	9-12	13-17	18-24	>25	
NUMBER SAVED	17	23	5	1	
POINTS	2	4	8	20	
SUM OF POINTS	34	92	40	20	
SUBTOTAL TREE POINTS=					186
REQUIRE PRESERVATION RATE=					47.5%
PRESERVATION RATE=					44.1%
NOTE:					
1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, RESIDENTIAL ZONES PRESERVATION RATE IS 50%. THIS HAS BEEN REDUCED TO 47.5% WITH THE 5% OPEN SPACE CREDIT					

TIMBERSKY PHASE 1-RESOURCE PROTECTION PLAN

BLOCK/TRACT	LAND USE	EXISTING TREE PONTS	EXEMPTED TREE PONTS**	REQUIRED PRESERVATION*	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	TREE POINTS REMOVED	PERCENT PRESERVED	NOTES
1	HDR	0	0	47.5%				N/A	NO TREES
2	HDR	159	0	47.5%	76	159		100.0%	NOT DEVELOPED YET
3A	MDR	28	0	47.5%	13	12	16	42.9%	FINAL VERIFICATION PENDING
7A	SFR	2184	0	47.5%	1037	1191	993	54.5%	FINAL VERIFICATION PENDING
8	SFR	4347	0	47.5%	2065	1806	2541	41.5%	FINAL VERIFICATION PENDING
TRACT A	PUBLIC LANDS	1914	354	30.0%	468	450	1110	28.8%	PHASE 1 OPEN SPACE/DRAINAGE
TOTALS		8632	354		3659	3618			

NET POINTS AFTER PHASE 1= -41

NOTES:
*5% REDUCTION APPLIED TO RESIDENTIAL PARCELS FOR CIVIC SPACE (10-30.60.060.B1)
TREES WITHIN THE COLLECTOR RIGHT OF WAY ARE INCLUDED WITHIN THE TREE POINT TOTAL FOR THE ADJACENT BLOCK
** DISTURBANCE EXEMPTION GRANTED IN DEVELOPMENT AGREEMENT FOR REGIONAL UTILITY FOR ELECTRICAL (MODIFIED FROM TREES WITHIN THE REGIONAL UTILITY SEWER TRUNK AND FUTS ARE EXEMPT FROM THE CALCULATIONS. (354 POINTS)

TIMBERSKY PHASE 1 AND 2-RESOURCE PROTECTION PLAN

BLOCK/TRACT	LAND USE	EXISTING TREE PONTS	EXEMPTED TREE POINTS**	REQUIRED PRESERVATION*	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	TREE POINTS REMOVED	PERCENT PRESERVED	NOTES
1	HDR	0	0	47.5%	0				NO TREES
2	HDR	159	0	47.5%	76	159	0	100.0%	NOT DEVELOPED YET***
3A	MDR	28	0	47.5%	13	12	16	42.9%	FINAL VERIFICATION PENDING
7A	SFR	2184	0	47.5%	1037	1191	993	54.5%	FINAL VERIFICATION PENDING
8	SFR	4347	0	47.5%	2065	1842	2505	42.4%	ADJUSTED FROM 41.5% BASED ON PRELIM AS-BUILTS FINAL VERIFICATION
3B	MDR	506	84	47.5%	200	186	320	44.1%	NOT DEVELOPED YET***
4	SFR	4293	212	47.5%	1938	1953	2340	47.9%	NOT DEVELOPED YET***
5	MDR	650	76	47.5%	273	273	377	47.6%	NOT DEVELOPED YET***
6	SFR	2279	242	47.5%	968	968	1311	47.5%	NOT DEVELOPED YET***
7B	SFR	1619	228	47.5%	661	665	954	47.8%	CDS STAGE***
TRACT A	PUBLIC LANDS	1914	354	30.0%	468	357	1557	22.9%	PHASE 1 AND 2 OPEN SPACE DRAINAGE
TRACT B	COM CENTER -SFR	688	138	30.0%	165	312	376	56.7%	COMMUNITY CENTER****
TRACT C	PUBLIC LAND	927	241	30.0%	206	104	823	15.2%	PHASE 2 OPEN SPACE DRAINAGE
TRACT H	SIGN BLOCK 4 -SFR	108	3	47.5%	50	98	10	93.3%	ENTRY SIGN BLOCK 4
Totals		19702	1578		8120	8120	11582		

NET POINTS PHASE 1 AND PHASE 2 ONGOING (04/21/2022)= 0

NOTES:
*5% REDUCTION APPLIED TO RESIDENTIAL PARCELS FOR CIVIC SPACE (10-30.60.060.B1)
** DISTURBANCE EXEMPTION GRANTED BY RECORDED DEVELOPMENT AGREEMENT BETWEEN COF AND VP66 & WOODY MOUNTAIN, LLC.(DATED RECORDED:12/21/2016). EXEMPTED TREES ARE NOT INCLUDED IN CALCULATIONS.
***ASSUMPTION MADE TO ASSUME EXACT PRESERVATION REQ FOR UNDEVELOPED LOTS. DUE TO LOCATION OF TREES ON BLOCK 2, 100% PRESERVATION ASSUMED FOR BLOCK 2.
****COMMUNITY CENTER IS CURRENTLY IN CDs STAGE. RATE SHOWN REPRESENTS THE MINIMUM RATE REQUIRED SO THAT THE OVERALL TIMBER SKY SITE MEETS THE MINIMUM REQUIRED PRESERVATION RATE

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF# PZ-15-00115-23

FLAGSTAFF ARIZONA

ADORA – PHASE 2

PRELIMINARY NRPP

JOB NO: 21169
DATE: JUN 22
SCALE: AS SHOWN
DRAWN: BH
DESIGN: BH/SJV
CHECKED: SCI

110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0334
928.774.6934 fax
www.swoz.com

Shephard Wesnitzer, Inc.

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP06

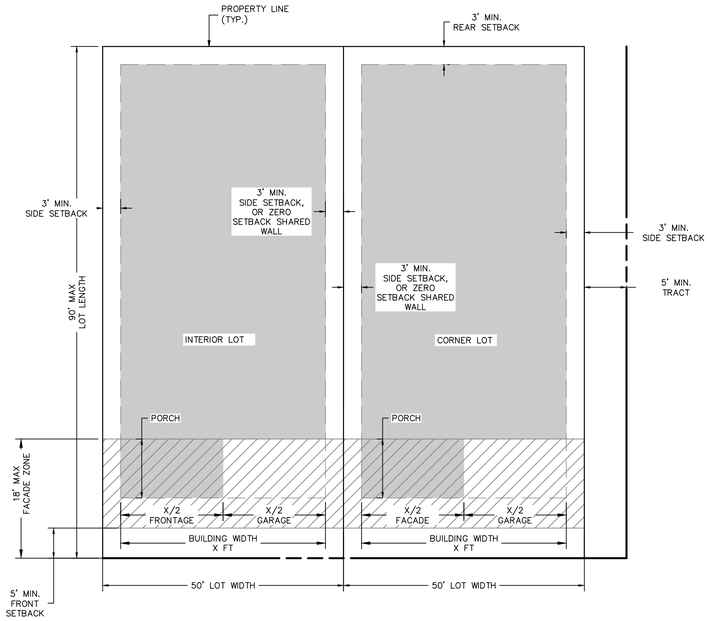
SHT NO. 6 OF 7

PLOTTED: Jun 30, 2022-9:44am

FILE: P:\2021\21169\DRAWINGS\PLATS\PRELIMINARY\3B-NRPP-21169.DWG EKEISER

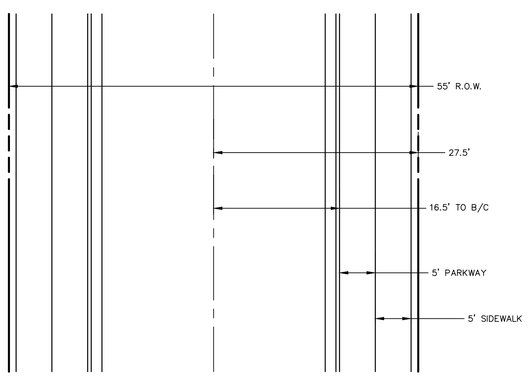
PLOTTED: Jun 30, 2022 - 9:45am

PLACEMENT DETAILS

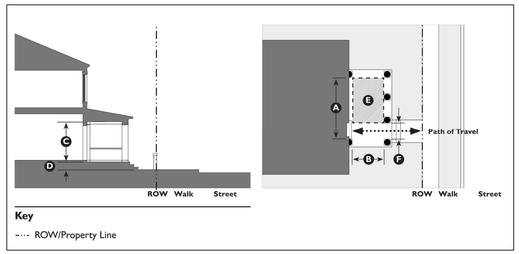


NOTES:
1. FRONT SETBACK: 5' MIN – 12' MAX. TO LIVABLE FRONT PORCH OR SIDE ENTRY GARAGE
2. FRONT SETBACK: 18' TO FRONT ENTRY GARAGE
3. SIDE SETBACK: 0' SHARED WALL OR 3' MIN
4. REAR SETBACK: 3' MIN
5. MAXIMUM ALLOWABLE LOT COVERAGE IS 80%
6. MAXIMUM BUILDING ENVELOPE: 47' X 82' (ACTUAL DIMENSIONS VARY PER LOT)
6. FRONT FACADE WITHIN FACADE ZONE: 50% MIN
7. 8' X 10' MIN PORCH FRONT TO BE PROVIDED
8. PORCH FRONTAGE PROVIDED FOR THE UNIT.

LOCAL ROAD DETAIL



FRONTAGE TYPES



Key
---- ROW/Property Line

10-50.120.040 Porch: Projecting

A. Description

The main façade of the building typically has a small to medium setback from the property line. The resulting front yard is typically very small and may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three sides and has a roof form that is separate from the main house, making it possible to remove the porch roof without making major changes to the overall roof form.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	
Finish Level above Sidewalk[1]	18" min.	D
Furniture Area, Clear	4' x 6' min.	E
Path of Travel	3' wide min.	F

End Note

[1] Not required in non-transect zones.

C. Miscellaneous

Projecting porches are open on three sides and must have a roof.

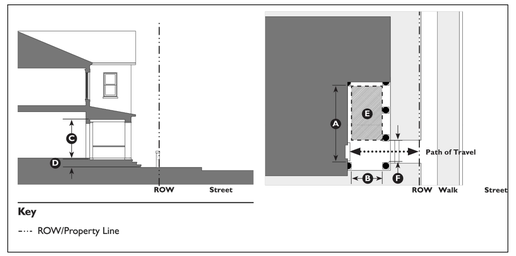
In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.



Full-length projecting porch with stairs perpendicular to street.



Partial-length projecting porch with stairs parallel to street.



Key
---- ROW/Property Line

10-50.120.050 Porch: Engaged

A. Description

The main façade of the building has a small setback from the property line. The resulting front yard is typically very small and may be undefined or defined by a fence or hedge to spatially maintain the edge of the street. An engaged porch has a separate roof form from the main body of the house, making it possible to remove the porch roof without making major changes to the overall roof form. The porch is partially or fully enclosed on two sides and has a roof.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	
Finish Level above Sidewalk[1]	18" min.	D
Furniture Area, Clear	4' x 6' min.	E
Path of Travel	3' wide min.	F

End Note

[1] Not required in non-transect zones.

C. Miscellaneous

Engaged porches must be open on at least two sides and have a roof.

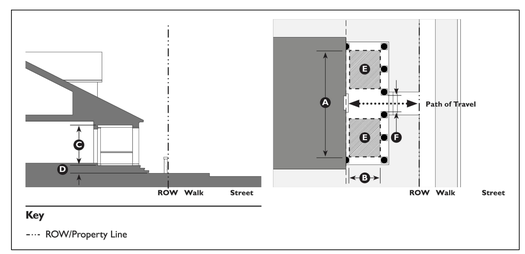
In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.



Engaged porch as an attached element.



Engaged porch as an attached element.



Key
---- ROW/Property Line

10-50.120.060 Porch: Integral

A. Description

The main façade of the building has a small setback from the property line. The resulting front yard is typically very small and may be undefined or defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is open on one, two, or three sides and is part of the overall massing and roof form of the building, making it impossible to remove the porch without major changes to the overall roof form.

B. Size

Width, Clear	10' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Height	2 stories max.	
Finish Level above Sidewalk[1]	18" min.	D
Furniture Area, Clear	4' x 6' min.	E
Path of Travel	3' wide min.	F

End Note

[1] Not required in non-transect zones.

C. Miscellaneous

Integral porches must be open on at least two sides and have a roof.

In transect zones where both porches and encroachments are allowed, a porch is an allowable encroaching element.



Partial-length integral porch.



Full-length integral porch integrated into the overall massing.

PRELIMINARY

NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF# PZ-15-00115-23

FLAGSTAFF ARIZONA

ADORA – PHASE 2

BUILDING DETAILS

JOB NO: 21169
DATE: JUN 22
SCALE: AS SHOWN
DRAWN: BH
DESIGN: BH/SJV
CHECKED: SCI

Shephard Wesnitzer, Inc.
1275 W. Underwood Lane
Flagstaff, AZ 86001
928.226.0223
928.226.0331 fax
928.541.1075 fax
www.swiaz.com

REVISIONS

NO.	DESCRIPTION	DATE	BY

Call at least two full working days before you begin excavation.
ARIZONA811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP07

SHT NO. 7 OF 7

FILE: P:\2021\21169\DRAWINGS\PLATS\PRELIMINARY\3B-PRO-21169.DWG EKEISER

Adora Phase II at Timber Sky

Preliminary Plat Approval Request

City Council| October 4, 2022

Ben Mejia | Planner

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER

Request Overview

- Request from Capstone Homes for **Preliminary Plat approval of Adora Phase II at Timber Sky** located at 2760 S Vega Street.
- Single family subdivision with 39 single-family home lots on 7.15 acres in the Medium-Density Residential (MR) Zone also within the Resource Protection Overlay (RPO)
- Staff approved the Preliminary Plat with conditions on July 7, 2022

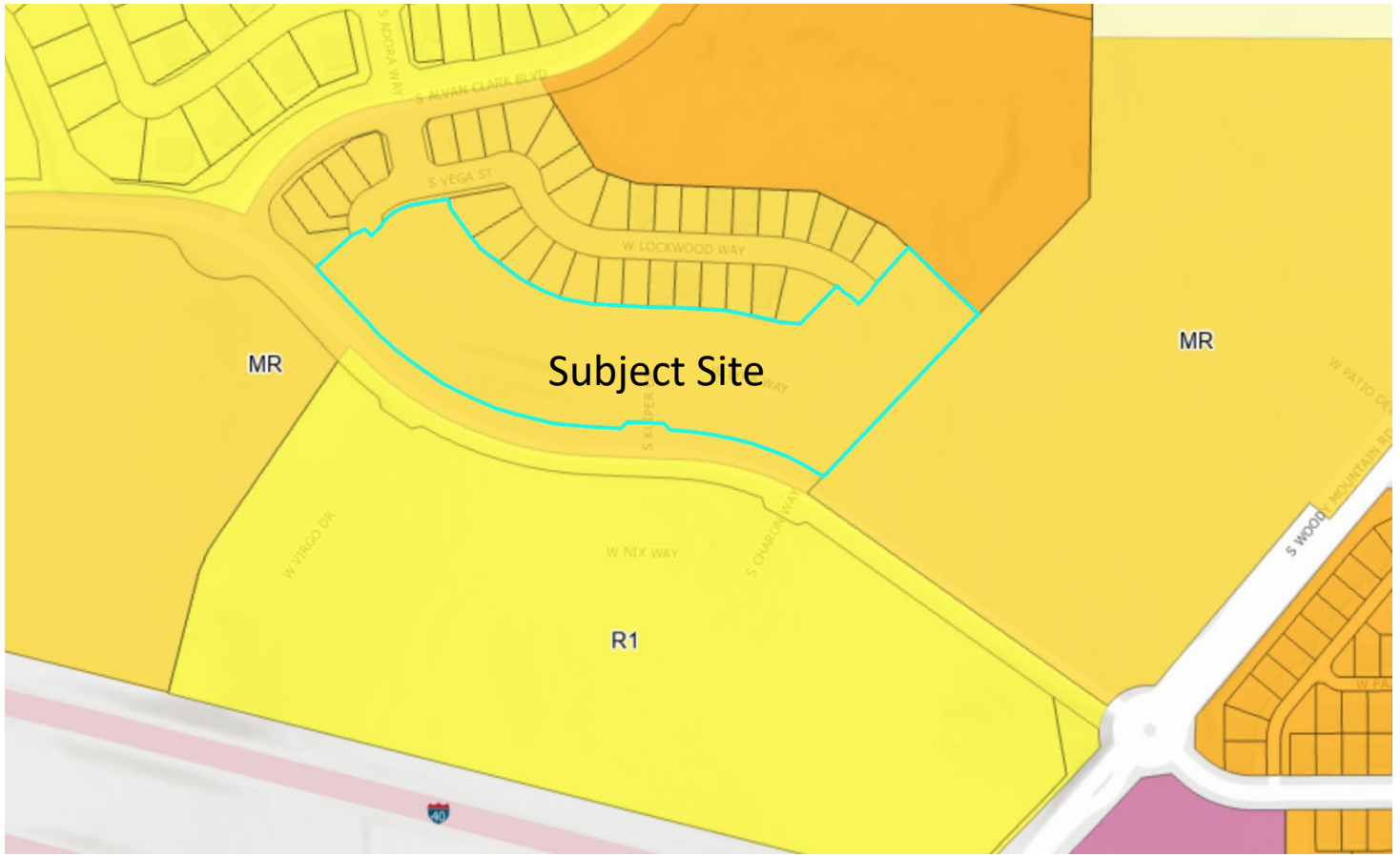
Vicinity Map

North: Timber Sky Block 3A, MR Zone

South: Timber Sky Block 4, R1 Zone

West: Timber Sky Block 3A, MR Zone

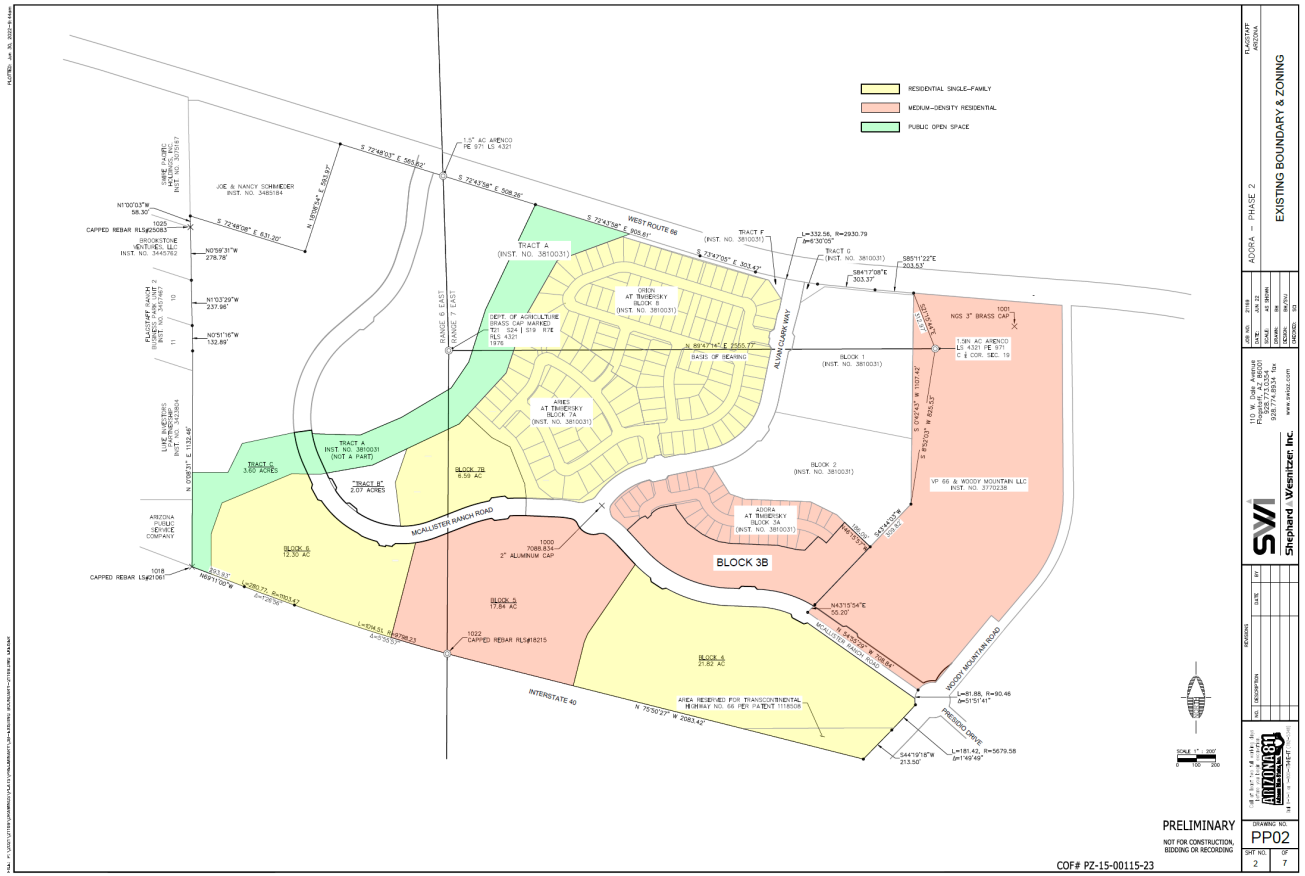
East: Sky Cottages, MR Zone



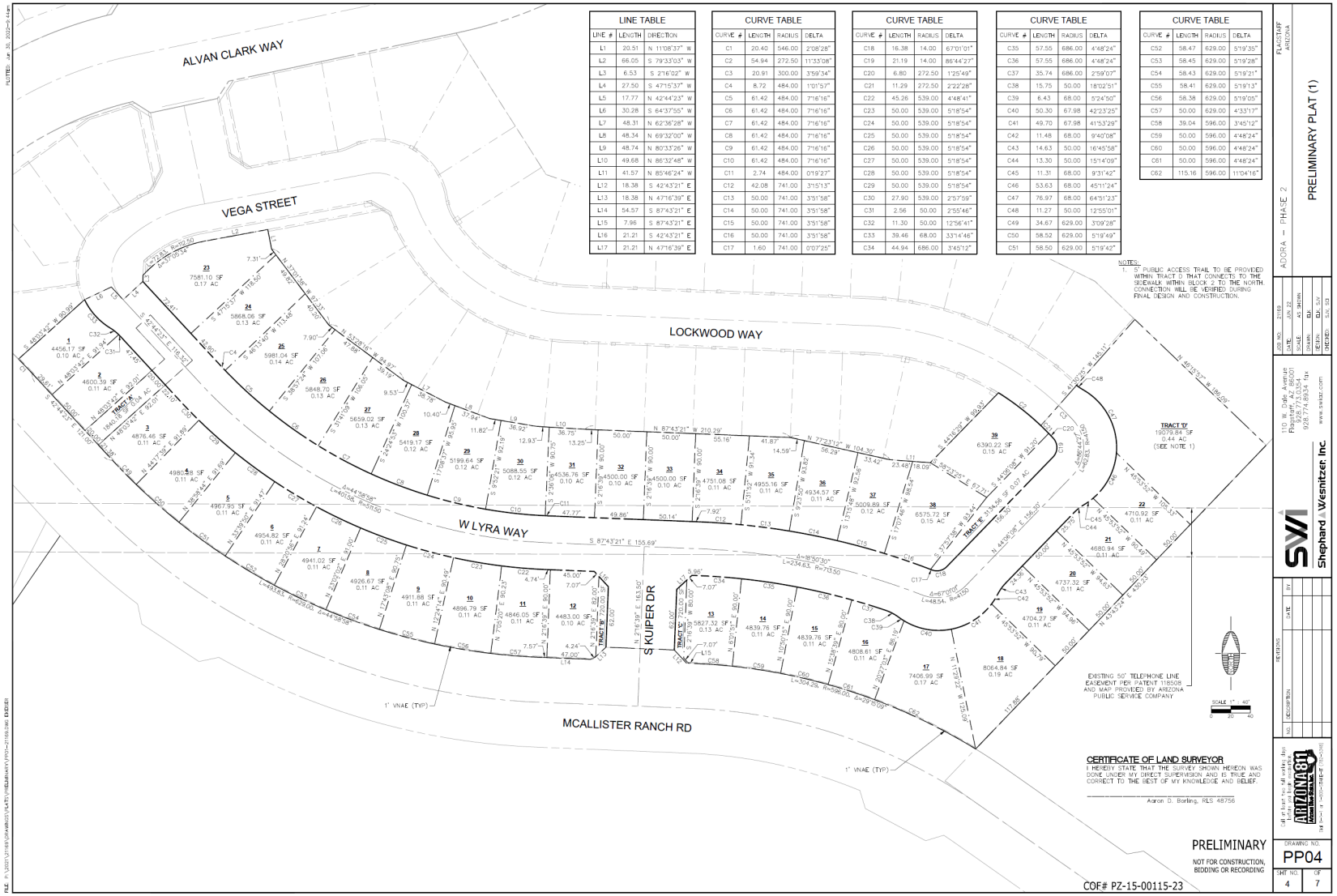
Timber Sky- Background

- **In 2016, a Zoning Map Amendment and Annexation were approved for the Timber Sky Development which proposes a maximum of 1300 residential dwelling units.**

- **Subject site is part of Phase II of the development of Timber Sky.**



Adora Phase II at Timber Sky - Preliminary Plat



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.51	N 11°08'37" W
L2	66.05	S 79°33'03" W
L3	6.53	S 2°16'02" W
L4	27.50	S 47°15'37" W
L5	17.77	N 42°44'23" W
L6	30.28	S 64°37'55" W
L7	48.31	N 62°36'28" W
L8	48.34	N 69°32'00" W
L9	48.74	N 80°33'26" W
L10	49.68	N 86°32'48" W
L11	41.57	N 85°46'24" W
L12	18.38	S 42°43'21" E
L13	18.38	N 47°16'39" E
L14	54.57	S 87°43'21" E
L15	7.96	S 87°43'21" E
L16	21.21	S 42°43'21" E
L17	21.21	N 47°16'39" E

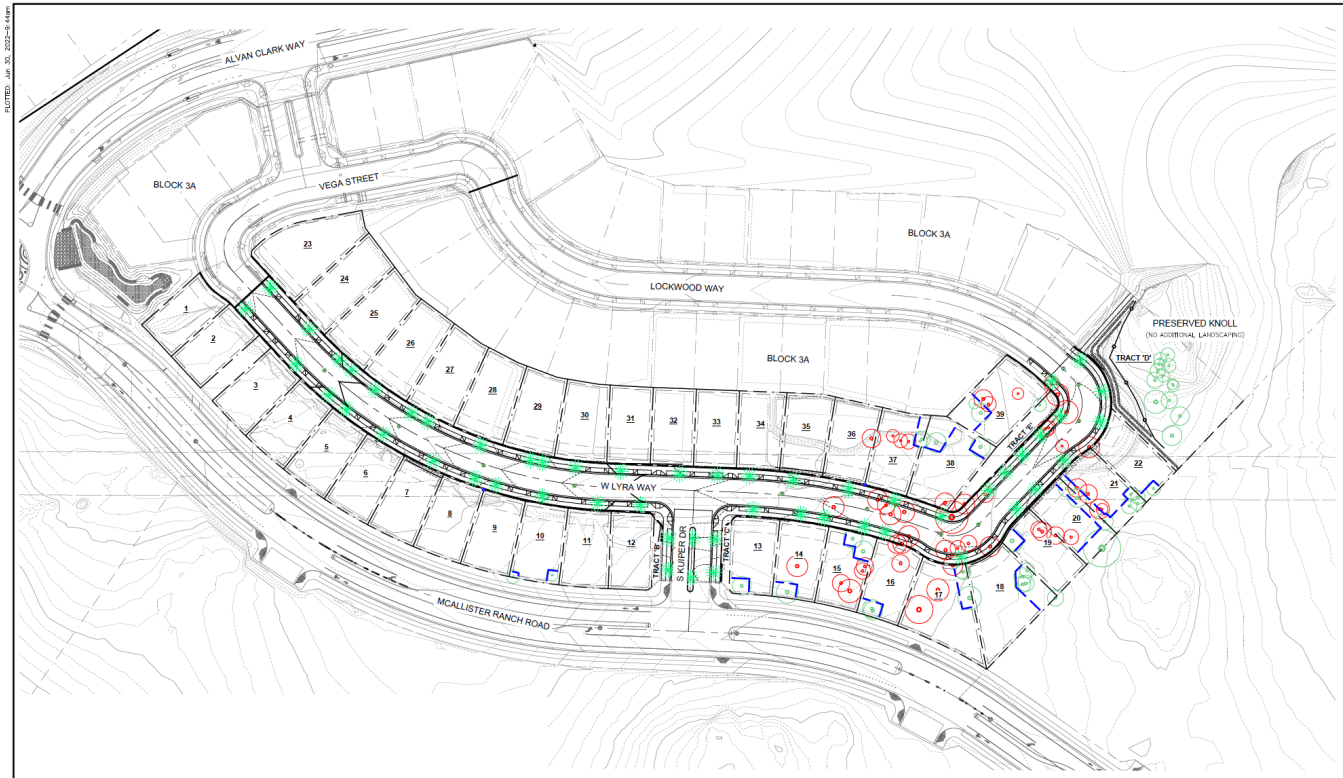
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.40	546.00	2°08'28"
C2	54.94	272.50	11°33'08"
C3	20.91	300.00	3°59'34"
C4	8.72	484.00	1°01'57"
C5	61.42	484.00	7°16'16"
C6	61.42	484.00	7°16'16"
C7	61.42	484.00	7°16'16"
C8	61.42	484.00	7°16'16"
C9	61.42	484.00	7°16'16"
C10	61.42	484.00	7°16'16"
C11	2.74	484.00	0°19'27"
C12	42.08	741.00	3°15'13"
C13	50.00	741.00	3°51'58"
C14	50.00	741.00	3°51'58"
C15	50.00	741.00	3°51'58"
C16	50.00	741.00	3°51'58"
C17	1.60	741.00	0°07'25"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C18	16.38	14.00	67°01'01"
C19	21.19	14.00	86°44'27"
C20	6.80	272.50	1°25'49"
C21	11.29	272.50	2°22'28"
C22	45.26	539.00	4°48'41"
C23	50.00	539.00	5°18'54"
C24	50.00	539.00	5°18'54"
C25	50.00	539.00	5°18'54"
C26	50.00	539.00	5°18'54"
C27	50.00	539.00	5°18'54"
C28	50.00	539.00	5°18'54"
C29	50.00	539.00	5°18'54"
C30	27.90	539.00	2°57'59"
C31	2.56	50.00	2°55'46"
C32	11.30	50.00	12°56'41"
C33	39.46	68.00	33°14'46"
C34	44.94	686.00	3°45'12"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C35	57.55	686.00	4°48'24"
C36	57.55	686.00	4°48'24"
C37	35.74	686.00	2°59'07"
C38	15.75	50.00	18°02'51"
C39	6.43	68.00	5°24'50"
C40	50.30	67.98	42°23'25"
C41	49.70	67.98	41°53'29"
C42	11.48	68.00	9°40'08"
C43	14.63	50.00	16°45'58"
C44	13.30	50.00	15°14'09"
C45	11.31	68.00	9°31'42"
C46	53.63	68.00	45°11'24"
C47	76.97	68.00	64°51'23"
C48	11.27	50.00	12°55'01"
C49	34.67	629.00	3°09'28"
C50	58.52	629.00	5°19'49"
C51	58.50	629.00	5°19'42"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C52	58.47	629.00	5°19'35"
C53	58.45	629.00	5°19'28"
C54	58.43	629.00	5°19'21"
C55	58.41	629.00	5°19'13"
C56	58.38	629.00	5°19'05"
C57	50.00	629.00	4°33'17"
C58	39.04	596.00	3°45'12"
C59	50.00	596.00	4°48'24"
C60	50.00	596.00	4°48'24"
C61	50.00	596.00	4°48'24"
C62	115.16	596.00	11°04'16"

Resource Protection Plan



LEGEND

- ROW
- EASEMENT
- LOT LINE
- SETBACK
- NRPP ENVELOPE
- PROTECTED TREE
- REMOVED TREE
- NEW TREE

SCALE 1" = 60'
0 30 60

PRELIMINARY PLAT LANDSCAPE CALCULATIONS

SECTION	REQUIREMENTS	QUANTITY
STREET TREE REQUIREMENT (2430 L.F.)		
PROPOSED TREES REQUIRED	MIN SPACING OF 45 LF	54
SHRUBS	NONE	0
GROUNDCOVER	NONE	0
STREET BUFFER INSTALLED PER PHASE 2 INFRASTRUCTURE PLANS		

NOTES:
1. INTERIOR STREET PARKWAY TREES TO BE INSTALLED AT THE COMPLETION OF HOME CONSTRUCTION FOR EACH INDIVIDUAL LOT. IRRIGATION FOR THE TREES TO BE PROVIDED BY HOMEOWNER'S IRRIGATION SYSTEM. EXACT TREE LOCATIONS MAY BE ADJUSTED DURING THE DESIGN OF THE SITE PLAN OR LANDSCAPE PLAN FOR THE HOME OF EACH LOT.

3B TREE RESOURCES UPDATE

TOTAL TREE RESOURCES				
TYPE	PINE	PINE	PINE	PINE
DIAMETER (IN)	9-12	13-17	18-24	>25
NUMBER EXISTING	23	52	16	2
POINTS	2	4	8	20
SUM OF POINTS	46	208	128	40
SUBTOTAL TREE POINTS=				422
47.5% PRESERVATION RATE=				200.45
POST-DEVELOPMENT TREES				
TYPE	PINE	PINE	PINE	PINE
DIAMETER (IN)	9-12	13-17	18-24	>25
NUMBER SAVED	17	23	5	1
POINTS	2	4	8	20
SUM OF POINTS	34	92	40	20
SUBTOTAL TREE POINTS=				186
REQUIRE PRESERVATION RATE=				47.5%
PRESERVATION RATE=				44.1%

NOTE:
1. PER CITY OF FLAGSTAFF ZONING CODE SECTION 10-50.90.060, RESIDENTIAL ZONES PRESERVATION RATE IS 50%. THIS HAS BEEN REDUCED TO 47.5% WITH THE 5% OPEN SPACE CREDIT

TIMBERSKY PHASE 1-RESOURCE PROTECTION PLAN

BLOCK/TRACT	LAND USE	EXISTING TREE POINTS	EXEMPTED TREE POINTS**	REQUIRED PRESERVATION*	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	TREE POINTS REMOVED	PERCENT PRESERVED	NOTES
1	HDR	0	0	47.5%				N/A	NO TREES
2	HDR	159	0	47.5%	76	159		100.0%	NOT DEVELOPED YET
3A	MDR	28	0	47.5%	13	12	16	42.9%	FINAL VERIFICATION PENDING
7A	SFR	2184	0	47.5%	1037	1191	993	54.5%	FINAL VERIFICATION PENDING
8	SFR	4347	0	47.5%	2065	1806	2541	41.5%	FINAL VERIFICATION PENDING
TRACT A	PUBLIC LANDS	1914	354	30.0%	468	450	1110	28.8%	PHASE 1 OPEN SPACE/DRAINAGE
TOTALS		8632	354		3659	3618			
					NET POINTS AFTER PHASE 1=	-41			

NOTES:
*5% REDUCTION APPLIED TO RESIDENTIAL PARCELS FOR CIVIC SPACE (10-30.60.060.B1)
TREES WITHIN THE COLLECTOR RIGHT OF WAY ARE INCLUDED WITHIN THE TREE POINT TOTAL FOR THE ADJACENT BLOCK
** DISTURBANCE EXEMPTION GRANTED IN DEVELOPMENT AGREEMENT FOR REGIONAL UTILITY FOR ELECTRICAL (MODIFIED FROM TREES WITHIN THE REGIONAL UTILITY SEWER TRUNK AND FUTS ARE EXEMPT FROM THE CALCULATIONS. (354 POINTS)

TIMBERSKY PHASE 1 AND 2-RESOURCE PROTECTION PLAN

BLOCK/TRACT	LAND USE	EXISTING TREE POINTS	EXEMPTED TREE POINTS**	REQUIRED PRESERVATION*	REQUIRED POINTS TO BE PRESERVED	TREE POINTS PRESERVED	TREE POINTS REMOVED	PERCENT PRESERVED	NOTES
1	HDR	0	0	47.5%	0				NO TREES
2	HDR	159	0	47.5%	76	159	0	100.0%	NOT DEVELOPED YET***
3A	MDR	28	0	47.5%	13	12	16	42.9%	FINAL VERIFICATION PENDING
7A	SFR	2184	0	47.5%	1037	1191	993	54.5%	FINAL VERIFICATION PENDING
8	SFR	4347	0	47.5%	2065	1842	2505	42.4%	ADJUSTED FROM 41.5% BASED ON PRELIM AS-BUILTS FINAL VERIFICATION
3B	MDR	506	84	47.5%	200	186	320	44.1%	NOT DEVELOPED YET***
4	SFR	4293	212	47.5%	1938	1953	2340	47.9%	NOT DEVELOPED YET***
5	MDR	650	76	47.5%	273	273	377	47.6%	NOT DEVELOPED YET***
6	SFR	2279	242	47.5%	968	968	1311	47.5%	NOT DEVELOPED YET***
7B	SFR	1619	228	47.5%	661	665	954	47.8%	CDS STAGE***
TRACT A	PUBLIC LANDS	1914	354	30.0%	468	357	1557	22.9%	PHASE 1 AND 2 OPEN SPACE DRAINAGE
TRACT B	COM CENTER -SFR	688	138	30.0%	165	312	376	56.7%	COMMUNITY CENTER****
TRACT C	PUBLIC LAND	927	241	30.0%	206	104	823	15.2%	PHASE 2 OPEN SPACE DRAINAGE
TRACT H	SIGN BLOCK 4 -SFR	108	3	47.5%	50	98	10	93.3%	ENTRY SIGN BLOCK 4
Totals		19702	1578		8120	8120	11582		
					NET POINTS PHASE 1 AND PHASE 2 ONGOING (04/21/2022)=	0			

NOTES:
*5% REDUCTION APPLIED TO RESIDENTIAL PARCELS FOR CIVIC SPACE (10-30.60.060.B1)
** DISTURBANCE EXEMPTION GRANTED BY RECORDED DEVELOPMENT AGREEMENT BETWEEN COF AND VP66 & WOODY MOUNTAIN, LLC.(DATED RECORDED:12/21/2016). EXEMPTED TREES ARE NOT INCLUDED IN CALCULATIONS.
***ASSUMPTION MADE TO ASSUME EXACT PRESERVATION REQ FOR UNDEVELOPED LOTS. DUE TO LOCATION OF TREES ON BLOCK 2, 100% PRESERVATION ASSUMED FOR BLOCK 2.
****COMMUNITY CENTER IS CURRENTLY IN CDs STAGE. RATE SHOWN REPRESENTS THE MINIMUM RATE REQUIRED SO THAT THE OVERALL TIMBER SKY SITE MEETS THE MINIMUM REQUIRED PRESERVATION RATE

PRELIMINARY
NOT FOR CONSTRUCTION, BIDDING OR RECORDING

COF# PZ-15-00115-23

FLAGSTAFF ARIZONA

ADORA – PHASE 2

PRELIMINARY NRPP

JOB NO: 21169
DATE: JAN 22
SCALE: AS SHOWN
DRAWN: BH
DESIGN: BM/SJV
CHECKED: SSH

110 W. Dale Avenue
Flagstaff, AZ 86001
928.774.8934 fax
www.swiaz.com
Shephard Wesnitzer, Inc.

NO.	DESCRIPTION	DATE	BY
	REVISIONS		

Call at least two full working days before you dig in Arizona
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)

DRAWING NO.
PP06

SHT NO. 6 OF 7

PLOTTED: Jan 30, 2022–8:44am
FILE: P:\2021\21169\DRAWINGS\PLATS\PRELIMINARY_3B–NRPP–21169.DWG DIEDERI

Required Finding #1: Zoning Code (Title 10)

Meets Medium-Density Residential (MR) and T4N.2 Zone Standards

Density

- Gross 5.45 units/acre and Net 7.06 units/acre is within MR range of 2 minimum and 14 maximum units/acre

Lot design and resource protection

- Lots designed to meet resource protection requirements using specific building envelopes.

Lot sizes

- Applies Planned Residential Development standards which allows for greater flexibility in lot size and dimensions
- Lot sizes range from approximately 4,500 sq. ft. to 8,000 sq. ft.
- Typical lot dimensions are approximately 50’ wide and 90’ deep

Setbacks

- Conforms with the T4N.2 minimum setbacks:
- Front = 5’ min
- Side = 3’ min,
- Rear = 3’ min

Zoning Code allows City Council to approve alternate lot sizes and setbacks on a final plat

Required Finding #1: Zoning Code (Title 10)

Meets other relevant standards

- Historic/Cultural Resources
  - Cultural Resource clearance completed with original approval
- Parks, Open Space, Pedestrian, Bicycle Facilities
  - Open space and amenity area requirements are provided within the Timber Sky Development.
  - Sidewalks are provided throughout the subdivision.

Required Finding #2: Engineering Standards (Title 13)

Meets Engineering Standards

- Public systems analysis conducted to confirm preliminary compliance with Engineering Standards
  - Compliance confirmed with Civil Engineering Plans (after Preliminary Plat approval)
- Access and Traffic
  - A Traffic Impact Analysis (TIA) was not required for this subdivision. A TIA was completed in conjunction with the rezoning that included this site.

Meets Engineering Standards

Water and Wastewater

- New 8” water line provided with the new streets serving subdivision
- New 8” sewer line –each lot to be provided with a tap

Stormwater

- Regional detention for the entire Timber Sky Development
- On lot LID provided

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)

Required Finding #3: Subdivisions Standards (Title 11)

Meets Subdivision and Land Split Regulations (Chapter 11-20)

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 the City Council approve the Preliminary Plat, in accordance with the findings presented in this report and the Planning and Zoning Commission recommendation (6-0).**

City Council Meeting - FINAL **10. A.**

Meeting Date: 10/04/2022

From: Sara Dechter, AICP, Comprehensive Planning Manager

Information

TITLE:

Consideration and Adoption of Resolution No. 2022-48: A resolution of the Flagstaff City Council, amending the Flagstaff Regional Plan 2030 by amending Chapter X and Glossary to address Active Transportation and establishing an effective date

STAFF RECOMMENDED ACTION:

1. Hold Public Hearing
2. Read Resolution No. 2022-48 by title only
3. City Clerk reads Resolution No. 2022-48 by title only (if approved above)
4. Adopt Resolution No. 2022-48

Executive Summary:

Active Transportation Minor Regional Plan Amendment PZ-21-00129-01
A request to amend the text and maps of Chapter X Transportation and the Glossary of the Flagstaff Regional Plan 2030 to provide additional descriptions of terms used in goals, policies, and maps, and to replace Map 26 with five maps that provide more detail on the existing and planned pedestrian and bicycle systems in the City of Flagstaff.

The City of Flagstaff is requesting text and map amendments to improve the integration of active transportation in the Flagstaff Regional Plan 2030. The minor plan amendment will add more detail to Chapter X Transportation with the intent of ensuring consistent interpretation of terminology and providing more detail on the desired pedestrian and bicycle circulation system.

Financial Impact:

None

Policy Impact:

The adoption of this amendment improves alignment with active transportation projects and planning efforts by creating clearer meaning of the terminology and more detailed maps.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Regional Plan
See Section III.A of the Staff Report

Carbon Neutrality Plan
DD-2: Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
DD-3: Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.
DD-4: Transform transportation policies and planning to incorporate greenhouse gas emissions analysis and reduce dependence on driving.
EM-2: Welcome electric micro-mobility devices as legitimate, healthy, affordable, and low-carbon modes of transportation.

Has There Been Previous Council Decision on This:

None

Attachments

Res. 2022-48
Resolution Exhibits
Staff Report
Application
Goals and policies evaluated
Legal ad
Waiver Memo
Proposed Plan Amendment with Track Changes (Chapters X, XVI and Glossary)
ASLD Document
Map 26d
Map 26e
Presentation

RESOLUTION NO. 2022-48

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AMENDING THE FLAGSTAFF REGIONAL PLAN 2030 BY AMENDING CHAPTER X AND GLOSSARY TO ADDRESS ACTIVE TRANSPORTATION AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, City staff, on behalf of the Transportation and Planning and Zoning Commissions, applied for a minor plan amendment to the Flagstaff Regional Plan 2030 to modify and add text and maps that align with Council's objective improving the facilities for active transportation throughout Flagstaff; and

WHEREAS, the amendments to Chapter X and Glossary reflect updated terminology and types of facilities for active transportation; and

WHEREAS, the amendments to Chapter X and Glossary meet the findings for providing community benefits and conforming to the Flagstaff Regional Plan 2030's and other goals and policies; and

WHEREAS, staff's application and the notice and hearing process for the amendment complies with Section 11-10 of the Flagstaff City Code and Arizona Revised Statutes Section 9-461.05 and 06; and

WHEREAS, the Planning and Zoning Commission recommends the amendment after the required notice and hearing.

ENACTMENTS:

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

SECTION 1. That staff's application to amend Chapter X and Glossary of the Flagstaff Regional Plan 2030 to address active transportation as indicated in the attached Exhibits A and B is hereby approved with an effective date thirty (30) days after the resolution is adopted.

SECTION 2. The adopted and effective date, the resolution number, and description of the amendment will be added to Chapter XVI of the Flagstaff Regional Plan 2030, and the amended date on the cover page will also be changed for consistency with this amendment as indicated in the attached Exhibit C.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of October, 2022.

_____

MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
A – Chapter X of the Flagstaff Regional Plan 2030, as amended November 3, 2022
B – Glossary of the Flagstaff Regional Plan 2030, as amended November 3, 2022
C – Cover Sheet and Chapter XVI of the Flagstaff Regional Plan 2030, as amended November 3, 2022

Red Text is proposed for deletion
Blue text is proposed for addition

TRANSPORTATION

Future land use patterns and transportation systems must be closely planned together because transportation right of way is the most heavily used and experienced public space; network design influences whether an area can be urban, suburban, or rural; and because streetscapes contribute strongly to community character.

The primary goals of the regional transportation system are to:

- Improve the mobility of people and goods
- Provide choices to enhance the quality of life
- Provide infrastructure to support economic development
- Protect the natural environment and sustain public support for transportation planning efforts.

In order to meet these goals, this chapter promotes:

- Safety
- Context-sensitive solutions
- Complete streets
- The integration and connectivity of transportation systems
- Efficient system management and operation, and
- Improvements to existing inter-modal transportation systems.

This chapter addresses the everyday need to move about the community. Individual transportation modes are addressed starting with pedestrians - the smallest scale - and growing to rail and car.

Inside this Chapter:

How We Get Around	X-2
Mobility and Access	X-6
Safe and Efficient Multimodal Transportation	X-8
Environmental Considerations	X-8
Quality Design	X-9
Pedestrian Infrastructure	X-10
Bicycle Infrastructure	X-11
Transit	X-14
Roads and Corridors	X-18
Passenger Rail and Freight	X-20
Air Travel	X-20
Public Support for Transportation	X-21

Arizona Revised Statutes Section § 9-461.05.E.3 requires the circulation element of this Plan to include recommendations concerning setback requirements, street naming, and house and building numbering. These are included in various Titles of the City Code, including Title 10 (Zoning Code), the City *Engineering Design Standards and Specifications,* and Title 4 (Building Regulations).

Our Vision for the Future

In 2030, people get around to where they need to be in an efficient and safe manner, and more people ride the bus, their bikes, and walk, reducing emissions and increasing health.

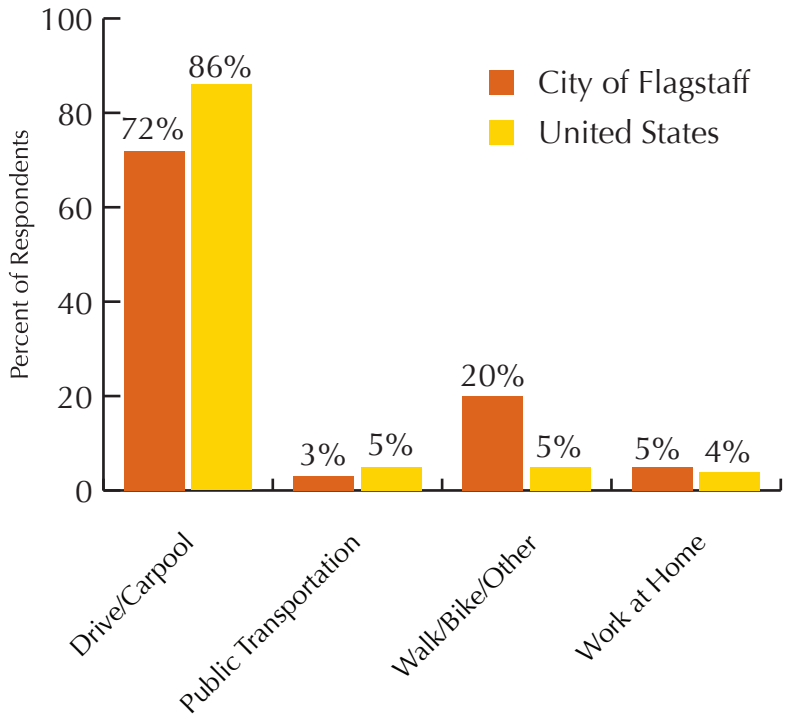
How We Get Around

Automobiles are the dominant form of transportation throughout the region, and the area is served by an extensive network of roads and streets, as illustrated on Map 25.

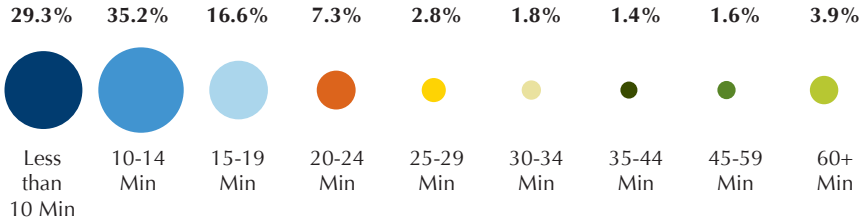
In addition to roadways, we are also nationally recognized for our walking, bicycling, and transit systems. Journey-to-work data and a local trip diary survey show our region is above national averages for using these travel modes. Nationally, survey data show that in 2011, 86 percent of workers traveled to work by car, truck, or van, while only 72 percent of workers in Flagstaff got to work this way. Conversely, 20 percent of workers in Flagstaff walked, biked, or used other means of transportation compared to only five percent nationwide.

Capitalizing on these successes is important, because within the complex relationships between transportation and land use is the simple concept that how and where we live influences how we travel. Put another way, travel choice options and investments depend on land use and community character. Local and national research indicates that neighborhoods integrating housing, shops, employment, and other uses in a compact, well-designed way can increase personal mobility while reducing vehicle congestion. Alternatively, jobs and housing located far apart, and connected only by highways or freeways, result in long commutes by car, require expensive real estate to accommodate automobiles, and inhibit or prevent use by other modes.

How We Get to Work



Journey to Work
Trip Length in City of Flagstaff



SOURCE: U.S. Census Bureau, 2011 American Community Survey 1-Year Estimates

It is critical that we manage our region's transportation supply and demand. Surveys show that average trip lengths are decreasing, saving residents time and money. Census survey data indicate that in 2011, a majority of Flagstaff's workers (nearly 65 percent) get to work in 14 minutes or less, with nearly 30 percent under ten minutes.

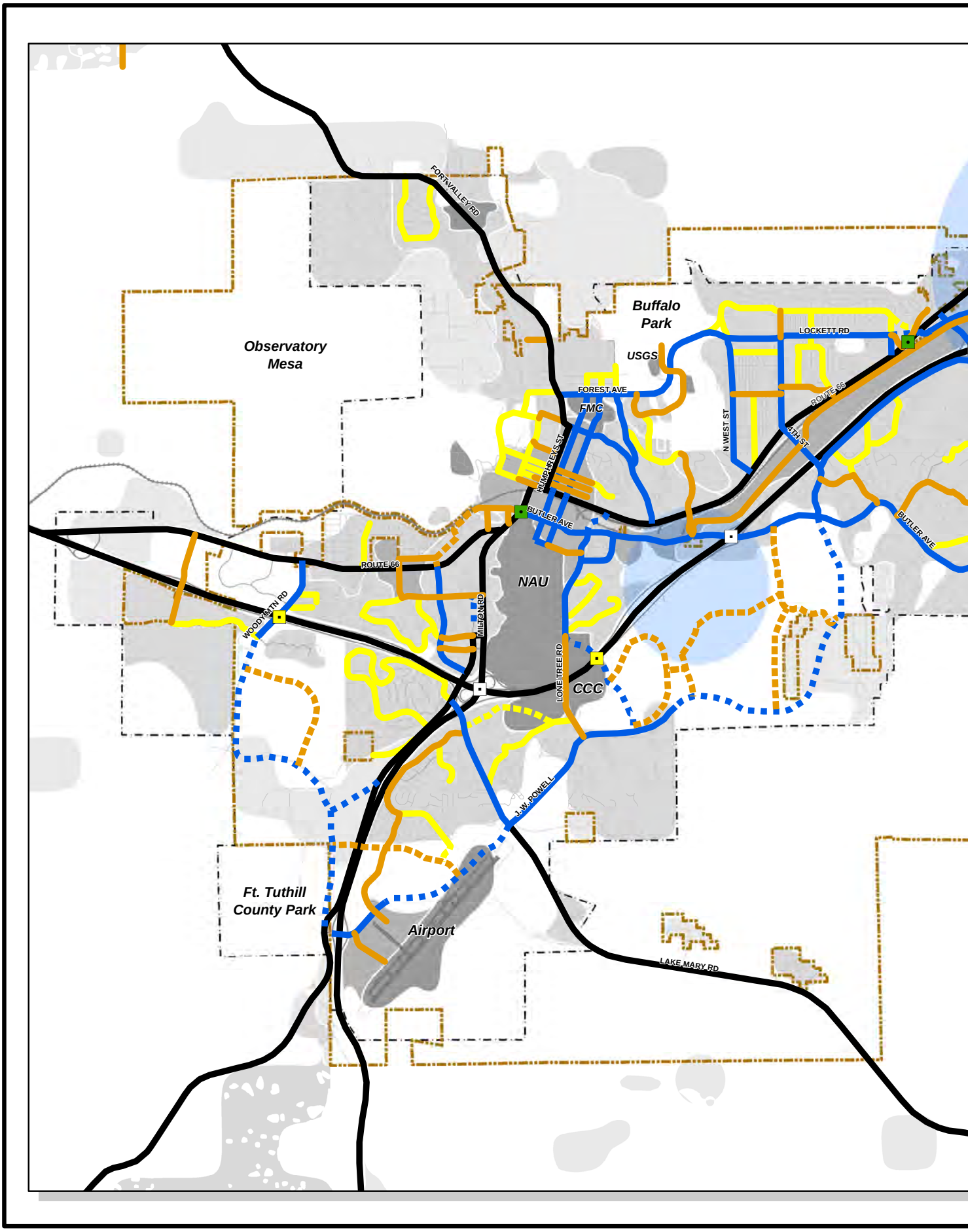
This positive trend will continue if the majority of future residential development is located near places of employment and shopping, where trips will be shorter and can be effectively served by transit or other modes. Daily vehicle trips will grow faster than population due to increases in daily travel by visitors and tourists. Flagstaff will continue to serve as the primary economic center for a growing north-central Arizona region. There will also be increases in through-traffic on the state highways, including truck traffic. These "external" trips are largely beyond regional control, impact regional infrastructure, and are not as likely to use other modes of travel.

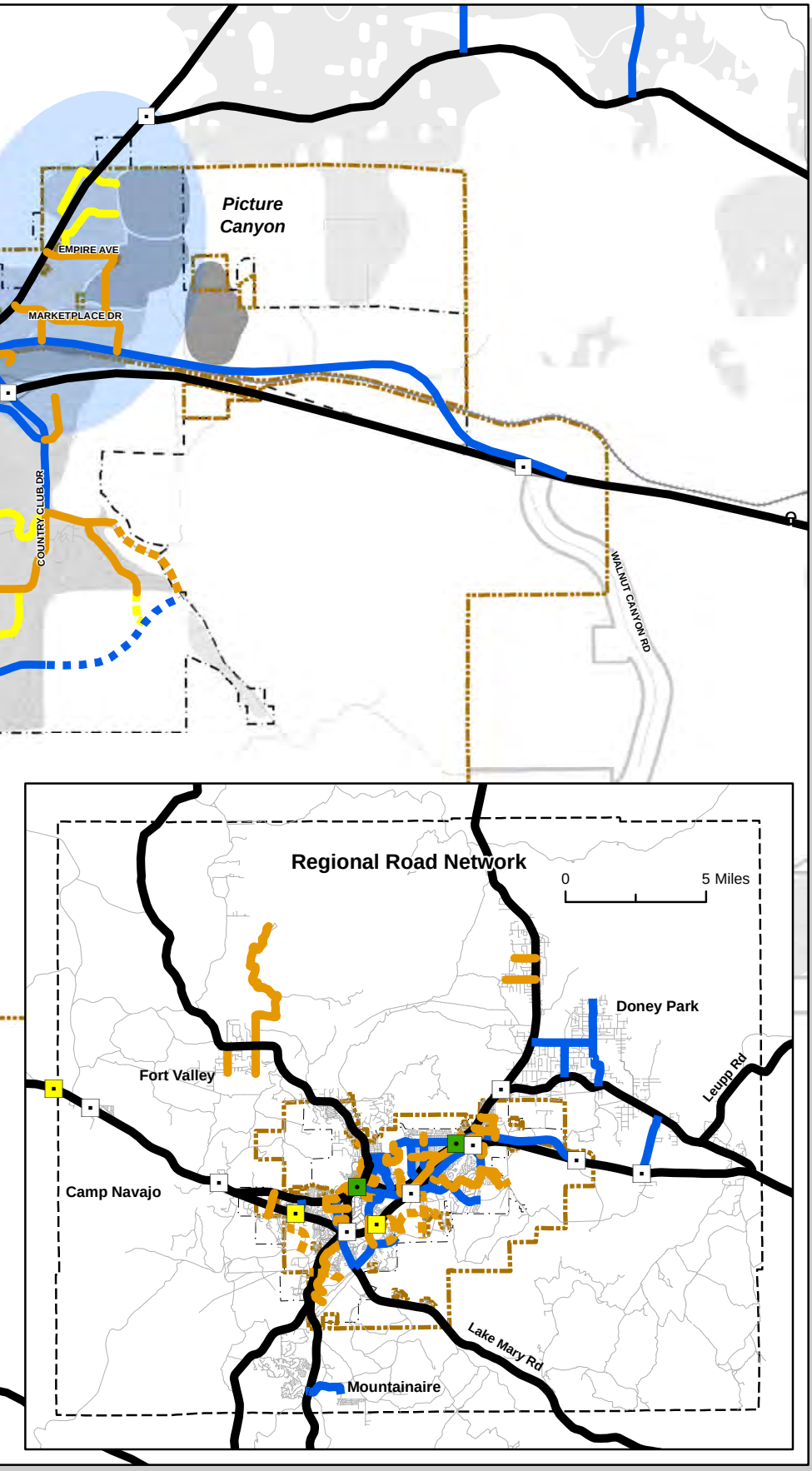
Finally, we can influence the supply of new or wider roads, better road connectivity, bicycle and pedestrian facilities, and hours of transit service. Shifting travelers from cars to transit, bicycle, and pedestrian modes improves overall system performance; there will be less traffic for those who drive cars. Providing for this shift does not present the same construction costs, constructability challenges, and long-term maintenance issues as building new roads or widening existing roads especially in light of the challenges posed by terrain, Interstates 17 and 40, the railroad, and existing development patterns. Implementing Complete Street Guidelines enables safe use by all modes and by travelers of all ages and abilities as it becomes easier to cross the street, walk to shops, bicycle to work or school, or take the bus. Participation in the community becomes more inclusive, diverse, and engaging. Analysis of the growth alternatives revealed that compact growth with a strong mix of roads, transit, bicycle and pedestrian services has the most favorable impact on overall travel time.



Illustration of a complete street

Photo credit: CompleteStreets.org


FORT VALLEY RD
Observatory Mesa
Buffalo Park
USGS
LOCKETT RD
FOREST AVE
FMC
HUMPHREYS ST
N WEST ST
ROUTE 66
66TH ST
BUTLER AVE
BUTLER AVE
ROUTE 66
NAU
WOODY MTN RD
MILTON RD
LONE TREE RD
CCC
J.W. POWELL
Ft. Tuthill County Park
Airport
LAKE MARY RD



Map 25:
ROAD NETWORK ILLUSTRATION

- **Major Improvement**
- **New Interchange**
- **Existing Interchange**

Road Corridors

Commercial Corridors

- Regional Travel
- Circulation
- Future Circulation
- Access
- Future Access

Residential Corridors

- Residential Access
- Future Residential Access

- **Identify Road Network Solutions through Future Study**
- **City of Flagstaff**
- **Urban Growth Boundary**
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As amended November 15, 2018

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS

Mobility and Access

The region's transportation system strives to improve mobility and access for people and goods by providing efficient, effective, convenient, accessible, and safe transportation options. The focus is on moving people. Economic development, community character, and environmental and health objectives will be advanced with a multi-modal system inclusive of roads and streets, transit routes, bicycle lanes, trails, and sidewalks.

Level of Service

This Plan's goals and policies for mobility and access include using the urban, suburban, and rural context to prioritize uses within the entire right-of-way (from back of sidewalk to back of sidewalk) and to set level of service standards. Whereas measures for vehicular levels of service are well established, multimodal (bicycle, pedestrian, transit) levels of service will require further research and adaptation to Flagstaff regional conditions. Each type of road or street has a use priority that is stratified based on context and expected desirability and activity level for each mode. Use the tables to decide what features to enhance and what features to moderate when right-of-way is scarce or when different uses hinder the functionality of each other. For example; on a suburban arterial, the efficient movement of automobiles (the high use priority), may not allow the space necessary to also park on the street (the low use priority).

The tables also describe relative levels of service for each mode with high (H), medium (M), and low (L) set for expectations of service. The service standards for automobiles apply to intersections and for all other modes, apply the area-place type on the Future Growth Illustration. These service levels are calibrated to the goals and policies of the area-place types. For instance, in urban activity centers, a higher level of automobile congestion is expected as a trade-off for safer and more comfortable pedestrian environment. Level of service standards in the *Engineering Design Standards and Specifications* are needed for pedestrian, bicycle, and transit operations. For the pedestrian and bicycle modes, the standards should go beyond space available on the road to include characteristics of the adjacent automobile traffic, density of the network, connectivity, system completeness, and crossings. In the case of transit, considerations of service frequency and bus stop accessibility will also be important.

MOBILITY AND ACCESS GOALS AND POLICIES

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.

Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.

Policy T.1.3. Transportation systems are consistent with the place type and needs of people.

Policy T.1.4. Provide a continuous transportation system with convenient transfer from one mode to another.

Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.

Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.

Policy T.1.8. Plan for development to provide on-site, publicly-owned transportation improvements and provide adequate parking.

URBAN	Use Priority and Level of Service (LOS)									
	Automobiles*		Transit		Bicycle		Pedestrian		Parking	
	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General
Area LOS	n/a	n/a	(H)	(M)	(H)	(H)	(H)	(H)	n/a	n/a
Arterials	M (L)	H (H)	H	H	M	M	H	M	M	M
Collectors	M (M)	M (M)	H	H	H	M	H	H	H	M
Locals	L	M	L	L	H	H	H	H	H	H

SUBURBAN	Use Priority and Level of Service (LOS)									
	Automobiles*		Transit		Bicycle		Pedestrian		Parking	
	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General
Area LOS	n/a	n/a	(H)	(M)	(H)	(M)	(H)	(M)	n/a	n/a
Arterials	H (M)	H (M)	H	H	M	M	M	M	L	L
Collectors	M (M)	M (M)	H	M	H	H	H	H	H	M
Locals	L (H)	L (H)	L	L	H	H	H	H	H	H

RURAL	Use Priority and Level of Service (LOS)									
	Automobiles*		Transit		Bicycle		Pedestrian		Parking	
	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General
Area LOS	n/a	n/a	(L)	n/a	(M)	(L)	(M)	(L)	n/a	n/a
Arterials	H (H)	H (H)	L	L	H	M	L	L	H	H
Collectors	H (H)	H (H)	n/a	n/a	H	M	M	M	M	M
Locals	M(H)	M(H)	n/a	n/a	M	M	M	M	M	M

H = High Use Priority
(H) - High LOS

M = Medium Use Priority
(M) = Medium LOS

L = Low Use Priority
(L) = Low LOS

*The H, M, and L ranking show use priority. If the (H), (M), or (L) is in parentheses and it shows a relative level of service. The LOS for the Automobile category is applied at the intersections or street level; therefore, no Area LOS applies. Area LOS for bicycle, pedestrian, and transit modes is evaluated not on a street by street basis but on an area-wide basis. (See Page X-6 for more information)

Consideration of truck traffic is included in the automobile and transit levels of service.

Safe and Efficient Multimodal Transportation

Development of a safe and efficient multimodal transportation system is a priority. Safety, real and perceived, influences mode choice and defines, in part, quality of life. Personal and societal costs due to transportation-related fatalities and injuries are real and significant. Crashes, even fender-benders, contribute significantly to congestion. Strategies, from engineering to education, are needed to improve safety. Efficiencies can be gained in many ways. While this Plan recognizes that private automobiles likely will be the primary mode of trips in the foreseeable future, the percentage of work trips made by single-occupancy vehicles can be reduced through facility improvements and incentive programs that will increase the share of trips using public transit, car and van pools, bicycles, and walking. Increased high-speed internet capacity will also allow for telecommuting and home-based businesses, thus reducing road congestion. Efforts will continue to minimize the duration and severity of peak hour traffic congestion.

The US 180 corridor is unique because the goals of meeting safety and efficiency are complicated by a topographically constrained corridor and heavy weekend traffic during the winter. Therefore, the management of US 180 through cooperative efforts between transportation providers, land use planners, law enforcement departments, and resource management agencies will be necessary. Activities need to include monitoring, operational improvements, public information campaigns, and long-term capital planning which would initially focus on resolving issues within the limits of the existing corridor.

SAFE AND EFFICIENT MULTIMODAL TRANSPORTATION GOALS AND POLICIES

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.

Policy T.2.2. Consider new technologies in new and retrofitted transportation infrastructure.

Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including the young, elderly, mobility impaired, pedestrians, and bicyclists.

Note: Mobility-impaired includes hearing and sight-impaired persons.

Policy T.2.4. Consider dedicated transit ways where appropriate.

Policy T.2.5. Continue to seek means to improve emergency service access, relieve and manage peak hour congestion, and expand multi-modal options in the US 180 corridor.

Environmental Considerations

The Flagstaff regional transportation system should enhance the character of our community and lessen our impact on our natural surroundings. Whether trekking or trucking, transportation can define how we interact with our environment - our ability to see it, access it, use it, and protect it. Transportation defines space in our built environment. In our natural environment, transportation communicates how we respect the land. Our choice of transportation affects our air and water.

ENVIRONMENTAL CONSIDERATIONS GOALS AND POLICIES

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.

Policy T.3.1. Design and assess transportation improvement plans, projects, and strategies to minimize negative impacts on air quality and maintain the region's current air quality.

Policy T.3.2. Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.

Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.

Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.

Policy T.3.5. Design transportation infrastructure that implements ecosystem-based design strategies to manage stormwater and minimize adverse environmental impacts.

Policy T.3.6. Seek to minimize the noise, vibration, dust, and light impacts of transportation projects on nearby land uses.

Policy T.3.7. Design transportation infrastructure to mitigate negative impacts on plants, animals, their habitats, and linkages between them.

Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.

Quality Design

The Flagstaff region will pursue quality transportation system design to positively affect our development patterns, physical character, and economic viability. A well-designed street is a joy to travel whether on foot or behind the wheel of a car. Whether road signs or street trees, medians or traffic lights, designers and engineers have a full set of tools to deliver safe, efficient, and enjoyable travel options. Engineering and design standards can be set for all modes appropriate to their urban, suburban, and rural setting. This will achieve expected levels of service and contextual design respectful of the region's unique environmental and cultural heritage, landscape, and viewsheds.

Basic Principles of a Context Sensitive Process

- Design for all road users
- Emphasis on mobility for people and goods
- Legible design
- Equitable streets
- Streets as community places
- Early, continuous involvement of local stakeholders

Context Sensitive Solutions

Context sensitive solutions, or CSS, describes an approach to street design that considers the environment in which the street is located. This means that streets should look and function differently based on where they are located. For example, pedestrian facilities on a downtown street should be more robust than a sidewalk in an industrial area. Likewise, an arterial street through a neighborhood should function differently than a road through a rural area or a bus route. Freight movement, parking, community character, and land uses in the surrounding area can all influence the context for transportation infrastructure. A successful CSS approach must be collaborative, include multiple stakeholders, encourage flexibility in design, avoid one-size-fits-all solutions, and consider community objectives beyond the movement of vehicles.

Complete Streets

A complete streets policy sets a standard that all streets should be designed, operated, and maintained to enable safe access for all users, including pedestrians, bicyclists, drivers, and transit riders of all ages and abilities. A meaningful complete streets policy involves more than just sidewalks, bike lanes, and bus stops; it means that:

- Streets always provide accommodation for all users, even in temporary or interim conditions, as the default.
- Facilities for walking and bicycling are not just present, but functional, comfortable and safe.
- Operation, maintenance, and snow removal accounts for all users, including pedestrians and bicyclists.

The 6 E's of Walking and Bicycling

Planning for walking and biking has traditionally been based around six E's – Engineering, Education, Enforcement, Encouragement, Equity, and Evaluation – that make up a well-rounded, comprehensive approach to pedestrian and bicycle accommodation. Most of the City's efforts have focused on walking and biking infrastructure, which is included in Engineering. However, there is an opportunity and a need to initiate walking and biking programs to better address the other E's as part of a more comprehensive strategy.

QUALITY DESIGN GOALS AND POLICIES

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

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.

Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

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.

Planning for Long Term Maintenance

Maintaining transportation facilities is just as important as building them. Potholes in streets, cracked streets and sidewalks, faded bike lane markings, and eroded FUTS trails discourage their use and can create safety hazards. However, resources needed for maintenance often compete with many other municipal needs, and it can be challenging to make an effective case to decision makers when asking for additional maintenance resources. The first line of defense is to build facilities that are more sustainable and require less on-going maintenance by design. This means that maintenance considerations should be addressed during design, and that individuals or departments who are responsible for maintenance should be part of the design process. Other ways to help manage maintenance obligations include setting priorities so the most important facilities and concerns are addressed first, keeping up-to-date inventories of facilities and conditions, and reviewing maintenance practices for opportunities to find efficiencies and incorporate current
methods.

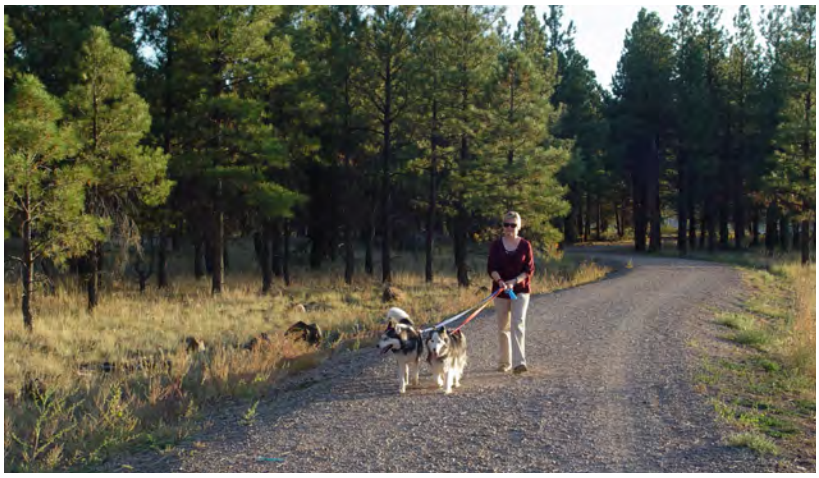






Photo credits: City of Flagstaff

Ten elements of a complete streets policy

1. Vision and intent. Includes an equitable vision for how and why the community wants to complete its streets. Specifies the need to create a complete, connected, network and specifies at least four modes, two of which must be biking or walking.
2. Diverse users. Benefits all users equitably, particularly vulnerable users and the most underinvested and underserved communities.
3. Commitment in all projects and phases. Applies to new, retrofit/reconstruction, maintenance, and ongoing projects.
4. Clear, accountable expectations. Makes any exceptions specific and sets a clear procedure that requires high-level approval and public notice prior to exceptions being granted.
5. Jurisdiction. Requires interagency coordination between government departments and partner agencies on Complete Streets.
6. Design. Directs the use of the latest and best design criteria and guidelines and sets a time frame for their implementation.
7. Land use and context sensitivity. Considers the surrounding community's current and expected land use and transportation needs.
8. Performance measures. Establishes performance standards that are specific, equitable, and available to the public.
9. Project selection criteria. Provides specific criteria to encourage funding prioritization for Complete Streets implementation.
10. Implementation steps. Includes specific next steps for implementation of the policy.

Pedestrian Infrastructure

57% of residents do not believe that motorists should be given priority over pedestrians and cyclists when planning.
– 2010 Community Values Survey

~~Virtually everyone begins and ends each trip as a pedestrian, so making the region walkable makes sense. It is important to our personal and community health. The economy depends on it – most purchases occur on foot. It is the intent of the region to make walking safe, convenient, and comfortable and for more of us, the mode of choice.~~

Walking is the most enduring and universal mode of transport. In Flagstaff, walking is the most robust of the active modes; the percentage of trips in Flagstaff made by walking is significantly higher than for bicycling or transit. Additionally, the percentage of Flagstaff residents who walk to work far exceeds state and national averages and places us in the upper echelon of our peer communities. According to the most recent Trip Diary Survey, one in five respondents (22 percent) made at least one walking trip of at least 600 feet during the 24-hour survey period. In the central part of the City, which includes Downtown, the Southside, and the NAU campus, one-third (33.6 percent) of respondents made at least one walking trip.

Walkability is highly dependent on land use and urban form in addition to complete and comfortable facilities. Because trips are short, walking requires proximity and is supported by density, mixed-use, and compact form. Walkability is also responsive to good urban design; attractive and engaging places are appealing to pedestrians.

Sidewalks

Sidewalks are a basic facility for walking and a fundamental component of a city-wide pedestrian network. City standards, as well as best practices, dictate that sidewalks should be located along both sides of all streets to accommodate pedestrians. Flagstaff has just over 300 miles of sidewalks along public streets, but only about half of Flagstaff's public streets (53 percent) have sidewalks along both sides of the street. Almost a third of public streets (29 percent) have no sidewalks at all. Parkways or furnishing strips, which form a buffer from traffic for pedestrians, are not present on approximately 64 percent of sidewalks.

Crossings and Intersections

The ability to cross a street is as important to the pedestrian and bicycle network as being able to walk or bike along it. There are 10 flashing beacon crossings and 21 existing grade-separated crossings in Flagstaff, including 10 bridges or tunnels that are exclusively for the use of pedestrians and bicyclists. More than 30 percent of major street intersections have limited or inaccessible pedestrian crossings. There are numerous street corridors in Flagstaff that are uncomfortable to cross due to the speed and volume of traffic and the width of the street. The presence of two interstates and the railroad through Flagstaff create significant breaks in pedestrian and bicycle networks. Grade-separated crossings refer to structures that convey pedestrians and bicyclists over or under interstates, railroad tracks, and major roads. Structures can include bridges and tunnels for the exclusive use of pedestrians and bicyclists, as well as street underpasses and overpasses that include facilities for walking and biking. Grade-separated crossings can add significant value to the walking and biking environment by providing access across features that otherwise create barriers in walking and biking networks. Enhanced crossings are those that include any features that help slow traffic, shorten crossing distances, break crossings into parts, increase visibility, or in general make the crossing safer and more comfortable. Enhancements can be used at any crossing location; however they are most beneficial at mid-block and uncontrolled crossings. Combinations of enhanced crossing treatments are most effective and can improve pedestrian crossings on high volume, high speed roadways. Typical treatments include median refuge islands, advanced yield lines, curb extensions, landscape features, pedestrian activated flashing beacons, advance warning signing, and pedestrian-scaled lighting.

Universal Design and Accessibility

Universal design has several guiding principles: Equitable use, Flexibility in use, Simple and intuitive, Perceptible information, Tolerance for error, Low physical effort, and Size and space for approach and uses. Incorporating principles of universal design makes our transportation system, and especially walking and biking facilities, accessible to all people, regardless of age, ability, or situation without the need for special adaptation. Universal design benefits all users of the transportation system, especially children, elderly individuals, people with mobility challenges, those with temporary conditions such as a broken leg or sprained ankle, and parents with strollers. Accessible facilities and universal design also directly support people with disabilities. In Flagstaff, American Community Survey statistics indicate that one out of every 11 residents have some form of disability.

Electric and micromobility devices

Micro-mobility technology is a rapidly evolving category of light-weight individual transportation devices, including electric scooters, e-bikes, electric skateboards, hoverboards, and other personal mobility devices. Electric micro-mobility devices are more efficient, affordable, and accessible than cars, and they represent a low-carbon mode of transportation to replace cars for daily vehicle trips, including commuting and daily errands. These devices provide an exciting opportunity to revolutionize transportation, reducing common barriers to active transportation, broadening the range of people who can participate and reducing car dependency.

Electric micro-mobility devices are already present in our community, and in the coming years they will become more popular as technology advances and a variety of new, electric-powered micro-mobility devices are introduced. The City's challenge will be to encourage the potential mobility benefits of these devices without creating conflicts with pedestrians and bicyclists. There is typically an expectation that new devices will compete for the same space – sidewalks, bike lanes, and FUTS trails – that in many cases is already insufficient for pedestrians and bicyclists. However, as use of these devices expands it suggests a reduction in motor vehicle use, and a reallocation of roadway space currently given to motor vehicles may be needed.

Flagstaff Urban Trails System (FUTS)

The Flagstaff Urban Trails System (FUTS, ~~say~~ prounounced like "foots") is a City-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation ~~(refer to Map 26).~~ At present there are just over 5~~0~~8 miles of FUTS trails in Flagstaff. The overall master plan shows about 80 miles of future trails, to complete a planned system of 130 miles. About half of the miles of existing trails are paved, either in concrete or asphalt, while the other half consist of a hard-packed, aggregate surface. FUTS trails are generally 8 or 10 feet wide.

FUTS trails offer an incredibly diverse range of experiences; some trails are located along busy streets, while others traverse beautiful natural places - canyons, riparian areas, grasslands, meadows, and forests - all within the urban area of Flagstaff. The system connects neighborhoods, shopping, places of employment, schools, parks, open space, and the surrounding National Forest, and allows users to combine their transportation needs with recreation, and contact with nature.

~~With a few exceptions, FUTS trails are operated and maintained by the City of Flagstaff.~~ The FUTS system is a critical component of Flagstaff's pedestrian and bicycle networks. FUTS trails that are located along busy streets provide a comfortable alternative to the street, while FUTS that pass through natural areas offer an enjoyable experience for walking and biking and often serve as a shortcut to the street system.

Regional Open Space Access

Regional Open Space or Forest access describes locations around the perimeter of Flagstaff where access to regional open space and the surrounding national forest. There are dozens of locations around Flagstaff that are currently used for access, but few of these include formal trail improvements or have legal rights-of-access. Planning for these locations will help protect and enhance access to the forest regional open space. Locations within the City of Flagstaff are identified on Map 26e.

PEDESTRIAN INFRASTRUCTURE GOALS AND POLICIES

Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.

Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.

Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Bicycle Infrastructure

Our region enjoys a well-deserved reputation as a great place for bicycling. ~~Bicycles are an excellent choice for trips of less than three miles which, depending on one's location, can deliver you to the doorstep of most services and businesses in the City. The FUTS and growing miles of bike lanes allow for even longer trips. The region will continue to invest in on-road and trail facilities for bicyclists and will seek to improve the on-site experience by encouraging employers and business to support better parking, changing rooms, and other facilities. In Davis, California 19 percent of employees bike to work. Flagstaff is holding steady between five and six percent and working to achieve gains.~~ Bicycling as a travel mode presents one of Flagstaff's best opportunities for reducing vehicle trips and increasing the share of trips made by active modes. Bicycles make it possible to travel longer distances, and to carry some cargo as well. Flagstaff's compact size means that most of Flagstaff is contained within a bikeable area, so in theory, most in-town trips could potentially be converted to bicycle trips. In Flagstaff the average trip is a little over four miles in length, and almost 60 percent of all trips are less than five miles in length. This distance is eminently bikeable, provided we can make it comfortable for the average person.

Biking is also a big part of Flagstaff's culture and identity. Flagstaff is becoming a world-class destination for mountain biking, with more than 300 miles of recreational single-track trails in close proximity. Flagstaff also hosts numerous bicycle themed events throughout the year.

There are 97 miles of designated bike lanes in Flagstaff, and another 34 miles of usable shoulders. Bike lanes or shoulders are present on 71 percent of major streets, but there are several major road segments lack bike lanes altogether, including Milton Road, Woodlands Village Boulevard, and Humphreys Street. Many other streets are missing bike lanes for short stretches or at specific locations. In total there are 70 miles of missing bike lanes on major streets. Additionally, bike lanes often end before intersections; a total of 61 major intersections are missing bike lanes on one or more of the approaches to the intersection.

Bikeways

Historically, Flagstaff has accommodated bicyclists with conventional bike lanes on collector and arterial streets, as well as paved FUTS trails along some streets. The bikeways plan introduces a more robust network that include the following features:

- Designed to be low stress and comfortable. A low stress bikeways network is one where most people will feel safe and Comfortable riding a bicycle, regardless of their aptitude. For most people, riding in traffic or on busy streets is a primary source of stress. Consequently, providing an appropriate level of separation from traffic is key to a low stress bikeway network. For streets with moderate volumes and speeds, conventional bike lanes provide dedicated space for bicyclists out of the vehicular travel lane. On streets with high volumes and speeds, bike lanes alone may not be sufficient for most cyclists to feel comfortable, and separated bike lanes, cycletracks, or parallel FUTS trails should be considered. Low stress bikeways appeal to a much broader segment of the population, and as a result, make bicycling more viable as a transportation option.

- Establishes a hierarchy. Bikeways are divided into a hierarchy of four bikeway classes, with primary and secondary bikeways serving as the backbone system of main routes for crosstown and regional bicycle travel. The hierarchy organizes the bikeways system and makes it easier to navigate. The hierarchy also helps guide policies and practices for bikeways; primary and secondary routes are more likely to include separated or higher-level facilities and are considered priority routes for maintenance, snow clearing, sweeping, and closures or detours.

- Includes a variety of facilities. The planned bikeways network is comprised of a variety of facilities, which are categorized based on the extent of separation from traffic and include shared streets like bike routes and bike boulevards, dedicated on-street facilities like bike lanes, and separated facilities such as separated bike lanes, cycletracks, and FUTS trails. The network also includes a variety of intersection and crossing treatments.

- Is comprehensive and cohesive. The plan describes a bikeways system that is comprehensive and cohesive, so anyone can travel conveniently and easily by bicycle to destinations and neighborhoods throughout the community. Routes are designated by number and name to help aid navigation, and a system of wayfinding and directional signs help to pull the system together.

Flagstaff Trails Initiative and the Regional Trails Strategy

The Flagstaff Trails Initiative (FTI) (flagstafftrailsinitiative.org) is a non-profit trail advocacy group that seeks to improve the quality, connectivity and community support for a sustainable trail system in and around Flagstaff. FTI was launched in 2017 as a coordinated, multi-agency effort to prepare a formal, comprehensive recreational trails plan for the region. A planning process was conducted over the next few years, with extensive community involvement and technical assistance through the National Park Service's Rivers, Trails, and Conservation Assistance (RTCA) program. The process was led by the four main trail-managing agencies in the region: the City of Flagstaff, Coconino County, USDA Forest Service, and the National Park Service, and supported by a variety of trail user and advocacy groups, such as Flagstaff Biking Organization, Coconino Trail Riders, R2R Hiking Club, the Coconino Horseman's Alliance, the Sierra Club, and the American Conservation Experience.

The planning process culminated in 2020 with creation of the Flagstaff Regional Trails Strategy. The strategy also identifies almost 100 prioritized recommendations for new trails, realignment of existing trails, connections between trails, adoption or restoration of unauthorized trails, and new or improved trailheads. To advance implementation of the strategy, the four trail-managing agencies signed on to a memorandum of understanding to continue cooperative planning and management of the region's trail system, and FTI was incorporated as a formal advocacy organization.



Photo by: Ben Hicks

Arizona National Scenic Trail

The Arizona Trail is an 800-mile non-motorized trail traversing the diverse landscapes of Arizona from Mexico to Utah. Two segments of the Arizona Trail travel through the Flagstaff area: the main route passes through the center of Flagstaff north-south on FUTS trails, while a second route, referred to as the equestrian bypass, skirts around the east side of town. The Arizona Trail Association was formed in 1994 as a volunteer organization to help build, maintain, promote, protect, and sustain the Arizona Trail. The trail was designated a National Scenic Trail in 2009; one of only 11 trails so designated in the United States.

Flagstaff Loop Trail

The Flagstaff Loop Trail is a 45-mile non-motorized trail around Flagstaff that is intended to provide an exceptional recreational experience close to the urban fringe. Singletrack trails comprise most of the loop, although FUTS trails are used in several locations. The concept is that of a wheel encircling Flagstaff, with FUTS and other trails serving as spokes to provide access from the community, and the loop in turn giving access to the network of singletrack trails and regional open space. The Loop Trail has been planned as a cooperative project between the Coconino National Forest, Coconino County, and the City of Flagstaff. Local advocacy groups, most notably Flagstaff Biking Organization, have also provided extensive volunteer support.

BICYCLE INFRASTRUCTURE GOALS AND POLICIES

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

Policy T.6.1. Expand recognition of bicycling as a legitimate and beneficial form of transportation.

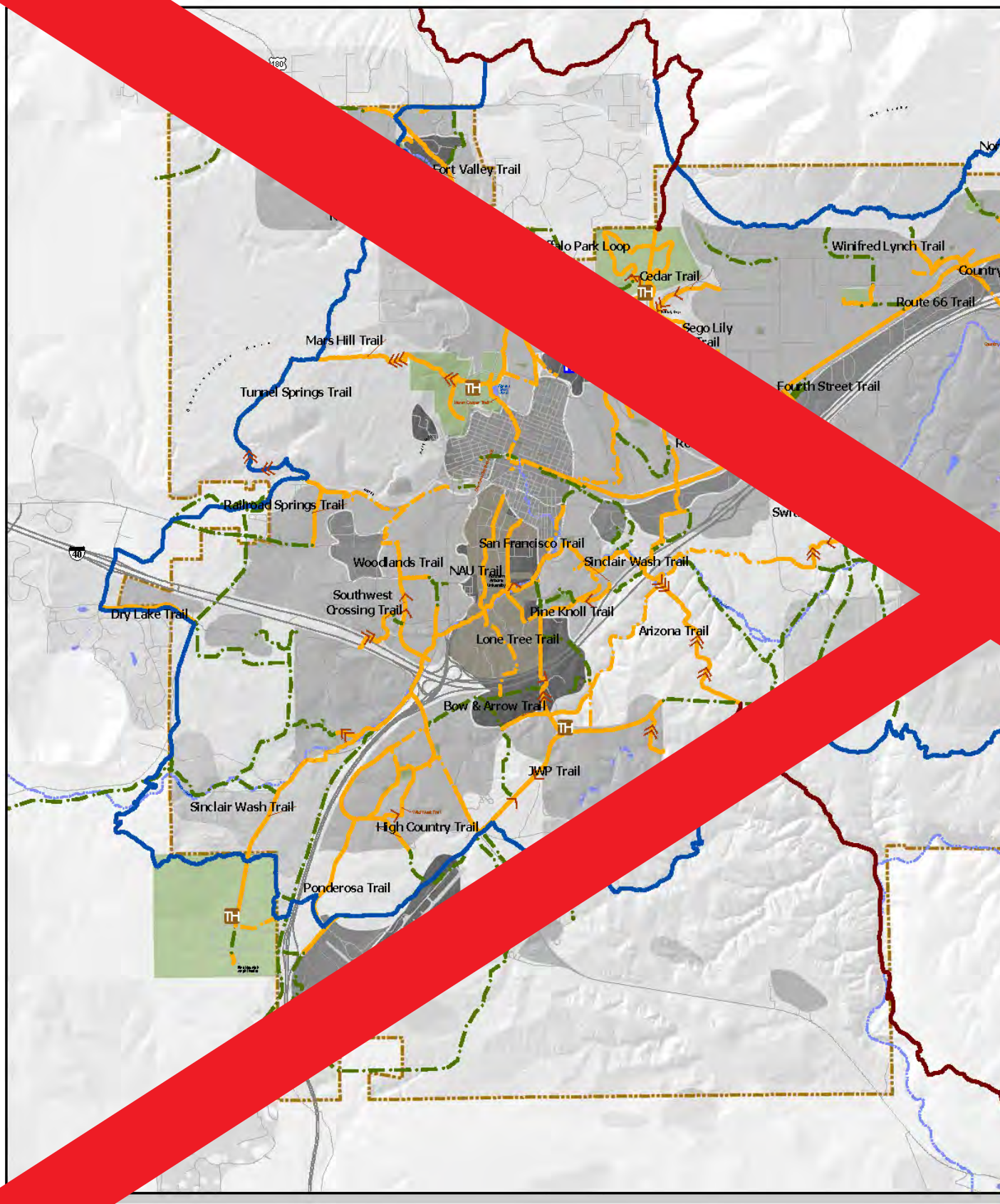
Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

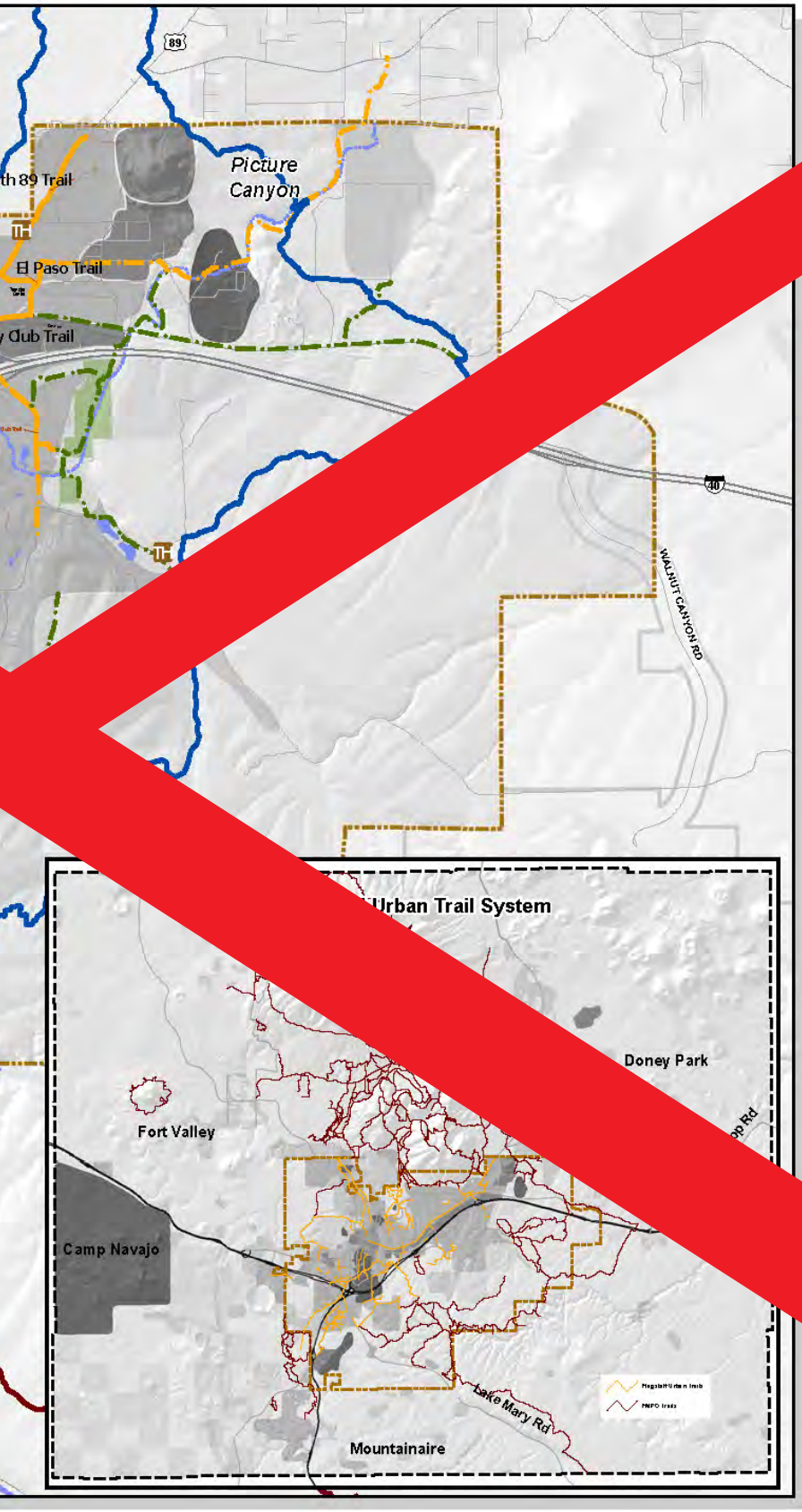
Policy T.6.3. Educate bicyclists and motorists about bicyclist safety through education programs, enforcement, and detailed crash analyses.

Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.

Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.

Policy T.6.6. Integrate policies to increase bicycling and meet the needs of bicyclists into all relevant plans, policies, studies, strategies, and regulations.


Fort Valley Trail
Winifred Lynch Trail
Cedar Trail
Route 66 Trail
Sego Lily
Mars Hill Trail
Tunnel Springs Trail
Fourth Street Trail
Railroad Springs Trail
San Francisco Trail
Woodlands Trail
NAU Trail
Sinclair Wash Trail
Southwest
Crossing Trail
Dry Lake Trail
Pine Knoll Trail
Arizona Trail
Lone Tree Trail
Bow & Arrow Trail
JWP Trail
Sinclair Wash Trail
High Country Trail
Ponderosa Trail



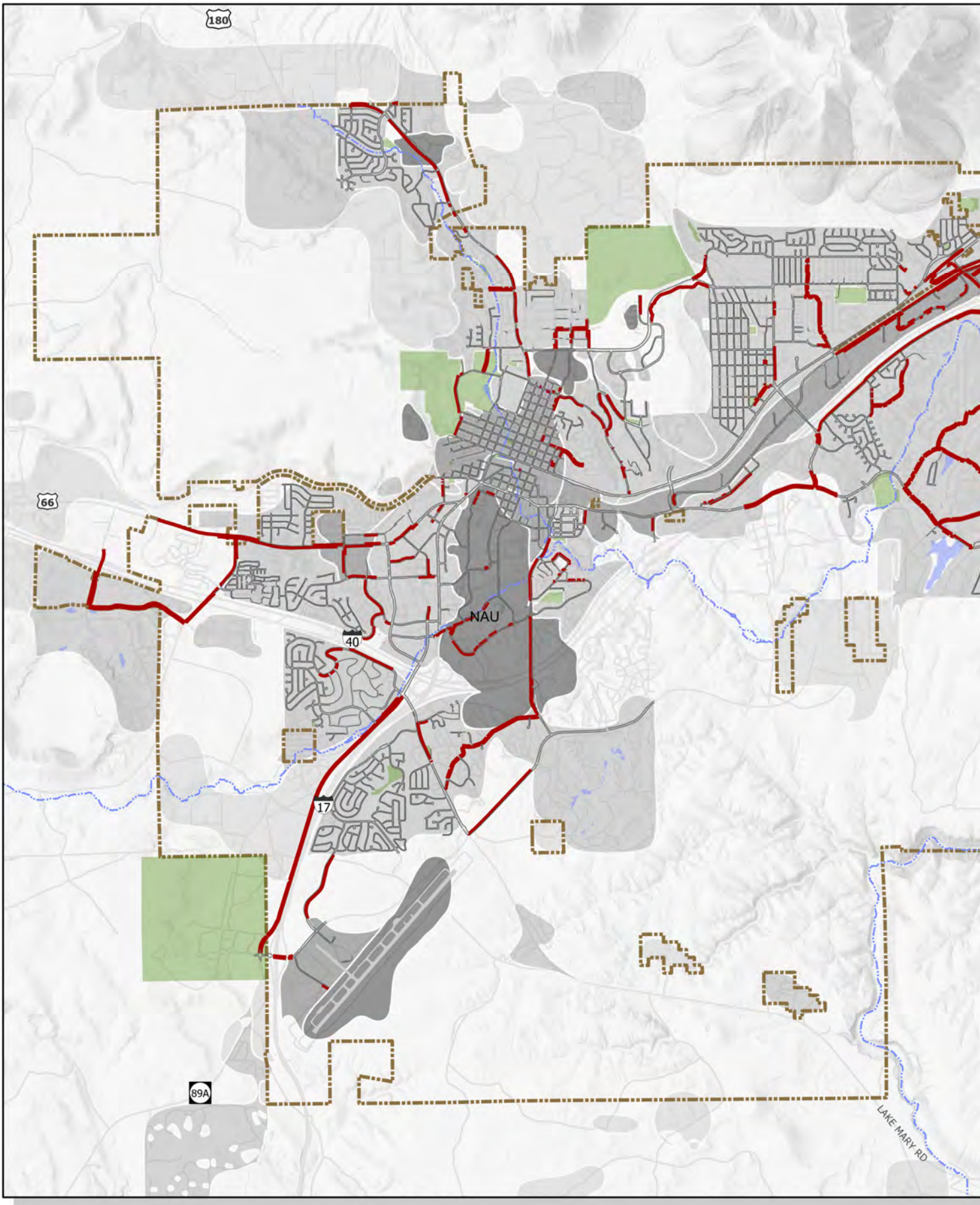
Map 26:
FLAGSTAFF [illegible]
SYSTEM

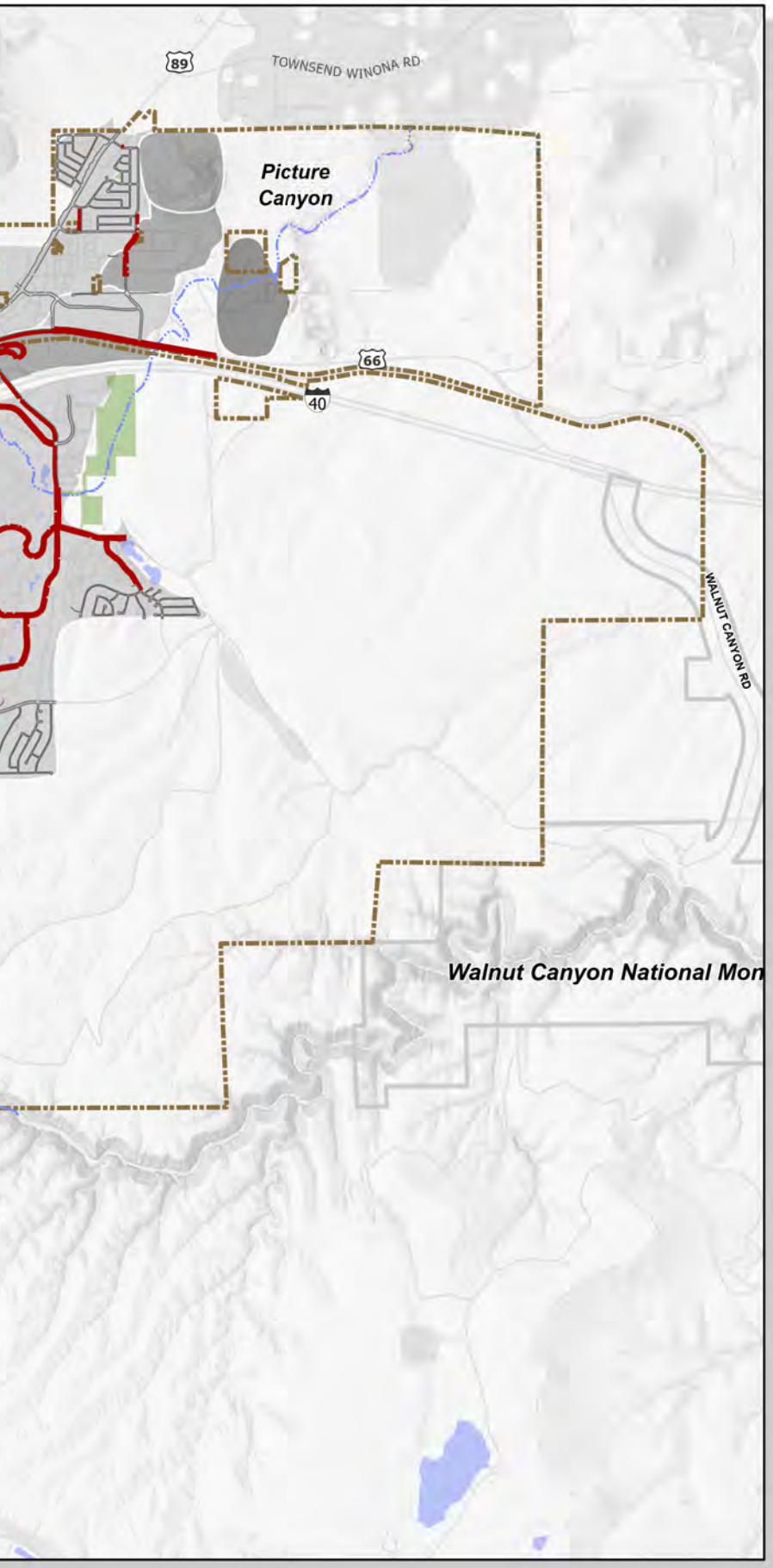
- [illegible]neads
- Moderate hill (arrows point uphill)
- Steep hill
- Very steep hill
- Arizona Trail
- Loop Trail
- FUTS, Existing
- FUTS, Planned
- FUTS, Proposed
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

NORTH

1 1.5 2

FLAGSTAFF [illegible]
VISION 2030: PL[illegible]


180
66
NAU
40
17
89A
LAKE MARY RD



Map 26a:

EXISTING AND MISSING SIDEWALKS ON PUBLIC STREETS

- Missing Sidewalks on Major Streets
- Existing Sidewalks
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

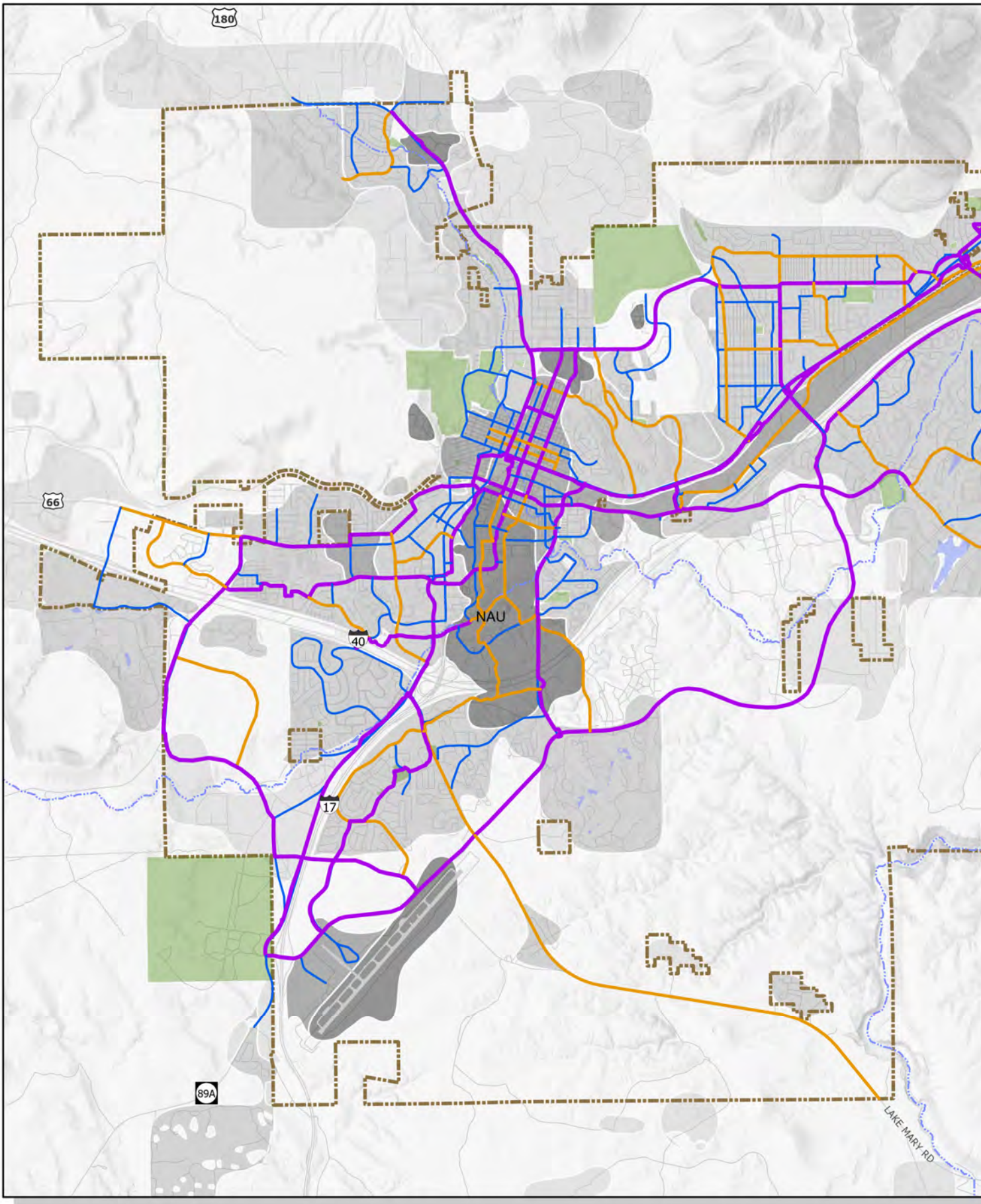
As Amended November 3, 2022

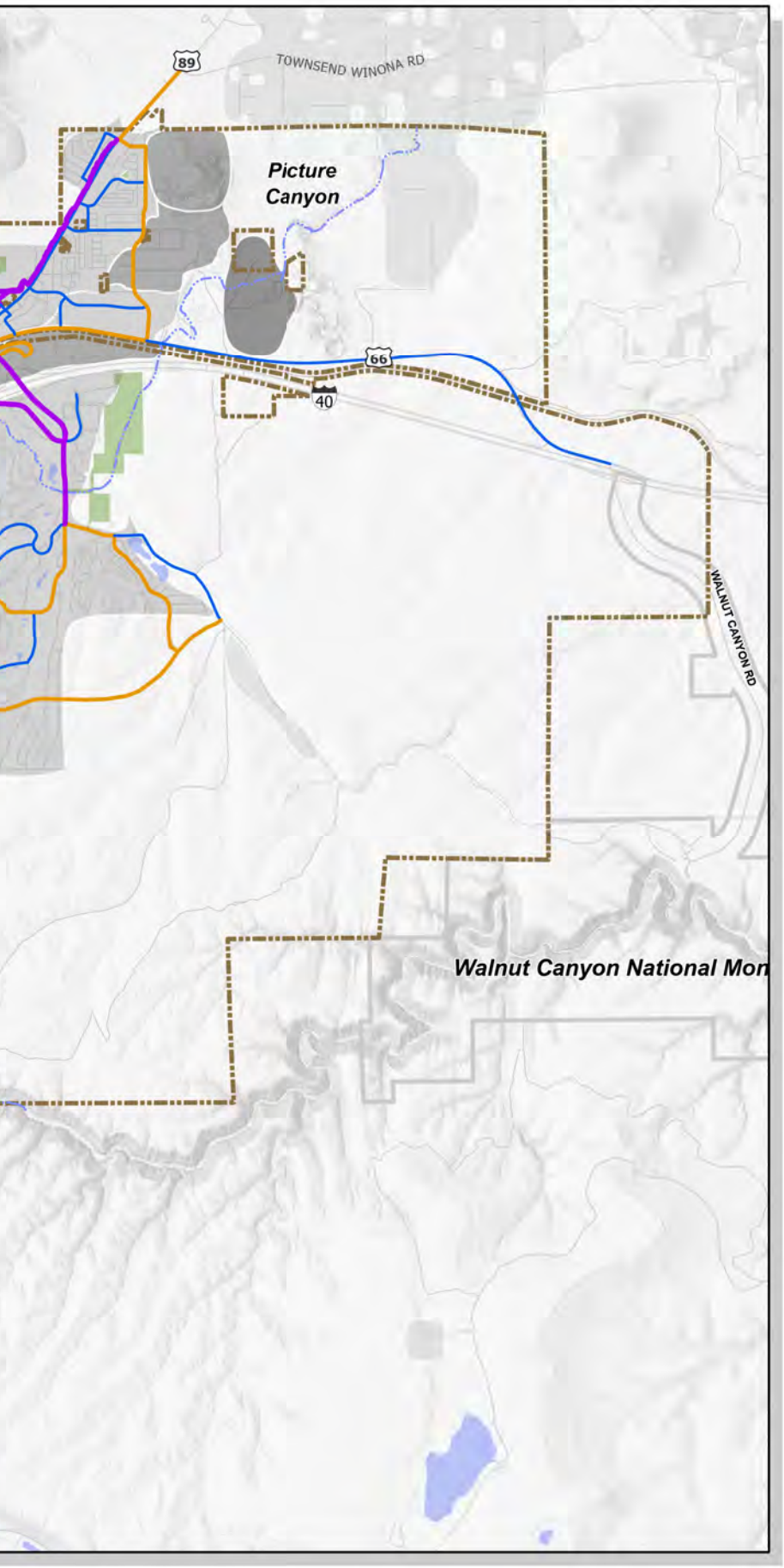
Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2
Miles

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS


180
66
NAU
40
17
89A
LAKE MARY RD



Map 26b:

PLANNED BIKEWAYS BY CLASS

Planned Bikeways

- 1 Primary
- 2 Secondary
- 3 Tertiary
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

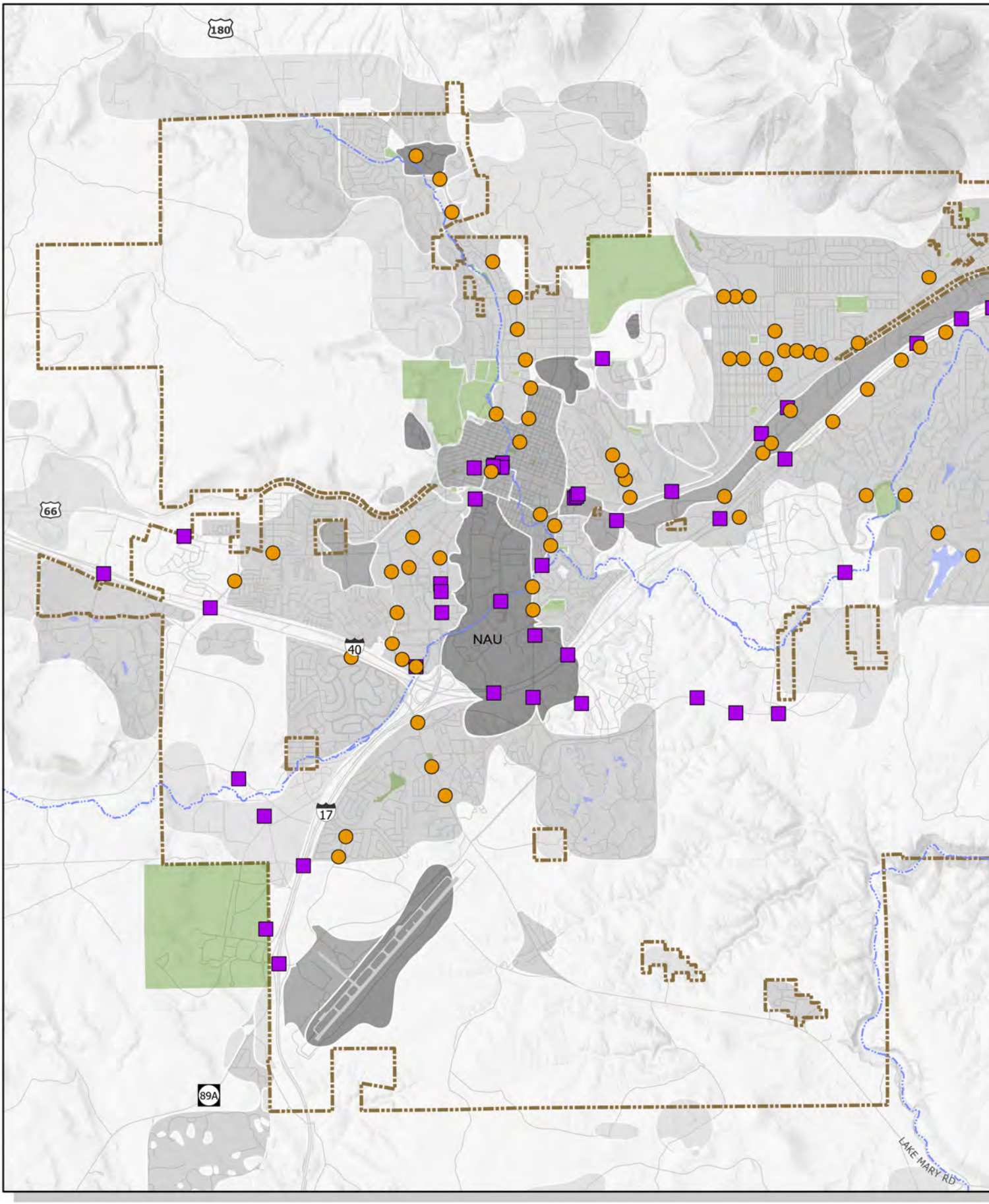
Please see www.flagstaffmatters.com for an interactive GIS map.

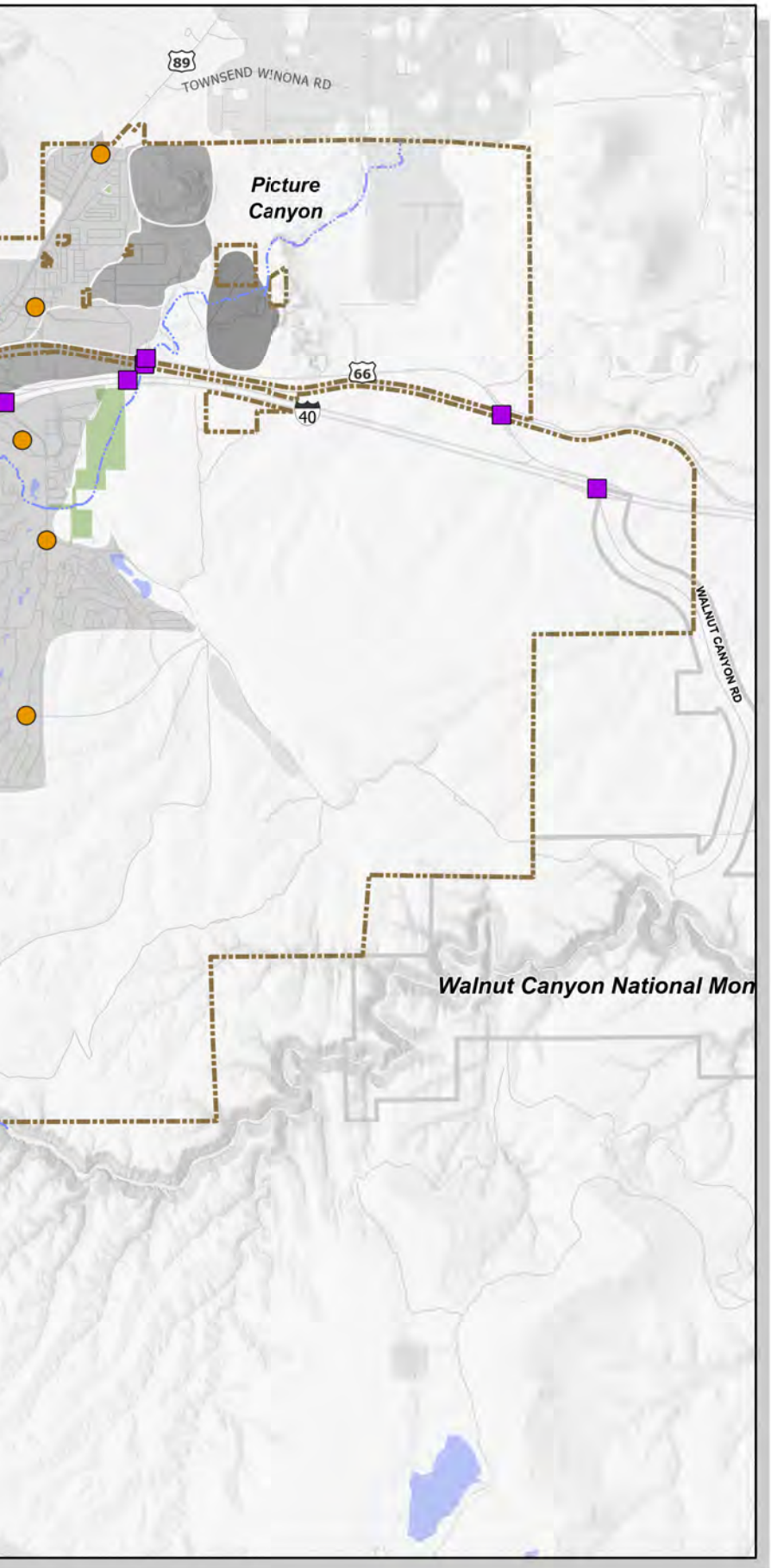
NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS


180
66
40
17
89A
NAU
LAKE MARY RD



Map 26c:

ENHANCED AND GRADE-SEPERATED CROSSINGS

- Enhanced crossings | planned
- Separated crossings | planned
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

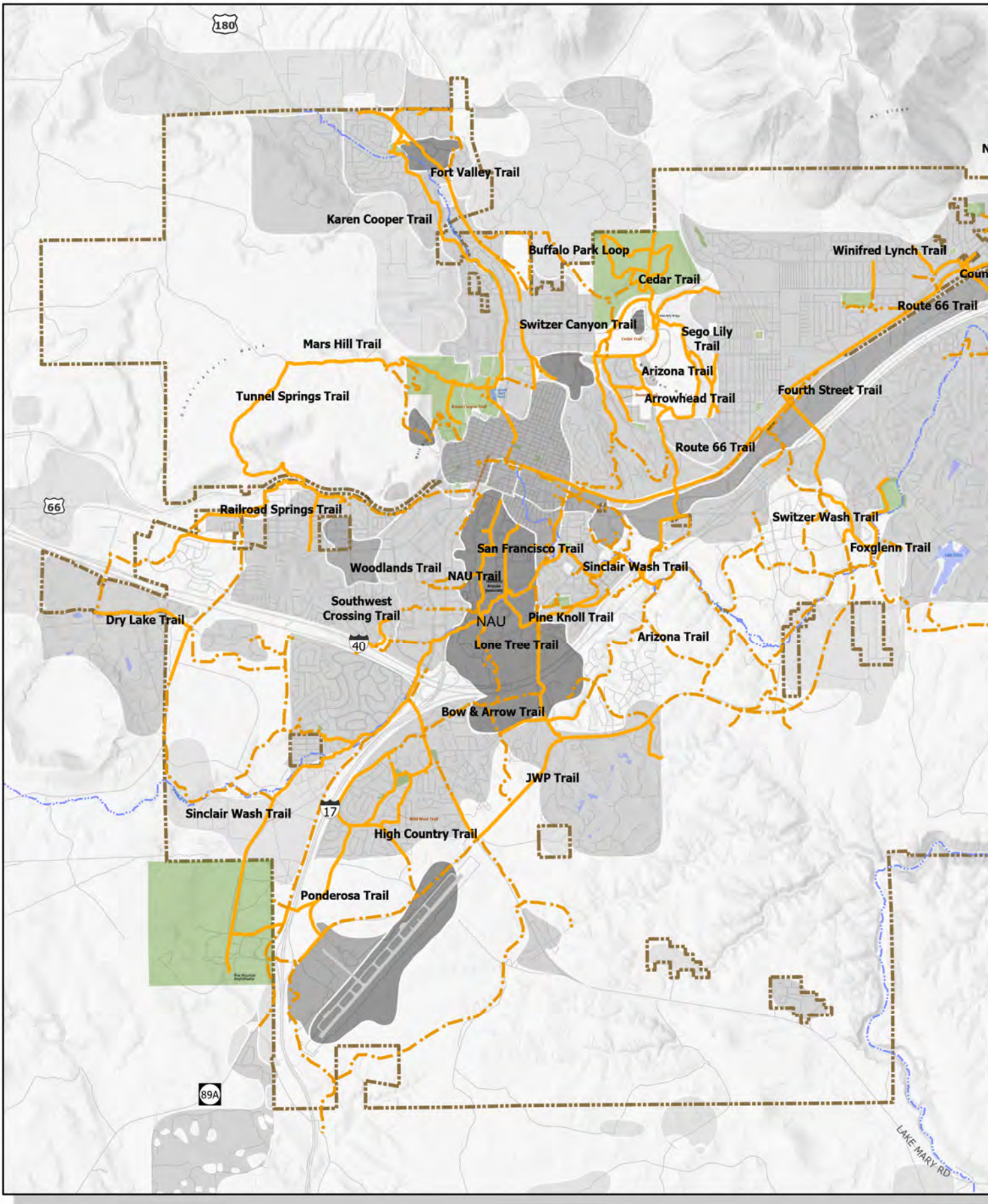
As Amended November 3, 2022

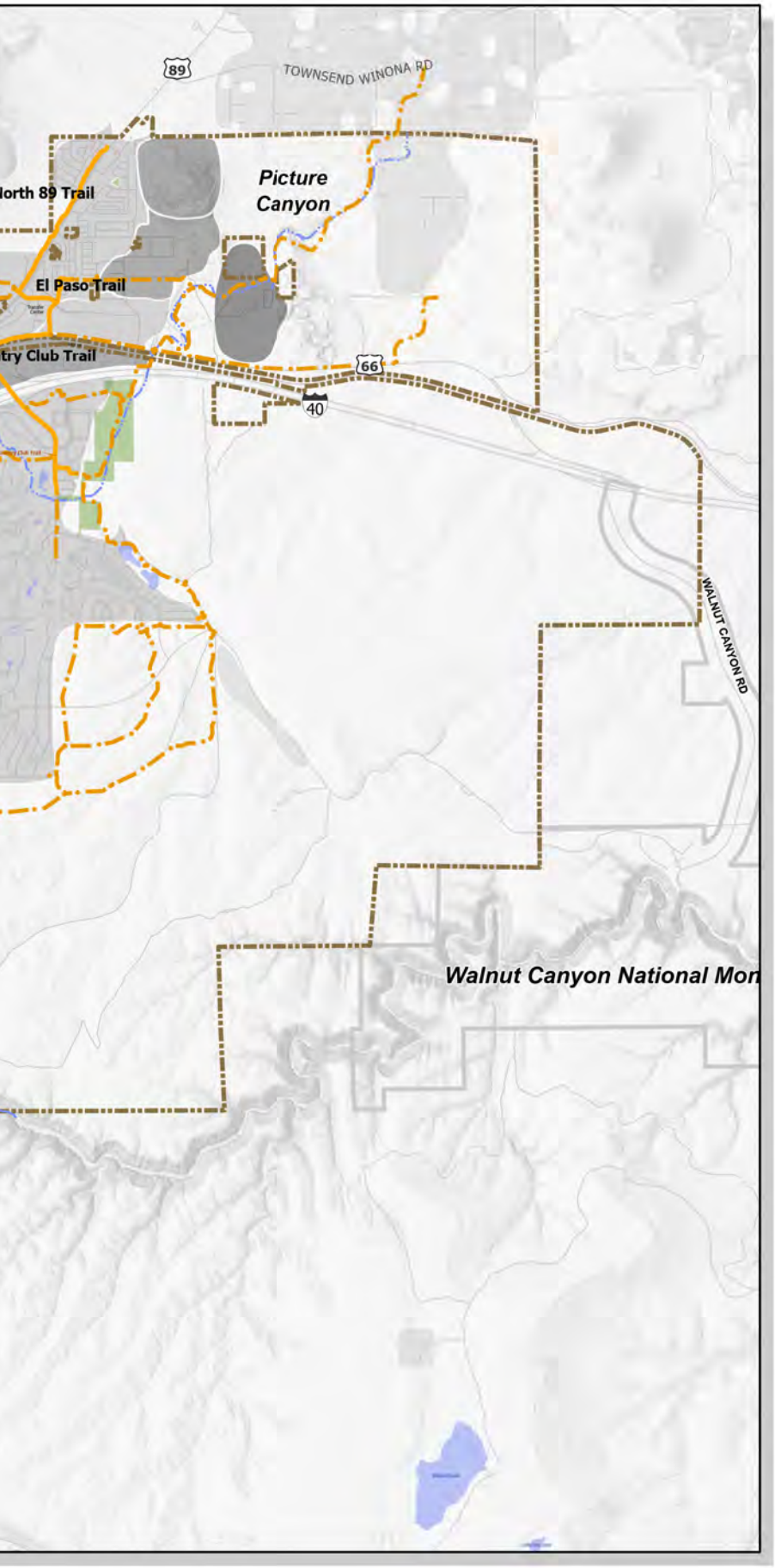
Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2
Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS


180
Fort Valley Trail
Karen Cooper Trail
Buffalo Park Loop
Winifred Lynch Trail
Cedar Trail
Route 66 Trail
Switzer Canyon Trail
Sego Lily Trail
Mars Hill Trail
Arizona Trail
Tunnel Springs Trail
Arrowhead Trail
Fourth Street Trail
Route 66 Trail
66
Railroad Springs Trail
Switzer Wash Trail
San Francisco Trail
Foxglenn Trail
Woodlands Trail
NAU Trail
Sinclair Wash Trail
Southwest Crossing Trail
Dry Lake Trail
NAU
Pine Knoll Trail
40
Lone Tree Trail
Arizona Trail
Bow & Arrow Trail
JWP Trail
Sinclair Wash Trail
17
High Country Trail
Ponderosa Trail
89A
LAKE MARY RD



Map 26d:

EXISTING AND PLANNED FLAGSTAFF URBAN TRAILS

- Existing FUTS trails
- Planned FUTS trails
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

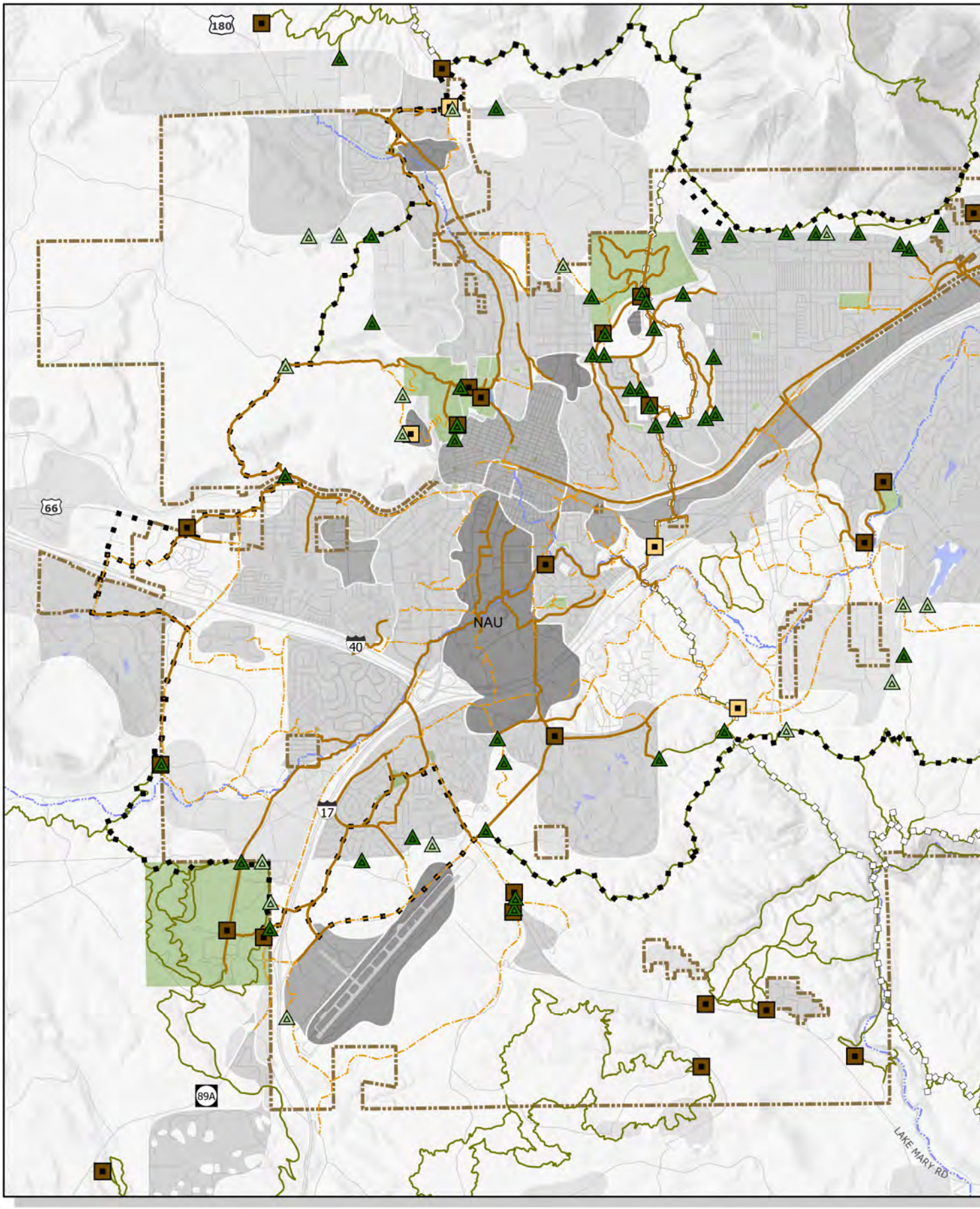
Please see www.flagstaffmatters.com for an interactive GIS map.

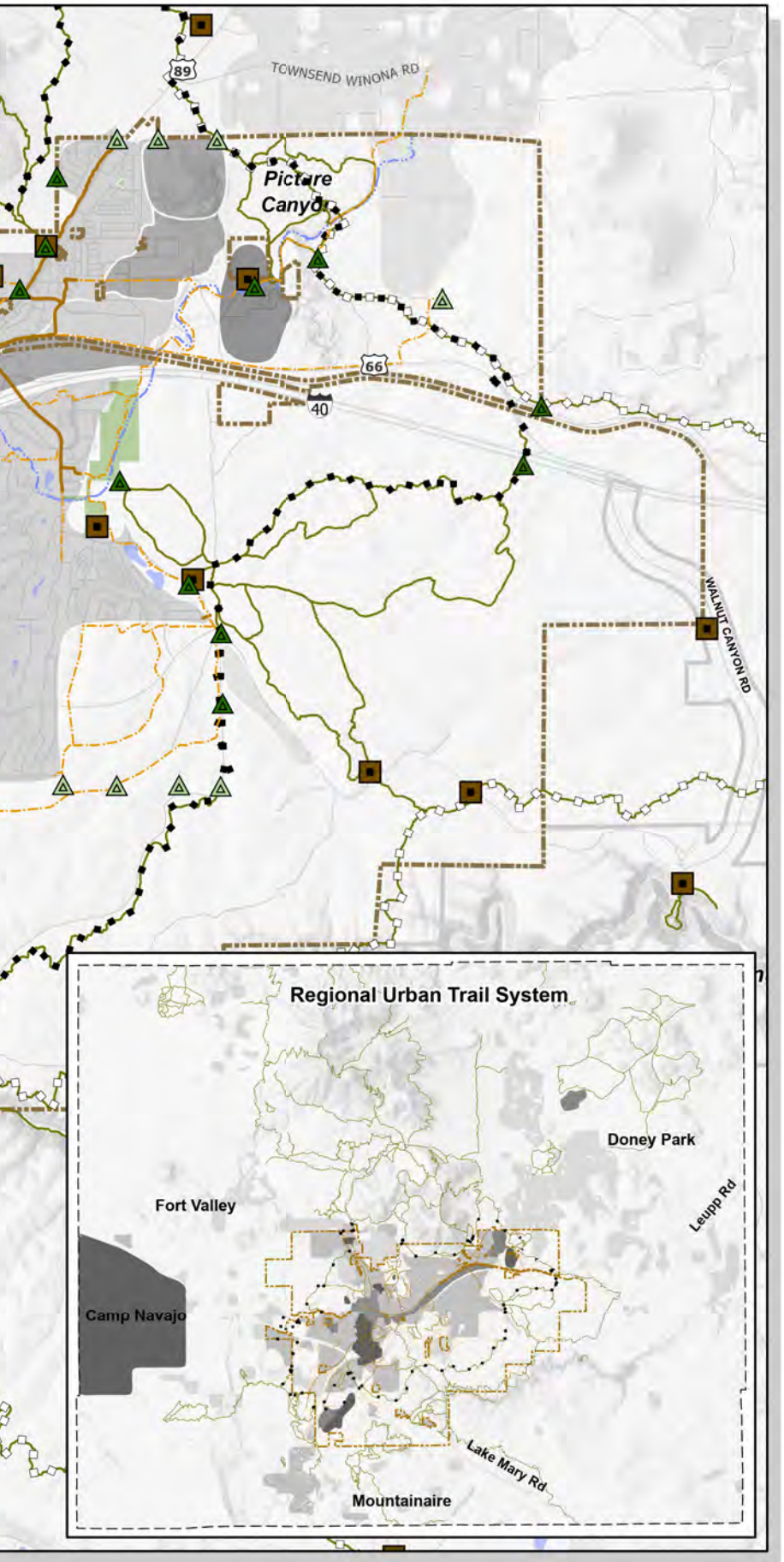
NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS


180
66
40
17
89A
NAU
LAKE MARY RD



Map 26e:

FOREST ACCESS AND TRAILHEADS

- Existing trailheads
- Planned trailheads
- Existing forest access
- Planned forest access
- Existing Flagstaff Urban Trails (FUTS)
- Planned Flagstaff Urban Trails (FUTS)
- Singletrack Trails
- Arizona Trail
- Loop Trail
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS

Transit

Transit plays multiple and emerging roles in the region. It provides basic mobility for transit-dependent individuals. For example, thousands of university faculty, staff, and students rely on transit as a cost-effective means of getting to and across campus. In addition, daily commuters from Doney Park and further outlying communities are in need of transit options, which could be met in collaboration with Navajo and Hopi transit services. Even now, and more so in the future, transit will play a central role in general mobility, congestion management, and economic development. The region will achieve desirable urban development by maximizing the use of urban parcels with appropriate densities and linking new land development with transit, which reduces land consumption in non-urbanized areas, reduces the number of auto trips and vehicle miles traveled, and reduces air pollution. Map 27 illustrates planned transit service levels in the planning area.



Photo credit: City of Flagstaff

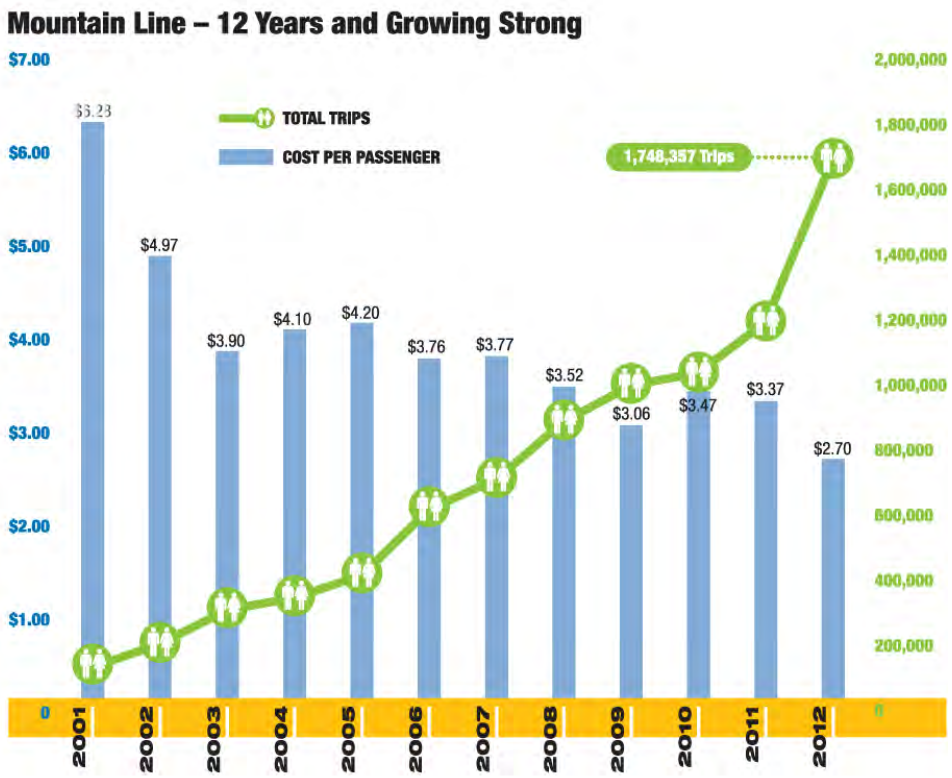
The City and County work closely with two regional organizations to plan and deliver transportation services: The Flagstaff Metropolitan Planning Organization (FMPO) and the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA). Both share the same boundaries as this Plan and work to inform and support City and County land use plans and policies. FMPO prepares a long-range, regional transportation plan (RTP) that directs the expenditure of federal transportation funds in the region. The RTP addresses all modes required to support City and County land use plans and policies and does so using reasonably expected revenues. NAIPTA produces a five-year transit plan and recently produced a long-range plan.



Photo credit: NAIPTA



Graphic credit: NAIPTA



Graphic Credit: NAIPTA

TRANSIT GOALS AND POLICIES

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.7.1. Cooperate with NAIPTA in developing and implementing the five-year transit master planning goals and objectives to continuously improve service, awareness, and ridership.

Policy T.7.2. Provide public transit centers and options that are effectively distributed throughout the region to increase access to public transit.

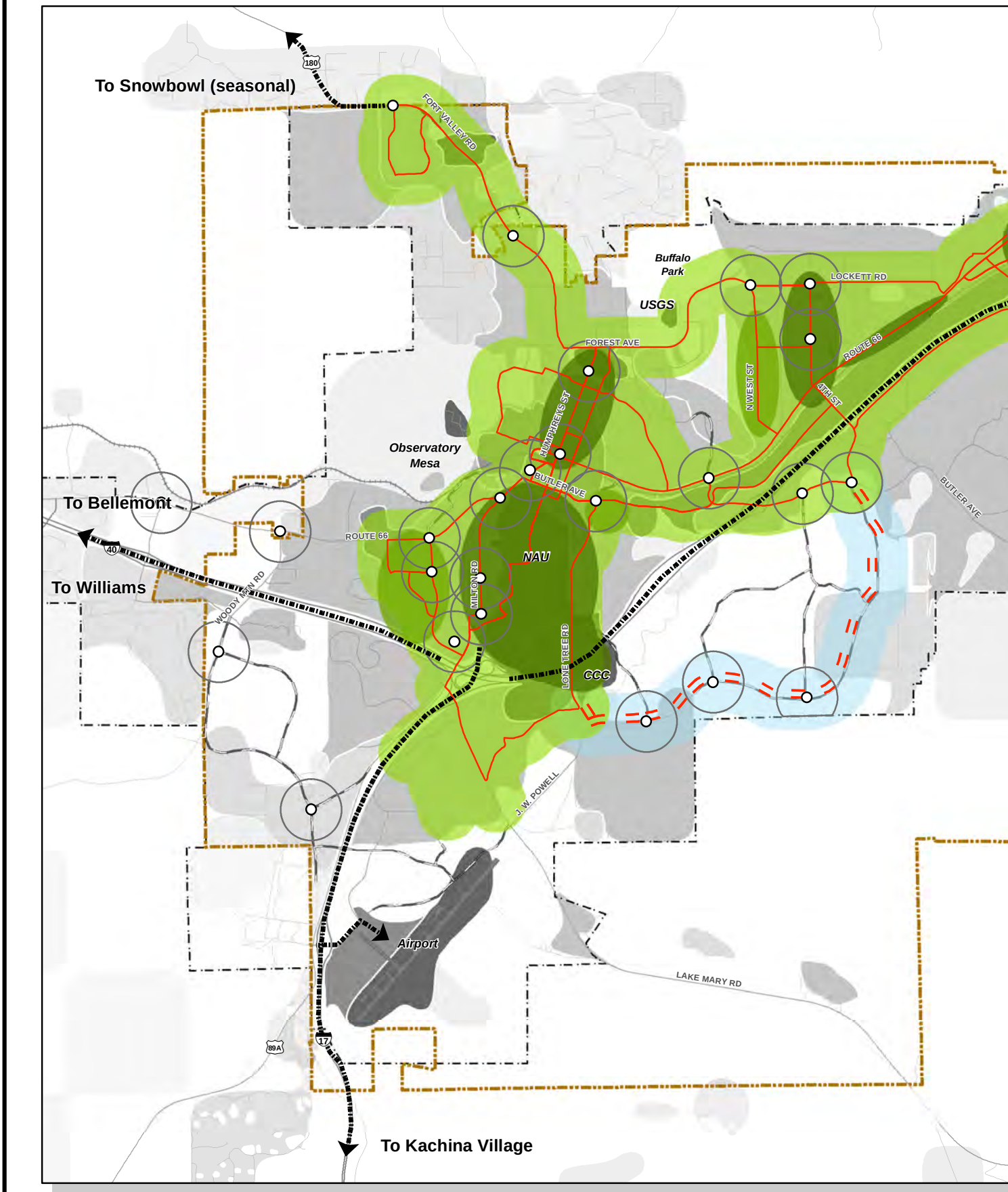
Policy T.7.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities.

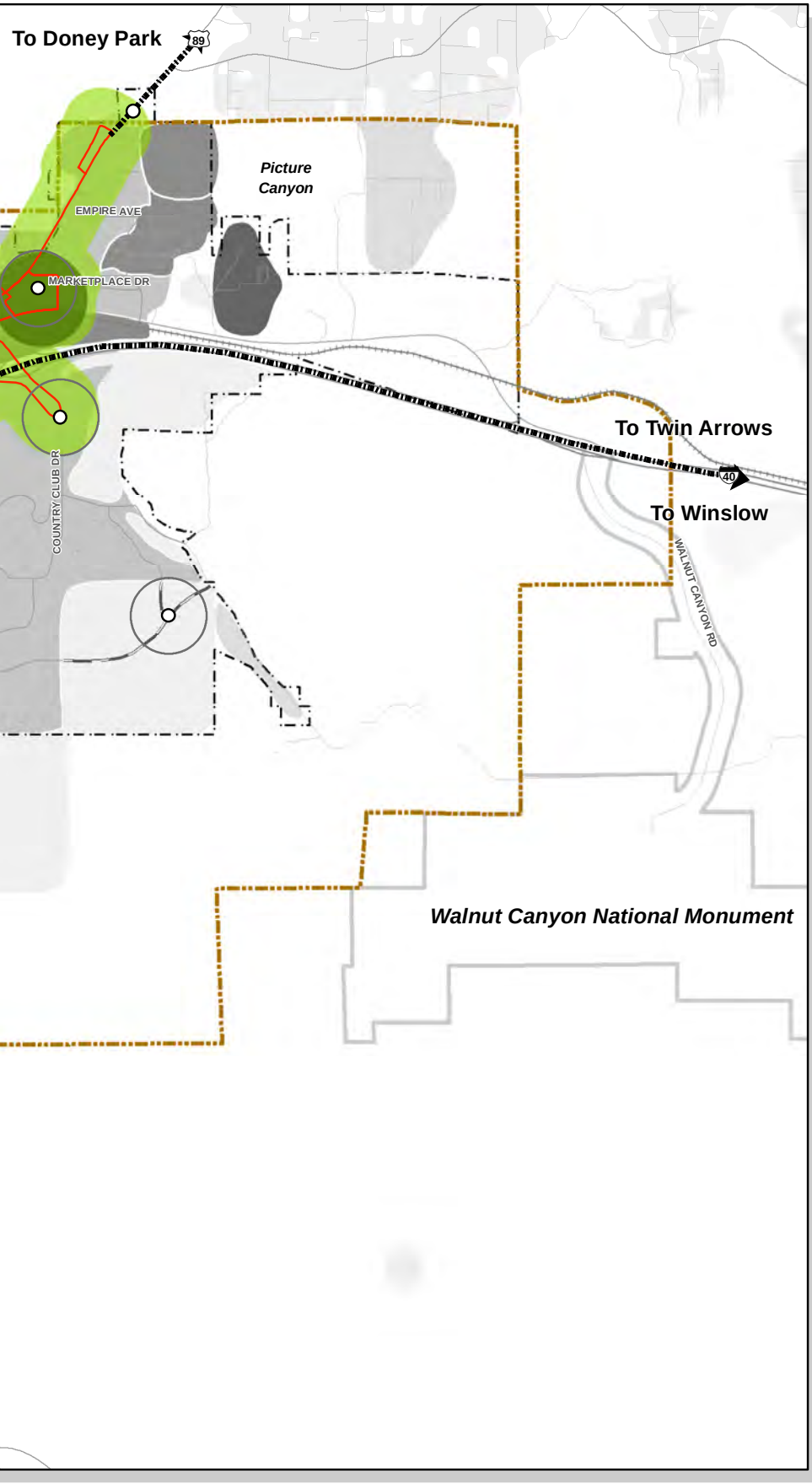
Policy T.7.4. Support mobility services for seniors and persons with mobility needs.

Policy T.7.5. Incorporate adopted plans and policies for non-motorized and public transportation in the permitting process for all development or land use proposals, including provisions for efficient access and mobility, and convenient links between pedestrian, bicycle, and transit facilities.

Policy T.7.6. Coordinate with NAIPTA to establish rural transit service within the region that is consistent with County land use plans, based on funding availability, cost effectiveness, location of major trip generators, distance between generators, and the needs of transit-dependent individuals.

Note: Transit dependent individuals are those who can only get around via public transit, and who do not own a car or cannot drive.


To Snowbowl (seasonal)
180
FORT VALLEY RD
Buffalo Park
USGS
LOCKETT RD
FOREST AVE
ROUTE 66
N WEST ST
4TH ST
HUMPHREYS ST
Observatory Mesa
BUTLER AVE
To Bellemont
40
ROUTE 66
NAU
MILTON RD
To Williams
WOODY MTN RD
LONE TREE RD
CCC
J.W. POWELL
Airport
LAKE MARY RD
89A
17
To Kachina Village



Map 27:

PLANNED TRANSIT SERVICE LEVELS:
Markets and Key Corridors

- Activity Center
- RTP Future Road Network

Transit Market Service Level:

- High Level
- Moderate Level
- Standard Level
- Standard Level- Future
- Existing Transit Route
- Future Transit Route
- Future Express Service
- City of Flagstaff
- Urban Growth Boundary
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

Future growth illustrations and plans do not preclude private development entitlements. Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS

Roads and Corridors

Automobiles are likely to continue to be the dominant form of transportation in the region, especially for longer trips. Roads and streets will be more effectively designed into the areas they serve. As parts of the region urbanize, reliability will become more important than speed. In urban activity centers, levels of service for pedestrians, bicycles, and transit will take precedence over service for cars.

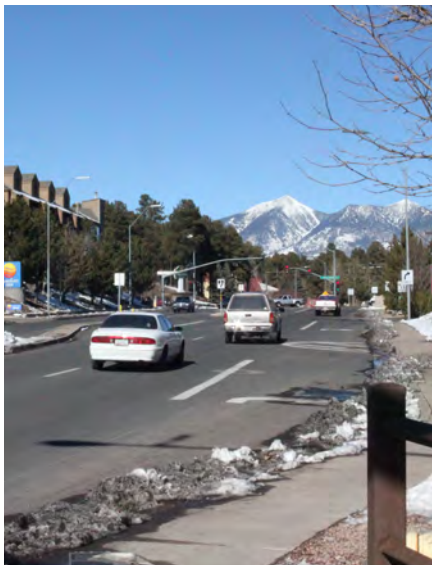


Photo credit: City of Flagstaff

Corridors and Functional Class

Successful places require successful corridors. Constraints by Flagstaff's terrain, railroads, highways, and interstates heighten our need for clear expectations of our corridors to establish the "sense of place" and to service the expected land use patterns. The desired "sense of place" for the region, centers, and neighborhoods will be more successfully achieved when the function and role of our corridors is sensitively applied.

Corridors in urban, suburban, and rural places will serve similar yet unique functions and roles. The *Flagstaff Regional Plan* deals directly with the corridors serving regional travel and circulation roles and sets general expectations for the smaller access corridors. The corridor classifications should be understood as a sliding scale with circumstances dictating the road's functional class. Corridors may be classified as regional travel, circulation, and access, as shown on Map 25. Listed below are the functional classifications and some of the multi-modal facilities associated with each.

Regional Travel Facilitates long-distance travel across and between regions	• Freeways • Passenger and freight rail • Major arterials • Dedicated express bus lanes
Circulation Provides for movement between neighborhoods and non-residential uses	• Minor arterials • Urban thoroughfares • Major collectors • Fixed transit routes
Residential Access or Access Local access to adjacent land uses	• Minor collectors • Local streets – commercial and residential, neighborhood streets

Corridors and Place Types

The term "corridor" is used in the Community Character, Growth & Land Use, and Transportation Chapters. Corridors are roads demarcated on maps based on their role in the greater transportation system, surrounding existing and future land uses and their context. Categories of Regional Travel, Circulation, and Access denote transportation roles on Map 25. In the Community Character chapter, some of these roads are identified as Gateway and Great Street Corridors on Map 12 for their value in placemaking and their relationship to iconic scenery. In the Land Use Chapter, the relationship between corridors and area types is described on pages IX-37, IX-50 and IX-55. To further identify the relationship between corridors and land uses, Access corridors on Map 25 are divided into Access and Residential Access; the former is associated with commercial and mixed use environments and the latter with neighborhood settings.

Corridors serve many roles, and these roles may be understood as:

- Carrier of goods and people – how many, how far, what kind, what means
- Connector of activities – how active, what scale, what purpose, relationships
- Space and Shelter for activities within the public realm – how often, vulnerable, duration, solitude
- Symbol for the understanding of place – identity, purpose, behaviors as it applies to specific roads or corridors, not to classes of corridors.
- Builder and destroyer of city and place – corridors may be perceived as supporting a sense of place, or destroying it.



Photo credit: City of Flagstaff

To fully implement the Regional Plan's vision for Flagstaff's roadways a Flagstaff "Streets Master Plan" should be developed to serve as the specific plan that bridges the City's *Engineering Design Standards and Specifications* and the *Flagstaff Regional Plan*. Until such a Plan is developed, functional classifications for roads and their definitions can be found in the *Engineering Design Standards and Specifications.*

Corridors in the Regional Transportation Plan

The Regional Transportation Plan (RTP) is a five year planning document developed by the Flagstaff Metropolitan Planning Organization. It is used to identify roadway projects that are eligible for federal funding. Some of the future roads identified on Map 25 are also identified in the RTP, however, these two documents are not required to match. The RTP provides more detail about the stage of planning for each roadway. Some future corridors are considered "conditional roads" in the RTP, which means that further study is required before proceeding with a project. Examples include the Clay Avenue Extension, the US 89 Bypass, the Metz Walk Extension, etc.

AUTOMOBILE GOALS AND POLICIES

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

Policy T.8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.

Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.

Policy T.8.4. Protect rights-of-way for future transportation corridors.

Policy T.8.5. Support the area's economic vitality by improving intersection design for freight movements.

Policy T.8.6. Maintain the City's street infrastructure in a cost effective manner to ensure the safety and convenience of all users.



Photo credit: City of Flagstaff

Passenger Rail and Freight

The economics of air travel in the southwest and freight movements across the nation may position passenger rail and rail freight to increase share of travel. BNSF and Amtrak are integral parts of our history and community fabric and can become a more important part of our economy. The region will position itself to take better advantage of this important mode of travel.

PASSENGER RAIL AND RAIL FREIGHT GOALS AND POLICIES

Goal T.9. Strengthen and support rail service opportunities for the region's businesses and travelers.

Policy T.9.1. Seamlessly integrate passenger rail with other travel modes including connectivity and operational improvements to the downtown passenger rail station and surroundings.

Policy T.9.2. Promote Amtrak service and support opportunities for interregional passenger rail service.

Policy T.9.3. Promote development of rail spurs and an intermodal freight facility or facilities as needed to support viable economic growth.

Policy T.9.4. Increase the number of grade-separated railroad crossings.



Photo credit: City of Flagstaff

Air Travel

Air travel ties our region to the nation and globe more quickly than any other mode of travel. "Face-to-face time" is important to all relationships – business relations included. Improving and expanding service to and from Flagstaff Pulliam Airport connects our region to larger hubs of air travel. Approximately 60,000 people travel to and from this small airport annually (CY 2011 Air Carrier Activity Information System FAA Calendar Year 2011 Primary Airports 9/27/2012).

AIR TRAVEL GOALS AND POLICIES

Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.

Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.

Policy T.10.2. Improve multimodal access and service to and from the airport including transit, bicycle, and parking services.

Policy T.10.3. Seek opportunities to expand destinations and frequency of regional air service throughout the southwest and west.

Policy T.10.4. Plan and manage transportation infrastructure to discourage land uses incompatible with the airport and flight zones.

Public Support for Transportation

Transportation is central to the lives of our citizens. Residents and visitors pay for its construction and operation. That construction and operation is often disruptive. Therefore, an open planning process, inclusive design process, and effective communications are essential.



Photo credit: City of Flagstaff

PUBLIC SUPPORT FOR TRANSPORTATION GOALS AND POLICIES

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.

Policy T.11.1. Maintain the credibility of the regional transportation planning process through the application of professional standards in the collection and analysis of data and in the dissemination of information to the public.

Policy T.11.2. Approach public involvement proactively throughout regional transportation planning, prioritization, and programming processes, including open access to communications, meetings, and documents related to the Plan.

Policy T.11.3. Include and involve all segments of the population, including those potentially underrepresented such as the elderly, low-income, and minorities (see Title VI of the Civil Rights Act of 1964 and Executive Order 12898 - Environmental Justice).

Policy T.11.4. Attempt to equitably distribute the burdens and benefits of transportation investments to all segments of the community.

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.

THIS PAGE INTENTIONALLY LEFT BLANK

GLOSSARY

A.R.S. - Arizona Revised Statutes

Acre-foot - the volume of 1 acre of surface area to a depth of 1 foot. In Flagstaff and other areas of the desert Southwest, a typical family uses about 0.25 acre-feet of water per year, and therefore 1 acre-foot of water serves about four homes in Flagstaff for a year.

Activity Centers - mixed-use centers that vary by scale and activity mix depending on location. They include commercial, retail, offices, residential, shared parking, and public spaces. This plan identifies existing and potentially new activity centers throughout the planning area, including urban, suburban, and rural centers.

ADA - Americans with Disabilities Act.

Adaptive Re-use - fixing up and remodeling a building or space, adapting the building or space to fit a new use.

Adequate Public Facilities - the public facilities and services necessary to maintain an adopted level of service standards in specific geographic areas for various facilities, including but not limited to streets, park and recreation facilities, water and sewer service, storm drainage, and fire and police protection.

Administrative Facilities - typically thought of office space, housing offices, conference rooms, training rooms, reception areas, copy and break areas, filing, storage, and workstations. Administrative space is approximately 60 to 70 percent offices/workstations and 30 to 40 percent common/support space.

ADOT - Arizona Department of Transportation.

Agricultural Lands – are lands used primarily for raising crops, forage and livestock, and community gardens.

Airport - An area of land or water that is designed or set aside for the landing and taking off of aircraft, including those for private use and those used by ultra-light aircraft. Flagstaff's municipal airport is the Flagstaff Pulliam Airport.

Appropriate Locations (for land uses) - areas that are determined to be appropriate for a particular type of land use or activity, as typically measured by compatibility of land use; appropriate levels of impact, such as may result from noise, lighting, or other environmental effects.

Arterial Street - larger road or highway purposed to carry longer trips across the region and to other regions.

"Big Box" Development – developments over 50,000 square feet; usually national chain commercial retail stores with large parking lots.

Bikeways - Linear transportation corridors designed and intended to accommodate bicycle use. Bikeways are comprised of a variety of facilities, including conventional bike lanes, buffered bike lanes, separated bike lanes, FUTS trails, bicycle crossings, intersection treatments, and other innovative bicycle facilities. Bikeways are divided into four classes:

- Primary bikeways. The highest level and represent four main commuter routes for crosstown bicycle travel into the core of Flagstaff from the four cardinal directions.
- Secondary bikeways. Include other main routes that provide crosstown and regional travel for bicycle commuters, as well as access to major destinations. Seventeen secondary bikeways are planned.
- Third level bikeways. Provide connectivity between neighborhoods and districts, as well as access to primary and secondary bikeways.
- Fourth level bikeways. Consist of local routes that provide bicycle travel within neighborhoods, access to local destinations, and connectivity to higher-level bikeways.

Bonding – approved municipal bonds are interest-bearing securities that are issued for the purpose of financing local infrastructure improvements. Repayment periods from a few months to 40 years allows the issuer to pay for capital projects it cannot pay for immediately with funds on hand.

Building - a roofed structure built, maintained, or intended to be used for the shelter or enclosure of persons, animals, or property of any kind. The term is inclusive of any part thereof. Where independent units with separate entrances are dived by party walls, each unit is a building.

CAC - Citizens Advisory Committee (for the Regional Plan update).

Civic Activities - Not-for-profit or governmental activities dedicated to arts, culture, education, recreation, government, transit, and municipal parking.

Civic Building - a building operated by governmental or not-for-profit organizations and civic-related uses.

Civic Space - an outdoor area dedicated for public activities.

Cluster Development – a practice of low-impact development that groups residential properties closer together, which can be a means of preserving rural resources and minimizing service and utility costs as well as maximizing protection of natural resources and open space.

Collector Street - a street purposed with collecting traffic from surrounding local roads, often within a neighborhood or district, and delivering to an arterial street.

Commercial Cores – the center of every activity center has a commercial core, allowing and encouraging commercial, institutional, high-density residential and mixed-use development, transit opportunities and encouraging pedestrian-oriented design.

Community Facilities - public or privately owned facilities used by the public (e.g., streets, schools, libraries, parks) and facilities owned by nonprofit private agencies (e.g., churches, safe houses, and neighborhood associations).

Community Vitality - the overall well-being of residents in a community.

Commuter [Bus] Route - a fixed bus route running only during peak commuter times, usually in the morning and evening.

Compact Development - development that uses land efficiently through creative and intensive site, neighborhood, and district design.

Complete Streets - streets, roadways, and highways that are designed to safely and attractively accommodate all transportation users (drivers, bus riders, pedestrians, and bicyclists). Travelers of all ages and abilities can safely move along and across a complete street.

Conical Surface - the area extending outward from the periphery of the horizontal surface for a distance of 4,000 feet. Height limitations for structures in the conical surface area are 150 feet above airport height at the inner boundary and increase 1 foot vertically for every 20 feet horizontally to a height of 350 feet above airport height at the outer boundary.

Conservation Land System - A Conservation Land System is an integrated system of public land (in this case City and County lands, linked to National Forest lands by trails) intended for the benefit of residents, and visitors, providing passive and active recreation, natural and scenic areas, non-motorized trails (FUTS), and cultural and historical preservation. Conservation can be achieved through a variety of means, including but not limited to acquisition, conservation easement, transfer of development rights, intergovernmental agreements or conservation agreements.

Context (or Contextual Development) - refers to the significant development, or resources, of the property itself, the surrounding properties, and the neighborhood. Development is contextual if it is designed to complement the surrounding significant visual and physical characteristics; is cohesive and visually unobtrusive in terms of scale, texture, and continuity; and if it maintains the overall patterns of development. Compatibility utilizes the basic design principles of composition, rhythm, emphasis, transition, simplicity, and balance of the design with the surrounding environment.

Context Sensitive Solution (CSS) - a way of designing and building transportation facilities and infrastructure to seamlessly reflect and minimize impacts on adjacent land uses and environmentally sensitive areas. A CSS project complements its physical and natural setting while maintaining safety and mobility.

Cultural Resources - aspects of a cultural system that are valued by or significantly representative or informative of a culture, and generally referring to archaeological resources and the histories surrounding these cultures.

Density - the amount of development within a given area, usually expressed in dwelling units, population, or employment per acre or square mile.

Design Standards - standards and regulations pertaining to the physical development of a site including requirements pertaining to yards, heights, lot area, fences, walls, landscaping area, access, parking, signs, setbacks, and other physical requirements.

Design Traditions of Flagstaff – a term that generally refers to the built architectural and engineering works that predate World War II, that were vernacular, small-scale, simple in form, practical, and built from locally available materials, even in downtown where the builders were emulating the facades of other regions. Buildings of this era are generally dominated by masonry construction (including its inherent historic proportions and details), limited concrete, wood and heavy timber, and ironworks. The level of design refinement tended towards more rustic in the outlying areas and more formal closer to downtown. Outside influences included farmhouse, Victorian, and Craftsman home designs, Midwestern downtowns, the railroad industry, and "parkitecture." Notably, this term does not refer to specific architectural styles, but rather to more timeless ways of building that are equally applicable to new architecture and engineering.

Development - the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into parcels by any property owner. When appropriate to the context, development refers to the act of development or to the result of development within the City.

Disaster Preparedness Shelter - structure(s) used during such instances where there is an imminent loss to sleeping areas identified through a declaration of threat, disaster, or emergency by means of a natural disaster, or other identified community threat. The shelter may or may not have food preparation or shower facilities.

Diverse Neighborhoods – include a mix of uses, with various housing types near or mixed in with restaurants, shops, grocers, banks, hair salons, coffee shops, day care centers, fitness studios, and law, dental, and insurance offices. In these type of neighborhoods, residents can find more products and services close by, and it creates potential for employment, walking, biking, and less driving. A mix of housing types means more people can work close to home. As Flagstaff's new development and redevelopment potential mature, the community envisions more diverse neighborhoods.

Effluent - wastewater (treated or untreated) that flows out of a treatment plant, sewer, or industrial outfall. In the context of wastewater treatment plants, effluent that has been treated is sometimes called secondary effluent, or treated effluent.

Emergency Services - services to the public for emergencies and related buildings or garages (e.g., ambulance, fire, police, and rescue).

Emergency Shelter - a type of homeless shelter that provides temporary housing on a first-come, first-served basis where clients must leave in the morning and have no guaranteed bed for the next night or provide beds for a specific period of time, regardless of whether or not clients leave the building. Facilities that provide temporary shelter during extremely cold weather (such as churches) are also included.

Employment Center - an activity center with mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy-industrial; live-work spaces; and home-based businesses.

Enhanced crossings – Crossings that include any features that help slow traffic, shorten crossing distances, break crossings into parts, increase visibility, or in general make the crossing safer and more comfortable. Enhanced crossing treatments may include median islands, curb extensions, landscape features, high-visibility markings, advance warning signing, and pedestrian-scaled lighting. Enhanced crossings may also use flashing beacons including rectangular rapid flashing beacons and pedestrian hybrid beacons.

Environmentally Sensitive Lands – include floodplains, riparian areas, wetlands, seeps and springs, and steep slopes. These areas contain critical resources and require special consideration in the development design and review process.

ESRI - Environmental Systems Research Institute.

Fair and Proportionate – required by state law, municipalities must identify various funding and financing mechanisms that may be used to finance additional public services and infrastructure necessary, beneficial, and useful to serve new development. These services bear a fair and proportionate relationship to the burden imposed upon the community by new development, including redevelopment, and the development's fair share of those costs.

Financial System - how public revenues and expenditures are managed, including planning for future needs.

Floodplain - any areas in a watercourse that have been or may be covered partially or wholly by floodwater from a 100-year flood.

FMPO - Flagstaff Metropolitan Planning Organization.

Forb - is a herbaceous flowering plant that is not a grass. The term is used in biology and in vegetation ecology, especially in relation to grasslands and forest understory.

Forest access - Describes locations around the perimeter of the city where people gain access to regional open space and the surrounding national forest. Some forest access points include a formal connection between a FUTS trail and a singletrack trail; others are less formal.

FUTS - Flagstaff Urban Trails System.

Gentrification - is a shift in an urban community towards wealthier residents and/or businesses and increasing property values, often at the expense of the poorer residents of the community. This is a result of the process of renewal and rebuilding.

GIS - a Geographic Information System (GIS) designed to capture, store, manipulate, analyze, manage, and present geographical data to reveal relationships, patterns, and trends. Government Offices - include governmental office buildings and grounds.

Governmental Service and Maintenance Facilities - support the maintenance and servicing activities of government-owned land, property, and buildings.

Grade-separated crossings – Bridges and tunnels intended for the exclusive use of pedestrians and bicycles, as well as overpasses and underpasses for vehicular use that include sidewalks, bikeways, FUTS trails, or other facilities for walking and biking.

Graywater - wastewater from household baths, showers, sinks, and washing machines that is recycled, especially for use in gardening or for flushing toilets.

Great Streets – streets designed to take into account their entire three-dimensional visual corridor, including the public realm and adjacent land uses. Great streets are "complete" streets, meaning they service and take into account all users — not just motor vehicles, and serve as interesting, lively, and attractive community spaces.

Greenfield Development - when previously undeveloped land is developed, this is known as a "greenfield development," and it can often be the best examples of sustainability principles in action. Across the country, there are new Greenfield developments that incorporate sustainable programs and technologies, including lifecycle housing, complete streets, parks and open spaces, integrated retail and office, energy-efficient buildings, innovative rainwater and stormwater facilities, sidewalks and trails, and other features. Private lands within the city and county hold entitlements for development.

Green Infrastructure - An interconnected network of waterways, wetlands, woodlands, wildlife habitats, and other natural areas of county-wide significance.

Heritage Resources - an inclusive term of cultural and historic resources, enveloping historic buildings, a historic building's setting, as well as paleontological and archaeological resources, including all of the cultures of aboriginal peoples and western civilization, and including natural features and landscapes of significant uniqueness to an area. The term is more consistent with international standards and definitions. In the United States, the term "Heritage Resource" is technically interchangeable with the term "Cultural Resource.

Historic and Cultural Areas - are lands that contain significant historic or cultural resources

Historic Development - includes buildings, roads, signage, lighting, and landscaping.

Historic Resources - alone, this term technically refers specifically to western culture and specifically to buildings.

Human-Caused Hazards - hazards resulting from human developments or activities such as faulty construction; poor site layout; improper location of land uses; airport approaches or high noise areas; over-pumping of groundwater; or use, storage, or disposal of explosive, flammable, toxic, or other dangerous materials or crime. These hazards may pose a threat to life and property and may necessitate costly public improvements.

Infill - occurs when new buildings are built on vacant parcels within city service boundaries and surrounded by existing development.

Infrastructure - includes but is not limited to sewer lines, water lines, reclaimed water lines, roads, intersections, sidewalks, FUTS, landscaping in the right-of-way, gateways, housing, green infrastructure, public art, and in some cases may include utilities such as electric power, data, natural gas, cable television, and telephone.

Invasive Species - a species that spreads and establishes over large areas and persists. Some native plants can be considered invasive in certain circumstances. The national Invasive Species Council defines invasive species as a species that is: (1) non-native (or alien) to the ecosystem under consideration; and (2) whose introduction causes or is likely to cause economic or environmental harm or harm to human health.

Livability Index - a means to quantitatively measure "quality of life" in a particular city. The number is based upon various factors, such as average wage, cost of living, pollution, social services, cultural opportunities, and diversity.

Local Streets - serve immediate access to property and are designed to discourage longer trips through a neighborhood.

LOS - Level of Service.

Low-Impact Development (LID) - an innovative and logical approach to managing stormwater with a basic principle modeled after natural watershed characteristics. LID systems manage rainfall runoff at the source using decentralized small-scale controls uniformly distributed throughout the project area that allow for effective capture, filtration, storage, and infiltration.

Major Streets - streets with a functional classification of commercial local, collector, or arterial.

Mixed-Use Development - any urban, suburban, or rural development, or even a single building, that blends a combination of residential, commercial, cultural, institutional, or industrial uses, where those functions are physically and functionally integrated, and that provides pedestrian connections.

Mobility - the degree to which people and goods may move safely, efficiently, and effectively between origins and destinations.

Mode - a means of travel such as pedestrian, bicycle, transit, or truck.

Mountain Link - direct, high-frequency transit service between Woodlands Village, the Northern Arizona University campus, and downtown Flagstaff.

Multi-modal - travel or transportation systems characterized by more than one means or mode of transport.

NAIPTA - Northern Arizona Intergovernmental Public Transportation Authority.

Native American – a member of any of the indigenous peoples of the Americas.

Natural Areas – are open lands left in a primarily natural state that contain significant natural, cultural, aesthetic, or recreational features that warrant protection.

Natural-Caused Hazards - hazards resulting from natural events, such as flooding, subsidence, earth faults, unstable slopes or soils, or severe climatic conditions (e.g., drought, snow, rain, wind) that present a threat to life and property and may necessitate costly public improvements.

Neighborhood – includes both geographic (place-oriented) and social (people-oriented) components, and may be an area with similar housing types and market values, or an area surrounding a local institution patronized by residents, such as a church, school, or social agency.

Noxious Weeds - a legal term applied to plants regulated by state and federal laws. Arizona Administrative Codes (Arizona Department of Agriculture) define noxious weed as "any species of plant that is detrimental or destructive and difficult to control or eradicate and includes plant organisms found injurious to any domesticated, cultivated, native or wild plant."

Obstruction - any structure or tree that exceeds permissible height limitations or is otherwise hazardous to the landing or taking off of aircraft.

Offices - premises available for the transaction of general business and services including but not limited to professional, management, financial, legal, health, social, or government offices, but excluding retail, artisan, and manufacturing uses.

Open Space - undeveloped or minimally developed lands that have been designated to remain undeveloped, be preserved to protect natural resources, serve as a buffer, and provide opportunities for recreation that requires no facilities. Such recreational uses include walking, trail running, biking, photography, and sitting quietly. Open spaces differ from parks in that open spaces do not have the developed facilities that are traditionally associated with city parks, such as stadium-style lighting, bleachers, playground equipment, and competitive sports fields.

Parks and Recreation Areas – are urban green spaces generally dedicated to active recreational uses.

Pedestrian Shed - the basic building block of walkable neighborhoods. A pedestrian shed is the area encompassed by the walking distance from a town or neighborhood center. Pedestrian sheds are often defined as the area covered by a 5-minute walk (about 0.25 mile or 1,320 feet). They may be drawn as perfect circles, but in practice pedestrian sheds have irregular shapes because they cover the actual distance walked, not the linear (crow flies) distance.

Plaza - a civic space type designed for civic purposes and commercial activities in the more urban areas, generally paved and spatially defined by building frontages.

Preservation - an endeavor that seeks to preserve, conserve, and protect buildings, objects, landscapes, or other artifacts of historical significance.

Public Buildings - include civic and community centers, public schools, libraries, police and fire stations and other public buildings.

Public Parks or Recreation Facilities - outdoor recreation facilities that are open to the public for passive and active recreational activity, such as pedestrian activities, hiking, and jogging; or serve as an historical, cultural or archaeological attraction; playgrounds; ball parks; and allowing organized competitive activities.

Public Sanitary Sewer - includes sanitary sewer systems other than individual on-site systems approved by the State or County and maintained by a public or private agency authorized to operate such systems.

Public Services and Facilities - include police, fire, emergency services, sewage, refuse disposal, drainage, local utilities, rights-of-way, easements, and facilities for them.

Redevelopment - occurs when new development replaces outdated and underutilized development.

Revitalization - to repair what is already in place, adding new vigor by remodeling and preserving.

Rural - describes areas within the region with a low density of people, residences, jobs and activities and characterized with large lot development, paved and unpaved two-lane roads with natural edges, minimal services and goods available to residents, and abundant open spaces and agricultural uses. FUTS connectivity and public transit commuting opportunities may exist.

Rural Floodplains - delineated floodplain areas that are essentially open space and natural land uses and are unsuitable for urban development purposes due to poor natural soil conditions and periodic flood inundation.

Rural Growth Boundary - the line on a map that is used to mark lands in unincorporated areas of the county that are suitable for rural development, as well as lands to be preserved as open lands.

Safety - the protection of our community from natural and artificial hazards, evacuation routes, peak load water supply requirements, minimum road widths according to function, clearances around structures, and geologic hazard mapping.

Scenic Views, Viewsheds, and Vistas – include open hillsides and natural watercourses

School, Charter - a public school established by contract with a district governing board, the state board of education, or the state board for charter schools to provide learning that will improve pupil achievement.

School, Private - a nonpublic institution where instruction is imparted.

School, Public - includes elementary, middle, junior high, and high schools that operate under the local school district.

Services - are anything from a fire station to a fleet shop because of the large equipment and storage involved. Facilities in this category typically have larger space requirements because there is large equipment and/or storage involved. Heating and cooling, interior finishes, and circulation areas required for services are unique and must be addressed to be functional. Service space is defined as 15 to 25 percent offices/workstations and 75 to 85 percent common and support areas.

Singletrack trail – recreational trails intended for hiking, mountain biking, and horseback riding. Singletrack trails are typically 1 to 3 feet in width. The trail surface is native soil, and may be unevenand include obstructions like tree roots or rocks.

State Trust Lands – often misunderstood in terms of both their character and their management, these parcels are not public lands, but are instead the subject of a public Trust created to support the education of children. The Trust accomplishes this mission in a number of ways, including through its sale and lease of Trust lands for grazing, agriculture, municipal, school site, residential, commercial, and open space purposes. In both rural and urban contexts, Trust lands also provide the substantial added benefit of creating critical local economic stimulation. All uses of the land must benefit the Trust, a fact that distinguishes it from the way public land, such as parks or national

forests, may be used. While public use of Trust land is not prohibited, it is regulated to ensure protection of the land and reimbursement to the beneficiaries for its use.

Social vitality - the invigoration or continued and increased activity of citizens, cultural activities, and civic engagement (such as voting).

Suburban - describes areas within the City in which a person is mostly dependent on the automobile to travel to work or other destinations (sometimes referred to as Driveable Suburban), and to accomplish most shopping and recreation needs. These environments may have areas where it is possible to walk or ride a bike for recreational purposes, such as on FUTS trails, but due to the lack of connectivity or nearby amenities, are not favorable for walking or biking as a primary mode of transportation on a day-to-day basis. Suburban areas have medium to low densities of people, residences, jobs and activities with some services and goods available to residents, the streets and sidewalks vary in their design, and access to public transportation may be available.

Sustainability - living and managing activities in a manner that balances social, economic, and environmental considerations to meet Flagstaff's current needs and those of future generations. A sustainable Flagstaff is a community where the social wellbeing of current and future citizens is supported by a vibrant economy and a self-renewing healthy environment.

Trails - pathways for all forms of non-motorized transportation and recreation.

Trailhead – Locations that provide access to the trail system where vehicular parking and other facilities are available. Trail hubs are a type of trailhead that serve as important points of connectivity between the FUTS system and the surrounding recreational singletrack system.

Urban - areas with a higher density of people, residences, jobs and activities; buildings are taller and close to the street; streets and sidewalks are in a grid pattern of relatively small blocks; the area is walkable and a variety of services and goods are available; served by public transportation.

Urban Floodplains - delineated floodplain areas that are located in developed urban areas of the City.

Urban Growth Boundary - the line on a map that is used to mark the separation of urbanizable land from rural land and within which urban growth should be encouraged and contained and outside of which urban development should not occur.

Vacant Land - is publicly- or privately-owned undeveloped land that is not currently protected from development.

Vernacular Development - refers to the tradition of design resulting in simple small structures or borrowed architectural design, such as mid-western style storefronts and craftsman bungalows, built with local materials.

Viewshed - an area of land that is visible to the human eye from a vantage point with particular scenic value that may be deemed worthy of preservation against development or other change.

Walkable - describes areas of the City within which a person can walk, bike or ride transit to work, and to fulfill most shopping and recreation needs. These environments, sometimes referred to as Driveable Urban, allow for the use of automobiles but do not require the use of a vehicle to accommodate most daily needs. These areas are characterized by a variety of destinations within walking distance, such as commercial establishments (such as everyday retail or office), civic establishments (such as religious, nonprofit, or government), civic spaces, or transit stops. On-street parking, trees, and other design elements are typical and sidewalks are sized appropriately for the number of walkers. Buildings meet the street in such a way to make the "outdoor rooms" that define the best urban places, and building facades are human scale, with frequent doorways and windows, and attractive details and ornament.

THIS PAGE INTENTIONALLY LEFT BLANK

XVI PLAN AMENDMENTS

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
November 19, 2015	2015-35 October 20	La Plaza Vieja Neighborhood Specific Plan Minor Plan Amendment, incorporated by reference	XVI-1
December 17, 2015	2015-36 November 17	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment - New area type of Existing Suburban (Core Services Yard)	IX-26-29
December 31, 2015	2015-38 December 1	Map 25: Road Network Illustration Major Plan Amendment and related text edits	IX-35-57 X-1, X-4-5, X-18-22 (In Chapter X, one page of content was deleted)
April 21, 2016	2016-08 March 22	Maps 21 and 22: Future Growth Illustration Minor Plan Amendment - Adding Existing Suburban on McMillan Mesa	IX-26-29
May 5, 2016	2016-09, 2016-10, 2016-11, and 2016-12 April 5	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendments - Add City-Owned parcels to Parks/Open Space area type	IX-26-29
January 5, 2017	2016-31 December 6	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria, information concerning plan amendments and specific Plans, and other related text.	III-1-15
February 16, 2017	2017-04 January 17	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria for Category 5: Area Types - Urban/Suburban/ Rural	III-14

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
April 20, 2017	2017-08 March 21	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment Change the area type designation of approximately 20 acres of real property located at 3620 W Schultz Pass road from Area in White area type to Parks/Open Space area type	IX-26-29
March 22, 2018	2018-08 February 20	High Occupancy Housing Specific Plan Minor Plan Amendment, incorporated by reference	XVI-2
March 22, 2018	2018-09 February 20	Regional Plan Amendments proposed through the High Occupancy Housing Specific Plan process.	VIII-15, IX-1, IX-16-17, IX-25-29, IX-33-37, IX-40, IX-42, IX-46-47, IX-63-70, X-6-7, XII-5, GL-6, Appendix A
November 15, 2018	2018-50 October 16	Regional Plan Amendment to make land use and road network designations consistent with the McMillan Mesa Natural Area to clarify the extent of surrounding land uses on City property, and to correct mapping errors.	IX-26-29, X-4-5
September 30, 2020	2020-51 September 1	Regional Plan Amendments proposed through the Southside Community Specific Plan process.	IX-26-29, IX-35
September 30, 2020	2020-52 September 1	Southside Community Specific Plan Minor Plan Amendment, incorporated by reference	XVI-2
January 6, 2022	2021-58 December 7	Carbon Neutrality Major Plan Amendment Amending Chapeters IV and X to address the 2021 Flagstaff Carbon Neutrality Plan	IV-11-12, X-19
November 3, 2022	2021-XX October 4	Active Transportation Minor Plan Amendment amending Chapters X and the Glossary to address the Active Transportation Master Plan	X-8-25, GL-2, GL-4-5, GL-8-9 Note: Pages after X-27 were renumbered

PLANNING AND DEVELOPMENT SERVICES REPORT
MINOR REGIONAL PLAN AMENDMENT

PUBLIC HEARING
PZ-21-00129-01

DATE: August 20, 2022
MEETING DATE: September 14, 2022
REPORT BY: Sara Dechter, AICP

REQUEST:
Amend the text and maps of Chapter X Transportation and the Glossary of the Flagstaff Regional Plan 2030 to provide additional descriptions of terms used in goals, policies, and maps, and to replace Map 26 with five maps that provide more detail on the existing and planned pedestrian and bicycle systems in the City of Flagstaff.

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Minor Regional Plan Amendment request to the City Council with a recommendation for approval.

GEOGRAPHIC SCOPE:
The amendment applies to the City of Flagstaff and describes future and existing public rights of way and pedestrian and bicycle facilities.

I. Project Introduction

A. Background/Introduction

The City of Flagstaff is requesting text and map amendments to improve the integration of active transportation in the Flagstaff Regional Plan 2030. The minor plan amendment will add more detail to Chapter X Transportation with the intent of ensuring consistent interpretation of terminology and to provide more detail on the desired pedestrian and bicycle circulation system.

B. Proposed Amendment

The proposed amendment would change the text of Chapter X Transportation in the following ways:

1. Add information on context sensitive solutions, complete streets, implementation of the 6 Es of walking and biking and long-term maintenance to the Quality Design section.
2. Replace existing descriptions and add more detail on walking infrastructure (specifically sidewalks, crossings and intersections, universal design and accessibility, the Flagstaff Urban trail System, regional open space access and electric and micromobility devices) to the Pedestrian Infrastructure section.
3. Replace existing descriptions and add more detail on bicycling infrastructure and bikeways to the Bicycle Infrastructure section.
4. Add a call out box on Regional Trails including the Flagstaff Trails initiative, the Arizona National Scenic Trail, and the Flagstaff Loop Trail.

The amendment proposes to replace Map 26: Flagstaff Urban Trail System with the following maps:

1. Map 26a: Existing and Missing Sidewalks
2. Map 26b: Bikeways by Class
3. Map 26c: Enhanced and Grade Separated Crossings
4. Map 26d Existing and Planned FUTS Trails
5. Map 26e: Forest Access and Trailheads

No changes to the goals and policies of Chapter X Transportation are proposed and this amendment does not change area or place types of the Future Growth Illustration.

II. Impact Analysis

i. It has been determined that the amendment will have no measurable impact on water and sewer services, stormwater management, housing, fire preventing, building safety or public parks and open space.

ii. A Traffic Impact Analysis (TIA) was not required because the Minor Regional Plan Amendment is not associated with a development application. However, Engineering staff did conduct a qualitative review of the application and determined that many of the items identified in the approach will require changes to Engineering Design Standards and Specifications to fully implement. It is recommended that the standard road sections in the Engineering Design Standards and Specifications, and the associated Roadway Classification Map be considered as next steps to implementing the plan amendment.

III. Minor Plan Amendment Findings

An application for a Minor Regional Plan Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation is based on an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; a description of anticipated community benefits; cumulative impacts; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

A. Regional Plan Conformance:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Minor Regional Plan Amendment. These goals and policies are located in an attachment to this report and within the City's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Accessibility

Growth Areas and Land Use, Transportation Chapters

Accessibility is the topic of meeting the needs of all users of the transportation system through universal design. This amendment adds an explicit section describing the principles of universal design and accessibility on page X-12, which will improve implementation of the existing policies.

b. Compact Development, Context Sensitive Solutions and Placemaking

Growth Areas and Land Use, Transportation, Public Buildings, Services, Facilities and Safety, and Community Character Chapters

Compact development is fundamental to all the growth policies of the Flagstaff Regional Plan (described in detail on page IX-16). One of the listed reasons for this focus is "Appropriate multi-modal thoroughfare design." Additional language in the Quality Design section of Chapter X Transportation provides a definition of context sensitive solutions and complete streets in support of compact development that supports walking

and biking and therefore access to transit, consistent with the goals and policies that support compact development and placemaking. Creating a better understanding of human-scale features in the built environment is also supported by the additional context in pedestrian infrastructure and bicycling infrastructure.

c. Bicycling, Walking/Pedestrian Environment and Complete Streets

Growth Areas and Land Use, Transportation, Open Space, Neighborhoods, Housing, and Urban Conservation, and Community Character Chapters

Significant detail is added to the Flagstaff Regional Plan concerning the topic of walking, bicycling and complete streets because of this amendment. Prior to the amendment, the relevant concepts were included in the goals and policies with a very limited description of their intent. In addition, the only map describing desired bicycle and pedestrian infrastructure was the Flagstaff Urban Trail System. Expanding the descriptions and mapping of bikeways, crossings, sidewalks, trail access points and other bicycle and pedestrian infrastructure will increase the consistent implementation of the existing goals and policies that support complete connected places that provide for the mobility and safety of all modes as demonstrated through multiple chapters of the Flagstaff Regional Plan.

d. Circulation, access, and connectivity

Growth Areas and Land Use, Transportation, Open Space, Water Resources, and Community Character Chapters

The pattern of streets in the community, and the resulting pedestrian and bicycle grid, is an important determinant for the success of the pedestrian and bicycle environment. The Flagstaff Regional Plan already includes desired block sizes for many areas and place types and provides for a complete vehicular circulation system through Map 25: Road Network Illustration. Maps 26a, 26b, and 26c add detail to what is needed to make those same systems complete in terms of access and circulation for bicycles and pedestrians. Increasing the level of detail provided on these types of infrastructure raises their profile in the plan and ensures more consistent implementation of the associated goals and policies.

e. Climate change, environmental sustainability, energy efficiency, renewables

Environmental Conservation, Energy, Transportation Chapters

In Flagstaff, the transportation sector accounts for 30 percent of greenhouse gas emissions, which is a major focus of the 2021 Carbon Neutrality Plan implementation strategies. Goal E&C.2. calls for the Flagstaff community to achieve carbon neutrality by 2030. Promoting walking and biking, and reducing reliance on single occupant vehicle use, will help reduce fossil-fuel consumption and improve the region's air quality. The amendment also directly implements Policy E&C.2.3 by presenting a roadmap, clear actions, and guidelines to achieving this objective.

f. Public support and relationships, city financing/funding, and government coordination

Transportation, Cost of Development, Public Buildings, Services, Facilities and Safety, Growth and Land Use, Economic Development Chapters

This amendment will create new funding and grant opportunities for pedestrian and bicycling infrastructure in the City of Flagstaff. Clear direction and prioritization in these areas will also allow staff to create more robust intergovernmental partnerships, like those that created the Flagstaff Trails Initiative, which can support expanded funding and resident and recreational use of the bicycle and pedestrian networks. The plan amendment itself does not have any impact on funding; however, the plan is considered when the City Council is evaluating requests for the acceptance or abandonment of public rights of way, parks, and open space. It is also considered when creating and reviewing the city's capital improvements plan as both processes have a finding of conformance with the goals and policies of the Flagstaff Regional Plan. The Regional Plan can also provide guidance for complementary private sector investments. The additional details in Chapter X Transportation can add information to these considerations and processes.

g. Recreation and tourism, parks, and open space

Transportation, Recreation, Economic Development Chapters

Goal REC.1 and ED.6.1 are integrated indirectly into the proposed amendment. Increased trail accessibility supports the City's quality of life by creating non-motorized access to parks and open spaces for more residents and increasing the equity in that accessibility. In turn, this also supports the regions eco- and adventure-based tourism opportunities and supports the tourism industry. These goals and policies are also offered greater opportunities for funding through public-non-profit relationships such as those with the Flagstaff Biking Organization, the Flagstaff Trails Initiative, and the Arizona Trail Association.

B. Community Benefits

Community benefits from the proposed plan amendment beyond the goals and policies of the Flagstaff Regional Plan include:

- Consideration of emerging technology and micromobility in creating carbon neutral transportation options
- Public health benefits from the increase in activity for individuals and households
- Opportunities to decrease the number of bicycle and pedestrian accidents by creating greater separation and updated design standards that could result from plan implementation

C. Cumulative Impacts

The cumulative impacts of adopting the plan amendment are anticipated to positively influence the City's ability to reach its carbon neutrality objectives and active transportation goals. Cumulatively, there will be additional upfront costs to create the desired transportation network, which may be later recaptured in decreased transportation costs for households and better public health outcomes. These costs may be passed on to new residents and consumers through increased costs in housing and developed real estate.

V. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Regional Plan Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, and mailing a notice to interested parties registered with the Planning and Development Services Department. In addition, a notification was sent to other jurisdictions as required in Flagstaff City Code Section 11-10.10.020.G.

The city staff will be holding two virtual public review meetings during the Pedestrian and Bicycle Advisory Committee Meetings on Thursday, September 1, 2022, and at the Transportation Commission meeting on Wednesday, September 7, 2022. Both meetings included a formal presentation followed by a question-and-answer session. These meetings were advertised with the required public hearings.

RECOMMENDATION:

Staff believes that the proposed Minor Regional Plan amendment is in substantial conformance with the required finding.

Planning and Zoning Commission recommended that the City Council approve the minor regional plan amendment with a condition to update Map 26e for information errors.

Note: In reviewing the maps for the Planning and Zoning condition, additional display errors were found on Map 26b. These errors are corrected in the Exhibits to the resolution for the minor regional plan amendment.

Attachments:

- Application
- Waiver letters
- Legal notice of public hearings
- List of goals and policies evaluated
- Proposed Plan Amendment with track changes
- Proposed Plan Amendment

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	**Application for Zoning Map Amendment and/or Minor Regional Plan Amendment**	File Number

Property Owner(s) / Title	Phone	Email
Alax Pucciarelli, acting planning director	928 213 2640	apucciarelli@flagstaffaz.gov
Mailing Address		**City, State, Zip**
City of Flagstaff | 211 W Aspen Ave | Flagstaff, AZ 86001		
Applicant(s) / Title	**Phone**	**Email**
Martin Ince, multimodal transportation planner	928 213 2685	mince@flagstaffaz.gov
Mailing Address		**City, State, Zip**
City of Flagstaff | 211 W Aspen Ave | Flagstaff, AZ 86001		
Project Representative) / Title	**Phone**	**Email**
Martin Ince, multimodal transportation planner	928 213 2685	mince@flagstaffaz.gov
Mailing Address		**City, State, Zip**
City of Flagstaff | 211 W Aspen Ave | Flagstaff, AZ 86001		

Requested Review ☐ Zoning Map Amendment ■ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
--	--	--
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
--	--	--

Existing Use	Proposed Use
--	--

Property Information: NA

☐ 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?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
--	--

Property Owner Signature(required)	Date:	Applicant Signature	Date:
A Pucciarelli	9.14.21	Martin Ince	9-14-2021

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

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

Goals and Policies evaluated for the proposed Active Transportation Minor Plan Amendment

Accessibility

Growth Areas & Land Use

- Policy LU.12.10. Seek opportunities to improve ADA accessibility in downtown.

Transportation

- Policy T.1.3. Transportation systems are consistent with the place type and needs of people.
- Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including the young, elderly, mobility impaired, pedestrians, and bicyclists.
- Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.
- Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.
- Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Compact Development, Context Sensitive Solutions and Placemaking

Growth Areas & Land Use

- Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.
- Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
- Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.
- Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation
- Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.
- 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 LU.5.7. Encourage the placement of institutional and civic buildings centrally within a neighborhood to promote walkability and multi-use recreation spaces.
- Goal LU.6. Provide for a mix of land uses.
- Policy LU.10.1. Prioritize connectivity within all urban neighborhoods and activity centers.
- Policy LU.10.7. Invest in infrastructure and right-of-way enhancements that favor the pedestrian and transit as an incentive for private investment in urban neighborhoods and activity centers.
- Policy LU.10.10. Future urban activity centers and neighborhoods are designed based on gridded street systems, considering constraints on connectivity, such as topography, the railroad and highways.
- Policy LU.12.1. Invest in downtown's streets and sidewalks so that they remain Flagstaff's premiere public spaces.
- Policy LU.12.4. Incorporate liner buildings and larger mixed-use projects into parking facilities.

- Policy LU.13.3. Consider retro-fitting suburbs for walkability and mixed-use
- Policy LU.13.6. Include a mix of uses and access to surrounding neighborhoods in new suburban commercial development
- Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.
- Policy LU.18.5. Plan for and support multi-modal activity centers and corridors with an emphasis on pedestrian and transit friendly design.
- Policy LU.18.15. Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural and man-made barriers like terrain or the interstate, road networks, and existing development patterns.
- Policy LU.18.16. Adopt traffic regulations to increase awareness of pedestrian-oriented design for activity centers.
- Policy LU.18.18. New development within existing activity centers should enhance the existing street pattern to meet the goals and policies of the Regional Plan related to connectivity and complete streets.
- Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.

Transportation

- Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.
- Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.
- 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.

Public Buildings, Services, Facilities, & Safety

- Policy PF.2.1. Prioritize infrastructure upgrades to encourage redevelopment and infill and meet land use goals.

Community Character

- Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.
- Policy CC.1.2. Continue to define and further develop the community character by incorporating the natural setting into the built environment at all design scales.
- Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.
- Policy CC.2.1. Actively locate, identify, interpret, and preserve historical, archaeological, and cultural resources, in cooperation with other agencies and non-governmental organizations, as aspects of our society for future generations to retain, understand, and enjoy their cultural identity.
- Policy CC.5.3. Encourage the integration of art into public and private development projects.

Neighborhoods, housing, and urban conservation

- Policy NH.4.6. Consider and integrate public transportation when possible in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.

Economic Development

- Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.
- Policy ED.7.4. Invest in attractive community gateways, main corridors, and public spaces to draw the business and workforce the region desires.

Bicycling, Walking/Pedestrian Environment and Complete Streets

Community Character

- Policy CC.4.1. Design streetscapes to be context sensitive and transportation systems to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs.
- Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.
- Policy CC.5.4. Complete sidewalks and Flagstaff Urban Trails System connections for all schools, community colleges, and university campuses.

Growth Areas & Land Use

- Goal LU.12. Accommodate pedestrians, bicyclists, transit riders, and private cars to supplement downtown's status as the best-served and most accessible location in the region.
- Policy LU.12.9. As defined in the FUTS Master Plan, include trail access points, bicycle parking, and bicycle facilities.
- Policy LU.15.4. Accommodate safe and convenient walking, biking, and transit facilities in existing and proposed employment centers.
- Policy LU.18.5. Plan for and support multi-modal activity centers and corridors with an emphasis on pedestrian and transit friendly design.
- Policy LU.18.15. Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural and man-made barriers like terrain or the interstate, road networks, and existing development patterns.
- Policy LU.18.18. New development within existing activity centers should enhance the existing street pattern to meet the goals and policies of the Regional Plan related to connectivity and complete streets.
- Policy LU.18.20. Major streets in urban activity centers should have urban-form buildings with their primary pedestrian entrances facing the major street.
- Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.

Transportation

- Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.
- Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.
- 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.

- Policy T.2.2. Consider new technologies in new and retrofitted transportation infrastructure.
- Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

- Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.
- Policy T.6.1. Expand recognition of bicycling as a legitimate and beneficial form of transportation.
- Policy T.6.3. Educate bicyclists and motorists about bicyclist safety through education programs, enforcement, and detailed crash analyses.
- Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.
- Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.
- Policy T.6.6. Integrate policies to increase bicycling and meet the needs of bicyclists into all relevant plans, policies, studies, strategies, and regulations.

Neighborhoods, housing, and urban conservation

- Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.

Circulation, access, and connectivity

Community Character

- Policy CC.5.4. Complete sidewalks and Flagstaff Urban Trails System connections for all schools, community colleges, and university campuses.

Open Space

- Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.
- Policy OS.1.4. Use open space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.

Growth Areas & Land Use

- Policy LU.2.1. Design new neighborhoods that embody the characteristics of Flagstaff's favorite neighborhoods – that is, with a mix of uses, a variety of housing types and densities, public spaces, and greater connectivity with multimodal transportation options.
- Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.
- Policy LU.3.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces, and connectivity as the structural framework for development.
- Policy LU.10.1. Prioritize connectivity within all urban neighborhoods and activity centers.
- Policy LU.10.2. Support on-street parking, shared lots, and parking structures.
- Policy LU.12.2. Create a downtown parking strategy plan that continues to utilize and improve upon on-street parking, public parking lots and garages, and shared all parking options.
- Policy LU.12.3. Locate public and private parking facilities, lots, and garages carefully, screening parking from streets, squares, and plazas.
- Policy LU.12.5. Maintain rear alleys for access to mid-block parking spaces to provide an out-of-sight location for utility equipment, and to allow the fronts of buildings to be free of driveways and parking garage entrances.
- Policy LU.12.6. Revise parking regulations to encourage shared parking between various uses within existing structures.
- Policy LU.12.7. Provide multiple routes and pathways for vehicular and pedestrian movement.

- Policy LU.12.8. Provide for strong connections from the Flagstaff Medical Campus to the Northern Arizona University campus via pedestrian paths, bicycle connections, streets, and transit service.
- Policy LU.12.9. As defined in the FUTS Master Plan, include trail access points, bicycle parking, and bicycle facilities.
- Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods
- Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, and neighborwoods.
- Policy LU.14.4. Connect rural neighborhoods using roads, trails (equestrian, foot, and bicycle), and public access to the National Forest.

- Policy LU.17.1. Enhance connectivity and coordinated planning efforts with neighborhoods contiguous to special planning areas.
- Policy LU.18.19. New development in future activity centers should create street patterns that implement the characteristics of urban and suburban place-making within a functional transportation system that minimizes dead ends and offset street and driveway connections.
- Policy LU.19.4. Balance automobile use, parking, bicycle access, while prioritizing pedestrian safety along all corridors.

Transportation

- Goal T.1. Improve mobility and access throughout the region.
- Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.
- Policy T.1.4. Provide a continuous transportation system with convenient transfer from one mode to another.
- Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.
- Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.
- Policy T.1.8. Plan for development to provide on-site, publicly-owned transportation improvements and provide adequate parking.
- Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.
- Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.
- Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.
- Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.
- Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails
- Policy T.7.5. Incorporate adopted plans and policies for non-motorized and public transportation in the permitting process for all development or land use proposals, including provisions for efficient access and mobility, and convenient links between pedestrian, bicycle, and transit facilities.
- Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.
- Policy T.9.1. Seamlessly integrate passenger rail with other travel modes including connectivity and operational improvements to the downtown passenger rail station and surroundings.
- Policy T.9.4. Increase the number of grade-separated railroad crossings.

- Policy T.10.2. Improve multimodal access and service to and from the airport including transit, bicycle, and parking services.

Water Resources

- Policy WR.5.2. Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.

Climate change, environmental sustainability, energy efficiency, renewables

Environmental Conservation

- Goal E&C.1. Proactively improve and maintain the region's air quality.
- Goal E&C.2. Achieve carbon neutrality for the Flagstaff community by 2030.
- Policy E&C.2.1. Encourage the reduction of energy and material consumption.
- Policy E&C.2.2. Promote investments that create a connected and efficient community, decrease emissions from transportation and building energy, and strengthen climate resiliency.
- Policy E&C.2.3. Review and revise existing regulations, standards, and plans (codes, ordinances, etc.) to reduce community greenhouse gas emissions.

- Policy E&C 2.4. Promote developments that help the community achieve carbon neutrality through strategies that reduce the project's emissions from transportation, energy, and consumption.
- Goal E&C.3. Prepare Flagstaff's community systems and resources to be more resilient to climate change impacts, and address climate change in a manner that prioritizes those most impacted and ensures the costs and benefits of climate adaptation and mitigation are equitably distributed.
- Policy E&C.3.5. Improve the ability of vulnerable community members to adapt and thrive amidst the pressures of climate change.
- Policy E&C.3.6. Commit to equitably distribute the burdens and benefits of climate action policies and investments to all segments of the community

Energy

- Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation:
  - Public transportation
  - Bicycles
  - Pedestrians

Transportation

- Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.
- Policy T.3.1. Design and assess transportation improvement plans, projects, and strategies to minimize negative impacts on air quality and maintain the region's current air quality.
- Policy T.3.2. Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.
- Policy T.3.5. Design transportation infrastructure that implements ecosystem-based design strategies to manage stormwater and minimize adverse environmental impacts.
- Policy T.3.6. Seek to minimize the noise, vibration, dust, and light impacts of transportation projects on nearby land uses.
- Policy T.3.7. Design transportation infrastructure to mitigate negative impacts on plants, animals, their habitats, and linkages between them.

- Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.

Public support and relationships, city financing/funding, and government coordination

Transportation

- 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.
- Policy T.11.1. Maintain the credibility of the regional transportation planning process through the application of professional standards in the collection and analysis of data and in the dissemination of information to the public.
- Policy T.11.2. Approach public involvement proactively throughout regional transportation planning, prioritization, and programming processes, including open access to communications, meetings, and documents related to the Plan.
- Policy T.11.3. Include and involve all segments of the population, including those potentially underrepresented such as the elderly, low-income, and minorities.
- Policy T.11.4. Attempt to equitably distribute the burdens and benefits of transportation investments to all segments of the community.
- 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.

Cost of Development

- Goal CD.1. Improve the City and County financial systems to provide for needed infrastructure development and rehabilitation, including maintenance and enhancement of existing infrastructure.
- Policy CD.1.1. At the City level, provide a regular analysis of funding and financing policy alternatives needed for infrastructure development and rehabilitation.
- Policy CD.1.2. Work collaboratively with private and non-profit economic development groups to provide for the most efficient and effective use of public and private development dollars.
- Policy CD.1.5. Require that new development pay for a fair and rough proportional share of public facilities, services, and infrastructure.

Public Buildings, Services, Facilities, & Safety

- Policy PF.2.5. Pursue cooperative and coordinated planning between government jurisdictions, agencies, educational institutions, non-profits, and private service providers.

Growth Areas & Land Use

- Policy LU.1.4. Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.

Economic Development

- Policy ED.1.2. Steadily improve access to easily understandable public information.

Recreation and tourism, parks, and open space

Recreation goals and policies

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

Policy Rec.1.3. Coordinate City, County, and Forest Service recreational planning to best serve the community

Policy Rec.1.5. Incorporate sustainable building and maintenance technologies and universal design into parks and recreation facilities.

Transportation

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

Economic Development

Policy ED.6.1 Support and promote the diversification and specialization of the tourism sector, with heritage-, eco-, and adventure-tourism.

Open Space

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

NOTICE OF PUBLIC MEETINGS/HEARINGS

Proposed minor amendment to the Flagstaff Regional Plan 2030

NOTICE IS HEREBY GIVEN that the City of Flagstaff will hold a series of public meetings and hearings, at the locations and dates listed below, to consider a proposed minor amendment to the Flagstaff Regional Plan 2030 for active transportation (walking and biking)

The amendment proposes the following additions and revisions to the Transportation Element (Chapter X) of the Flagstaff Regional Plan:

- New and updated text regarding walking, bicycling, and trails
- Additional definitions for bikeways, enhanced crossings, forest access, grade-separated crossings, singletrack trails, and trailheads
- Five new maps to replace Map 26 Flagstaff Urban Trails System, which depict sidewalks, bikeways, crossings, FUTS trails, and forest access

The revisions are proposed in conjunction with the draft Active Transportation Master Plan, which will serve as a guide for enhancing walking and biking in Flagstaff. Approval of the draft Active Transportation Master Plan will be considered at meetings listed below.

For additional information about the proposed minor Regional Plan amendment or the Active Transportation Master Plan, visit www.flagstaff.az.gov/atmp

Contact

Martin Ince Multimodal Transportation Planner
928 213 2685 mince@flagstaffaz.gov

Interested persons may file comments in writing regarding the proposed amendment or be heard at the meeting and hearing dates herein set forth.

Public meeting and hearing dates, times and locations are as follows:

Pedestrian and Bicycle Advisory Committees

Public review meeting
Thursday, September 1, 2022 | 4:30 pm
Flagstaff City Hall | 211 W Aspen Ave

Transportation Commission

Public review meeting
Wednesday, September 7, 2022 | 4:00 pm
Flagstaff City Hall | 211 W Aspen Ave

Planning and Zoning Commission

Public hearing
Wednesday, September 14, 2022 | 4:00 pm
Flagstaff City Hall | 211 W Aspen Ave

Flagstaff City Council

Public hearing
Tuesday, October 4, 2022 | 3:00 pm
Flagstaff City Hall | 211 W Aspen Ave

All Commission meetings will be conducted in accordance with the procedures posted on their agenda. The City Council hearing will be online and in person. For online links and information on attending meetings and hearings, go to www.flagstaff.az.gov/atmp

COMMUNITY DEVELOPMENT

MEMORANDUM

Date: January 13, 2022

To: Michelle McNulty, Planning Director
From: Sara Dechter, AICP, Comprehensive Planning Manager

Subject: Request for waiver of submittal requirements for a Minor Regional Plan Amendment for the Active Transportation Master Plan

---

The memo serves as a formal request for approval of a waiver for several submittal requirements in conjunction with the application for a Minor Regional Plan Amendment for the Active Transportation Master Plan.

The purpose of a plan amendment application is to allow decision makers to conduct a proper evaluation of the proposed changes and their potential impacts to the future of the community. The requirements for such applications are typically intended for amendments for a particular property and often precede an application for rezoning. In this case, the proposed minor plan amendment is applicable community-wide and not specific to an individual parcel or site.

In order to facilitate transparent and clear communication, we request a waiver for the items listed below from the application checklist. It is our belief that these items do not contribute to decision making, and can be excluded based on the following rationale:

- No property-specific changes to zoning or land use are proposed
- The proposed minor plan amendment has community-wide applicability
- The ATMP is a city-wide master plan that will complete design work through future development cases and capital projects

Waived submittal requirements

The following items from Section 11-10.10.020 (H) General Plan Amendment Submittal Requirement of Flagstaff City Code will not be required as part of the Minor Regional Plan Amendment for the Active Transportation Master Plan:

2. An analysis of the site in terms of its physical characteristics, surrounding uses within one thousand (1,000) feet of the subject property, and the existing character of the area.

3. A land use analysis providing information about the proposed development, plans for any exception parcels, and a land use compatibility analysis.

    b. Existing land use plan and proposed land use plan
    c. Proposed residential unit count, density, and anticipated housing mix
    d. Proposed development phasing and timing
    g. Land use buffering techniques
    h. Incompatibility issues and proposed solutions

4. A detailed narrative that shall include at a minimum the following:

    b. Legal description of the parcel
    c. Site acreage
    e. Statement of current zoning, and proposed zoning if applicable

The items listed above from Section 11-10.10.020 (H) General Plan Amendment Submittal Requirement of Flagstaff City Code are not required as part of the application for a Minor Regional Plan amendment in conjunction with the Active Transportation Master Plan

Michelle McNulty, Planning Director — Date 01/11/2022

TRANSPORTATION



Future land use patterns and transportation systems must be closely planned together because transportation right of way is the most heavily used and experienced public space; network design influences whether an area can be urban, suburban, or rural; and because streetscapes contribute strongly to community character.

The primary goals of the regional transportation system are to:

- Improve the mobility of people and goods
- Provide choices to enhance the quality of life
- Provide infrastructure to support economic development
- Protect the natural environment and sustain public support for transportation planning efforts.

In order to meet these goals, this chapter promotes:

- Safety
- Context-sensitive solutions
- Complete streets
- The integration and connectivity of transportation systems
- Efficient system management and operation, and
- Improvements to existing inter-modal transportation systems.

This chapter addresses the everyday need to move about the community. Individual transportation modes are addressed starting with pedestrians - the smallest scale - and growing to rail and car.

Inside this Chapter:

How We Get Around	X-2
Mobility and Access	X-6
Safe and Efficient Multimodal Transportation	X-8
Environmental Considerations	X-8
Quality Design	X-9
Pedestrian Infrastructure	X-10
Bicycle Infrastructure	X-11
Transit	X-14
Roads and Corridors	X-18
Passenger Rail and Freight	X-20
Air Travel	X-20
Public Support for Transportation	X-21

Arizona Revised Statutes Section § 9-461.05.E.3 requires the circulation element of this Plan to include recommendations concerning setback requirements, street naming, and house and building numbering. These are included in various Titles of the City Code, including Title 10 (Zoning Code), the City *Engineering Design Standards and Specifications,* and Title 4 (Building Regulations).

Our Vision for the Future

In 2030, people get around to where they need to be in an efficient and safe manner, and more people ride the bus, their bikes, and walk, reducing emissions and increasing health.

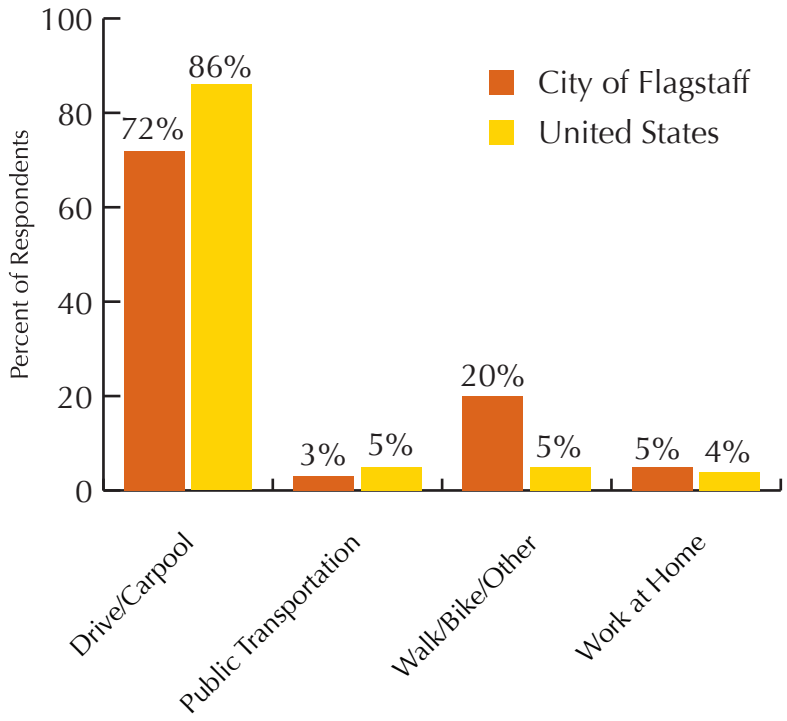
How We Get Around

Automobiles are the dominant form of transportation throughout the region, and the area is served by an extensive network of roads and streets, as illustrated on Map 25.

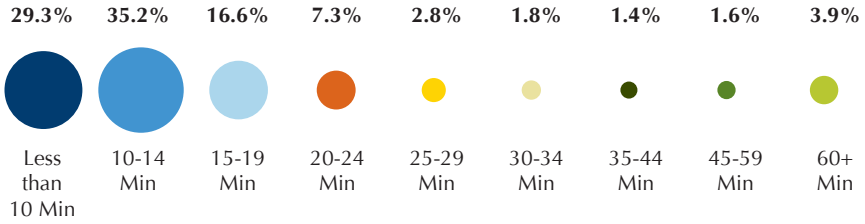
In addition to roadways, we are also nationally recognized for our walking, bicycling, and transit systems. Journey-to-work data and a local trip diary survey show our region is above national averages for using these travel modes. Nationally, survey data show that in 2011, 86 percent of workers traveled to work by car, truck, or van, while only 72 percent of workers in Flagstaff got to work this way. Conversely, 20 percent of workers in Flagstaff walked, biked, or used other means of transportation compared to only five percent nationwide.

Capitalizing on these successes is important, because within the complex relationships between transportation and land use is the simple concept that how and where we live influences how we travel. Put another way, travel choice options and investments depend on land use and community character. Local and national research indicates that neighborhoods integrating housing, shops, employment, and other uses in a compact, well-designed way can increase personal mobility while reducing vehicle congestion. Alternatively, jobs and housing located far apart, and connected only by highways or freeways, result in long commutes by car, require expensive real estate to accommodate automobiles, and inhibit or prevent use by other modes.

How We Get to Work



Journey to Work
Trip Length in City of Flagstaff



SOURCE: U.S. Census Bureau, 2011 American Community Survey 1-Year Estimates

It is critical that we manage our region's transportation supply and demand. Surveys show that average trip lengths are decreasing, saving residents time and money. Census survey data indicate that in 2011, a majority of Flagstaff's workers (nearly 65 percent) get to work in 14 minutes or less, with nearly 30 percent under ten minutes.

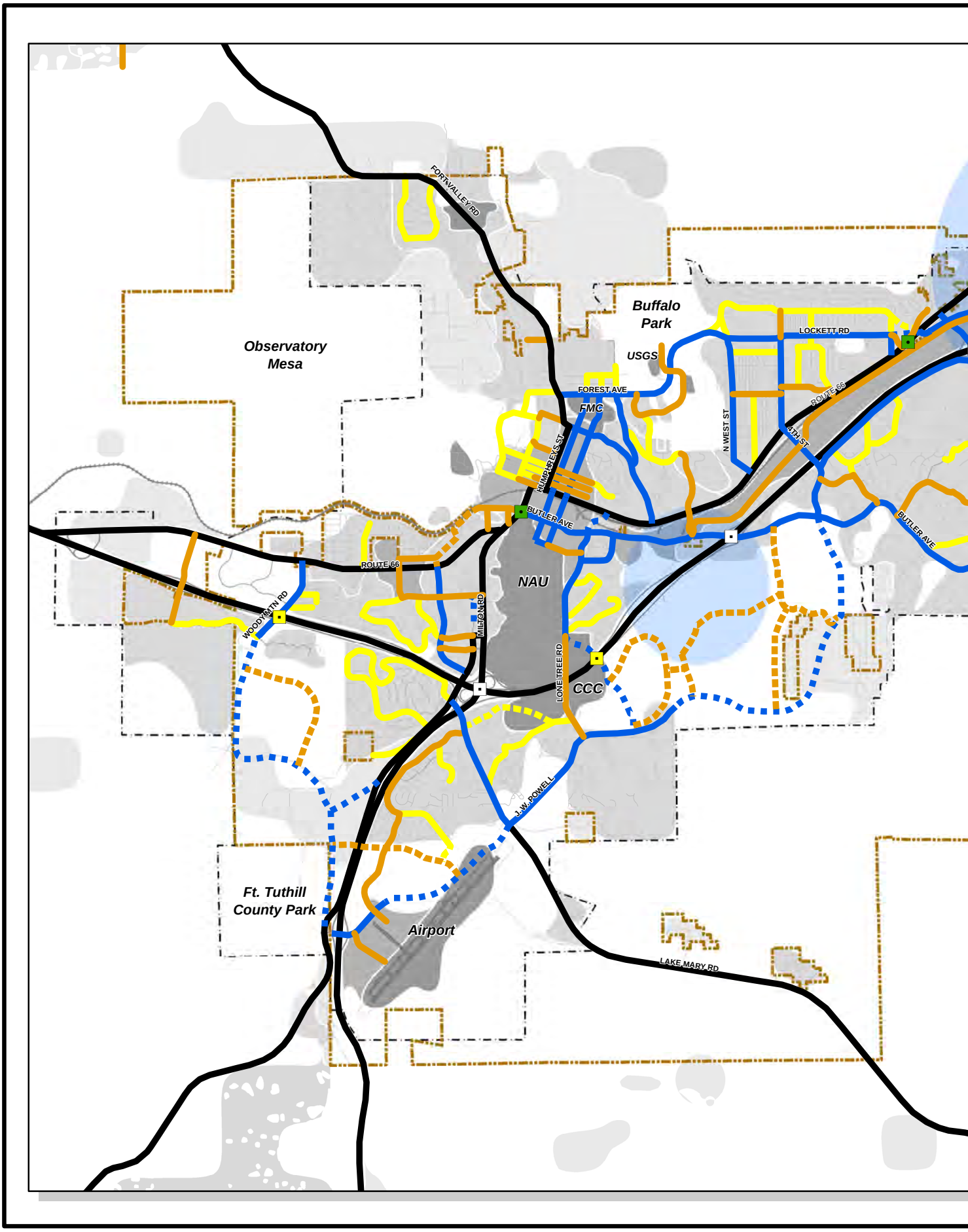
This positive trend will continue if the majority of future residential development is located near places of employment and shopping, where trips will be shorter and can be effectively served by transit or other modes. Daily vehicle trips will grow faster than population due to increases in daily travel by visitors and tourists. Flagstaff will continue to serve as the primary economic center for a growing north-central Arizona region. There will also be increases in through-traffic on the state highways, including truck traffic. These "external" trips are largely beyond regional control, impact regional infrastructure, and are not as likely to use other modes of travel.

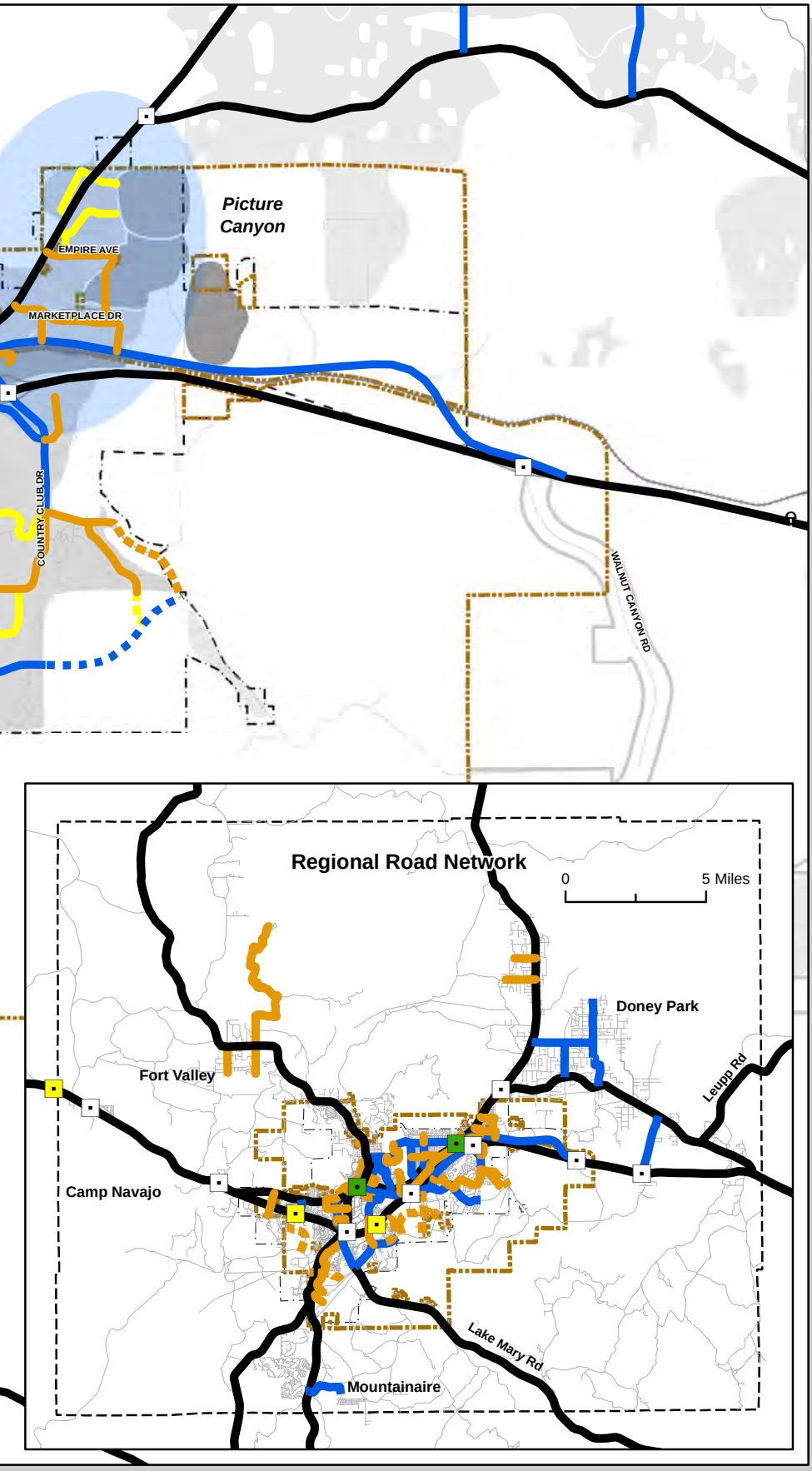
Finally, we can influence the supply of new or wider roads, better road connectivity, bicycle and pedestrian facilities, and hours of transit service. Shifting travelers from cars to transit, bicycle, and pedestrian modes improves overall system performance; there will be less traffic for those who drive cars. Providing for this shift does not present the same construction costs, constructability challenges, and long-term maintenance issues as building new roads or widening existing roads especially in light of the challenges posed by terrain, Interstates 17 and 40, the railroad, and existing development patterns. Implementing Complete Street Guidelines enables safe use by all modes and by travelers of all ages and abilities as it becomes easier to cross the street, walk to shops, bicycle to work or school, or take the bus. Participation in the community becomes more inclusive, diverse, and engaging. Analysis of the growth alternatives revealed that compact growth with a strong mix of roads, transit, bicycle and pedestrian services has the most favorable impact on overall travel time.



Illustration of a complete street

Photo credit: CompleteStreets.org


FORT VALLEY RD
Observatory Mesa
Buffalo Park
USGS
LOCKETT RD
FOREST AVE
FMC
HUMPHREYS ST
N WEST ST
ROUTE 66
66TH ST
BUTLER AVE
BUTLER AVE
ROUTE 66
NAU
WOODY MTN RD
MILTON RD
LONE TREE RD
CCC
J.W. POWELL
Ft. Tuthill County Park
Airport
LAKE MARY RD



Map 25:
ROAD NETWORK ILLUSTRATION

- **Major Improvement**
- **New Interchange**
- **Existing Interchange**

Road Corridors

Commercial Corridors

- Regional Travel
- Circulation
- Future Circulation
- Access
- Future Access

Residential Corridors

- Residential Access
- Future Residential Access

- **Identify Road Network Solutions through Future Study**
- **City of Flagstaff**
- **Urban Growth Boundary**
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As amended November 15, 2018

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS

Mobility and Access

The region's transportation system strives to improve mobility and access for people and goods by providing efficient, effective, convenient, accessible, and safe transportation options. The focus is on moving people. Economic development, community character, and environmental and health objectives will be advanced with a multi-modal system inclusive of roads and streets, transit routes, bicycle lanes, trails, and sidewalks.

Level of Service

This Plan's goals and policies for mobility and access include using the urban, suburban, and rural context to prioritize uses within the entire right-of-way (from back of sidewalk to back of sidewalk) and to set level of service standards. Whereas measures for vehicular levels of service are well established, multimodal (bicycle, pedestrian, transit) levels of service will require further research and adaptation to Flagstaff regional conditions. Each type of road or street has a use priority that is stratified based on context and expected desirability and activity level for each mode. Use the tables to decide what features to enhance and what features to moderate when right-of-way is scarce or when different uses hinder the functionality of each other. For example; on a suburban arterial, the efficient movement of automobiles (the high use priority), may not allow the space necessary to also park on the street (the low use priority).

The tables also describe relative levels of service for each mode with high (H), medium (M), and low (L) set for expectations of service. The service standards for automobiles apply to intersections and for all other modes, apply the area-place type on the Future Growth Illustration. These service levels are calibrated to the goals and policies of the area-place types. For instance, in urban activity centers, a higher level of automobile congestion is expected as a trade-off for safer and more comfortable pedestrian environment. Level of service standards in the *Engineering Design Standards and Specifications* are needed for pedestrian, bicycle, and transit operations. For the pedestrian and bicycle modes, the standards should go beyond space available on the road to include characteristics of the adjacent automobile traffic, density of the network, connectivity, system completeness, and crossings. In the case of transit, considerations of service frequency and bus stop accessibility will also be important.

MOBILITY AND ACCESS GOALS AND POLICIES

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.

Policy T.1.2. Apply Complete Street Guidelines to accommodate all appropriate modes of travel in transportation improvement projects.

Policy T.1.3. Transportation systems are consistent with the place type and needs of people.

Policy T.1.4. Provide a continuous transportation system with convenient transfer from one mode to another.

Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.

Policy T.1.6. Provide and promote strategies that increase alternate modes of travel and demand for vehicular travel to reduce peak period traffic.

Policy T.1.7. Coordinate transportation and other public infrastructure investments efficiently to achieve land use and economic goals.

Policy T.1.8. Plan for development to provide on-site, publicly-owned transportation improvements and provide adequate parking.

URBAN	Use Priority and Level of Service (LOS)									
	Automobiles*		Transit		Bicycle		Pedestrian		Parking	
	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General
Area LOS	n/a	n/a	(H)	(M)	(H)	(H)	(H)	(H)	n/a	n/a
Arterials	M (L)	H (H)	H	H	M	M	H	M	M	M
Collectors	M (M)	M (M)	H	H	H	M	H	H	H	M
Locals	L	M	L	L	H	H	H	H	H	H

SUBURBAN	Use Priority and Level of Service (LOS)									
	Automobiles*		Transit		Bicycle		Pedestrian		Parking	
	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General
Area LOS	n/a	n/a	(H)	(M)	(H)	(M)	(H)	(M)	n/a	n/a
Arterials	H (M)	H (M)	H	H	M	M	M	M	L	L
Collectors	M (M)	M (M)	H	M	H	H	H	H	H	M
Locals	L (H)	L (H)	L	L	H	H	H	H	H	H

RURAL	Use Priority and Level of Service (LOS)									
	Automobiles*		Transit		Bicycle		Pedestrian		Parking	
	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General	Activity Center	General
Area LOS	n/a	n/a	(L)	n/a	(M)	(L)	(M)	(L)	n/a	n/a
Arterials	H (H)	H (H)	L	L	H	M	L	L	H	H
Collectors	H (H)	H (H)	n/a	n/a	H	M	M	M	M	M
Locals	M(H)	M(H)	n/a	n/a	M	M	M	M	M	M

H = High Use Priority
(H) - High LOS

M = Medium Use Priority
(M) = Medium LOS

L = Low Use Priority
(L) = Low LOS

*The H, M, and L ranking show use priority. If the (H), (M), or (L) is in parentheses and it shows a relative level of service. The LOS for the Automobile category is applied at the intersections or street level; therefore, no Area LOS applies. Area LOS for bicycle, pedestrian, and transit modes is evaluated not on a street by street basis but on an area-wide basis. (See Page X-6 for more information)

Consideration of truck traffic is included in the automobile and transit levels of service.

Safe and Efficient Multimodal Transportation

Development of a safe and efficient multimodal transportation system is a priority. Safety, real and perceived, influences mode choice and defines, in part, quality of life. Personal and societal costs due to transportation-related fatalities and injuries are real and significant. Crashes, even fender-benders, contribute significantly to congestion. Strategies, from engineering to education, are needed to improve safety. Efficiencies can be gained in many ways. While this Plan recognizes that private automobiles likely will be the primary mode of trips in the foreseeable future, the percentage of work trips made by single-occupancy vehicles can be reduced through facility improvements and incentive programs that will increase the share of trips using public transit, car and van pools, bicycles, and walking. Increased high-speed internet capacity will also allow for telecommuting and home-based businesses, thus reducing road congestion. Efforts will continue to minimize the duration and severity of peak hour traffic congestion.

The US 180 corridor is unique because the goals of meeting safety and efficiency are complicated by a topographically constrained corridor and heavy weekend traffic during the winter. Therefore, the management of US 180 through cooperative efforts between transportation providers, land use planners, law enforcement departments, and resource management agencies will be necessary. Activities need to include monitoring, operational improvements, public information campaigns, and long-term capital planning which would initially focus on resolving issues within the limits of the existing corridor.

SAFE AND EFFICIENT MULTIMODAL TRANSPORTATION GOALS AND POLICIES

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.

Policy T.2.2. Consider new technologies in new and retrofitted transportation infrastructure.

Policy T.2.3. Provide safety programs and infrastructure to protect the most vulnerable travelers, including the young, elderly, mobility impaired, pedestrians, and bicyclists.

Note: Mobility-impaired includes hearing and sight-impaired persons.

Policy T.2.4. Consider dedicated transit ways where appropriate.

Policy T.2.5. Continue to seek means to improve emergency service access, relieve and manage peak hour congestion, and expand multi-modal options in the US 180 corridor.

Environmental Considerations

The Flagstaff regional transportation system should enhance the character of our community and lessen our impact on our natural surroundings. Whether trekking or trucking, transportation can define how we interact with our environment - our ability to see it, access it, use it, and protect it. Transportation defines space in our built environment. In our natural environment, transportation communicates how we respect the land. Our choice of transportation affects our air and water.

ENVIRONMENTAL CONSIDERATIONS GOALS AND POLICIES

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.

Policy T.3.1. Design and assess transportation improvement plans, projects, and strategies to minimize negative impacts on air quality and maintain the region's current air quality.

Policy T.3.2. Promote transportation systems that reduce the use of fossil fuels and eventually replace with carbon neutral alternatives.

Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.

Policy T.3.4. Actively manage parking, including cost and supply, to support land use, transportation, and economic development goals.

Policy T.3.5. Design transportation infrastructure that implements ecosystem-based design strategies to manage stormwater and minimize adverse environmental impacts.

Policy T.3.6. Seek to minimize the noise, vibration, dust, and light impacts of transportation projects on nearby land uses.

Policy T.3.7. Design transportation infrastructure to mitigate negative impacts on plants, animals, their habitats, and linkages between them.

Policy T.3.8. Promote transportation options such as increased public transit and more bike lanes to reduce congestion, fuel consumption, and overall carbon emissions and promote walkable community design.

Quality Design

The Flagstaff region will pursue quality transportation system design to positively affect our development patterns, physical character, and economic viability. A well-designed street is a joy to travel whether on foot or behind the wheel of a car. Whether road signs or street trees, medians or traffic lights, designers and engineers have a full set of tools to deliver safe, efficient, and enjoyable travel options. Engineering and design standards can be set for all modes appropriate to their urban, suburban, and rural setting. This will achieve expected levels of service and contextual design respectful of the region's unique environmental and cultural heritage, landscape, and viewsheds.

Basic Principles of a Context Sensitive Process

- Design for all road users
- Emphasis on mobility for people and goods
- Legible design
- Equitable streets
- Streets as community places
- Early, continuous involvement of local stakeholders

Context Sensitive Solutions

Context sensitive solutions, or CSS, describes an approach to street design that considers the environment in which the street is located. This means that streets should look and function differently based on where they are located. For example, pedestrian facilities on a downtown street should be more robust than a sidewalk in an industrial area. Likewise, an arterial street through a neighborhood should function differently than a road through a rural area or a bus route. Freight movement, parking, community character, and land uses in the surrounding area can all influence the context for transportation infrastructure. A successful CSS approach must be collaborative, include multiple stakeholders, encourage flexibility in design, avoid one-size-fits-all solutions, and consider community objectives beyond the movement of vehicles.

Complete Streets

A complete streets policy sets a standard that all streets should be designed, operated, and maintained to enable safe access for all users, including pedestrians, bicyclists, drivers, and transit riders of all ages and abilities. A meaningful complete streets policy involves more than just sidewalks, bike lanes, and bus stops; it means that:

- Streets always provide accommodation for all users, even in temporary or interim conditions, as the default.
- Facilities for walking and bicycling are not just present, but functional, comfortable and safe.
- Operation, maintenance, and snow removal accounts for all users, including pedestrians and bicyclists.

The 6 E's of Walking and Bicycling

Planning for walking and biking has traditionally been based around six E's – Engineering, Education, Enforcement, Encouragement, Equity, and Evaluation – that make up a well-rounded, comprehensive approach to pedestrian and bicycle accommodation. Most of the City's efforts have focused on walking and biking infrastructure, which is included in Engineering. However, there is an opportunity and a need to initiate walking and biking programs to better address the other E's as part of a more comprehensive strategy.

QUALITY DESIGN GOALS AND POLICIES

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

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.

Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

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.

Planning for Long Term Maintenance

Maintaining transportation facilities is just as important as building them. Potholes in streets, cracked streets and sidewalks, faded bike lane markings, and eroded FUTS trails discourage their use and can create safety hazards. However, resources needed for maintenance often compete with many other municipal needs, and it can be challenging to make an effective case to decision makers when asking for additional maintenance resources. The first line of defense is to build facilities that are more sustainable and require less on-going maintenance by design. This means that maintenance considerations should be addressed during design, and that individuals or departments who are responsible for maintenance should be part of the design process. Other ways to help manage maintenance obligations include setting priorities so the most important facilities and concerns are addressed first, keeping up-to-date inventories of facilities and conditions, and reviewing maintenance practices for opportunities to find efficiencies and incorporate current
methods.

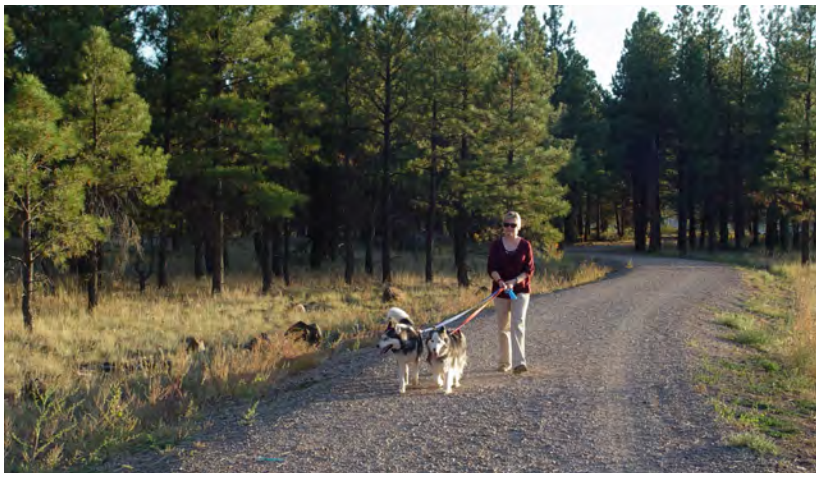






Photo credits: City of Flagstaff

Ten elements of a complete streets policy

1. Vision and intent. Includes an equitable vision for how and why the community wants to complete its streets. Specifies the need to create a complete, connected, network and specifies at least four modes, two of which must be biking or walking.
2. Diverse users. Benefits all users equitably, particularly vulnerable users and the most underinvested and underserved communities.
3. Commitment in all projects and phases. Applies to new, retrofit/reconstruction, maintenance, and ongoing projects.
4. Clear, accountable expectations. Makes any exceptions specific and sets a clear procedure that requires high-level approval and public notice prior to exceptions being granted.
5. Jurisdiction. Requires interagency coordination between government departments and partner agencies on Complete Streets.
6. Design. Directs the use of the latest and best design criteria and guidelines and sets a time frame for their implementation.
7. Land use and context sensitivity. Considers the surrounding community's current and expected land use and transportation needs.
8. Performance measures. Establishes performance standards that are specific, equitable, and available to the public.
9. Project selection criteria. Provides specific criteria to encourage funding prioritization for Complete Streets implementation.
10. Implementation steps. Includes specific next steps for implementation of the policy.

Pedestrian Infrastructure

57% of residents do not believe that motorists should be given priority over pedestrians and cyclists when planning.
– 2010 Community Values Survey

~~Virtually everyone begins and ends each trip as a pedestrian, so making the region walkable makes sense. It is important to our personal and community health. The economy depends on it – most purchases occur on foot. It is the intent of the region to make walking safe, convenient, and comfortable and for more of us, the mode of choice.~~

Walking is the most enduring and universal mode of transport. In Flagstaff, walking is the most robust of the active modes; the percentage of trips in Flagstaff made by walking is significantly higher than for bicycling or transit. Additionally, the percentage of Flagstaff residents who walk to work far exceeds state and national averages and places us in the upper echelon of our peer communities. According to the most recent Trip Diary Survey, one in five respondents (22 percent) made at least one walking trip of at least 600 feet during the 24-hour survey period. In the central part of the City, which includes Downtown, the Southside, and the NAU campus, one-third (33.6 percent) of respondents made at least one walking trip.

Walkability is highly dependent on land use and urban form in addition to complete and comfortable facilities. Because trips are short, walking requires proximity and is supported by density, mixed-use, and compact form. Walkability is also responsive to good urban design; attractive and engaging places are appealing to pedestrians.

Sidewalks

Sidewalks are a basic facility for walking and a fundamental component of a city-wide pedestrian network. City standards, as well as best practices, dictate that sidewalks should be located along both sides of all streets to accommodate pedestrians. Flagstaff has just over 300 miles of sidewalks along public streets, but only about half of Flagstaff's public streets (53 percent) have sidewalks along both sides of the street. Almost a third of public streets (29 percent) have no sidewalks at all. Parkways or furnishing strips, which form a buffer from traffic for pedestrians, are not present on approximately 64 percent of sidewalks.

Crossings and Intersections

The ability to cross a street is as important to the pedestrian and bicycle network as being able to walk or bike along it. There are 10 flashing beacon crossings and 21 existing grade-separated crossings in Flagstaff, including 10 bridges or tunnels that are exclusively for the use of pedestrians and bicyclists. More than 30 percent of major street intersections have limited or inaccessible pedestrian crossings. There are numerous street corridors in Flagstaff that are uncomfortable to cross due to the speed and volume of traffic and the width of the street. The presence of two interstates and the railroad through Flagstaff create significant breaks in pedestrian and bicycle networks. Grade-separated crossings refer to structures that convey pedestrians and bicyclists over or under interstates, railroad tracks, and major roads. Structures can include bridges and tunnels for the exclusive use of pedestrians and bicyclists, as well as street underpasses and overpasses that include facilities for walking and biking. Grade-separated crossings can add significant value to the walking and biking environment by providing access across features that otherwise create barriers in walking and biking networks. Enhanced crossings are those that include any features that help slow traffic, shorten crossing distances, break crossings into parts, increase visibility, or in general make the crossing safer and more comfortable. Enhancements can be used at any crossing location; however they are most beneficial at mid-block and uncontrolled crossings. Combinations of enhanced crossing treatments are most effective and can improve pedestrian crossings on high volume, high speed roadways. Typical treatments include median refuge islands, advanced yield lines, curb extensions, landscape features, pedestrian activated flashing beacons, advance warning signing, and pedestrian-scaled lighting.

Universal Design and Accessibility

Universal design has several guiding principles: Equitable use, Flexibility in use, Simple and intuitive, Perceptible information, Tolerance for error, Low physical effort, and Size and space for approach and uses. Incorporating principles of universal design makes our transportation system, and especially walking and biking facilities, accessible to all people, regardless of age, ability, or situation without the need for special adaptation. Universal design benefits all users of the transportation system, especially children, elderly individuals, people with mobility challenges, those with temporary conditions such as a broken leg or sprained ankle, and parents with strollers. Accessible facilities and universal design also directly support people with disabilities. In Flagstaff, American Community Survey statistics indicate that one out of every 11 residents have some form of disability.

Electric and micromobility devices

Micro-mobility technology is a rapidly evolving category of light-weight individual transportation devices, including electric scooters, e-bikes, electric skateboards, hoverboards, and other personal mobility devices. Electric micro-mobility devices are more efficient, affordable, and accessible than cars, and they represent a low-carbon mode of transportation to replace cars for daily vehicle trips, including commuting and daily errands. These devices provide an exciting opportunity to revolutionize transportation, reducing common barriers to active transportation, broadening the range of people who can participate and reducing car dependency.

Electric micro-mobility devices are already present in our community, and in the coming years they will become more popular as technology advances and a variety of new, electric-powered micro-mobility devices are introduced. The City's challenge will be to encourage the potential mobility benefits of these devices without creating conflicts with pedestrians and bicyclists. There is typically an expectation that new devices will compete for the same space – sidewalks, bike lanes, and FUTS trails – that in many cases is already insufficient for pedestrians and bicyclists. However, as use of these devices expands it suggests a reduction in motor vehicle use, and a reallocation of roadway space currently given to motor vehicles may be needed.

Flagstaff Urban Trails System (FUTS)

The Flagstaff Urban Trails System (FUTS, ~~say~~pronounced like "foots") is a City-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation ~~(refer to Map 26)~~. At present there are just over 5~~0~~8 miles of FUTS trails in Flagstaff. The overall master plan shows about 80 miles of future trails, to complete a planned system of 130 miles. About half of the miles of existing trails are paved, either in concrete or asphalt, while the other half consist of a hard-packed, aggregate surface. FUTS trails are generally 8 or 10 feet wide.

FUTS trails offer an incredibly diverse range of experiences; some trails are located along busy streets, while others traverse beautiful natural places - canyons, riparian areas, grasslands, meadows, and forests - all within the urban area of Flagstaff. The system connects neighborhoods, shopping, places of employment, schools, parks, open space, and the surrounding National Forest, and allows users to combine their transportation needs with recreation, and contact with nature.

~~With a few exceptions, FUTS trails are operated and maintained by the City of Flagstaff.~~ The FUTS system is a critical component of Flagstaff's pedestrian and bicycle networks. FUTS trails that are located along busy streets provide a comfortable alternative to the street, while FUTS that pass through natural areas offer an enjoyable experience for walking and biking and often serve as a shortcut to the street system.

Regional Open Space Access

Regional Open Space or Forest access describes locations around the perimeter of Flagstaff where access to regional open space and the surrounding national forest. There are dozens of locations around Flagstaff that are currently used for access, but few of these include formal trail improvements or have legal rights-of-access. Planning for these locations will help protect and enhance access to the forest regional open space. Locations within the City of Flagstaff are identified on Map 26e.

PEDESTRIAN INFRASTRUCTURE GOALS AND POLICIES

Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.

Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.

Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Bicycle Infrastructure

Our region enjoys a well-deserved reputation as a great place for bicycling. ~~Bicycles are an excellent choice for trips of less than three miles which, depending on one's location, can deliver you to the doorstep of most services and businesses in the City. The FUTS and growing miles of bike lanes allow for even longer trips. The region will continue to invest in on-road and trail facilities for bicyclists and will seek to improve the on-site experience by encouraging employers and business to support better parking, changing rooms, and other facilities. In Davis, California 19 percent of employees bike to work. Flagstaff is holding steady between five and six percent and working to achieve gains.~~ Bicycling as a travel mode presents one of Flagstaff's best opportunities for reducing vehicle trips and increasing the share of trips made by active modes. Bicycles make it possible to travel longer distances, and to carry some cargo as well. Flagstaff's compact size means that most of Flagstaff is contained within a bikeable area, so in theory, most in-town trips could potentially be converted to bicycle trips. In Flagstaff the average trip is a little over four miles in length, and almost 60 percent of all trips are less than five miles in length. This distance is eminently bikeable, provided we can make it comfortable for the average person.

Biking is also a big part of Flagstaff's culture and identity. Flagstaff is becoming a world-class destination for mountain biking, with more than 300 miles of recreational single-track trails in close proximity. Flagstaff also hosts numerous bicycle themed events throughout the year.

There are 97 miles of designated bike lanes in Flagstaff, and another 34 miles of usable shoulders. Bike lanes or shoulders are present on 71 percent of major streets, but there are several major road segments lack bike lanes altogether, including Milton Road, Woodlands Village Boulevard, and Humphreys Street. Many other streets are missing bike lanes for short stretches or at specific locations. In total there are 70 miles of missing bike lanes on major streets. Additionally, bike lanes often end before intersections; a total of 61 major intersections are missing bike lanes on one or more of the approaches to the intersection.

Bikeways

Historically, Flagstaff has accommodated bicyclists with conventional bike lanes on collector and arterial streets, as well as paved FUTS trails along some streets. The bikeways plan introduces a more robust network that include the following features:

- Designed to be low stress and comfortable. A low stress bikeways network is one where most people will feel safe and Comfortable riding a bicycle, regardless of their aptitude. For most people, riding in traffic or on busy streets is a primary source of stress. Consequently, providing an appropriate level of separation from traffic is key to a low stress bikeway network. For streets with moderate volumes and speeds, conventional bike lanes provide dedicated space for bicyclists out of the vehicular travel lane. On streets with high volumes and speeds, bike lanes alone may not be sufficient for most cyclists to feel comfortable, and separated bike lanes, cycletracks, or parallel FUTS trails should be considered. Low stress bikeways appeal to a much broader segment of the population, and as a result, make bicycling more viable as a transportation option.

- Establishes a hierarchy. Bikeways are divided into a hierarchy of four bikeway classes, with primary and secondary bikeways serving as the backbone system of main routes for crosstown and regional bicycle travel. The hierarchy organizes the bikeways system and makes it easier to navigate. The hierarchy also helps guide policies and practices for bikeways; primary and secondary routes are more likely to include separated or higher-level facilities and are considered priority routes for maintenance, snow clearing, sweeping, and closures or detours.

- Includes a variety of facilities. The planned bikeways network is comprised of a variety of facilities, which are categorized based on the extent of separation from traffic and include shared streets like bike routes and bike boulevards, dedicated on-street facilities like bike lanes, and separated facilities such as separated bike lanes, cycletracks, and FUTS trails. The network also includes a variety of intersection and crossing treatments.

- Is comprehensive and cohesive. The plan describes a bikeways system that is comprehensive and cohesive, so anyone can travel conveniently and easily by bicycle to destinations and neighborhoods throughout the community. Routes are designated by number and name to help aid navigation, and a system of wayfinding and directional signs help to pull the system together.

Flagstaff Trails Initiative and the Regional Trails Strategy

The Flagstaff Trails Initiative (FTI) (flagstafftrailsinitiative.org) is a non-profit trail advocacy group that seeks to improve the quality, connectivity and community support for a sustainable trail system in and around Flagstaff. FTI was launched in 2017 as a coordinated, multi-agency effort to prepare a formal, comprehensive recreational trails plan for the region. A planning process was conducted over the next few years, with extensive community involvement and technical assistance through the National Park Service's Rivers, Trails, and Conservation Assistance (RTCA) program. The process was led by the four main trail-managing agencies in the region: the City of Flagstaff, Coconino County, USDA Forest Service, and the National Park Service, and supported by a variety of trail user and advocacy groups, such as Flagstaff Biking Organization, Coconino Trail Riders, R2R Hiking Club, the Coconino Horseman's Alliance, the Sierra Club, and the American Conservation Experience.

The planning process culminated in 2020 with creation of the Flagstaff Regional Trails Strategy. The strategy also identifies almost 100 prioritized recommendations for new trails, realignment of existing trails, connections between trails, adoption or restoration of unauthorized trails, and new or improved trailheads. To advance implementation of the strategy, the four trail-managing agencies signed on to a memorandum of understanding to continue cooperative planning and management of the region's trail system, and FTI was incorporated as a formal advocacy organization.



Photo by: Ben Hicks

Arizona National Scenic Trail

The Arizona Trail is an 800-mile non-motorized trail traversing the diverse landscapes of Arizona from Mexico to Utah. Two segments of the Arizona Trail travel through the Flagstaff area: the main route passes through the center of Flagstaff north-south on FUTS trails, while a second route, referred to as the equestrian bypass, skirts around the east side of town. The Arizona Trail Association was formed in 1994 as a volunteer organization to help build, maintain, promote, protect, and sustain the Arizona Trail. The trail was designated a National Scenic Trail in 2009; one of only 11 trails so designated in the United States.

Flagstaff Loop Trail

The Flagstaff Loop Trail is a 45-mile non-motorized trail around Flagstaff that is intended to provide an exceptional recreational experience close to the urban fringe. Singletrack trails comprise most of the loop, although FUTS trails are used in several locations. The concept is that of a wheel encircling Flagstaff, with FUTS and other trails serving as spokes to provide access from the community, and the loop in turn giving access to the network of singletrack trails and regional open space. The Loop Trail has been planned as a cooperative project between the Coconino National Forest, Coconino County, and the City of Flagstaff. Local advocacy groups, most notably Flagstaff Biking Organization, have also provided extensive volunteer support.

BICYCLE INFRASTRUCTURE GOALS AND POLICIES

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

Policy T.6.1. Expand recognition of bicycling as a legitimate and beneficial form of transportation.

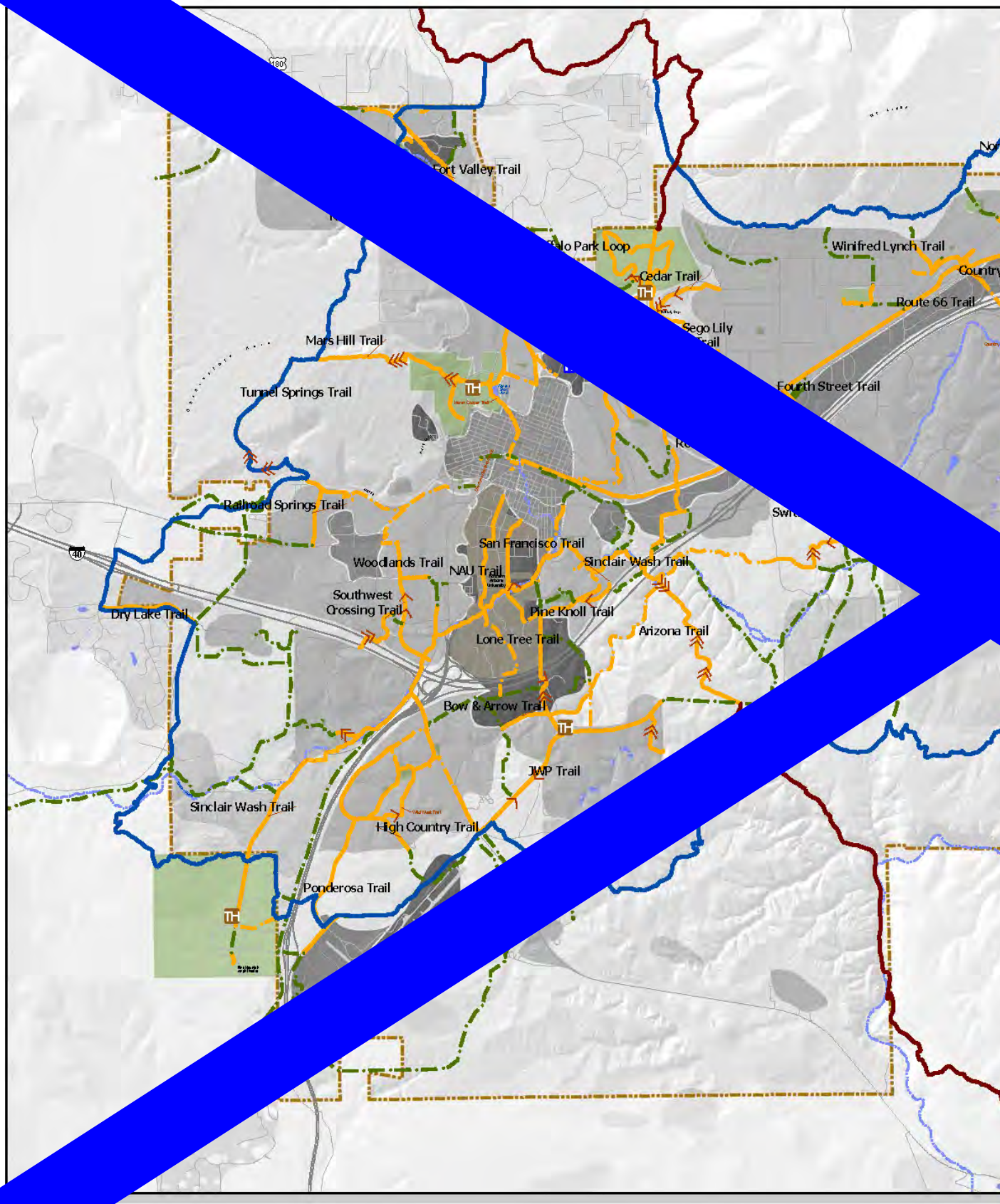
Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

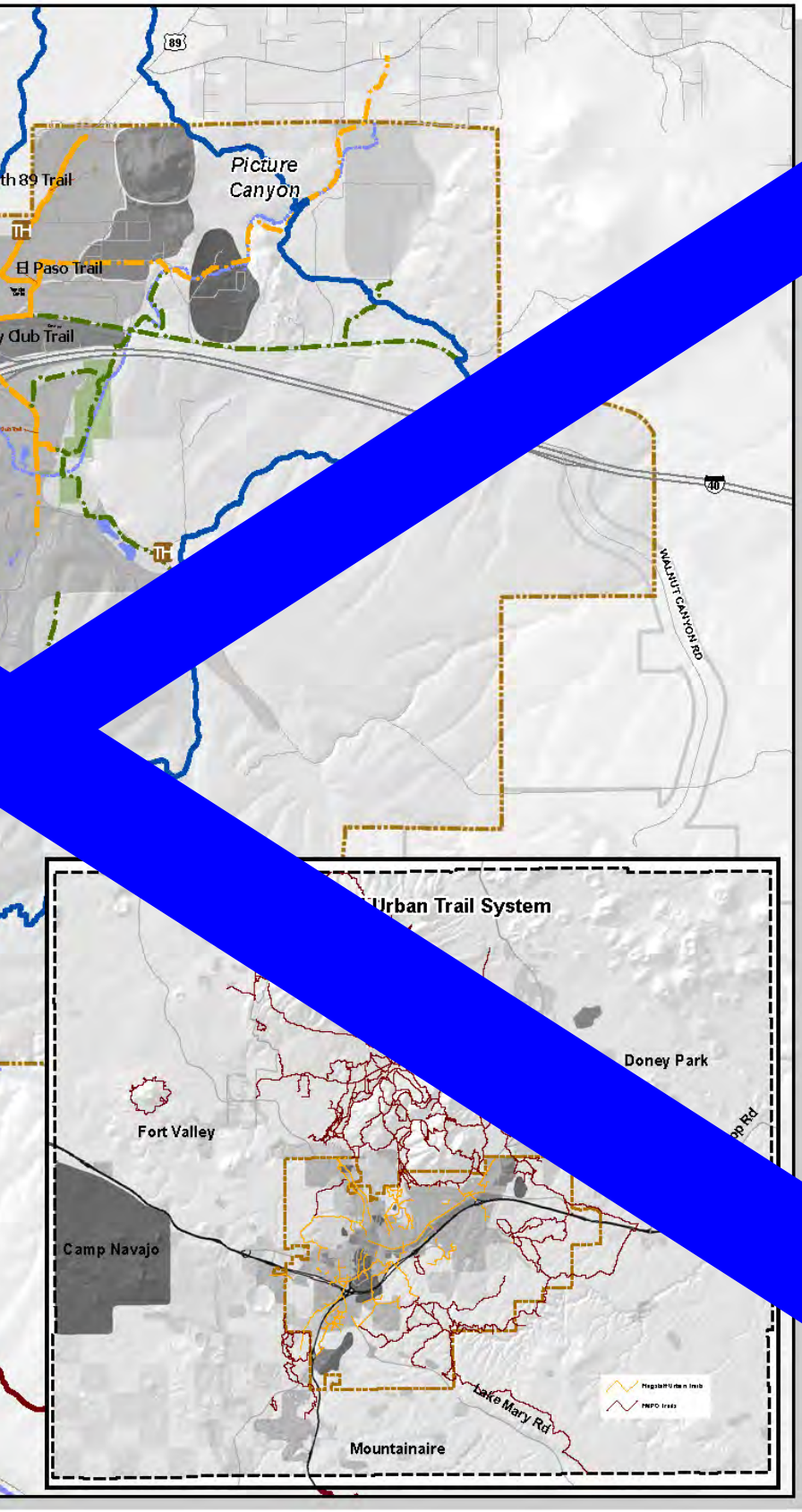
Policy T.6.3. Educate bicyclists and motorists about bicyclist safety through education programs, enforcement, and detailed crash analyses.

Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.

Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.

Policy T.6.6. Integrate policies to increase bicycling and meet the needs of bicyclists into all relevant plans, policies, studies, strategies, and regulations.


Fort Valley Trail
Walnut Canyon Loop
Winifred Lynch Trail
Cedar Trail
Route 66 Trail
Sego Lily Trail
Mars Hill Trail
Tunnel Springs Trail
Fourth Street Trail
Railroad Springs Trail
San Francisco Trail
Woodlands Trail
NAU Trail
Sinclair Wash Trail
Southwest Crossing Trail
Dry Lake Trail
Pine Knoll Trail
Arizona Trail
Lone Tree Trail
Bow & Arrow Trail
JWP Trail
Sinclair Wash Trail
High Country Trail
Ponderosa Trail



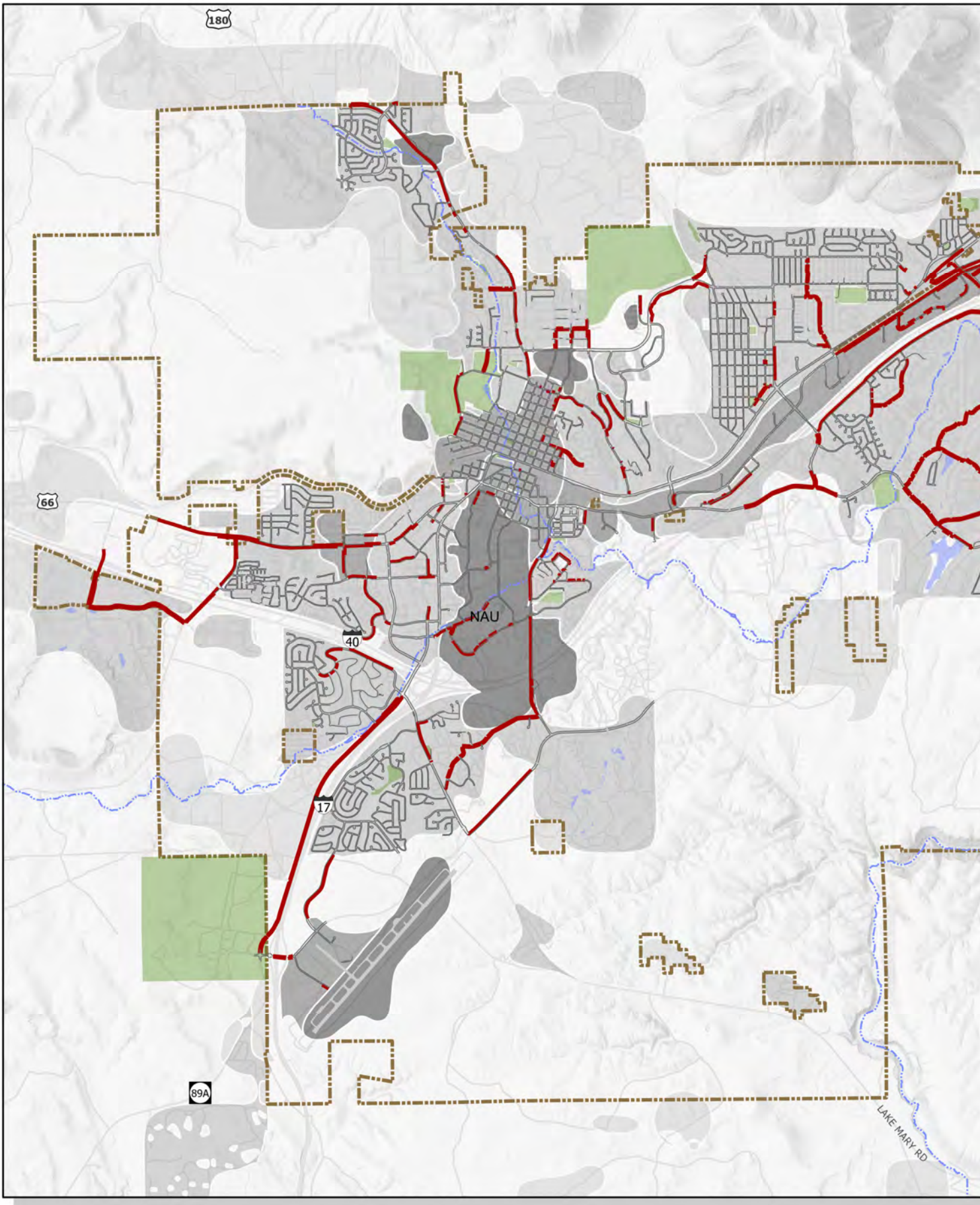
Map 26:
FLAGSTAFF [illegible]
SYSTEM

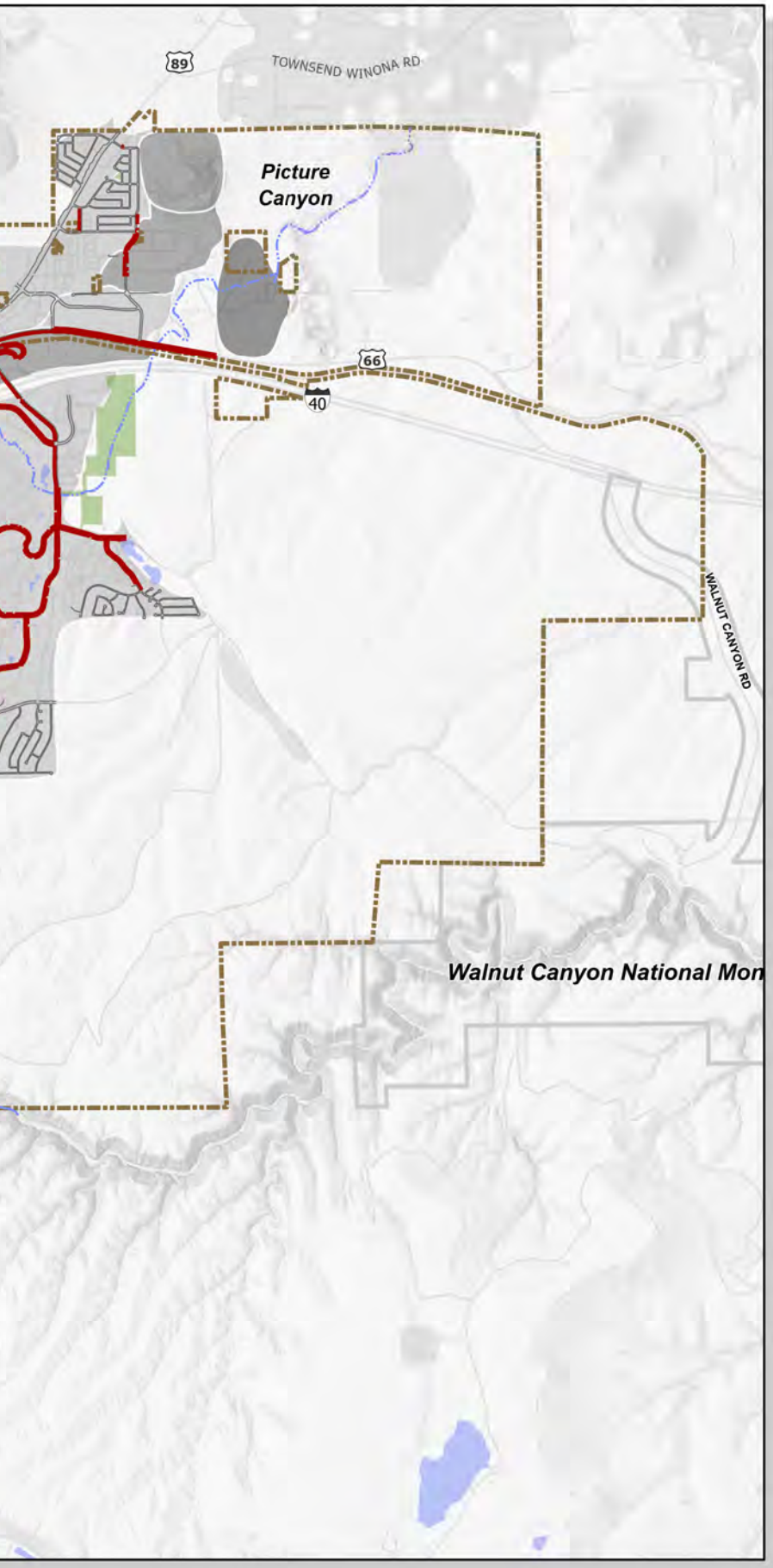
- [illegible]neads
- Moderate hill (arrows point uphill)
- Steep hill
- Very steep hill
- Arizona Trail
- Loop Trail
- FUTS, Existing
- FUTS, Planned
- FUTS, Proposed
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

NORTH

1 1.5 2

FLAGSTAFF [illegible]
VISION 2030: PL[illegible]


180
66
NAU
40
17
89A
LAKE MARY RD



Map 26a:

EXISTING AND MISSING SIDEWALKS ON PUBLIC STREETS

- Missing Sidewalks on Major Streets
- Existing Sidewalks
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

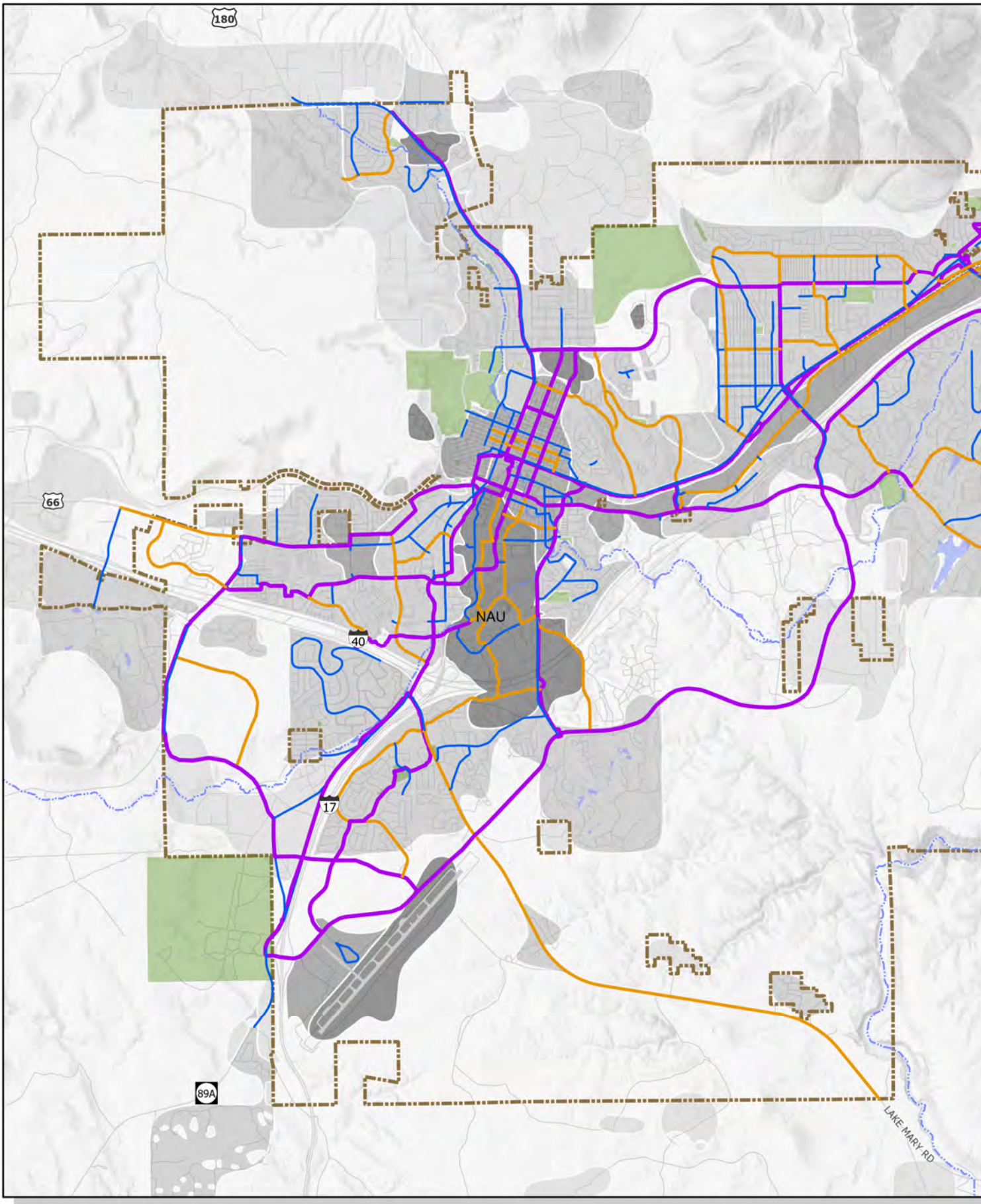
As Amended November 3, 2022

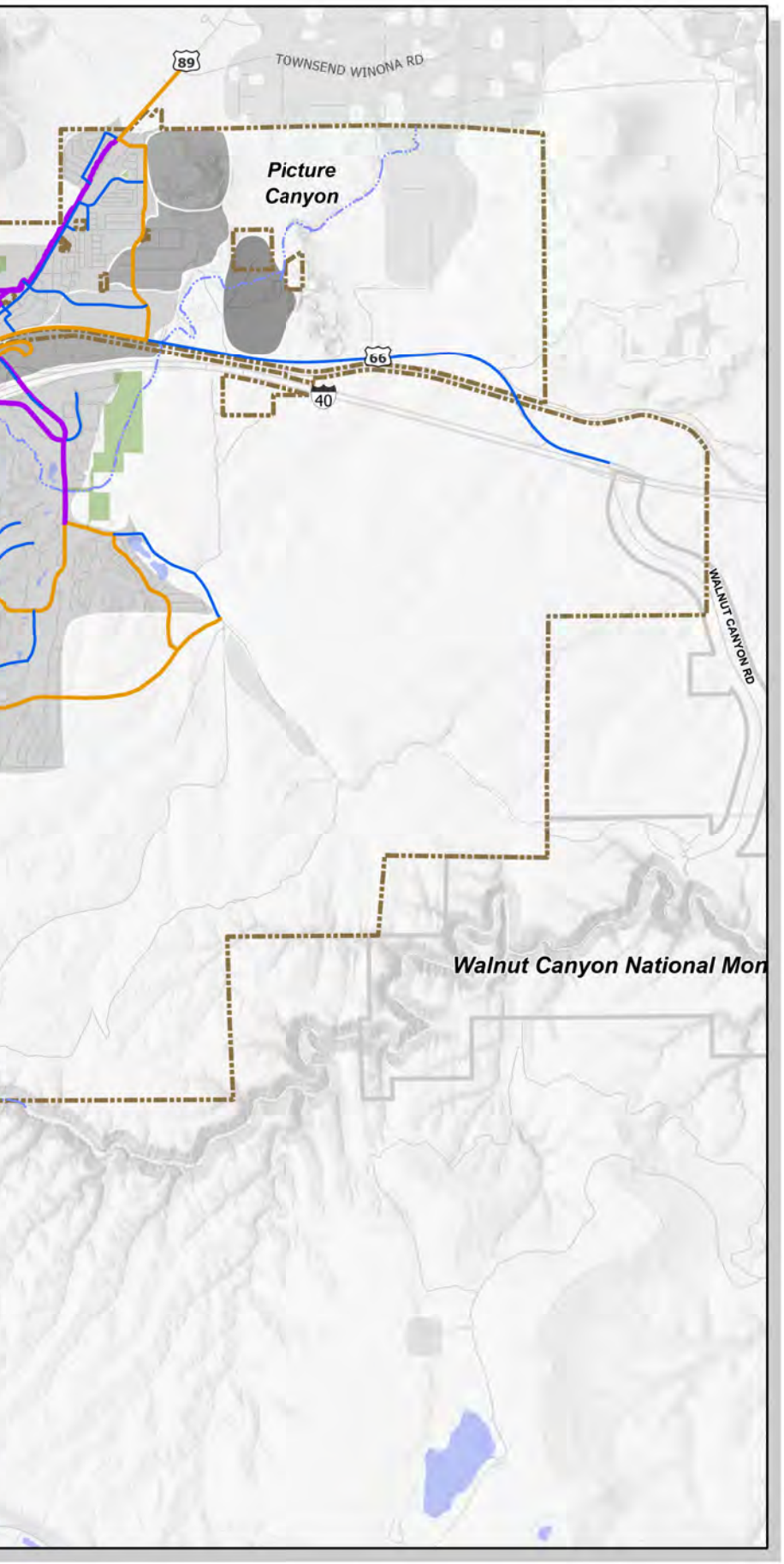
Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2
Miles

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS


180
66
NAU
40
17
89A
LAKE MARY RD



Map 26b:

PLANNED BIKEWAYS BY CLASS

Planned Bikeways

- 1 Primary
- 2 Secondary
- 3 Third
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

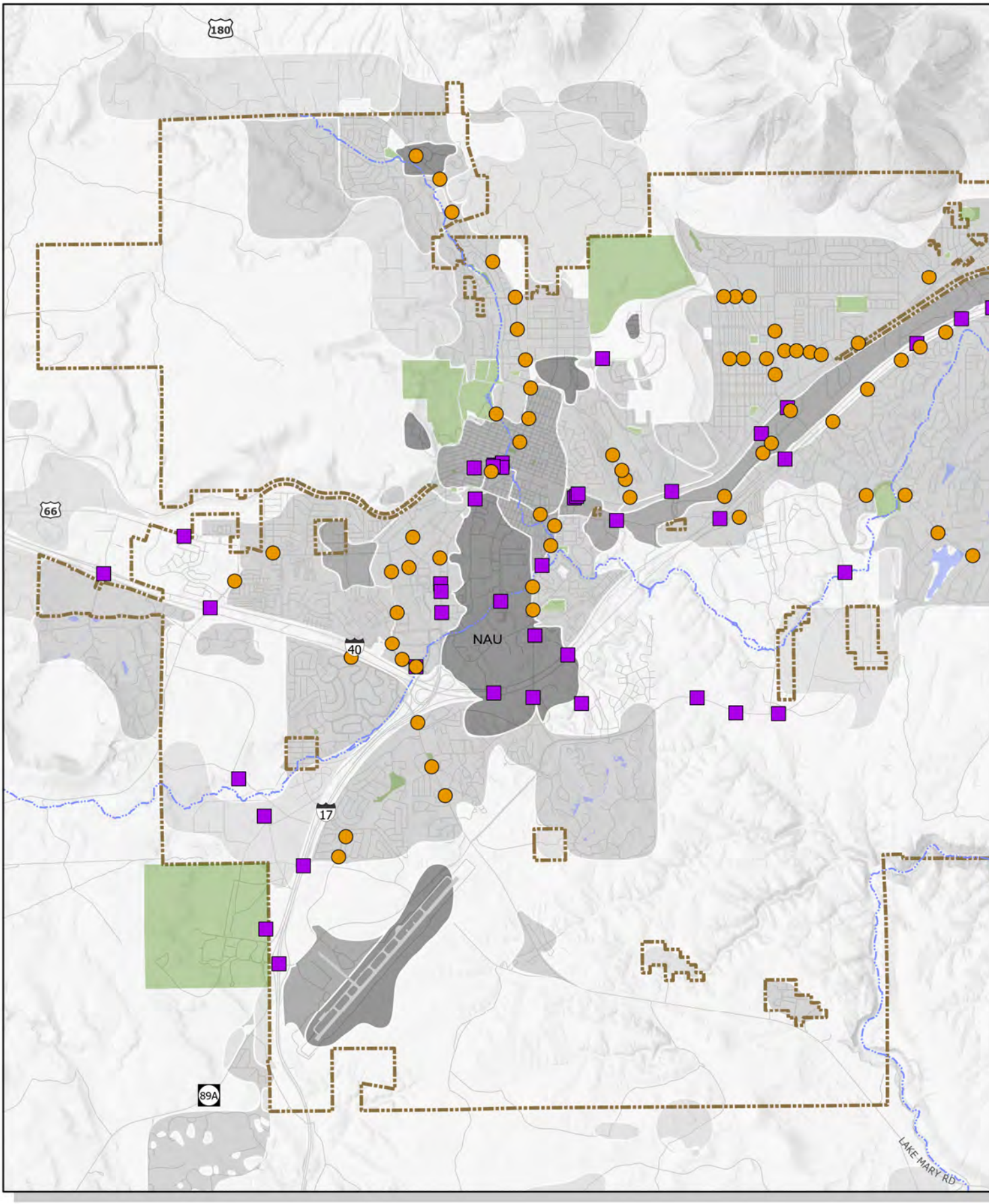
Please see www.flagstaffmatters.com for an interactive GIS map.

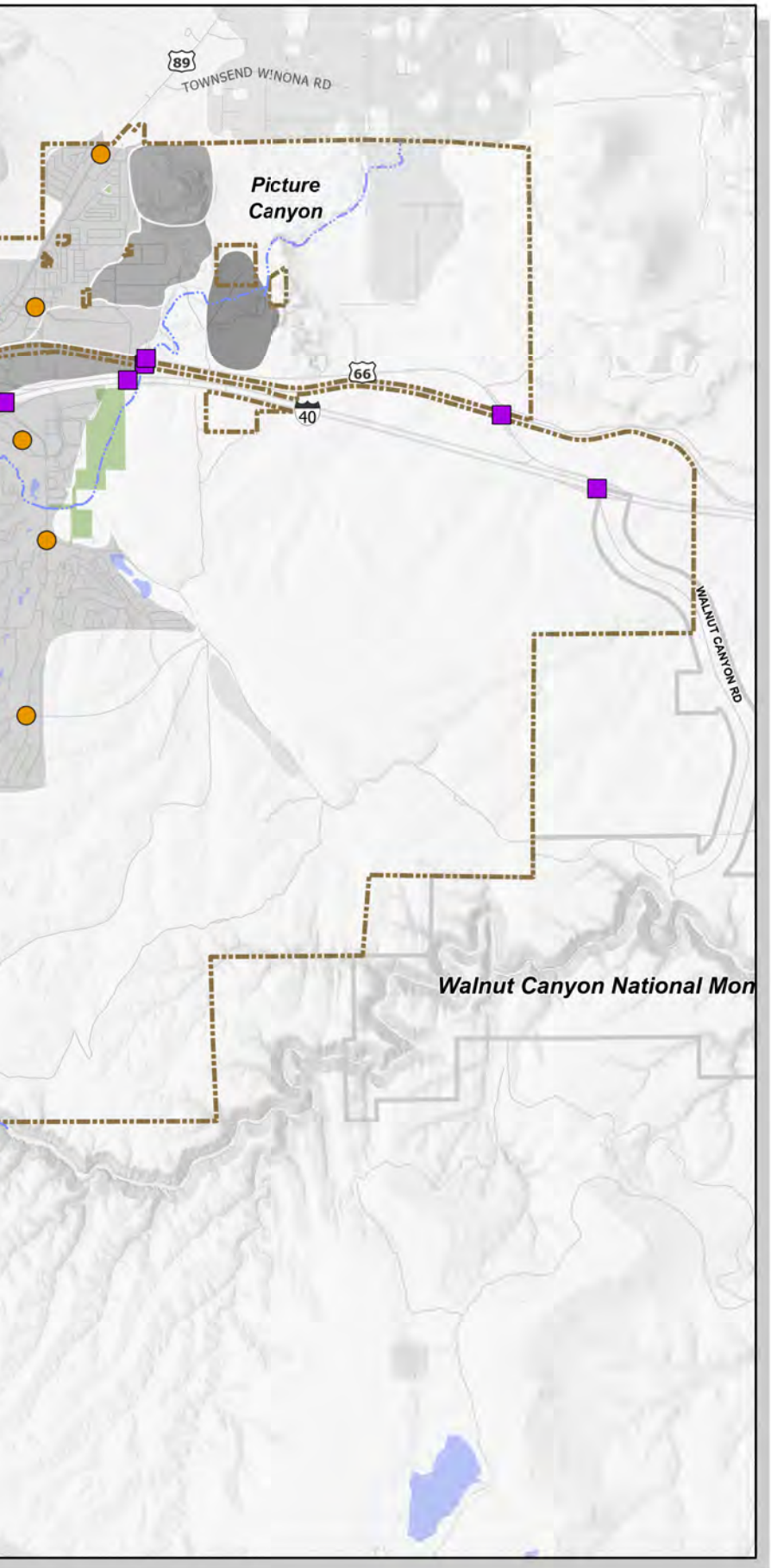
NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS


180
66
40
17
89A
NAU
LAKE MARY RD



Map 26c:

ENHANCED AND GRADE-SEPERATED CROSSINGS

- Enhanced crossings | planned
- Separated crossings | planned
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

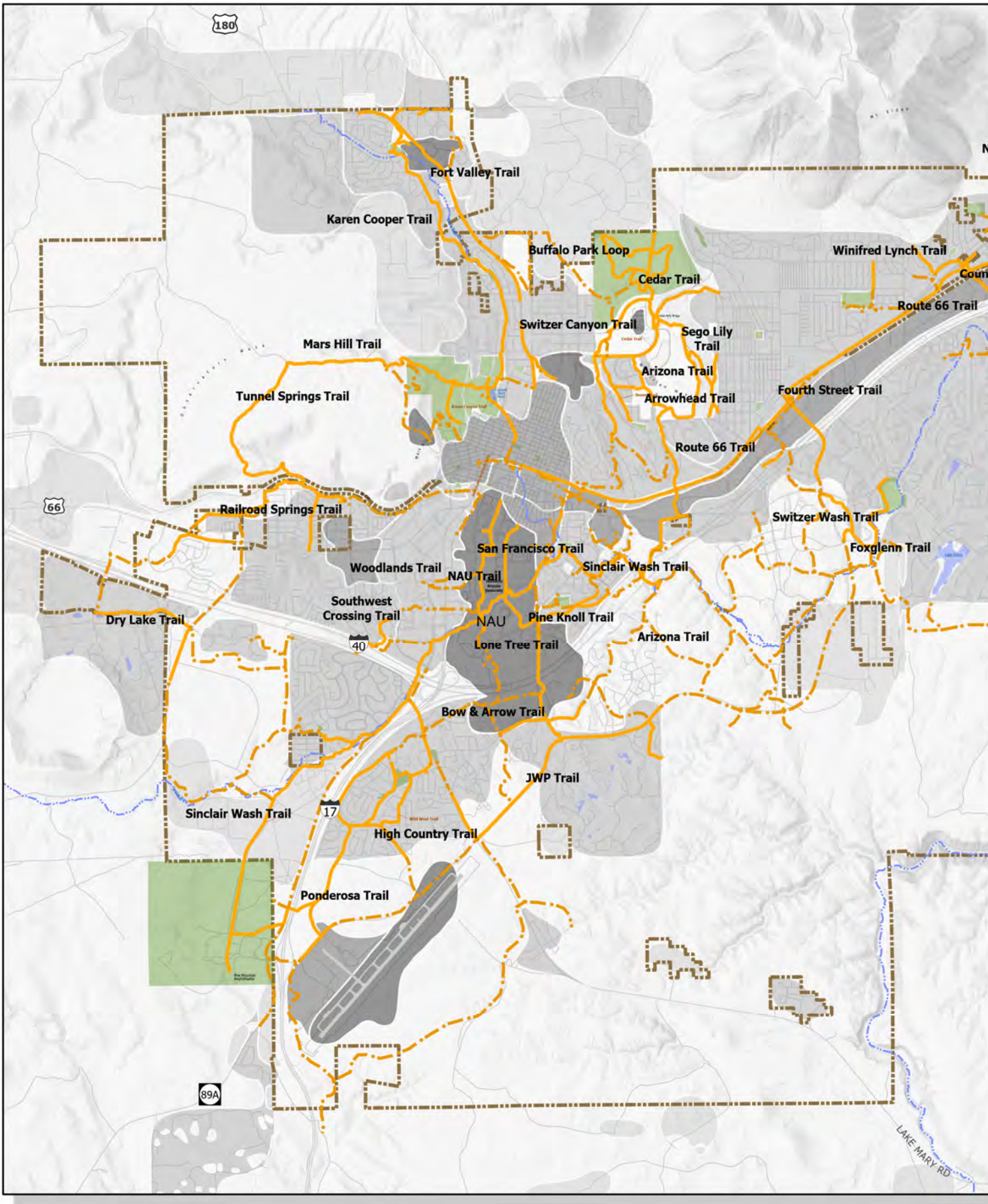
As Amended November 3, 2022

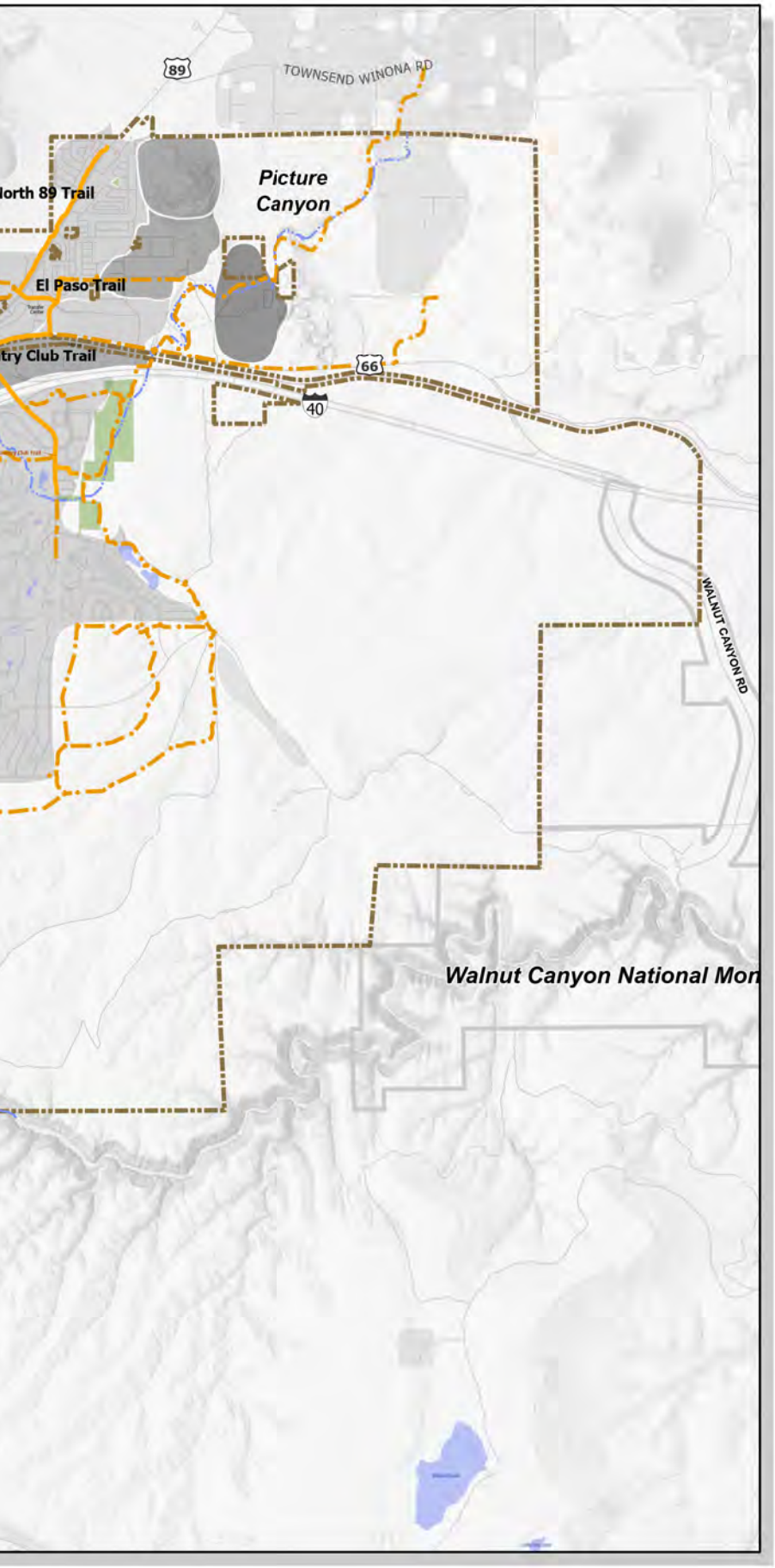
Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2
Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS


180
Fort Valley Trail
Karen Cooper Trail
Buffalo Park Loop
Winifred Lynch Trail
Cedar Trail
Route 66 Trail
Switzer Canyon Trail
Sego Lily Trail
Mars Hill Trail
Arizona Trail
Tunnel Springs Trail
Arrowhead Trail
Fourth Street Trail
Route 66 Trail
66
Railroad Springs Trail
Switzer Wash Trail
San Francisco Trail
Foxglenn Trail
Woodlands Trail
NAU Trail
Sinclair Wash Trail
Southwest Crossing Trail
Dry Lake Trail
NAU
Pine Knoll Trail
40
Lone Tree Trail
Arizona Trail
Bow & Arrow Trail
JWP Trail
Sinclair Wash Trail
17
High Country Trail
Ponderosa Trail
89A
LAKE MARY RD



Map 26d:

EXISTING AND PLANNED FLAGSTAFF URBAN TRAILS

- Existing FUTS trails
- Planned FUTS trails
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

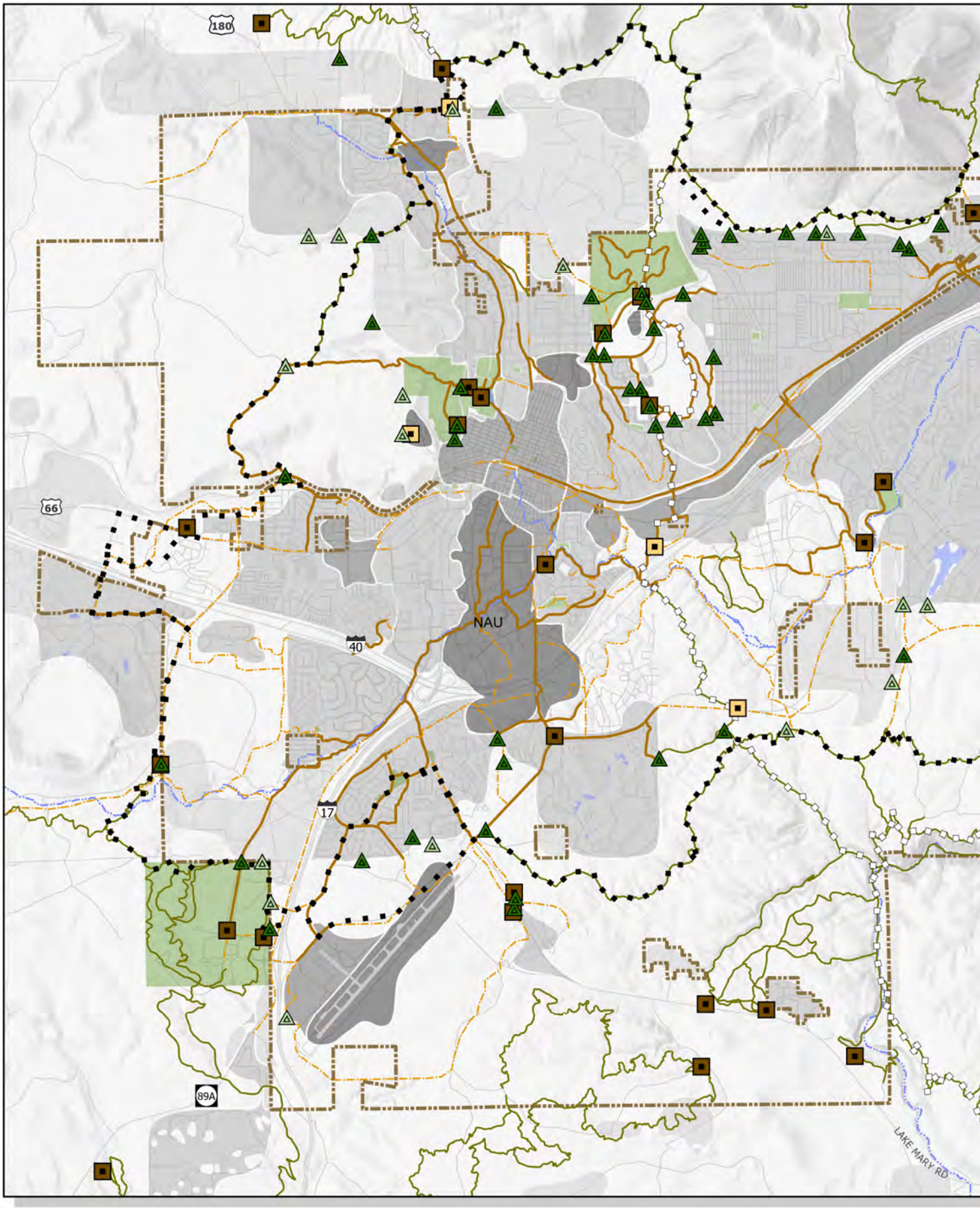
Please see www.flagstaffmatters.com for an interactive GIS map.

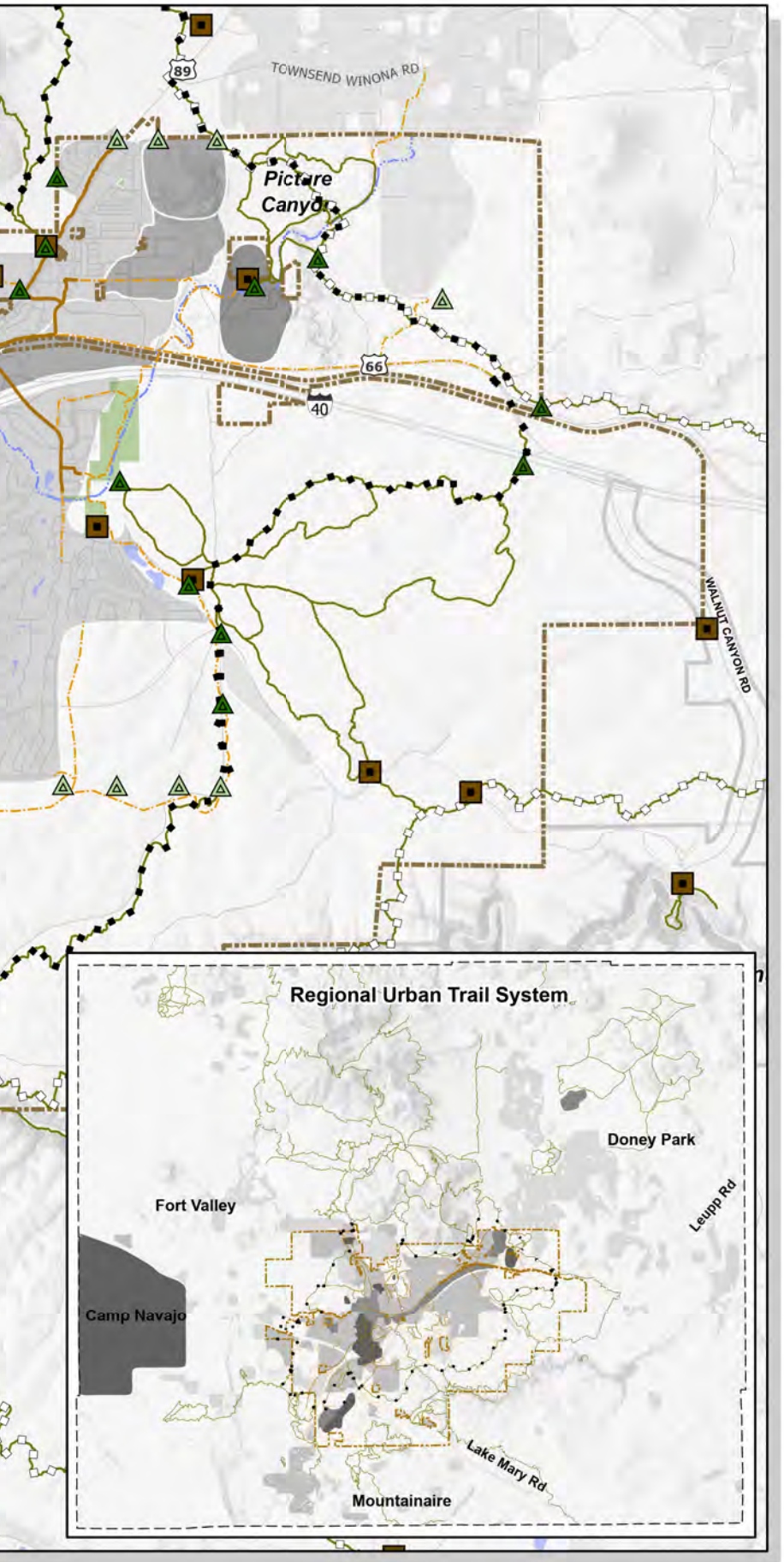
NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS


180
66
40
17
89A
NAU
LAKE MARY RD



Map 26e:

FOREST ACCESS AND TRAILHEADS

- Existing trailheads
- Planned trailheads
- Existing forest access
- Planned forest access
- Existing Flagstaff Urban Trails (FUTS)
- Planned Flagstaff Urban Trails (FUTS)
- Singletrack Trails
- Arizona Trail
- Loop Trail
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS

Transit

Transit plays multiple and emerging roles in the region. It provides basic mobility for transit-dependent individuals. For example, thousands of university faculty, staff, and students rely on transit as a cost-effective means of getting to and across campus. In addition, daily commuters from Doney Park and further outlying communities are in need of transit options, which could be met in collaboration with Navajo and Hopi transit services. Even now, and more so in the future, transit will play a central role in general mobility, congestion management, and economic development. The region will achieve desirable urban development by maximizing the use of urban parcels with appropriate densities and linking new land development with transit, which reduces land consumption in non-urbanized areas, reduces the number of auto trips and vehicle miles traveled, and reduces air pollution. Map 27 illustrates planned transit service levels in the planning area.



Photo credit: City of Flagstaff

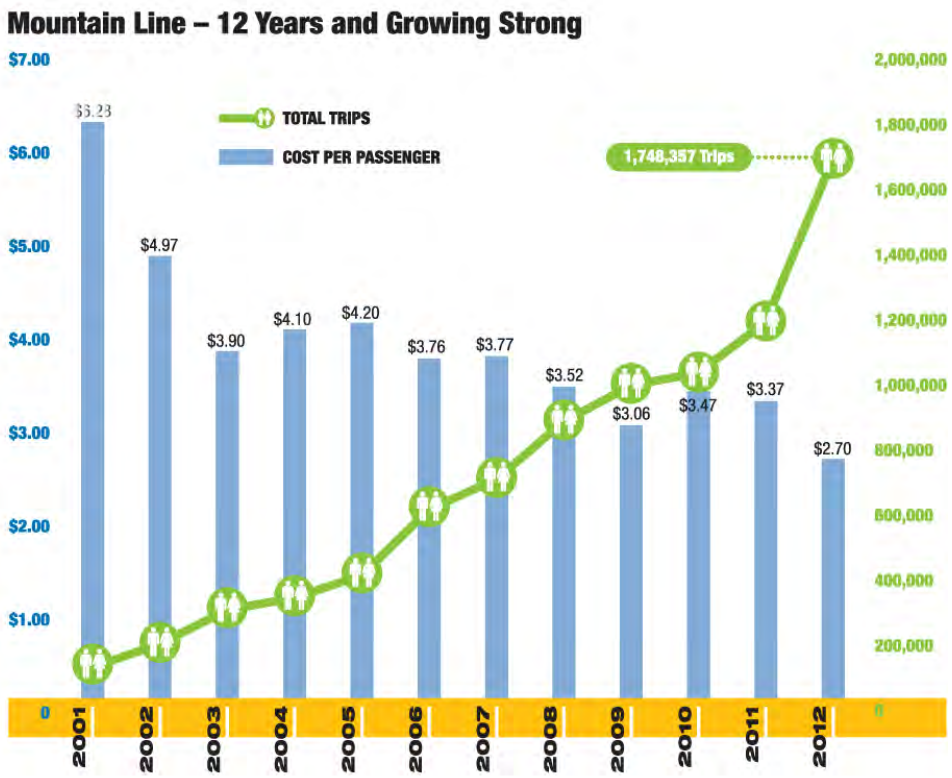
The City and County work closely with two regional organizations to plan and deliver transportation services: The Flagstaff Metropolitan Planning Organization (FMPO) and the Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA). Both share the same boundaries as this Plan and work to inform and support City and County land use plans and policies. FMPO prepares a long-range, regional transportation plan (RTP) that directs the expenditure of federal transportation funds in the region. The RTP addresses all modes required to support City and County land use plans and policies and does so using reasonably expected revenues. NAIPTA produces a five-year transit plan and recently produced a long-range plan.



Photo credit: NAIPTA



Graphic credit: NAIPTA



Graphic Credit: NAIPTA

TRANSIT GOALS AND POLICIES

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.7.1. Cooperate with NAIPTA in developing and implementing the five-year transit master planning goals and objectives to continuously improve service, awareness, and ridership.

Policy T.7.2. Provide public transit centers and options that are effectively distributed throughout the region to increase access to public transit.

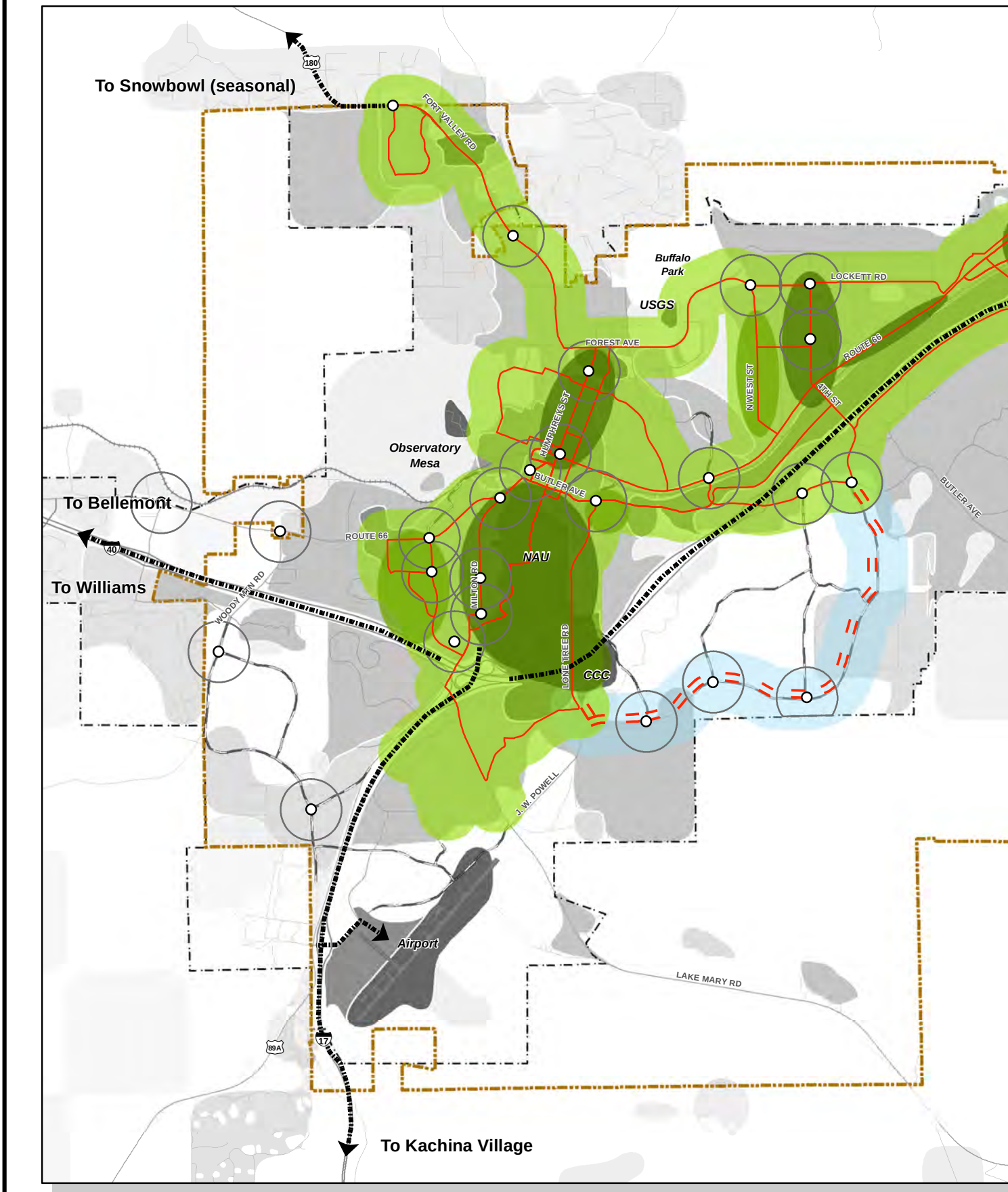
Policy T.7.3. Support a public transit system design that encourages frequent and convenient access points, for various transportation modes and providers, such as private bus and shuttle systems, park-and-ride lots for cars and bicycles, and well-placed access to bus, railroad, and airline terminal facilities.

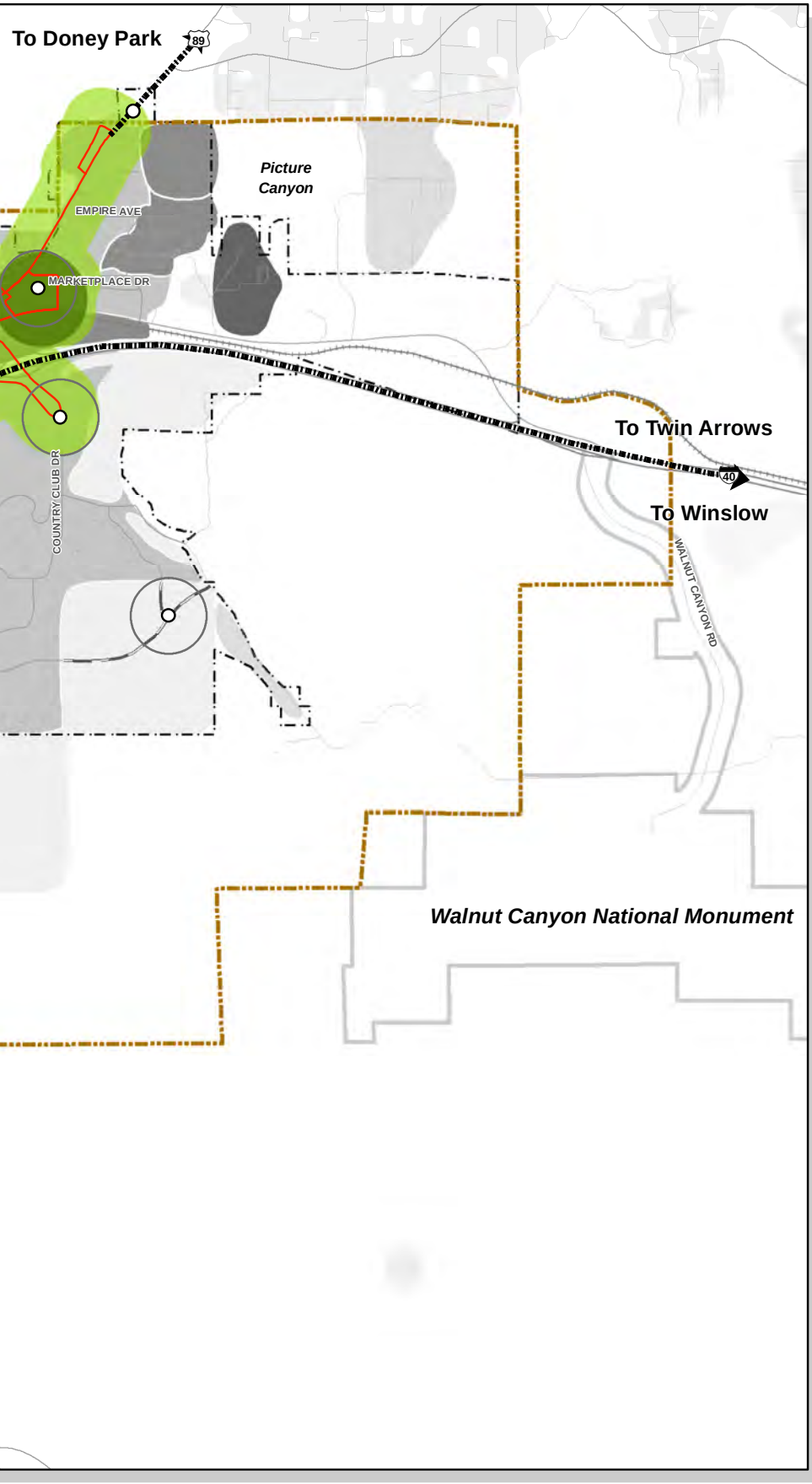
Policy T.7.4. Support mobility services for seniors and persons with mobility needs.

Policy T.7.5. Incorporate adopted plans and policies for non-motorized and public transportation in the permitting process for all development or land use proposals, including provisions for efficient access and mobility, and convenient links between pedestrian, bicycle, and transit facilities.

Policy T.7.6. Coordinate with NAIPTA to establish rural transit service within the region that is consistent with County land use plans, based on funding availability, cost effectiveness, location of major trip generators, distance between generators, and the needs of transit-dependent individuals.

Note: Transit dependent individuals are those who can only get around via public transit, and who do not own a car or cannot drive.


To Snowbowl (seasonal)
180
FORT VALLEY RD
Buffalo Park
USGS
LOCKETT RD
FOREST AVE
ROUTE 66
N WEST ST
4TH ST
HUMPHREYS ST
Observatory Mesa
BUTLER AVE
To Bellemont
40
ROUTE 66
NAU
MILTON RD
To Williams
WOODY MTN RD
LONE TREE RD
CCC
J.W. POWELL
Airport
LAKE MARY RD
89A
17
To Kachina Village



Map 27:

PLANNED TRANSIT SERVICE LEVELS:
Markets and Key Corridors

- Activity Center
- RTP Future Road Network

Transit Market Service Level:

- High Level
- Moderate Level
- Standard Level
- Standard Level- Future
- Existing Transit Route
- Future Transit Route
- Future Express Service
- City of Flagstaff
- Urban Growth Boundary
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

Future growth illustrations and plans do not preclude private development entitlements. Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS

Roads and Corridors

Automobiles are likely to continue to be the dominant form of transportation in the region, especially for longer trips. Roads and streets will be more effectively designed into the areas they serve. As parts of the region urbanize, reliability will become more important than speed. In urban activity centers, levels of service for pedestrians, bicycles, and transit will take precedence over service for cars.

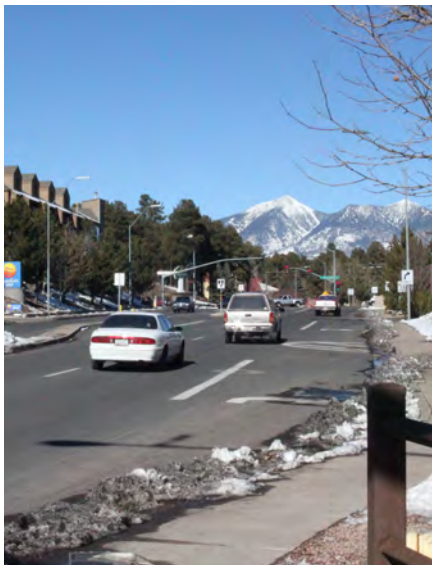


Photo credit: City of Flagstaff

Corridors and Functional Class

Successful places require successful corridors. Constraints by Flagstaff's terrain, railroads, highways, and interstates heighten our need for clear expectations of our corridors to establish the "sense of place" and to service the expected land use patterns. The desired "sense of place" for the region, centers, and neighborhoods will be more successfully achieved when the function and role of our corridors is sensitively applied.

Corridors in urban, suburban, and rural places will serve similar yet unique functions and roles. The *Flagstaff Regional Plan* deals directly with the corridors serving regional travel and circulation roles and sets general expectations for the smaller access corridors. The corridor classifications should be understood as a sliding scale with circumstances dictating the road's functional class. Corridors may be classified as regional travel, circulation, and access, as shown on Map 25. Listed below are the functional classifications and some of the multi-modal facilities associated with each.

Regional Travel Facilitates long-distance travel across and between regions	• Freeways • Passenger and freight rail • Major arterials • Dedicated express bus lanes
Circulation Provides for movement between neighborhoods and non-residential uses	• Minor arterials • Urban thoroughfares • Major collectors • Fixed transit routes
Residential Access or Access Local access to adjacent land uses	• Minor collectors • Local streets – commercial and residential, neighborhood streets

Corridors and Place Types

The term "corridor" is used in the Community Character, Growth & Land Use, and Transportation Chapters. Corridors are roads demarcated on maps based on their role in the greater transportation system, surrounding existing and future land uses and their context. Categories of Regional Travel, Circulation, and Access denote transportation roles on Map 25. In the Community Character chapter, some of these roads are identified as Gateway and Great Street Corridors on Map 12 for their value in placemaking and their relationship to iconic scenery. In the Land Use Chapter, the relationship between corridors and area types is described on pages IX-37, IX-50 and IX-55. To further identify the relationship between corridors and land uses, Access corridors on Map 25 are divided into Access and Residential Access; the former is associated with commercial and mixed use environments and the latter with neighborhood settings.

Corridors serve many roles, and these roles may be understood as:

- Carrier of goods and people – how many, how far, what kind, what means
- Connector of activities – how active, what scale, what purpose, relationships
- Space and Shelter for activities within the public realm – how often, vulnerable, duration, solitude
- Symbol for the understanding of place – identity, purpose, behaviors as it applies to specific roads or corridors, not to classes of corridors.
- Builder and destroyer of city and place – corridors may be perceived as supporting a sense of place, or destroying it.



Photo credit: City of Flagstaff

To fully implement the Regional Plan's vision for Flagstaff's roadways a Flagstaff "Streets Master Plan" should be developed to serve as the specific plan that bridges the City's *Engineering Design Standards and Specifications* and the *Flagstaff Regional Plan*. Until such a Plan is developed, functional classifications for roads and their definitions can be found in the *Engineering Design Standards and Specifications.*

Corridors in the Regional Transportation Plan

The Regional Transportation Plan (RTP) is a five year planning document developed by the Flagstaff Metropolitan Planning Organization. It is used to identify roadway projects that are eligible for federal funding. Some of the future roads identified on Map 25 are also identified in the RTP, however, these two documents are not required to match. The RTP provides more detail about the stage of planning for each roadway. Some future corridors are considered "conditional roads" in the RTP, which means that further study is required before proceeding with a project. Examples include the Clay Avenue Extension, the US 89 Bypass, the Metz Walk Extension, etc.

AUTOMOBILE GOALS AND POLICIES

Goal T.8. Establish a functional, safe, and aesthetic hierarchy of roads and streets.

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

Policy T.8.2. Maintain the road and street classification system that is based on context, function, type, use, and visual quality.

Policy T.8.3. Design neighborhood streets using appropriate traffic calming techniques and street widths to sustain quality of life while maintaining traffic safety.

Policy T.8.4. Protect rights-of-way for future transportation corridors.

Policy T.8.5. Support the area's economic vitality by improving intersection design for freight movements.

Policy T.8.6. Maintain the City's street infrastructure in a cost effective manner to ensure the safety and convenience of all users.



Photo credit: City of Flagstaff

Passenger Rail and Freight

The economics of air travel in the southwest and freight movements across the nation may position passenger rail and rail freight to increase share of travel. BNSF and Amtrak are integral parts of our history and community fabric and can become a more important part of our economy. The region will position itself to take better advantage of this important mode of travel.

PASSENGER RAIL AND RAIL FREIGHT GOALS AND POLICIES

Goal T.9. Strengthen and support rail service opportunities for the region's businesses and travelers.

Policy T.9.1. Seamlessly integrate passenger rail with other travel modes including connectivity and operational improvements to the downtown passenger rail station and surroundings.

Policy T.9.2. Promote Amtrak service and support opportunities for interregional passenger rail service.

Policy T.9.3. Promote development of rail spurs and an intermodal freight facility or facilities as needed to support viable economic growth.

Policy T.9.4. Increase the number of grade-separated railroad crossings.



Photo credit: City of Flagstaff

Air Travel

Air travel ties our region to the nation and globe more quickly than any other mode of travel. "Face-to-face time" is important to all relationships – business relations included. Improving and expanding service to and from Flagstaff Pulliam Airport connects our region to larger hubs of air travel. Approximately 60,000 people travel to and from this small airport annually (CY 2011 Air Carrier Activity Information System FAA Calendar Year 2011 Primary Airports 9/27/2012).

AIR TRAVEL GOALS AND POLICIES

Goal T.10. Strengthen and expand the role of Flagstaff Pulliam Airport as the dominant hub for passenger, air freight, public safety flights, and other services in northern Arizona.

Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.

Policy T.10.2. Improve multimodal access and service to and from the airport including transit, bicycle, and parking services.

Policy T.10.3. Seek opportunities to expand destinations and frequency of regional air service throughout the southwest and west.

Policy T.10.4. Plan and manage transportation infrastructure to discourage land uses incompatible with the airport and flight zones.

Public Support for Transportation

Transportation is central to the lives of our citizens. Residents and visitors pay for its construction and operation. That construction and operation is often disruptive. Therefore, an open planning process, inclusive design process, and effective communications are essential.



Photo credit: City of Flagstaff

PUBLIC SUPPORT FOR TRANSPORTATION GOALS AND POLICIES

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.

Policy T.11.1. Maintain the credibility of the regional transportation planning process through the application of professional standards in the collection and analysis of data and in the dissemination of information to the public.

Policy T.11.2. Approach public involvement proactively throughout regional transportation planning, prioritization, and programming processes, including open access to communications, meetings, and documents related to the Plan.

Policy T.11.3. Include and involve all segments of the population, including those potentially underrepresented such as the elderly, low-income, and minorities (see Title VI of the Civil Rights Act of 1964 and Executive Order 12898 - Environmental Justice).

Policy T.11.4. Attempt to equitably distribute the burdens and benefits of transportation investments to all segments of the community.

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.

THIS PAGE INTENTIONALLY LEFT BLANK

GLOSSARY

A.R.S. - Arizona Revised Statutes

Acre-foot - the volume of 1 acre of surface area to a depth of 1 foot. In Flagstaff and other areas of the desert Southwest, a typical family uses about 0.25 acre-feet of water per year, and therefore 1 acre-foot of water serves about four homes in Flagstaff for a year.

Activity Centers - mixed-use centers that vary by scale and activity mix depending on location. They include commercial, retail, offices, residential, shared parking, and public spaces. This plan identifies existing and potentially new activity centers throughout the planning area, including urban, suburban, and rural centers.

ADA - Americans with Disabilities Act.

Adaptive Re-use - fixing up and remodeling a building or space, adapting the building or space to fit a new use.

Adequate Public Facilities - the public facilities and services necessary to maintain an adopted level of service standards in specific geographic areas for various facilities, including but not limited to streets, park and recreation facilities, water and sewer service, storm drainage, and fire and police protection.

Administrative Facilities - typically thought of office space, housing offices, conference rooms, training rooms, reception areas, copy and break areas, filing, storage, and workstations. Administrative space is approximately 60 to 70 percent offices/workstations and 30 to 40 percent common/support space.

ADOT - Arizona Department of Transportation.

Agricultural Lands – are lands used primarily for raising crops, forage and livestock, and community gardens.

Airport - An area of land or water that is designed or set aside for the landing and taking off of aircraft, including those for private use and those used by ultra-light aircraft. Flagstaff's municipal airport is the Flagstaff Pulliam Airport.

Appropriate Locations (for land uses) - areas that are determined to be appropriate for a particular type of land use or activity, as typically measured by compatibility of land use; appropriate levels of impact, such as may result from noise, lighting, or other environmental effects.

Arterial Street - larger road or highway purposed to carry longer trips across the region and to other regions.

"Big Box" Development – developments over 50,000 square feet; usually national chain commercial retail stores with large parking lots.

Bikeways - Linear transportation corridors designed and intended to accommodate bicycle use. Bikeways are comprised of a variety of facilities, including conventional bike lanes, buffered bike lanes, separated bike lanes, FUTS trails, bicycle crossings, intersection treatments, and other innovative bicycle facilities. Bikeways are divided into four classes:

- Primary bikeways. The highest level and represent four main commuter routes for crosstown bicycle travel into the core of Flagstaff from the four cardinal directions.
- Secondary bikeways. Include other main routes that provide crosstown and regional travel for bicycle commuters, as well as access to major destinations. Seventeen secondary bikeways are planned.
- Third level bikeways. Provide connectivity between neighborhoods and districts, as well as access to primary and secondary bikeways.
- Fourth level bikeways. Consist of local routes that provide bicycle travel within neighborhoods, access to local destinations, and connectivity to higher-level bikeways.

Bonding – approved municipal bonds are interest-bearing securities that are issued for the purpose of financing local infrastructure improvements. Repayment periods from a few months to 40 years allows the issuer to pay for capital projects it cannot pay for immediately with funds on hand.

Building - a roofed structure built, maintained, or intended to be used for the shelter or enclosure of persons, animals, or property of any kind. The term is inclusive of any part thereof. Where independent units with separate entrances are dived by party walls, each unit is a building.

CAC - Citizens Advisory Committee (for the Regional Plan update).

Civic Activities - Not-for-profit or governmental activities dedicated to arts, culture, education, recreation, government, transit, and municipal parking.

Civic Building - a building operated by governmental or not-for-profit organizations and civic-related uses.

Civic Space - an outdoor area dedicated for public activities.

Cluster Development – a practice of low-impact development that groups residential properties closer together, which can be a means of preserving rural resources and minimizing service and utility costs as well as maximizing protection of natural resources and open space.

Collector Street - a street purposed with collecting traffic from surrounding local roads, often within a neighborhood or district, and delivering to an arterial street.

Commercial Cores – the center of every activity center has a commercial core, allowing and encouraging commercial, institutional, high-density residential and mixed-use development, transit opportunities and encouraging pedestrian-oriented design.

Community Facilities - public or privately owned facilities used by the public (e.g., streets, schools, libraries, parks) and facilities owned by nonprofit private agencies (e.g., churches, safe houses, and neighborhood associations).

Community Vitality - the overall well-being of residents in a community.

Commuter [Bus] Route - a fixed bus route running only during peak commuter times, usually in the morning and evening.

Compact Development - development that uses land efficiently through creative and intensive site, neighborhood, and district design.

Complete Streets - streets, roadways, and highways that are designed to safely and attractively accommodate all transportation users (drivers, bus riders, pedestrians, and bicyclists). Travelers of all ages and abilities can safely move along and across a complete street.

Conical Surface - the area extending outward from the periphery of the horizontal surface for a distance of 4,000 feet. Height limitations for structures in the conical surface area are 150 feet above airport height at the inner boundary and increase 1 foot vertically for every 20 feet horizontally to a height of 350 feet above airport height at the outer boundary.

Conservation Land System - A Conservation Land System is an integrated system of public land (in this case City and County lands, linked to National Forest lands by trails) intended for the benefit of residents, and visitors, providing passive and active recreation, natural and scenic areas, non-motorized trails (FUTS), and cultural and historical preservation. Conservation can be achieved through a variety of means, including but not limited to acquisition, conservation easement, transfer of development rights, intergovernmental agreements or conservation agreements.

Context (or Contextual Development) - refers to the significant development, or resources, of the property itself, the surrounding properties, and the neighborhood. Development is contextual if it is designed to complement the surrounding significant visual and physical characteristics; is cohesive and visually unobtrusive in terms of scale, texture, and continuity; and if it maintains the overall patterns of development. Compatibility utilizes the basic design principles of composition, rhythm, emphasis, transition, simplicity, and balance of the design with the surrounding environment.

Context Sensitive Solution (CSS) - a way of designing and building transportation facilities and infrastructure to seamlessly reflect and minimize impacts on adjacent land uses and environmentally sensitive areas. A CSS project complements its physical and natural setting while maintaining safety and mobility.

Cultural Resources - aspects of a cultural system that are valued by or significantly representative or informative of a culture, and generally referring to archaeological resources and the histories surrounding these cultures.

Density - the amount of development within a given area, usually expressed in dwelling units, population, or employment per acre or square mile.

Design Standards - standards and regulations pertaining to the physical development of a site including requirements pertaining to yards, heights, lot area, fences, walls, landscaping area, access, parking, signs, setbacks, and other physical requirements.

Design Traditions of Flagstaff – a term that generally refers to the built architectural and engineering works that predate World War II, that were vernacular, small-scale, simple in form, practical, and built from locally available materials, even in downtown where the builders were emulating the facades of other regions. Buildings of this era are generally dominated by masonry construction (including its inherent historic proportions and details), limited concrete, wood and heavy timber, and ironworks. The level of design refinement tended towards more rustic in the outlying areas and more formal closer to downtown. Outside influences included farmhouse, Victorian, and Craftsman home designs, Midwestern downtowns, the railroad industry, and "parkitecture." Notably, this term does not refer to specific architectural styles, but rather to more timeless ways of building that are equally applicable to new architecture and engineering.

Development - the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into parcels by any property owner. When appropriate to the context, development refers to the act of development or to the result of development within the City.

Disaster Preparedness Shelter - structure(s) used during such instances where there is an imminent loss to sleeping areas identified through a declaration of threat, disaster, or emergency by means of a natural disaster, or other identified community threat. The shelter may or may not have food preparation or shower facilities.

Diverse Neighborhoods – include a mix of uses, with various housing types near or mixed in with restaurants, shops, grocers, banks, hair salons, coffee shops, day care centers, fitness studios, and law, dental, and insurance offices. In these type of neighborhoods, residents can find more products and services close by, and it creates potential for employment, walking, biking, and less driving. A mix of housing types means more people can work close to home. As Flagstaff's new development and redevelopment potential mature, the community envisions more diverse neighborhoods.

Effluent - wastewater (treated or untreated) that flows out of a treatment plant, sewer, or industrial outfall. In the context of wastewater treatment plants, effluent that has been treated is sometimes called secondary effluent, or treated effluent.

Emergency Services - services to the public for emergencies and related buildings or garages (e.g., ambulance, fire, police, and rescue).

Emergency Shelter - a type of homeless shelter that provides temporary housing on a first-come, first-served basis where clients must leave in the morning and have no guaranteed bed for the next night or provide beds for a specific period of time, regardless of whether or not clients leave the building. Facilities that provide temporary shelter during extremely cold weather (such as churches) are also included.

Employment Center - an activity center with mixed-use; research and development offices; medical offices; office space; business park; retail, restaurant, and tourism center; light-industrial; heavy-industrial; live-work spaces; and home-based businesses.

Enhanced crossings – Crossings that include any features that help slow traffic, shorten crossing distances, break crossings into parts, increase visibility, or in general make the crossing safer and more comfortable. Enhanced crossing treatments may include median islands, curb extensions, landscape features, high-visibility markings, advance warning signing, and pedestrian-scaled lighting. Enhanced crossings may also use flashing beacons including rectangular rapid flashing beacons and pedestrian hybrid beacons.

Environmentally Sensitive Lands – include floodplains, riparian areas, wetlands, seeps and springs, and steep slopes. These areas contain critical resources and require special consideration in the development design and review process.

ESRI - Environmental Systems Research Institute.

Fair and Proportionate – required by state law, municipalities must identify various funding and financing mechanisms that may be used to finance additional public services and infrastructure necessary, beneficial, and useful to serve new development. These services bear a fair and proportionate relationship to the burden imposed upon the community by new development, including redevelopment, and the development's fair share of those costs.

Financial System - how public revenues and expenditures are managed, including planning for future needs.

Floodplain - any areas in a watercourse that have been or may be covered partially or wholly by floodwater from a 100-year flood.

FMPO - Flagstaff Metropolitan Planning Organization.

Forb - is a herbaceous flowering plant that is not a grass. The term is used in biology and in vegetation ecology, especially in relation to grasslands and forest understory.

Forest access - Describes locations around the perimeter of the city where people gain access to regional open space and the surrounding national forest. Some forest access points include a formal connection between a FUTS trail and a singletrack trail; others are less formal.

FUTS - Flagstaff Urban Trails System.

Gentrification - is a shift in an urban community towards wealthier residents and/or businesses and increasing property values, often at the expense of the poorer residents of the community. This is a result of the process of renewal and rebuilding.

GIS - a Geographic Information System (GIS) designed to capture, store, manipulate, analyze, manage, and present geographical data to reveal relationships, patterns, and trends. Government Offices - include governmental office buildings and grounds.

Governmental Service and Maintenance Facilities - support the maintenance and servicing activities of government-owned land, property, and buildings.

Grade-separated crossings – Bridges and tunnels intended for the exclusive use of pedestrians and bicycles, as well as overpasses and underpasses for vehicular use that include sidewalks, bikeways, FUTS trails, or other facilities for walking and biking.

Graywater - wastewater from household baths, showers, sinks, and washing machines that is recycled, especially for use in gardening or for flushing toilets.

Great Streets – streets designed to take into account their entire three-dimensional visual corridor, including the public realm and adjacent land uses. Great streets are "complete" streets, meaning they service and take into account all users — not just motor vehicles, and serve as interesting, lively, and attractive community spaces.

Greenfield Development - when previously undeveloped land is developed, this is known as a "greenfield development," and it can often be the best examples of sustainability principles in action. Across the country, there are new Greenfield developments that incorporate sustainable programs and technologies, including lifecycle housing, complete streets, parks and open spaces, integrated retail and office, energy-efficient buildings, innovative rainwater and stormwater facilities, sidewalks and trails, and other features. Private lands within the city and county hold entitlements for development.

Green Infrastructure - An interconnected network of waterways, wetlands, woodlands, wildlife habitats, and other natural areas of county-wide significance.

Heritage Resources - an inclusive term of cultural and historic resources, enveloping historic buildings, a historic building's setting, as well as paleontological and archaeological resources, including all of the cultures of aboriginal peoples and western civilization, and including natural features and landscapes of significant uniqueness to an area. The term is more consistent with international standards and definitions. In the United States, the term "Heritage Resource" is technically interchangeable with the term "Cultural Resource.

Historic and Cultural Areas - are lands that contain significant historic or cultural resources

Historic Development - includes buildings, roads, signage, lighting, and landscaping.

Historic Resources - alone, this term technically refers specifically to western culture and specifically to buildings.

Human-Caused Hazards - hazards resulting from human developments or activities such as faulty construction; poor site layout; improper location of land uses; airport approaches or high noise areas; over-pumping of groundwater; or use, storage, or disposal of explosive, flammable, toxic, or other dangerous materials or crime. These hazards may pose a threat to life and property and may necessitate costly public improvements.

Infill - occurs when new buildings are built on vacant parcels within city service boundaries and surrounded by existing development.

Infrastructure - includes but is not limited to sewer lines, water lines, reclaimed water lines, roads, intersections, sidewalks, FUTS, landscaping in the right-of-way, gateways, housing, green infrastructure, public art, and in some cases may include utilities such as electric power, data, natural gas, cable television, and telephone.

Invasive Species - a species that spreads and establishes over large areas and persists. Some native plants can be considered invasive in certain circumstances. The national Invasive Species Council defines invasive species as a species that is: (1) non-native (or alien) to the ecosystem under consideration; and (2) whose introduction causes or is likely to cause economic or environmental harm or harm to human health.

Livability Index - a means to quantitatively measure "quality of life" in a particular city. The number is based upon various factors, such as average wage, cost of living, pollution, social services, cultural opportunities, and diversity.

Local Streets - serve immediate access to property and are designed to discourage longer trips through a neighborhood.

LOS - Level of Service.

Low-Impact Development (LID) - an innovative and logical approach to managing stormwater with a basic principle modeled after natural watershed characteristics. LID systems manage rainfall runoff at the source using decentralized small-scale controls uniformly distributed throughout the project area that allow for effective capture, filtration, storage, and infiltration.

Major Streets - streets with a functional classification of commercial local, collector, or arterial.

Mixed-Use Development - any urban, suburban, or rural development, or even a single building, that blends a combination of residential, commercial, cultural, institutional, or industrial uses, where those functions are physically and functionally integrated, and that provides pedestrian connections.

Mobility - the degree to which people and goods may move safely, efficiently, and effectively between origins and destinations.

Mode - a means of travel such as pedestrian, bicycle, transit, or truck.

Mountain Link - direct, high-frequency transit service between Woodlands Village, the Northern Arizona University campus, and downtown Flagstaff.

Multi-modal - travel or transportation systems characterized by more than one means or mode of transport.

NAIPTA - Northern Arizona Intergovernmental Public Transportation Authority.

Native American – a member of any of the indigenous peoples of the Americas.

Natural Areas – are open lands left in a primarily natural state that contain significant natural, cultural, aesthetic, or recreational features that warrant protection.

Natural-Caused Hazards - hazards resulting from natural events, such as flooding, subsidence, earth faults, unstable slopes or soils, or severe climatic conditions (e.g., drought, snow, rain, wind) that present a threat to life and property and may necessitate costly public improvements.

Neighborhood – includes both geographic (place-oriented) and social (people-oriented) components, and may be an area with similar housing types and market values, or an area surrounding a local institution patronized by residents, such as a church, school, or social agency.

Noxious Weeds - a legal term applied to plants regulated by state and federal laws. Arizona Administrative Codes (Arizona Department of Agriculture) define noxious weed as "any species of plant that is detrimental or destructive and difficult to control or eradicate and includes plant organisms found injurious to any domesticated, cultivated, native or wild plant."

Obstruction - any structure or tree that exceeds permissible height limitations or is otherwise hazardous to the landing or taking off of aircraft.

Offices - premises available for the transaction of general business and services including but not limited to professional, management, financial, legal, health, social, or government offices, but excluding retail, artisan, and manufacturing uses.

Open Space - undeveloped or minimally developed lands that have been designated to remain undeveloped, be preserved to protect natural resources, serve as a buffer, and provide opportunities for recreation that requires no facilities. Such recreational uses include walking, trail running, biking, photography, and sitting quietly. Open spaces differ from parks in that open spaces do not have the developed facilities that are traditionally associated with city parks, such as stadium-style lighting, bleachers, playground equipment, and competitive sports fields.

Parks and Recreation Areas – are urban green spaces generally dedicated to active recreational uses.

Pedestrian Shed - the basic building block of walkable neighborhoods. A pedestrian shed is the area encompassed by the walking distance from a town or neighborhood center. Pedestrian sheds are often defined as the area covered by a 5-minute walk (about 0.25 mile or 1,320 feet). They may be drawn as perfect circles, but in practice pedestrian sheds have irregular shapes because they cover the actual distance walked, not the linear (crow flies) distance.

Plaza - a civic space type designed for civic purposes and commercial activities in the more urban areas, generally paved and spatially defined by building frontages.

Preservation - an endeavor that seeks to preserve, conserve, and protect buildings, objects, landscapes, or other artifacts of historical significance.

Public Buildings - include civic and community centers, public schools, libraries, police and fire stations and other public buildings.

Public Parks or Recreation Facilities - outdoor recreation facilities that are open to the public for passive and active recreational activity, such as pedestrian activities, hiking, and jogging; or serve as an historical, cultural or archaeological attraction; playgrounds; ball parks; and allowing organized competitive activities.

Public Sanitary Sewer - includes sanitary sewer systems other than individual on-site systems approved by the State or County and maintained by a public or private agency authorized to operate such systems.

Public Services and Facilities - include police, fire, emergency services, sewage, refuse disposal, drainage, local utilities, rights-of-way, easements, and facilities for them.

Redevelopment - occurs when new development replaces outdated and underutilized development.

Revitalization - to repair what is already in place, adding new vigor by remodeling and preserving.

Rural - describes areas within the region with a low density of people, residences, jobs and activities and characterized with large lot development, paved and unpaved two-lane roads with natural edges, minimal services and goods available to residents, and abundant open spaces and agricultural uses. FUTS connectivity and public transit commuting opportunities may exist.

Rural Floodplains - delineated floodplain areas that are essentially open space and natural land uses and are unsuitable for urban development purposes due to poor natural soil conditions and periodic flood inundation.

Rural Growth Boundary - the line on a map that is used to mark lands in unincorporated areas of the county that are suitable for rural development, as well as lands to be preserved as open lands.

Safety - the protection of our community from natural and artificial hazards, evacuation routes, peak load water supply requirements, minimum road widths according to function, clearances around structures, and geologic hazard mapping.

Scenic Views, Viewsheds, and Vistas – include open hillsides and natural watercourses

School, Charter - a public school established by contract with a district governing board, the state board of education, or the state board for charter schools to provide learning that will improve pupil achievement.

School, Private - a nonpublic institution where instruction is imparted.

School, Public - includes elementary, middle, junior high, and high schools that operate under the local school district.

Services - are anything from a fire station to a fleet shop because of the large equipment and storage involved. Facilities in this category typically have larger space requirements because there is large equipment and/or storage involved. Heating and cooling, interior finishes, and circulation areas required for services are unique and must be addressed to be functional. Service space is defined as 15 to 25 percent offices/workstations and 75 to 85 percent common and support areas.

Singletrack trail – recreational trails intended for hiking, mountain biking, and horseback riding. Singletrack trails are typically 1 to 3 feet in width. The trail surface is native soil, and may be unevenand include obstructions like tree roots or rocks.

State Trust Lands – often misunderstood in terms of both their character and their management, these parcels are not public lands, but are instead the subject of a public Trust created to support the education of children. The Trust accomplishes this mission in a number of ways, including through its sale and lease of Trust lands for grazing, agriculture, municipal, school site, residential, commercial, and open space purposes. In both rural and urban contexts, Trust lands also provide the substantial added benefit of creating critical local economic stimulation. All uses of the land must benefit the Trust, a fact that distinguishes it from the way public land, such as parks or national

forests, may be used. While public use of Trust land is not prohibited, it is regulated to ensure protection of the land and reimbursement to the beneficiaries for its use.

Social vitality - the invigoration or continued and increased activity of citizens, cultural activities, and civic engagement (such as voting).

Suburban - describes areas within the City in which a person is mostly dependent on the automobile to travel to work or other destinations (sometimes referred to as Driveable Suburban), and to accomplish most shopping and recreation needs. These environments may have areas where it is possible to walk or ride a bike for recreational purposes, such as on FUTS trails, but due to the lack of connectivity or nearby amenities, are not favorable for walking or biking as a primary mode of transportation on a day-to-day basis. Suburban areas have medium to low densities of people, residences, jobs and activities with some services and goods available to residents, the streets and sidewalks vary in their design, and access to public transportation may be available.

Sustainability - living and managing activities in a manner that balances social, economic, and environmental considerations to meet Flagstaff's current needs and those of future generations. A sustainable Flagstaff is a community where the social wellbeing of current and future citizens is supported by a vibrant economy and a self-renewing healthy environment.

Trails - pathways for all forms of non-motorized transportation and recreation.

Trailhead – Locations that provide access to the trail system where vehicular parking and other facilities are available. Trail hubs are a type of trailhead that serve as important points of connectivity between the FUTS system and the surrounding recreational singletrack system.

Urban - areas with a higher density of people, residences, jobs and activities; buildings are taller and close to the street; streets and sidewalks are in a grid pattern of relatively small blocks; the area is walkable and a variety of services and goods are available; served by public transportation.

Urban Floodplains - delineated floodplain areas that are located in developed urban areas of the City.

Urban Growth Boundary - the line on a map that is used to mark the separation of urbanizable land from rural land and within which urban growth should be encouraged and contained and outside of which urban development should not occur.

Vacant Land - is publicly- or privately-owned undeveloped land that is not currently protected from development.

Vernacular Development - refers to the tradition of design resulting in simple small structures or borrowed architectural design, such as mid-western style storefronts and craftsman bungalows, built with local materials.

Viewshed - an area of land that is visible to the human eye from a vantage point with particular scenic value that may be deemed worthy of preservation against development or other change.

Walkable - describes areas of the City within which a person can walk, bike or ride transit to work, and to fulfill most shopping and recreation needs. These environments, sometimes referred to as Driveable Urban, allow for the use of automobiles but do not require the use of a vehicle to accommodate most daily needs. These areas are characterized by a variety of destinations within walking distance, such as commercial establishments (such as everyday retail or office), civic establishments (such as religious, nonprofit, or government), civic spaces, or transit stops. On-street parking, trees, and other design elements are typical and sidewalks are sized appropriately for the number of walkers. Buildings meet the street in such a way to make the "outdoor rooms" that define the best urban places, and building facades are human scale, with frequent doorways and windows, and attractive details and ornament.

THIS PAGE INTENTIONALLY LEFT BLANK

XVI PLAN AMENDMENTS

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
November 19, 2015	2015-35 October 20	La Plaza Vieja Neighborhood Specific Plan Minor Plan Amendment, incorporated by reference	XVI-1
December 17, 2015	2015-36 November 17	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment - New area type of Existing Suburban (Core Services Yard)	IX-26-29
December 31, 2015	2015-38 December 1	Map 25: Road Network Illustration Major Plan Amendment and related text edits	IX-35-57 X-1, X-4-5, X-18-22 (In Chapter X, one page of content was deleted)
April 21, 2016	2016-08 March 22	Maps 21 and 22: Future Growth Illustration Minor Plan Amendment - Adding Existing Suburban on McMillan Mesa	IX-26-29
May 5, 2016	2016-09, 2016-10, 2016-11, and 2016-12 April 5	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendments - Add City-Owned parcels to Parks/Open Space area type	IX-26-29
January 5, 2017	2016-31 December 6	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria, information concerning plan amendments and specific Plans, and other related text.	III-1-15
February 16, 2017	2017-04 January 17	Chapter III: How This Plan Works - Amended the Major Plan Amendment Criteria for Category 5: Area Types - Urban/Suburban/ Rural	III-14

Effective Date	Resolution Number and Date	Description of Amendment	Pages Changed
April 20, 2017	2017-08 March 21	Maps 21 and 22: Future Growth Illustrations Minor Plan Amendment Change the area type designation of approximately 20 acres of real property located at 3620 W Schultz Pass road from Area in White area type to Parks/Open Space area type	IX-26-29
March 22, 2018	2018-08 February 20	High Occupancy Housing Specific Plan Minor Plan Amendment, incorporated by reference	XVI-2
March 22, 2018	2018-09 February 20	Regional Plan Amendments proposed through the High Occupancy Housing Specific Plan process.	VIII-15, IX-1, IX-16-17, IX-25-29, IX-33-37, IX-40, IX-42, IX-46-47, IX-63-70, X-6-7, XII-5, GL-6, Appendix A
November 15, 2018	2018-50 October 16	Regional Plan Amendment to make land use and road network designations consistent with the McMillan Mesa Natural Area to clarify the extent of surrounding land uses on City property, and to correct mapping errors.	IX-26-29, X-4-5
September 30, 2020	2020-51 September 1	Regional Plan Amendments proposed through the Southside Community Specific Plan process.	IX-26-29, IX-35
September 30, 2020	2020-52 September 1	Southside Community Specific Plan Minor Plan Amendment, incorporated by reference	XVI-2
January 6, 2022	2021-58 December 7	Carbon Neutrality Major Plan Amendment Amending Chapeters IV and X to address the 2021 Flagstaff Carbon Neutrality Plan	IV-11-12, X-19
November 3, 2022	2021-XX October 4	Active Transportation Minor Plan Amendment amending Chapters X and the Glossary to address the Active Transportation Master Plan	X-8-25, GL-2, GL-4-5, GL-8-9 Note: Pages after X-27 were renumbered

Sara Dechter

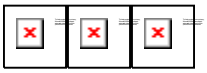
From: Karen Dada <kdada@azland.gov>
Sent: Monday, October 3, 2022 2:13 PM
To: Sara Dechter
Cc: Martin Ince; Jeff Bauman
Subject: Re: ASLD's Proposed Language Trails & Plan Amendment

Good afternoon Sara,

I believe that will be a good interim solution. We are looking forward to continuing the conversation for Flagstaff's future trail and land use plans.

Karen Dada, AICP | Manager, Planning and Engineering Section
Arizona State Land Department
1110 West Washington Street | Phoenix, AZ 85007
O: 602-542-3118 | kdada@azland.gov
Funding Arizona Public Schools and Institutions since 1915

** Please note our new office address as of 07/25/22 1110 W. Washington St., Phoenix, AZ 85007*



On Mon, Oct 3, 2022 at 12:59 PM Sara Dechter <SDechter@flagstaffaz.gov> wrote:

> Hi Karen,
>
> Thanks for taking the time to talk with us today. Will the following conditions satisfy your concerns related to the amendment?
>
> **Staff Recommendation to address ASLD comment**
>
> Recommend that the City Council approve the Active Transportation Minor Regional Plan amendment, case PZ-21-00129-01 with the following conditions:
>
> - Add State land boundaries to all maps
> - Add the recommended disclaimer to Map 26d
> - Maintain the trails as shown in Section 20 on the current Map 26 in Map 26d and Map 26e**
>
> ** These maps would be updated before the effective date.

If you agree, I would put this language on a slide in the presentation and attach our correspondence to the packet this afternoon.

Thank you,

Sara Dechter

From: Karen Dada <kdada@azland.gov>
Sent: Monday, October 3, 2022 12:08 PM
To: Sara Dechter <SDechter@flagstaffaz.gov>
Cc: Martin Ince <mince@flagstaffaz.gov>
Subject: ASLD's Proposed Language Trails & Plan Amendment

Good afternoon Sara,

It was nice speaking with you and Martin again. We appreciate the opportunity to meet this morning to discuss the planning of trails on State Trust Land, and the opportunity to recommend revisions before the current amendment goes to City Council. I have drafted the following language for your consideration:

For the map disclaimers:

Depiction of planned trails on State Trust Land do not constitute final location of or legal access to trails unless a legal trail easement is obtained from ASLD. In the absence of a legal trail easement, any recreational use of State Trust Land requires that individuals and/or groups obtain a Recreation Permit. Permits can be acquired through ASLD's online portal at https://asld.secure.force.com/recreationalpermit/. Please note that certain State Trust Lands may be closed to some or all recreational activities, such as camping or campfires.

For the Council presentation:

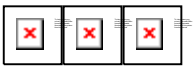
ASLD supports planning documents that depict trails co-located with planned roadway alignments. Depiction of planned trails on State Trust Land do not constitute final location of or legal access to trails unless a legal trail easement is obtained from ASLD. In the absence of a legal trail easement, any recreational use of State Trust Land requires that individuals and/or groups obtain a Recreation Permit. Permits can be acquired through ASLD's online portal at https://asld.secure.force.com/recreationalpermit/. Certain State Trust Lands may be closed by the State Land Commissioner to some or all recreational activities, such as camping or campfires. Currently, no trail easements exist within TRS 21N, 8E, 20. ASLD would like the opportunity to

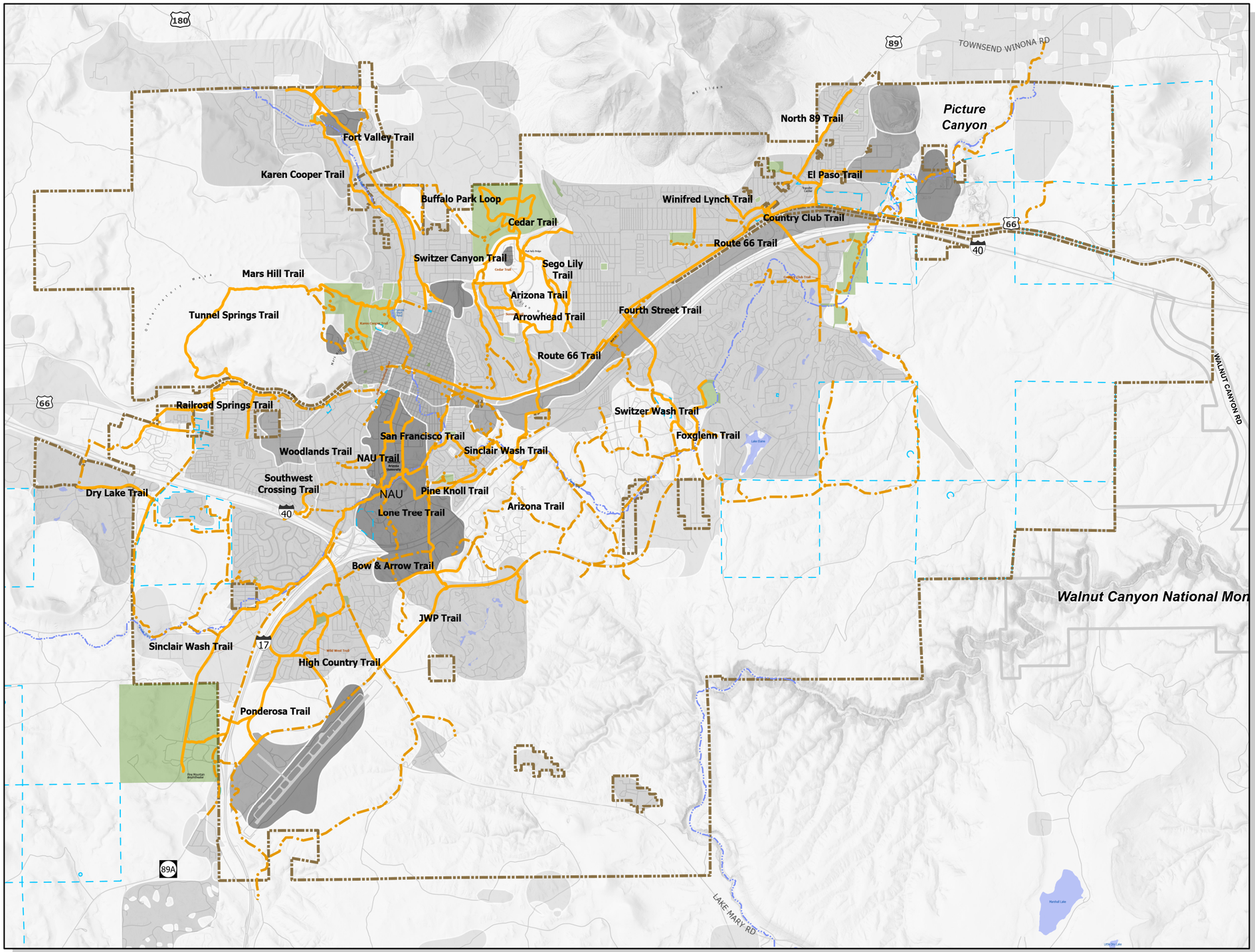
continue working with the City staff in order to determine the most appropriate plan for future trails within Section 20 before this minor amendment is finalized.

Please let me know if you have any questions. Thanks again for the coordination.

Karen Dada, AICP | Manager, Planning and Engineering Section
Arizona State Land Department
1110 West Washington Street | Phoenix, AZ 85007
O: 602-542-3118 | kdada@azland.gov
Funding Arizona Public Schools and Institutions since 1915

** Please note our new office address as of 07/25/22 1110 W. Washington St., Phoenix, AZ 85007*





Map 26d:

EXISTING AND PLANNED FLAGSTAFF URBAN TRAILS

- Existing FUTS trails
- Planned FUTS trails
- City of Flagstaff
- State Land

Depiction of planned trails on State Trust Land do not constitute final location of or legal access to trails unless a legal trail easement is obtained from ASLD. In the absence of a legal trail easement, any recreational use of State Trust Land requires that individuals and/or groups obtain a Recreation Permit. Permits can be acquired through ASLD's online portal at https://asld.secure.force.com/recreationalpermit/. Please note that certain State Trust Lands may be closed to some or all recreational activities, such as camping or campfires.

As Amended November 3, 2022

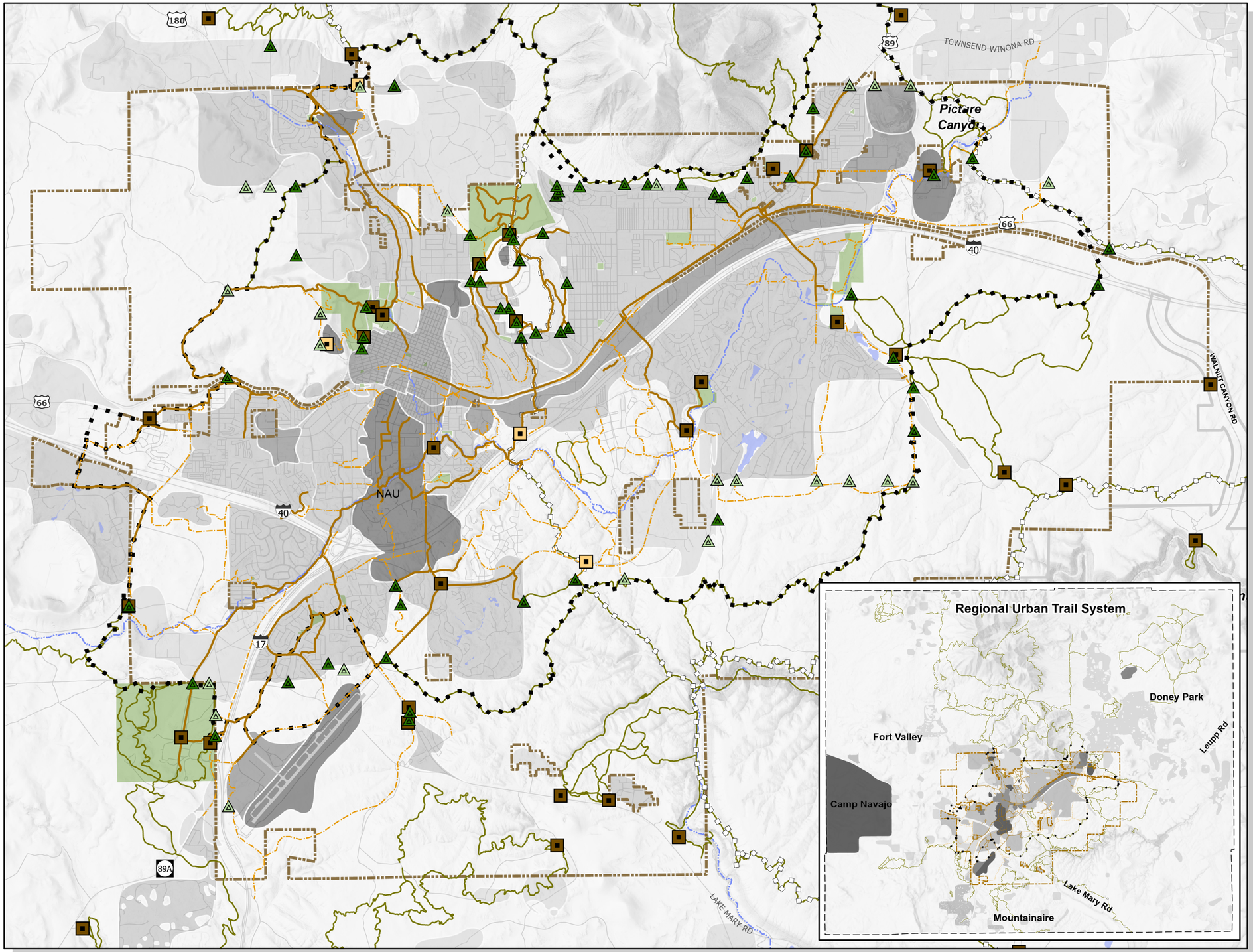
Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN VISION 2030: PLACE MATTERS



Map 26e:

FOREST ACCESS AND TRAILHEADS

- Existing trailheads
- Planned trailheads
- Existing forest access
- Planned forest access
- Existing Flagstaff Urban Trails (FUTS)
- Planned Flagstaff Urban Trails (FUTS)
- Singletrack Trails
- Arizona Trail
- Loop Trail
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2
Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS

Active Transportation Minor Regional Plan Amendment

City of Flagstaff 2022

PZ-21-00129-01

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Plan Amendment Proposal

- The proposed changes to pages X-8 and X-15 include additions and replacements to the narrative:
  - Quality Design
  - Pedestrian Infrastructure
  - Bicycle Infrastructure
- Replacement of Map 26 with Maps 26a through 26e
- Addition of new definitions to the Glossary

Quality Design

Quality Design

The Flagstaff region will pursue quality transportation system design to positively affect our development patterns, physical character, and economic viability. A well-designed street is a joy to travel whether on foot or behind the wheel of a car. Whether road signs or street trees, medians or traffic lights, designers and engineers have a full set of tools to deliver safe, efficient, and enjoyable travel options. Engineering and design standards can be set for all modes appropriate to their urban, suburban, and rural setting. This will achieve expected levels of service and contextual design respectful of the region's unique environmental and cultural heritage, landscape, and viewsheds.

Basic Principles of a Context Sensitive Process

- Design for all road users
- Emphasis on mobility for people and goods
- Legible design
- Equitable streets
- Streets as community places
- Early, continuous involvement of local stakeholders

Context Sensitive Solutions

Context sensitive solutions, or CSS, describes an approach to street design that considers the environment in which the street is located. This means that streets should look and function differently based on where they are located. For example, pedestrian facilities on a downtown street should be more robust than a sidewalk in an industrial area. Likewise, an arterial street through a neighborhood should function differently than a road through a rural area or a bus route. Freight movement, parking, community character, and land uses in the surrounding area can all influence the context for transportation infrastructure. A successful CSS approach must be collaborative, include multiple stakeholders, encourage flexibility in design, avoid one-size-fits-all solutions, and consider community objectives beyond the movement of vehicles.

Complete Streets

A complete streets policy sets a standard that all streets should be designed, operated, and maintained to enable safe access for all users, including pedestrians, bicyclists, drivers, and transit riders of all ages and abilities. A meaningful complete streets policy involves more than just sidewalks, bike lanes, and bus stops; it means that:

- Streets always provide accommodation for all users, even in temporary or interim conditions, as the default.
- Facilities for walking and bicycling are not just present, but functional, comfortable and safe.
- Operation, maintenance, and snow removal accounts for all users, including pedestrians and bicyclists.

The 6 E's of Walking and Bicycling

Planning for walking and biking has traditionally been based around six E's – Engineering, Education, Enforcement, Encouragement, Equity, and Evaluation – that make up a well-rounded, comprehensive approach to pedestrian and bicycle accommodation. Most of the City's efforts have focused on walking and biking infrastructure, which is included in Engineering. However, there is an opportunity and a need to initiate walking and biking programs to better address the other E's as part of a more comprehensive strategy.

QUALITY DESIGN GOALS AND POLICIES

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

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.

Policy T.4.2. Design all gateway corridors, streets, roads, and highways to safely and attractively accommodate all transportation users with contextual landscaping and appropriate architectural features.

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.

Planning for Long Term Maintenance

Maintaining transportation facilities is just as important as building them. Potholes in streets, cracked streets and sidewalks, faded bike lane markings, and eroded FUTS trails discourage their use and can create safety hazards. However, resources needed for maintenance often compete with many other municipal needs, and it can be challenging to make an effective case to decision makers when asking for additional maintenance resources. The first line of defense is to build facilities that are more sustainable and require less on-going maintenance by design. This means that maintenance considerations should be addressed during design, and that individuals or departments who are responsible for maintenance should be part of the design process. Other ways to help manage maintenance obligations include setting priorities so the most important facilities and concerns are addressed first, keeping up-to-date inventories of facilities and conditions, and reviewing maintenance practices for opportunities to find efficiencies and incorporate current methods.







Photo credits: City of Flagstaff

Ten elements of a complete streets policy

1. Vision and intent. Includes an equitable vision for how and why the community wants to complete its streets. Specifies the need to create a complete, connected, network and specifies at least four modes, two of which must be biking or walking.
2. Diverse users. Benefits all users equitably, particularly vulnerable users and the most underinvested and underserved communities.
3. Commitment in all projects and phases. Applies to new, retrofit/reconstruction, maintenance, and ongoing projects.
4. Clear, accountable expectations. Makes any exceptions specific and sets a clear procedure that requires high-level approval and public notice prior to exceptions being granted.
5. Jurisdiction. Requires interagency coordination between government departments and partner agencies on Complete Streets.
6. Design. Directs the use of the latest and best design criteria and guidelines and sets a time frame for their implementation.
7. Land use and context sensitivity. Considers the surrounding community's current and expected land use and transportation needs.
8. Performance measures. Establishes performance standards that are specific, equitable, and available to the public.
9. Project selection criteria. Provides specific criteria to encourage funding prioritization for Complete Streets implementation.
10. Implementation steps. Includes specific next steps for implementation of the policy.

Pedestrian Infrastructure

Pedestrian Infrastructure

57% of residents do not believe that motorists should be given priority over pedestrians and cyclists when planning.
- 2040 Community Values Survey

~~Virtually everyone begins and ends each trip as a pedestrian, so making the region walkable makes sense. It is important to our personal and community health. The economy depends on it – most purchases occur on foot. It is the intent of the region to make walking safe, convenient, and comfortable and for more of us, the mode of choice.~~

Walking is the most enduring and universal mode of transport. In Flagstaff, walking is the most robust of the active modes; the percentage of trips in Flagstaff made by walking is significantly higher than for bicycling or transit. Additionally, the percentage of Flagstaff residents who walk to work far exceeds state and national averages and places us in the upper echelon of our peer communities. According to the most recent Trip Diary Survey, one in five respondents (22 percent) made at least one walking trip of at least 600 feet during the 24-hour survey period. In the central part of the City, which includes Downtown, the Southside, and the NAU campus, one-third (33.6 percent) of respondents made at least one walking trip.

Walkability is highly dependent on land use and urban form in addition to complete and comfortable facilities. Because trips are short, walking requires proximity and is supported by density, mixed-use, and compact form. Walkability is also responsive to good urban design; attractive and engaging places are appealing to pedestrians.

Sidewalks

Sidewalks are a basic facility for walking and a fundamental component of a city-wide pedestrian network. City standards, as well as best practices, dictate that sidewalks should be located along both sides of all streets to accommodate pedestrians. Flagstaff has just over 300 miles of sidewalks along public streets, but only about half of Flagstaff's public streets (53 percent) have sidewalks along both sides of the street. Almost a third of public streets (29 percent) have no sidewalks at all. Parkways or furnishing strips, which form a buffer from traffic for pedestrians, are not present on approximately 64 percent of sidewalks.

Crossings and Intersections

The ability to cross a street is as important to the pedestrian and bicycle network as being able to walk or bike along it. There are 10 flashing beacon crossings and 21 existing grade-separated crossings in Flagstaff, including 10 bridges or tunnels that are exclusively for the use of pedestrians and bicyclists. More than 30 percent of major street intersections have limited or inaccessible pedestrian crossings. There are numerous street corridors in Flagstaff that are uncomfortable to cross due to the speed and volume of traffic and the width of the street. The presence of two interstates and the railroad through Flagstaff create significant breaks in pedestrian and bicycle networks. Grade-separated crossings refer to structures that convey pedestrians and bicyclists over or under interstates, railroad tracks, and major roads. Structures can include bridges and tunnels for the exclusive use of pedestrians and bicyclists, as well as street underpasses and overpasses that include facilities for walking and biking. Grade-separated crossings can add significant value to the walking and biking environment by providing access across features that otherwise create barriers in walking and biking networks. Enhanced crossings are those that include any features that help slow traffic, shorten crossing distances, break crossings into parts, increase visibility, or in general make the crossing safer and more comfortable. Enhancements can be used at any crossing location; however they are most beneficial at mid-block and uncontrolled crossings. Combinations of enhanced crossing treatments are most effective and can improve pedestrian crossings on high volume, high speed roadways. Typical treatments include median refuge islands, advanced yield lines, curb extensions, landscape features, pedestrian activated flashing beacons, advance warning signing, and pedestrian-scaled lighting.

Universal Design and Accessibility

Universal design has several guiding principles: Equitable use, Flexibility in use, Simple and intuitive, Perceptible information, Tolerance for error, Low physical effort, and Size and space for approach and uses. Incorporating principles of universal design makes our transportation system, and especially walking and biking facilities, accessible to all people, regardless of age, ability, or situation without the need for special adaptation. Universal design benefits all users of the transportation system, especially children, elderly individuals, people with mobility challenges, those with temporary conditions such as a broken leg or sprained ankle, and parents with strollers. Accessible facilities and universal design also directly support people with disabilities. In Flagstaff, American Community Survey statistics indicate that one out of every 11 residents have some form of disability.

Electric and micromobility devices

Micro-mobility technology is a rapidly evolving category of light-weight individual transportation devices, including electric scooters, e-bikes, electric skateboards, hoverboards, and other personal mobility devices. Electric micro-mobility devices are more efficient, affordable, and accessible than cars, and they represent a low-carbon mode of transportation to replace cars for daily vehicle trips, including commuting and daily errands. These devices provide an exciting opportunity to revolutionize transportation, reducing common barriers to active transportation, broadening the range of people who can participate and reducing car dependency.

Electric micro-mobility devices are already present in our community, and in the coming years they will become more popular as technology advances and a variety of new, electric-powered micro-mobility devices are introduced. The City's challenge will be to encourage the potential mobility benefits of these devices without creating conflicts with pedestrians and bicyclists. There is typically an expectation that new devices will compete for the same space – sidewalks, bike lanes, and FUTS trails – that in many cases is already insufficient for pedestrians and bicyclists. However, as use of these devices expands it suggests a reduction in motor vehicle use, and a reallocation of roadway space currently given to motor vehicles may be needed.

Flagstaff Urban Trails System (FUTS)

The Flagstaff Urban Trails System (FUTS, ~~say~~pronounced like "foots") is a City-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation ~~(refer to Map 26)~~. At present there are just over 5~~0~~8 miles of FUTS trails in Flagstaff. The overall master plan shows about 80 miles of future trails, to complete a planned system of 130 miles. About half of the miles of existing trails are paved, either in concrete or asphalt, while the other half consist of a hard-packed, aggregate surface. FUTS trails are generally 8 or 10 feet wide.

FUTS trails offer an incredibly diverse range of experiences; some trails are located along busy streets, while others traverse beautiful natural places - canyons, riparian areas, grasslands, meadows, and forests - all within the urban area of Flagstaff. The system connects neighborhoods, shopping, places of employment, schools, parks, open space, and the surrounding National Forest, and allows users to combine their transportation needs with recreation, and contact with nature.

~~With a few exceptions, FUTS trails are operated and maintained by the City of Flagstaff.~~ The FUTS system is a critical component of Flagstaff's pedestrian and bicycle networks. FUTS trails that are located along busy streets provide a comfortable alternative to the street, while FUTS that pass through natural areas offer an enjoyable experience for walking and biking and often serve as a shortcut to the street system.

Regional Open Space Access

Regional Open Space or Forest access describes locations around the perimeter of Flagstaff where access to regional open space and the surrounding national forest. There are dozens of locations around Flagstaff that are currently used for access, but few of these include formal trail improvements or have legal rights-of-access. Planning for these locations will help protect and enhance access to the forest regional open space. Locations within the City of Flagstaff are identified on Map 26e.

PEDESTRIAN INFRASTRUCTURE GOALS AND POLICIES

Goal T.5. Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Policy T.5.1. Provide accessible pedestrian infrastructure with all public and private street construction and reconstruction projects.

Policy T.5.2. Improve pedestrian visibility and safety and raise awareness of the benefits of walking.

Policy T.5.3. Identify specific pedestrian mobility and accessibility challenges and develop a program to build and maintain necessary improvements.

Policy T.5.4. Design streets with continuous pedestrian infrastructure of sufficient width to provide safe, accessible use and opportunities for shelter.

Bicycle Infrastructure

Bicycle Infrastructure

Our region enjoys a well-deserved reputation as a great place for bicycling. ~~Bicycles are an excellent choice for trips of less than three miles which, depending on one's location, can deliver you to the doorstep of most services and businesses in the City. The FUTS and growing miles of bike lanes allow for even longer trips. The region will continue to invest in on-road and trail facilities for bicyclists and will seek to improve the on-site experience by encouraging employers and business to support better parking, changing rooms, and other facilities. In Davis, California 19 percent of employees bike to work. Flagstaff is holding steady between five and six percent and working to achieve gains.~~ Bicycling as a travel mode presents one of Flagstaff's best opportunities for reducing vehicle trips and increasing the share of trips made by active modes. Bicycles make it possible to travel longer distances, and to carry some cargo as well. Flagstaff's compact size means that most of Flagstaff is contained within a bikeable area, so in theory, most in-town trips could potentially be converted to bicycle trips. In Flagstaff the average trip is a little over four miles in length, and almost 60 percent of all trips are less than five miles in length. This distance is eminently bikeable, provided we can make it comfortable for the average person.

Biking is also a big part of Flagstaff's culture and identity. Flagstaff is becoming a world-class destination for mountain biking, with more than 300 miles of recreational single-track trails in close proximity. Flagstaff also hosts numerous bicycle themed events throughout the year.

There are 97 miles of designated bike lanes in Flagstaff, and another 34 miles of usable shoulders. Bike lanes or shoulders are present on 71 percent of major streets, but there are several major road segments lack bike lanes altogether, including Milton Road, Woodlands Village Boulevard, and Humphreys Street. Many other streets are missing bike lanes for short stretches or at specific locations. In total there are 70 miles of missing bike lanes on major streets. Additionally, bike lanes often end before intersections; a total of 61 major intersections are missing bike lanes on one or more of the approaches to the intersection.

Bikeways

Historically, Flagstaff has accommodated bicyclists with conventional bike lanes on collector and arterial streets, as well as paved FUTS trails along some streets. The bikeways plan introduces a more robust network that include the following features:

- Designed to be low stress and comfortable. A low stress bikeways network is one where most people will feel safe and Comfortable riding a bicycle, regardless of their aptitude. For most people, riding in traffic or on busy streets is a primary source of stress. Consequently, providing an appropriate level of separation from traffic is key to a low stress bikeway network. For streets with moderate volumes and speeds, conventional bike lanes provide dedicated space for bicyclists out of the vehicular travel lane. On streets with high volumes and speeds, bike lanes alone may not be sufficient for most cyclists to feel comfortable, and separated bike lanes, cycletracks, or parallel FUTS trails should be considered. Low stress bikeways appeal to a much broader segment of the population, and as a result, make bicycling more viable as a transportation option.

- Establishes a hierarchy. Bikeways are divided into a hierarchy of four bikeway classes, with primary and secondary bikeways serving as the backbone system of main routes for crosstown and regional bicycle travel. The hierarchy organizes the bikeways system and makes it easier to navigate. The hierarchy also helps guide policies and practices for bikeways; primary and secondary routes are more likely to include separated or higher-level facilities and are considered priority routes for maintenance, snow clearing, sweeping, and closures or detours.

- Includes a variety of facilities. The planned bikeways network is comprised of a variety of facilities, which are categorized based on the extent of separation from traffic and include shared streets like bike routes and bike boulevards, dedicated on-street facilities like bike lanes, and separated facilities such as separated bike lanes, cycletracks, and FUTS trails. The network also includes a variety of intersection and crossing treatments.

- Is comprehensive and cohesive. The plan describes a bikeways system that is comprehensive and cohesive, so anyone can travel conveniently and easily by bicycle to destinations and neighborhoods throughout the community. Routes are designated by number and name to help aid navigation, and a system of wayfinding and directional signs help to pull the system together.

Flagstaff Trails Initiative and the Regional Trails Strategy

The Flagstaff Trails Initiative (FTI) (flagstafftrailsinitiative.org) is a non-profit trail advocacy group that seeks to improve the quality, connectivity and community support for a sustainable trail system in and around Flagstaff. FTI was launched in 2017 as a coordinated, multi-agency effort to prepare a formal, comprehensive recreational trails plan for the region. A planning process was conducted over the next few years, with extensive community involvement and technical assistance through the National Park Service's Rivers, Trails, and Conservation Assistance (RTCA) program. The process was led by the four main trail-managing agencies in the region: the City of Flagstaff, Coconino County, USDA Forest Service, and the National Park Service, and supported by a variety of trail user and advocacy groups, such as Flagstaff Biking Organization, Coconino Trail Riders, R2R Hiking Club, the Coconino Horseman's Alliance, the Sierra Club, and the American Conservation Experience.

The planning process culminated in 2020 with creation of the Flagstaff Regional Trails Strategy. The strategy also identifies almost 100 prioritized recommendations for new trails, realignment of existing trails, connections between trails, adoption or restoration of unauthorized trails, and new or improved trailheads. To advance implementation of the strategy, the four trail-managing agencies signed on to a memorandum of understanding to continue cooperative planning and management of the region's trail system, and FTI was incorporated as a formal advocacy organization.

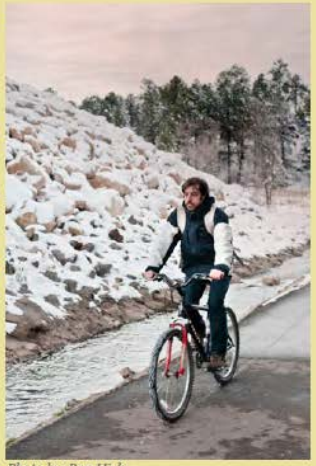


Photo by: Ben Hicks

Arizona National Scenic Trail

The Arizona Trail is an 800-mile non-motorized trail traversing the diverse landscapes of Arizona from Mexico to Utah. Two segments of the Arizona Trail travel through the Flagstaff area: the main route passes through the center of Flagstaff north-south on FUTS trails, while a second route, referred to as the equestrian bypass, skirts around the east side of town. The Arizona Trail Association was formed in 1994 as a volunteer organization to help build, maintain, promote, protect, and sustain the Arizona Trail. The trail was designated a National Scenic Trail in 2009; one of only 11 trails so designated in the United States.

Flagstaff Loop Trail

The Flagstaff Loop Trail is a 45-mile non-motorized trail around Flagstaff that is intended to provide an exceptional recreational experience close to the urban fringe. Singletrack trails comprise most of the loop, although FUTS trails are used in several locations. The concept is that of a wheel encircling Flagstaff, with FUTS and other trails serving as spokes to provide access from the community, and the loop in turn giving access to the network of singletrack trails and regional open space. The Loop Trail has been planned as a cooperative project between the Coconino National Forest, Coconino County, and the City of Flagstaff. Local advocacy groups, most notably Flagstaff Biking Organization, have also provided extensive volunteer support.

BICYCLE INFRASTRUCTURE GOALS AND POLICIES

Goal T.6. Provide for bicycling as a safe and efficient means of transportation and recreation.

Policy T.6.1. Expand recognition of bicycling as a legitimate and beneficial form of transportation.

Policy T.6.2. Establish and maintain a comprehensive, consistent, and highly connected system of bikeways and FUTS trails.

Policy T.6.3. Educate bicyclists and motorists about bicyclist safety through education programs, enforcement, and detailed crash analyses.

Policy T.6.4. Encourage bikeways and bicycle infrastructure to serve the needs of a full range of bicyclist experience levels.

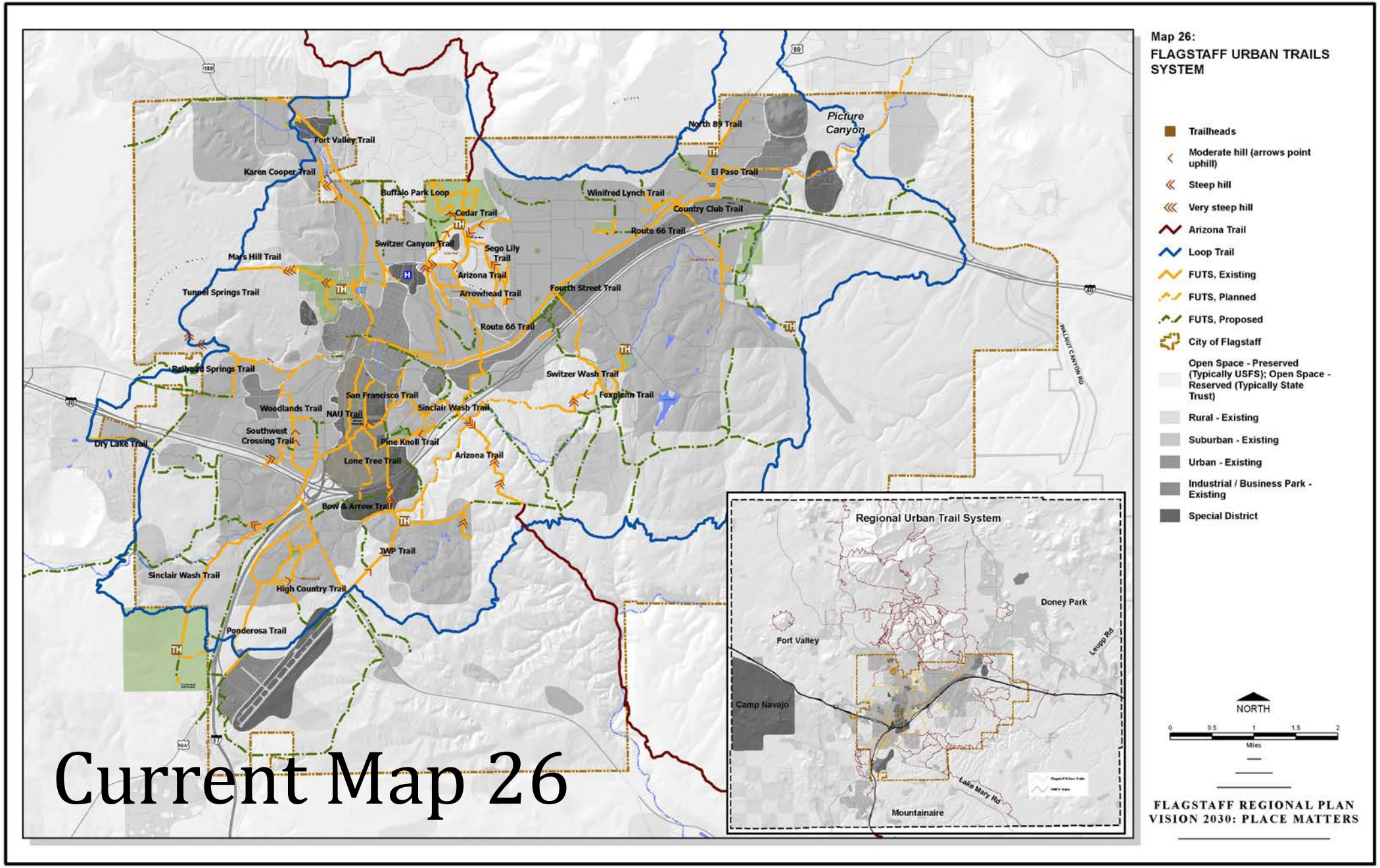
Policy T.6.5. Provide short- and long-term bicycle parking where bicyclists want to travel.

Policy T.6.6. Integrate policies to increase bicycling and meet the needs of bicyclists into all relevant plans, policies, studies, strategies, and regulations.

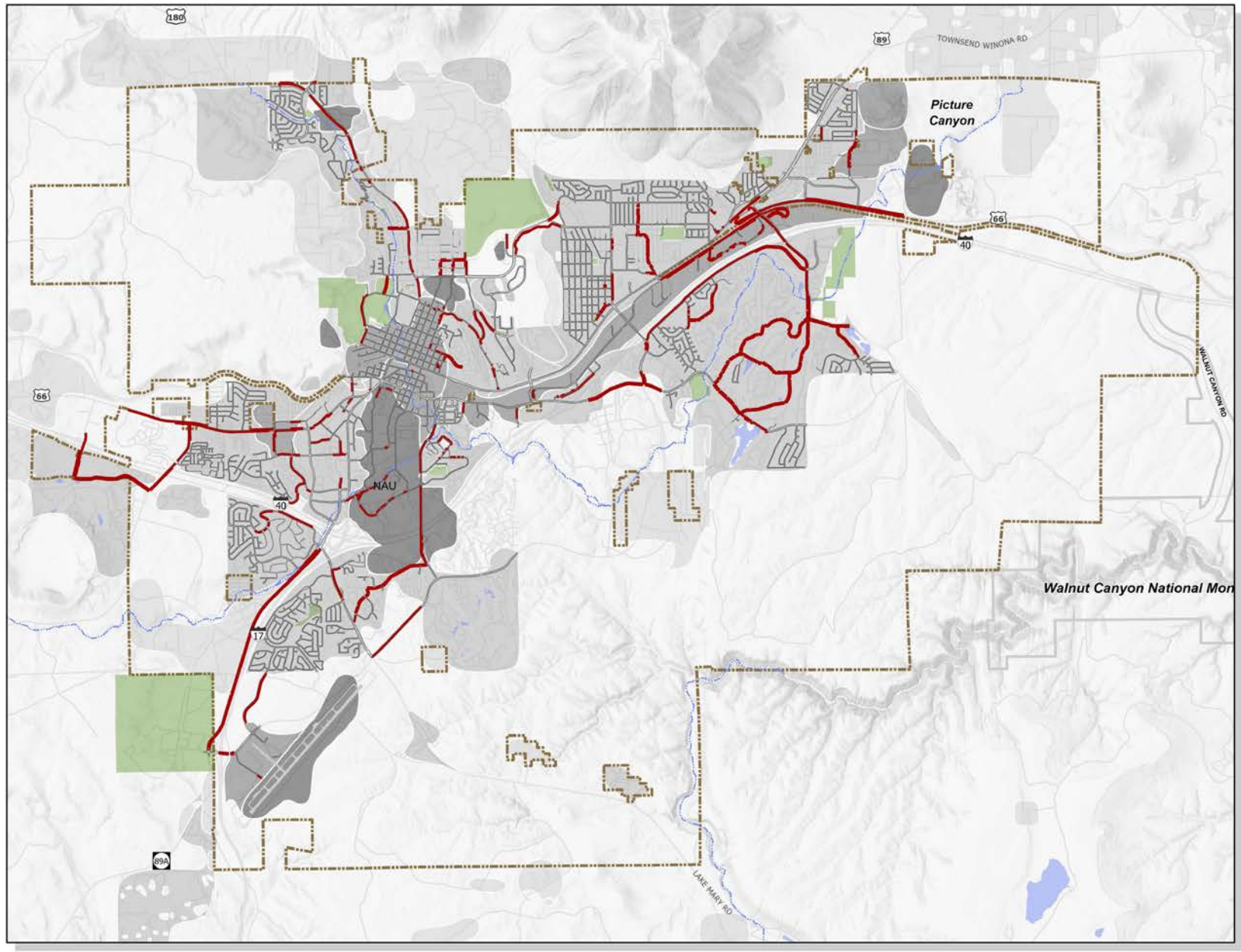
Plan Amendment Proposal

New Maps

- 26a – Existing and Missing Sidewalks
- 26b – Planned Bikeways by class
- 26c – Enhanced and Grade separated crossings
- 26d – Existing and Planned FUTS
- 26e – Forest Access and Trailheads



Current Map 26



Map 26a:

EXISTING AND MISSING SIDEWALKS ON PUBLIC STREETS

- Missing Sidewalks on Major Streets
- Existing Sidewalks
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

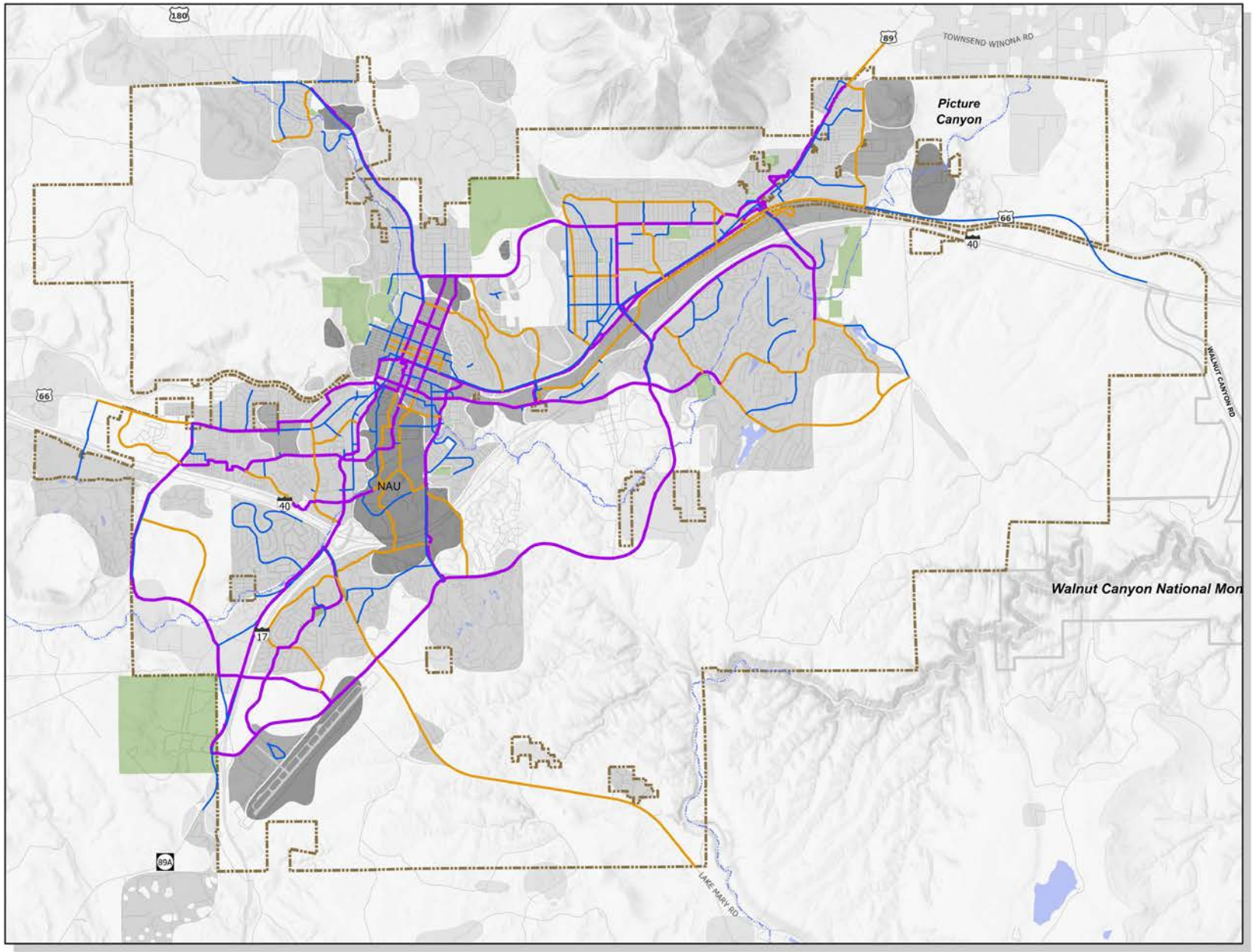
As Amended November 3, 2022

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2
Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS



Map 26b:

PLANNED BIKEWAYS BY CLASS

Planned Bikeways

- 1 Primary
- 2 Secondary
- 3 Third
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

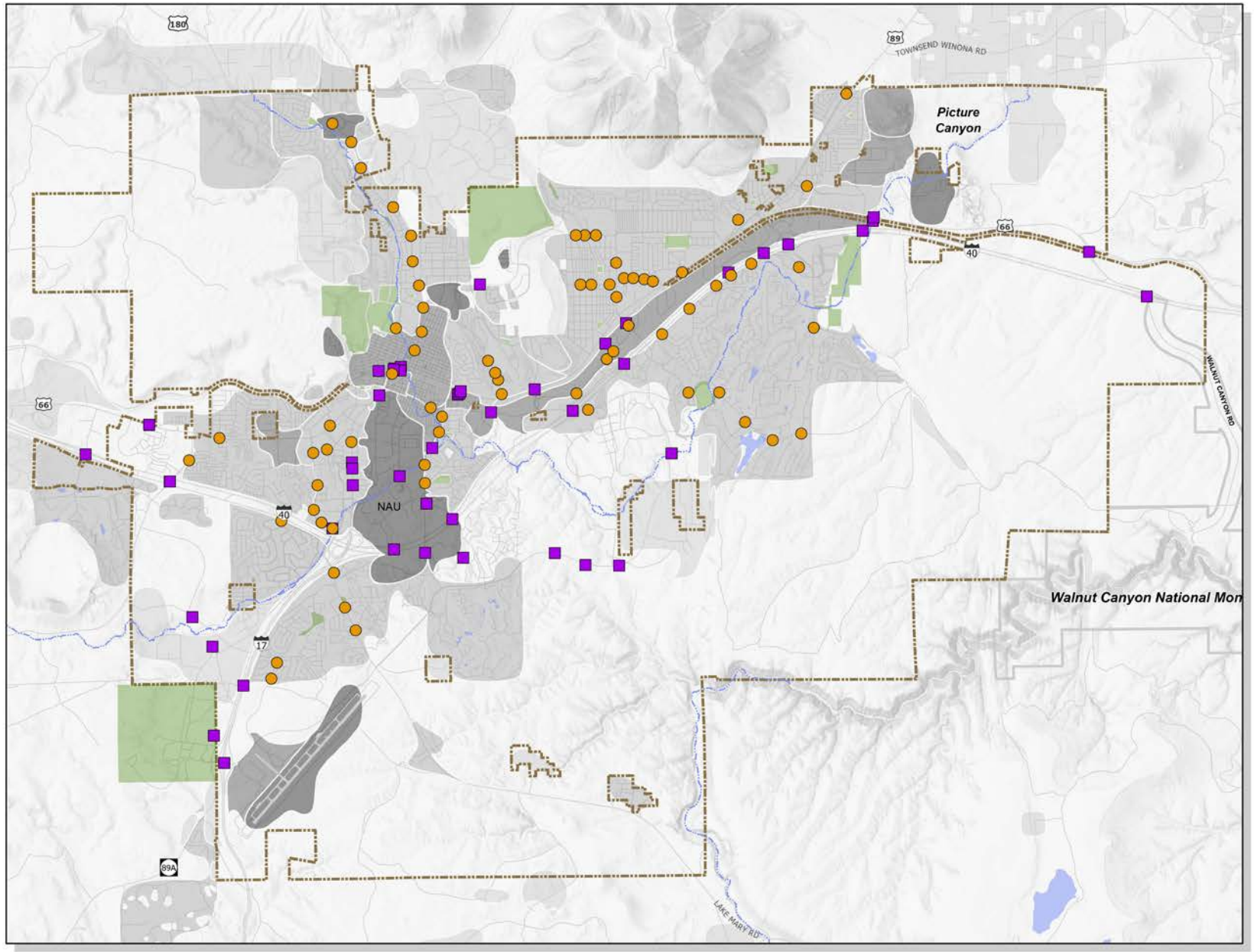
Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS



Map 26c:

ENHANCED AND GRADE-SEPERATED CROSSINGS

- Enhanced crossings | planned
- Separated crossings | planned
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

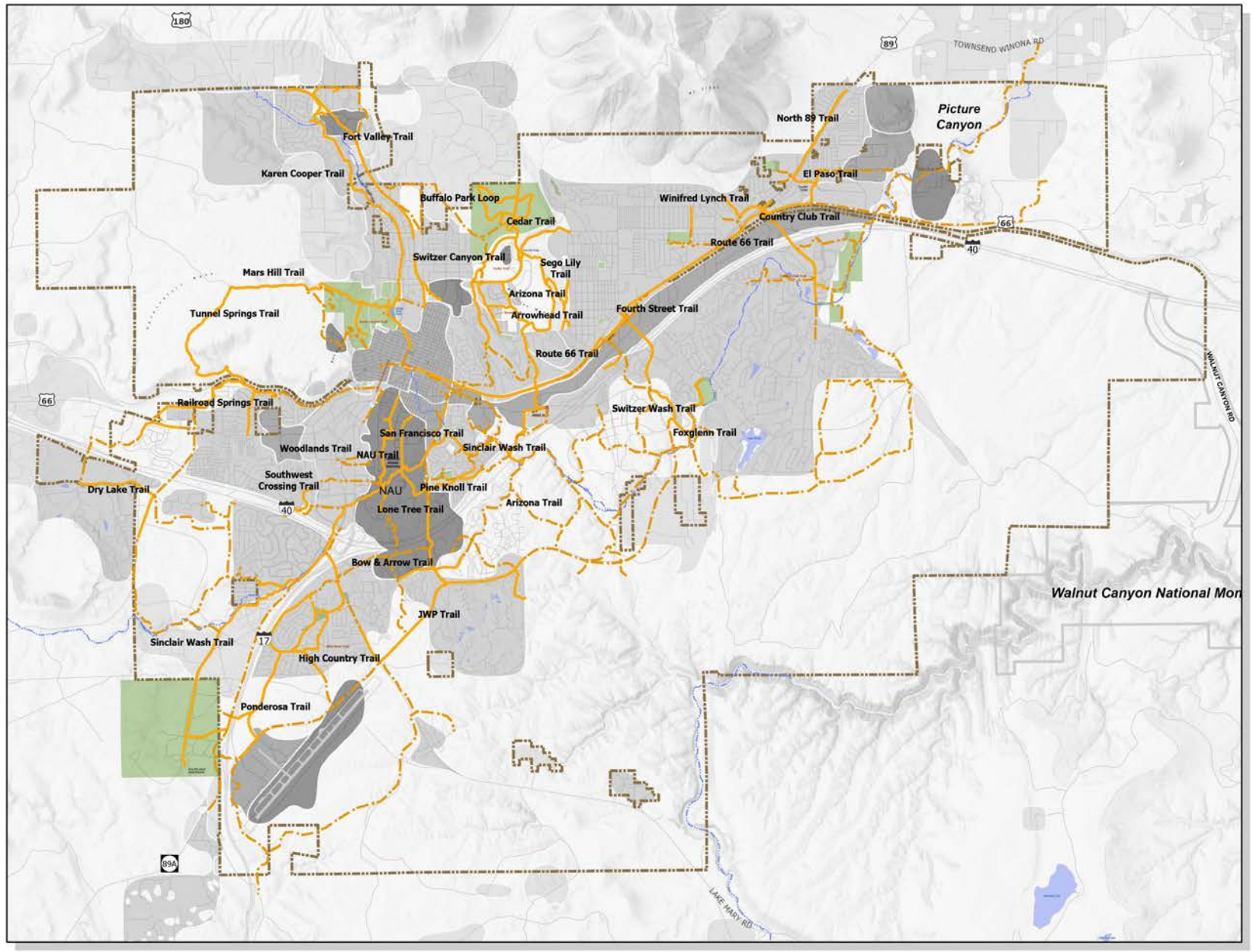
As Amended November 3, 2022

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2
Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS



Map 26d:

EXISTING AND PLANNED FLAGSTAFF URBAN TRAILS

- Existing FUTS trails
- Planned FUTS trails
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

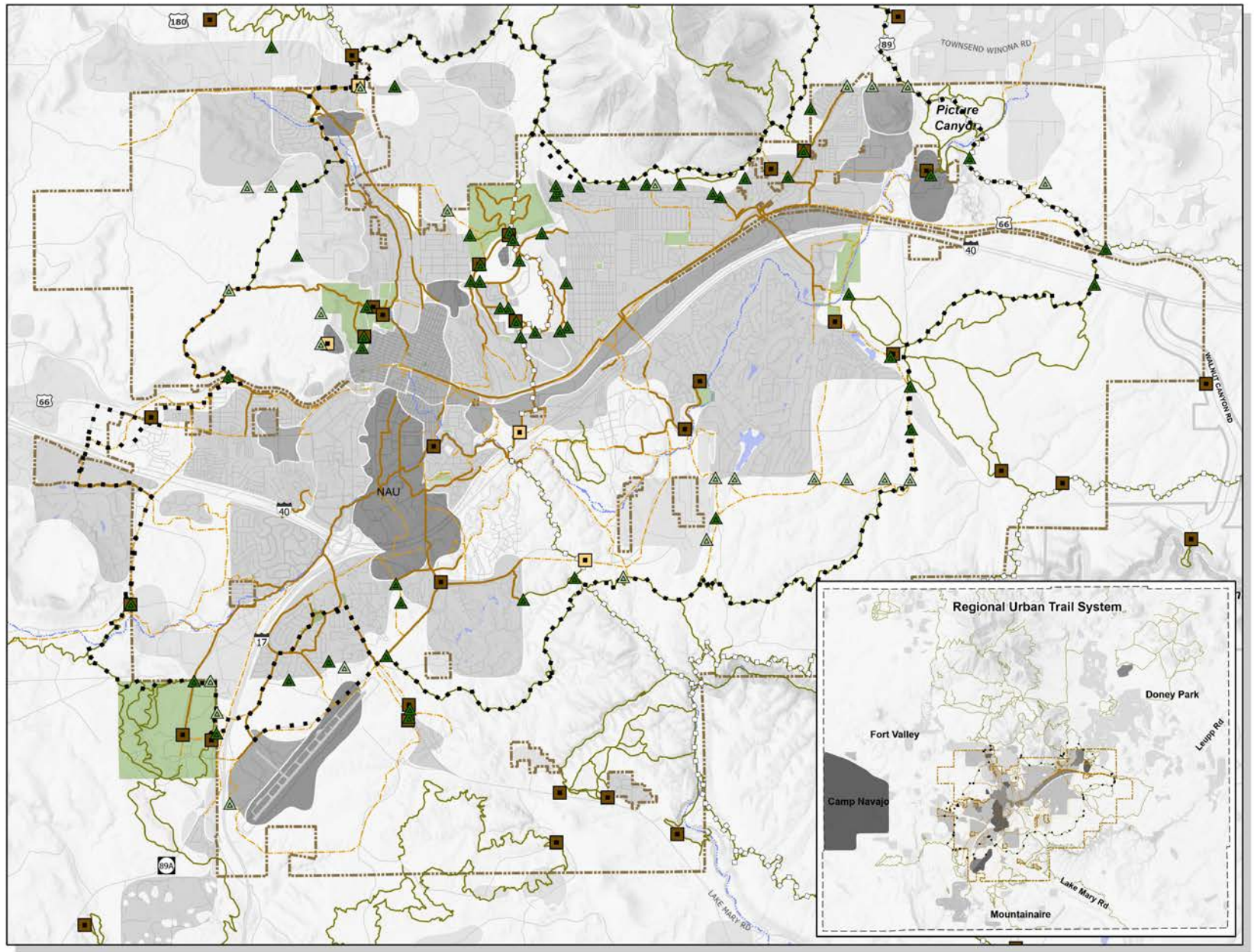
As Amended November 3, 2022

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2
Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS



Map 26e:

FOREST ACCESS AND TRAILHEADS

- Existing trailheads
- Planned trailheads
- Existing forest access
- Planned forest access
- Existing Flagstaff Urban Trails (FUTS)
- Planned Flagstaff Urban Trails (FUTS)
- Singletrack Trails
- Arizona Trail
- Loop Trail
- City of Flagstaff
- Open Space - Preserved (Typically USFS); Open Space - Reserved (Typically State Trust)
- Rural - Existing
- Suburban - Existing
- Urban - Existing
- Industrial / Business Park - Existing
- Special District

As Amended November 3, 2022

Please see www.flagstaffmatters.com for an interactive GIS map.

NORTH

0 0.5 1 1.5 2

Miles

FLAGSTAFF REGIONAL PLAN
VISION 2030: PLACE MATTERS

Why is a plan amendment necessary?

The community discussion on active transportation has evolved rapidly since the 2014 adoption of the Regional Plan. In the process of developing an ATMP, the relationship between the Regional Plan and this new document was reviewed by staff and the public.

There was an acknowledgement that the goals and policies of the Regional Plan fit with the new ATMP but that the supporting text was lacking and the maps were outdated.

Amendment Process

Prepare Application

Prepare draft amendment language and impact analyses

Inter Division Staff review

Application deemed complete
Transmit to other government agencies, utility companies, and the public

Public Hearings

Public review session with Pedestrian and Bicycle Advisory Committees and the Transportation Commission

Planning and Zoning Commission Hearing

Council Hearing

Plan Amendment v. ATMP Process

Minor Plan Amendment	**Public Review**	Active Transportation Master Plan
Pedestrian and Bicycle Advisory Committee Reviews		60 day public review Pedestrian and Bicycle Advisory Committee Recommendations
Final Commission Recommendation		
Planning and Zoning Commission on the Plan Amendment		Transportation Commission Recommendation on the ATMP
Final Approval		
Resolution on the Plan Amendment		Resolution on the ATMP

Plan Conformance

Finding #1

Goals and policies support the amendment

Substantial conformance

- Improve Accessibility
- Support more types of facilities in support of Bicycling, Walking and Complete Streets goals
- Mode shift in support of climate neutrality

Community Benefits

Finding #2

- Consideration of emerging technology and micromobility in creating carbon neutral transportation options
- Public health benefits from the increase in activity for individuals and households
- Opportunities to decrease the number of bicycle and pedestrian accidents by creating greater separation and updated design standards that would result from plan implementation

Plan Amendment Proposal

Planning and Zoning Commission Recommendation

Recommend that the City Council approve the Active Transportation Minor Regional Plan amendment, case PZ-21-00129-01 with map corrections. *

*Maps in Exhibit A attached to the Resolution have these corrections incorporated.

Arizona State Land Comments

ASLD supports planning documents that depict trails co-located with planned roadway alignments. Depiction of planned trails on State Trust Land do not constitute final location of or legal access to trails unless a legal trail easement is obtained from ASLD. In the absence of a legal trail easement, any recreational use of State Trust Land requires that individuals and/or groups obtain a Recreation Permit. Permits can be acquired through ASLD's online portal at https://asld.secure.force.com/recreationalpermit/.

Certain State Trust Lands may be closed by the State Land Commissioner to some or all recreational activities, such as camping or campfires. Currently, no trail easements exist within TRS 21N, 8E, 20. ASLD would like the opportunity to continue working with the City staff in order to determine the most appropriate plan for future trails within Section 20 before this minor amendment is finalized.

Plan Amendment Proposal

Staff Recommendation to address ASLD comment

Recommend that the City Council approve the Active Transportation Minor Regional Plan amendment, case PZ-21-00129-01 with the following conditions:

- Add State land boundaries to all maps
- Add the recommended disclaimer to Map 26d
- Maintain the trails as shown in Section 20 on the current Map 26 in Map 26d and Map 26e**

** These maps would be updated before the effective date.

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Katie Brandis, Dispatch Supervisor
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-47: A resolution of the Flagstaff City Council, approving an Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff for the Arizona 911 Grant Program.

Consideration and Approval of Grant Agreement: Arizona 911 Grant Agreement between Arizona Department of Administration Office of Grants and Federal Resources and the City of Flagstaff acting as System Administrator for Coconino County.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2022-47 by title only
2. City Clerk reads Resolution No. 2022-47 by title only (if approved above)
3. Adopt Resolution No. 2022-47
4. Approve the acceptance of the grant award from the Arizona Department of Administration Office of Grants and Federal Resources in the amount of $544,095.00 for the 911 budget for Coconino County FY2023.

Executive Summary:

The Flagstaff Police Department, acting as the 911 System Administrator for Coconino County Primary Service Answering Points (PSAP's), was awarded $544,095.00 in grant funds from the Arizona Department of Administration Office of Grants and Federal Resources State 911 Office. This grant funds all operational costs of the 911 telephone systems for all the PSAPs in Coconino County which includes: Flagstaff Police Department, Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service.

One of the grant requirements is for the System Administrator to enter into Intergovernmental Agreements (IGAs) with all the PSAP's they will be paying the 911 system bills for. In Coconino County, this includes Williams Police Department, Page Police Department, Grand Canyon National Park Service, and Glen Canyon National Park Service. The IGAs state that if the Arizona Department of Administration Grants and Federal Resources State 911 Office is unable to pay for the 911 system, each PSAP will be responsible for paying their portion of the 911 system operating costs.

Financial Impact:

The grant award is $544,095.00 which will fund all of Coconino County PSAP's 911 system operational costs 100% and is budgeted in FY2022-23 in the General Fund, under the Police Division in account number 001-04-062-6246-2.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Effective Governance-Regional Plan (2030 -Planning, Public Safety, Goal PF.3
Provide high-quality emergency response and public safety services.

Has There Been Previous Council Decision on This:

Yes. The grant and the intergovernmental agreements were passed by council in 2018, 2019, 2020 and 2021.

Options and Alternatives:

1. Approve the acceptance of the IGA's or decline the acceptance of the IGA's.
2. Approve the acceptance of the Grant Agreement or decline the acceptance of the agreement.

Background/History:

Flagstaff Police Department has been designated by the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office as the System Administrator for all PSAP's in Coconino County. The System Administrator is responsible for submitting 911 system operating bills to the Arizona Department of Administration Office of Grants and Federal Resources Office State 911 Office and submitting call statistics and required reports to the State for all PSAP's within the county. In 2018, the State 911 Office was moved to the Arizona Department of Administration Office of Grants and Federal Resources Office. With this change, the Arizona Department of Administration Office of Grants and Federal Resources created a grant program for the 911 budget. System Administrators had to apply for the funds on behalf of the PSAP's in their county to pay the 911 bills. This allows the PSAP's and the System Administrators to be responsible for their bills and to be reimbursed through the grant award by the state. A requirement of the grant is to have agreements in place with the city that is designated System Administrator and the PSAP's they are responsible for.

Key Considerations:

911 is known nationwide as the telephone number to call when a person needs emergency assistance. PSAPs field emergency telephone calls for all of Coconino County. Flagstaff Police Department was designated by the State 911 Office to be the System Administrator for the PSAPs within Coconino County. 911 systems in Arizona are funded from a tax on cell phones called the Emergency Telecommunication Service Revolving Fund.

Flagstaff Police Department was designated System Administrator for the PSAP's within Coconino County to include: Williams Police Department, Page Police Department, Grand Canyon National Park and Glen Canyon National Park. The IGA's assure that if the State is unable to pay the 911 System bills, each PSAP will be responsible for their portion of the cost.

Community Benefits and Considerations:

Having a 911 system allows citizens to dial three numbers to have access to emergency services instead of having to dial seven digits and go through an automated telephone system. This allows for faster responses to emergencies for every citizen. The IGA's and the 911 budget grant will allow the PSAP's in Coconino County to have a consistent emergency response.

Community Involvement:

To work with the public to ensure that the Coconino County PSAP's have correct address information and provide exceptional emergency services Countywide.

Expanded Options and Alternatives:

If approved the grant would allow for the acceptance of $544,095.00 in State funds that will provide consistent access to the 911 emergency telephone system and the IGA's would allow the City of Flagstaff, acting as 911 System Administrator to pay the 911 system operating bills on behalf of Coconino County PSAP's and be reimbursed from awards from the State 911 grant.

Attachments:

Res. 2022-47
911 Grant Agreement
IGA-Glen Canyon
IGA-Page
IGA-Williams
IGA - Grand Canyon

RESOLUTION NO. 2022-47

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILLIAMS, CITY OF PAGE, GRAND CANYON NATIONAL PARK, GLEN CANYON NATIONAL PARK SERVICE AND THE CITY OF FLAGSTAFF FOR THE ARIZONA 911 GRANT PROGRAM.

RECITALS:

WHEREAS, the PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, the Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

ENACTMENTS:

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

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the City of Williams, City of Page, Grand Canyon National Park, Glen Canyon National Park Service and the City of Flagstaff, Arizona, attached hereto ("IGA"), which shall become effective July 1, 2022 ("Effective Date").

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 4th day of October 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:

1. – IGA with Glen Canyon National Park Service
2. – IGA with Grand Canyon National Park
3. – IGA with City of Page
4. – IGA with City of Williams

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-23-02

This Grant Agreement (**"Agreement"**) is between the Coconino Region, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2022 and terminate on June 30, 2023. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

5. Termination:

   5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

   5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee:
   6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.

6.2. GRANTEE agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

6.5. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

6.7. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

6.12. Required activity and financial reports are submitted according to the following schedule(s):

	ACTIVITY REPORTS	
	Report Due:	**Due Date:**
	GIS Accuracy Report	June 25, 2023

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

7. Responsibilities of the State:

7.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $544,095 in state funds.

7.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

7.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$535,396.00
Construction	$0.00
Other Costs	$8,699.00
Total	$544,095.00

MISCELLANEOUS TERMS

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which 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 for any damages as a result of termination under this paragraph.

9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to ADOA. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration

10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:

10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);

10.2. That any breach of the warranty in paragraph 8.a shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is

complying with the warranty in paragraph 8.a and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and

10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

15. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.

18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:

Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:

Flagstaff Police Department
911 E Sawmill Rd
Flagstaff, AZ 86001
Attention: Katie Brandis

Arizona Department of Administration
Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, two (2) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory	Date
Printed Name and Title	
Additional signature(s) if required by political subdivision	Date
Printed Name and Title	Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Arizona Department of Administration	Date

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

Glen Canyon National Park Service

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, 2022, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Glen Canyon National Park Service ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the ADOA-GFR Arizona 911 Grant Awards for the next five years.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Glen Canyon National Park Service will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the Glen Canyon National Park Service.

C. The City of Flagstaff, as system administrator will pay the Glen Canyon National Park Service PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The Glen Canyon National Park Service will be budgeted an amount each year from the ADOA-GFR Grant, per that year's grant agreement, which will be attached to this agreement as Exhibit A. Exhibit A include the Budget and the Grant agreement from the state and will be reviewed and approved each year of this agreement by the City of Flagstaff Communications Manager and the Glen Canyon National Park Supervisory Dispatcher. If the City of Flagstaff is not reimbursed for paying the Glen Canyon National Park Service PSAPs' operating bills by the State, then the Glen Canyon National Park Service agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The Glen Canyon National Park Service agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Glen Canyon National Park Service shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award.

3. Indemnification

Claims for Damages to persons and property may be adjudicated according to applicable federal and state law.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on August XX, 2022 and terminate on September 1, 2027.

B. This agreement may be renewed or amended for another five year term contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to

the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:
_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____ Date of formal approval by governing body:

Name: _____

Title: _____ _____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

City of Page

This intergovernmental agreement ("Agreement") is entered into this __ day of _____, 2022, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Page, an Arizona municipal corporation with offices at 697 Vista Avenue, Page, Arizona ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2021-2022 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Page will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Page. MIS Report information is due to the City of Flagstaff by January 25, 2022.

C. The City of Flagstaff, as system administrator will pay the City of Page PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Page will be budgeted an amount each year from the ADOA-GFR Grant, per that year's grant agreement, which will be attached to this agreement as Exhibit A. Exhibit A includes the Budget and the Grant agreement from the State and will be reviewed and approved each year of this agreement by the City of Flagstaff Communications Manager and the City of Page Dispatch Supervisor. If the City of Flagstaff is not reimbursed for paying the City of Page PSAPs' operating bills by the State, then the City of Page agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The City of Page agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City of Page shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent allowed under Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims

The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance

Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on August XX, 2022 and terminate on September 1, 2027.

B. This Agreement may be renewed or amended by mutual agreement of the parties for up to five years contingent upon available funding from the State.

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws

Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure

This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination

Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information.

11. Legal Arizona Workers Act Compliance

Parties are required to comply with A.R.S. §41-4401, and each hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____ Date of formal approval by governing body:

Name: _____

Title: _____ _____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Exhibit B

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

City of Williams

This intergovernmental agreement ("Agreement") is entered into this _____ day of _____, 2022, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the City of Williams, an Arizona municipal corporation with offices at 113 S. 1st Street Williams, Arizona ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose
The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement
The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administer of the 2021-2022 ADOA-GFR Arizona 911 Grant Award.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the City of Williams will provide the necessary information to the City of Flagstaff, ten (10) days prior to the

date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the City of Williams. MIS Report information is due to the City of Flagstaff by January 25, 2022.

C. The City of Flagstaff, as system administrator will pay the City Of Williams PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The City of Williams will be budgeted an amount each year from the ADOA-GFR Grant, per that year's grant agreement, which will be attached to this agreement as Exhibit A. Exhibit A includes the Budget and the Grant agreement from the state and will be reviewed and approved each year of this agreement by the City of Flagstaff Communications Manager and the City of Williams Supervisory Dispatcher. If the City of Flagstaff is not reimbursed for paying the City of Williams PSAPs' operating bills by the State, then the City of Williams agrees to reimburse the City of Flagstaff for their operating bills.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The City of Williams agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the City Of Williams shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award. (See Exhibit B, Copy of Grant Agreement)

3. Indemnification

To the extent permitted by Arizona Law, each Party to this Agreement shall indemnify, defend and hold harmless the other Party, their members, directors, officers, employees, agents, attorneys and assigns from and against any and all claims, losses, liability, costs or expenses resulting from the negligence or willful misconduct of the indemnifying Party or Parties. This indemnification shall survive termination of this Agreement or the termination of the participation of any of its Parties.

4. Worker's Compensation Claims
The Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on August XX, 2022 and terminate on September 1, 2027.

B. This agreement may be renewed or amended for up to five years contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance \
Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.
Each Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body.

Party:

_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____ Date of formal approval by governing body:

Name: _____

Title: _____ _____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Category	GL Account	Title	Units	Unit Cost	Extended Cost	Direct Cost
Contractual						
Wireless Phase 2						
	(Page)	AZ Telephone Co	1	$4,931.04	$4,931.04	$4,931.04
	(Page)	AZ Telephone Co	1	$7,758.48	$7,758.48	$7,758.48
	(Flagstaff)	Frontier	1	$6,995.52	$6,995.52	$6,995.52
	(Page)	Comnet	1	$14,181.72	$14,181.72	$14,181.72
Century Link Wireline Trunks						
	(Flagstaff)	Century Link	1	$8,338.00	$8,338.00	$8,338.00
	(Flagstaff)	Century Link	1	$1,440.24	$1,440.24	$1,440.24
	(Flagstaff)	Century Link	1	$3,533.68	$3,533.68	$3,533.68
	(Flagstaff)	Century Link	1	$13,628.52	$13,628.52	$13,628.52
NG911/Managed Services						
	Century Link	Grand Canyon	1	$51,378.36	$51,378.36	$51,378.36
	Century Link	Flagstaff Police	1	$264,288.36	$264,288.36	$264,288.36
	Century Link	Williams Police	1	$52,857.72	$52,857.72	$52,857.72
	Century Link	Page Police	1	$52,818.72	$52,818.72	$52,818.72
Legacy System						
Glen Canyon	Glen Canyon		1	$4,964.52	$4,964.52	$4,964.52
Glen Canyon Maintenance			1	$8,624.16	$8,624.16	$8,624.16
Contractual Total			**15**	**$495,739.04**	**$495,739.04**	**$495,739.04**

Exhibit B

PSAP	Amount
Flagstaff	298,224.32
Williams	52,857.72
Page	79,689.96
Grand Canyon	51,378.36
Glen Canyon	13,588.68
GIS Project	39,656.96
Admin Fee	8,699.00
Total	**544,095.00**

Exhibit B

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
between

the City of Flagstaff

and

Grand Canyon National Park Service

This intergovernmental agreement ("Agreement") is entered into this ___ day of _____, 2022, between the City of Flagstaff, an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona, and the Grand Canyon National Park Service ("PARTIES").

RECITALS

A. The PARTIES desire to enter into this Agreement for administration of grant funds provided by Arizona Department of Administration, Office of the Grants and Federal Resources (ADOA-GFR) Arizona 911 Grant Program to the City of Flagstaff as the Systems Administrator for all Public Safety Answering Points (PSAPs) in Coconino; and

B. The PARTIES recognize the importance of interagency cooperation; and

C. The Arizona 911 Grant program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunications system.

NOW, THEREFORE, pursuant to A.R.S. §11-952, authorizing agreements for services among two or more public agencies, and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to administer the funds received by the City of Flagstaff under the ADOA-GFR Arizona 911 Grant Program for maintenance and operating of all PSAPs in Coconino County.

2. Agreement

The parties agree to the following Procedures:

A. The City of Flagstaff, acting as the 911 System Administrator, will serve as the grant administrator of the ADOA-GFR Arizona 911 Grant Awards for the next five years.

B. Pursuant to the ADOA-GFR Arizona 911 Grant Program guidelines the Grand Canyon National Park Service will provide the necessary information to the City of Flagstaff, ten (10) days prior to the date the MIS Accuracy Report is due to the State. The City of Flagstaff will prepare and submit the GIS report, the Level of Service Report, and the Financial Reports on behalf of the Grand Canyon National Park Service.

C. The City of Flagstaff, as system administrator will pay the Grand Canyon National Park Service PSAPs' operating bills and submit reimbursement to the State under the ADOA-GFR Arizona 911 Grant Program for the City of Flagstaff to be reimbursed. The Grand Canyon National Park Service will be budgeted an amount each year from the ADOA-GFR Grant, per that year's grant agreement, which will be attached to this agreement as Exhibit A. Exhibit A include the Budget and the Grant agreement from the state and will be reviewed and approved in writing each year of this agreement by the City of Flagstaff Communications Manager and the Grand Canyon National Park Supervisory Dispatcher, and upon written approval shall be incorporated into this Agreement. If the City of Flagstaff is not reimbursed for paying the Grand Canyon National Park Service PSAPs' operating bills by the State, then the Grand Canyon National Park Service agrees to reimburse the City of Flagstaff for their operating bills, subject to availability of funds and appropriations from Congress. Grand Canyon National Park Service agrees to make reasonable efforts budget for unforeseen contingencies such as failure of State reimbursement.

D. During the term of this Agreement, participating agencies will be monitored periodically by City staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

E. The Grand Canyon National Park Service agrees to retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times and upon request, the Grand Canyon National Park Service shall produce the original of any or all such records to the City of Flagstaff or the offices of the Arizona Department of Administration.

F. The participating agencies agree to promptly provide any additional documentation to Flagstaff as requested, which may be necessary in connection with the ADOA-GFR Arizona 911 Grant Award.

3. Appliable Law for Claims

Claims for Damages to persons and property may be adjudicated according to applicable federal and state law.

4. Worker's Compensation Claims
The Non-federal Parties shall comply with the provisions of A.R.S. §23-1022 (E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this Agreement.

5. Insurance
Each Party shall bear the risk of its own actions, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

6. Effective Date; Term; Effect of Termination on Remaining Parties;

A. Effective Date. This Agreement will commence on August XX, 2022 and terminate on September 1, 2027.

B. This agreement may be renewed or amended for another five year term contingent upon available funding from the State

C. Termination. Any Party may terminate its participation in this Agreement by providing the other Party (or Parties) thirty (30) days written notice.

7. Cancellation for Conflict of Interest
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

8. Compliance with All Laws
Each Party shall comply with all applicable federal, state, and local laws, rules and regulations.

9. Execution Procedure
This Agreement will be executed in counterparts by the governing body of each Party.

10. Non-Discrimination
Each Party warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Each Party shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, Genetic Information

11. Legal Arizona Workers Act Compliance
Non-federal Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Non-federal Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.
A breach of a warranty regarding compliance with the applicable state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement.

Each Non-federal Party retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

12. Non-appropriation
This Agreement shall be subject to available funding for each Party, and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

13. No Third Party Beneficiaries
The Parties acknowledge and agree that the terms, provisions, conditions, and obligations of this Agreement are for the sole benefit of, and may be enforceable solely by, the Parties, and none of the terms, provisions, conditions, and obligations of this Agreement are for the benefit of, or may be enforced by, any person or entity not a party to this Agreement.

14. Signatures
Each party represents and warrants that all necessary approvals for this agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this agreement on behalf of the parties indicated.

City of Flagstaff

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

INTERGOVERNMENTAL AGREEMENT
FOR ADOA-GFR ARIZONA 911 GRANT PROGRAM
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties each sign this Intergovernmental Agreement on a separate signature page. The signatories warrant that they have been duly authorized to bind the jurisdiction to the terms and conditions in this Agreement by formal approval of the jurisdiction's governing body. To the extent any term or condition in the Agreement conflicts with any federal law, as it pertains to National Park Service, National Park Service shall be released from said term or condition.

Party:
_____

Authorized signatory:

_____

Name: _____

Title: _____

Attest:

_____ Date of formal approval by governing body:

Name: _____

Title: _____ _____

Attorney's Approval:

_____

Name: _____

Title: _____

Exhibit A

Contractual						
Wireless Phase 2						
	(Page)	AZ Telephone Co	1	$4,931.04	$4,931.04	$4,931.04
	(Page)	AZ Telephone Co	1	$7,758.48	$7,758.48	$7,758.48
	(Flagstaff)	Frontier	1	$6,995.52	$6,995.52	$6,995.52
	(Page)	Comnet	1	$14,181.72	$14,181.72	$14,181.72
Century Link Wireline Trunks						
	(Flagstaff)	Century Link	1	$8,338.00	$8,338.00	$8,338.00
	(Flagstaff)	Century Link	1	$1,440.24	$1,440.24	$1,440.24
	(Flagstaff)	Century Link	1	$3,533.68	$3,533.68	$3,533.68
	(Flagstaff)	Century Link	1	$13,628.52	$13,628.52	$13,628.52
NG911/Managed Services						
	Century Link	Grand Canyon	1	$51,378.36	$51,378.36	$51,378.36
	Century Link	Flagstaff Police	1	$264,288.36	$264,288.36	$264,288.36
	Century Link	Williams Police	1	$52,857.72	$52,857.72	$52,857.72
	Century Link	Page Police	1	$52,818.72	$52,818.72	$52,818.72
Legacy System						
Glen Canyon	Glen Canyon		1	$4,964.52	$4,964.52	$4,964.52
Glen Canyon Maintenance			1	$8,624.16	$8,624.16	$8,624.16
Contractual Total			**15**	**$495,739.04**	**$495,739.04**	**$495,739.04**

Exhibit B

PSAP	Amount
Flagstaff	298,224.32
Williams	52,857.72
Page	79,689.96
Grand Canyon	51,378.36
Glen Canyon	13,588.68
GIS Project	39,656.96
Admin Fee	8,699.00
Total	**544,095.00**

12. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE

Discussion regarding Case No. PZ-19-00248: City's proposed amendment to the Zoning Code to modify the existing Outdoor Lighting Standards (Division 10-50.070).

STAFF RECOMMENDED ACTION:

Receive direction from Council regarding any recommended modifications or considerations on the proposed Outdoor Lighting Standards Zoning Code Text Amendment.

EXECUTIVE SUMMARY:

The purpose of the work session is for staff to present an overview of the proposed Zoning Code Amendment and allow interested individuals, residents, and business owners to provide comments. The work session also allows the City Council to ask questions, seek clarification, have discussions, and offer comments on the proposed amendment. No formal recommendation or action by the City Council is to occur at the work session. Additional opportunities for discussion, public comment, and action will occur at a future public hearing.

INFORMATION:

The purpose of Division 10-50.70: Outdoor Lighting Standards is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, minimize light pollution and light trespass across property lines, maintain an environment that the City's astronomical industry depends upon, reduce energy consumptions, minimize the potential disruption to nocturnal ecosystems, and to allow safe and efficient outdoor lighting. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe outdoor lighting practices.

In 2019, a Joint Land Use Study (JLUS) was completed for Coconino County. The JLUS is a cooperative land use planning effort between local governments and military installations. Its goal is to ensure the lasting compatibility of military installations and their nearby communities. There are two U.S. Naval Observatory Sites in the Flagstaff Region which rely on dark sky conditions to conduct their missions. The JLUS contains specific implementation strategies for the City of Flagstaff. These strategies focus on updating the Zoning Code to remove Lighting Zone 3 as well as modernize measurement of absolute lumens to account for the increasing use of LED lighting. A working group was formed in late 2019 to begin working on revisions to the Outdoor Lighting Standards as suggested by the JLUS.

The proposed amendment (Attachment 1) includes multiple changes to the Zoning Code. New

provisions are being added, and several existing regulations are being deleted or modified. The most significant of the modifications include:

- Removing Lighting Zone 3;
- Modifying standards to accommodate LED light sources;
- Adjusting allowed lumens to accommodate LED light sources;
- Modifying the definition for Narrow Spectrum Amber LED;

The proposed amendment includes:

Purpose (Section 10-50.70.010):

- The purpose has been updated and shorten to focus on the primary intent of the standards.

Compliance with the Zoning Code and Permit Requirements (Section 10-50.70.020):

- This section has been completely revised to provide detailed language about permitting requirements.

Applicability (10-50.70.030):

- The requirements in this section have been streamlined and reorganized with minimal substantive changes.

Establishment of Lighting Zones (10-50.70.040):

- The primary change is converting three lighting zones to two lighting zones as well as providing written descriptions of the lighting zones instead of relying solely on the Lighting Zone map.

General Requirements – All Lighting Zones (10-50.70.050)

- The requirements in this section have been streamlined and reorganized with minimal substantive changes.
- The Maximum Total Outdoor Light Output Standards has been replaced and updated to include the absolute lumens for LEDs. The previous table included a footnote with a multiplier to be used for LEDs. That footnote is removed, and the total lumens are adjusted based on that multiplier since the majority of lights used today are LED.
- Shielding Standards table is replaced to reflect current table design in the rest of the code and to remove Lighting Zone 3.
- Remainder of modifications fall under the 1st bullet.

Special Uses (10-50.70.060)

- Add new provisions for building lights located under canopies, building overhands and roof eaves. This provides an incentive to reduce the lumens counted towards the further under a building features the lighting fixture is located. This has always been common practice for gas canopies but is not extended to other buildings.

Exceptions (10-50-70.080)

- Minor changes to the airport lighting section – to be specific that this provision does not apply to private helipads or landing strips.
- Clarifications to holiday lighting.

Residential Exemptions (10-20.60.040)

- This section clarifies that when a legal nonconforming residence is rebuilt it must still comply with these standards.

Definitions “F” (10-80.20.060):

- Correction to existing definition

Definitions “L” (10-80.20.120):

- Revises the definition of Narrow Spectrum Amber LED (NSLED) to have a peak wavelength between 589 and 595.

Definitions “O” (10-80.20.150):

- Replaces the definition of Total Outdoor Light Output

Attachments: Application
Draft Outdoor Lighting Standards
Narrative and Regional Plan Analysis
Public Participation Plan
Presentation

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 Zoning Code Text Amendment	File Number
8/31/22		PZ-19-00248

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff Planning Director – Michelle McNulty		928-213-2607	Michelle.McNulty@Flagstaffa.gov
Mailing Address			**City, State, Zip**
211 West Aspen Avenue			Flagstaff, AZ 86004
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol	Zoning Code Manager	928-213-2605	tantol@flagstaffaz.gov
Mailing Address			**City, State, Zip**
Same as above			

Property Address N/A	City, State, Zip

Application Name: Outdoor Lighting
Zoning Code Text Amendment
Chapter Name and Number: Chapter 10.50 Supplemental to Zones
Division Name and Number: Chapter 10-50.70 Outdoor Lighting Standards
Section Name and Number:
Chapter Name and Number:
Division Name and Number:
Section Name and Number:
Chapter Name and Number:
Division Name and Number:
Section Name and Number:

Additional Information:

Owner's Signature (required)	Date:	Representative Signature (If applicable)	Date:
Michelle McNulty	8/31/22	Tiffany Antol	8-31-22

For City Use		
Date Filed:	**File Number(s):**	**Fee Receipt Number:**
P & Z Hearing Date:	**Publication and Posting Date:**	**Amount:**
Council Hearing Date:	**Publication and Posting Date:**	**Date:**
Received by:	**Comments:**	

Case No. PZ-21-00066 Outdoor Lighting Standards

Division 10-50.70:

Outdoor Lighting Standards

Sections:

10-50.70.010 Purpose

10-50.70.020 ~~Conformance with Applicable Codes~~ **Compliance with the Zoning Code and Permit Requirements**

10-50.70.030 Applicability

10-50.70.040 Establishment of Lighting Zones

10-50.70.050 General Requirements – All Lighting Zones

10-50.70.060 Special Uses

10-50.70.070 Prohibited Outdoor Lighting

10-50.70.080 Exceptions

10-50.70.090 Nonconforming Outdoor Lighting

10-50.70.100 Violations and Enforcement

10-50.70.010 Purpose

~~A. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering work in the development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe lighting practices. The purpose of this division is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, and to provide safe and efficient outdoor lighting regulations that protect Flagstaff's dark skies from careless and wasteful lighting practices. Dark starry nights, like natural landscapes, forests, clean water, wildlife, and clear unpolluted air, are valued in many ways by the residents of this community, and they provide the natural resource upon which our world-renowned astronomical industry depends.~~

~~B. The use of outdoor lighting is often necessary for adequate nighttime safety and utility, but common lighting practices can also interfere with other legitimate public concerns. Principal among these concerns is:~~

~~1. The degradation of the nighttime visual environment by production of unsightly and dangerous glare;~~

~~2. Lighting practices that produce excessive glare and brightness that interfere with the health and safety of Flagstaff's citizens and visitors;~~

~~3. Unnecessary waste of energy and resources in the production of too much light or wasted light;~~

~~4. Interference in the use or enjoyment of property that is not intended to be illuminated at night by light trespass, and the loss of the scenic view of the night sky due to increased urban sky glow; and~~

~~5. The impact of inappropriately designed outdoor lighting that disrupts nocturnal animal behavior, particularly migrating birds and other species.~~

~~C. The concerns of safety, utility, dark sky protection and aesthetic appearance need not compete. Good modern lighting practices can provide adequate light for safety and utility without excessive glare or light pollution. Careful attention to when, where and how much night-time lighting is needed results in better lighting practices, darker skies and reduced energy use and costs.~~

~~D. It is therefore the intent of this division to encourage lighting practices and systems that will:~~

~~1. Minimize light pollution, glare, light trespass;~~

~~2. Conserve energy and resources while maintaining night time safety, utility, security, and productivity; and~~

~~3. Curtail the degradation of the night time visual environment.~~

~~E. It is recognized that since topographic and atmospheric conditions surrounding the City are uniquely suited for astronomical observation and since observatories have been established in the City's vicinity, the City promotes the reduction of light pollution which interferes with the successful operation of these observatories.~~

~~F. The sensitivity of different areas to the different obtrusive impacts of outdoor lighting use depends on many factors, including the dominant use of the area (e.g., residential, industrial, or commercial). Further, the effect of outdoor lighting on light pollution to the observatories is strongly dependent on the distance of those lights from the observatories. Therefore, three lighting zones are established, with varying standards designed to address the principal issues associated with the different areas.~~

A. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe outdoor lighting practices. This division is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, minimize light pollution and light trespass across property lines, maintain an environment that the

City's astronomical industry depends upon, reduce energy consumptions, minimize the potential disruption to nocturnal ecosystems, and to allow safe and efficient outdoor lighting.

~~10-50.70.20 Conformance with Applicable Codes~~

~~All outdoor lighting fixtures shall be installed in conformance with the provisions of this division and the applicable building codes currently in effect in the City under appropriate permit and inspection.~~

10.50.70.020 Compliance with the Zoning Code and Permit Requirements

A. An Outdoor Lighting Permit shall be obtained prior to the installation, modification, or replacement of any Outdoor Light Fixture subject to Section 10-20.40.100.

1. Any modification of an existing Outdoor Light Fixture shall comply with this division.

2. All outdoor lighting shall be installed in compliance with the provisions of this Division 10-50.70; Title 4, Building Regulations; and Title 5, Fire Code of the City Code.

10-50.70.030 Applicability

~~A. **Existing Buildings and Uses.** Any new outdoor lighting installed on a building or parcel shall meet the requirements of this division with regard to shielding and lamp type. The total outdoor light output after the new outdoor lights are installed shall not exceed that legally nonconforming or pre-approved on the site before the modification, or as permitted by this division, whichever is larger.~~

A. New Development and Parking Areas. The provisions of this division shall apply to any new development of a vacant lot or parcel and any installation of outdoor lighting to support that development, including parking areas and areas within an unenclosed parking garage.

~~B. **New Uses, Buildings and Major Additions or Modifications.**~~

~~1. The requirements of this division apply to any and all new and major additions to land uses, developments, buildings or structures.~~

~~2. If a major addition occurs on a property, the entire property shall comply with the requirements of this code. For purposes of this section, the following are considered to be major additions:~~

~~a. Additions of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions subsequent to the effective date of this provision; or~~

~~b. Single or cumulative modification or replacement of outdoor legally installed lighting fixtures constituting 25 percent or more of the lumens that would be permitted under this division for the property, no matter the actual amount of lighting already on a nonconforming site, constitutes a major addition for purposes of this section.~~

B. Major Additions, Modifications, Replacements, and Change of Use. The provisions of this division shall apply to all major additions, modifications, replacements, or change of use. The entire property shall comply with the requirements of this division when any of the following occur:

1. A major addition shall be defined as an addition of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions after the effective date of this provision; or

2. Single or cumulative modifications or replacements of legally installed Outdoor Light Fixtures after August 5, 1999, constituting 25 percent or more of the Lumens that would be permitted under this division for the property, regardless of the Total Outdoor Light Output currently existing on a site.

~~C. **Minor Additions or Modifications.** Additions or modifications of less than 25 percent in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces to existing uses shall require the submission of a complete inventory and site plan detailing all existing and any proposed new or modified outdoor lighting. Any new or modified outdoor lighting on the site shall meet the requirements of this division with regard to shielding and lamp type; the total amount of lighting after the modifications are complete shall not exceed that on the site before the modification, or that permitted by this division, whichever is larger.~~

C. Minor Additions, Modifications, Replacements, and Change of Use. The provisions of this division shall not apply to minor additions (less than 25% as referenced above), modifications, replacements, or change of use after August 5, 1999, except for the following:

1. All new or modified Outdoor Light Fixtures shall comply with the requirements of this division.

2. The Total Outdoor Light Output shall not exceed the amount allowed by this division, or the total legal non-conforming light output, whichever is greater.

~~D. **Change of Use.**~~

~~1. Except as provided in Section 10-20.60.080, Nonconforming Outdoor Lighting, whenever the use of any existing building, structure or premises is intensified through the incorporation of~~

~~additional dwelling units, gross floor area, seating capacity, or other units of measurement which create a need for an increase in the total number of parking spaces of 25 percent or more either with a single change or cumulative changes subsequent to the effective date of this Zoning Code, then all outdoor lighting shall be reviewed and brought into compliance with the requirements of this division before the use is resumed to the maximum extent feasible as determined by the Director.~~

~~2. For changes of use or intensity which require an increase in parking of less than 25 percent cumulative, the applicant shall only have to meet the requirements of this division for any new outdoor lighting provided.~~

~~E. **Public Rights-of-Way Exempt.** The provisions of this division shall not apply to street lights installed in public rights-of-way.~~

~~F. In accordance with A.R.S. § 49-1101, all outdoor light fixtures on property or buildings that are owned and operated by the City of Flagstaff shall be fully shielded.~~

D. In accordance with A.R.S. § 49-1102, all Outdoor Light Fixtures on property or buildings that are owned and operated by the City of Flagstaff shall be fully shielded.

10-50.70.040 Establishment of Lighting Zones

~~A. **Establishment of Lighting Zones.** Three lighting zones are established, with varying development standards specific to their location within the City. Lighting zones are shown in Section 10-90.40.020, Lighting Zone Map.~~

A. Establishment of Lighting Zones. Two lighting zones are established, with varying development standards specific to their location within the City. Lighting zones are shown in Section 10-90.40.020, Lighting Zone Map.

B. **Lighting Zone Boundaries.** The boundaries of the lighting zones are illustrated in Section 10-90.40.020, Lighting Zone Map.

1. Lighting Zone 1 includes all areas within the City of Flagstaff that are within 2.5 miles of the Kaj Strand telescope at the U.S. Naval Observatory.

2. Lighting Zone 2 includes all areas more than 2.5 miles of the Kaj Strand telescope at the U.S. Naval Observatory.

C. **Split Parcels.** A parcel located in more than one of the described zones shall be considered to be only in the more restrictive lighting zone.

10-50.70.050 General Requirements – All Lighting Zones

~~A. **Preferred Source – Low-Pressure Sodium (LPS) Lamps and Narrow-Spectrum Amber LEDs.** Due to their high energy efficiency, long life, and spectral characteristics, low-pressure sodium (LPS) lamps are the preferred illumination source throughout the City. Their use is encouraged, when not required, for outdoor illumination whenever their use would not be detrimental to the use of the property. In all applications where LPS lighting is required or preferred, an acceptable alternative is narrow-spectrum amber LEDs.~~

~~B. **Lighting Classes.**~~

A. Lighting Classes. All lighting classes are included in the Total Outdoor Light Output for a lot or parcel.

~~1. Class 1 lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. Recognized Class 1 lighting applications include only the following. Application of Class 1 lighting standards to uses not included in this list requires a finding by the Director of the essential nature of color rendition to preserve the effectiveness of the activity.~~

1. Class 1 Lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. All Class 1 Lighting shall have a Correlated Color Temperature (CCT) of 2,700 Kelvin (K), or less. Recognized Class 1 lighting applications include only the following examples:

a. Outdoor sales areas, including service station canopies;

~~b. Primary customer building entry/exit areas (does not include service or emergency entry/exits);~~

b. Primary customer building entry/exit areas of commercial and industrial uses (does not include service or emergency entry/exits);

c. Outdoor eating areas at restaurants;

~~d. Outdoor assembly or repair areas where assembly or repair work occurs at night on a regularly scheduled basis;~~

d. Outdoor assembly or repair areas where assembly or repair work occurs at night as part of the normal business operations;

e. Outdoor recreational field/track/arena areas; and

f. External and internal lighting for signs.

~~2. Class 2 lighting is lighting used for applications where general illumination for safety or security is the primary concern.~~

2. Class 2 Lighting is lighting used for applications where general illumination for safety or security is the primary concern. Narrow-Spectrum Amber LEDs are required in all Class 2 lighting applications. Examples of Class 2 Lighting applications include the following:

~~a. Examples of Class 2 lighting applications include the following:~~

~~(1) Pedestrian walkways, driveways and roadways;~~

a. Pedestrian walkways, driveways, and roadways;

~~(2) Parking lots;~~

b. Parking lots;

~~(3) Equipment yards; and~~

c. Equipment yards; and

~~(4) Outdoor security.~~

d. Outdoor security.

~~b. Low-pressure sodium (LPS) lamps or narrow-spectrum amber LEDs are required in all Class 2 lighting applications, except that up to 10 percent of all Class 2 lighting may be non-LPS lighting as noted in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.~~

~~3. Class 3 lighting is outdoor lighting used for decorative purposes.~~

3. Class 3 Lighting is outdoor lighting used for decorative purposes. All light sources may be used for Class 3 Lighting including technologies that allow for the color of the light to change so long as the colors change less than every two minutes. Examples of Class 3 Lighting applications include the following:

~~a. Examples of Class 3 lighting applications include the following:~~

~~(1) Architectural illumination;~~

a. Architectural illumination;

~~(2) Flag and monument lighting; and~~

b. Flag and monument lighting; and

~~(3) Landscape lighting and the illumination of trees, shrubs, and other vegetation.~~

c. Landscape lighting and the illumination of trees, shrubs, and other vegetation.

~~b. Class 3 lighting fixtures shall be included in the total lumen calculations for the site. If decorative lighting is applied to the exterior wall of a building using LED lights or similar technologies that allow for the color of the light to change, only one color change every two minutes is permitted.~~

~~4. The use of solar powered light systems as a light source in all lighting classes is appropriate.~~

~~C~~**B**. **Total Outdoor Light Output.**

~~1. Total outdoor light output, excluding streetlights and pedestrian lighting used to illuminate public rights-of-way and any interior lighting shall not exceed the following limits averaged over the entire development (values listed are total initial lamp lumens per acre and per residence).~~

1. The Total Outdoor Light Output shall not exceed the amounts allowed in Table 10-50.70.050.A.

Table 10-50.70.050.A: Maximum Total Outdoor Light Output Standards			
Land Use	**Zone 1**	**Zone 2**	**Zone 3**
Commercial, Industrial, and Multifamily Residential (lumens per net acre)[4]			
Total (Fully Shielded and Partially Shielded)	25,000	50,000	100,000
Partially Shielded only	0	5,500	5,500
Non-LPS and non-narrow spectrum amber LED	2,500	5,000	10,000
Single-Family Residential (lumens per parcel inclusive of accessory structures)[4]			
Total (Fully Shielded and Partially Shielded)	10,000	10,000	10,000
Partially Shielded only	0	4,000	4,000

End Note

[4]To determine the allowed lumens per net acre for all LED lamps (i.e., narrow spectrum amber LED and all other LED lamps), divide the total number of lumens permitted in each lighting zone by 1.43.

Table 10-50.70.050.A Maximum Total Outdoor Light Output Standards		
Land Use	**Lighting Zone 1**	**Lighting Zone 2**
Commercial, Industrial, and Multiple-Family Development (Lumens per Net Acre)		
Combined Maximum for Fully and Partially Shielded Fixtures, and fixtures mounted to a building or canopy	**17,500**	**35,000**
Partially Shielded Fixtures maximum	**0**	**3,850**
Fixtures not mounted to a building or canopy[1] maximum	**4,000**	**35,000**
Single-Family and Duplex Developments, Including Accessory Structures (Lumens per Lot, or Parcel)		
Combined Maximum for Fully and Partially Shielded Fixtures, and fixtures not mounted to a building or canopy, excluding motion sensing Outdoor Light Fixtures[2]	**1,500**	**5,000**
Partially Shielded Fixtures maximum	**0**	**2,000**
Motion sensing Outdoors Light Fixtures[2] (fully shielded) maximum	**0**	**2,000**
Fixtures that are not mounted to a building or canopy[1] maximum	**0**	**1,500**
End Note		
1. Fixtures that are not directly mounted to the side of a building or to the underside of, or within, a canopy or overhang. **2. Motion sensing Outdoor Light Fixtures shall have an automated timer set to turn off the fixture at a time no greater than five (5) minutes after the light has been turned on.**		

~~2. For determining compliance with this section, light emitted from outdoor lighting is to be included in the total outdoor light output as follows (see Figure 10-50.70.050A):~~

~~a. Light fixtures installed as described below shall be included in the total outdoor light output by adding 100 percent of the initial lumen outputs of the lamps used:~~

~~(1) All unshielded or partially shielded fixtures, regardless of location;~~

~~(2) Light fixtures installed on poles (such as parking lot light fixtures);~~

~~(3) Light fixtures installed on the side of buildings or other structures but not located as described in subsections (C)(2)(b) or (c) of this section; and~~

~~(4) Light fixtures installed within open parking garages, or under canopies, building overhangs, or roof eaves that are not fully shielded or are fully shielded but not located as described in subsections (C)(2)(b) or (c) of this section.~~

~~b. Fully shielded light fixtures installed as described below shall be included in the total outdoor light output by adding only 25 percent of the initial lumen outputs of the lamps used;~~

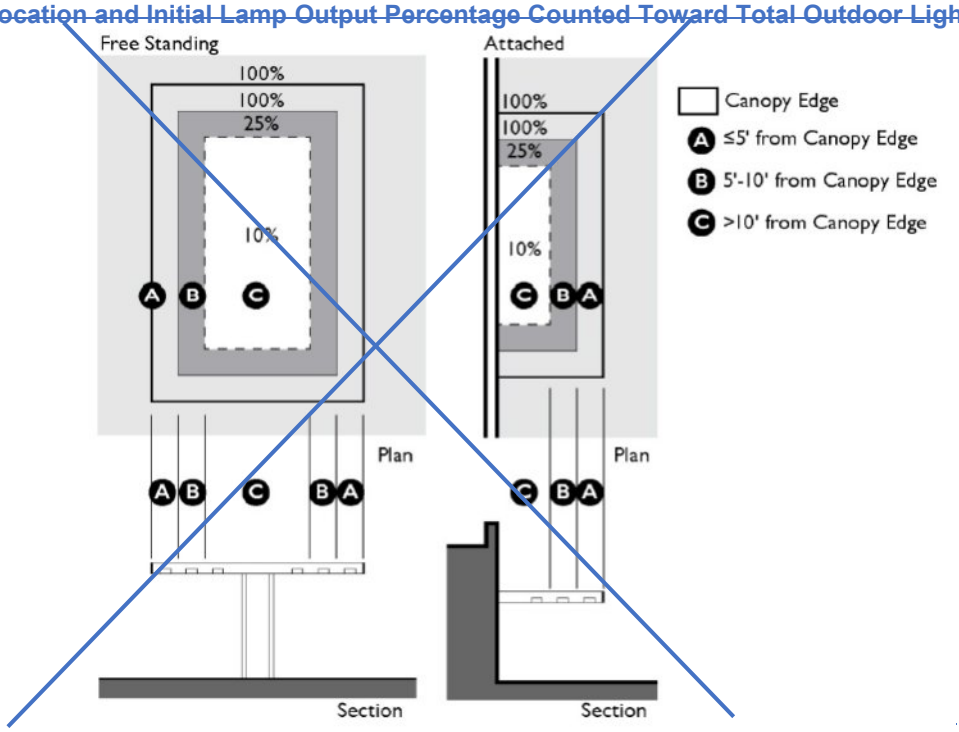
~~(1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located at least five feet but less than 10 feet from the nearest outdoor opening, canopy, or overhang edge.~~

~~c. Fully shielded light fixtures installed as described below shall be included in the total outdoor light output by adding only 10 percent of the initial lumen outputs of the lamps used;~~

~~(1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located 10 feet or more from the nearest outdoor opening, canopy, or overhang edge.~~

~~Figure 10-50.70.050A~~

~~Elevation and Section Views of a Freestanding and Attached Canopy or Overhang, Showing Fixture Location and Initial Lamp Output Percentage Counted Toward Total Outdoor Light Output~~



~~D. **Lamp Source and Shielding.** The standards provided in Table 10-50.70.050.B, Lamp Type and Shielding Standards, shall apply:~~

C. Shielding. The standards provided in Table 10-50.70.050.B, Shielding Standards, shall apply:

~~Table 10-50.70.050.B: Lamp Type and Shielding Standards~~

~~Lamp Type and Lighting Class~~	~~Zone 1~~	~~Zone 2~~	~~Zone 3~~
~~**Nonresidential[2] Outdoor Lighting**~~			
~~Class 1 Lighting (Color Rendition):~~		-	
~~All lamp types and outputs~~	~~FS~~	~~FS~~	~~FS~~
~~Class 2 Lighting (General Illumination):~~	-	-	-
~~All lamp types and outputs~~	~~FS~~	~~FS~~	~~FS~~
~~Class 3 Lighting (Decorative):~~		-	
~~All lamp types 2,500 lumens[1] or above per fixture~~	~~X~~	~~X~~	~~FS~~
~~All lamp types below 2,500 lumens[1] per fixture~~	~~FS~~	~~A[3]~~	~~A[3]~~
~~**Residential[2] Outdoor Lighting**~~			
~~Class 1-3 Lighting~~		-	
~~Lighting (Color Rendition):~~			
~~All lamp types 1,000 lumens[1] or above per fixture~~	~~FS~~	~~FS~~	~~FS~~
~~All lamp types below 1,000 lumens[1] per fixture~~	~~FS~~	~~A[3]~~	~~A[3]~~
~~**Key:**~~			
~~FS = Allowed; Only Fully Shield Fixtures permitted~~			
~~A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures permitted subject to the amounts listed in Table A (Maximum Total Outdoor Light Output Standards).~~			
~~X = Prohibited~~			

Table 10-50.70.050.B: Lamp Type and Shielding Standards			
Lamp Type and Lighting Class	Zone 1	Zone 2	Zone 3

End Notes

[4]Examples of lamp types of 2,500 and 1,000 lumens and below for commercial and residential applications respectively are provided in Table 10-50.70.050.C, Lamp Type and Wattage with Outputs below 2,500 and 1,000 lumens. The acceptability of a particular lamp is decided by lumen output, not wattage. The values listed are approximate, and the manufacturer's specifications for a particular lamp must be checked.

[2]For purposes of this subsection, residential refers to property developed primarily for residential purposes, including single-family residences, manufactured homes, duplexes, and triplexes as well as multifamily (i.e. apartment, condominium, townhome) uses. Nonresidential uses include all other uses.

[3]For purposes of determining total light output from a light fixture, lighting assemblies which include multiple unshielded or partially shielded fixtures or lamps on a single pole shall be considered as a single fixture (see Figure 10-50.70.050B). Partially shielded lighting is limited to the amounts listed in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.

~~Table 10-50.70.050.B: Lamp Type and Shielding Standards~~

~~Lamp Type and Lighting Class~~	~~Zone 1~~	~~Zone 2~~	~~Zone 3~~

Table 10-50.70.050.B
Shielding Standards

Land Use and Lighting Class	Lighting Zone 1	Lighting Zone 2
Commercial, Industrial, and Multiple-Family Development		
Class 1 Lighting All Outdoor Light Fixtures	FS	FS
Class 2 Lighting All Outdoor Light Fixtures	FS	FS
Class 3 Lighting		
All Outdoor Light Fixtures with a Lumen output below 1,750[1] Lumens	FS	A[1]
All Outdoor Light Fixtures with a Lumen output equal to and above 1,750[1] Lumens	X	X
Single-Family and Duplex Residential Dwelling Units		
Class 1-3 Lighting		
All Outdoor Light Fixtures with a Lumen output below 700[1] Lumens	FS	A[1]
All Outdoor Light Fixtures with a Lumen output equal to and above 700[1] Lumens	X	X

End Notes

1. For purposes of determining the Total Outdoor Light Output from an Outdoor Light Fixture, lighting assemblies which include multiple unshielded or Partially Shielded Fixtures or lamps on a single pole or assembled as a single unit shall be considered as one fixture. Refer to the Table 10-50.70.050.A.

Key

FS = Allowed; Only Fully Shielded Fixtures

A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures are allowed subject to the Lumen amounts listed in Table 10-50.70.050.A

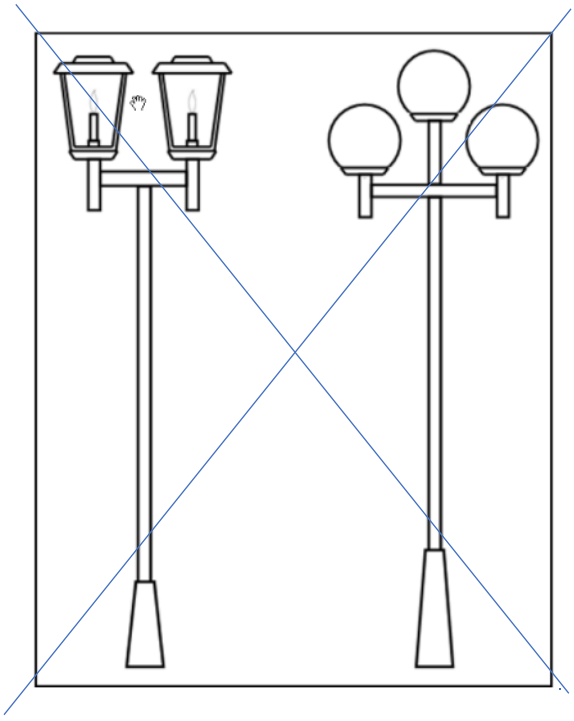
X = Outdoor Light Fixture is Prohibited

~~**Figure 10-50-70.050B**~~

~~Table 10-50.70.050.C: Lamp Type and Wattage with Outputs below 2,500 and 1,000 Lumens~~		
~~Lamp Type~~	~~2,500 lm (Commercial and Industrial)~~	~~1,000 lm (Residential)~~
~~Standard incandescent and less~~	~~100 watt~~	~~60 watt~~
~~Tungsten halogen (quartz) and less~~	~~100 watt~~	~~60 watt~~
~~Fluorescent and less~~	~~25 watt~~	~~15 watt~~
~~Compact Fluorescent and less~~	~~26 watt~~	~~13 watt~~

~~No available data for High-Pressure Sodium or Metal Halide lamps~~

~~**Light Fixture with Multiple Unshielded Fixtures or Lamps**~~



~~E. **Effective Shielding.** All light fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a fully shielded fixture.~~

D. Effective Shielding. All Outdoor Light Fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a Fully Shielded Light Fixture.

~~F. Light Trespass Standard.~~

E. Light Trespass Standard.

~~1. All light fixtures, including security lighting, shall be located, aimed and shielded so that the direct illumination from the fixture shall be confined to the property boundaries of the source.~~

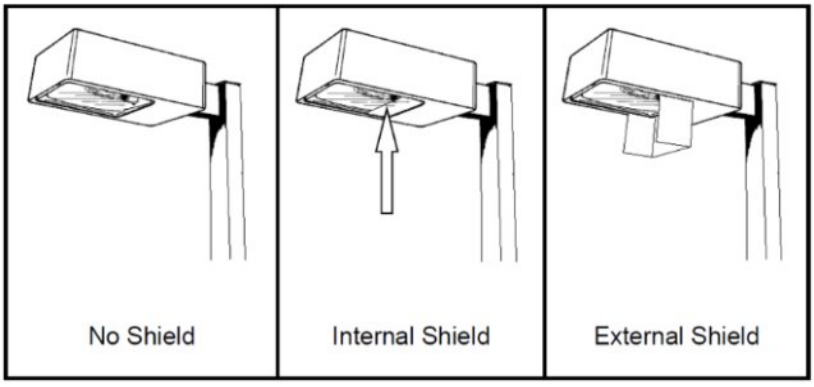
1. All Outdoor Light Fixtures, including motion sensing lighting, shall be located, aimed, and shielded so that the direct illumination from the fixture shall be confined to the property boundaries of the source.

~~2. Any privately or publicly owned outdoor light fixture with a lamp of initial output over 10,000 lumens located within 50 feet of any residential (including multifamily residential) property or public right-of-way shall utilize an internal or external shield, with the light fixture and shield oriented to minimize light trespass over the adjacent property or right-of-way line. If an external shield is used, its surface must be painted black to minimize reflections (Figure 10-50.70.050C).~~

2. Any privately or publicly owned Outdoor Light Fixture with an output over 10,000 Lumens located within 50 feet of any residential (including Multiple-Family Development) property or public right-of-way shall utilize an internal or external shield, with the Outdoor Light Fixture and shield oriented to prevent direct illumination over the adjacent property or right-of-way line. If an external shield is used, its surface must be painted black to minimize reflections (Figure 10-50.70.050.C).

Figure 10-50.70.050.C

Shielding Configurations



~~G. **Motion Sensing Light Fixtures.** Motion sensing light fixtures shall be fully shielded.~~

F. Motion Sensing Outdoor Light Fixtures. Motion sensing Outdoor Light Fixtures shall be fully shielded.

~~H. **Time Limits for Outdoor Lighting.** All outdoor Class 1 and Class 3 lighting, and outdoor Class 2 lighting located more than 50 feet from any building or outdoor product display or storage area shall be turned off at the times listed in Table 10-50.70.050.D, Time Limits for Outdoor Lighting, or no later than 30 minutes after the business closes, whichever is later, and remain off for the remainder of the night or until the business reopens. Decorative holiday lights are exempt in accordance with Section 10-50.70.080(D), and outdoor recreation facilities are exempt in accordance with Section 10-50.70.060(B).~~

G. Time Limits for Outdoor Lighting. All outdoor Class 1 and Class 3 Lighting, and outdoor Class 2 Lighting located more than 50 feet from any structure, outdoor product display, or storage area shall be turned off no later than 30 minutes after the business closes and are to remain off until the business reopens. Decorative holiday lights are exempt in accordance with Section 10-50.70.080.D, and outdoor sports facilities are subject to the time limits in Table 10-50.70.060.B.

~~**Table 10-50.70.050.D: Time Limits for Outdoor Lighting**~~

	~~Zone 1~~	~~Zone 2~~	~~Zone 3~~
~~Time limit when outdoor lights must be turned off~~	~~9:00 p.m.~~	~~11:00 p.m.~~	~~11:00 p.m.~~

~~I. **Sign Illumination.** Standards for external and internal sign illumination are provided in Division 10-50.100, Sign Standards. Lighting used for the external illumination of signs is included toward the total outdoor light output standards of subsection (C) of this section.~~

H. Sign Illumination. Standards for external and internal sign illumination are provided in Division 10-50.100, Sign Standards. Lighting used for the external illumination of signs is included toward the Total Outdoor Light Output standards of subsection B. of this section.

~~J. **Neon Building Lighting.** Neon building lighting is included in the total outdoor light output calculations for the site. Lumens for neon lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon lighting is not permitted.~~

I. Neon Building Lighting. Neon building lighting is included in the Total Outdoor Light Output calculations for the site. Lumens for neon lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon lighting is not allowed except for signage.

~~K. **Multi-Class Lighting.** Multi-class lighting must either conform to the lamp-type and shielding requirements of the strictest included class as shown in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, and Table 10-50.70.050.B, Lamp Type and Shielding Standards, or conform to the time limitations of the least restrictive included class as shown in Table 10-50.70.050.D, Time Limits for Outdoor Lighting.~~

J. Multi-Class Lighting. Multi-class lighting must either conform to the lamp-type and shielding requirements of the strictest included class as shown in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, and Table 10-50.70.050.B, Shielding Standards, or be turned off no later than 30 minutes after the business closes.

~~L. **Internally Illuminated Architectural Elements.** Any architectural element, including walls or portions of buildings that are internally illuminated and that is not a sign or fenestration (windows or doors), shall have 100 percent of the initial lamp output of all lamps used to provide such illumination counted toward partially shielded lighting for the purposes of calculating total outdoor light output for the site and is subject to the standards of subsection (C) of this section.~~

K. Internally Illuminated Architectural Elements. Any architectural element, including walls or portions of buildings, including canopy facias, that are internally illuminated and that is not a sign or fenestration (windows or doors), shall have 100 percent of the initial lamp output of all lamps or luminous tubes used to provide such illumination counted toward partially shielded lighting for the purposes of calculating Total Outdoor Light Output for the site and is subject to the standards of subsection B. of this section.

~~M. **Architectural/Landscape Lighting.** Architectural lighting used to illuminate the wall of a building or landscape lighting used to illuminate trees or other landscape elements is permitted subject to the following:~~

L. Architectural/Landscape Lighting. Architectural lighting used to illuminate a structure or landscape lighting used to illuminate trees or other landscape elements is allowed subject to the following:

~~1. Architectural and landscape lighting that is directed downward onto a wall, tree or other landscape feature shall be included in the total outdoor light output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, based on whether a fully shielded or partially shielded light fixture is used; and~~

1. Architectural and landscape lighting that is directed downward onto a structure, tree, or other landscape feature shall be included in the Total Outdoor Light Output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, based on whether a fully Shielded or Partially Shielded Light Fixture is used; and

~~2. Architectural and landscape lighting that is directed upward onto a wall, tree or other landscape feature is not permitted.~~

2. Architectural and landscape lighting that is directed upward onto a structure, tree, or other landscape feature is not allowed.

~~N. **Emergency Lighting.** Emergency lighting that is only turned on in the event of a power failure or when an alarm is activated is permitted in all lighting zones and is excluded from the total lumen calculations for the site.~~

M. Emergency Lighting. Emergency lighting that is only turned on in the event of a power failure or when an alarm is activated is allowed in all lighting zones and is excluded from the Total Outdoor Light Output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.

~~O. **Use of Mercury Vapor Light Fixtures.**~~

N. Use of Mercury Vapor Outdoor Light Fixtures. Except for outdoor lighting systems erected prior to 1950, no mercury vapor outdoor light fixtures are allowed within the City of Flagstaff.

~~1. No new mercury vapor outdoor light fixtures shall be installed after the effective date of this Zoning Code. No replacement equipment other than bulbs for mercury vapor lighting fixtures shall be sold in the State after January 1, 1991, and the use of mercury vapor light fixtures is prohibited after January 1, 2011.~~

~~2. The provisions of this section shall not apply to outdoor light systems erected prior to 1950.~~

10-50.70.060 Special Uses

A. Canopies, Building Overhangs, and Roof Eave Lighting.

1. Shielding. All Outdoor Light Fixtures attached, mounted to, or within, a canopy, building overhang, or roof eave shall be fully shielded.

2. Total Lumens. The Total Lumen of each Outdoor Light Fixture shall be calculated based on the distance from the edge of the canopy, building overhang, or roof eave subject to Figure 10-50.70.060.A.

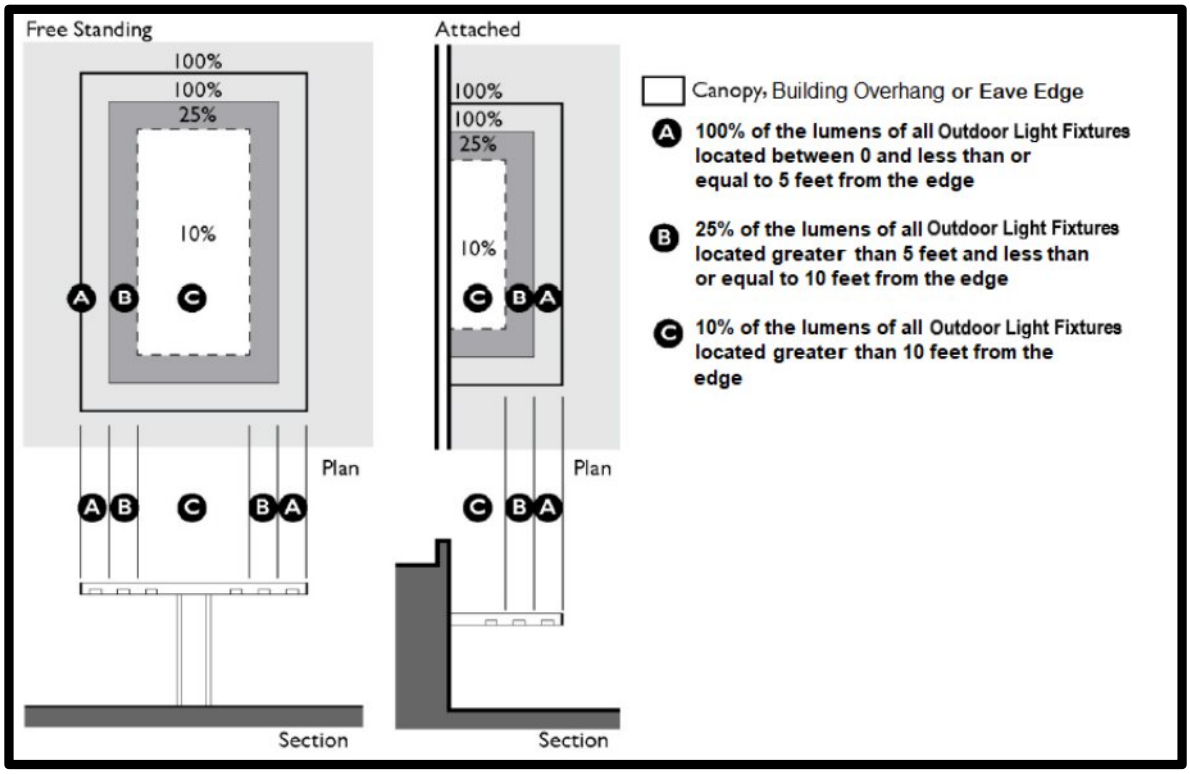


Figure 10-50.70.060.A

Plan and Section Views of a Freestanding and Attached Canopy or Overhang, Showing Fixture Location and Initial Lamp Output Percentage Counted Toward Total Outdoor Light Output

~~A. Service Station Canopy Lighting.~~

B. Service Station Canopy Lighting.

1. **Lighting Class.** Lighting for service station canopies shall be considered Class 1 lighting.

~~2. **Shielding.** All light fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures such as canopy edges is not permitted.~~

2. Shielding. All Outdoor Light Fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures such as canopy edges is not allowed.

~~3. **Total Under-Canopy Output.** The total light output used under service station canopies, defined as the sum of all under-canopy initial lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy in Lighting Zone 2 and 3, and shall not exceed 20 lumens per square foot in Lighting Zone 1 (note: these values are not foot-candle illuminances).~~

3. Total Under-Canopy Output. The Total Outdoor Light Output used under service station canopies, defined as the sum of all under-canopy Light Fixtures, shall not exceed 30 Lumens per square foot of canopy in Lighting Zone 2, and shall not exceed 15 Lumens per square foot in Lighting Zone 1 (note: these values are not foot-candle illuminances).

~~4. All lighting mounted under the canopy, including but not limited to light fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating such items as the total cost of fuel pumped and price per gallon), shall be included in the total outdoor light output for the site and is subject to the standards of Section 10-50.70.050(C).~~

4. Total Lumens. All lighting mounted under the canopy, including but not limited to Outdoor Light Fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating such items as the total cost of fuel pumped and price per gallon), shall be included in the Total Outdoor Light Output for the site and is subject Figure 10-50.70.060.A.2.

~~B. **Outdoor Recreation Facilities.**~~

C. Outdoor Recreation Facilities.

~~1. **Lighting Class.** Lighting for field/track/arena areas only shall be considered Class 1.~~

1. Lighting Class. Lighting for field/track/arena areas only shall be considered Class 1 Lighting.

~~2. **Lumen Cap Exemption.**~~

2. **Lumen Cap Requirements.**

~~a. In Lighting Zone 1, lighting for field/track/arena areas is subject to the lumens per acre limit set in Section 10-50.70.050(C);~~

a. In Lighting Zone 1, lighting for field/track/arena areas is subject to the Maximum Total Outdoor Light Output standards set in Table 10-50.70.050.A.;

~~b. In Lighting Zones 2 and 3, lighting for field/track/arena areas is not subject to the lumens per acre limit set in Section 10-50.70.050(C); and~~

b. In Lighting Zone 2, lighting for field/track/arena areas is not subject to the Maximum Total Outdoor Light per acre limit set in Table 10-50.70.050.A; and

~~c. Illumination levels for the field/track/arena shall be designed to be no higher than recommended for Class IV play, as defined by the Illuminating Engineering Society of North America publication IESNA RP-06-01.~~

c. Illumination levels for the field/track/arena shall be designed to be no higher than recommended for Class IV play, as defined by the Illuminating Engineering Society of North America publication ANSI/IES RP-6-20, as amended.

3. **Shielding.** Fixtures used for field/track/arena areas shall be fully shielded.

~~4. **Time Limits.** No illuminated sports facility shall be illuminated after the time limits listed in Table 10-50.70.050.D, Time Limits for Outdoor Lighting, except to conclude a scheduled recreational or sporting event in progress prior to the time limitation.~~

4. Time Limits. Outdoor sports facilities shall not be illuminated after the time limits listed in Table 10-50.70.060.B, except to conclude a scheduled recreational or sporting event in progress prior to the time limitation.

Table 10-50.70.060.B Time Limits for Outdoor Lighting of Sports facilities		
	Zone 1	Zone 2
Time limit when outdoor lights shall be turned off	9:00 p.m.	11:00 p.m.

5. **Certification.** Lighting systems for outdoor recreational facilities shall be designed and certified by an engineer registered in Arizona as conforming to all applicable restrictions of this code before construction commences. Further, after installation is complete, the system shall be again certified by a registered engineer to verify that the installation is consistent with the certified design.

~~C. **Street Lighting.**~~

D. Street Lighting.

~~1. Standards for street lighting installed on public rights-of-way are found in the City *Engineering Standards*, Title 12, Street Lighting.~~

1. Street lighting installed on public rights-of-way shall be in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure.

~~2. Street lighting installed on private rights-of-way shall be included within the total outdoor light output for the development.~~

2. Street lighting installed on private street tracts or easements shall be in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure.

~~D. **Parking Garages.**~~

E. Parking Garages.

1. **Lighting Class.** Lighting installed for general illumination of parking areas within parking garages, where the parking areas are open to the outside, shall be considered Class 2.

~~2. **Inclusion Toward Total Outdoor Light Output.** The lumen output of light fixtures mounted 15 feet or more from the nearest opening to the outdoors and within open parking garages shall not be included~~

~~toward the Total Outdoor Light Output standards in Section 10-50.70.050(C). All light fixtures mounted less than 15 feet from the nearest opening to the outdoors shall comply with the total outdoor light output standards established in Section 10-50.70.050(C).~~

2. Total Outdoor Light Output. Ten percent (10%) of the Lumen output of Light Fixtures mounted less than 15 feet from the nearest opening to the outdoors of an open parking garage shall be included toward the Total Outdoor Light Output standards established in Table 10-50.70.050.A subject to Figure 10-50.70.060.C. The Lumen output of Light Fixtures mounted 15 feet or more from the nearest opening to the outdoors of an open parking garage shall not be included toward the Total Outdoor Light Output standards in Table 10-50.70.050.A subject to Figure 10-50.70.060.C.

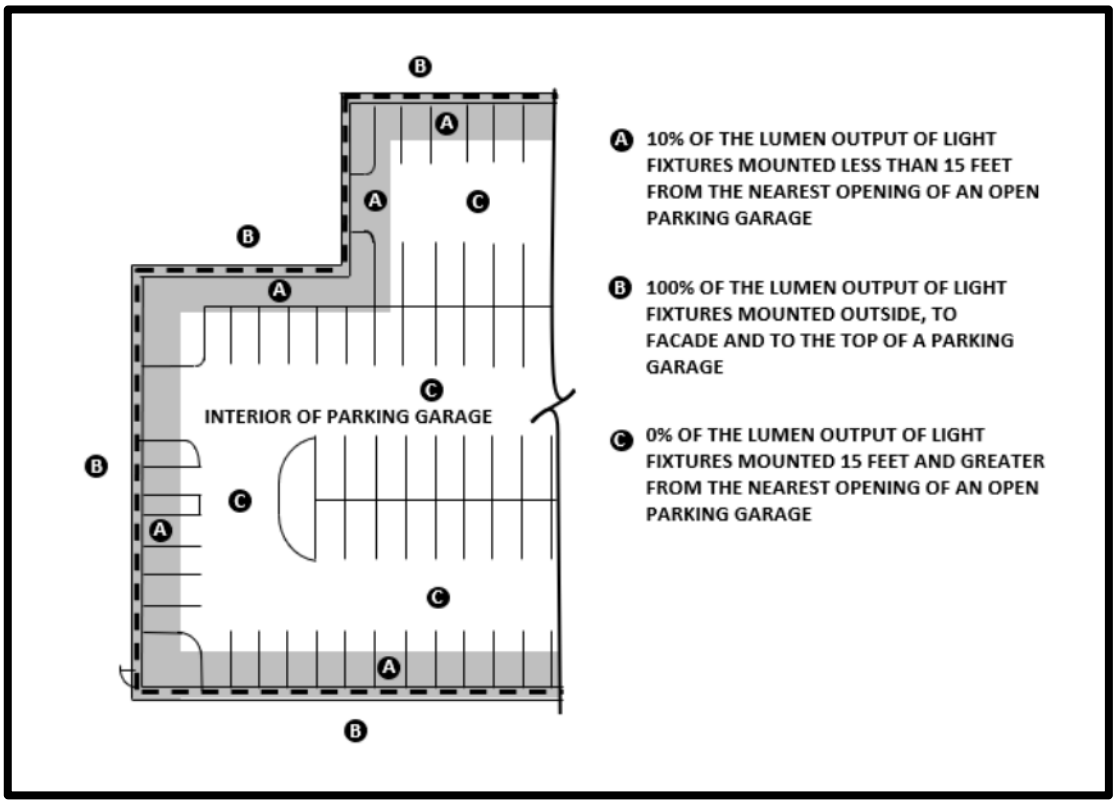


Figure 10-50.70.060.C
Calculation of Total Lumens of the Light Fixtures Located Inside of Parking Garage

3. **Shielding.** All light fixtures used on or within open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.

~~E. Outdoor Display Lots.~~

F. Outdoor Display Lots.

~~1. **Lighting Class.** Outdoor lighting for outdoor display lots shall be considered Class 1 lighting, and shall conform to applicable lumens per net acre limits applied to the entire parcel.~~

1. Lighting Class. Class 1 Lighting may be used to illuminate outdoor display lots, and shall be included toward the Total Outdoor Light Output standards in Table 10-50.70.050.A.

~~2. **Lighting Time Limitations.** Outdoor display lot lighting shall conform to the hours of operation as established under Class 1 lighting standards. Any lighting on after the time limitations shall be considered Class 2 lighting and shall conform to all restrictions of this division applicable to this class.~~

2. Lighting Time Limitations. All Class 1 outdoor display lighting shall be turned off no later than 30 minutes after the close of business. Only lighting meeting Class 2 Lighting standards may be used to illuminate an outdoor display area 30 minutes or later after the close of business.

3. **Shielding.** All light fixtures used in outdoor display lots shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.

~~F. **Temporary Lighting.** Temporary lighting which does not conform to the provisions of this division may be approved by the Director subject to the approval of an outdoor lighting permit in accordance with the provisions of Section 10-20.40.100, Outdoor Lighting Permits. Temporary lighting is intended for uses which by their nature are of limited duration, including for example, holiday decorations, civic events or construction projects.~~

G. Temporary Lighting. Temporary lighting which does not conform to the provisions of this division may be approved by the Director subject to the approval of an outdoor lighting permit in accordance with the provisions of Section 10-20.40.100, Outdoor Lighting Permits. Temporary lighting is intended for uses which by their nature are of limited duration, including for example, holiday decorations, civic events, or construction projects.

10-50.70.070 Prohibited Outdoor Lighting

The following types of outdoor lighting are prohibited:

A. Outdoor floodlighting by flood light projection above the horizontal plane.

B. Search lights, flood lights, laser source lights, or any similar high intensity light, except in emergencies by police, fire or medical personnel or at their direction; or for meteorological data gathering purposes.

C. Any lighting device located on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel with intermittent fading, flashing, blinking, rotating or strobe light illumination.

10-50.70.080 Exceptions

~~A. **Airport Lighting.** Required navigational lighting systems at airports for the safe and efficient movement of aircraft during flight, take off, landing and taxiing are exempt from the provisions of this division. Lighting used for illumination of aircraft loading, unloading, and servicing areas is exempt from the lumens per acre limits provided in Section 10-50.70.050(C), although it must conform to all other requirements of this division. All other outdoor lighting at airport facilities shall comply with the provisions of this division.~~

A. Flagstaff Municipal Airport Lighting. Required navigational lighting systems at public airports for the safe and efficient movement of aircraft during flight, take off, landing, and taxiing are exempt from the provisions of this division. Lighting used for illumination of aircraft loading, unloading, and servicing areas is exempt from the Lumens per acre limits provided in Table 10-50.70.050.A., although it must conform to all other requirements of this division. All other outdoor lighting at public airport facilities shall comply with the provisions of this division. This provision does not apply to private helipads or landing strips.

B. **Infrared Security Lighting.** Lights emitting infrared radiation used for remote security surveillance systems are permitted in all zones with the following restrictions:

1. Fixed lights must be fully shielded; and

2. Movable lights, such as spot lights attached to infrared sensitive cameras, must be mounted such that the lights cannot be directed higher than 20 degrees below the horizontal, measured from the center of the light beam.

C. **Emergency Lighting by Emergency Services.** Searchlights, floodlights, laser source lights, strobe or flashing lights, or any similar high intensity lights are permitted when used in emergencies by police, fire, medical, or utility personnel or at their direction.

~~D. **Holiday Decorations.** In all lighting zones low voltage holiday decorations may be unshielded and remain on all night from November 15th to January 15th.~~

D. Holiday Decorations. In all lighting zones, low Lumen output traditional holiday decorations may be unshielded and remain on all night from November 15th to January 15th.

E. **Solar-Powered Lighting.** Solar-powered lights of five watts or less per fixture used in residential landscaping applications and to illuminate walkways are exempt from applicable lamp type and shielding standards and are excluded from the total lumen calculations for the site.

F. **Construction and Renovation of Municipal Facilities.** All outdoor lighting used for construction or major renovation of municipal buildings, structures and facilities is exempt from the provisions of this division.

10-50.70.090 Nonconforming Outdoor Lighting

Section 10-20.60.080, Nonconforming Outdoor Lighting, provides the standards and regulations for nonconforming outdoor lighting.

10-50.70.100 Violations and Enforcement

A. It shall be unlawful to install or operate an outdoor light fixture in violation of this division. Any person violating any provisions of this division shall be guilty of a misdemeanor. Each and every day during which the illegal erection, maintenance, and use continues shall be considered a separate offense.

B. The requirements of this division shall be enforced in compliance with the enforcement provisions of Division 10-20.110, Enforcement.

10-20.60.040 Residential Exemptions

~~An involuntarily damaged or destroyed nonconforming single-family or multifamily dwelling unit may be reconstructed or replaced with a new structure within the same footprint (including pre-existing nonconforming setbacks), height and number of dwelling units, in compliance with current Building and Fire Code requirements.~~

An involuntarily damaged or destroyed nonconforming Single-Family or Multiple-Family Development unit may be reconstructed or replaced with a new structure within the same footprint (including pre-existing nonconforming setbacks), height and number of dwelling units, but in compliance with Title 4, Building Regulations; Title 5, Fire Code; and Division 10-50.70, Outdoor Lighting Standards.

10-20.60.080 Nonconforming Outdoor Lighting

A. **General.**

1. If at the effective date of this Zoning Code, or of any extension resulting from annexation to the City, any existing outdoor lighting which is being used in a manner or for a purpose which is otherwise lawful, but does not comply with the provisions of Division 10-50.70, Outdoor Lighting Standards, shall be deemed legal but nonconforming, and shall be allowed to continue provided such fixtures are extinguished between the hours of midnight and sunrise by an automatic shut-off device.

2. No modification or replacement shall be made to a nonconforming outdoor light fixture unless the fixture thereafter conforms to the provisions of Division 10-50.70, Outdoor Lighting Standards.

3. Whenever a nonconforming use, structure or lot is abandoned for a period of 180 consecutive days and then changed to a new use according to the requirements of Section 10-20.60.030, Restrictions on Nonconforming Uses and Structures, then any existing outdoor lighting shall be reviewed and brought into compliance as necessary for the entire building, structure or premises.

10-50.100.050.C.2. Internally Illuminated Sign Standards

(2) **Lighting Zones 2 ~~and 3~~.** The sign face(s) shall be either composed of illuminated text and symbols against an opaque background (as in subsection (C)(2)(a)(1) of this section), or with generally lighter text and symbols against a colored (not white, off-white, light gray, cream, or yellow) background. Text and symbols may be white, off-white, light gray, cream, or yellow. (See Figure 10-50.100.050I.)

10-80.20.060 Definitions, “F”

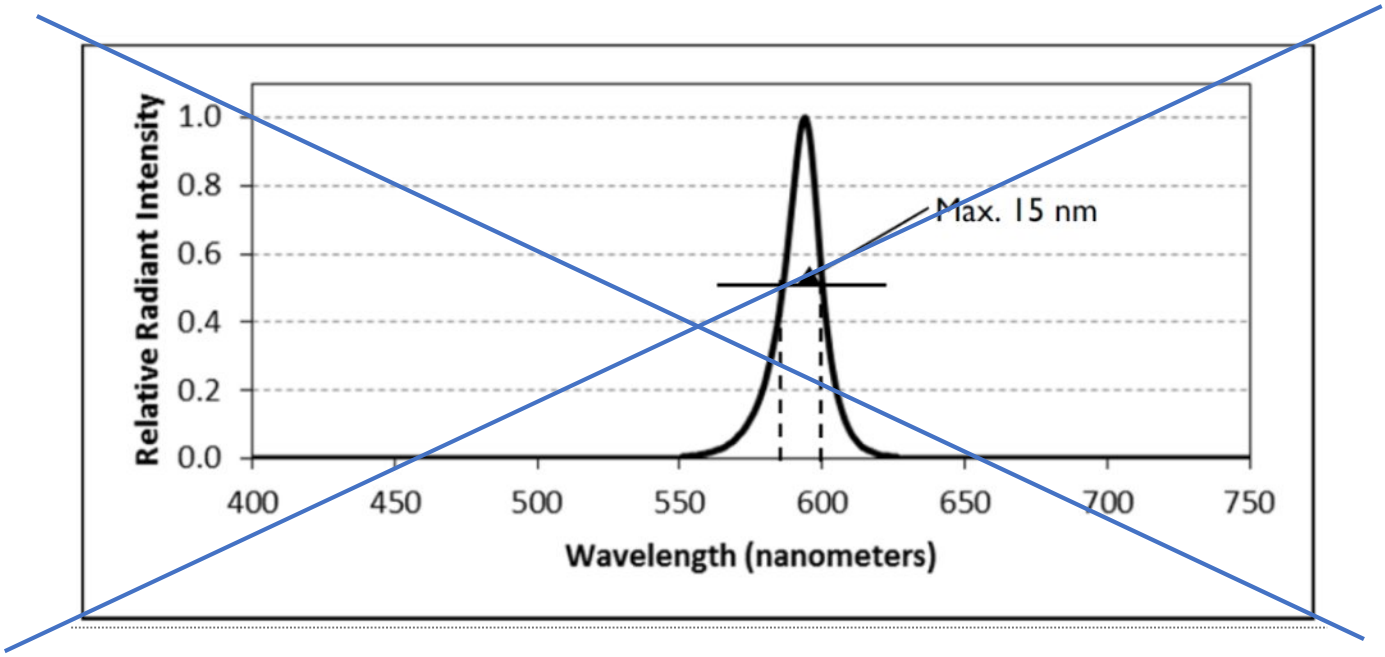
~~Fully Shielded Light Fixture: **See “Light Fixture, Fully Shielded.”**~~

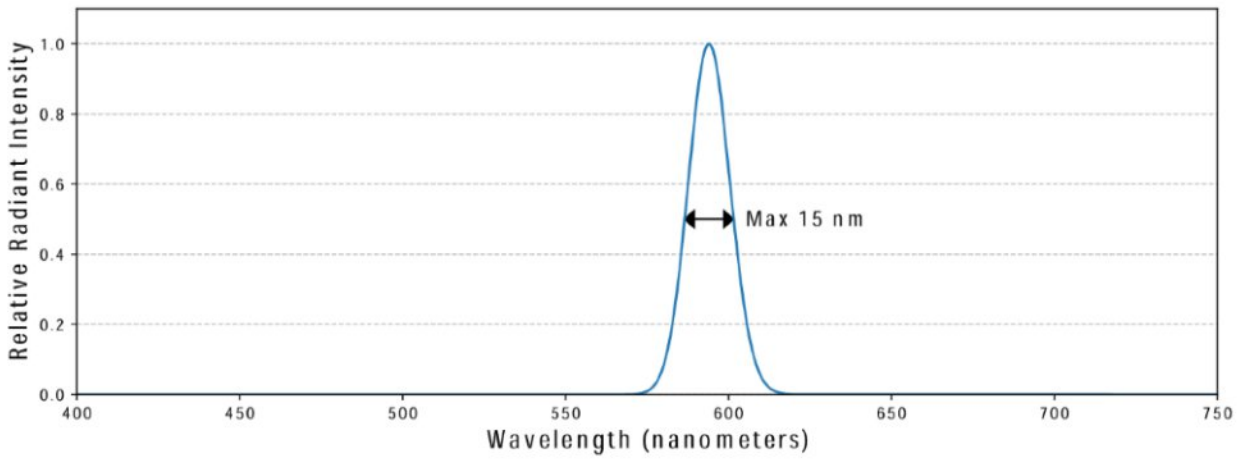
Fully Shielded Light Fixture: See “Fixture, Fully Shielded.”

10-80.20.120 Definitions, “L”

~~**LED, Narrow-Spectrum Amber:** A light-emitting diode (LED) with a spectrum similar to that shown in the graph below, and with a peak wavelength between 585 and 595 nanometers and a full width at 50 percent power no greater than 15 nanometers.~~

LED, Narrow-Spectrum Amber: A light-emitting diode (LED) with a peak wavelength between 589 and 595 nanometers and a full width at 50 percent power no greater than 15 nanometers.





~~Light Fixture: **See "Light Fixture, Outdoor."**~~

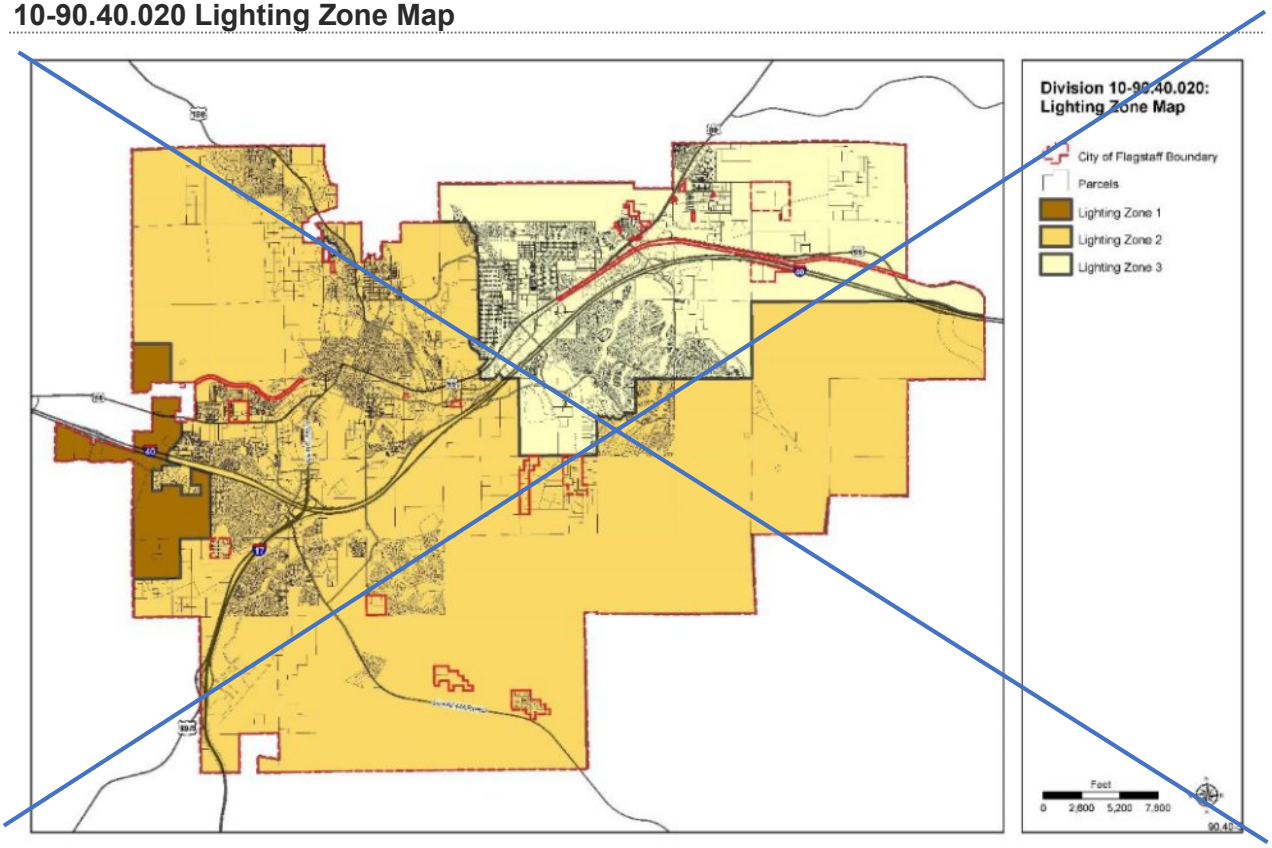
10-80.20.150 Definitions, "O"

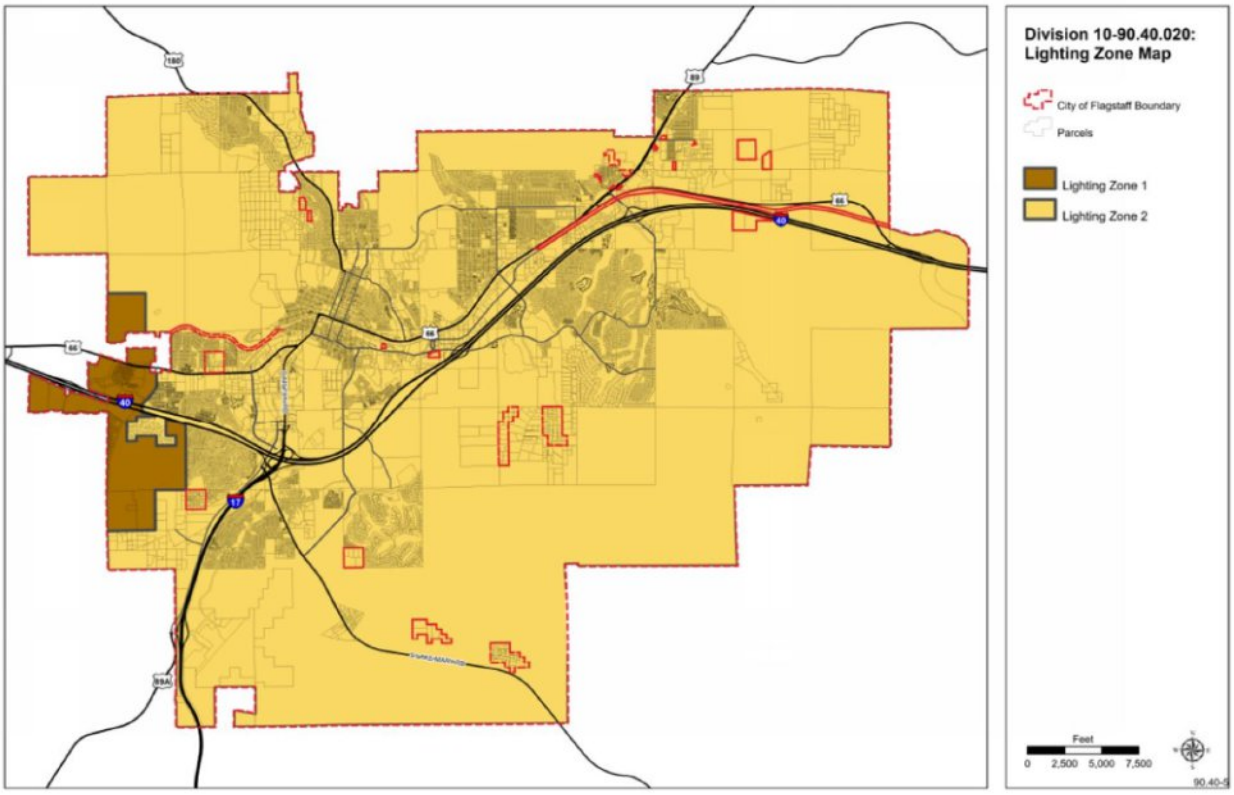
~~**Outdoor Light Output, Total:** The maximum total amount of light, measured in lumens, from all outdoor light fixtures. Includes all lights and luminous tubing used outdoors or in areas open to the outdoors, and lights used for external illumination of signs, but does not include lights used inside of internally illuminated signs or luminous tubing used in neon signs. For luminous tubes used outside of signage, output is calculated per linear foot of tubing rather than per lamp. For lamp types that vary in their output as they age (such as high pressure sodium, metal halide and fluorescent), the initial output, as defined by the lamp manufacturer, is the value to be considered.~~

Outdoor Light Output, Total: The maximum total amount of light, measured in Lumens, from all Outdoor Light Fixtures. Includes all outdoor lights and luminous tubing used in areas open to the outdoors, and lights used for external illumination of signs, but does not include lights used inside of internally illuminated signs, luminous tubing used in neon signs, and street and pedestrian lighting installed on public rights-of-ways or private street tracts in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure. The total Lumens of each Outdoor Light Fixture used to calculate the Total Outdoor Light Output is:

(1) The total initial Lumen output listed by the manufacturer of an integral solid-state LED Outdoor Light Fixture;
(2) The initial Lumen output for all outdoor luminous tubes (e.g., neon and fluorescent tubes and rods) calculated per linear foot;
(3) The initial Lumen output (i.e., bulb lumens) listed by the manufacturer of all replaceable Edison Socket, or other screw-in, plug in, etc., LED bulbs used in an Outdoor Light Fixture multiplied by 0.70.; and
(4) The initial Lumen output (i.e., bulb lumens) of all other outdoor bulb light sources (i.e., non-LED) included as part of an Outdoor Light Fixture multiplied by 0.70.

10-90.40.020 Lighting Zone Map




Division 10-90.40.020:
Lighting Zone Map
City of Flagstaff Boundary
Parcels
Lighting Zone 1
Lighting Zone 2
Feet
0 2,500 5,000 7,500

PZ-19-00248: Outdoor Lighting Standards Zoning Code Text Amendment

Narrative and Regional Conformance Analysis

Narrative

The purpose of Division 10-50.70: Outdoor Lighting Standards is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, minimize light pollution and light trespass across property lines, maintain an environment that the City's astronomical industry depends upon, reduce energy consumptions, minimize the potential disruption to nocturnal ecosystems, and to allow safe and efficient outdoor lighting. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe outdoor lighting practices.

In 2019, a Joint Land Use Study (JLUS) was completed for Coconino County. The JLUS is a cooperative land use planning effort between local governments and military installations. Its goal is to ensure the lasting compatibility of military installations and their nearby communities. There are two U.S. Naval Observatory Sites in the Flagstaff Region which rely on dark sky conditions to conduct their missions. The JLUS contains specific implementation strategies for the City of Flagstaff. These strategies focus on updating the Zoning Code to remove Lighting Zone 3 as well as modernize measurement of absolute lumens to account for the increasing use of LED lighting. A working group was formed in late 2019 to begin working on revisions to the Outdoor Lighting Standards as suggested by the JLUS.

Regional Plan Conformance

The Regional Plan analysis supports the proposed Zoning Code Text Amendment as part of the required findings. The Regional Plan has 97 goals and over 508 policies, which sometimes conflict or are given different weight in decision making. The applicable policies are analyzed by chapter below. Conflicting goals and policies are found in Chapter VII – Energy which supports energy efficiency. Narrow Spectrum Amber LEDs are less energy efficient than full spectrum LEDs.

Chapter IV - Environmental Planning & Conservation

- Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- Policy E&C.5.1 Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.

Chapter VII - Energy

- Goal E.1. Increase energy efficiency.

Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Chapter XIV - Economic Development

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

Chapter VIII – Community Character

- Goal CC.1. Reflect and respect the regions' natural setting and dramatic views in the built environment.
- Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows and conserve stands of ponderosa pine.

Chapter XIV - Economic Development

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

There is a very specific portion of the Regional Plan that supports the preservation of dark skies in Flagstaff. Dark skies have been a priority for Flagstaff for over three decades with the adoption of the first Outdoor Lighting Standards in the 1990's. This code amendment reflects recent planning efforts to preserve astronomical facilities in the Flagstaff region. While the preferred light source (Narrow Spectrum Amber LEDs) is less energy efficient than the full spectrum LEDs the environment, social, and economic benefits are so great that in this instance they are supported over the very important goal of energy efficiency.

OUTDOOR LIGHTING
ZONING CODE TEXT AMENDMENT
PUBLIC PARTICIPATION PLAN

I. PURPOSE

The primary purpose of this Zoning Code Text Amendment is to update the Outdoor Lighting Zoning Code, related development standards and other related modifications to address the Joint Land Use Study (JLUS) implementation strategies, remove conflicts and simplify the requirements.

This Public Participation Plan will service as the guiding methodology to provide opportunities to the public to participate and provided public comments regarding the proposed Zoning Code Text Amendment.

II. WORK GROUP

The primary purpose of this the work group is to review the draft amendment to verify that it addresses JLUS study prior to beginning public outreach. The workgroup is anticipated to include the following persons:

Dan Symer
Tiffany Antol
Genevieve Pearthree
Christina Rubalcava
Dan Folke
Reggie Eccleston
Mark Stento
Mary Beth Dreusike
Frederick Vrba
Stephen Williams
Christian Luginbuhl
Jeffrey C. Hall

III. PUBLIC OUTREACH

After the work group finalized a draft of the Outdoor Lighting Standards amendment. Staff completed the following efforts to reach out for public input on the proposed amendment prior to scheduling work sessions or public hearings:

- Direct contact with known electrical and lighting contractors was made via email to solicit feedback on the proposed amendment.
- Notice about the proposed amendment was added to all water bills during the month of July.
- Staff had an article about the proposed amendment published in the Flagstaff Business News July 2022 edition.
- A direct mailing to all commercial property owners in Lighting Zone III (approximately 600 owners) with notice of the proposed amendment and invitation to an Open House to discuss the amendment.
- Staff held an Open House meeting on August 4, 2022, 5:30 p.m. at the Flagstaff Public Library (Downtown) to discuss the amendment. One member of the public attended the open house.

IV. Required Work Sessions and Public Hearings

The Zoning Code's required Citizen Review work session with the Planning and Zoning Commission will be held at least 14 days prior to the Planning and Zoning Commission's public hearing to provide a recommendation to the City Council on the proposed Zoning Code Text Amendments. Also, a work session with the City Council will be held at least 14 days prior to the City Council's public hearing on the proposed Zoning Code Text Amendments.

City Council Work Session – September 27, 2022, 3:00 p.m.

Planning and Zoning Commission Work Session - September 28, 2022, 4:00 p.m.

Planning and Zoning Public Hearing – October 12, 2022, 4:00 p.m.

City Council Public Hearing – November 1, 2022, and November 15, 2022, 3:00 p.m.

V. Methodology of Public Notice

Notification to public will be provided in several methods. These will include:

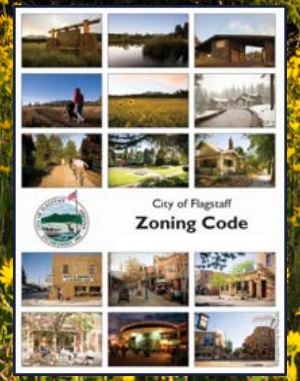
- First class mail notices will be sent to all on the interested parties/notification list on file with the Planning and Development Services a minimum of 15 days prior to any neighborhood meeting and public hearings.
- Eighth-page ads in the Arizona Daily Sun will be published at least 15 days prior to any required work sessions and public hearings.
- Email notices to regular of the work sessions and public hearing will be provided to contractors, electrical engineers and lighting designers that submit regularly to the City.
- Notifications on the Zoning Code Amendment webpage will be provided.
- The City Council and Planning and Zoning Commission meeting and work session agendas that include this amendment will be posted at the City Hall and on the City website.

Amendment to Zoning Code Division 10-50.070 Outdoor Lighting Standards

PZ-19-00248

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Outdoor Lighting Standards

City's Proposed Zoning Code Text Amendment

Amend the Zoning Code in accordance with the Joint Land Use Study (JLUS) to:

- **Extend Lighting Zone 2 in Flagstaff to cover all of existing Lighting Zone 3**
- **Modernize measurement of absolute lumens for LEDs**
- **Revise residential average use standard**
- **Update design standards to encourage overhang or canopy mounting for outdoor lighting in Lighting Zone 1.**

Outdoor Lighting Standards

City's Proposed Zoning Code Text Amendment

Purpose 10-50.70.010

- **The purpose has been updated and shortened to focus on the primary intent of the standards**

Compliance with the Zoning Code and Permit Requirements 10-50.70.020

- **This section has been completely revised to provide detailed language about permitting requirements.**

Outdoor Lighting Standards

City's Proposed Zoning Code Text Amendment

Applicability 10-50.70.030

- **The requirements in this section have been streamlined and reorganized with minimal substantive changes.**

Establishment of Lighting Zones 10-50.70.040

- **This is one of the more substantive changes to the code. This includes removing the existing Lighting Zone 3 and replacing with existing Lighting Zone 2. In addition, written descriptions of the two zones are provided in conjunction with the map.**

Outdoor Lighting Standards

City's Proposed Zoning Code Text Amendment

General Requirements – All Lighting Zones 10-50.70.050

- **Many of the requirements of this section have been streamlined and reorganized.**
- **The Maximum Total Outdoor Light Output Standards updated to include the absolute lumens for LEDs rather than using a multiplier specific for LEDs**
- **Residential average use standards are lowered from 10,000 lumens in all zones to 1,500 lumens in Lighting Zone 1 and 5,000 lumens in Lighting Zone 2.**
- **Standards have been added for fixtures not mounted on a building or canopy in Lighting Zone 1.**

Outdoor Lighting Standards

City's Proposed Zoning Code Text Amendment

Special Uses 10-50.70.060

- **Special uses include service station canopies and outdoor recreation facilities.**
- **Adds new provisions for building lights located under canopies, building overhangs, and roof eaves.**

Exceptions 10-50.70.070

- **This section includes minor changes to the airport lighting to specify that this provision does not apply to private helipads or landing strips.**
- **Clarifications to holiday lighting.**

Outdoor Lighting Standards

City's Proposed Zoning Code Text Amendment

Residential Exemptions 10-20.60.040

- **This section clarifies that when a legal nonconforming residence is rebuilt that it must comply with these Outdoor Lighting Standards.**

Definitions 10-80.20

- **The primary change is to the definition of LED, Narrow-Spectrum Amber: Which has a peak wavelength between 589 and 595 nanometers rather than 585 to 595. This is in alignment with the recent work on street lighting requirements.**

Outdoor Lighting Standards

Staff Recommendation

Findings for Zoning Code Text Amendments:

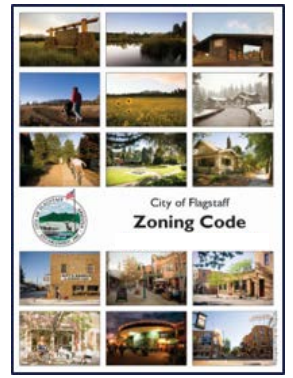
(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Residential Sustainable Building Standards

Questions, Comments, and Suggestions



12. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tamara Lawless, Water Conservation Manager
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE

Water Conservation Strategic Plan Update

STAFF RECOMMENDED ACTION:

Discussion only. Council input on future/current programming is welcome.

EXECUTIVE SUMMARY:

Water Conservation staff will provide an update on the Water Conservation Strategic Plan, which was passed by City Council in December of 2020. Updates will include new programs that have been implemented as part of the Council adopted plan, as well as others that are up and coming.

INFORMATION:

Water Conservation staff have been implementing the Water Conservation Strategic Plan since its adoption in December of 2020. As a recap, the plan was created in order to meet the following goals:

- Become a national leader in water conservation in all sectors (previous Council goal)
- Generate quantitative water conservation savings projects for use in Water Resources Master Plan
- Ensure Water Conservation Program expenditures result in broad community participation and return on investment

Some new programming was delayed during the pandemic and subsequent recession/hiring freezes. However, staffing has remained stable for the last year and many new initiatives are underway. Staff will provide Council with an update on progress made and will preview upcoming new programs.

Based on an analysis of consumption trends from the past two years since plan implementation, we are on track to meet (or exceed) projected water savings.

Attachments: Water Conservation Strategic Plan 2022 Update Slides

Water Conservation Strategic Plan 2022 Update

Tamara Lawless, Water Conservation Manager

Water Services Division

Strategic Plan Overview

- Originally passed December 2020
- 20 year plan (thru 2040)
- Extensive public outreach process
- Assessed current and future conservation actions
- Awards
  - 2020 WaterSense Excellence Award
  - Alliance for Water Efficiency Leaderboard





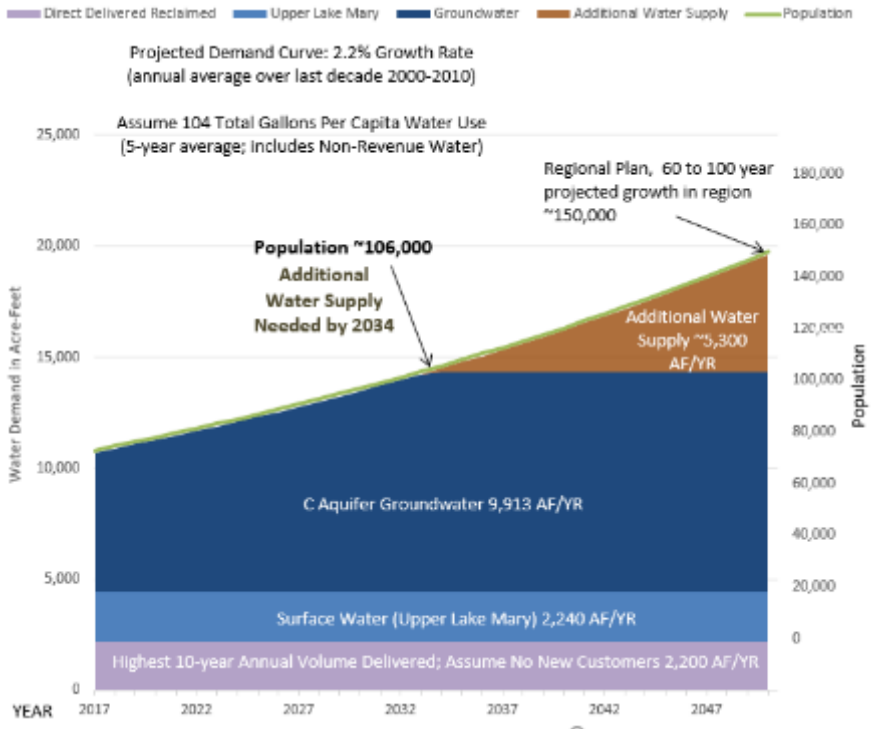


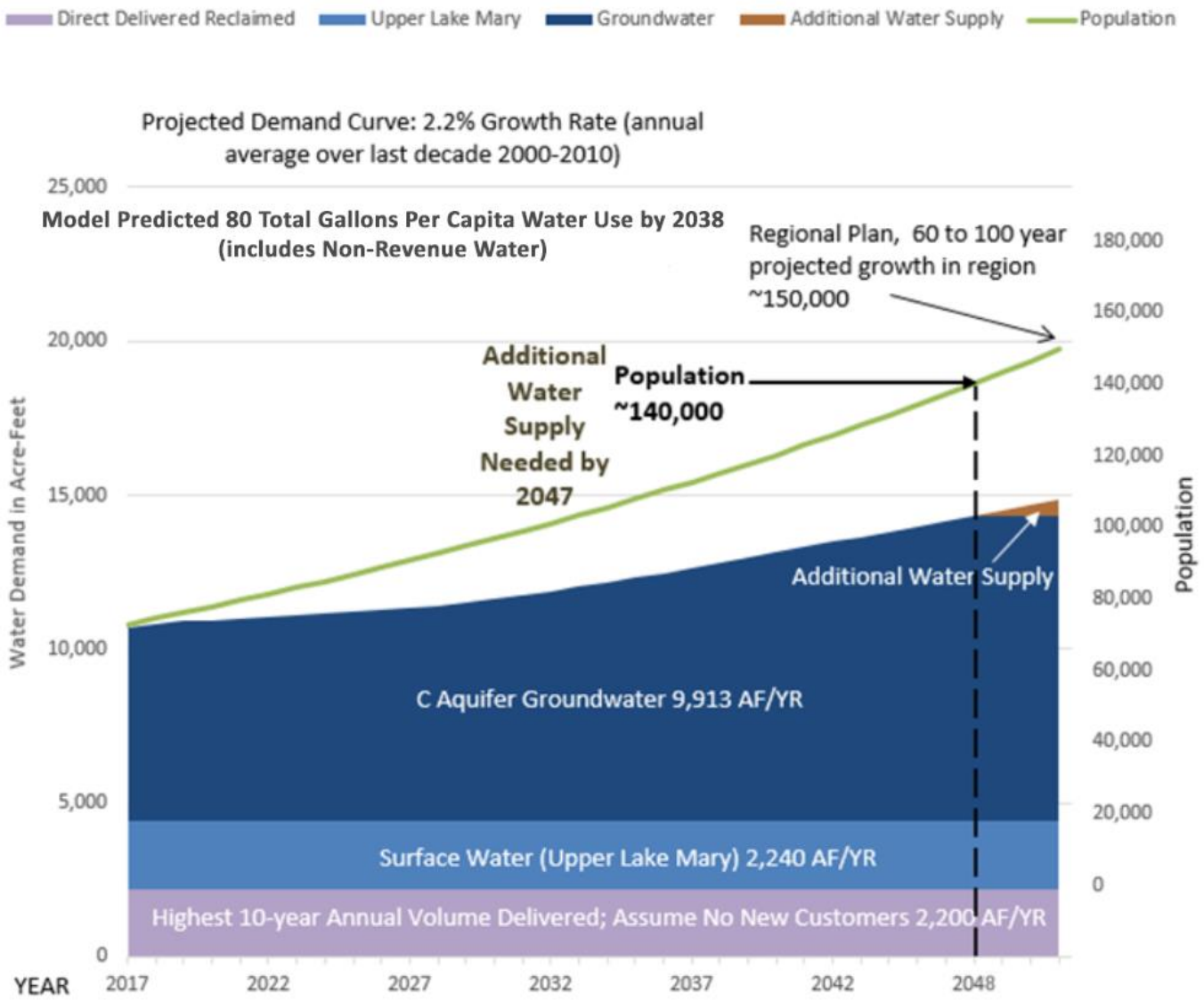
Strategic Plan Goals

1. Quantify water savings
2. Select future water conserving activities
3. Ensure community benefit of conservation programming
4. Establish Flagstaff as leader in water conservation



Projected demand





Preexisting Programming

- Public outreach & Social Media
  - Water Awareness Month & Annual Mayor's Challenge
  - 4th Grade Water Festival
- Residential and Commercial consultations / rebates
- Meter replacement across community
- Code enforcement
- Efficient fixture giveaways



Commercial & Residential Rebates

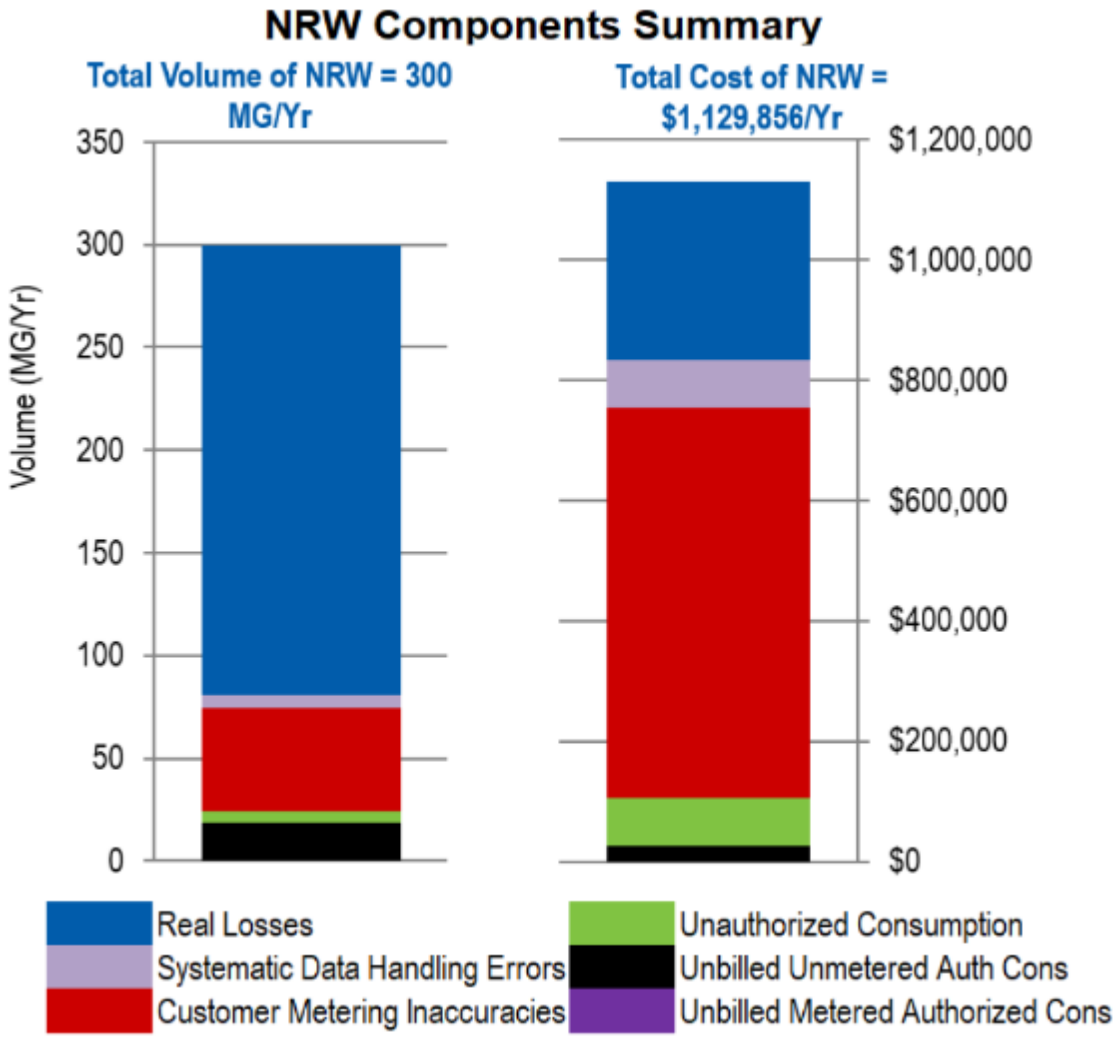
- Increased efficiency requirements to premium efficiency (1.1 gpf or lower effective flush volume)



- Were able to perform toilet replacements at several hotels during pandemic
  - DoubleTree
  - RoadWay Inn
- New high efficiency showerheads at Aquaplex

Nonrevenue Water Audit

- Performed for CY 2020, CY 2021 to be assessed soon
- Showed annual loss of approx 300 million gallons, total cost approx $1.13M
- Data validity can be increased by annually testing system entry meters



School Retrofits

Flagstaff Junior Academy: Cedar Campus

- Replaced 1.6 gpf toilets with premium efficiency toilets (50% savings)
- Replaced aerators (average 70% savings)
- Replaced leaking faucet in one classroom
- Annual estimated water savings 44,000 gallons
- Conservation program for all students on World Water Day, discussing the retrofit and how they can save water.



School Retrofits



Mountain School

- Replaced valves in commercial toilets for estimated water savings of 20-37%
- Replaced all faucet aerators with water savings between 50-75%
- Detected several leaks and provided replacement parts for faucets and urinals

Haven Montessori

- Replaced valves in commercial toilets for estimated water savings of 20%
- Replaced all faucet aerators with water savings between 50-75%
- Detected one sink leak and providing new faucet

Rainbarrel Program Update

- Reduce staff time thru volunteers – Co-Coop Maker's Space
- Partnership with Habitat for Humanity and E.R.I.C for free screen material (diverted from landfill)
- Revitalized rainwater workshop to emphasize reducing outdoor water consumption
- Held 9 workshops in FY22/FY23
  - Provided 143 totes and barrels to community
  - 250 new requests for barrels in the last few months.



Code proposals

WaterSense Certified Faucets, Showerheads, Toilets

- Would improve and adjust as the certification changes over time
- Ensures both efficiency and efficacy
- Outreach to contractors and plumbers winter 22/23
- Existing similar codes: Sierra Vista, NYC, Colorado, Georgia (California and Texas)

Landscape Code - Passive Rainwater Capture and Review Plant List

- Passive rainwater capture requires contouring of landscape to slow flows
- Existing plant list may include inappropriate plants
- Public participation – workgroup or advisory committee (FY23)

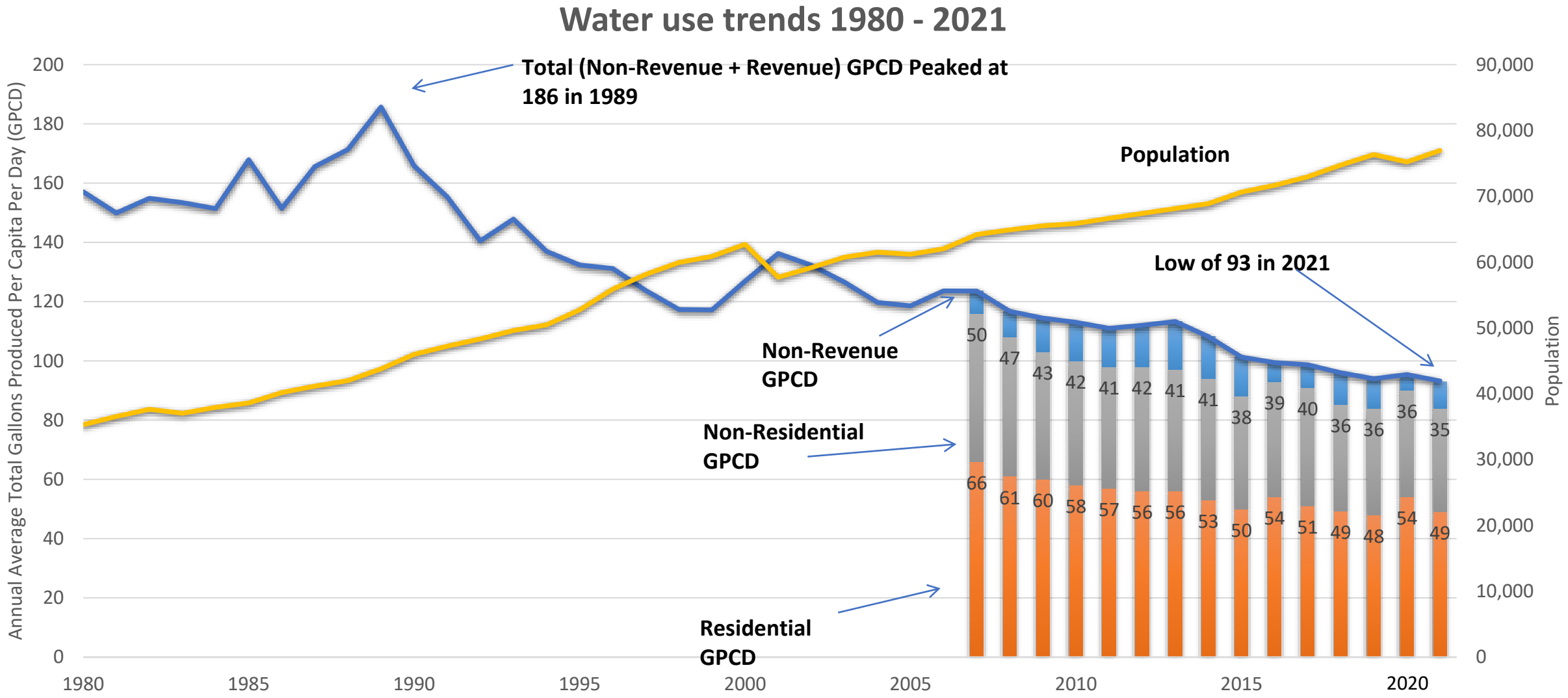
Innovation Fund

- 17 households testing Pearl's Premium low water turf
- Purchasing additional submeter units for customized data tracking



- Other proposals / ideas
  - Partnership with local plant nurseries to promote native and low water use plants
  - Housing partnership for low income home owners
  - Drip irrigation for large rainwater catchment systems for community gardens

Water Use Trends



Thank you!

- Next Steps
  - Continue to implement new programs in the plan
    - Outdoor water budgeting
    - Higher education partnerships
    - Housing partnership
  - Annual tracking sheet on progress
    - Total participation
    - Community water use trends
  - Water Services Rate Study
    - Scope of work includes conservation considerations

12. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Adam Miele, Senior Project Manager
Co-Submitter:	Stacey Brechler-Knaggs
Date:	09/27/2022
Meeting Date:	10/04/2022

TITLE

Airport Drainage Plan Improvements - Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only. Staff will provide an update regarding the Airport Drainage Plan Improvements design effort.

EXECUTIVE SUMMARY:

The Airport Drainage Plan Improvements is a comprehensive plan to guide stormwater management at the Flagstaff Pulliam Airport for the City of Flagstaff. The drainage plan considers future development and buildout of the airport properties within the Airport Improvement Plan boundary and areas of known or identified flooding concern. The stormwater management improvements are intended to address surface stormwater drainage including collection, conveyance, quantity and quality design objectives, and environmental protections in support of regional stormwater management goals and strategies. The drainage plan includes a drainage design criterion, description of existing site conditions and drainage areas, existing conditions hydrologic and hydraulic modeling, proposed conditions hydrologic and hydraulic modeling, evaluation of proposed drainage improvements, alternatives analysis, and prioritization of recommended alternatives and associated cost estimates.

INFORMATION:

The drainage plan considers the following documents as design references:

Federal Aviation Administration (FAA) Advisory Circulars (AC)
· FAA AC 150/5320-5D, Airport Drainage Design, August 2013
· FAA AC 150/5200-33C, Hazardous Wildlife Attractants on or Near Airports, February 2020

City of Flagstaff
· City of Flagstaff Stormwater Management Design Manual (Flagstaff SMDM), March 2009
· City of Flagstaff Low Impact Development Guidance Manual for Site Design and Implementation (Flagstaff LID Manual), January 2009

Various Counties
· Coconino County Drainage Design Criteria Manual (Coconino DDCM), August 2020
· Drainage Design Manual for Maricopa County (Maricopa DDM), December 2018

· Drainage Design Manual for Yavapai County (Yavapai DDM), July 2015

State of Arizona
· Arizona Department of Transportation Highway Drainage Design Manual (ADOT Hydrology), 2014
· Arizona Department of Water Resources Flood Mitigation Section State Standard for Hydrologic Modeling Guidelines (ADWR Hydrology Manual), August 2007

Attachments: Presentation

Mead & Hunt | EXPERIENCE EXCEPTIONAL



Flagstaff Pulliam Airport
Drainage Master Plan

Existing Conditions Assessment

October 4, 2022

FLAGSTAFF AIRPORT
GRAND DESTINATIONS

Airport Drainage Master Plan Goals

- Provide a **comprehensive guide** to **stormwater management** associated with future development and buildout of the airport properties
- Surface stormwater drainage includes **collection**, **conveyance**, **quantity** and **quality design** objective and environment environmental protections in support of regional stormwater management goals and strategies





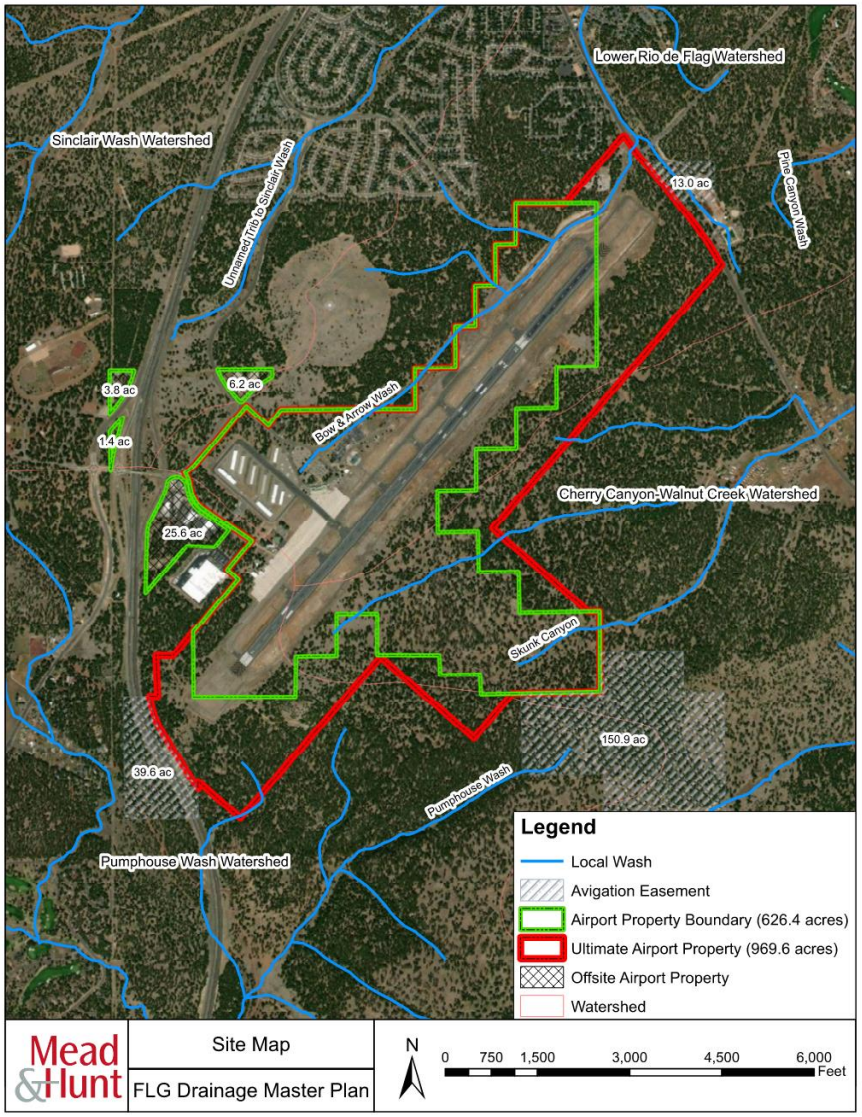
Airport Drainage Master Plan Components

- Existing Conditions Airport Drainage Assessment (Complete)
- Proposed Conditions Airport Drainage Assessment (Next Steps)
  - Short-term airport improvements (0-5 years)
  - Intermediate and Long-term airport improvements (6-20 years)
    - Estimated completion early 2023
- Develop Proposed Airport Drainage Improvements (Next Steps)
  - Concept-level recommended alternatives with cost estimates to address existing flooding concerns and impacts of short-term projects
  - High-level recommendations to address impacts of intermediate and long-range projects
    - Estimated completion mid 2023

Existing Conditions Assessment

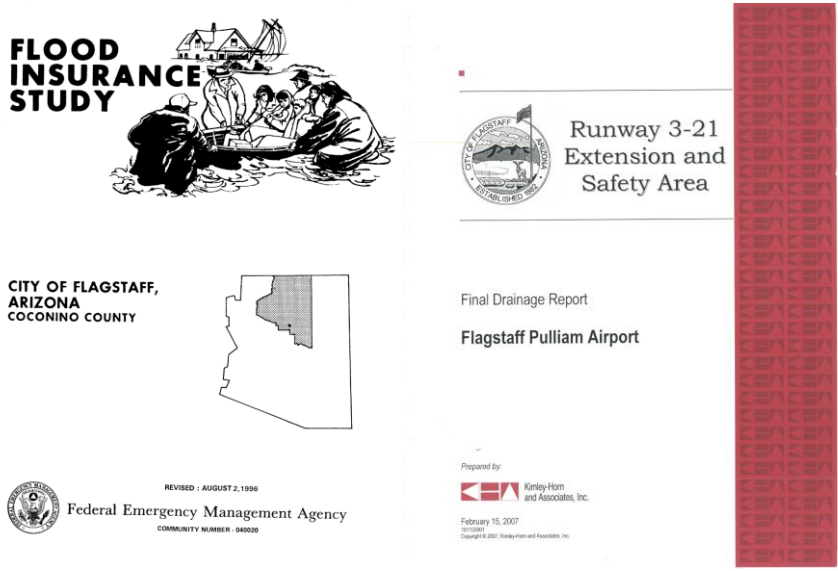
Contents

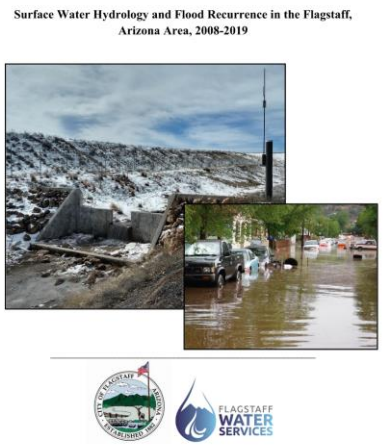
- Overview of Relevant Past Airport Drainage Studies
- Design Codes/References
- Data Sources
- Hydrologic and Hydraulic Modeling Methods
- Calibration and Verification
- Flood Depth Maps
- Next Steps



Overview of Relevant Past Airport Drainage Studies

- FEMA Flood Insurance Study for City of Flagstaff (FEMA, 1996)
- Runway 3-21 Extension and Safety Area Drainage Study (Kimley-Horn, 2007)
- Zuni Drive-Cochise Drive to Coconino Forest Property Drainage Study (Kimley-Horn, 2016)
- Pulliam Airport Overflow Parking Drainage Study (J.E. Fuller, 2021)
- Surface Water Hydrology and Flood Recurrence in the Flagstaff, Arizona Area, 2008-2019 Study (City of Flagstaff, 2021)





Key Design Codes and References

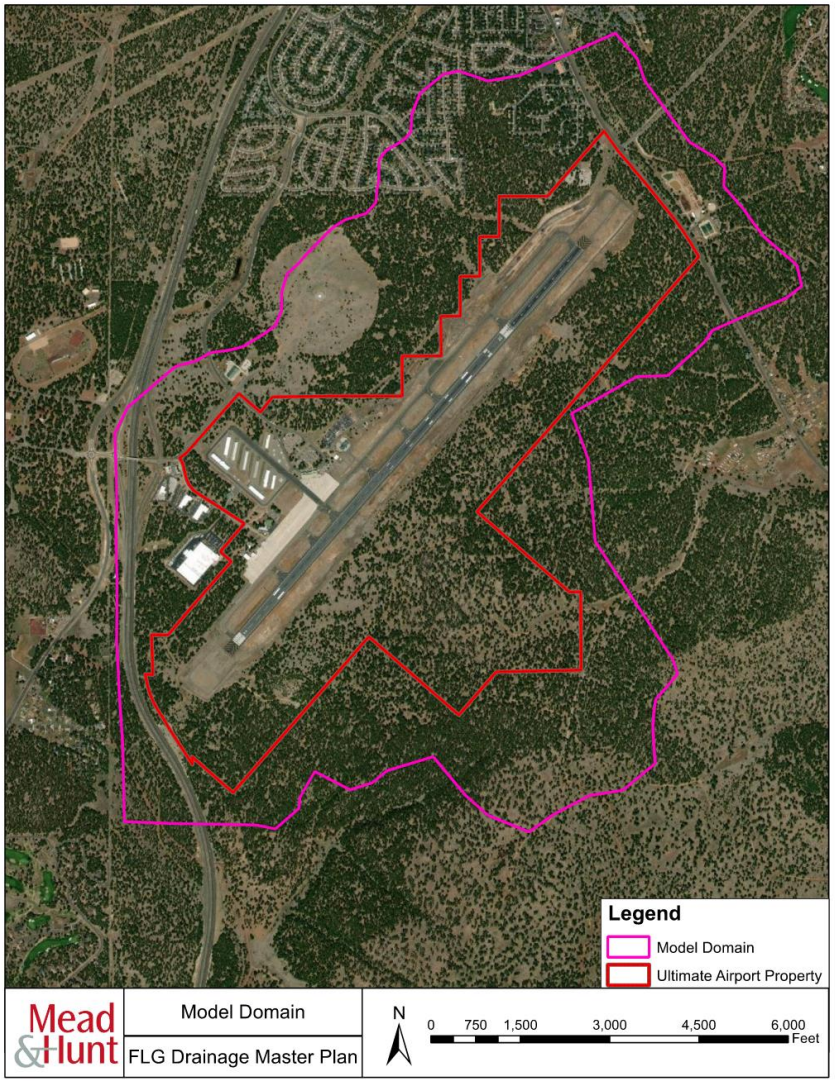
- City
  - City of Flagstaff, *Stormwater Management Design Manual*, March 2009.
  - City of Flagstaff, *Low Impact Development Guidance Manual for Site Design and Implementation*, January 2009.
- County
  - Coconino County, Drainage Design Criteria Manual, August 2020.
  - Flood Control District of Maricopa County, Drainage Policies and Standards for Maricopa County Supplemental Technical Document: FLO-2D Verification Report, May 2016.
  - Flood Control District of Maricopa County, Drainage Design Manual for Maricopa County, Arizona: Hydraulics, December 2018.
- State
  - Arizona Department of Transportation, Highway Drainage Design Manual Volume 2: Hydrology, January 2014.
- Federal
  - FAA AC 150/5320-5D, Airport Drainage Design, August 2013.
  - FAA AC 150/5200-33C, Hazardous Wildlife Attractants on or Near Airports, February 2020.

Data Sources

COMPONENT	SOURCE
BUILDINGS	City of Flagstaff GIS database, supplemented by aerial imagery
STORM DRAINS	Field Survey, supplemented by City of Flagstaff GIS database
CULVERTS	Field Survey, supplemented by City of Flagstaff GIS database
LAND USE	Delineated using field topographic survey and aerial imagery
RAINFALL	NOAA Atlas 14 Database
TOPOGRAPHY	Project LiDAR, supplemented by City of Flagstaff LiDAR
SOILS	Arizona Department of Transportation GIS database

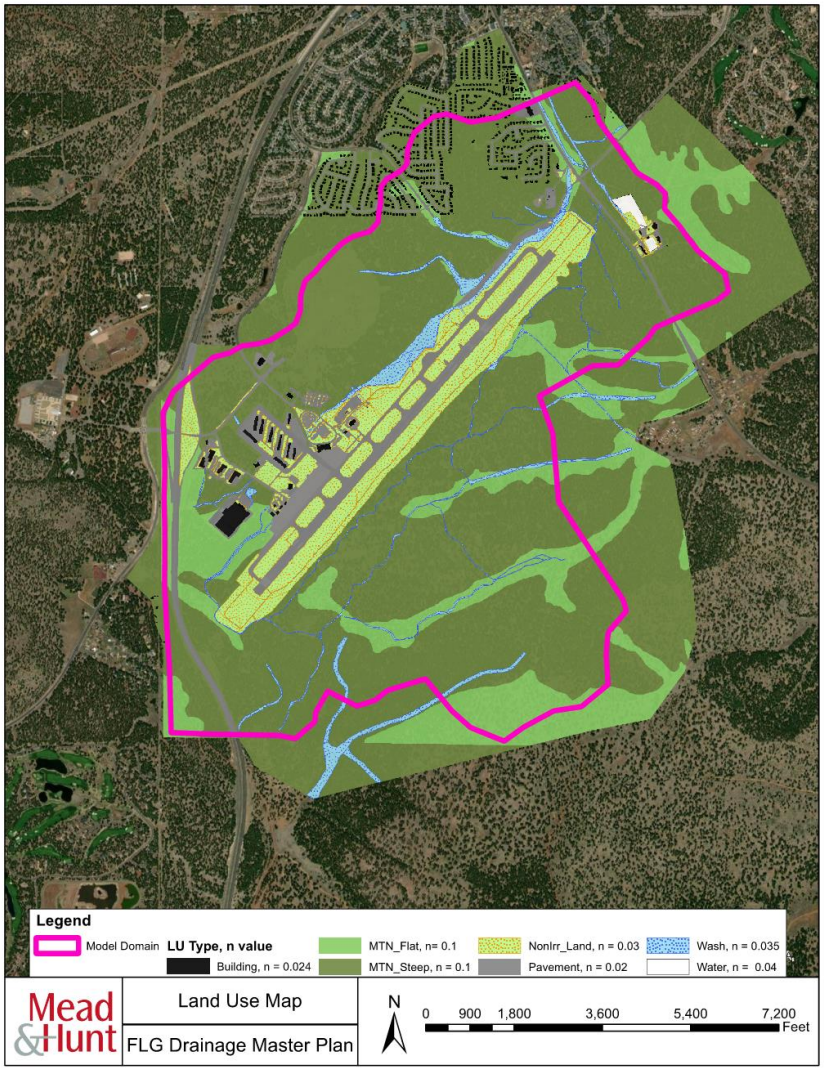
Hydrologic and Hydraulic Modeling Methods

- Analysis Airport drainage using FLO-2D, a combined hydrologic and hydraulic model that simulates rainfall, runoff, and flood routing in two dimensions over a system of square grid elements
  - ➢20-foot grid size
- Model Domain: 236,384 grid cells (3.39 square miles)



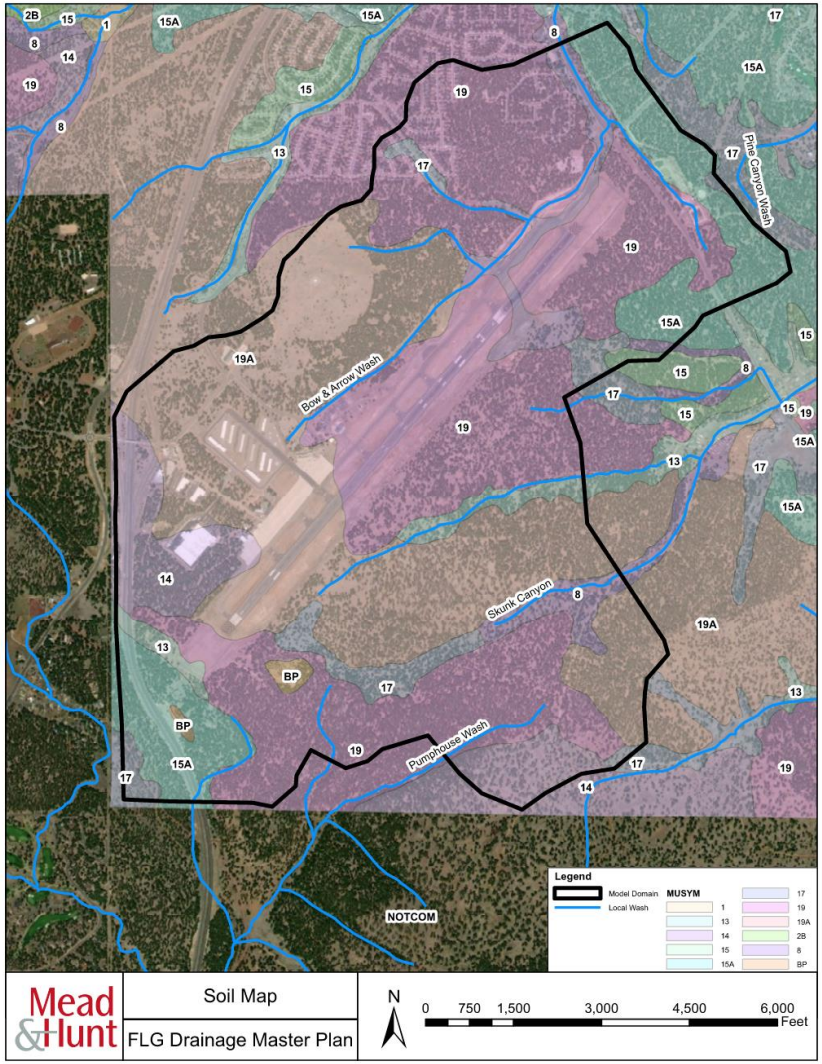
Hydrologic and Hydraulic Modeling Methods (cont.)

- Land use delineation
- Broken into categories that align with City, County, and ADOT modeling guidance
  - Building
  - Pavement
  - Mountain (flat, steep)
  - Non-irrigated land
  - Wash
  - Water



Hydrologic and Hydraulic Modeling Methods (cont.)

- Soils map
  - Numbers correspond to Arizona Department of Transportation (ADOT) soil types
  - Different infiltration capabilities for each soil type



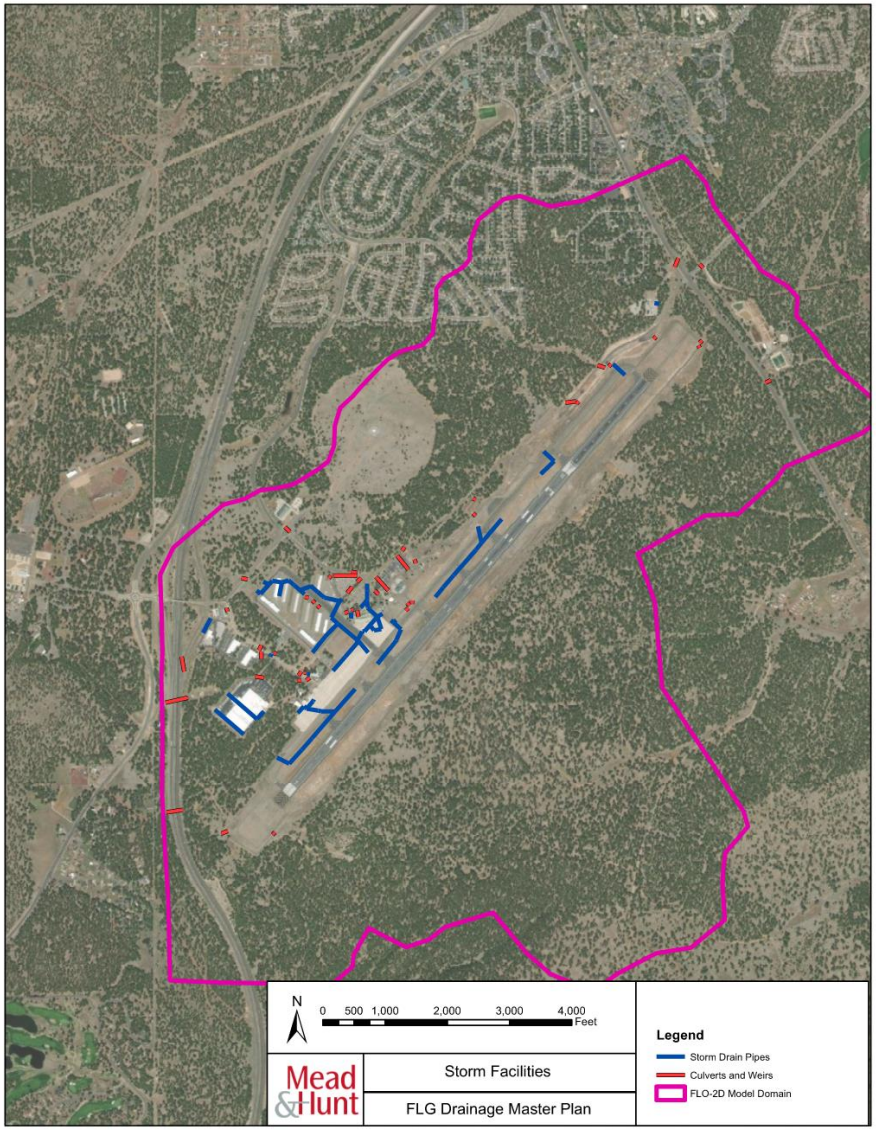
Hydrologic and Hydraulic Modeling Methods (cont.)

- Rainfall

RETURN PERIOD (years)	DURATION (hours)	RAINFALL DEPTH (inches)
2	6	1.21
5	6	1.50
10	6	1.76
25	6	2.12
50	6	2.43
100	6	2.75

Hydrologic and Hydraulic Modeling Methods (cont.)

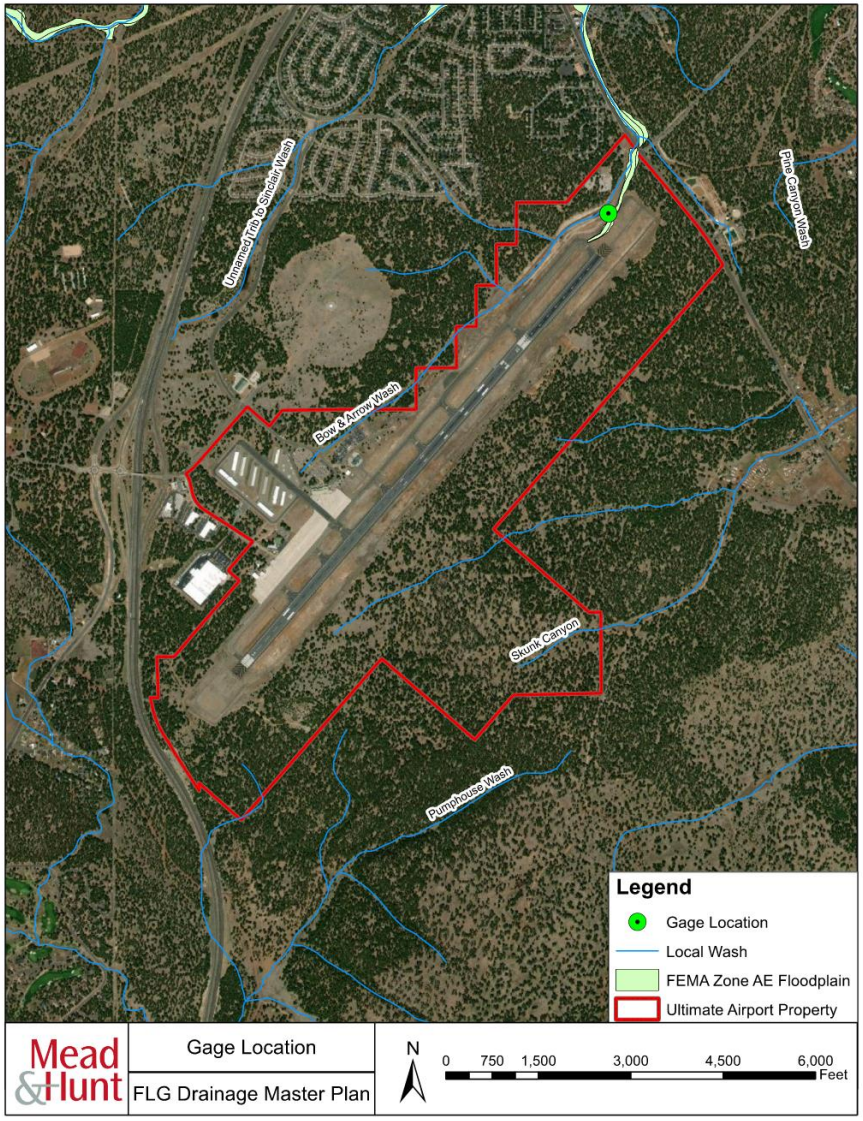
- Storm Drains and Hydraulic Structures



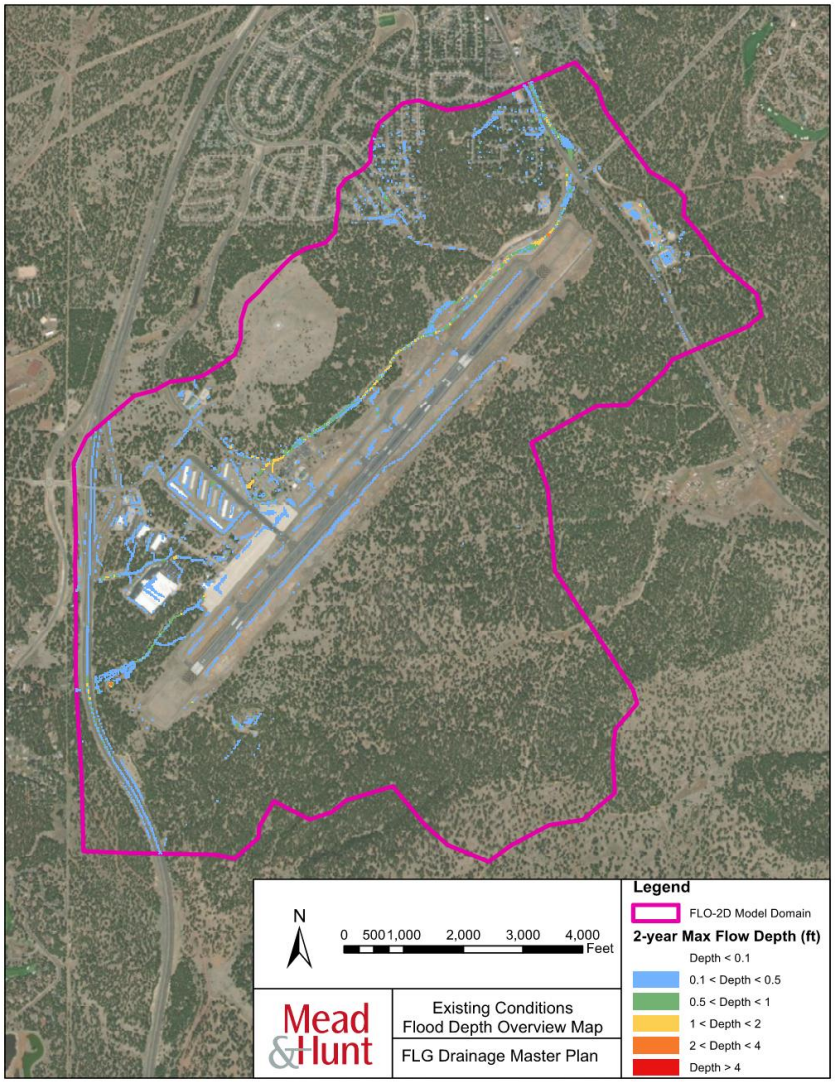
Calibration and Verification

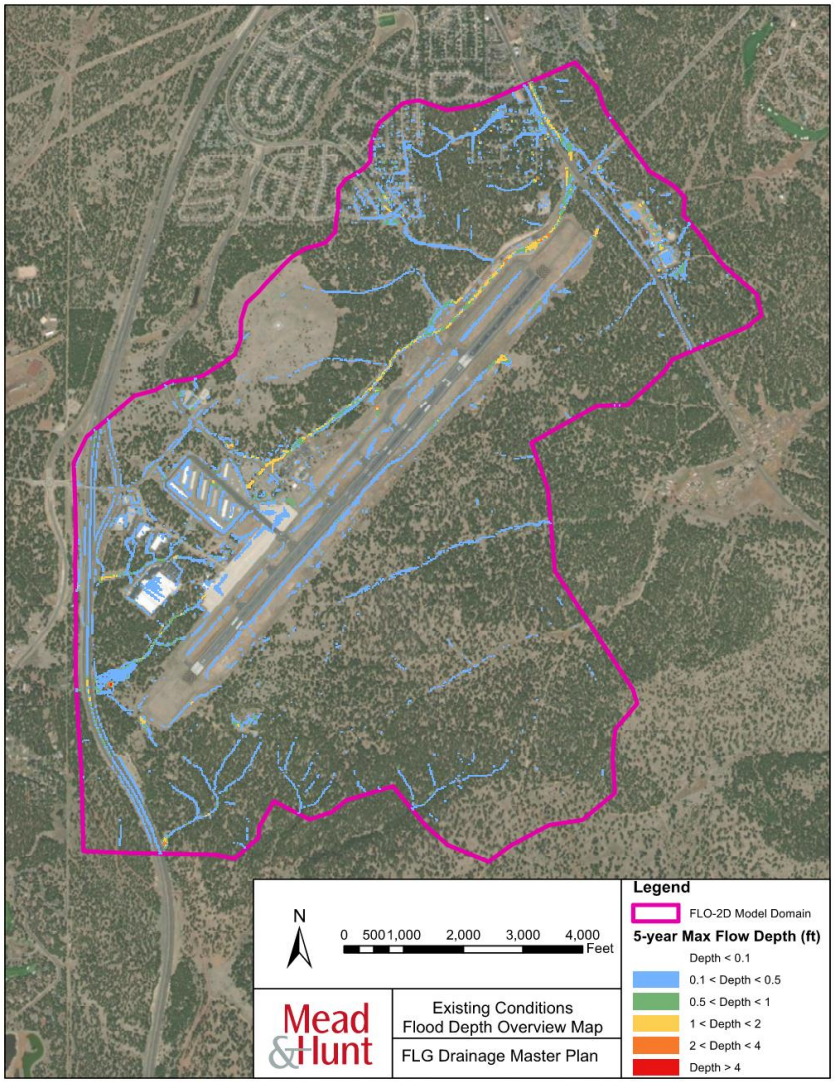
CALIBRATION SUMMARY TABLE				
RETURN PERIOD	PEAK DISCHARGE (CFS)			
	Flagstaff Gage Bulletin 17B	FLO-2D with 4-inch Limiting Infiltration Depth	FLO-2D with 5-inch Limiting Infiltration Depth	FLO-2D with 6-inch Limiting Infiltration Depth
2-year	11.7	19.9	14.5	12.3
5-year	37.7	48.8	36.7	33.4
10-year	63.9	91.2	67.3	61.1
50-year	143.8	179.7	145.1	133.0
100-year	184.0	224.1	183.2	167.7

VERIFICATION SUMMARY TABLE				
RETURN PERIOD	PEAK DISCHARGE (CFS)			
	Flagstaff Gage Bulletin 17B Study	FLO-2D with 5-inch Limiting Infiltration Depth	Zuni Drive Calibrated HEC-HMS Study	1996 FEMA FIS Report
2-yr	11.7	14.5	6.6	--
5-yr	37.7	36.7	26.2	--
10-yr	63.9	67.3	50.7	--
50-yr	143.8	145.1	--	--
100-yr	184.0	183.2	206.2	146.0

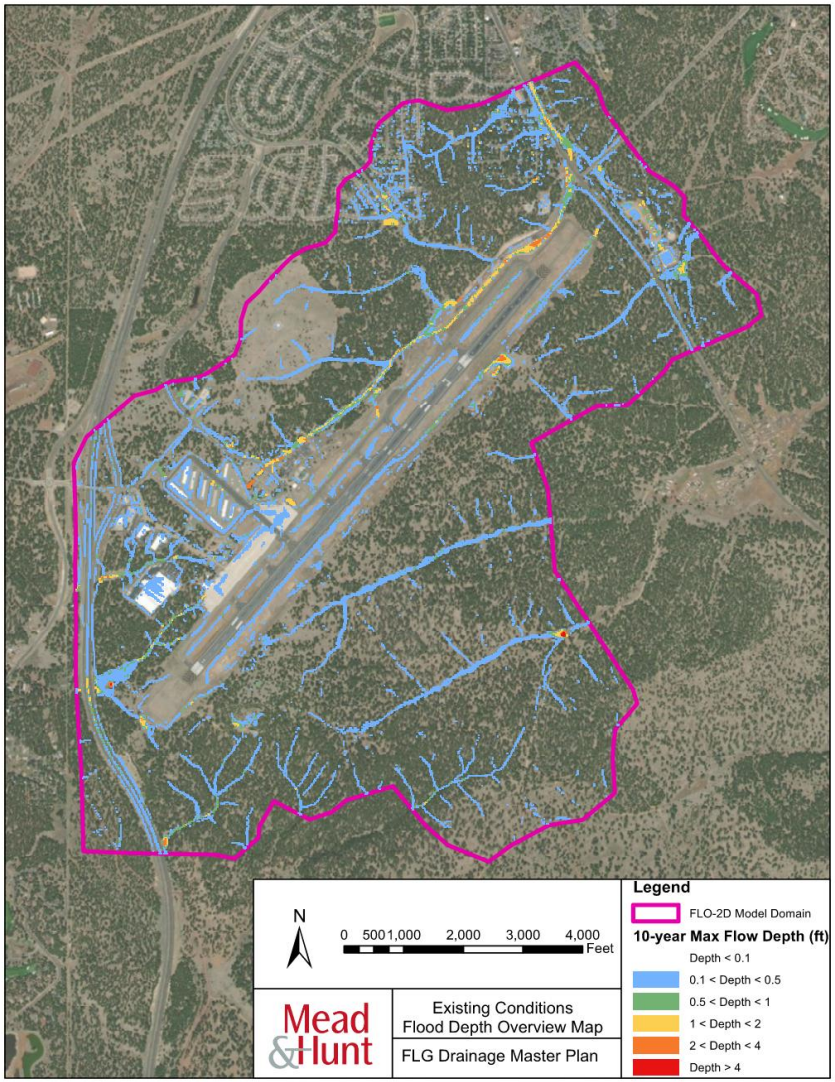


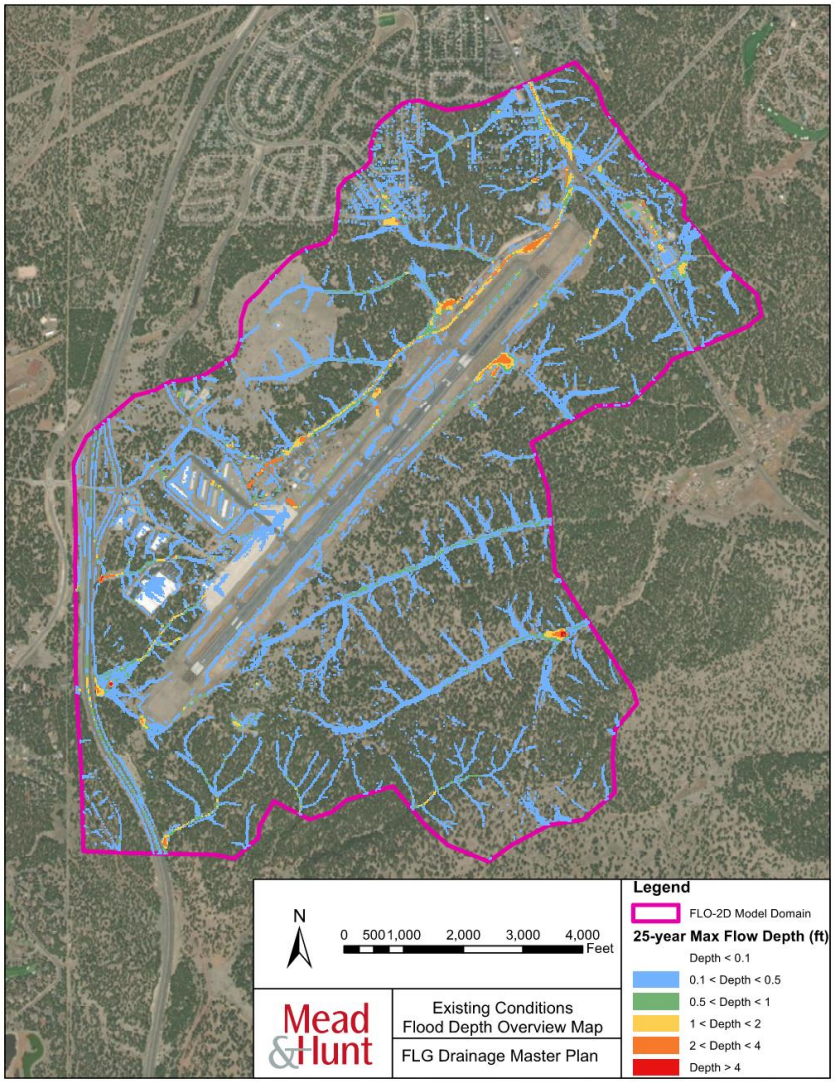
Flood Depth Overview Map – 2-year and 5-year Storms



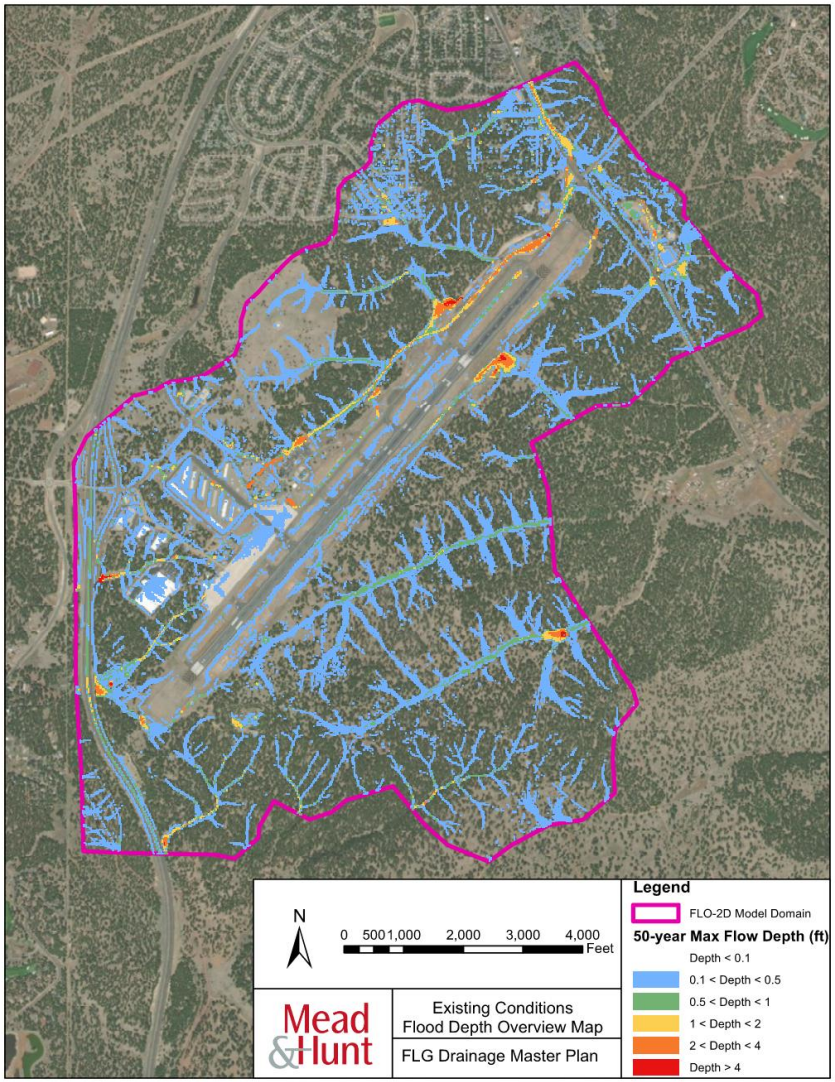


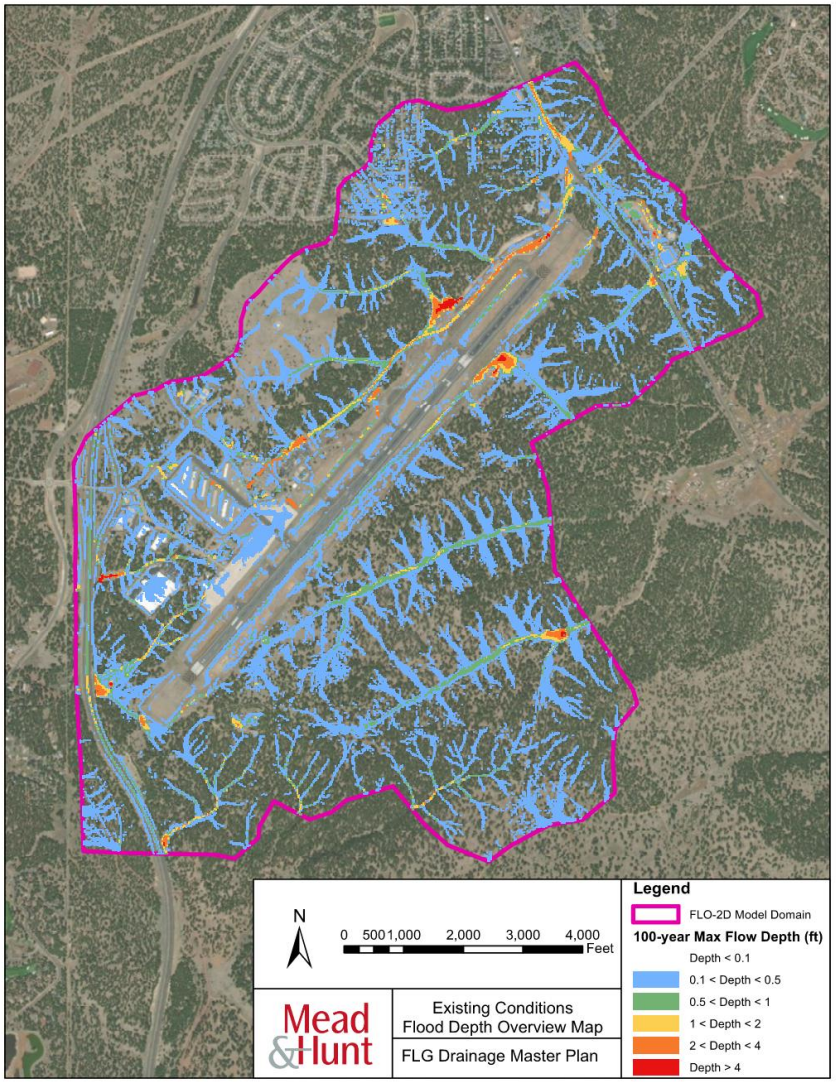
Flood Depth Overview Map – 10-year and 25-year Storms



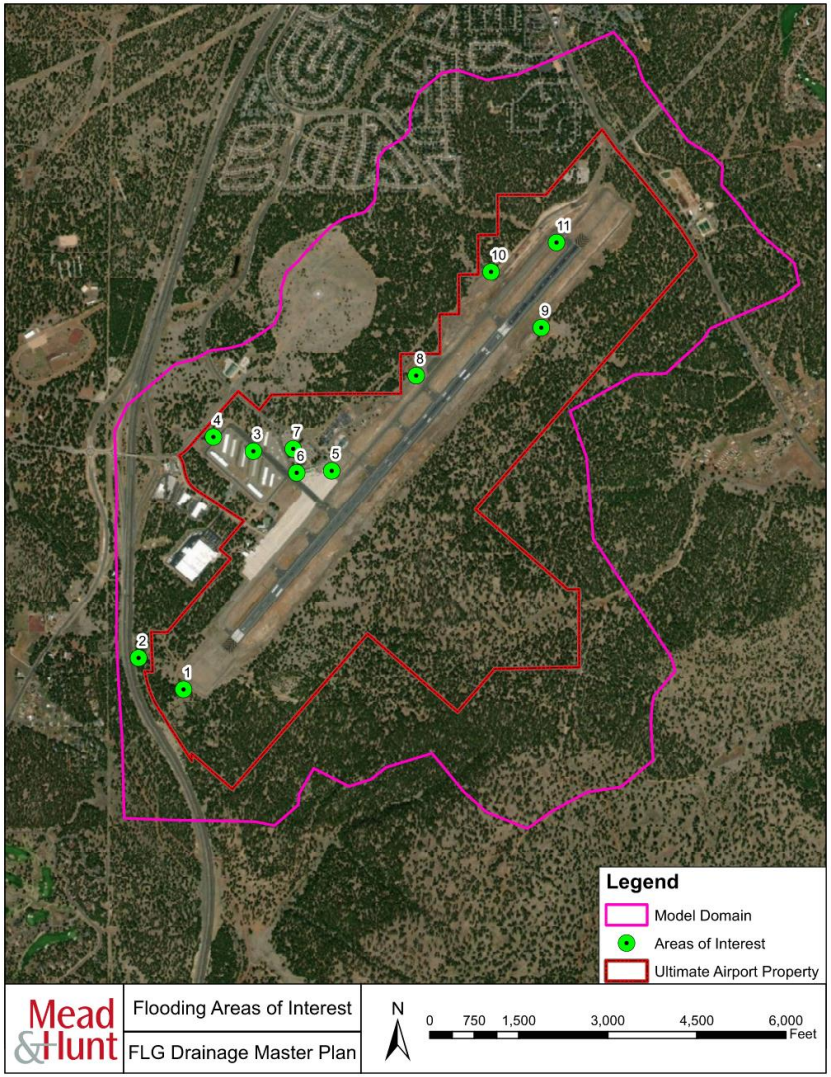


Flood Depth Overview Map – 50-year and 100-year Storms



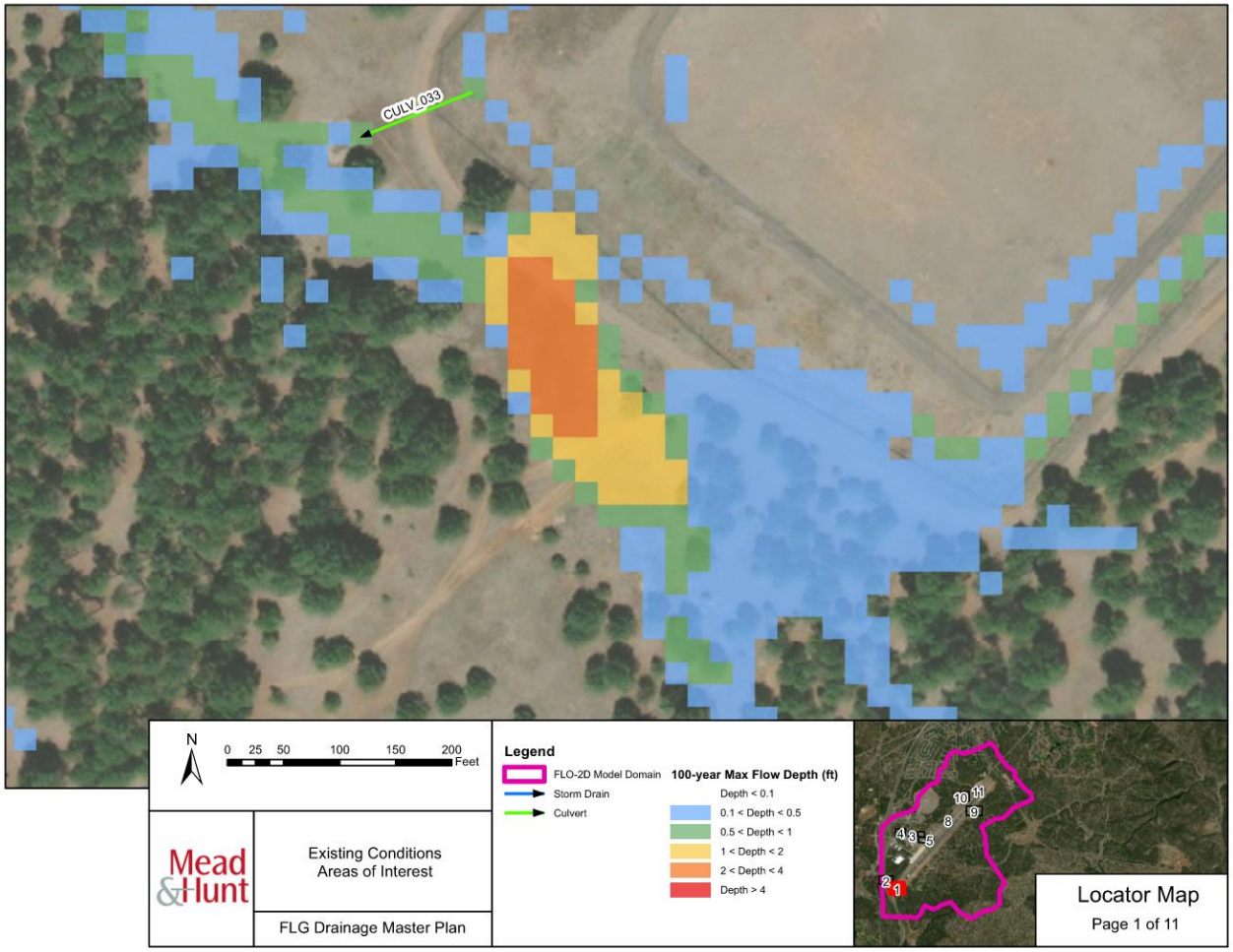


Flooding Areas of Interest



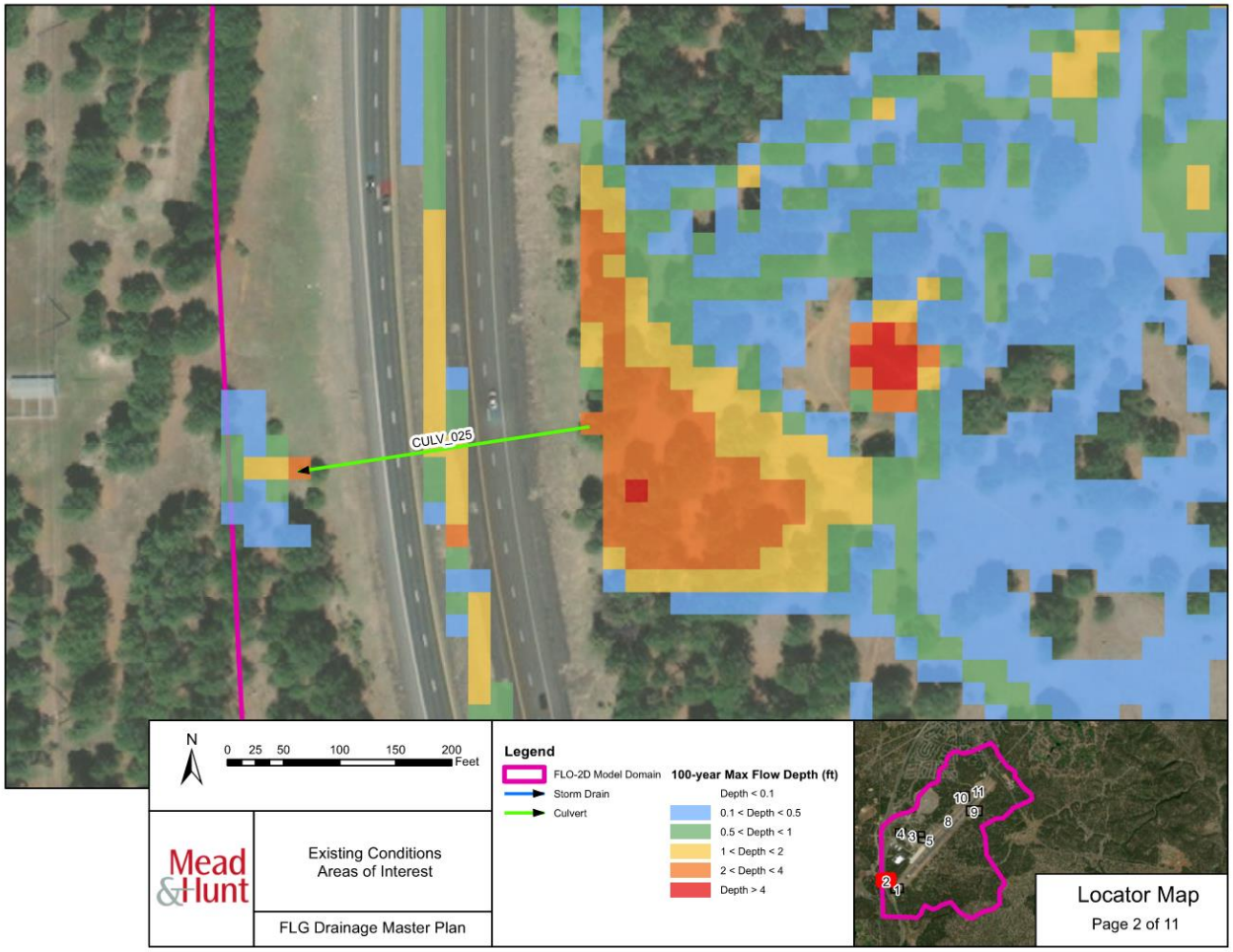
Area 1 – 100-year Flooding

- Location:
  - At the bottom of the embankment southwest of the runway
- Max Ponding Depth:
  - 3.08’
- Concern:
  - Ponding may impact future slope stability.



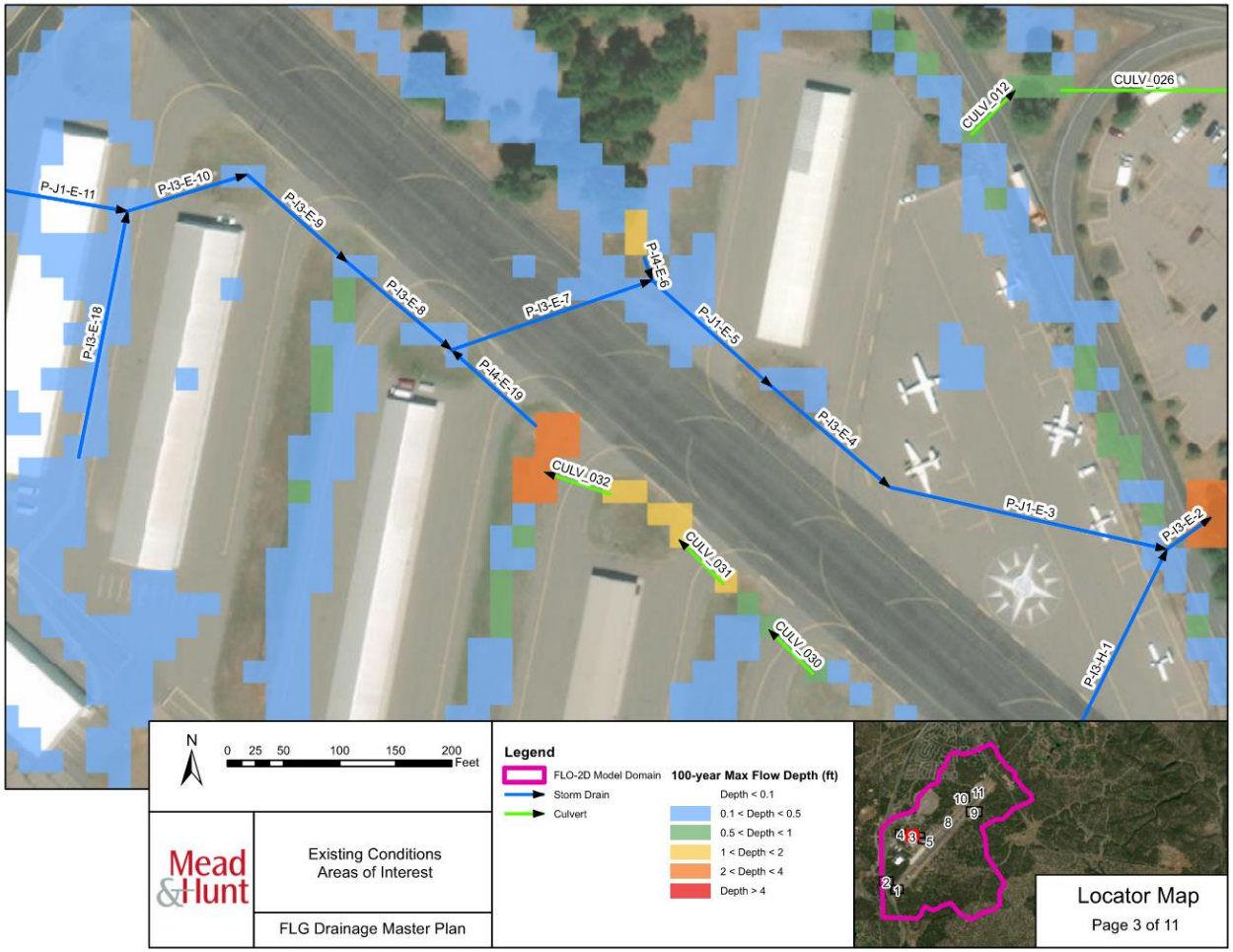
Area 2 – 100-year Flooding

- Location:
  - West of the southern end of the Airfield, upstream of the culvert running under Highway 17.
- Max Ponding Depth:
  - 4.20’
- Concern:
  - A low point east of the culvert traps stormwater and does not drain to the culvert. Potential wildlife attractant.



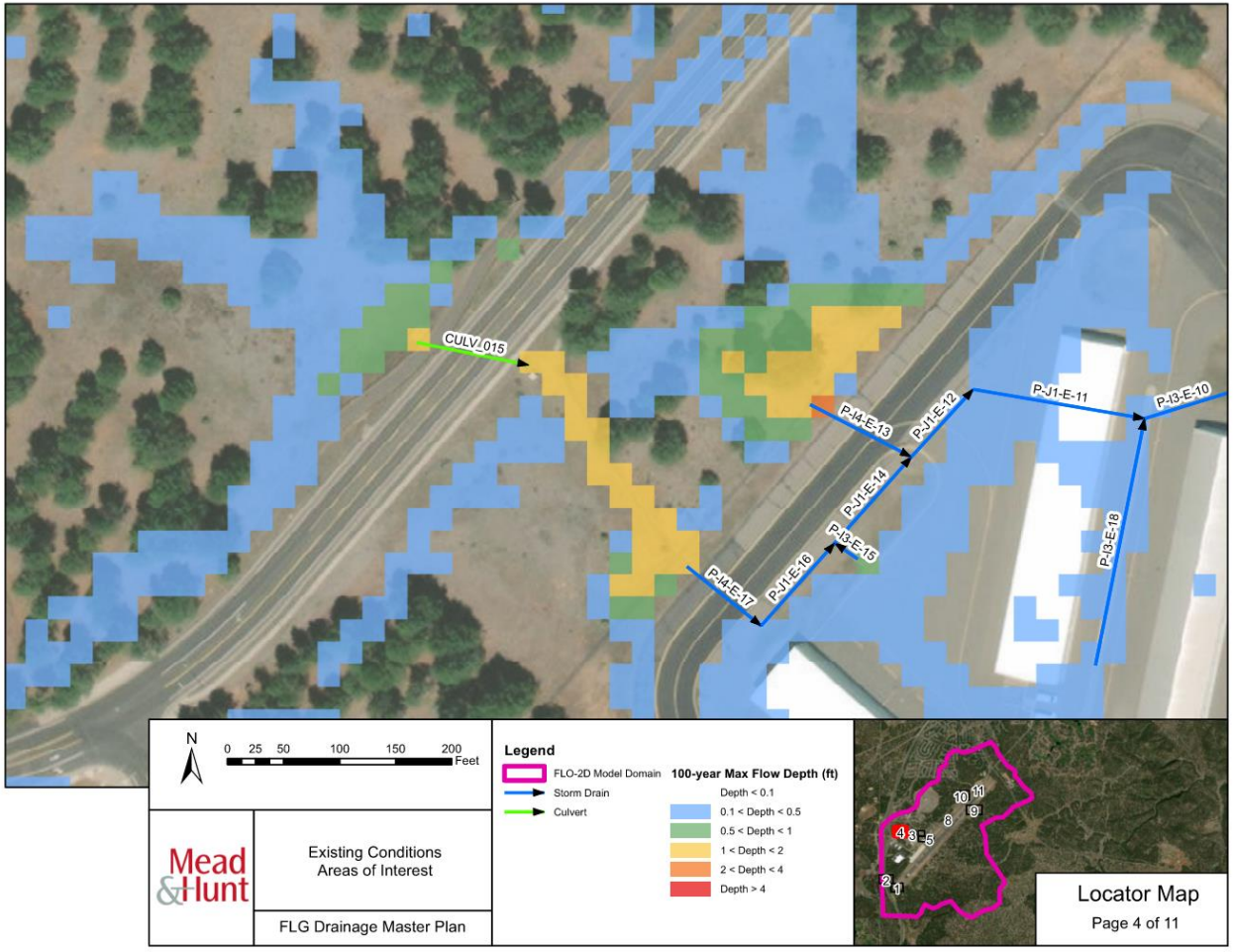
Area 3 – 100-year Flooding

- Location:
  - The infield west of Taxiway W.
- Max Ponding Depth:
  - 2.55’
- Concern
  - This may cause spillover onto the pavement and impacts to Airport operations.



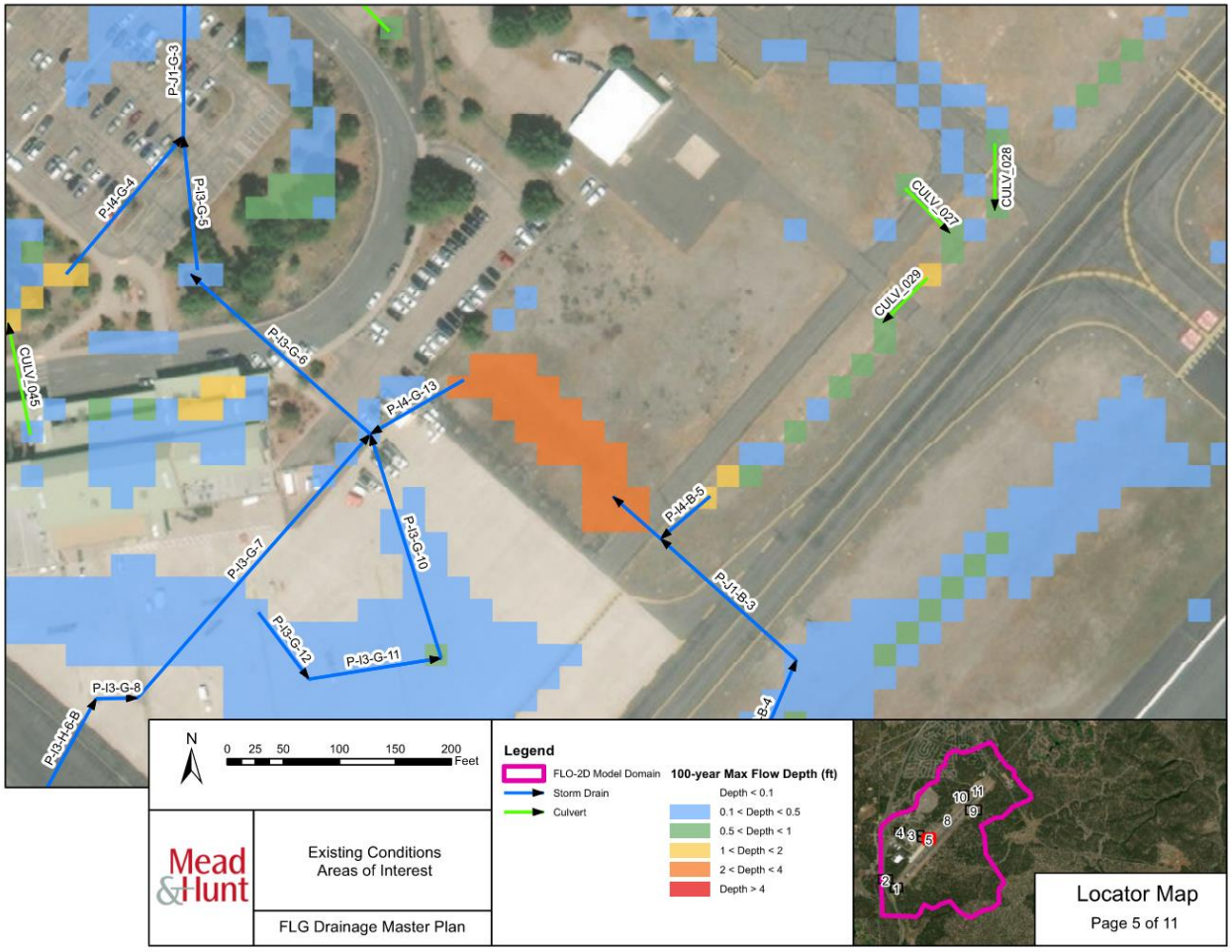
Area 4 – 100-year Flooding

- Location:
  - Upstream of the storm drain inlets capturing runoff from J.W. Powell Boulevard west of Taxiway W.
- Max Ponding Depth:
  - 2.34’
- Concern:
  - Has potential to be a wildlife attractant or spill onto Taxiway W if the pipe inlets become clogged with debris.



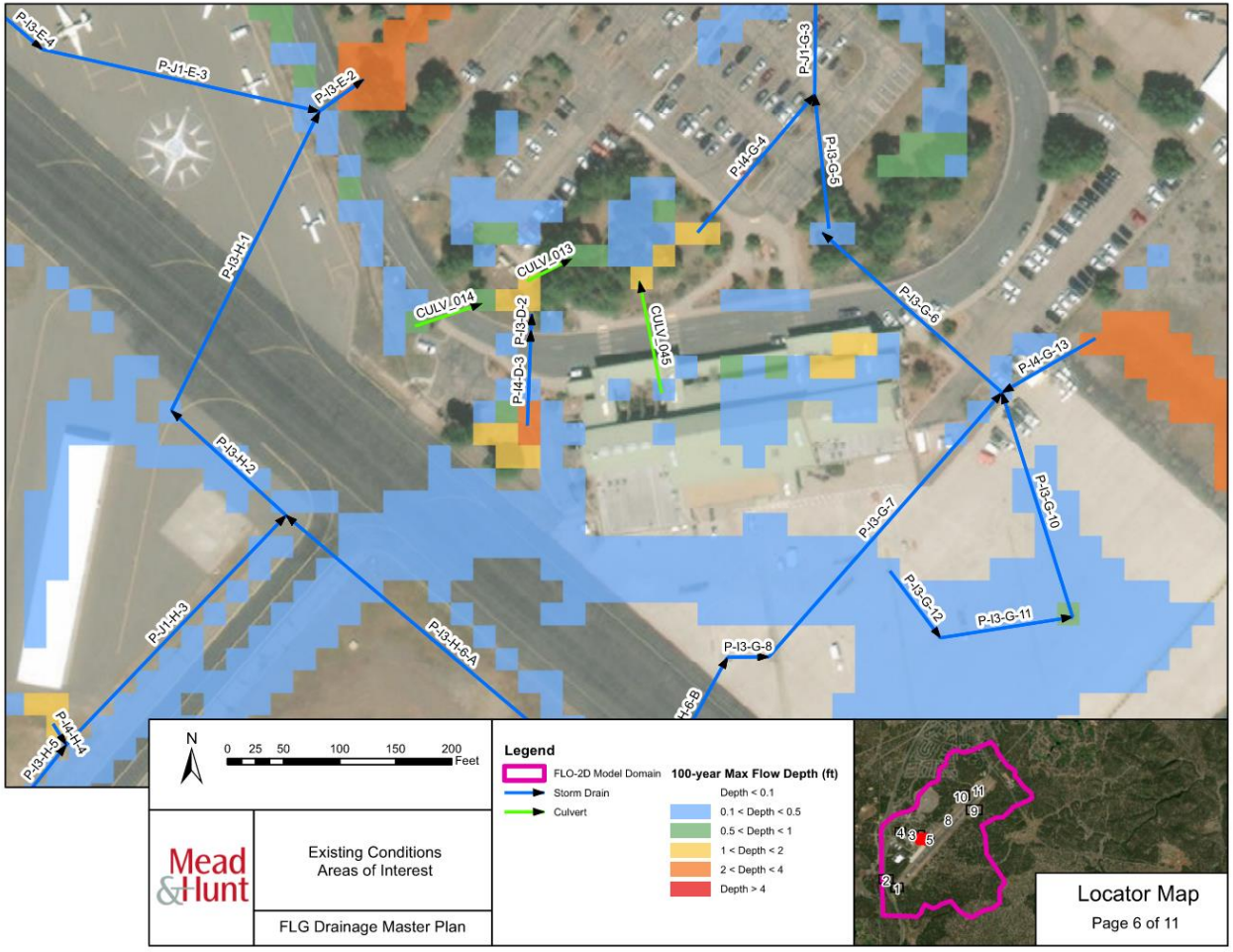
Area 5 – 100-year Flooding

- Location:
  - Within the retention basin east of the Airport Terminal Building.
- Max Ponding Depth:
  - 3.55’
- Concern:
  - The inlet pipes draining from the Airfield into this basin are relatively flat, so ponding in this basin could lead to backups onto the Airfield. Additionally, this ponding could serve as a wildlife attractant next to the runway.



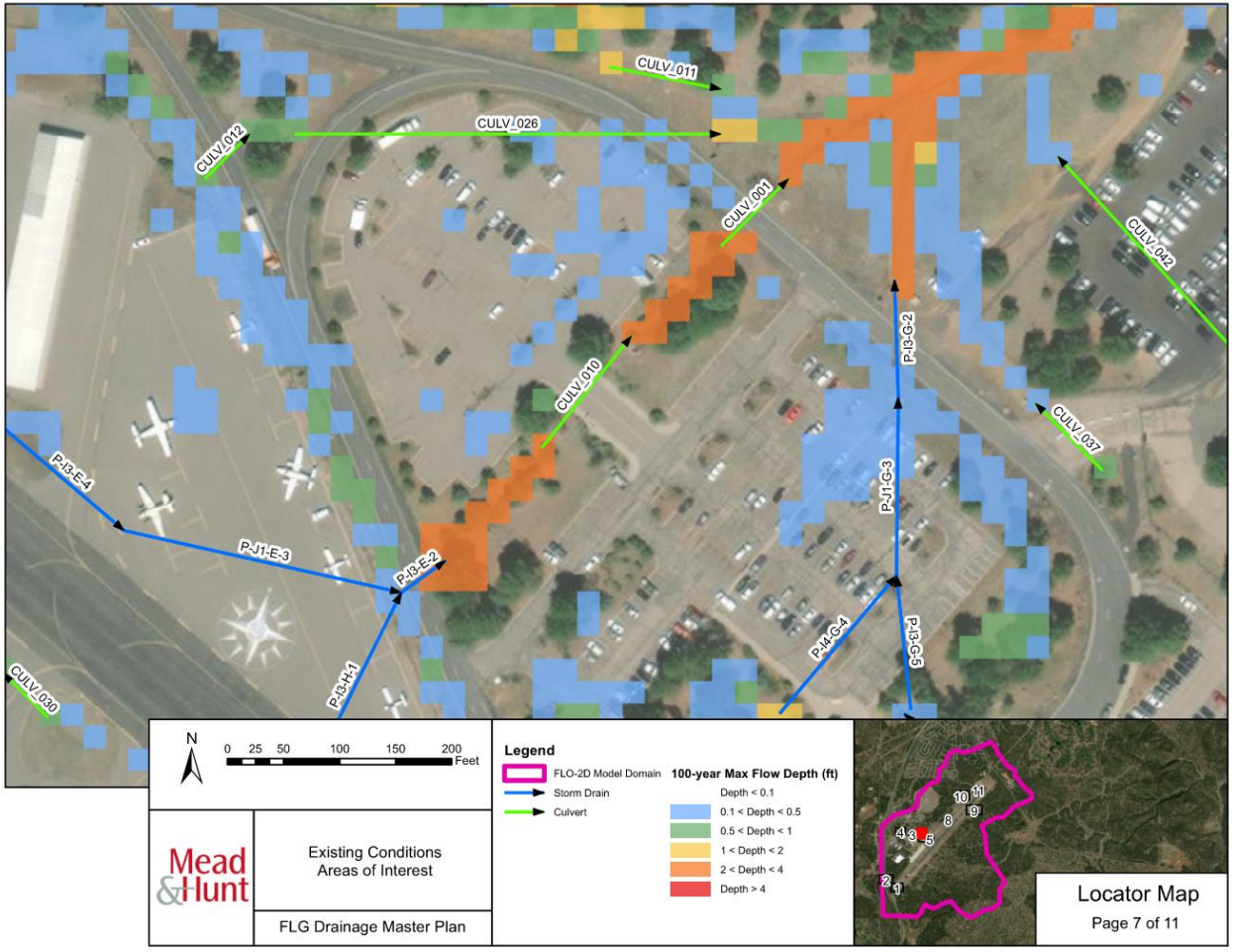
Area 6 – 100-year Flooding

- Location:
  - Storm drain inlet west of the Terminal Building and south of Pulliam Drive.
- Max Ponding Depth:
  - 2.74’
- Concern:
  - This could lead to spillover onto Pulliam Drive.



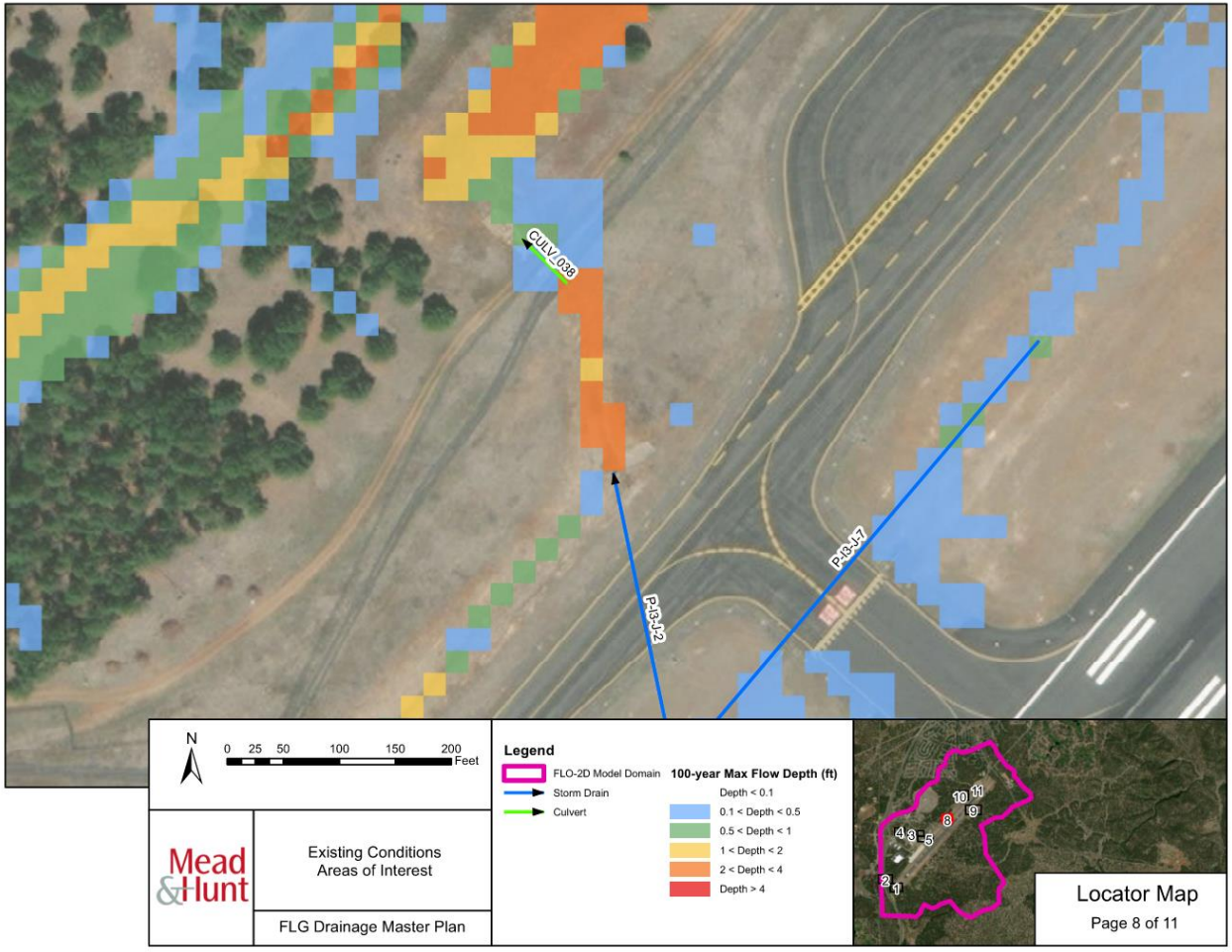
Area 7 – 100-year Flooding

- Location:
  - Within the parking lot infield north of the Terminal Building.
- Max Ponding Depth:
  - 3.87’
- Concern:
  - These infield flowpaths are relatively flat and may spill onto the parking lot in the event of culvert clogging.



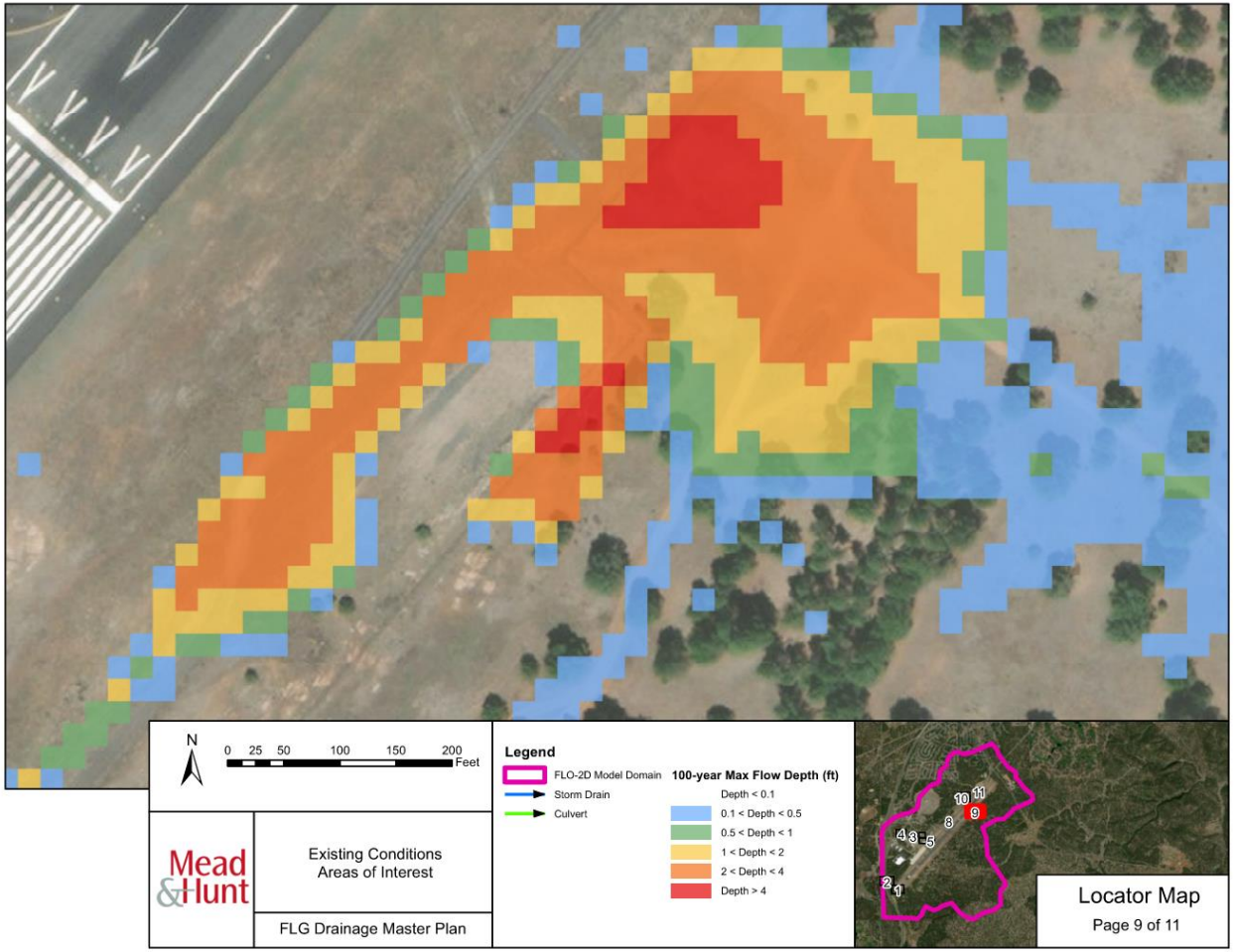
Area 8 – 100-year Flooding

- Location:
  - West of Taxiway A3, upstream of the culvert underneath the access roadway draining to the existing detention basin to the west.
- Max Ponding Depth:
  - 3.52’
- Concern:
  - This could indicate inadequate culvert capacity leading to roadway overtopping.



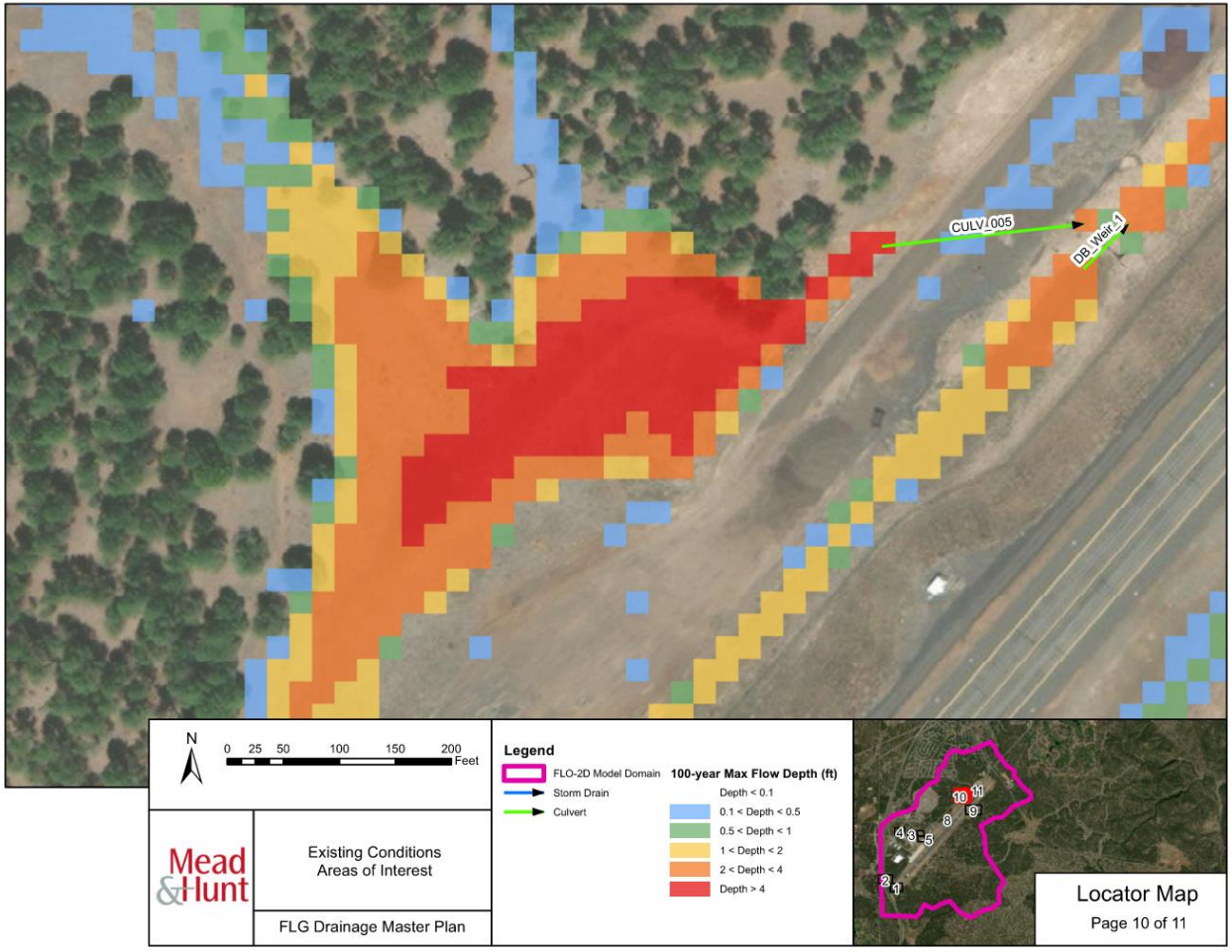
Area 9 – 100-year Flooding

- Location:
  - A low point approximately 500 feet east of Taxiway A2.
- Max Ponding Depth:
  - 4.84’
- Concern:
  - This could serve as a wildlife attractant or lead to embankment stability concerns over time and could benefit from grading modifications to facilitate proper drainage.



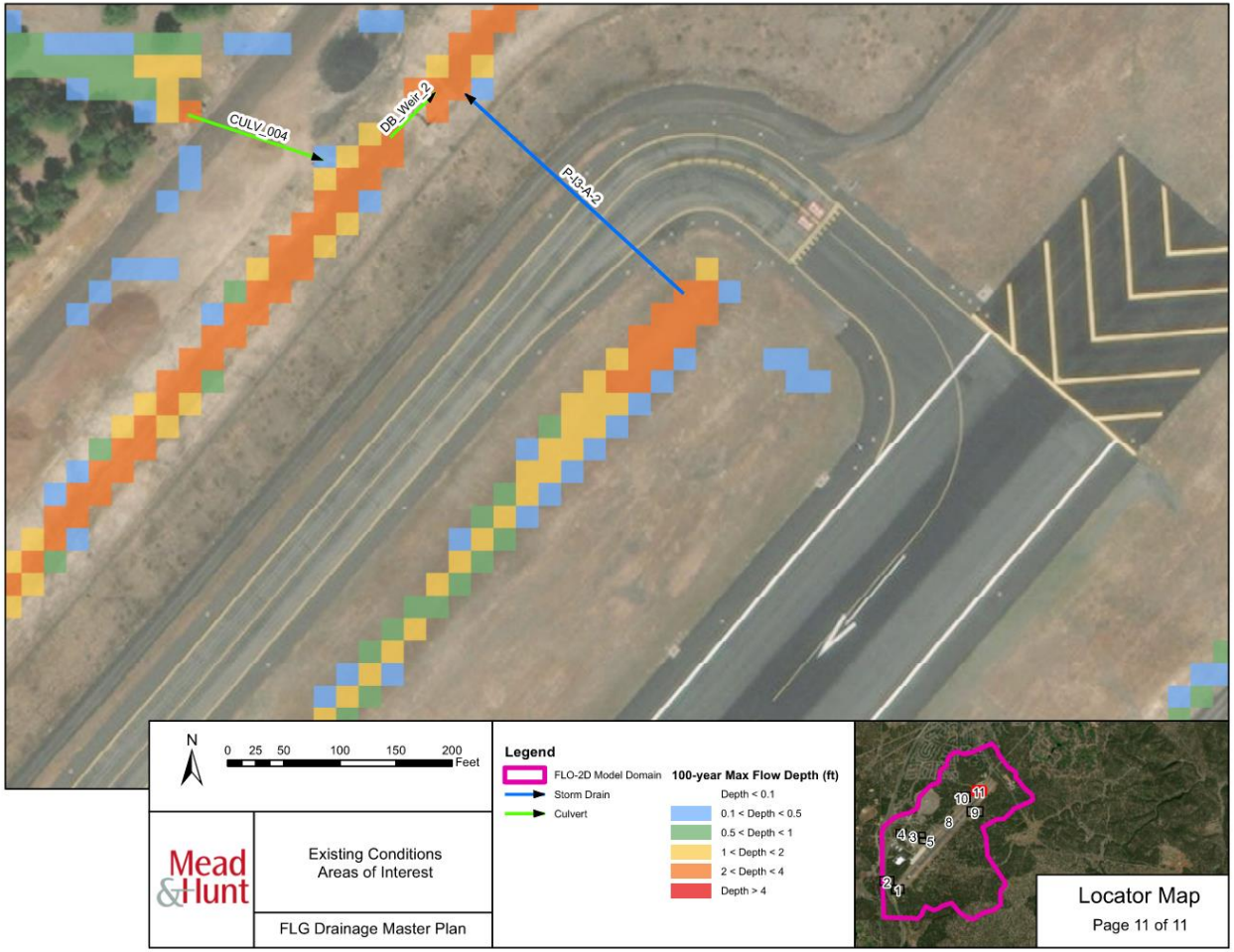
Area 10 – 100-year Flooding

- Location:
  - Upstream of the culvert feeding into Bow and Arrow Wash approximately 700 feet north of Taxiway A2.
- Max Ponding Depth:
  - 7.27’
- Concern:
  - This could lead to overtopping of the perimeter road.



Area 11 – 100-year Flooding

- Location:
  - In the infield south of Taxiway A1.
- Max Ponding Depth:
  - 3.83’
- Concern:
  - This could pose a wildlife hazard or lead, cause ponding on the Airfield pavement, or lead to slope stability issues.



Next Steps for Airport Drainage Master Plan

- Proposed Conditions Airport Drainage Assessment
  - Short-term airport improvements (0-5 years)
  - Intermediate and Long-term airport improvements (6-20 years)
- Develop Proposed Airport Drainage Improvements
  - Concept-level recommended alternatives with cost estimates to address existing flooding concerns and impacts of short-term projects
  - High-level recommendations to address impacts of intermediate and long-range projects
- Final Airport Drainage Master Plan

Thank you.