

CITY COUNCIL REGULAR MEETING AGENDA
A M E N D E D

REGULAR COUNCIL MEETING
TUESDAY
MARCH 18, 2025

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

All City Council Meetings are live streamed on the city's YouTube page
(<https://www.youtube.com/@FlagstaffCityGovernment>)

*****PUBLIC COMMENT*****

Verbal public comments not related to items appearing on the posted agenda may be provided during the "Open Call to the Public" at the beginning and end of the meeting and may only be provided in person.

Verbal public comments related to items appearing on the posted agenda may be given in person or online and will be taken at the time the item is discussed.

To provide online verbal comment on an item that appears on the posted agenda, use the link below.

[ONLINE VERBAL PUBLIC COMMENT](#)

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented in 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 discussion and consultation 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 DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA

COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

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. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

- A. **Consideration and Approval of Minutes:** City Council Regular Meeting of May 21, 2019, Combined Special Meeting/Work Session of February 11, 2020, Work Session of February 25, 2020, Work Session of March 10, 2020, Special Meeting of June 23, 2020, Work Session of November 20, 2020, Work Session of December 12, 2023, Regular Meeting of January 16, 2024, Special Meeting of November 22, 2024, Regular Meeting of December 17, 2024, Regular Meeting of January 7, 2025, Work Session of January 14, 2025, Regular Meeting of January 21, 2025, Work Session of January 28, 2025, Orientation Retreat of January 30, 2025, Budget Retreat of January 31, 2025, Work Session of February 11, 2025, and Work Session of February 25, 2025.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of May 21, 2019, Combined Special Meeting/Work Session of February 11, 2020, Work Session of February 25, 2020, Work Session of March 10, 2020, Special Meeting of June 23, 2020, Work Session of November 20, 2020, Work Session of December 12, 2023, Regular Meeting of January 16, 2024, Special Meeting of November 22, 2024, Regular Meeting of December 17, 2024, Regular Meeting of January 7, 2025, Work Session of January 14, 2025, Regular Meeting of January 21, 2025, Work Session of January 28, 2025, Orientation Retreat of January 30, 2025, Budget Retreat of January 31, 2025, Work Session of February 11, 2025, and Work Session of February 25, 2025.

5. OPEN CALL TO THE PUBLIC

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

6. COUNCIL LIAISON REPORTS

7. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

STAFF RECOMMENDED ACTION:

1. Open the Public Hearing
2. Staff Presentation
3. Council Questions
4. Public Comment
5. Close Public Hearing
6. Council Deliberation and Action

The City Council has the option to:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

- A. **Consideration and Action on Liquor License Application:** Chad Michael Cook, "YLEM Distilling "1605 N Main St, Series 18 (Craft Distiller), New Application

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

8. **CONSENT AGENDA**

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

- A. **Consideration of Appointments:** Magistrate and On-Call Magistrates for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the re-appointments of Honorable Michael Araujo, Honorable Hector Figueroa, and Honorable Andrew Moore and the appointment of two additional On-Call Magistrates Robert Brown and Wayne Nelson to the Flagstaff Municipal Court.

- B. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Courtesy Chevrolet in the amount of \$73,998.42 for the purchase of (1) 2024 Chevrolet 5500 Crew Cab 4x4 Cab/Chassis for Stormwater Maintenance.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of (1) 2024 Chevrolet 5500 Crew Cab 4x4 Cab/Chassis from Courtesy Chevrolet.
2. Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Courtesy Chevrolet in the amount of \$70,225.06, for the purchase of (1) Chevrolet Silverado 3WT (work truck) Electric Vehicle truck.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of (1) 2024 Chevrolet Silverado 3WT (work truck) full electric pickup from Courtesy Chevrolet.
2. Authorize the City Manager to execute the necessary documents.

- D. **Consideration and Approval of Contract:** Contract for the purchase of up to (6) Toyota Rav 4 Prime Plug-In Hybrid Electric Vehicles (PHEV) in an amount not to exceed \$318,718.02 (\$53,119.67 per unit).

STAFF RECOMMENDED ACTION:

1. Approve Contract with Findlay Toyota of Flagstaff for the purchase of up to (6) Toyota Rav 4 Prime PHEV SUV's for an amount not to exceed \$318,718.02 for use by the Library, Code Compliance, Fleet Services (Pool Vehicle), and Building Inspections programs.
2. Authorize the City Manager to execute the necessary documents.

- E. **Consideration and Approval of Contract:** Robert Cohen Co., LLC, a New Mexico Limited Liability Company, doing business as, Sport Surfaces Distributing, Inc. in the amount of \$239,499.48 for the second phase of the floor replacement at Jay Lively Activity Center.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of \$239,499.48 with Robert Cohen Co., LLC, a New Mexico Limited Liability Company, doing business as, Sports Surfaces Distributing, Inc. for the second phase of the floor replacement at Jay Lively Activity Center; and
2. Authorize the City Manager to execute the necessary documents.

- F. **Consideration and Approval of Contract:** Approve the Contract for Purchase of Materials/Services with Corporate Technology Solutions, LLC, in an amount not to exceed \$170,000 for the purchase of audio and video equipment for three conference meeting spaces.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Purchase of Materials/Services with Corporate Technology Solutions, LLC (CTS) to provide audio and video upgrades to the Aquaplex meeting space, Business Accelerator Policy Room, and Business Accelerator Large Conference Room, in the amount not to exceed \$170,000; and
2. Authorize the City Manager to execute all necessary documents.

- G. **Consideration and Approval of Contract:** Amendment No. 1 to the Professional Services Contract with Brown and Caldwell for an increase in compensation of \$63,073 for the Lake Mary Treatment Plan Basin Design.

STAFF RECOMMENDED ACTION:

1. Approve Amendment No. 1 to the Professional Services Contract with Brown and Caldwell for an increase in compensation of \$63,073 for the Lake Mary Treatment Plan Basin Design; and
2. Authorize the City Manager to execute all necessary documents.

- H. **Council Confirmation of Direction:** Council met in executive session on March 18, 2025 to consult with and give instructions and direction to its legal counsel regarding litigation.

STAFF RECOMMENDED ACTION:

Direct staff to follow City Council instruction and direction given in executive session

9. **ROUTINE ITEMS**

- A. **Consideration and Approval of Audited Financial Reports:** Year ending June 30, 2024

STAFF RECOMMENDED ACTION:

Approve the FY 2023-2024 Annual Comprehensive Financial Report and the FY 2023-2024 Single Audit Report

- B. **Consideration and Adoption of Resolution No. 2025-10 and Ordinance No. 2025-04:** An ordinance to revise the Stormwater Management Design Manual to comply with current standards, definitions, and engineering design by adopting the 2025 Stormwater Management Design Manual.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2025-10
2. Read Ordinance No. 2025-04 by title only for the final time
3. City Clerk reads Ordinance No. 2025-04 by title only (if approved above)
4. Adopt Ordinance No. 2025-04

- C. **Consideration and Approval of Contract:** Award the Design-Build Services Agreement for the Montalvo Science, Technology, Engineering and Mathematics (STEM) Education Community Center to Loven Contracting, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the Design Build contract to Loven Contracting, Inc. for the construction of the Montalvo Science, Technology, Engineering and Mathematics (STEM) Education Community Center in an amount not to exceed \$3,100,000; and
2. Authorize the City Manager to execute the necessary documents.

10. **REGULAR AGENDA**

- A. **Approval of materials for Washington DC Lobbying Trip**

STAFF RECOMMENDED ACTION:

Consideration and Approval of materials for the Washington DC Lobbying Trip

- B. **Consideration and Adoption of Resolution No. 2025-11:** A resolution of the Flagstaff City Council, authorizing the submission of an application to the State of Arizona for the Arizona State Match Advantage for Rural Transportation (AZ SMART) fund for the Butler Avenue and Fourth Street Safety and Multimodal Improvements Project and authorizing acceptance of award.
STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-11 by title only
2. City Clerk read Resolution No. 2025 by title only, if approved above
3. Adopt Resolution No. 2025-11

- C. **Consideration and Approval of Rental Incentive Bond Program Awards**

STAFF RECOMMENDED ACTION:

Staff requests City Council's approval of two Rental Incentive Bond Program Awards totaling \$1,670,000, resulting in a total of 62 affordable rental units, as recommended by the Housing Commission.

- D. **Consideration and Adoption of Resolution No. 2025-12:** A resolution of the Flagstaff City Council, accepting the transfer of the Williams Housing Authority Housing Choice Voucher Program

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-12 by title only
2. City Clerk reads Resolution No. 2025-12 by title only (if approved above)
3. Adopt Resolution No. 2025-12

11. **OPEN CALL TO THE PUBLIC**

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

13. **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 _____, 2025.

Stacy Saltzburg, MMC, City Clerk

THE CITY OF FLAGSTAFF ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (928) 213-2076 or email at stacy.saltzburg@flagstaffaz.gov to request an accommodation to participate in this public meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Flagstaff makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Flagstaff City Council meetings are live-streamed and recorded and may be viewed on the City of Flagstaff's website. If you permit your child to attend/participate in a televised Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Stacy Saltzburg, City Clerk
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Minutes: City Council Regular Meeting of May 21, 2019, Combined Special Meeting/Work Session of February 11, 2020, Work Session of February 25, 2020, Work Session of March 10, 2020, Special Meeting of June 23, 2020, Work Session of November 20, 2020, Work Session of December 12, 2023, Regular Meeting of January 16, 2024, Special Meeting of November 22, 2024, Regular Meeting of December 17, 2024, Regular Meeting of January 7, 2025, Work Session of January 14, 2025, Regular Meeting of January 21, 2025, Work Session of January 28, 2025, Orientation Retreat of January 30, 2025, Budget Retreat of January 31, 2025, Work Session of February 11, 2025, and Work Session of February 25, 2025.

STAFF RECOMMENDED ACTION:

Approve the minutes of the City Council Regular Meeting of May 21, 2019, Combined Special Meeting/Work Session of February 11, 2020, Work Session of February 25, 2020, Work Session of March 10, 2020, Special Meeting of June 23, 2020, Work Session of November 20, 2020, Work Session of December 12, 2023, Regular Meeting of January 16, 2024, Special Meeting of November 22, 2024, Regular Meeting of December 17, 2024, Regular Meeting of January 7, 2025, Work Session of January 14, 2025, Regular Meeting of January 21, 2025, Work Session of January 28, 2025, Orientation Retreat of January 30, 2025, Budget Retreat of January 31, 2025, Work Session of February 11, 2025, and Work Session of February 25, 2025.

Executive Summary:

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

Financial Impact:

None

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

Council could choose to not approve the minutes.

Connection to PBB Priorities and Objectives:

High Performing Governance: Serve the public by providing high quality customer service

Connection to Regional Plan:

None

Connection to Carbon Neutrality Plan:

None

Connection to 10-Year Housing Plan:

None

Attachments: 05.21.2019 CCRM
 02.11.2020 CCSMWS
 02.25.2020 CCWS
 03.10.2020 CCWS
 06.23.2020 CCSM
 11.24.2020 CCWS
 12.12.2023 CCWS
 01.16.2024 CCRM
 11.22.2024.CCSM
 12.17.2024 CCRM
 01.07.2025 CCRM
 01.14.2025 CCWS
 01.21.2025 CCRM
 01.28.2025 CCWS
 01.30.2025 CCR
 01.31.2025 CCBR
 02.11.2025 CCWS
 02.25.2025 CCWS

MINUTES

1. CALL TO ORDER

Vice Mayor Shimoni called the meeting of the Flagstaff City Council held June 4, 2019, to order at 4:31 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:

ABSENT:

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

MAYOR EVANS

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

3. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

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

MISSION STATEMENT

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

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.

Public Works Director Andy Bertelsen addressed Council about National Public Works week and invited them to an event at the Public Works facility to honor all Public Works employees.

5. APPOINTMENTS

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

A. Consideration of Appointments: Board of Adjustment.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jamie Whelan to appoint Richard Becher to a term expiring May 2022.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to appoint Michael Baker to a term expiring May 2021.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to appoint Patricia Loven to a term expiring May 2021.

Vote: 6 - 0 - Unanimously

6. ROUTINE ITEMS

A. Consideration and Approval of Contract: City Court Facility Project - Award of Amendment #2 to the Design-Build Services Agreement 2018-63. This amendment contains the Guaranteed Maximum Price (GMP) #2 agreement for completion of construction.

Senior Project Manager Christine Cameron provided a PowerPoint presentation that covered the following:

GENERAL PROJECT INFORMATION
PROJECT BUDGET
PROJECT SCHEDULE
AMENDMENT #3, GMP#2

Moved by Councilmember Jamie Whelan, **seconded by** Councilmember Charlie Odegaard to award the Design-Build Services Amendment GMP #2 to Kinney Construction Services, Inc. of Flagstaff Arizona in an amount not to exceed \$15,557,094 with a 329 calendar-day contract period and authorize the City Manager to execute the necessary documents

Vote: 6 - 0 - Unanimously

B. Consideration and Approval of Contract: Annual Street Maintenance Chip Seal Program 2019

Streets Section Director Andy Bertelsen addressed Council and stated that 317 out of 700 miles of road had been chip-sealed thus far. He provided a PowerPoint presentation that covered the following:

PROGRAM OVERVIEW
HURF and RRSS
OCI

2019 PROGRAM COST

Councilmember Salas asked if the financial obligation for the design consultant was budgeted to which Mr. Bertelsen answered yes.

Vice Mayor Shimoni asked if the program was addressing only chip seal or work on infrastructure. He also inquired if the chip sealing works with the existing sidewalks. Mr. Bertelsen stated that it was a mixture of both and that street overlays worked in tandem with sidewalks.

Moved by Councilmember Charlie Odegaard, seconded by Councilmember Regina Salas to approve the Annual Street Maintenance Chip Seal Program 2019 and execute a Construction Manager at Risk (CMAR) Contract with C and E Paving & Grading, LLC for a Guaranteed Maximum Price (GMP) of \$2,033,450.55 and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

- C. **Consideration and Adoption of Ordinance No. 2019-10:** An ordinance amending the Employee Handbook of regulations relating to General Definitions, Grievance Procedures, Employee Advisory Committee, Performance Evaluation System, Purchase Day Program, and Use of City Vehicles.

Moved by Councilmember Jamie Whelan, seconded by Councilmember Jim McCarthy to adopt Ordinance No. 2019-10.

Vote: 6 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, CHAPTER 1-14, PERSONNEL SYSTEM, BY AMENDING THE EMPLOYEE HANDBOOK OF REGULATIONS RELATING TO GENERAL DEFINITIONS; GRIEVANCE PROCEDURE; EMPLOYEE ADVISORY COMMITTEE; PERFORMANCE EVALUATION SYSTEM; PURCHASE DAY PROGRAM; AND USE OF CITY VEHICLES PROVIDING FOR PENALTIES; REPEAL OF CONFLICTING ORDINANCES; SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jamie Whelan, seconded by Councilmember Jim McCarthy to read Ordinance No. 2019-10 by title only for the final time.

Vote: 6 - 0 - Unanimously

- D. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with The Public Restroom Company for the Buffalo Park restrooms.

Parks Manager Amy Hagin provided a PowerPoint presentation that covered the following:

MAP, HISTORY, AND RENDERING
VICINITY MAP
HISTORY
RENDERING

Councilmember Whelan stated that she would be bringing forward a FAIR to discuss allowing compostable toilets in Flagstaff. She also asked if the facilities were ADA compliant. Ms. Hagin stated that there were three ADA compliant permanent toilets.

Council expressed appreciation for the project.

Moved by Councilmember Regina Salas, seconded by Councilmember Jamie Whelan to approve the cooperative purchase contract in the amount of \$202,506.00 with The Public Restroom Company to purchase and install a turnkey restroom at Buffalo Park through the BuyBoard

Cooperative Purchasing Agreement 2019-115 and authorize the City Manager to execute the necessary documents

Vote: 6 - 0 - Unanimously

- E. **Consideration and Approval of Contract:** Sole Source License and Hosting Agreement with Resource Exploration, LLC in the amount not to exceed \$165,000 for consulting and software service for the implementation of Priority Based Budgeting.

Management Service Director Rick Tadder and Deputy City Manager Shane Dille along with Chris Fabian of Resource X addressed Council regarding the implementation of Priority Based Budgeting. They explained that with limited budgets to address Council concerns, the use of priority based budgeting could provided for data driven decision making. Priority-based budgeting would also help with transparency of the budget process.

Council expressed hesitation and concern about implementing the program without the new City Manager in place and discussed a possible postponement of the project until then. While they agreed to move forward with the contract, Council requested a work session on how the project would be implemented.

Moved by Councilmember Austin Aslan, seconded by Councilmember Charlie Odegaard to approve the Sole Source License and Hosting Agreement with Resource Exploration, LLC for Priority Based Budgeting for an amount not to exceed \$165,000.00 and authorize the City Manager to execute the necessary documents.

Vote: 6 - 0 - Unanimously

- F. **Consideration and Approval of a Contract:** Material Testing Professional Services

Item held over for the 6:00 p.m. portion of the meeting.

- G. **Amendment to Contract No. 2019-03:** Amend Contract 2019-03 between the City of Flagstaff and Housing Solutions of Northern Arizona for the City of Flagstaff Employer Assisted Housing (COF-EAH) program to clarify employee eligibility criteria.

Item held over for the 6:00 p.m. portion of the meeting.

RECESS

The 4:30 p.m. portion of the May 21, 2019, Regular Council Meeting recessed at 5:50 p.m.

6:00 P.M. MEETING

RECONVENE

Mayor Evans reconvened the Regular Meeting of May 21, 2019, at 6:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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7. Roll Call

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

PRESENT:

MAYOR EVANS
 VICE MAYOR SHIMONI
 COUNCILMEMBER ASLAN
 COUNCILMEMBER MCCARTHY (arrived at 6:03 p.m.)
 COUNCILMEMBER ODEGAARD
 COUNCILMEMBER SALAS
 COUNCILMEMBER WHELAN

ABSENT:

Others present: Deputy City Manager Kevin Treadway; City Attorney Sterling Solomon.

8. **PLEDGE OF ALLEGIANCE**

The Council and audience recited the pledge of allegiance.

9. **PUBLIC PARTICIPATION**

None

10. **CARRY OVER ITEMS FROM THE 4:30 P.M. AGENDA**F. **Consideration and Approval of a Contract: Material Testing Professional Services**

Capital Project Manager Randy Groth explained the request and noted that the annual renewals were contingent on a successful performance review.

Councilmember Whelan asked what estimated annual meant. Mr. Groth stated that since staff did not know the amount of testing that would be required each year, the total contract amount was an estimate. The actual cost would be based on how many tests were performed each year.

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jim McCarthy to approve the Professional Services Contract with ATL, Inc. dba CMT Engineering Laboratories for an estimated annual amount of \$220,500.00 and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

G. **Amendment to Contract No. 2019-03: Amend Contract 2019-03 between the City of Flagstaff and Housing Solutions of Northern Arizona for the City of Flagstaff Employer Assisted Housing (COF-EAH) program to clarify employee eligibility criteria.**

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

CONTRACT AMENDMENT TO COF-EAH
 EMPLOYER ASSISTED HOUSING
 PROGRAM UPDATE
 SIMPLE TERMS
 NEXT STEP

Councilmember Whelan asked about the long term sustainability of the program. Ms. Bloom explained that the loan could be payable if the employee left employment with the city before the 10-year contract. The city would need to continue to add funding to the program to sustain. Councilmember Whelan indicated that she did not see the program as an employee retention benefit and she would like to explore other options.

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Jim McCarthy Approve the recommended contract amendment to clarify employee eligibility criteria for the City of Flagstaff Employer Assisted Housing (COF-EAH) program.

Vote: 7 - 0 - Unanimously

11. PUBLIC HEARING ITEMS

A. Public Hearing, Consideration and Possible Adoption of Ordinance No. 2019-014:

Canyon del Rio Investors, LLC requests a Concept Zoning Map Amendment of approximately 83.88 acres at 3200 East Butler Avenue from the RD, Research and Development Zone, to MR, Medium Density Residential Zone (27.9 acres), HR, High Density Residential Zone (30.0 acres), and HC, Highway Commercial Zone (25.9 acres). The area proposed for the Concept Zoning Map Amendment is a portion of a 262-acre development known as Canyon del Rio. (Canyon del Rio Investors, LLC Concept Zoning Map Amendment request for property located at 3200 East Butler Avenue.)

Mayor Evans opened the public hearing.

Planning Development Manager Neil Gullickson provided a PowerPoint presentation that covered the following:

SCHEDULE
MAP
PROPOSED ZONING MAP
FINDINGS
OFFSITE IMPROVEMENTS MAP
OTHER CITY PROJECTS IN THE AREA
PROPORTIONAL ROADWAY IMPROVEMENTS
UTILITY IMPROVEMENTS
RECOMMENDATION

Brian Rhoton from Capstone Homes addressed Council and discussed the following points:

- History of Canyon del Rio
- The purchase of the property at auction
- Impactful state legislation
- The settlement agreement
- An overview of the parcels requested for rezoning

Mr. Rhoton also highlighted elements of the project:

- The commercial alignment
- High density residential that included 672 family-style apartments, duplex and single family homes
- The potential for church or school on the property
- Open space elements
- Energy efficiency and innovative building that included net zero energy rating for family housing.
- Various infrastructure improvements
- Tax and fee income benefits

Councilmember McCarthy asked about the height of the buildings. Mr. Rhoton explained that the zoning request was 65 feet however due to construction costs he anticipated three-story buildings.

Councilmember Odegaard asked when the infrastructure would be installed. Mr. Rhoton stated that it would be market dependent but about five to ten years.

Councilmember Odegaard then asked if the multi-family units would be traditional units or focused

more toward students. Mr. Rhoton explained that the units would be traditional and acknowledged that student housing was focused closer to NAU and that the Canyon del Rio location was not a great place for student housing.

Vice Mayor Shimoni asked about the affordable housing and how the location was chosen. Mr. Rhoton indicated that it was established in 2012 and was part of the settlement agreement. There were no incentives to Canyon del Rio directly but that there were incentives to developers to develop affordable housing that was dispersed throughout the community.

Mayor Evans asked how many affordable housing units would be provided to which Mr. Rhoton stated 80 units.

Concerns were expressed about not being able to meet the minimum density with three story buildings and the need to come back for an amendment to go to four stories. There was also discussion about the commercial space and potential uses. Mr. Rhoton indicated that with mixed-use there were a number of options to consider including office space, a church, or perhaps a small grocer. The commercial would come in after John Wesley Powell was developed along with the other subdivisions.

Councilmember Whelan expressed concern about the vagueness of the project and her dissatisfaction with the affordable housing being placed in the back lot with high tension wires. She believed that the community needed market and supply and that affordable housing should be dispersed among market rate housing throughout the community.

Councilmember Aslan asked about potential improvements to Sinagua Heights Road because there would be an impact on the neighborhood. He suggested that a crosswalk could be a way to assist with the concerns coming from the neighborhood. He added that he could not support the zoning change without a formal assurance of no student housing complexes. Mr. Rhoton explained that they were not asking for high occupancy housing or a variance for parking. It would be traditional, high density residential.

Councilmember Salas asked for more information on the master vision for the proposal. Mr. Rhoton stated that the master plan was created in 1984 and that it met the requirements for the Regional Plan. In order to underwrite the project high density residential zoning was necessary. There was 54 acres of open space along with open spaces within the development and plans to connect to existing FUTs trails.

Councilmember Salas asked about potential revenue generation. Mr. Rhoton stated that two types of revenue would be created. The first was ongoing sales tax and the second was property taxes; he estimated about \$2 million for the property tax and \$790,000 for sales tax. The water and sewer income would generate about \$14 million along with \$42 million in one-time fees.

Councilmember Odegaard asked about the traffic impact. It was shared that the Traffic Impact Analysis found very little impact. There were concerns expressed about the impact to school traffic.

Vice Mayor Shimoni asked if there had been any discussions with NAIPTA regarding additional bus stops. He also asked about the possibility of athletic fields or basketball court in the open spaces within the community. Mr. Rhoton stated that there would be accommodations for bus stops integrated into the development. With regard to the use of the open space, he stated that there was potential.

The following individuals addressed Council in opposition of the amendment:

- Richard Brose
- Jana Kettering
- Valarie A. Bryant
- Anne Vonesh
- Wilma Ennenga

- John Gearhart
- James Brose

The following comments were received:

- Concerned about the existing school traffic and then adding another 3,000 to 4,000 people in the area.
- Concerned about increased noise in the area.
- Additional stipulations on construction were needed.
- Gridlock from schools and adding 3 to 4 thousand more people in areas.
- The State Historic Preservation Officer should analyze the area for historical artifacts.
- There are safety concerns with children crossing the road.
- The Traffic Impact Analysis was done on a snow day.
- Concerned about Butler being widened without pedestrian walkways.
- There is only one way in and one way out leading to evacuation concerns.
- There would be a negative impact on the viewshed.
- Concerned about the potential for flooding.
- The parcel should only be used as open space.
- The commercial space would not be utilized and remain vacant.
- Concerns about the environmental impacts along with water, energy, waste, and public health.
- Research and Development should be the focus over commercial.
- Concerned about endangered species in the area such as prairie dogs.

Jacon Schmutz submitted written comments in support of the rezoning:

The following individuals submitted written comments in opposition to the rezoning:

- Nancy Scheneman-Brehm
- William Schmelzer
- Carol Gamble

A break was held from 8:15 p.m. through 8:27 p.m.

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

Councilmember Whelan indicated that she believed that it was time for the property to develop and grow. She felt that the development agreements could properly capture the restrictions.

Councilmember Asland stated that he wanted reasonable assurance that there would not be a student housing complex developed in the area.

Mr. Gullickson indicated that the development agreement could stipulate that and he would have proposed language before second reading and adoption of the ordinance.

Councilmember McCarthy expressed support. He noted that development in the high density residential zone should be limited to three stories except where impractical to achieve the densities required by the zoning code and regional plan, in which case four storied would be permitted.

Vice Mayor Shimoni noted his support for the building height restrictions and that he would like to investigate opportunities for more affordable housing.

Mayor Evans stated that she would be interested in a payment in lieu of donation of land for affordable housing. Mr. Rhoton indicated his support of a payment in lieu.

Vice Mayor Shimoni added that he had concerns about increased noise in the area and the impact that would have on the surrounding neighborhoods.

Councilmember Whelan stated that the priority was housing and while she wanted to keep

research and development, she was not sure it could be done for that property.

Councilmember Odegaard acknowledged the concerns of surrounding neighborhoods. He felt that there were things in place to protect the viewshed, existing trees, etcetera. He was supportive of moving forward but also shared his concerns about the proximity of the schools with traffic and pedestrians. He also indicated that he was supportive of a payment in lieu of property for affordable housing.

Councilmember Salas suggested that widening Fourth Street to Butler could potentially mitigate access concerns. She asked Historic Preservation Manager Sara Dechter about the preservation concerns that were expressed. Ms. Dechter stated that the required resource studies had been completed on the parcel and recorded as required. The sites could be built over in accordance with all state and federal laws.

Councilmember Aslan stated that he liked the connectivity of the project, the net zero building plan, and the support of the Regional Plan. He does not believe that students will avoid the area and he does not want student housing there. He does not believe that more units would help with affordability, it was a supply issue, and the project would add more supply. With the contingencies discussed, he was willing to move forward.

Mayor Evans stated that traffic at the schools needed to be addressed and that there needed to be discussions with Flagstaff Unified School District. She explained that affordable housing was an issue, not just for people who are moving into the community; there were third and fourth generation Flagstaff residents who could not afford to live in Flagstaff any longer. She asked Council to consider a payment in lieu of an affordable housing land donation. She indicated her support for a cap on building height with the understanding of density. Concerning research and development, she asked if it was possible to have two zones, commercial and research and development, on the property to provide flexibility. Mr. Gullickson explained that he would need to do some research on possibilities to provide that flexibility and bring that back to Council as part of the second read and adoption of the ordinance.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Adam Shimoni to read Ordinance No. 2019-14 by title only for the first time with the understanding that staff would bring back to Council before the final read proposed wording on building height being limited to three stories, that in lieu of the land donation for affordable housing there would be a contribution to the city's affordable housing fund, on preventing rooming and boarding, and on flexibility for commercial space.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 83.88 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 3200 EAST BUTLER AVENUE on parcel numbers 106-08-005I, 106-08-005m AND 106-08-005P FROM THE RESEARCH AND DEVELOPMENT (RD) ZONE TO MEDIUM DENSITY RESIDENTIAL (MR), HIGH DENSITY RESIDENTIAL (HR), AND HIGHWAY COMMERCIAL (HC) WITH CONDITIONS; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

12. REGULAR AGENDA

- A. **Consideration and Approval of Contract:** Consideration and approval of the Professional Services Contract for the Mobile Home Assistance for Displaced Residents Program, Contract No. 2019-62 between City of Flagstaff and Flagstaff Shelter Services (FSS).

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

MOBILE HOME ASSISTANCE FOR DISPLACED RESIDENTS PROGRAM
HISTORICAL TIMELINE

PROCUREMENT AND PROGRAM CREATION
PROGRAM GOAL

Moved by Vice Mayor Adam Shimoni, **seconded by** Councilmember Regina Salas to approve the contract with Flagstaff Shelter Services for the administration of the Mobile Home Assistance for Displaced Residents Program.

Vote: 7 - 0 - Unanimously

13. **DISCUSSION ITEMS**

A. **Discussion/Direction:** Current Issues Before Arizona Legislature and Federal Issues.

Senior Management Analyst Cliff Bryson provided a PowerPoint presentation that covered the following:

STATED AND FEDERAL LEGISLATIVE UPDATE
PRESENTATION OUTLINE
STATE LEGISLATIVE UPDATE
GENERAL LEGISLATIVE OVERVIEW
STATE BUDGET OVERVIEW
FEDERAL LEGISLATIVE OVERVIEW
SB1225: APPROPRIATION; DEVELOPMENTAL DISABILITIES SERVICE PROVIDERS
HB2115: LANDLORD TENANT; STATE PREEMPTION
SB1001: HIGHWAY SAFETY FEE
SB1147 S/E TOBACCO PRODUCTS; VAPOR PRODUCTS
HB2473: STATE LIQUOR BOARD; MEMBERSHIP
HB2672 VACATION RENTALS; SHORT-TERM RENTALS; REGULATION
WAYFAIR
QUESTIONS

Moved by Mayor Coral Evans, **seconded by** Councilmember Jamie Whelan to recess into Executive Session for legal advice.

Vote: 7 - 0 - Unanimously

The Council recessed into Executive Session until 9:47 p.m. at which time they reconvened the regular meeting.

Deputy City Manager Shane Dille stated that the city would work with the local service providers to discuss the local impacts and how they could work together. Staff would update Council on outcomes.

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

Vote: 7 - 0 - Unanimously

14. **COUNCIL LIAISON REPORTS**

Councilmember Whelan shared that she was elected to be the chair of the NAIPTA board. At their last meeting they received a great presentation on ethics.

Vice Mayor Shimoni reported that he attended the Alliance meeting where they discussed budgets, Stronger as One, and mental health.

15. **FUTURE AGENDA ITEM REQUESTS**

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

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Whelan to place on a future agenda a discussion about a committee of two councilmembers and staff to look at the I-40 corridor lands and Red Gap Ranch for economic development and give direction for our economic development and land use.

There was requisite Council support to advance the item to a future agenda for discussion.

- B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to place on a future agenda a discussion on how the city can add more residential units within the single-family residential zoning parcels.

There was requisite Council support to advance the item to a future agenda for discussion.

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

Councilmember Salas reported that she was nominated for the Coconino Workforce Development Board. She requested a FAIR item to discuss a possible resolution or letter to the city's state and federal delegation supporting ratification of the Mexico/Arizona trade agreement. Councilmember Odegaard requested a FAIR item to discuss the city's land trust model.

Vice Mayor Shimoni stated that he, and Councilmembers Odegaard and Salas toured the Salvation Army facility with the new Executive Director. He also participated in Bike to Work week with Councilmember Odegaard and Councilmember Whelan. He suggested that the city recognize the two Flagstaff High School students who won the Vans competition.

Councilmember Whelan requested the following FAIR items:

- A discussion about a policy to allow all employees to live outside city limits except those who are specified by city charter.
- Discussion about renaming anything named after Louis Agassiz due to accusations of racism.
- Discussion about pocket parks.

Mayor Evans stated that someone died in custody at the Coconino jail. She requested information about inmates' ability to access healthcare.

17. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held May 21, 2019, adjourned at 10:10 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on May 21, 2019. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 18th day of March, 2025

CITY CLERK

SPECIAL MEETING

1. Call to Order

Vice Mayor Shimoni called the Special Meeting of the Flagstaff City Council held February 11, 2020, to order at 4:31 p.m.

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and City Manager Clifton read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:

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

ABSENT:

MAYOR EVANS

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Presentation of City Manager Awards

City Manager Greg Clifton addressed the audience and presented the City Manager Awards. He acknowledged Deputy City Managers Shane Dille and Shannon Anderson for their assistance and thanked the staff for their nominations. He also thanked the family and friends of staff who were in attendance for their support. He spoke about what the City Manager awards entailed, the awards' name changes, and presented the 2019 City Manager Awards.

The following employees were recognized:

Oak Award Communication:

- Amy Plamer
- Victoria St. Clair
- Jenny Niemann

Oak Award Quality:

- Jeremiah Adams

Oak Award Accountability:

- Doug Slover

Oak Award Leadership:

- Becky Cardiff

Oak Award Teamwork:

- Patrick O'Connor
- Sharon Gonzales
- Kim Burns
- Sabrina James
- Jeny Lyn
- Jessica Huleatt
- Danielle Tiedeman
- Rachel Johnson
- Celeste Coupe
- Nanci Thomas
- Rhiannon Thomas
- Krista Devlin
- Matthew Scheide
- Scott Klotz
- Manuel Sierra
- William Katlin
- Wildine Rodriguez

Aspen Award Communication:

- Kevin Wiles
- Aspen Award Quality:
- Ralph Schmid

Aspen Award Accountability:

- Matt Kakert
- Beth Verstraete
- Bill Ragan
- Paul Santana
- Brandon Ross
- Geneva Dawson
- Stacy Saltzburg

Aspen Award Leadership:

- Jeff Bauman

Aspen Award Teamwork:

- Sharon Whitmore
- Kristin Decker
- Angie Eberhardt
- Mike Oliver
- Adam Williams

Ponderosa Award:

- Katie Brandis

RECESS

The Special Meeting of the City Council recessed at 4:58 p.m.

6:00 P.M. MEETING**1. Call to Order**

Vice Mayor Shimoni reconvened the Special Meeting of the Flagstaff City Council held February 11, 2020, at 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance and Mission Statement

The Council and audience recited the pledge of allegiance and City Manager Clifton read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:

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

ABSENT:

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

City Manager Clifton introduced Senior Executive Assistant Shawn Johnson.

Arizona Ghia addressed Council about the Up with People program.

Planning Director Tiffany Antol addressed Council about the open house regarding the Zoning Code text amendment and the upcoming one-on-one times staff that would be available.

Jessica Mendoza, President of the NAU Associated Student Association, addressed Council regarding the rights of students to vote in local elections.

Kai Beattie addressed Council and urged them to take a stand against HB2681.

Noah Davidson addressed Council regarding student voting and voter suppression.

Kyle Nitschke spoke about HB2681 and his experiences with voting in Flagstaff. He requested the Council to write a letter to Representative Thorpe opposing the bill.

Written comments in opposition to HB2681 were submitted by the following individuals:

- Matalynn Slaton
- Madison Kier
- Avalon Wendel
- Melissa Berry
- Gregory Anderson

5. **Consideration and Adoption of Resolution No. 2020-04:** A resolution of the City Council of the City of Flagstaff, Arizona, amending the Comprehensive Parking Management Program Pay-to-Park and Permit Parking Fees, and establishing an effective date.

Community Investment Director David McIntire provided a PowerPoint presentation that covered the following:

UPDATE
PARKFLAG ORGANIZATION
MANAGED AREA MAP
RESIDENTIAL PERMIT PARKING PROGRAM
AMBASSADORSHIP
PARKING ENFORCEMENT OFFICERS' ROLES
PARKFLAG ENFORCEMENT
PARKFLAG FINANCIALS
PARKING ENTERPRISE FUND
REVENUE VS. OPERATING EXPENSES -- FY19
PROGRAM ACCOMPLISHMENTS

Councilmember Whelan requested a copy of a balance sheet for ParkFlag.

Vice Mayor Shimoni asked about the citation fee structure. Mr. McIntire explained that the first citation was a warning, the next violation would follow the parking fines set by the state of \$48, \$83, \$115, and \$150 for each subsequent ticket.

Councilmember Whelan asked how many of the kiosks were ADA compatible. Mr. McIntire stated that all 102 kiosks were ADA compliant and the kiosk at the Leroux lot was shorter and more accessible for people with wheelchairs. Councilmember Whelan requested consideration for all kiosks to be universally designed for all people to use.

Councilmember Salas asked about the data extracted from the kiosks, specifically if billing zip codes could be used to see where people were from. Mr. McIntire stated that they did not keep credit card data.

Vice Mayor Shimoni asked if there was an option to change the language on the kiosk to which Mr. McIntire responded that the user could change the language to multiple different languages.

Councilmember Whelan stated that she wanted more community feedback on the changes and felt that a community forum should be held to ensure that people feel heard.

POTENTIAL PROGRAM ADJUSTMENTS
COST REDUCTIONS
ALL OPTIONS
PARKFLAG OTHER CONSIDERATIONS
FUTURE PARKFLAG CHANGES
NEW INVENTORY

The following individuals addressed Council about the parking changes:

- Miranda Sweet
- John VanLandingham
- Terry Madeksza, Executive Director of the Downtown Business Alliance
- Ki Won Choi
- Karan Pate
- Holly Gramm
- Pamela S. Green (Sam)
- Shane Knight
- David Stephens
- Hugh Fogel
- Dan Fogel
- Mark Lamberson
- Steve Finch, CEO of the Flagstaff, Lodging, Restaurant, and Tourism Association
- George Averbeck

The following comments were received:

- Businesses needed to adapt and get creative.
- There needs to be more to bring locals downtown.
- The parking hours should be adjusted and consistent hours were preferred.
- Pay to park discourages locals from coming downtown, perhaps an incentive of some sort could help.
- Parking has been a downtown issue for decades.
- Locals did not want to come downtown because there was no parking.
- Some tweaks may need to be made based on data and logic.
- The parking supply needs to be worked on.
- There has been a call for a downtown parking garage but no budget to deliver.
- Consider a different rate for employee permits.
- Businesses in the downtown are suffering financially because the locals do not want to pay to park.
- There should not be paid parking in downtown.
- Support Option 3.
- New businesses will not come to the downtown area and existing businesses will not expand.
- Go back to the way things were.
- Please make parking free on Sunday.
- Better signage is needed at the kiosks.
- Provide options for locals with a local discount.
- Paid parking hours should be reduced to 9:00 to 5:00 only with Sundays free.
- Parking is not free and funding was needed for long term solutions.
- The program is too complex.
- The focus should be on parking enforcement not paying to park.
- ParkFlag is working but there is a perception problem and there needs to be better marketing to address that.
- Support Option 2.

The following individuals submitted written comments concerning parking:

- Wm. Michael Wilson
- Michael Frankel
- Kathleen Leatherwood

A break was held from 8:24 p.m. through 8:30 p.m.

Vice Mayor Shimoni asked about the expenses. Mr. McIntire stated that ParkFlag was paying loans back to the General Fund which should be paid off in 2026 with the revenue generated. He stated that ParkFlag was responsible for staffing, advertising, and the overhead related to offices, equipment, software, and credit card fees. The loan repayment was about 20% of operating expenses.

Councilmember Whelan expressed support for the reduction of the employee fee as well as a further evaluation of the hours.

Vice Mayor Shimoni indicated that he was satisfied with the hours but would like to see a local program that would leave the main revenue stream come from tourists.

Councilmember Aslan stated that he was not in favor of a large parking structure downtown unless it could be converted to another use in the future. He expressed support for the 5a adjustment.

Councilmember Odegaard stated that he prefers Option 2 since it was bolder, he encouraged keeping eyes on the prize for a parking structure and to do what was needed to get that sooner rather than later.

Councilmember Salas indicated support for 5a and stated that she trusts staff to work out the rest.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Charlie Odegaard to read Resolution No. 2020-04 by title only with option 5a.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, AMENDING THE COMPREHENSIVE PARKING MANAGEMENT PROGRAM PAY-TO-PARK AND PERMIT PARKING FEES, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Charlie Odegaard, **seconded by** Councilmember Jamie Whelan to adopt Resolution No. 2020-04 with option 5a.

Vote: 7 - 0 - Unanimously

6. Adjournment

The Special Meeting of the Flagstaff City Council held February 11, 2020, adjourned at 9:21.

WORK SESSION

1. Call to Order

Vice Mayor Shimoni called the Work Session of the Flagstaff City Council held February 11, 2020, to order at 9:21 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Review of Draft Agenda for the February 18, 2020 City Council Meeting

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

None

3. State & Federal Legislative Update

Management Analyst Sarah Langley and Deputy City Manager Shane Dille provided a Federal legislative update that included Rio de Flag.

Councilmember McCarthy asked about what additional funding would be needed for the project. Mr. Dille explained that the fee put in place last summer would fulfill the city's financial obligation.

Management Analyst Jack Fitchett and State Lobbyist Todd Madeksza provided a PowerPoint presentation that covered the following:

STATE LEGISLATIVE UPDATE
THE SESSION SO FAR...DAY 30
STATE BUDGET
CURRENTLY OPPOSED TO
CURRENTLY IN SUPPORT OF
AWAITING COUNCIL DIRECTION

Council discussed concerns with SB 1160 & SB 1161 (Cancer Presumption) and its focus on a specific group of individuals receiving benefits while others do not. Mr. Solomon stated that Council would be having an executive session on the bills.

MINIMUM WAGE ASSESSMENT

Vice Mayor Shimoni asked about Representative Blackman's HB2070 regarding pre-arrest diversion. Mr. Fitchett stated that he did not have information on that specific bill and he and Mr. Madeszka will do some research and provide an update to Council.

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

Vote: 4 - 2

NAY: Councilmember Austin Aslan
Councilmember Regina Salas

4. Winter Storm Event and Public Works Snow Operations

Streets Section Director Scott Overton and Parks Manager Amy Hagin provided a PowerPoint presentation that covered the following:

SNOW OPERATIONS -- OVERVIEW
URBAN SNOW OPERATIONS
STREETS AND PARKS STATISTICS
COMMUNITY STATISTICS AND MAPS
SNOW OPERATIONS
THANKSGIVING EVENT
SNOW OPERATIONS -- STREETS OVERVIEW
SNOW OPERATIONS -- PARKS OVERVIEW
SNOW POLICY -- PARKS
SNOW POLICY -- STREETS
BEST PRACTICES AND OPERATIONS
URBAN SNOW CHALLENGES

FUTURE OF SNOW OPERATIONS

Councilmember McCarthy asked about a gates trial program to reduce the amount of berms left in residential areas. Mr. Overton stated that there had been mixed results across the country with the use of gates in more heavily populated areas.

Councilmember Whelan asked if Parks removed snow from city buildings. Ms. Hagin explained that Parks with the support of Facilities when possible, removed snow from city facilities. They also apply a deicer in walkways and stairs.

5. **REMOVAL of Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Odegaard to remove as a F.A.I.R. item a discussion about the Land Trust Model.

Councilmember Odegaard requested to remove his FAIR item. Council indicated their support for removing the item.

6. Public Participation

None.

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

Councilmember McCarthy stated that the Housing Commission was progressing on the a possible bond measure for housing.

City Manager Clifton provided information about the upcoming ADOT dedication.

Vice Mayor Shimoni requested a FAIR item to discuss levels of service when it comes to the City's firefighters.

8. Adjournment

The Work Session of the Flagstaff City Council held February 11, 2020, adjourned at 10:33 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on February 11, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 18th day of March, 2025

CITY CLERK

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held February 25, 2020, to order at 4:55 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Roll Call

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

PRESENT:

ABSENT:

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

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Casey Jenkins representing Up with the People addressed Mayor and Council regarding their program. They are still looking for house families with a need of 15 more host families.

Sarah Darr also addressed Mayor and Council as an alumnus of Up with the People about the program and spoke about her experience. She encouraged people to sign up as a host family.

Written comment cards in opposition to HB2461 were submitted by the following individuals:

- Galilea Flores-Lopez
- Avalon Wendel
- Jessica Mendoza
- Jacey Gaither

4. Review of Draft Agenda for the March 3, 2020 City Council Meeting

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

Councilmember Odegaard asked for additional information on the potential ballot discussion as to whether a sales tax could be identified for one business industry, like motels and hotels rather than just BBB. He would like to see if adding sales tax to one specific industry was possible.

5. Economic Development Toolkit: City of Flagstaff business attraction, retention and expansion information, and presentations by Buxton Company on analytics and healthcare and the Arizona Commerce Authority on Opportunity Zones.

Business Retention and Expansion Manager John Saltonstall, Community Investment Director Dave McIntire, Cheyenne Robinson, Account Executive, and Robert Matson, Director of Account Management, from the Buxton Company provided a PowerPoint presentation that covered the following:

CURRENT ENGAGEMENT: RETAIL & HEALTHCARE
 PRIMARY OBJECTIVES
 STRENGTHENING PARTNERSHIPS
 SUPPORTING BUSINESS EXPANSION
 INFORMING BUSINESS DECISIONS
 BUXTON REPORTS
 KEY FINDINGS WITH THREE MAIN GAPS
 OBJECTIVE OF ANALYSIS
 HEALTHCARE LEAKAGE
 GAP ANALYSIS
 KEY FINDINGS

Councilmember Whelan asked who hired Buxton and how they fit in. Mr. Saltonstall stated that the City has partnered with the Buxton Company since 2010 and they came today to explain the gaps in healthcare based on a request from City staff. He stated that the partnership in 2010 started because of a request from City staff to see how people in the community were spending their money in the retail arena, but the analysis was much more than that and covered strategically how Flagstaff residents define themselves.

Councilmember Whelan asked if members of the Business Incubator can reach out to Buxton for their services. Mr. McIntire stated that clients of the Incubator have used Buxton for gap analysis in the past and NACET/Moonshot has been educated on what is available. Councilmember Whelan asked how small businesses can access this resource. Mr. Saltonstall stated that the business could call him directly. Economic Vitality Director Heidi Hansen added information regarding the tool kit as well.

Councilmember Odegaard asked if the work Buxton does for the City helped attract REI and businesses like them. Mr. Saltonstall stated that the Buxton report did help in the attraction.

Mayor Evans clarified that Buxton is one of the items in the Economic Development Toolkit and is just one of the components of the suite of services. Mr. Saltonstall stated that the Economic Toolkit has many components and that the Buxton Company is an exciting tool within it. He stated that Economic Vitality will be in front of Council again in March 2020 and will discuss this further.

Mayor Evans clarified further that the reason NAH met with Buxton was to discuss the expansion of NAH and to identify the services the Flagstaff community needs. Mr. Matson stated that they discussed the potential gaps that Buxton identified in the medical care field.

Councilmember Whelan asked if the voter initiative to raise the minimum wage was a lens that Buxton looks through when talking to potential and current business. Mr. Matson stated that Buxton provides very local insights that indicates whether residents that are living and working in that particular community can utilize their services.

Councilmember Whelan also asked about the retention and success of the local businesses and if there is any information that Buxton can provide to them to help them through these times of change. Ms. Robinson stated that current businesses can arrange a time to meet with Mr. Saltonstall who can extract information from the Buxton Company software and pull information to assist them. She gave an example of a current business who used the information from the Buxton report to focus their marketing materials.

Senior Vice President of Research Shawn Neidorf from the Arizona Commerce Authority gave a presentation to Mayor and Council on Opportunity Zones.

WHAT IS AN OPPORTUNITY ZONE?
OPPORTUNITY ZONE CRITERIA
WHAT IS A CENSUS TRACT?
ARIZONA'S OPPORTUNITY ZONES
NEARBY OPPORTUNITY ZONES
FLAGSTAFF AREA'S OPPORTUNITY ZONE
DEVELOPMENT OPPORTUNITIES ACROSS ARIZONA
SELECTING ARIZONA'S OPPORTUNITY ZONES
HOW OPPORTUNITY ZONES WORK
FEDERAL TAX BENEFITS
STATE TAX BENEFITS
OPPORTUNITY FUND OVERVIEW
OPPORTUNITY ZONE INVESTMENTS
OPPORTUNITY ZONE BUSINESS STOCK
OPPORTUNITY ZONE BUSINESS PARTNERSHIP INTEREST
BUSINESS PROPERTY
1031 VS. OPPORTUNITY FUND
OPPORTUNITY ZONE AND FUND CONTEXT
OPPORTUNITY ZONE STATUTE: SHORT BUT COMPLEX
SUBSTANTIAL TREASURY GUIDANCE (1)
SUBSTANTIAL TREASURY GUIDANCE (2)
SUBSTANTIAL TREASURY GUIDANCE (3)
OPEN FOR OPPORTUNITY (ONLINE TOOL)
WHAT CAN CITIES DO TO LEVERAGE OPPORTUNITY ZONES

Councilmember Whelan addressed having infrastructure in place and stated that she is concerned about this giving up local power since they could develop as they see fit. Ms. Neidorf stated that the statute does not change the local powers of zoning and that it works equally to any other private developer. Councilmember Whelan expressed concern about this incentive bringing outside investors into the community rather than local investors. Ms. Neidorf stated that it does not have to be outside investors and it is better to find local investors first.

Councilmember Salas stated that this discussion stemmed from her FAIR request after a presentation at the League of Cities and Towns focused on enhancing public-private partnerships to maximize the benefits of opportunity zones to bring private investment.

Councilmember Salas asked what sorts of businesses or centers can be brought into the Opportunity Zone. Ms. Neidorf stated that there are some prohibitions, such as golf courses and liquor stores, but anything that is not prohibited can be attracted. Councilmember Salas asked about an athletic facility. Ms. Neidorf stated that the facility would need to gain in value to really benefit from the tax credit.

Councilmember Odegaard asked if a landholder who is partially in and out of the opportunity zone would benefit from the tax credits. Ms. Neidorft stated that it is possible.

Councilmember Whelan asked if there could be a case of eminent domain in an opportunity zone. Ms. Neidorft stated that nothing in the statute changed anything in eminent domain and that she has heard of some communities speak of buying land in the areas, but that they are doing it for another purpose.

Vice Mayor Shimoni commented that opportunity zones sound like a way to jump start business and there are pros and cons to that. He added that the rules are the rules and that this allows for more incentive for businesses to start. Ms. Neidorft stated that this is a way to attract long-term investment and is just another tool in the economic development toolkit. When a project is appropriate, the benefit could be brought up then.

Mr. McIntire stated that staff will advertise the opportunity zone for the 32-acre highway property by the airport and speaking with current property owners with developments in that zone about this tool.

Council expressed appreciation for the presentation and discussion.

A break was held from 6:12 p.m. through 6:25 p.m.

6. Linda Vista Culvert Upsizing

Project Manager Ed Schenk presented to Council on staff's proposed funding options and to move the timing of the project forward.

PURPOSE
LINDA VISTA CULVERT UPSIZING
PRV REPLACEMENT
2019 WINTER CLEANOUT
MUSEUM FIRE 2019 PARCELS AFFECTED POTENTIAL FLOODING
POTENTIAL FLOWS GRAPH
SUMMARY

Councilmember Odegaard asked if the size of the culvert would change based on when the project is done. Mr. Schenk stated that the size would be the same.

Councilmember Whelan asked if the modeling was done before remediation. Mr. Schenk stated that it was. She also asked about the work at the end of Paradise for remediation. She stated that this work needs to be done but it pains her that \$187,000 is going to Bill Williams Mountain. Mr. Schenk stated that if the City forgoes the federal funding, that the money would not go to the Bill Williams Mountain but to the County and there is a benefit to not accepting the funds. He also expanded on other funding and grant processes.

Vice Mayor Shimoni asked what the difference in cost would be with the five days. Capital Improvements Engineer Brett Petersen stated that quantifying the additional five days that the street would not be closed would be valuable and that there is significant benefit to the community to combine these projects.

City Manager Clifton stated that the emphasis for doing this project is not just the convenience of combining the projects, but to eliminate the inconvenience to the neighborhood of having two major projects rather than one in a small time period.

Councilmember Whelan asked about the thoughts regarding the Phoenix bridge and the Rio de Flag monies and the cost savings of shifting money around. Mr. Petersen stated that the Rio de Flag is fully funded and that the flow will no longer be going under Phoenix Avenue in the future. There is \$1.6million in the budget for the Phoenix Avenue box culvert replacement that now may not need to be expanded. The thought was to use the emergency funds now and then if there is an emergency, use the savings from the Phoenix Avenue box culvert.

Councilmember Whelan asked for staff to tabulate the savings from projects that the Rio de Flag project will address, and for staff to use that saving to service underfunded areas. Water Services Director Brad Hill explained the modified capital program that will come to Council soon that adds more projects. Councilmember Whelan stated that her support is to put that money into underserved populations.

Council expressed support to move forward with staff's recommended action.

7. **Discussion:** Policy to allow all employees to live outside city limits except by those who are specified by City Charter

Councilmember Whelan stated that Council made a decision to allow certain groups to move outside the City and why all other employment groups are not able to live outside the City. She stated that she wanted to give more choices to the staff.

Councilmember Aslan asked if there will be data provided on who is not allowed to live outside of City limits because of their job duties or titles and how many employees are affected.

Human Resources Director Jeanie Gallagher clarified that the evaluation would not include employees required to live in city limits due to the Charter.

Councilmember Whelan asked when the policy was put in place. Ms. Gallagher stated that the policy was updated in 2018 to address state statute regarding public safety officers. Councilmember Whelan asked when the original policy was implemented. Deputy City Manager Shannon Anderson stated that the handbook was adopted in 1980 and that the policy was first written in 2011. Ms. Gallagher shared the one-hour policy.

City Manager Clifton added that there is not a residency requirement for snowplow operators and that there is a one-hour response time. He added that there is a restriction on city vehicles.

There was requisite Council support to advance the topic to a future agenda for discussion and possible direction.

8. **Public Participation**

None

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

Councilmember Salas stated that she will be traveling with Tourism Director Trace Ward to attend a Sister City International Conference in Texas.

Councilmember McCarthy shared that he gave a presentation at the library last week about some Grand Canyon issues. He will also attend the upcoming BNSF meeting.

Councilmember Whelan stated she is concerned about getting the temperature on Council about certain bills. She feels that Council is missing discussion. She also asked who is watching the permits on who is drilling around Red Gap Ranch. She announced that there is a public hearing on the APS rate case on June 6, 2020 at the County Supervisors building and requested elected or staff attend.

Vice Mayor Shimoni reported that he met with Fire Department leadership and he would now like to remove his FAIR request for a discussion regarding levels of fire service and how they respond to calls for service. He also reported that he attended a speech from a Holocaust survivor. He will also be taking a tour of the juvenile court and is holding a town hall.

Mayor Evans met with Chairman John Huey of the Yavapai-Apache Nation and shared the invitation she received to attend a memorial ceremony. She attended a roundtable at the National League of Cities regarding principles of home rule and she shared the handouts with Council. She will be coming

back with a proclamation on the topic. She also shared that she met with Councilmember Whelan regarding the City's recruitment of higher education institutions for economic growth. She added that Mesa did this and the City was going to invite that individual to Flagstaff for a conversation.

10. Adjournment

The Work Session of the Flagstaff City Council held February 25, 2020, adjourned at 7:13 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held March 10, 2020, to order 6:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. PLEDGE OF ALLEGIANCE AND MISSION STATEMENT

The Council and audience recited the pledge of allegiance led by the Girl Scouts' Silver Award recipients and Councilmember Salas read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:

ABSENT:

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

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have

no more than fifteen minutes to speak.

Jamie Blazquez addressed Mayor and Council regarding the Decriminalize Nature Resolution she is preparing.

Claire Wilkinson addressed Mayor and Council about Tract 22. She stated that she owns a townhouse in the Pinnacle Pines area and that she is against the development of a high-density, student housing complex in the area. She asked if the City needs any more student housing and asked Council to consider the zoning of the tract.

5. **Review of Draft Agenda for the March 17, 2020 City Council Meeting**

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

None.

6. **Recognition:** Girl Scout Silver Award Recipients

The award recipients for the Bronze and Silver Awards were:

- Payton Van Hemert
- Samatha Swan
- Haily Bird
- Dominique Dillard-Brown
- Madisyn Van Hemert
- Nikkole Morgan
- Tyanna Chase
- Felicia Avila
- Emma Hirning

Mayor stated that she was a girl scout, explained the projects that earned the awards, and read the recognition.

7. **Recognition:** Dr. George Hershey

The Mayor and Council recognized Dr. George Hershey for his 50 years of practice in the Flagstaff area and congratulated him on his retirement.

Councilmember Odegaard recognized his granddaughter who is a girl scout.

8. **Case No. PZ-19-00125 Updates to Zoning Code 2020 -- Miscellaneous Part 1**

Zoning Code Manager Dan Symer presented to Mayor and Council on proposed amendments to the Zoning Code.

Slides Included:

- Objectives
- Proposed Zoning Code Text Amendment
 - Purpose
 - Chapter 10-20: Administration, Procedures, and Enforcement
 - Concept Plan Review
 - Site Plans
 - Minor Improvement Permits
 - Initiation of Amendments
 - Chapter 10-40: Specific to Zones
 - Residential Non-Transect Zones
 - Commercial Non-Transect Zones

- Kennel, Animal Boarding
- Transect Zones
- Chapter 10-50: Supplemental to Zones
 - Clarified which façade changes are subject to Architectural Design Standards
 - Relocated and clarified the design requirements for exterior walls
 - Clarified the building height measurement provision
 - Diagrams
- Section 10-50.60.040 Landscape Location Requirements
 - Clarified requirements adjacent to street in multi-family and commercial zones
 - Industrial Zones
- 10-40.60.150 Day Care Home and Center
- 10-40.60.250 Mini-Storage Warehousing
- Chapter 10-50: Supplemental to Zone -- Signs
- Division 10-50.110: Specific to Building Types
 - Modified the Stack Triplex lot size requirement
 - Clarified the building location requirements for non-transect developments

Councilmember Whelan asked if the purpose of changing the lot size for triplexes is to allow for more land around the building. Mr. Symer stated that it was. She also asked if that would create more parking. Mr. Symer stated that it could.

Councilmember McCarthy stated that he did not understand why the City would require a larger lot for triplexes if there is a goal to create more housing. Mr. Symer stated that the decision was from public comment and that triplexes were causing crowding in neighborhoods. Councilmember McCarthy clarified that this was happening in the Southside neighborhood and that developers were tearing down homes and replacing them with triplexes. Mr. Symer stated that this was the case.

- Revisions to Address the Public Comments
 - Clarify the density allowance
 - Modify and clarify building height exceptions
 - Modify the maximum height of an exposed basement
 - Consider a list of material for stem walls
 - Basement and Basement Garages.
 - Consider allowing stem wall and crawl spaces greater than five feet
 - Modify the provisions to allow additional stem wall and crawl spaces for FEMA floodplain requirements
 - Director may approve a taller stem wall or crawl space
 - Do change the triplex lot sizes
- Technical Additions and Modifications

Councilmember McCarthy proposed text edits and sought clarification on measuring building height, using Chick-Fil-A on Milton as an example. He learned that basements are not considered in height measurements and inquired about sign measurement, which Mr. Symer agreed to clarify in the text.

Vice Mayor Shimoni supported the updates but was confused about the triplex standards, which he learned were initially modeled after duplex standards but were found unsuitable for certain lot sizes.

Councilmember Odegaard sought clarification on the triplex definition and its fit on corner lots, noting the need for more housing in Flagstaff. Mr. Symer confirmed that triplexes are defined as three-unit structures with a 2500 sq. ft. per unit requirement for land area, not housing size.

9. August 2020 Election - Permanent Base Adjustment to Expenditure Limitation

Finance Director Brandi Suda addressed Mayor and Council regarding a permanent base adjustment to the expenditure limitation. The presentation included the following slides:

- What is a Base Expenditure Limitation?
- Why Now?
- Actuals vs. Expenditure Limitation
- What has changed since 2006?

- City Budget Growth
- Budget vs. Expenditure Limitation
- Recommendation
- Why August instead of November?
- 2020 August Election Timeline
- Council Options

Councilmember Whelan inquired if the proposed \$4 million increase would be sufficient given Flagstaff's growth. Ms. Suda confirmed the increase is an appropriate amount. Without this adjustment, capital projects would need to be reviewed to avoid exceeding expenditure limits.

Councilmember McCarthy questioned if more funds were needed for the 19-20 budget and supported the \$4 million increase, noting that the previous budget was unusual and a 5% growth was included in the operating budget.

Vice Mayor Shimoni expressed his support for the first option.

Councilmember Odegaard supported an August election and asked about charter questions, which City Clerk Stacy Saltzburg confirmed would not be on this year's ballot but could be on future ones.

Councilmember Salas inquired about the cost of the August election, which would be \$100,000, with shared costs due to a franchise renewal election also scheduled. Ms. Saltzburg mentioned minimal outreach costs and a potential City primary could share costs.

Councilmember Aslan opposed the recommendation, preferring to complete existing capital projects and expressing concerns about potential economic downturns and increased spending sending a negative message.

Councilmember Whelan acknowledged Aslan's concerns but did not believe postponing would address the issue and was open to revisiting it later.

Mayor Evans disagreed with Councilmember Aslan, arguing that slowing down capital projects has been problematic in the past and that the adjustment is necessary to accommodate future growth.

A majority of Council supported moving forward with an August election.

10. **Unisource Energy Services (Natural Gas) Franchise - Preview to August 4, 2020 Special Election**

Senior Assistant City Attorney Anja Wendel addressed Council about the Unisource Energy Services (UES) Franchise Special Election. Development Engineer Gary Miller and District Manager Jason Garrett from UES attended the meeting as well. The presentation included the following slides:

- Unisource Energy Services
- What is a Franchise?
- Current Franchise
- Why do we need an Election?
- What happens if the Voters don't approve a Franchise?
- Engineering Information

Ms. Wendel turned the presentation over to Mr. Miller to discuss the engineering information. He asked UniSource to address upgrades or expansion plans in Flagstaff.

Councilmember Whelan asked if there is any competition for UniSource. Mr. Garrett stated that they have the region through the Arizona Corporation Commission. Councilmember Whelan asked if this is a formality and that this must be on the ballot. Ms. Wendel stated that Council does have an option, but that the franchise is in the best interest of the community. She stated that there will be a resolution coming at the April 7, 2020, meeting that will ask Council to state that. City Attorney Solomon added that UniSource is the only option for providing natural gas in the area.

Mayor Evans added that if there was another entity that could provide gas, they would have to either provide gas on UniSource's line or with new infrastructure and that there are other ways for constituents to heat their homes.

- New Franchise -- Proposed

Councilmember Aslan asked if UniSource supported legislation to preempt local municipalities to adjust climate change issues. Ms. Wendel stated that the City was sent the bill this morning and that it is different than the one presented previously with less restrictions. UniSource stated that they were supportive of the bill. Councilmember Aslan stated that he would like to review the bill again before he discusses it in further detail and that he finds UniSource's stance disappointing.

Councilmember McCarthy asked about the 2% franchise fee and if it is standard across the state. Ms. Wendel stated that it is.

Councilmember Whelan asked if the 2% is set. Ms. Wendel stated that it is not set but that UniSource also pays transaction tax and right-of-way for a total of about 5%. Councilmember Whelan asked about the length of term and if it is always 25 years. Ms. Wendel stated that it can be a shorter term, but that a longer term is preferable.

11. Discuss consideration of additional funding for High Country Humane for animal shelter services.

Deputy Police Chief Walt Miller and Board Chairman Ken Lahm from High Country Humane (HCH) addressed Mayor and Council regarding consideration of additional funding for High Country Humane. Mr. Lahm introduced the supporters of High Country Humane who were in attendance. He asked Acting Executive Director Elizabeth Bohlkee to give a presentation to Mayor and Council. The presentation included the following slides:

- Why We Are Here
- Successes
- Community Contributions
- Additional Community Partnerships
- Community Services
- Health & Safety
- Veterinarian Support
- What We Have Learned
- Year-End Actuals
- Contributing Factors
- What We Are Asking
- Our Commitment to Fiscal Responsibility
- Our Commitment to You
- We are here for the long term

Councilmember McCarthy clarified that the current meeting is for discussion only, with decisions to be made at a future budget meeting. He expressed concerns about the City's spending priorities, specifically questioning why funding is allocated for animal treatment but not for human health.

Vice Mayor Shimoni supported the funding for the first year. He also inquired about future grant opportunities, with HCH expected to qualify for more grants with their historical data.

Councilmember Odegaard supported the current year's funding but was concerned about future years. He asked if HCH could reimburse the City if they raise additional funds, to which HCH responded they would return to the City and County for further discussions but emphasized the importance of a reserve fund.

City Manager Clifton highlighted that local government contributions enhance grant credibility and that the budget team would explore all options.

Councilmember Aslan supported this year's funding and was inclined to support future years, praising HCH based on positive personal experiences. He stressed the need for flexibility and expressed concerns about potential financial downturns but acknowledged the City's investment in HCH.

Councilmember McCarthy supported this year's additional funding and proposed discussing future years during the budget retreat.

Councilmember Whelan commended HCH for their transparency and integrity and expressed support for both this years and future funding.

Mayor Evans saw the funding as a response to a state mandate and appreciated HCH's planning. She supported this year's funding and was open to exploring future support, including grant writing assistance.

Councilmember Salas acknowledged the importance of the initial years for non-profits and supported the current funding while advocating for a broader budget view and potential one-time funds.

County Manager Jimmy Jayne indicated that the Coconino County Board of Supervisors had approved one-time funding for FY20 and would include FY21 and FY22 in their budget. He noted the positive work of HCH and agreed to consider the City Council's suggestion for grant support and writing letters.

12. Public Participation

None.

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

Councilmember Salas stated that the Airport Commission Meeting was cancelled and that there are vacancies on the Commission. She pointed out that there are a lot of vacancies on all commissions and encouraged the public to apply.

Councilmember Odegaard stated that there are two vacancies on the Beautification and Public Art Commission and encouraged the new Indigenous Coordinator to reach out for applicants so there can be diversity. He stated that he attended the NAU STEM event and he congratulated FUSD and STEM City on a terrific event.

Councilmember Aslan asked about the meeting of the Arizona Corporation Commission and is available for public comment. He stated that Sustainability is sending a letter to the commission.

Mr. Clifton stated that the submission was a comment card and in alignment with Council requirements. The contents were emailed to Council and was supportive of the use of renewable energy pursuits.

Councilmember McCarthy stated that the City Manager, Councilmember Odegaard, and himself are going to Phoenix to discuss the unfunded pension liability.

Councilmember Whelan thanked Mayor Evans for the Home Rule information that she provided. She stated that several Councilmembers participated in the Youth of the Year event by the Boys and Girls Club. She attended the NACOG Executive Committee meeting and is amazed by the money that the Economic Development Committee gives out, such as the monies given to the County to work with CCC and NAU for a training facility out at the biomass facility. She stated that it is an important push for Flagstaff to garner some of the money. She also spoke about Mental Health First Aid Training for the City and she stated that she wanted to know how the City was going to get all employees trained. She addressed the changing of the definition of Mental Health to include drug addiction. Mr. Clifton stated that the Mental Health Training is underway.

Vice Mayor Shimoni mentioned the Youth of the Year event and stated that he went to a rally at NAU regarding the house bill restricting college student voting. He spoke about the Diversity Awareness Commission and their survey. He also stated that his intern team is reviewing commission meetings and finding ways to advertise them. He stated that CJCC would meet, and they will be talking about

the trip to Safe Harbor. He also stated that he met with City Engineer staff regarding bicycle structures, and they will have a follow up meeting with Streets soon. He also stated that almost all of Council went to the NAU Women's basketball game.

Mayor Evans mentioned that in addition to going to the basketball game, Council went to the Viola Awards, and she hoped that the Lunar Legacy team could come to a meeting and show off the awards. She also mentioned in regard to the pension issue that there were false statements made on a radio program. She suggested to the City Manager that the original CCR be updated, and a fact sheet created for Council so they can speak on the issue. She stated that the issue is not unique to Flagstaff but is an issue for the whole state. The pension was managed by the State of Arizona and that the City needs to address the issue. The issue was not created by the City, but rather by the State. She stated that she was excited about the discussions with Mike Townsend and about a fact sheet.

14. Adjournment

The Work Session of the Flagstaff City Council held March 10, 2020, adjourned at 8:47 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Evans called the Special Meeting of the Flagstaff City Council held June 23, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance and Mission Statement

The Council and attendees recited the pledge of allegiance and Vice Mayor Shimoni read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:

ABSENT:

MAYOR EVANS
VICE MAYOR SHIMONI
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER ODEGAARD
COUNCILMEMBER SALAS
COUNCILMEMBER WHELAN -- joined at 3:04 pm.

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have

no more than fifteen minutes to speak.

Mayor Evans addressed the changes in the public participation protocol.

5. **Recognition:** Police Chief Kevin Treadway

City Manager Greg Clifton acknowledged Police Chief Kevin Treadway's retirement, highlighting his service.

Chief Treadway thanked the Mayor and Council for the recognition and spoke about his time with the police department.

Councilmember McCarthy praised Chief Treadway for addressing national concerns about policing and spoke about his positive experiences with him. He also highlighted the successes of the Flagstaff Police Department (FPD) under Treadway's leadership.

Councilmember Odegaard expressed gratitude for Chief Treadway's service, mentioning his father and emphasizing the high standards of policing at FPD. He also advocated for higher pay for officers.

Councilmember Aslan thanked Chief Treadway for his decades of service, including his role as interim Deputy City Manager, and appreciated his leadership.

Vice Mayor Shimoni shared a personal connection with Chief Treadway, noting they share the same birthdate and reflected on Treadway's time with the FPD.

Councilmember Whelan also thanked Chief Treadway for his service and spoke about her past work with him.

Mr. Clifton further praised Chief Treadway's leadership, particularly during challenging times, and thanked him for his service.

Councilmember Salas shared a positive story of her first interaction with FPD and thanked Chief Treadway for inspiring both officers and city employees.

Mayor Evans expressed sadness about losing Chief Treadway but excitement for his next chapter. She reflected on their long-standing partnership, particularly in community policing efforts. She also highlighted the success of these efforts, including a significant crime rate drop in local neighborhoods.

Chief Treadway expressed his appreciation for the kind words and spoke about missing his team at Flagstaff.

6. **Consideration and Adoption of Ordinance No. 2020-17:** An ordinance of the City Council of the City of Flagstaff, relating to the financing of a certain project, specifically approving publication of notice of proposed lease of land and buildings from, and lease-purchase back of such land and buildings to, the City and request for bids in connection therewith; authorizing the acceptance of a bid with respect thereto; approving the sale and execution and delivery of Certificates of Participation in a lease-purchase agreement to provide the necessary financing therefor; approving the form and authorization the execution and delivery of necessary agreements, instruments and documents related to the sale and issuance of the certificates; delegating authority to the Management Services Director of the City to determine certain matters and terms with respect to the foregoing; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this ordinance and ratifying all actions taken to further this ordinance; providing for severability, authority for clerical corrections, and establishing an effective date (**Certificate of Participation Debt Authorization - Pension COPS**)

Councilmember Whelan stated that this has been quite a process and she thanked leadership and Council for all the work on it.

Vice Mayor Shimoni asked Mr. Tadder to clarify the last statement of his email regarding the increased payment in 2034/2035. Mr. Tadder stated that it was the actuarial assumption to have the peak

payments in that budget year due to retirement status.

Moved by Councilmember Jamie Whelan, **Seconded by** Councilmember Jim McCarthy to read Ordinance No. 2020-17 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF RELATING TO THE FINANCING OF A PROJECT, SPECIFICALLY APPROVING PUBLICATION OF NOTICE OF PROPOSED LEASE OF LAND AND BUILDINGS FROM, AND LEASE-PURCHASE BACK OF SUCH LAND AND BUILDINGS TO, THE CITY AND REQUEST FOR BIDS IN CONNECTION THEREWITH; AUTHORIZING THE ACCEPTANCE OF A BID WITH RESPECT THERETO; APPROVING THE SALE AND EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION IN A LEASE-PURCHASE AGREEMENT TO PROVIDE THE NECESSARY FINANCING THEREFOR; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE CERTIFICATES; DELEGATING AUTHORITY TO THE MANAGEMENT SERVICES DIRECTOR OF THE CITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS ORDINANCE; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Austin Aslan, **Seconded by** Councilmember Regina Salas to adopt Ordinance No. 2020-17.

Vote: 7 - 0 - Unanimously

7. **Consideration and Adoption of Ordinance No. 2020-15:** An ordinance of the City Council of the City of Flagstaff, adopting a Public Safety Personnel Retirement System Contingency Reserve Fund Policy; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

An ordinance of the City Council of the City of Flagstaff, adopting a Public Safety Personnel Retirement System Contingency Reserve Fund Policy; providing for repeal of conflicting ordinances, severability, and establishing an effective date.

City Manager Clifton offered some additional thanks to the team at Stiefl. He addressed the expertise that the City received and acknowledged their assistance.

Moved by Councilmember Austin Aslan, **Seconded by** Councilmember Jamie Whelan to read Ordinance No. 2020-15 by title only for the final time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ADOPTING A PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM CONTINGENCY RESERVE FUND POLICY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Regina Salas, **Seconded by** Councilmember Jamie Whelan to adopt Ordinance No. 2020-15.

Vote: 7 - 0 - Unanimously

8. **Discussion:** When and how the City might negotiate an agreement to disallow short term rentals.

Evans suggested that staff could look into this as re-zonings come up on an case-by-case basis during development agreements.

Councilmember Odegaard thanked Councilmember McCarthy for bringing forward this FAIR item. He stated that this idea was brought to the City by a developer. He stated there are challenges regarding limiting short-term rentals due to Arizona state government preemption.

Councilmember McCarthy thanked staff for their expertise and stated that HOA rules could disallow short-term rentals. He suggested that the FAIR item be cancelled since there is an informal go forward process.

Councilmember Salas thanked Councilmember McCarthy for bringing the discussion forward. She stated that she appreciated the Mayor's direction of having staff bring this up as needed. She said that the Council needs to tread lightly on this subject due to Arizona law. Neighborhoods and HOAs and voluntary private agreements between owners can disallow short-term rentals.

Vice Mayor Shimoni expressed his appreciation of the topic and expressed his disappointment of the state's preemption.

Mr. Clifton commented that the state preemption is an evolving topic at the state house. He also mentioned that the staff is endeavoring to engage a third-party to inventory short-term rentals.

City Attorney Sterling Solomon added that the FAIR item could come off, but only if no one on Council objects.

Council supported the removal of the FAIR.

9. **Consideration and Adoption of Resolution No. 2020-09:** A resolution endorsing the declaration of a climate emergency for the City of Flagstaff, and requesting regional collaboration on an equitable transition and urgent mobilization efforts to restore a safe climate.

Sustainability Manager Nicole Antonopoulos gave a presentation to Mayor and Council on the Climate Emergency Declaration. Slides included:

- Discussion
- Background
- Rationale for Increased Action
- Climate Emergency Declaration
- CAAP GHG Emissions Goals
- The Climate Emergency
- Three Phases of Mobilization
- Climate Mobilization
- Flagstaff's Emissions
- Immediate Next Steps
- Preliminary Ideas
- Envision a Flagstaff that...
- Questions

Councilmember Aslan thanked Ms. Antonopoulos for her guidance and emphasized the urgency of addressing climate change, which remains a constant amidst the global pandemic and societal upheaval. He stressed that immediate action is needed, drawing parallels between flattening the COVID curve and taking steps to address climate change, which involves investment and difficult choices.

Councilmember McCarthy clarified that the goal of carbon neutrality is for the entire Flagstaff community, not just the city government. He expressed support for the initiative, acknowledging the challenges of meeting such ambitious goals in a short timeframe.

Vice Mayor Shimoni expressed excitement about the goal of carbon neutrality by 2030, praising Flagstaff's leadership and the opportunity to make bold changes.

Councilmember Whelan inquired about regional involvement in the plan and suggested reaching out to NACOG as a regional partner. Ms. Antonopoulos noted that the county and larger employers will be key partners, and regional cooperation will be vital.

Dara Marks Marino spoke on behalf of the community, emphasizing the importance of addressing climate change holistically and linking the health of the planet to the health of people. She urged decisions to be made based on what is right rather than financial considerations.

Mayor Evans expressed enthusiasm for the plan but also concern about the need to include marginalized communities, particularly youth, minorities, and those experiencing poverty. She highlighted the importance of making bold choices and addressing equity as part of the climate action plan.

Councilmember Whelan raised the idea of potentially using bonds to fund the initiative and asked about creative financing options. Ms. Antonopoulos indicated that everything would be on the table for funding, but the impact analysis would be needed before making final decisions.

Vice Mayor Shimoni and Councilmember Salas both supported including minority and impoverished communities in the plan, acknowledging the need for local, state, and federal action on climate change. Councilmember Salas also emphasized leveraging business leadership for innovation.

City Attorney Solomon confirmed that there was majority support on the Council to update the resolution's language to include youth, minorities, and people experiencing poverty. The suggested language was added to Section 5 of the resolution.

Moved by Councilmember Austin Aslan, Seconded by Councilmember Charlie Odegaard to read Resolution No. 2020-09 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY FOR THE CITY OF FLAGSTAFF, AND REQUESTING REGIONAL COLLABORATION ON AN EQUITABLE TRANSITION AND URGENT MOBILIZATION EFFORT TO RESTORE A SAFE CLIMATE

Moved by Councilmember Jim McCarthy, Seconded by Councilmember Charlie Odegaard to adopt Resolution No. 2020-09.

Vote: 7 - 0 - Unanimously

10. **Consideration and Adoption of Resolution No. 2020-41:** A resolution urging the Arizona Corporation Commission to adopt a statewide clean energy standard.

Sustainability Manager Nicole Antonopoulos gave a presentation to Mayor and Council regarding the Statewide Clean Energy Standard. Slides included:

- Statewide Clean Energy Standard
- Questions and discussion of Goal at 2030 or 2050

Vice Mayor Shimoni expressed full support for the goal of achieving carbon-free status by 2030, seeing it as an opportunity for Flagstaff to take bold action.

Councilmember Aslan emphasized the need for practical and achievable goals while showing leadership. He acknowledged that the state is not yet on track to meet a 2030 goal but urged for boldness in advocating for it.

Councilmember Odegaard agreed but felt the state might not be ready for such an ambitious target,

suggesting 2050 as a more realistic goal.

Councilmember McCarthy proposed a slightly less ambitious target, suggesting 2040 or 2035 instead of 2030.

Councilmember Whelan expressed support for McCarthy's 2040 suggestion and highlighted the importance of having a liaison to the Arizona Corporation Commission (ACC), drawing on successful collaboration experiences like with the ADOT Board.

Councilmember Aslan responded by noting that while the 2030 goal might feel arbitrary, the intention behind the language is to push for progress. He suggested that the state might consider adjusting its timeline and that Flagstaff should advocate for faster action, regardless of the state's current position.

Mayor Evans and Vice Mayor Shimoni both supported the idea of being bold in Flagstaff's actions and pushing the state to follow suit. They agreed that a focus on intention rather than a strict timeline would be a good compromise.

Councilmember Odegaard agreed, recognizing the city's goal while leaving the state's goal flexible.

Councilmember McCarthy proposed that the wording be worked on now and returned to the item later in the meeting. The majority of the Council agreed to table the discussion for the time being.

Moved by Councilmember Jim McCarthy, Seconded by Councilmember Austin Aslan to table Agenda Item #10 to the end of the Agenda.

Vote: 7 - 0 - Unanimously

Council resumed discussion. Ms. Antonopoulos presented the updated language.

Moved by Councilmember Austin Aslan, Seconded by Councilmember Jim McCarthy to read Resolution No. 2020-41 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, URGING THE ARIZONA CORPORATION COMMISSION ADOPT A STATEWIDE A CARBON-FREE CLEAN ENERGY STANDARD AS AMENDED

Moved by Councilmember Charlie Odegaard, Seconded by Councilmember Jamie Whelan to adopt Resolution No. 2020-41.

Vote: 7 - 0 - Unanimously

11. **Consideration and Adoption of Resolution No. 2020-40:** A Resolution of the Flagstaff City Council urging the United States Congress to pass carbon fee and dividend legislation.

Sustainability Manager Nicole Antonopoulos presented on behalf of a citizen's petition to Mayor and Council. Slides included:

- Carbon Fee and Dividend Legislation
- Questions

Shawn Newell expressed her gratitude to Council for hearing this issue and for taking climate action seriously and for their bold action. Tucson and Pima County also passed resolutions. She read a letter signed by 107 community members in support of this resolution to pass HR 736.

Moved by Councilmember Charlie Odegaard, Seconded by Councilmember Austin Aslan to read Resolution No. 2020-40 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL URGING THE UNITED STATES CONGRESS TO PASS CARBON FEE AND DIVIDEND LEGISLATION.

Moved by Councilmember Austin Aslan, Seconded by Councilmember Jamie Whelan to adopt Resolution No. 2020-40.

Vote: 7 - 0 - Unanimously

12. **Discussion and Possible Direction:** Re-Entry Plan and Temporary Use Permit Review Process

City Manager Clifton presented the Re-Entry Plan to the Council, explaining that the City is in Phase 2, with Phase 3 upcoming. He emphasized that the plan follows CDC guidelines, which have recently changed. The discussion included the issuance of Temporary Use Permits (TUPs) for private events on non-City properties, with permits based on health and safety criteria.

Senior Assistant City Attorney Christina Rubuclava clarified that TUPs are handled by the Planning Director, who assesses the health risks of events. The CDC's guidance now focuses on assessing event risk based on factors such as size, location, and attendee travel. There was a debate about how to evaluate these events, particularly regarding events on private property.

Kevin Ty, President of Youth Hockey Association, advocated for the opening of recreation facilities, emphasizing the need for safety plans.

The Council discussed the inconsistencies between City and County guidelines and acknowledged the need for better coordination with County Health on these matters. Some Councilmembers suggested hiring an external expert, like an epidemiologist, to guide the decision-making process.

The Council agreed to reach out to County Health for clearer guidelines, and if necessary, hire a consultant to help with public health decisions related to TUPs. The City Manager indicated that staff would work to expedite this process, possibly using emergency management funds.

The Council returned to item 10.

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

Councilmember Aslan expressed gratitude to the City staff, community, and fellow councilmembers. He raised a legal question regarding HB 2686, which preempts municipalities from dictating their own gas and propane policies. He questioned if there was a way to navigate the language of the law. Mr. Solomon agreed to look into the matter.

Councilmember Odegaard reported on an ADOT Board meeting, noting that the five-year plan would be postponed to the fall due to COVID-related revenue projections, but that projects were still in a tentative status.

Councilmember Salas requested that the reentry plan be kept as an ongoing agenda item and also asked for a discussion on indoor facilities.

Councilmember Whelan highlighted that commission meetings were not being streamed due to budget constraints and the recession plan. She also praised the Juneteenth celebration and suggested that the Southside community hold six public forums.

City Manager Clifton responded by confirming that the reentry plan would remain on the agenda and noted that streaming commission meetings was not feasible due to cost. He also provided an update on the Southside Community Association's de-escalation training, which had been approved in the budget, and said the city was in discussions to finalize costs with the association. Clifton added that there would be a roadmap for moving forward with these community matters.

14. **ADJOURNMENT**

The Special Meeting of the Flagstaff City Council held June 23, 2020, adjourned at 6:37 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on June 23, 2020. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 18th day of March, 2025

CITY CLERK

MINUTES

1. Call to Order

Mayor Evans called the Work Session of the Flagstaff City Council held November 24, 2020, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. Pledge of Allegiance and Mission Statement

The Council and attendees recited the pledge of allegiance and Councilmember Odegaard read the Mission Statement of the City of Flagstaff.

MISSION STATEMENT

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

3. Roll Call

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

PRESENT:

ABSENT:

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

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or

more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

Marking and Media Relations Manager at Discover Flagstaff Lori Pappas addressed Mayor and Council regarding the Giving Advent Box program that is being sponsored by Flagstaff Local for the Flagstaff Family Food Center. Promotion of the event will begin Black Friday and run through December 20th.

Michael Horn addressed Mayor and Council regarding COVID-19. He stated that the information he and his group has collected has been suppressed.

5. Review of Draft Agenda for the December 1, 2020 City Council Meeting

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

Mayor Evans requested an executive session to receive legal advice regarding the Red Gap Ranch grazing lease.

She motioned to adjourn to executive session with a second by Councilmember Whelan. All were in favor.

Council recessed into Executive Session at 3:08 p.m.

The Work Session resumed at 3:37 p.m.

6. Flagstaff Arts Council Annual Update

Beautification, Arts, and Sciences Manager Eliza Kretzmann introduced the Director of the Flagstaff Arts Council, Jonathan Stone. He presented the annual update to Mayor and Council. Slides included:

- About Flagstaff Arts Council
- Use of BBB Funds FY20
- General Operating Support Grants
- Project Grants
- Thank You Video
- COVID Relief Efforts
- Draft Strategic Plan
 - Stakeholder-Driven Process
 - Guiding Principles
 - Key Differences
 - Anticipated 2021 Outlook

Councilmember Odegaard commented on the resilience of non-profits and asked Mr. Stone to speak about establishing an arts funds. Mr. Stone replied that they have reason to believe that individual giving in Flagstaff to arts and culture lags behind the rest of the state. They are looking at United Arts Funds where they build aggregate fundraising campaigns to see if the money raised could grow and if they can build a culture of giving to the arts. This may add professional staff and defining campaigns in the future that stress giving to the arts annually.

Vice Mayor Shimoni asked Mr. Stone what can be done to lower the barriers for other cultures and the youth to be involved in events that are put on by the Flagstaff Arts Council. Mr. Stone stated that the plan was created by a diverse group and the plan is a framework that can be manipulated for cultural equity. He used the Dark Sky Festival as an example and discussed how to represent diverse groups of individuals in grant-making.

Councilmember Whelan stated that she looks forward to seeing this plan implemented and expressed her gratitude for their work.

Mayor Evans thanked Mr. Stone and the Arts Council for their presentation.

7. Lived Black Experience Strategic Plan

City Manager Greg Clifton introduced the Black Lived Experience Community Coalition. Southside Community Association Executive Director Deborah Harris presented the outcomes of six virtual forums and focus groups designed to provide information regarding the Black Lived Experience of Flagstaff residents and a Strategic Plan on forging a path forward to Mayor and Council.

Slides Included:

- Land Acknowledgement
- Introduction
 - Program History
 - Program Purpose
 - Program Partners
- Program Design
- Program Outcomes: What Did We Hear?
- Program Strategies
- Goals
- Strategy Sample
- LBE Community Dialogues
- Conclusions

Councilmember Odegaard expressed his gratitude to the presenters. He asked when the Strategic Plan will come before Council as an action item. City Manager Greg Clifton stated that it is prepared to be queued up for action as soon as the next Council meeting.

Vice Mayor Shimoni also expressed that the plan is excellent. He commented about the "Flagstaff's Forgotten People" and said that they need to be addressed, he commented about city leadership and community buy-in. He stated that he would like to see the plan brought back at the next meeting and there to be regular updates. He also addressed the importance of the Murdoch Center and other black community hubs and suggested adding the Green Book to the in-development Flagstaff Resource Guide.

Ricardo Guthrie spoke in support of the strategic plan.

Vice Mayor Shimoni asked Dr. Guthrie to speak more about structural racism. Dr. Guthrie spoke about the racism in job sites. Most of the jobs that are here are structured for people who have the same belief and cultural backgrounds. Vice Mayor Shimoni also asked Dr. Guthrie to speak about the black lumberjacks and the buffalo soldiers. Guthrie stated that historically we were part of the western expansion. They made a living working as a lumberjack and they could make their own home out of the lumber they created. Louie the Lumberjack, as he is now known, does not take this history into account.

Written comments in support of the Lived Black Experience Strategic Plan were submitted by Chris Gunn and Dr. Tracye Moore.

Councilmember Whelan expressed her gratitude for the work that went into the moment that moved everyone into action. The Coalition is leading the journey and Council is here to support them and not to direct them. Councilmember Whelan stated she would like to see the Strategic Plan come back next week for approval.

Councilmember Salas expressed her gratitude. She stated that she is in support of having the Strategic Plan next week's meeting agenda and that she is in favor of implementing the plan.

Councilmember Aslan stated he is supportive of the plan and expressed his gratitude to the Coalition.

He stated that he hopes that Flagstaff's black community feels like it has an ally in City Council.

Councilmember Odegaard stated that he supports bringing the plan back for formal review next week as did Councilmember McCarthy.

A break was held until 5:05 pm

Economic Vitality Director Heidi Hansen stated that Discover Flagstaff is working on including the Green Book in the Resource Guide that Vice Mayor Shimoni mentioned, and they will continue to update Council on incorporating the Black Lived Experience in the Discover Flagstaff materials.

Mayor Evans thanked the Coalition and thanked the Council for their support.

8. Discussion about property maintenance requirements outside of Title 6 Police Regulations & Title 7 Health and Sanitation

Community Development Director Dan Folke assisted Mayor and Council on a discussion about property maintenance requirements and reviewed past decisions on property maintenance. He discussed the work on property maintenance including discussions with the Neighborhood Liaison, the Indigenous Coordinator, and the Dark Sky Ambassador. He also noted new animal keeping regulations and moving the Code Compliance team under Building Safety.

Jesse Dominguez from the Plaza Vieja Neighborhood Association addressed Mayor and Council and stated that they want something that would address complaints and standardize standards.

Councilmember Whelan asked Mr. Dominguez how neighborhoods and the elderly are affected by items that are safety hazards and that they cannot move. Mr. Dominguez stated that they have a neighborhood association cleanup day that assists with taking items to the dumpsters if needed.

Councilmember Salas asked Mr. Dominguez if he is interested in moving forward with this discussion with other neighborhoods. He stated the League of Neighborhoods is inactive at the moment, but he would be interested in re-instating it. He says that the absentee landlords are usually not interested in joining discussions due to them not seeing the issues on a daily basis like residents do. He also states that communities with HOA's typically regulate well, and do not need these discussions.

Ms. Deborah Harris addressed Mayor and Council and stated that she was a part of the Southside Community Association when they formed the League of Neighborhoods and they started discussing this fifteen years ago. She is supportive of a property maintenance ordinance.

Councilmember McCarthy stated that the reason this did not get anywhere previously was that it was perceived that this would be like a nanny-state. He stated that he supports moving this forward, but that it cannot be done in a way that provides for a nanny-state.

Councilmember Salas stated that she would like to see the item move forward and would like to involve the League of Neighborhoods and if some of the conversation could occur in a few weeks in conjunction with the League of Neighborhoods update.

Councilmember Odegaard also spoke about the past discussions of overreach of a Property Maintenance Ordinance. He would like to see this item move forward.

Mr. Clifton stated that at least two of the three neighborhoods in the League will be at the update and that staff can add this discussion to that meeting.

Mayor Evans stated this discussion has been ongoing since at least 2008 and there are tools to address this. The neighborhoods are bringing up issues that affect quality of life and health and safety.

The Council was in favor of moving this forward.

9. Discussion and Consideration for future action of an emergency resolution declaring a housing crisis in Flagstaff

Housing Director Sarah Darr provided a presentation to Mayor and Council on a draft Housing Crisis Resolution in response to a Citizen's Petition.

Slides Included:

- Overview
- Housing Crisis Declaration
 - Timeline
- Citizen's Petition
- Draft Housing Crisis Resolution
 - Why declare a housing crisis
- Recent Housing Data
- Recent Importance of Housing and "Home"
- Declaring a Housing Crisis
- What does the Resolution do?
- What's Next?

Tyler Denham and Devonna McLaughlin addressed Mayor and Council in support of the resolution.

Councilmember Aslan added that he has concerns about the confluence of this matter with the Climate Emergency declared that summer. He is concerned about priorities. He stated that he does not believe that the City is in the position to declare another emergency. However, he stated that he believes that the City can tackle both problems.

City Attorney Solomon stated that the Climate Emergency Resolution does contain the word "emergency" and clarified that the Housing Resolution does not have the same designation.

Ms. Darr highlighted the language contained in the resolution. Housing staff did talk to Sustainability staff on how both resolutions could work together.

Councilmember Odegaard stated that he does not see a conflict in the two resolutions.

Councilmember McCarthy proposed an amendment to the draft resolution. He suggested adding a new sentence in Section 2 preceding the plan elements that reads:

"The plan elements will also include ways the City can encourage more housing construction by the private sector, especially for reasonably-priced housing, and more occupancy by local residents."

Vice Mayor Shimoni thanks everyone working hard to get people into housing. He sees this as a crisis/emergency and the status quo is not working. If it continues we will become the next Aspen or Vail and that is not the Flagstaff that is envisioned.

Councilmember Whelan stated that she is interested in hearing specifics on how the two emergencies would push up against each other. She stated that she believes the housing crisis is an emergency.

Councilmember Aslan stated that he would not be in favor of the resolution if it includes Councilmember McCarthy's new language.

Councilmember Salas does not care for the verbiage, but there is obviously a need to address housing. She does not believe declaring a housing crisis is not mutually exclusive with the climate emergency. They are interdependent. She would like to see this move forward.

Councilmember Aslan clarifies that he does not believe that the housing crisis and the climate crisis are mutually exclusive. But he thinks the solutions to these problems carry conflicting issues.

A break was held from 6:57 pm Break through 7:10 pm.

Mayor Evans stated that she is an advocate for affordable housing. Mayor Evans stated there has been 11 plans to address affordable housing. She asked Ms. Darr about the 2,070 families that are on the waiting list for affordable housing and what is the longest time a family has waited on the list. Ms. Darr stated that it has been many years. There is a gentleman that has been waiting for a one-bedroom apartment for about ten years. Mayor Evan feels that the community has become apathetic to the issue of affordable housing. It is an emergency for the 40% who are cost burdened. She defines Sustainability as programs, initiatives, and actions that are aimed at the preservation of a particular resource. Sustainability refers to four areas: social, economic, environment, and human. She feels that environment has been championed in Flagstaff, but we have failed at the human aspect. She agreed with the added verbiage from Councilmember McCarthy.

Vice Mayor Shimoni stated support and that he supports Councilmember McCarthy's edit.

Councilmember Aslan is not supportive due to the overuse of emergency declarations. He does not inherently disagree with the necessities in the resolution.

Councilmember Salas and Councilmember Whelan noted their support.

The Resolution will come back to Council next week and an executive session will be added to the calendar.

10. Re-Entry Plan Update and Possible Direction from Council

Deputy City Manager Shannon Anderson, Indigenous Coordinator Rose Toehe, and Economic Vitality Director Heidi Hansen presented the most recent data and the safety protocols. They shared a Re-Entry Plan recommendation for consideration by Mayor and Council.

The slides of the presentation included:

- The Data
 - CCHHS: COVID-19 Weekly Cases
 - CCHHS: COVID-19 Daily Cases
 - CCHHS: Hospital Admissions
 - CCHHS: COVID-19 Related Deaths
 - CCHHS: Community Transmission
 - ADHS Dashboard
 - NAH: Hospital Census
 - Indigenous Nations Data
- Encouraging Safety Protocols
 - Small Act -- Big Deal and Proper wearing of a face covering
 - Digital Billboards
 - Banners
- Re-Entry Plan Recommendations
 - City's Monitoring Criteria
 - Re-Entry Plan Recommendations
- Council Discussion
- Indigenous Nations Update
 - Navajo Nation
 - Hopi Tribe

Steve Finch, President and CEO of the Northern Arizona Lodging, Tourism, & Restaurant Association, expressed concerns about rising COVID-19 cases while supporting mask enforcement and opposing further business restrictions. Mayor Evans clarified that the Re-entry Plan does not involve businesses, and Ms. Anderson noted that state regulations limit cities and towns from imposing stricter measures than the Governor's orders.

Written comments in support of keeping Jay Lively open were submitted by Steve Palmer and Bradley

Mihalik.

Vice Mayor Shimoni requested a moment of silence for COVID-19 victims and advocated for keeping the Jay Lively Ice Rink open, despite considering a rollback to Phase II of the Re-entry Plan. City Manager Clifton and Recreation Manager Jon Wilson reported that the rink's COVID-19 protocols were effective, with limited interactions and minimal public participation.

Councilmember Salas sought clarity on how similar amenities were handled by the County, while Councilmember Aslan expressed satisfaction with the City's mask compliance and supported keeping the rink open. Mr. Clifton recommended moving back to Phase II while maintaining regional consistency. Councilmember Odegaard and others also favored keeping the rink open, citing successful protocols.

Councilmember Whelan supported the staff's recommendation but stressed the importance of keeping the rink open to prevent people from traveling to Phoenix. She also inquired about expanding wifi access for students and others in need. Library Director Jared Tolman confirmed that efforts were underway to extend wifi coverage outside public buildings.

Councilmember Salas supported a return to Phase II with conditions, including keeping the rink open and receiving updates on special event permits. Mayor Evans agreed with the City Manager's recommendation and inquired about reopening public restrooms, to which Ms. Hansen explained the challenges due to freezing conditions.

City Manager Clifton concluded by thanking the Mayor and Council, noting that this would be a regular agenda item.

11. Public Participation

None.

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

Councilmember Whelan attended the ADOT Community Forum and emphasized the importance of the Milton Corridor's Bus Rapid Transit system, highlighting the need for signal accommodations to support transit.

Councilmember Salas thanked those who donated to the Flagstaff Family Food Center (FFFC), raising over \$35,000 for the food drive.

Vice Mayor Shimoni expressed gratitude for the FFFC efforts, mentioned the Giving Advent Box program, and acknowledged the Arizona Board of Regents' cancer-free status. He also thanked Bill Ring and an NAU student group for their contributions.

Councilmember Odegaard shared a story about a customer who donated to FFFC after watching Council videos.

City Manager Clifton encouraged viewing the latest GCTV content, and shared that he forwarded an email regarding the shelter from Ross Altenbaugh. He wished everyone a happy Thanksgiving.

Mayor Evans thanked Johnny Mack, owner of Hotel Du Beau, for allowing filming there. She mentioned a video on the Green Book, set to be released by December 10, 2020 and an upcoming W.C. Riles dialogue on December 9, 2020.

13. Adjournment

The Work Session of the Flagstaff City Council held November 24, 2020, adjourned at 8:52 p.m.

ATTEST:

MAYOR

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the meeting of the Flagstaff City Council held December 12, 2023, to order at 3:04 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

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

Mayor Daggett reordered the agenda to take Item 7 before Item 4.

4. Public Participation

Public Participation enables the public to address the council about items that are not on the prepared agenda. Public Participation appears on the agenda twice, at the beginning and at the end of the work session. You may speak at one or the other, but not both. Anyone wishing to comment at the meeting is asked to fill out a speaker card and submit it to the recording clerk. When the item comes up on the agenda, your name will be called. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone to have an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

The following individuals addressed Council in support of leaving the Carbon Neutrality Plan as written:

- Sally Tyrrell
- Travis Bruner
- Stefan Sommer
- Sat Best
- Valarie Bryant
- Olivia Dunn
- Talyne Corlyn
- Mark James
- Megan Quinn
- Ted Martinez
- Jordyn DeMaio
- Gwen Waring
- Cherrie Smith
- Jill Stephenson
- Amy Wolkowinsky
- Bill Dunnett
- D. Troy Levitt
- Malcolm Calder
- Susan Rose
- Pat Ellsworth
- Paul Beier
- Dara Marks Marino
- McKenna Marino
- Lucia and Scarlett Morales
- Aneeka Bippus
- Leah Mundell
- Bert Harker-Road
- Susan Shapiro
- Kevin Hayes
- Peggy Chaikin
- Laura Nicholson
- John Fegyveresi
- Sam Wiley
- Carly Pierson
- Lyla Yango

Written comments in support of the existing Carbon Neutrality Plan were submitted by Annette Nystedt, Melinda Bell, and Kathleen Flaccus.

Malene Comes and Makaius Marks each addressed Council in opposition to the anti-camping ordinance.

Dapper Dre addressed Council and called for a moment of silence for Leanna Skoo, Joanna Wheaton, and all the people who died by motor vehicle violence. He also spoke about pedestrian and bicycle

safety infrastructure.

Dennis Givens addressed Council about plant-based diets and encouraged people to eat more vegetables.

Written comments were received from Sharon Bodine, Joan Dewey, about concerns with homelessness.

A break was held from 5:21 p.m. through 5:42 p.m.

5. **Review of Draft Agenda for the December 19, 2023 City Council Meeting**

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

None.

6. **City Manager Report**

Mr. Clifton briefly reviewed his report.

7. **Economic Impact of Coconino Community College**

Coconino Community College President Dr. Eric Heiser provided a PowerPoint presentation that covered the following:

WHAT IS AN ECONOMIC IMPACT ANALYSIS
WHAT IS AN INVESTMENT ANALYSIS
ABOUT COCONINO COUNTY
CCC IN FY 2021-2022
OVERVIEW OF RESULTS
ECONOMIC IMPACT ANALYSIS
STUDENT AND EMPLOYEE IMPACT
TOTAL IMPACT
INVESTMENT ANALYSIS
STUDENT PERSPECTIVE
TAXPAYER PERSPECTIVE
SOCIAL PERSPECTIVE

Councilmember Matthews thanked President Heiser for CCC's commitment to the community.

Councilmember McCarthy asked President Heiser about the curriculum at CCC and if there were classes that were non-technical that stressed how to address social and workplace issues. President Heiser stated that classes placed significant emphasis on the work-ready skills that the business community needed. He added that work-ready skills were also included in certificate programs as well as in general education to create well-rounded students.

Vice Mayor Aslan thanked President Heiser and asked him to highlight the partnership between CCC and the city. President Heiser addressed the Lowes grant that came about because of the partnership with the city and Habitat for Humanity to build the walls for the Tiny Homes Project. He also spoke about the alliance with the City, the County, and Mountain Line and addressed the new diesel tech/mechanic program that will be housed at the new Mountain Line service facility.

Councilmember House asked about the shift in community colleges to be more akin to four-year degree programs and CCC had a very strong focus on technical degrees and community focus. President Heiser stated that the community needs were different in Coconino County and that he had never seen a partnership as strong as the partnership between CCC and NAU to meet those needs. He added that the partnership with FUSD was also unique and growing.

Councilmember Sweet thanked President Heiser and stated that she sees the shift in CCC.

Councilmember Harris thanked President Heiser and asked how they were preparing students to work with people who look different. President Heiser stated that the college was a majority-minority institution. He added that the curriculum stressed diversity of thought and that the student population influenced the diversity of thought and experience in addition to the classroom learning.

8. Flagstaff Climate Equity Atlas Research

Sustainability Division Climate Vulnerability and Resilience VISTA Gracie Rechkemmer introduced Graduate Students in the Climate Science and Solutions Program Esraa Abdelkader, Tongayi Mwedzi, and Dwayne Canfield who provided a PowerPoint presentation that covered the following:

EQUITY IN THE CARBON NEUTRALITY PLAN
HOW DO OTHER CITIES OPERATIONALIZE EQUITY?
WHAT IS AN EQUITY ATLAS?
HOW COULD AN EQUITY ATLAS BE USED IN FLAGSTAFF?
NAU RESEARCH
WHERE ARE WE NOW?
FLAGSTAFF CLIMATE EQUITY ATLAS RESEARCH
CLIMATE SCIENCE AND SOLUTIONS COHORT 2023
STORY OF THE THREE LANDS
WHAT IS AN EQUITY ATLAS?
CLIMATE EQUITY ATLAS RESEARCH GOALS
LITERATURE REVIEW
GIS DATA AND MAPPING PROCESS
DATA CAUTIONS AND GRADING
FLOOD PLAINS AND MEDIAN HOUSEHOLD INCOME
CENSUS BLOCKS WHERE MEDIAN AGE IS OVER 65 OVERLAID ON HOUSING UNIT RISK FROM WILDFIRE
PROXIMITY TO MOUNTAIN LINE BUS ROUTES
PROXIMITY TO FLAGSTAFF PARKS AND OPEN SPACES
FLAGSTAFF CLIMATE EQUITY RESEARCH STORY MAP - ONLINE
RECOMMENDATIONS
CONCLUSION
PROJECT OUTPUTS

Councilmember House thanked the students for their work and stated that she was struck by the transit map. She asked if impact forecasting was a part of the study and if there are any built-in ways to map in equity when the ideas are implemented. Mr. Canfield fielded the question and referred to the need to collect more data once implementations are done.

Councilmember Harris asked how long the students have been in their graduate studies. Mr. Mwedzi stated that the cohort consisted of a mixed group, and Councilmember Harris complimented them on their research. Councilmember Harris commented that the city needs to think about where housing was being placed and that it needs to not be placed in historically underrepresented communities. She added that it would be helpful to have specific examples and that she would like to see the work presented in the presentation continued. She addressed the Story Maps and stated that they are very important for people to understand the issues. Councilmember Harris ended by saying that the issues are social justice issues, and that Council needed to not be afraid to talk about them through the process.

Councilmember Matthews also complimented the presentation and the students. She asked about the housing unit risk and expressed concerns about how to communicate resources to people who may not have access to the internet.

Mayor Daggett echoed the sentiments of the rest of Council and spoke about the partnership with NAU and how it is great to use the partnership to inform policy.

9. Design of pickleball courts at Bushmaster Park.

Assistant Parks, Recreation, Open Space, and Events Director Amy Hagin provided a PowerPoint presentation that covered the following:

DESIGN OF PICKLEBALL COURTS AT BUSHMASTER PARK
HISTORY AND COUNCIL DIRECTION
CHANGES TO THE ORIGINAL CONTRACT
PREVIOUS CONTRACT
NEW CONTRACT WITH LOGAN SIMPSON DESIGN, INC.
DUE DILIGENCE ON DESIGN
CONCEPT DESIGN
1 FOR 1 TREE REPLACEMENT
NEXT STEPS
CURRENT VERSUS POST-CONSTRUCTION MANAGEMENT BY PROSE

Councilmember Harris asked about the dual-striped pickleball courts. She asked what would happen if pickleball players got on the courts. Ms. Hagin stated that the play would not be permitted and that citizens could contact the Parks Department which would ask them to leave.

Councilmember Matthews asked about a noise abatement wall. Ms. Hagin stated that the contract in May did not contain noise abatement so there was no noise abatement included. Without a noise study, there was no standard for noise reduction. Councilmember Matthews stated that she would like to ensure that noise abatement was included in future designs such as trees and bushes. Parks, Recreation, Open Space, and Events Director Rebecca Sayers stated that the trees being added to the area and moving the courts north would add noise abatement.

Councilmember House thanked Ms. Hagin for the attention that had been put into the project.

Councilmember Sweet expressed her gratitude and asked if the new plants would need irrigation. Ms. Hagin stated that irrigation would be needed, but that it could easily be brought to the area with little expense due to its existing proximity.

Councilmember McCarthy asked about noise mitigation and stated that he did not think that the trees were enough and that a noise mitigation wall should be installed.

Councilmember Harris added that there was no way to satisfy everyone when it comes to installing the pickleball courts. She also stated that the maple trees proposed grow very large and they are impressive.

Councilmember McCarthy spoke about the history of a previously proposed pickleball court that was not created near the old Public Works Yard.

10. Public Works Streets Section Snow Operations Presentation and Discussion

Public Works Streets Section Director Sam Beckett provided a PowerPoint presentation that covered the following:

PRESENTATION OBJECTIVES
STREETS SNOWPLOW FLEET
STREETS STAFFING

Mayor Daggett asked about the comparison between last year's vacancy rate and this year's vacancy rate. Mr. Beckett stated that last year the vacancy rate was about 30% and this year the vacancy rate sits at about 50%.

SNOW SHIFTS - EQUIPMENT AND STAFFING
DAY SHIFT
NIGHT SHIFT
GRADER/LOADER SHIFT

STREETS SNOW RESPONSE POLICY
STREETS - SNOW PLOWING PRIORITIES
STREETS RESPONSIBILITIES
DAY TIME SNOW DEVIATIONS
POST EVENT
STREETS STRATEGIC VISION AND GOALS

Councilmember Harris asked about the staff vacancy rate and what the problem was in regards to hiring people for the positions. Mr. Beckett stated that there were a number of retirements, pay had been an issue for technicians, and that offers have been declined due to compensation. Mr. Beckett added that discussions were ongoing regarding compensation at the city. Councilmember Harris asked if people who were being hired come from the Flagstaff area and Mr. Beckett replied that there were requirements that employees must live within 30 miles of the city, but that the requirements were being pushed to include people who live further away. City Manager Clifton added that there were similar vacancy rates across the organization, although the Streets Division is a bit higher than the rest of the organization. He added that the minimum wage was cutting into the candidate pool since it was a very physically demanding job. Public Works Director Scott Overton added that there was a reliance previously on private organizations having an "off-season" for their employees to join us as contractors, but that seems to not be the case any longer. He added that there will always be a reliance on temp workers for snow operations.

Councilmember House thanked Mr. Beckett's team for the creative thought they put into the program. She asked about the challenges of the parking enforcement and the parking restrictions. Mr. Beckett stated that the parking ordinance helped staff since they can ask for cars to be moved. They do not have that ability during the daytime. Moving forward, they will not attempt to go down any route that is too narrow due to parked cars during the day. They are working on public education with Public Affairs. Police Chief Dan Musselman added that the Police Department handed out warnings for the first two weeks of the ordinance period and that they are now in the citation period. During a snowstorm, they will try to contact the owner of the car to have it moved, but they will tow the car if they cannot contact the owners.

Mayor Daggett asked if parking aides or someone from ParkFlag could help out the Police Department with parking citations. Chief Musselman stated that ParkFlag was used for daytime operations downtown, but that the Police Department uses their police aides for more assistance in the evenings during snow events.

Councilmember Matthews stated that she was worried about the 50% vacancy rate. She asked what plans there were to communicate with the public about the struggle with staffing issues. Mr. Beckett stated that the Streets Department hosted their first stakeholders meeting the prior week where they ran through the presentation. Mr. Beckett stated that the expectations from the Snow Operations Manual would be distributed by the Public Affairs team.

Councilmember Sweet stated that she did a few ride-alongs last year. She asked how the Streets Department would address the bike lanes. Mr. Beckett stated that the department has not heard a lot from the public regarding the bike lanes regarding the transitions that they had implemented. He added that they would not be able to service the curbed areas, but that he would present more information at a future meeting in January 2024. He added that the transition phase had seemed to go well. Councilmember Sweet added that it would be good to get that information out to the biking community now.

Councilmember McCarthy asked about the predictions of the snow season in comparison to the prior year. Mr. Beckett stated that staff was hopeful to see a balanced snow year, but that the National Weather Service stated that there would be more precipitation and it would be cold. Councilmember McCarthy also asked about getting cinders off of the bicycle and pedestrian lanes and removal of snow off the FUTS trails. Mr. Beckett stated that the cinders were best removed by the big street sweepers, but that the curbed bike lanes made that difficult. He added that the main arterials and hills get serviced first. It does take a long time to get to the bicycle arterials.

Mayor Daggett stated her appreciation and asked about plows pushing snow back onto the sidewalks

and if there was any effort to ensure that the snow would not be pushed onto the sidewalks. Mr. Beckett stated that they train plow drivers to leave space, especially in the corners, and that they understand where the curbs are. They try to avoid the impacts as best as they can and to get into the communities faster.

Keith Becker addressed Council regarding sidewalks. He stated that 75% to 90% sidewalks were useless after a winter storm and 95% were useless for wheelchair users. He stated that there is a need for enforcement of the sidewalk care. He added that there is a need for education of the public and education for the plow drivers. He stated that the berms on corners limits mobility for disabled sidewalk users.

11. Water, Wastewater, Reclaimed Water Rate Study Presentation 1 of 2 on Capacity Fees and Misc. Fees Presentation from Stantec

Water Resources Manager Erin Young and Carol Malesky from Stantec provided a PowerPoint presentation that covered the following:

AGENDA
SCOPE OVERVIEW
CAPACITY AND MISCELLANEOUS FEES: OVERVIEW
LEGAL GUIDANCE
CAPACITY FEE APPROACH OVERVIEW
CAPACITY FEE APPROACHES
CURRENT CAPACITY FEES
CAPACITY FEE OPTIONS
CAPACITY FEE COMPARISON

Mayor Daggett stated that she has been asked why the capacity fees were so high. She stated that she understood that the city was only charging what it takes to deliver the service. Ms. Malesky stated that the cost is only for the infrastructure over ten years and does not cover maintenance or improvements. The infrastructure fee was set in 2016. Mayor Daggett stated that every ten years, the city then needed to estimate the increase in cost so that they do not charge future developments for the past costs. Ms. Malesky confirmed that.

LIST OF MISCELLANEOUS FEES UNDER REVIEW
MISCELLANEOUS FEE PROCESS
COST-OF-SERVICE ANALYSIS: OVERVIEW
CITY OF FLAGSTAFF WATER AND SEWER RATES
HOW MANY CUSTOMERS WE HAVE - WATER SYSTEM
FY 2023 INSIDE-CITY WATER CONSUMPTION AND CURRENT RATES
SEWER RATES
HOW MANY CUSTOMERS WE HAVE - WASTEWATER SYSTEM
FY 2023 WASTEWATER CONSUMPTION AND CURRENT RATES
RECLAIMED WATER
HOW MANY CUSTOMERS WE HAVE - RECLAIMED WATER
FY 2023 RECLAIMED WATER CONSUMPTION AND CURRENT RATES
HISTORICAL NUMBER OF RESIDENTIAL WATER BILLS PER 1,000 GALLONS

Mayor Daggett asked what some categories were of outside city water users. Ms. Young stated that there were some HOAs that the city sold water to and that it was not super common.

COST-OF-SERVICE ANALYSIS: OVERVIEW
COST ALLOCATION FACTORS
ALLOCATE WATER SYSTEM COSTS TO FUNCTIONS
ALLOCATE WASTEWATER SYSTEM COSTS TO FUNCTIONS
TREATMENT PROCESS FLOW - WILDCAT HILL
NEXT STEPS

Mayor Daggett asked where the public could weigh in on the different options. Ms. Young stated that the public could attend Water Commission and City Council meetings, call staff, and go to www.cleanwater.com. Ms. Young added that there would be additional public meetings in the future. Mayor Daggett asked if the final decision would be made in January or if that would be just suggestions. Ms. Young stated that options would be presented in January and final decisions would be made in May or June.

Councilmember McCarthy addressed how the fee structure was investigated previously and spoke about the volatility of the fee when it is based on a variable rate.

Councilmember Harris asked Ms. Young to explain the Sustainability fee and the Wildland Resources Protection fee. Management Services Director Rick Tadder stated that the Wildland Resources Protection Fee went to forest thinning and infrastructure for forest protection. He added that the Sustainability fee goes towards the Sustainability function. He indicated that the municipal bill was not just a water bill and that trash service, taxes, and fees were also included. The consumption and the fees are a way to gather revenues to collect fees and is a mechanism that ties into your water bill. City Attorney Solomon added that these fees are not related to water.

12. Public Participation

William Tyler Head addressed Council about nuclear weapons. He stated the International Campaign to Abolish Nuclear Weapons (ICAN) Cities Appeal and added that a citizen's petition regarding the appeal would be on a future agenda. He stated that he would attend the meeting on December 19, 2023, to speak on the agenda item.

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

Councilmember McCarthy shared that he attended the Transportation Commission meeting, and they had a presentation from Engineering on the speed limit on Butler. They also spoke about the engineering standards which will come to Council for formal approval. He added that he is no longer able to serve as a chair for MetroPlan and Councilmember Sweet is now the Vice Chair.

Councilmember Harris stated that the Newtown Remembrance at the Murdoch Center would be later that week.

Councilmember Matthews shared that she enjoyed serving the senior community at the Joe C. Montoya Senior Center.

Mayor Daggett shared that she had a meeting with staff regarding the snow heroes' program. She also shared a reminder about the Toys for Tots boxes, and pointed out one is at City Hall.

14. Adjournment

The Work Session of the Flagstaff City Council held December 12, 2023, adjourned at 9:15 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. CALL TO ORDER

Vice Mayor Aslan called the meeting of the Flagstaff City Council held January 16, 2024, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

ABSENT:

MAYOR DAGGETT (virtual, arrived at 3:43 p.m.)
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS (virtual)
COUNCILMEMBER HOUSE (virtual)
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

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

Jill Stevenson addressed Council regarding climate change and encouraged the Council to consider the Carbon Neutrality Plan in all their decisions.

Library Director Linda Tillson addressed Council and introduced the new Deputy Library Director Demarus Hill. Ms. Hill introduced herself and shared that she was excited to be a part of the team.

5. COUNCIL LIAISON REPORTS

Councilmember Sweet reported that the Beautification and Public Art Commission would be honoring the projects of the Beautification in Art grant recipients at an event at the Coconino Center for the Arts. There would also be an Arts, Science, and Culture award grantee celebration later in the month. She also reported that the MetroPlan community painting event for the Cheshire Slow Street Asphalt Art project was scheduled for May 18, 2024. The project demonstrates a great collaboration between the city staff, the Beautification and Public Art Commission, and MetroPlan. Lastly, she reported that she would be attending the Water Commission meeting.

Vice Mayor Aslan reported that he attended the annual Tourism Commission retreat; there was a lot of discussion about priorities and budgetary considerations for tourism. The commission also welcomed new commissioners to the team.

Councilmember Harris reported that the Open Spaces Commission meeting would be held on January 22, 2024 and they would be discussing access through city owned property on Observatory Mesa.

Councilmember Matthews reported that the CJCC met the prior week and that she continued to be impressed with the great work of the group. They received a presentation regarding transparency and efforts to identify where improvements could be made throughout the criminal justice system.

6. APPOINTMENTS

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

A. Consideration of Appointments: Water Commission

Moved by Councilmember Deborah Harris, seconded by Councilmember Miranda Sweet to appoint John Nauman to a term expiring December 2026.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Khara House, seconded by Councilmember Miranda Sweet to appoint Kurt Riegelman to a term expiring December 2026.

Vote: 6 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to appoint Robert Dilday to a term expiring December 2026.

Vote: 6 - 0 - Unanimously

Moved by Mayor Becky Daggett, **seconded by** Councilmember Jim McCarthy to appoint Robert Vane to a term expiring December 2025.

Vote: 7 - 0 - Unanimously

7. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

A. Consideration and Action on Liquor License Application: Matthew Patrick Dyer, "Southside Tavern," 117 S. San Francisco, Series 06, Owner Transfer.

Vice Mayor Aslan opened the public hearing.

Police Lieutenant Kevin Sapp introduced the application and noted no concerns.

Councilmember McCarthy noted that the Council had been discussing bar noise issues and he encouraged the applicant to work with the neighbors regarding noise mitigation.

There being no public comment, Vice Mayor Aslan closed the public hearing.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to forward the application to the State with a recommendation for approval.

Vote: 6 - 0 - Unanimously

8. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the Consent Agenda as presented.

Vote: 6 - 0 - Unanimously

A. Consideration of Appointments: On-Call Magistrates for the Flagstaff Municipal Court.

Approve the reappointment of Honorable Russell Hughes and Honorable Lewis Levin as On-Call Magistrates to the Flagstaff Municipal Court.

9. ROUTINE ITEMS

A. Consideration and Adoption of Ordinance No. 2024-01: An ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for a Flagstaff Urban Trail System alongside the Rio de Flag Flood Control Project; providing for delegation of authority, repeal of conflicting ordinances, severability, corrections, and establishing an effective date

Transportation Planner Martin Ince displayed plan maps and an aerial photo of the project. He acknowledged the concerns about the acquisition from property owners. He clarified that the ordinance was the first step in the process and provided authorization for acquisition. The authorization was necessary for staff to begin meeting with property owners to negotiate, work through design options, and work toward an agreement. Councilmember McCarthy also noted that

the ordinance did not authorize eminent domain and if it came to that, the matter would come back to Council for discussion and further action.

Justin Clifton addressed Council with concerns about the acquisition and that it would impact the day-to-day operations of his business. He requested that the action be postponed to allow more time for discussion with city staff about alternative solutions.

Council discussed the timeline for the Rio de Flag and the importance of continuing efforts to acquire the necessary property to advance the project. They considered postponing the action and possible design alternatives. They were hopeful that an agreement could be made that satisfied all parties and one that would not have a negative impact on the property owner.

Moved by Councilmember Jim McCarthy, **seconded by** Vice Mayor Austin Aslan to read Ordinance No. 2024-01 by title only for the final time.

Vote: 6 - 1

NAY: Councilmember Miranda Sweet

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR A FLAGSTAFF URBAN TRAIL SYSTEM ALONGSIDE THE RIO DE FLAG FLOOD CONTROL PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Deborah Harris to adopt Ordinance No. 2024-01.

Vote: 6 - 0 - Unanimously

At this time Mayor Daggett took over presiding of the meeting. She reordered the agenda to go back to Item 6A for her appointment to the Water Commission.

B. Consideration of Support: Downtown Business Alliance's Downtown Flagstaff Vision and Action Plan (Plan).

Planning Director Michelle McNulty, Dave McIntire introduced Terry Madeksza with the Downtown Business Alliance, Brad Segal with P.U.M.A., and Cheney Bostic with Studio Seed who provided a PowerPoint presentation that covered the following:

FLAGSTAFF DOWNTOWN VISION AND ACTION PLAN
WHERE WE ARE
KEY POLICY RECOMMENDATIONS
COMMUNITY OUTREACH
MARKET OPPORTUNITIES
VISION
ACTION PLAN
CATALYTIC REDEVELOPMENT AND PARKING PROJECTS
CATALYTIC PLACEMAKING PROJECTS
GOALS, STRATEGIES, AND ACTION ITEMS
MAJOR EDITS TO PLAN FROM AUGUST 2023
COMMUNITY REVIEW SINCE OCTOBER 2023
MAJOR EDITS TO PLAN SINCE OCTOBER 2023

Council expressed their appreciation to Ms. Madeksza and her support of downtown. They wished her well on her next endeavor. Together they discussed the following points:

- Partnerships with Lowell Observatory
- Efforts to connect downtown property owners with developers for redevelopment
- Coordination of the plan with the new updates to the Regional Plan

- Use of the plan for economic development and business attraction
- The integration of housing into the downtown

Moved by Councilmember Miranda Sweet, **seconded by** Councilmember Jim McCarthy to support the Downtown Vision and Action Plan and request staff to consider it when making decisions related to Downtown Flagstaff.

Vote: 7 - 0 - Unanimously

C. Consideration and Approval: 2024 State and Federal Legislative Priorities

Public Affairs Director Sarah Langley introduced Federal Lobbyist Bob Holmes and and State Lobbyist Brian Murray. She then reviewed the edits to the documents.

Councilmember House spoke to the deliberateness of keeping the document high level rather than including specific details to allow for greater flexibility to act quickly during the legislative session.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Miranda Sweet to approve the 2024 State and Federal Legislative Priorities as presented.

Vote: 7 - 0 - Unanimously

10. PUBLIC HEARING ITEMS

- A. Consideration and Adoption of Ordinance No. 2024-02:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 3 Business Regulations, Chapter 3-10 User Fees, Section 3-10-001-0004 Police Department to revise existing fees and add a new fee for Body Camera Video Review and Redaction; providing for penalties, repeal of conflicting ordinances, severability, providing for clerical corrections, and establishing an effective date

Mayor Daggett opened the public hearing.

Management Services Director Rick Tadder and Senior Assistant City Attorney Marianne Sullivan provided a PowerPoint presentation that covered the following:

BODY CAMERA VIDEO REVIEW AND REDACTION FEE
OVERVIEW
COST RECOVERY
ARS § 39-129 LOCAL LAW ENFORCEMENT VIDEO RECORDING FEES
BODY CAMERA VIDEOS AND PUBLIC RECORDS REQUESTS
FLAGSTAFF POLICE DEPARTMENT PROCEDURES TO REVIEW AND REDACT
STAFF RECOMMENDATION

Councilmember Matthews shared concerns that the new fees would discourage citizens from obtaining information that was needed to defend their cases due to financial hardship. Police Chief Dan Musselman explained that if someone was a defendant in a criminal case they were entitled to free videos and police reports through the discovery process. Requests for other purposes would be subject to the fees. Ms. Sullivan added that they work with requestors on ways to reduce their costs which saves staff time and them money.

Vice Mayor Aslan asked about the difference between the fees the city charged versus what the county charged. Ms. Sullivan stated that every agency set their own fees so it was not unusual to have differences between the city and county.

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

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Miranda Sweet to read Ordinance No. 2024-02 by title only for the first time.

Vote: 7 - 0 - Unanimously

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 3 BUSINESS REGULATIONS, CHAPTER 3-10 USER FEES, SECTION 3-10-001-0004 POLICE DEPARTMENT TO REVISE EXISTING FEES AND ADD A NEW FEE FOR BODY CAMERA VIDEO REVIEW AND REDACTION; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, PROVIDING FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

A break was held from 5:34 p.m. through 5:50 p.m.

11. REGULAR AGENDA

- A. **Consideration and Adoption of Resolution No. 2024-04:** A resolution of the Flagstaff City Council, approving an intergovernmental agreement between the City and the State of Arizona Department of Revenue for the administration, collection, audit, and licensing of transaction privilege taxes, use taxes, severance taxes, jet fuel excise and uses taxes and rental occupancy taxes imposed by the State, cities or towns

Mr. Tadder addressed Council and stated that the agreement established the requirements for the Department of Revenue and the city on local tax administration. Requirements included things such as protection of taxpayer confidentiality, information security and other operational requirements.

Moved by Councilmember Jim McCarthy, **seconded by** Councilmember Lori Matthews to read Resolution No. 2024-04 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF REVENUE AND THE CITY OF FLAGSTAFF FOR THE ADMINISTRATION, COLLECTION, AUDIT, AND LICENSING OF TRANSACTION PRIVILEGE TAXES, USE TAXES, SEVERANCE TAXES, JET FUEL EXCISE AND USE TAXES, AND RENTAL OCCUPANCY TAXES IMPOSED BY THE STATE, CITIES OR TOWNS; PROVIDING FOR DELEGATION OF AUTHORITY; EXPIRATION OF THE EXISTING AGREEMENT BETWEEN THE PARTIES; AND ESTABLISHING AN EFFECTIVE DATE

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Jim McCarthy to adopt Resolution No. 2024-04.

Vote: 7 - 0 - Unanimously

12. DISCUSSION ITEMS

- A. **Continuation of discussion regarding the allocation of Homeless Shelter and Services Funds provided by the Arizona Department of Housing**

Housing Director Sarah Darr and Housing and Grants Administrator Kristine Pavlik provided a PowerPoint presentation that covered the following:

HOMELESS SHELTER AND SERVICES FUNDS ALLOCATION RECOMMENDATIONS
 HOMELESS SHELTER & SERVICES FUNDS
 HSSF NOFA PROCESS
 COMMUNITY ACTION TEAMS
 NORTHLAND FAMILY HELP CENTER
 HOMELESS YOUTH CONNECTION
 HOUSING SOLUTIONS OF NA
 CATHOLIC CHARITIES
 FLAGSTAFF SHELTER SERVICES
 FUNDING RECOMMENDATIONS

Councilmember Matthews stated that she had been made aware that there were over 400 youth aging out of the foster system. She stated that there were not a lot of services to support those individuals. There were many needs throughout the community, and she would support 100% funding for the top three proposals and then splitting the additional \$56,000 among the bottom three.

Vice Mayor Aslan stated that the scores between the proposals were so close and that he would support the majority of the funding be allocated to the proposal that provided the greatest expanse of service which was Flagstaff Shelter Services. He indicated that he would be amenable to considering a proportional allocation based on the total funding request as a percentage of the \$56,000.

Councilmember Harris expressed dissatisfaction with the process and the outcome. She stated that the organization that provided service to the most people should receive the bulk of the funding.

Mr. Clifton noted that Council provided direction a number of months prior to put a long-term contract in place with Flagstaff Shelter Services for an annual appropriation of \$100,000 per year.

Anthony Garcia addressed Council and stated that many statements had been taken out of context from the last meeting on the issue. He acknowledged the process that had been put in place to evaluate the proposals. He felt that staff should be given the ability and space to go through the process and deliver the outcomes.

Councilmember Matthews responded that it was not about staff and their process but rather Council stepping into the allocation process at the eleventh hour without the necessary information.

Ross Schaefer, Executive Director of Flagstaff Shelter Services, addressed Council and stated that they were appreciative any allocation of funding. Flagstaff Shelter Services served 76% of the people in Flagstaff experiencing homelessness and they were the largest emergency shelter program in Coconino County.

Jessica Drum, Board Chair for Flagstaff Shelter Services, addressed Council and thanked them and staff for the time put into the consideration of the proposals. She indicated that Flagstaff Shelter Services was grateful for any allocation offered.

Councilmember House offered that it was important to remember that the allocations were one time funding. She appreciated the recommendations from the committee and stated that their recommendations had to be weighed alongside the proportional needs. She indicated support for a more proportional distribution that met the needs of each proposal and that did the best good for the community.

Councilmember Sweet also indicated her support for a more proportional allocation.

Vice Mayor Aslan added that he felt that Flagstaff Shelter Services deserved a larger allocation as the largest organization that served the greatest number of people. He suggested the following allocations:

Community Action Teams -- \$61,765
Northland Family Help Center -- \$61,916
Homeless Youth Connection -- \$30,996
Housing Solutions of Northern Arizona -- \$171,007
Catholic Charities -- \$89,737
Flagstaff Shelter Services -- \$340,578

A majority of Council expressed their support of the reallocation.

It was noted that Catholic Charities would be the only entity that did not receive their minimum request. Following discussion, Council agreed to reallocate \$10,000 from Flagstaff Shelter Services to meet the minimum request of Catholic Charities.

13. FUTURE AGENDA ITEM REQUESTS

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

- A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Sweet to place on a future agenda a discussion regarding commission member eligibility when receiving city funding.

Councilmember Sweet stated that the concern had come up a few times in the past and she would like to discuss makeup of commissions and how to handle applicants, or related employers, that may receive funding from the city. When appointed to commissions their participation can be problematic even if they recuse themselves from discussions and decisions. She would like to explore options to address the issue.

There was requisite Council support to advance the item to a future agenda for discussion.

- B. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember House to place on a future agenda a discussion to consider establishing a reporting structure or engagement strategy for board and commission updates to Council

Councilmember House stated that it was important to be able to hear directly from commission about their work programs and recommendations. She would like to discuss a formalized process for regular reports from commissions.

There were concerns shared about meeting times and extending them further to accommodate the large number of commissions.

There was not requisite Council support to advance the item to a future agenda for discussion. However, Council asked staff to remind commissions that they could bring items to the Council for discussion as they felt necessary.

14. PUBLIC PARTICIPATION

None

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

Councilmember House reported that Representative Justin Wilmeth was working to designate Pluto as Arizona's official state planet. She stated that Pluto was the only planet that was discovered in the United States.

Councilmember Sweet reported that she attended the Martin Luther King celebration where she was reminded how important it was to have civility and grace while also using a strong voice. She also reported that she would be attending the Flagstaff Police Department promotion, the Alliance Meeting, and the Northern Arizona Water User Association meeting.

Councilmember Harris stated that she would be attending a meeting with the Secretary of State to tour the building at 13 S. Leroux St. She also stated that there would be an Open Spaces Commission meeting the following week to discuss road access through Observatory Mesa.

Mayor Daggett reported that she was in Washington D.C. for the U.S. Conference of Mayors Meeting. She would also be participating in the Mayor's Alliance to End Childhood Hunger annual meeting.

16. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held January 16, 2024, adjourned at 7:25 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on January 16, 2024. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 18th day of March, 2025

CITY CLERK

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held November 22, 2024, to order at 11:01 a.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

ABSENT:

COUNCILMEMBER HARRIS

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Vice Mayor Aslan read the Mission Statement of the City of Flagstaff, and Councilmember McCarthy read the 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. **Consideration and Adoption of Resolution No. 2024-48:** A resolution of the Flagstaff City Council, declaring official and adopting the results of the General/Special Election held on November 5, 2024.

Moved by Councilmember Khara House, **seconded by** Councilmember Jim McCarthy to read Resolution No. 2024-48 by title only.

Vote: 6 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, DECLARING OFFICIAL AND ADOPTING THE RESULTS OF THE GENERAL/SPECIAL ELECTION HELD ON NOVEMBER 5, 2024

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to adopt Resolution No. 2024-48.

Vote: 6 - 0 - Unanimously

5. **ADJOURNMENT**

The Special Meeting of the Flagstaff City Council held November 22, 2024, adjourned at 11:05 a.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on November 22, 2024. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 18th day of March, 2025

CITY CLERK

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held December 17, 2024, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR ASLAN
COUNCILMEMBER HARRIS
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SWEET

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Harris read the Mission Statement of the City of Flagstaff, and Councilmember House read the 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. **Swearing in of Mayor and Councilmembers**

The Honorable Judge Speed administered the Oath of Office to the newly elected Mayor and Councilmembers Becky Daggett, Miranda Sweet, Anthony Garcia, and David Spence.

5. **Recognition of Elected Officials**

A. Indigenous Blessing

Indigenous Affairs Administrator Rose Toehe introduced Dorothy Gishie who provided a blessing and presented gifts to the Mayor and Council.

B. Public Comment

Andy Fernandez and Jasmine Jewell provided comments in recognition of the newly elected officials.

6. **Transition of New Councilmembers to the Dias**

7. **Roll Call**

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

PRESENT:

ABSENT:

MAYOR DAGGETT
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE
COUNCILMEMBER SWEET

8. **Selection of Vice Mayor**

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Lori Matthews to appoint Miranda Sweet as Vice Mayor.

Vote: 7 - 0 - Unanimously

9. **Recess for Reception**

Mayor Daggett recessed the meeting at 3:33 p.m.

10. **Reconvene Meeting**

Mayor Daggett reconvened the meeting at 4:02 p.m.

11. **OPEN CALL TO THE PUBLIC**

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. 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.

Eva Putzova addressed Council about a petition to put an immigrant safety ordinance on the agenda.

Grace Vaughn addressed Council asking them to provide low-cost immigration assistance.

Colleen Maring addressed Council with an update of Northern Arizona Healthcare. She announced that both hospitals were recently ranked the best in Arizona for infection prevention by the Arizona Department of Health Services.

Andy Fernandez addressed Council about various topics.

Azzarria addressed Council to warn them that that God would send a plague over Flagstaff.

12. December Work Anniversaries

Senior Deputy City Manager Shannon Anderson provided a PowerPoint presentation that covered the following:

HAPPY WORK ANNIVERSARY
FIRST YEAR ANNIVERSARIES
5TH YEAR ANNIVERSARY
15TH YEAR ANNIVERSARY
20TH YEAR ANNIVERSARY
25TH ANNIVERSARY
CONGRATULATIONS

13. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

- A. **Consideration and Action on Liquor License Application:** Jose Gutierrez Barbosa, "Los Tapatios," 3300 E Route 66, Series 12 (Restaurant), New License

Mayor Daggett opened the public hearing.

City Clerk Assistant Georganna Staskey introduced the application and noted that there were no concerns from the Police Department but that there were open violations from Community Development. She shared that staff was working through those with the applicant and saw no concern with advancing the application.

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

Moved by Councilmember Austin Aslan, **seconded by** Vice Mayor Miranda Sweet to forward the application to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

14. REGULAR AGENDA

- A. **Consideration and Adoption of Resolution No. 2024-53:** A resolution adopting the City Council 2025 Commemorative Flag Designations

Mr. Solomon provided Council with a brief introduction of the Flag Policy.

City Clerk Stacy Saltzburg reviewed the submissions for modifications to the commemorative flags for 2025.

Following discussion, the Council set the following designations for 2025:

Month	Commemorative Flag(s)	Dates of Display
January	Human Trafficking Awareness	January 1 -- 31
February	Black History Month	February 1 -- 28
March	Women's History Month	March 1 -- 16
	Transgender Visibility	March 17 -- 31
April	Earth Day	April 1 -- 30
May	Star Wars Day	May 4
	Armed Forces Day	May 1 -- 3 and then 5 -- 31
June	LGBTQIA+ Month	June 1 -- 30
July	Tree City USA	July 1 -- 31
August	Purple Heart Day	August 1 -- 31
	Ukraine Independence Day	August 24
September	United Nations Climate Change	September 1 -- 15
	Hispanic Heritage Month	September 16 -- 30
October	Hispanic Heritage Month	October 1 -- 15
	National Domestic Violence Awareness Month	October 16 -- 31
November	Native American Heritage Month	November 1 -- 30
December	World AIDS Day	December 1 -- 31

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to read Resolution No. 2024-53 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF (PURSUANT TO THE CITY COUNCIL POLICY ON THE DISPLAY OF FLAGS) DESIGNATING ALL COMMEMORATIVE FLAGS THAT WILL BE DISPLAYED THROUGHOUT THE YEAR 2025 ON THE TEMPORARY POLE IN FRONT OF CITY HALL AS AMENDED

Moved by Councilmember Khara House, **seconded by** Councilmember David Spence to adopt Resolution No. 2024-53.

Vote: 7 - 0 - Unanimously

15. OPEN CALL TO THE PUBLIC

None

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

Councilmember Garcia reported that he attended the New Elected Officials Training held by the Arizona League of Cities and Towns. He was able to meet with many other new councilmembers and was grateful for the amount of relationship building that occurred there. He also reported that he would be attending the Longest Night event.

Councilmember Aslan congratulated and welcomed the new Councilmembers and stated that he looked forward to seeing them grow into the position.

Vice Mayor Sweet also welcomed the new Councilmembers and shared that she was excited to work with them. She reported that the Giving Machine in Heritage Square would be launching that week; she encouraged the community to check it out.

Councilmember House reported that she attended the Gun Violence Remembrance ceremony at the Murdoch Center. It was a great event with very meaningful presenters including gun violence survivors and those affected by gun violence. She also welcomed and congratulated the new Councilmembers and congratulated Vice Mayor Sweet for her new role.

Councilmember Spence offered appreciation to staff for the support and assistance in getting him up to speed and started as a new Councilmember. He has felt very welcomed and is excited to go to work.

Mayor Daggett welcomed the new Councilmembers and thanked them for attending the League training. She indicated that she would be attending the Longest Night event and she encouraged others to do so as well.

Mr. Clifton congratulated the new Councilmembers, the Mayor for her reappointment, and Vice Mayor Sweet on her new position. He stated that business would slow down over the holidays but would quickly pick back up in January. He reminded Council that there would be a retreat at the end of January that was focused on the roles of Council that was Flagstaff specific as well as a primer on the budget.

Councilmember Aslan added that he attended the Coconino Plateau Water Advisory Council meeting where they visited the Rio de Flag Water Reclamation plant.

17. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held December 17, 2024, adjourned at 4:50 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on December 17, 2024. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 18th day of March, 2025

CITY CLERK

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held January 7, 2025, to order at 3:05 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Matthews read the Mission Statement of the City of Flagstaff, and Councilmember House read the 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. OPEN CALL TO THE PUBLIC

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. 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.

Colleen Maring, Chief Legal Counsel and Chief People Officer for Northern Arizona Healthcare (NAH) addressed Council with an update on recruitment and retention at NAH. In 2024 they made 796 external hires which brought people to the community. They focused on retention in the first year of service and they were able to reduce the number of employees leaving from 20% to 15%.

5. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Human Trafficking Awareness Month

Mayor Daggett read and presented the proclamation.

Councilmember House requested an update on the City's progress toward becoming a Cease City. Mr. Clifton indicated that staff would follow up with the information.

6. COUNCIL LIAISON REPORTS

Councilmember Aslan reported that the Sustainability Commission drafted a six-page letter with recommendations for the 2045 Flagstaff Regional Plan, including removing mandatory parking minimums, sustainable transportation, and climate justice integration.

Vice Mayor Sweet announced her election as Chair of Metro Plan and Supervisor Judy Begay as Vice Chair. She stated that the Water Commission met to discuss reclaimed water rates and formed a small working group to draft recommendations for Council. She also reported that the Beautification and Public Art Commission discussed the executive summary of the draft Land Use Plan. Lastly, she reported that she had a tour of the progress of the Downtown Connection Center.

Councilmember House shared that the Housing Commission engaged in a dot voting activity to prioritize agenda items for the year and received updates on the Community Development Block Grant process. The Commission on Diversity Awareness discussed a Martin Luther King Day proclamation and received updates on the Municipal Equality Index scorecard, the anti-camping ordinance, and discussed programming at the library.

Mayor Daggett reported that the Commission on Inclusion and Adaptive Living had created an Accessibility Expedition working group to identify infrastructure gaps for greater mobility.

7. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

- A. **Consideration and Action on Liquor License Application:** Jose Manuel Gutierrez Hernandez "El Tapatio 9", 2004 E Historic Route 66, Series 12 (Restaurant), New License

Mayor Daggett opened the public hearing.

Deputy City Clerk Georganna Staskey introduced the application and indicated that the Police Department and Community Development had provided their respective findings.

Councilmember House indicated that there was a note on the application with regard to a case currently under investigation. She asked if that had any impact on the license request. Police Lieutenant Ryan Turley stated that the case was for an unrelated matter.

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

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to forward the application to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

- B. **Consideration and Action on Liquor License Application:** Kelsey Justin Drayton, "Proper Meats and Provisions", 110 E Route 66, Series 12 (Restaurant), New License

Mayor Daggett opened the public hearing.

Deputy City Clerk Georganna Staskey introduced the application and indicated that the Police Department and Community Development had provided their respective findings.

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

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Lori Matthews to forward the application to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

8. **CONSENT AGENDA**

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

STAFF RECOMMENDED ACTION:

Approve the Consent Agenda as posted.

Moved by Councilmember Khara House, **seconded by** Councilmember Anthony Garcia to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

- A. **Consideration and Approval of Contract:** Design Phase Services Agreement with PCL Construction, Inc. for the Lake Mary Sedimentation Basins Rehabilitation Project

1. Approval of a Design Phase Services Agreement with PCL Construction, Inc. for the Lake Mary Sedimentation Basins Rehabilitation Project in the amount of \$199,235.00; and
2. Authorize the City Manager to execute all necessary documents.

- B. Consideration and Approval of Contract:** Five (5) water and wastewater treatment chemical contracts in an amount not to exceed \$1,500,000.00
1. Approve and award five (5) water and wastewater treatment chemical contracts in an amount not to exceed \$1,500,000.00, annually that may be distributed between the following five vendors:
 1. DPC Enterprises, L.P. of Glendale
 2. Thatcher Company of Arizona
 3. Univar USA Inc. of Phoenix
 4. Hills Brothers Chemical Company of Phoenix
 5. Environmental Operating Solutions, Inc.
 2. Authorize the City Manager to execute the necessary documents.
- C. Consideration and Approval of Contract Amendment:** Approve the Second Amendment to the Professional Services Contract with Emergency Management Partners, LLC to develop a Citywide Continuity of Operations Plan and a Continuity of Government Plan.
1. Approve the Second Amendment to the Professional Services Contract with Emergency Management Partners, LLC (EM Partners) in the amount of \$92,119.00 to develop a Citywide Continuity of Operations Plan (COOP) and a Continuity of Government Plan (COG); and
 2. Authorize the City Manager to execute all necessary documents.
- D. Consideration and Approval of Contract Amendment:** Approval of a contract amendment for the City Attorney effective September 24, 2024.
- Approve City Attorney Contract amendment adding an additional \$7,500 to Sterling Solomon's deferred compensation amount annually.

9. REGULAR AGENDA

- A. Consideration and Adoption of Resolution No. 2025-01:** A resolution of the Flagstaff City Council, listing 101 North Leroux Street, 103 North Leroux Street, 8 West Aspen Avenue, and 12 West Aspen Avenue on the Flagstaff Register of Historic Places

Heritage Preservation Officer Lauren Clementino and Comprehensive Planning Manager Sara Dechter provided a PowerPoint presentation that covered the following:

FLAGSTAFF REGISTER OF HISTORIC PLACES LISTING
 HERITAGE PRESERVATION
 PROGRAM DESCRIPTION
 HERITAGE PRESERVATION COMMISSION
 COMMISSION OVERVIEW
 CURRENT PHOTOGRAPHS
 SPECIAL DISTRICTS MAP
 DOWNTOWN OVERLAY ZONE AND RAILROAD ADDITION HISTORIC DISTRICT
 PROPERTY REHABILITATION PROJECT
 STORMWATER PERMIT AUDIT
 FLAGSTAFF REGISTER OF HISTORIC PLACES
 HISTORICAL SIGNIFICANCE
 HISTORIC MAP
 HISTORIC PHOTOGRAPHS
 HERITAGE PRESERVATION COMMISSION REVIEW

Councilmember House pointed out that the 1926 advertisement made reference to the Flagstaff housing problem. She indicated that the goals at the time the building was built was to maintain the property and provide adaptive reuse homes which is a telling moment in Flagstaff history as that is also the intention of today. She asked what the implications of listing the property were. Ms. Clementino explained that the listing was mostly honorary at the local level. If the owner were to

pursue a national designation it could open the door for financial incentives.

Councilmember Garcia asked if the historic designation added any property value. Ms. Clementino stated that there was generally no impact on property value.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Khara House to read Resolution No. 2025-01 by title only.

Vote: 7 - 0 - Unanimously

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, LISTING 101 NORTH LEROUX STREET, 103 NORTH LEROUX STREET, 8 WEST ASPEN AVENUE, AND 12 WEST ASPEN AVENUE ON THE FLAGSTAFF REGISTER OF HISTORIC PLACES

Moved by Councilmember Khara House, **seconded by** Vice Mayor Miranda Sweet to adopt Resolution No. 2025-01.

Vote: 7 - 0 - Unanimously

10. DISCUSSION ITEMS

A. Discussion on 2025 State and Federal Legislative Priorities

Public Affairs Director Sarah Langley introduced State Lobbyist Brian Murray and Federal Lobbyist Bob Holmes.

Mr. Holmes provided a brief overview of what to expect in the 2025 federal session. He indicated that there was not much change with earmarks, community funding projects, or congressionally directed spending. One change would be the use of budget reconciliation which includes a number of things including border and immigration, renewal of prior tax cuts, energy, and others. He also noted that there was a Senate and House majority for Republicans which may make some things difficult for Flagstaff initiatives.

He also announced that Flagstaff received a \$19 million RAISE grant for Butler and Fourth Street multi-modal improvements.

Ms. Langley reviewed the proposed 2025 Federal Priorities.

The Council raised concerns about the affordability and accessibility of flood and fire insurance, with discussions on advocating for reasonable assessments and combating insurance companies' refusal to provide coverage due to perceived risks.

Mr. Holmes indicated that there were efforts at the federal level to change the hazardous incident period because some of the fire and flood events occur over a period of time.

Council requested that language specific to flood insurance affordability be added to the federal priorities

Mr. Murray provided an update on what to expect in the 2025 state session. He noted that there would be a certain amount of anxiety this year and likely a long session. There was a lot of work to be done to figure out how to pay for a large budget shortfall and he was hopeful that the legislature would refer Proposition 123 by the first part of February.

Ms. Langley reviewed the proposed 2025 State Priorities.

Council discussed support for housing in Flagstaff and advocating for additional funding through the Arizona Department of Housing. They also discussed efforts to double the LIHTC funding and to allow the private sector to come in and access those funds. There was also discussion around the installation of EV stations and the delays associated that project despite funding at the state level.

Councilmember Aslan expressed a desire to engage in discussion for a special Dark Sky license plate. Mr. Murray explained that the specialty plates required private capital and public funds; if the city was interested in exploring it further he could come back with more information.

The Council also discussed the decline in state shared revenues as a result of the move to a flat tax along with the unencumbered ESA program. The flat tax would keep revenues flat and low and until more jobs and companies come to Arizona it would be difficult to recover.

B. Courtesy Snow Berm Relocation and Snow Hero Information and Discussion

Sustainability Manager Steven Thompson and Parks Manager Gino Leoni provided a PowerPoint presentation that covered the following:

COURTESY BERM RELOCATION AND SNOW HERO PROGRAM DISCUSSION
COURTESY BERM RELOCATION PROGRAM -- OVERVIEW
ELIGIBILITY CRITERIA
HOW DOES PROSE MANAGE THIS PROCESS?
PROSE SNOW ASSIGNMENTS
PARKS COURTESY BERM RELOCATION ASSIGNMENTS
SNOW HERO PROGRAM
PROGRAM OVERVIEW
BE A SNOW HERO
REQUEST A SNOW HERO
PILOT YEAR -- HOW DID IT GO?
YEAR 2
KEY COMMUNITY PRIORITIES
RECAP OF PROGRAMS
PROGRAM CONTACTS

Councilmember House asked if there was any consideration as to how a program such as Snow Heroes could be applied to neighborhoods that did not have sidewalks but that have significant snow challenges. Mr. Thompson indicated that staff could look at opportunities to expand to those areas.

Councilmembers expressed appreciation for how the program brought the community and neighbors together to help each other and build friendships. They were excited to see the program grow.

There were also questions about communication and outreach. Mr. Thompson stated that they traditionally relied on social media and targeted engagement with community groups, high schools, and other volunteer focused groups. They were focused on building the community between snow heroes themselves to encourage new volunteers through word of mouth. Council requested that communication efforts be expanded to include young adult groups through local churches, schools, and NAU.

C. City of Flagstaff Quiet Zone Discussion

Capital Improvements Senior Project Manager Christine Cameron, Traffic Engineer Jeff Bauman, Lieutenant Ryan Darr, Public Affairs Director Sarah Langley, and Railroad Safety Inspector with the Federal Railroad Administration Sara Logan provided a PowerPoint presentation that covered the following:

QUIET ZONE UPDATES
WHAT WILL WE COVER TODAY
WHAT ARE QUIET ZONES?
WHERE IS THE QUIET ZONE?
BEAVER STREET CROSSING
SAN FRANCISCO STREET CROSSING
PONDEROSA PARKWAY CROSSING
STEVES BOULEVARD CROSSING
FANNING DRIVE CROSSING

QUIET ZONE STATUS
2010-2024 ACCIDENT HISTORY
2023-2024 PEDESTRIAN COLLISION LOCATIONS
2023-2024 PEDESTRIAN INCIDENT LOCATION TYPE
ENFORCEMENT ACTIVITIES

Council expressed concern for the investigating officers who responded to incidents and who had to watch video as part of the investigations. It was asked what measures were in place to ensure that officers had support when needed. Lieutenant Darr explained that there were ongoing wellness programs for officers through counseling and peer support. They watch out for each other and provide access to any services needed to support them.

FEDERAL RAILROAD ASSOCIATION
DOWNTOWN MILE SAFETY AND CONNECTIVITY PROJECT
ADOT SECTION 130 PROJECTS
LONE TREE OVERPASS
INTERIM SAFETY IMPROVEMENTS
SAFETY IMPROVEMENTS
PUBLIC OUTREACH & EDUCATION
KEY MESSAGES
PUBLIC OUTREACH & ENGAGEMENT
NEXT STEPS

Councilmember House asked if the 988 crisis hotline would be used for the signage. Lieutenant Darr explained that they would not use the 988 hotline because it did not have the ability to be tracked through location. It was important for calls related to the railroad be dispatched directly to the Flagstaff dispatch center for the fastest response and connection with local services.

Council requested that outreach on rail safety include hotels to engage with people who may be visiting Flagstaff.

Council expressed appreciation for the work and attention being put into the issue.

The following individuals addressed Council in support of establishing a quiet zone in east Flagstaff:

- Margrit Novack
- Matt Nichols

Comments included the following:

- Unable to leave windows open due to the sound of the horns.
- Train traffic has increased significantly.
- Wayside horns were supposed to be quieter and they are not.
- There is no good reason not to do for the east side what has been done for downtown.
- It is hoped that a solution could be found that balances sound and safety.
- There are things that could be done to the east side intersections to permit quiet zones.

Alexander Shenkin addressed Council with concerns about all types of transportation noise and suggested that a study be done to see what the noise levels were throughout Flagstaff and what could be done to reduce or eliminate it.

A written comment was submitted by Nadine Hart that suggested information be shared with hotels so their guests can be aware.

A written comment was submitted by Ben Ruddell that requested the implementation of quiet zones at the east side crossings.

D. City Council Liaison Assignments

Communication and Civic Engagement Director Stacy Saltzburg addressed Council and stated that members of the City Council are asked to participate as liaisons on a variety of community boards and groups. Participation within the groups is advisory in nature and helps foster communication about issues and projects affecting Flagstaff. In addition to the community groups, the Council's commissions also have a Councilmember liaison to represent the various commissions. The Council liaison was responsible for sharing information to and from the commission and reporting back to the City Council. Representatives did not have a voting capacity within the commission but were there to enhance communication between the commissions and the City Council on their work programs. Finally, the Arizona League of Cities and Towns have policy committees to represent cities and towns on a variety of issues. These committees are made up of representatives from each city and town that advise the League on their municipalities respective position on a variety of issues.

The City Council made the following appointments:

Alliance for the Second Century

Mayor Daggett

Vice Mayor Sweet

Alternate: Councilmember House

Audit Committee

Councilmember Matthews

Colorado Plateau Water Advisory Council

Councilmember Aslan

Alternate: Councilmember Garcia

Criminal Justice Coordinating Council

Councilmember Matthews

Alternate: Mayor Daggett

Economic Collaborative of Northern Arizona Executive Board

Mayor Daggett

Alternate: Councilmember Matthews

Flagstaff Metropolitan Planning Organization

Councilmember Aslan

Vice Mayor Sweet

Mayor Daggett

Alternate: Councilmember Garcia

Mountain Line

Vice Mayor Sweet

Councilmember Matthews

Alternates:

Councilmember Spence

Councilmember Garcia

Northern Arizona Council of Government

Vice Mayor Sweet

Alternate: Councilmember House

Northern Arizona Municipal Water Users' Association

Mayor Sweet

Alternate: Councilmember Garcia

Sister Cities International

Councilmember House
Alternate: Councilmember Garcia

Budget, Finance, and Economic Development
Councilmember Matthews

General Administration, Human Resources, and Elections
Councilmember House

Transportation, Infrastructure, and Public Works
Vice Mayor Sweet

Neighborhoods, Sustainability, and Quality of Life
Mayor Daggett
Alternate: Councilmember House

Airport Commission
Councilmember Matthews

Beautification and Public Art Commission
Vice Mayor Sweet

Commission on Diversity Awareness
Councilmember House

Commission on Inclusion and Adaptive Living
Mayor Daggett

Housing Commission
Mayor House

Indigenous Commission
Councilmember Matthews

Library Board
Councilmember Garcia

Open Spaces Commission
Councilmember Spence

Parks and Recreation Commission
Councilmember Garcia

Public Safety Personnel Retirement System
Mayor Daggett

Sustainability Commission
Councilmember Aslan

Tourism Commission
Councilmember Aslan

Transportation Commission
Councilmember Spence

Water Commission
Vice Mayor Sweet

11. **OPEN CALL TO THE PUBLIC**

Nadine Hart addressed Council about dissatisfaction and safety concerns with the operation of the Aquaplex.

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

Vice Mayor Sweet thanked city staff and the Downtown Business Alliance for their work in cleaning up the downtown after the New Years celebrations.

13. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held January 7, 2025, adjourned at 6:42 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on January 7, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 18th day of March, 2025

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held January 14, 2025, to order at 3:02 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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. Open Call to the Public

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. 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.

Jamie Paul addressed Council to share information about the Flagstaff Big Read 2025 and requested that the Council consider using their initiative fund to purchase 100 copies of the book *There There* for the event.

Wildland Fire Manager Neil Chapman addressed Council about the increasing severity of fires and the city's proactive measures, including education, enforcement, and emergency response, to reduce wildfire risk.

5. Review of Draft Agenda for the January 21, 2025 City Council Meeting

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

None

6. City Manager Report

Mr. Clifton briefly reviewed his report.

7. An update on the City of Flagstaff's Arts, Culture and Science Survey and upcoming Request for Statement of Qualifications (RSOQ).

Community Investment Director Dave McIntire provided a PowerPoint presentation that covered the following:

ART, CULTURE, SCIENCE AND THE FUTURE
WHY THIS REPORT NOW?
KEY OVERARCHING QUESTIONS
OUTREACH
PUBLIC SURVEY PARTICIPANT AFFILIATIONS
SECTOR LEADERSHIP PARTICIPANT AFFILIATIONS
FINDINGS
SUCCESSES
SUCCESSES: PROGRAMS AND INITIATIVES
SUCCESSES: RECEIVED MULTIPLE MENTIONS
SWOT ANALYSIS
AREAS FOR IMPROVEMENT
FUNDING AND RESOURCE ALLOCATION
COLLABORATION AND INCLUSIVITY
VENUES
COMMUNITY VISION AND STRATEGIC OPPORTUNITIES

ART, CULTURE AND SCIENCE AS CENTRAL TO FLAGSTAFF'S IDENTITY
 SUPPORTING EMERGING ARTISTS, CREATIVES, ENTREPRENEURS
 ENGAGEMENT WITH TECHNOLOGY
 INSIGHTS FROM PEER CITIES
 ASHEVILLE, NORTH CAROLINA
 BELLINGHAM, WASHINGTON
 BENTONVILLE, ARKANSAS
 BOULDER, CO
 PATHWAYS FORWARD
 ENHANCE FUNDING MECHANISMS
 DEVELOP A CENTRALIZED HUB OR SATELLITE VENUES
 STRENGTHEN MARKETING AND OUTREACH
 FOSTER INCLUSIVITY AND COMMUNITY ENGAGEMENT
 COLLECTIVE VISION
 KEY POINTS FROM OVER 100 VISIONS

Council discussed the following points:

Artistic Placement & Wayfinding: The idea of integrating creative wayfinding signage into the community, particularly through artistic elements, was highlighted as a way to enhance the visibility of arts in downtown and beyond. This could help with representation and make spaces more accessible.

Inclusivity & Partnerships: There was a desire to expand collaborations with neighborhood associations and community centers to bring arts directly into local neighborhoods, improving both accessibility and engagement with the arts. The Murdoch Center and Sunnyside's Market of Dreams were examples of successful community partnerships.

Youth Engagement & Cultural Identity: A proposal for youth art exhibits connecting Flagstaff's sister cities worldwide was suggested as a way to engage youth and showcase diverse cultural identities. This would be a significant addition to the community's cultural offerings.

Arts District Concept: Conversations around creating an official arts district have been happening, with a study done pre-pandemic exploring venues and funding. While the idea is still in the learning and planning phase, the community's support suggests it could be a valuable future development.

Event Promotion Challenges: There was discussion on how difficult it was to promote local events. Suggestions for using platforms like Flag 365, Discover Flagstaff, and newsletters were shared as ways to better publicize events, though it was acknowledged that getting the word out can still be a challenge due to the abundance of information available.

They also discussed the move from traditional to contemporary art, suggesting a shift toward more vibrant, modern artistic expressions as a way to reflect Flagstaff's creative evolution.

IDENTIFIES LEAD ARTS AGENCY FOR NEXT 5 YEARS
 LEAD AGENCY
 GRANT MAKING AGENCY

Julie Cornick, Interim Executive Director of Creative Flagstaff, addressed Council with gratitude to staff for administering the survey. The survey results align with Creative Flagstaff's mission and vision along with their recent and actionable efforts to demonstrate them. Their goal is to continue to respond and align with the feedback to ensure the community is heard and they support the direction of the city's request for statement of qualifications.

8. **Community Development Block Grant (CDBG) Introduction and Overview; Establishment of CDBG Council Priorities for Program Years 2025 and 2026**

Housing and Grants Administrator Kristine Pavlik provided a PowerPoint presentation that covered the following:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHAT IS CDBG?

WHY DOES THE CITY OF FLAGSTAFF RECEIVE CDBG FUNDING?

OTHER CDBG REQUIREMENTS

HOW CAN THE CITY SPEND THE MONEY?

CDBG PRIMARY OBJECTIVE

CDBG NATIONAL OBJECTIVES

LIMITED CLIENTELE

AREA BENEFIT

HOUSING BENEFIT

JOB CREATION / RETENTION

TARGET NEIGHBORHOODS

HUD ANNUAL FUNDING CAPS

TIMELY EXPENDITURE

WHAT HAS CHANGED IN RECENT YEARS?

PROPOSAL PROCESS

RISK ASSESSMENTS

RULES, LAWS AND REGULATIONS

CONSOLIDATED PLAN GOALS

10 YEAR HOUSING PLAN

CDBG COUNCIL PRIORITIES

PROGRAM YEAR 2025 ANNUAL ACTION PLAN PUBLIC PARTICIPATION

QUESTIONS, SUGGESTIONS AND NEXT STEPS

Council discussed the following:

Neighborhood Revitalization and Gentrification: Programs should benefit the entire neighborhood, not just individuals moving into newly built housing, to avoid issues like gentrification. Ms. Pavlik noted that extra points were awarded for projects benefiting existing residents.

Homelessness and Housing: Housing and addressing homelessness remain top priorities. However, there was a suggestion to elevate workforce and job training, as it overlaps with housing issues and could enhance overall community livability.

Challenges with Fund Utilization: The pandemic and supply chain issues previously affected fund spending. There has been progress, with over \$400,000 recently spent, and an additional \$400,000 was expected to be spent soon, bringing the program back on track.

Program Income and Fund Balance: The fund could be replenished through program income (e.g., repayments from down payment assistance loans) and the funds needed to be spent in a timely manner to avoid complications with HUD compliance.

Rehabilitation Projects: Smaller-scale rehabilitation (like window replacements) could be funded through CDBG, though it often requires income-qualified households. Community-wide projects (like neighborhood clean-ups) could also be eligible.

Childcare as a Priority: There was support for adding affordable childcare to the list of priorities, recognizing its importance to workforce participation. However, there was some concern about whether it should be funded through CDBG since other community entities were already addressing it.

Workforce Development: There was support for prioritizing workforce development. Non-profits and city divisions (such as Economic Vitality) could apply for funding for workforce development projects targeting Flagstaff residents.

Council discussed equal weight for all priorities to avoid creating competition between essential services, such as homelessness support and infrastructure projects like streets and sidewalks. They gave direction to continue the current priorities and remove the different scoring weights.

9. Land Availability and Suitability Study and Code Analysis Project (LASS+CAP) Project Update and Discussion

Planning Director Michelle McNulty and Zoning Code Manager Tiffany Antol provided a PowerPoint presentation that covered the following:

LASS+CAP
 AGENDA
 PROJECT PURPOSE AND GOALS
 1. PROJECT INTRODUCTION
 PROJECT SCOPE
 PURPOSE AND GOALS -- LASS
 PURPOSE AND GOALS -- CAP
 THREE PHASES OF THE CODE ANALYSIS
 2. LAND AVAILABILITY / SITE SUITABILITY PROJECT FINDINGS
 STUDY AREA MAP
 HIGH LEVEL PROCESS
 VACANT ACREAGE BY LAND USE -- STUDY AREA
 VACANT ACREAGE BY LAND USE -- CITY LIMITS

Councilmember Spence asked why the study included areas outside city limits. Ms. McNulty explained that the Regional Plan covers the greater Flagstaff region and there were areas outside of city limits that may be ripe for development from a planning standpoint and there could be consideration for annexation into the city. It was an evaluation of areas in and around the city that may be more ready than others to develop.

LASS FINDINGS
 OPPORTUNITY SITES
 GENERAL CONCLUSIONS -- OPPORTUNITY SITES
 3. CODE ANALYSIS PROJECT: APPROACH AND METHODOLOGY
 DISTILLING POLICIES AND GOALS INTO CLEAR OUTCOMES
 SCOPE OF THE CODE ANALYSIS
 METHODOLOGY
 4. CODE DIAGNOSTIC KEY FINDINGS:
 ZONING AND SUBDIVISION CODES
 WHERE IS THE BUILDABLE LAND? WHAT ZONES HAVE THE MOST CAPACITY FOR NEW HOUSING?
 WHERE DOES THE REGIONAL PLAN CALL FOR NEW HOUSING TO BE PRIORITIZED TO MEET CLIMATE AND HOUSING GOALS?
 WHERE ARE THE HOUSEHOLDS THAT ARE VULNERABLE TO DISPLACEMENT IF HOUSING PRODUCTION DOES NOT KEEP PACE?
 OVERVIEW OF MAJOR BARRIERS AND ISSUES
 REVIEW PROCEDURES: ZONING MAP AMENDMENT, SUBDIVISION
 SINGLE-FAMILY RESIDENTIAL ZONE
 MEDIUM DENSITY RESIDENTIAL ZONE
 RESOURCE PROTECTION OVERLAY ZONE
 COMMERCIAL ZONES
 MINIMUM PARKING REQUIREMENTS
 HIGH OCCUPANCY HOUSING REGULATIONS
 AFFORDABLE HOUSING INCENTIVES
 SUSTAINABLE BUILDING INCENTIVES
 TENSIONS WITH OTHER POLICY GOALS

Council discussed the tensions that also existed between fire risk, safety, and resource protection. Staff shared that they work closely with the Fire Department to understand those tensions and identify ways to preserve the right trees in the right locations to reduce risk and maintain safety. That becomes challenging when working within the existing code that requires certain percentages to be preserved. Additionally, it was not just about making changes to resource protection standards but also

landscaping requirements, secondary access points, building materials, etc. all of which are important.

Council also discussed the tensions that exist between housing affordability and carbon neutrality goals. There was some concern about reaching some goals at the expense of other priorities and that needed to be considered as part of the decision-making process. Staff agreed that there were many different priorities and that it would require a prioritization of the priorities and understanding that there may not be success in all areas. Their goal was to consider all the priorities within their analysis and provide a full picture to Council on the impacts and the tensions.

5. CODE DIAGNOSTIC KEY FINDINGS
 STAKEHOLDER COMMENTS -- EXAMPLES
 WATER AND SEWER POTENTIAL BARRIERS
 TRANSPORTATION AND ACCESS CODE ISSUES
 TIA REQUIREMENTS POTENTIAL ISSUES
 6. CODE DIAGNOSTICS KEY FINDINGS
 BUILDING CODE KEY FINDINGS
 NEXT STEPS
 KEY DATES

Councilmember House expressed appreciation for the collaboration between various policies and goals to reexamine policies and codes to find areas for improvement and an alignment of goals. She asked about equity in affordability and balancing those needs with other goals and policies that may impact that need. Ms. McNulty stated that there had to be a focus on the removal of barriers associated with greenfill development and putting more continuity in better dispersing different types of housing throughout the community. Ms. Antol added that they were also looking at other public improvements that are required especially in neighborhoods that there were not certain levels of infrastructure such as sidewalks.

There was discussion regarding public engagement and who was targeted as a stakeholder to this point. Staff stated that they were focused on people who were directly using the code at this stage. That included large property owners, developers, engineers, architects, realtor groups, and financiers. As they move into code concepts and how to address the barriers the stakeholder focus would expand further into the community.

The following individuals addressed Council with concerns about the study:

- Charlie Silver
- Duffie Westheimer

The following comments were provided:

- The mission of the city is to protect and enhance the quality of life for all; who is for all, residents or future populations?
- There was no public input in drafting the plan.
- The Heritage Preservation Commission should be engaged.
- Urgency should not preclude thoughtfulness.
- The term underutilized in describing property was biased and offensive.
- There are different values not competing values.
- The issue must include making employment and wages match housing.
- Council needs to look more broadly than where and what developers can build.
- R1 and R1N zoning designations are very different but are lumped together in the presentation misrepresenting much of what is already built.
- The report is judging property based on tax valuations and deciding if private property is underutilized.

10. Resilience Hubs: EPA Grant Update

Sustainability Analyst Jenna Ortega and Resilience Hubs Specialist Sam Wiley provided a PowerPoint presentation that covered the following:

FLAGSTAFF RESILIENCE HUBS
 EPA ENVIRONMENTAL JUSTICE GRANT UPDATE
 OVERVIEW
 1. EPA ENVIRONMENTAL JUSTICE GRANT REFRESHER
 FLAGSTAFF REGIONAL RESILIENCE PROJECT
 WHAT IS A RESILIENCE HUB?
 2. OPERATIONS ACROSS ALL THREE RESILIENCE HUBS
 PROJECT PARTNERS
 FLAGSTAFF HUB OPERATIONS
 3. HUB-SPECIFIC UPDATES
 THE MURDOCH CENTER
 THE MARKET OF DREAMS
 CATS MOBILE HUB
 4. WHERE WE'RE HEADED NEXT
 RESILIENCE HUBS ADVISORY GROUPS
 NEXT STEPS

Councilmember Aslan asked about parallel effort in Los Angeles. Mr. Wiley stated that through their networks they have had the ability to connect with colleagues but he had not reached out to the people in Los Angeles. He would be making those connections in the future but wanted to give them some time in light of current events.

Councilmember House asked how the advisory group was established. Mr. Wiley state that they continue to welcome and invite more people into the advisory group. They have asked their project partners to participate which makes up the majority of the group.

11. Open Call to the Public

None

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

Councilmember Garcia reported that he attended the Northern Arizona Healthcare site visit and felt that the community would appreciate how they are moving forward with smaller facilities in more areas. He requested a meeting with the Fire Department and the County to provide information on fire efforts.

Councilmember Spence stated that there was a movement by three organizations, Friends of Flagstaff's Future, Catchfire, and Coconino Community College, to explore the economic basis of our society and see if there was a better way. The goal was to come to a better understanding of what what economic parameters, goals, guidelines, and methods could be improved. They plan to come to the county and the city with recommendations.

Councilmember House reported that the annual MLK Day Celebration put on by the NAU Black Student Union would be on Monday, January 20, 2025. She encouraged the community to participate in the different free events that would be happening, She also requested that the Council consider using the Council initiative fund to support the Big Read project.

Vice Mayor Sweet indicated that she also participated in the Northern Arizona Healthcare tour.

Mayor Daggett reported that there had been conversations about the Fire Department providing an update on preparedness and joint communications from the city and county. She would like to share information with the public to help everyone feel more safe and encourage them to do their own preparations as well.

13. Adjournment

The meeting of the Flagstaff City Council held January 14, 2025, adjourned at 6:29 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. CALL TO ORDER

Mayor Daggett called the meeting of the Flagstaff City Council held January 21, 2025, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember Aslan read the 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. OPEN CALL TO THE PUBLIC

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. 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.

Nadine Hart addressed Council with concerns about a proposed housing voucher program expansion. She also spoke about concerns with the frequency of public housing inspections.

Andrea Kelly with Northern Arizona Healthcare (NAH) provided an update on the new primary care clinic on Jasper on Macmillan Mesa, which now houses 16 primary care providers and a sleep clinic. She emphasized the need for more providers and the new patient experience model being implemented. She described the new patient experience model being implemented at the clinic and shared that NAH continues to explore opportunities for a new hospital in the Flagstaff area.

5. PROCLAMATIONS AND RECOGNITIONS

A. Proclamation: Martin Luther King Day

Councilmember Garcia read and presented the proclamation.

6. COUNCIL LIAISON REPORTS

Councilmember House thanked Chief Connolly for attending the Commission on Diversity Awareness meeting and sharing his vision for community engagement and trauma-informed approaches. She also recognized Senior Assistant City Attorney Marianne Sullivan's appointment to the state Supreme Court Steering Committee on Mental Health and the Justice system. Lastly, she reported that she attended the 2024 Citizen of the Year award event; it was a great event, and she shared a quote that was presented to the awardees "may you be proud of the work you do, the person you are, and the difference you make."

Councilmember Spence stated that he was still getting acquainted with his assigned commissions but looked forward to providing updates in the future.

Councilmember Matthews reported on the Indigenous Commission meeting, announcing Mariah Zavala as the new Vice Co-Chair. The commission discussed initial plans for a potential Powwow event. She also mentioned the Mountain Line board meeting with no new information to report.

Councilmember Garcia provided updates from the Parks and Recreation Commission, including new Chair and Co-Chair appointments, a Snow Heroes update, and an overview of the five-year budget. The commission discussed the redesign of public restrooms at Heritage Square, the rebuilding of Ponderosa Park, and improvements to the Hal Jensen Recreation Center.

Councilmember Aslan reported that the Tourism Commission held their annual retreat and covered travel trends for 2026, visitor services, international travel trends, and social media outreach. He also mentioned an award received by Flagstaff for tourism and ecotourism marketing and branding efforts.

Mayor Daggett shared that the Commission on Inclusion and Adaptive Living would be meeting later that week.

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: Heritage Preservation Commission

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to appoint Abbey Buckham to a term expiring December 2027.

Vote: 7 - 0 - Unanimously

Moved by Councilmember Lori Matthews, **seconded by** Vice Mayor Miranda Sweet to appoint Bernadette Burcham to a term expiring December 2027.

Vote: 7 - 0 - Unanimously

8. LIQUOR LICENSE PUBLIC HEARINGS

Applications under Liquor License Public Hearings may be considered under one public hearing and may be acted upon by one motion unless otherwise requested by Council.

Mayor Daggett opened the public hearing on all applications.

Deputy City Clerk Georganna Staskey introduced the applications and indicated that the police department and community development had provided their respective findings.

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

A. Consideration and Action on Liquor License Application: Kyle Winfree, "All You Mead", at 2781 W Pico Del Monte Cir, Series 13 (Farm Winery), New License

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to forward the application to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

B. Consideration and Action on Liquor License Applications: Lauren Kay Merrett, "Majestic Marketplace," 601 E Piccadilly Dr, Series 07 (Beer and Wine Bar) and Series 09 (Liquor Store), Owner Transfers.

Moved by Councilmember Austin Aslan, **seconded by** Councilmember Khara House to forward the application to the state with a recommendation for approval.

Vote: 7 - 0 - Unanimously

9. CONSENT AGENDA

All matters under Consent Agenda are considered by the City Council to be routine. Unless a member of City Council expresses a desire at the meeting to remove an item from the Consent Agenda for discussion, the Consent Agenda will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

Moved by Vice Mayor Miranda Sweet, **seconded by** Councilmember Anthony Garcia to approve the Consent Agenda as presented.

Vote: 7 - 0 - Unanimously

- A. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with Black & Veatch for Engineering Services on the Rio de Flag Water Reclamation Plant Backup Generators ("the Project") in the amount of \$400,000.00.

1. Approve the Cooperative Purchase Contract with Black & Veatch ("Consultant") for Engineering Services on the Rio de Flag Water Reclamation Plant Backup Generators in the amount of \$400,000.00; and
2. Authorize the City Manager to execute the necessary documents.

- B. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Samsara, Inc. in the amount of \$173,643.52, for the vehicle telematics licensing (hardware is included) for a 36-month period. This contract will provide telematics for specified units with the Streets, Solid Waste, Fleet Services, Sustainability, Library, Water Services, and PROSE sections/divisions.

1. Approve the 36-month Cooperative Purchase Contract with Samsara, Inc. in the amount of \$173,643.52; and
2. Authorize the City Manager to execute the necessary documents.

- C. **Consideration and Approval of Contract:** First Amendment to the Contract for Purchase of Materials with Mountain States Pipe & Supply Co. in the amount of \$549,587.27 for Itron Encoder Receiver Transmitters (ERT) Endpoints and related parts and supplies.

1. Approve the First Amendment to the Contract for Purchase of Materials with Mountain States Pipe & Supply Co. in the amount of \$549,587.27 for Itron Encoder Receiver Transmitters Endpoints and related parts and supplies for a total contract amount of \$749,587.27; and
2. Authorize the City Manager to execute all necessary documents.

10. **ROUTINE ITEMS**

- A. **Consideration and Approval:** 2025 State and Federal Legislative Priorities

Public Affairs Director Sarah Langley addressed Council and stated that the feedback and input provided from Council last week had been incorporated into the priorities. She briefly summarized the changes.

Moved by Councilmember Anthony Garcia, **seconded by** Vice Mayor Miranda Sweet to approve the 2025 State and Federal Legislative Priorities.

Vote: 7 - 0 - Unanimously

- B. **Consideration and Approval of Grant Agreement:** Approve the Grant Agreement with State of Arizona Department of Public Safety for the Anti-Trafficking Grant Award of \$428,658.00.

Senior Deputy City Manager Shannon Anderson, Police Detective Bethany Hyde, and Northland Family Help Center Director of Human Trafficking Services Michelle Rucker provided a PowerPoint presentation that covered the following:

ANTI-HUMAN TRAFFICKING GRANT
BACKGROUND
ANTI-HUMAN TRAFFICKING GRANT

**NORTHLAND FAMILY HELP CENTER
FLAGSTAFF POLICE DEPARTMENT**

Council expressed appreciation for the program and the funding provided through the grant. They thanked everyone involved for their support of victims and for bringing the community together to support the initiatives.

Councilmember Garcia asked about the new detective position. Detective Hyde explained that the grant would fund a dedicated human trafficking detective position and that she had been appointed to the position. The grant would allow for continued training for enhanced expertise and leadership in best practices in emerging trends.

Council further discussed other forms of trafficking such as labor exploitation and how the Flagstaff Police Department coordinated with Victim Witness. Ms. Rucker offered that Northland Family Help Center supported 32 confirmed victims of trafficking in 2024. Through the community crisis hotline, they fielded 242 calls with a primary complaint of trafficking and exploitation in 2024 and since 2018 when they started compiling data, they have served over 462 adult victims who sought services in Flagstaff.

Moved by Councilmember Khara House, **seconded by** Councilmember Lori Matthews to approve the acceptance of the grant from the State of Arizona Department of Public Safety Anti-Human Trafficking grant funds in the amount of \$428,658.00 for FY2024-2025.

Vote: 7 - 0 - Unanimously

- C. Consideration and Approval of Contracts:** (1) Design Build Services Contract, (2) City Conduit Lease Agreement, (3) City Fiber Network Maintenance Agreement, and (4) Fiber License Agreement, all with Wecom, LLC.

IT Director CJ Perry provided a PowerPoint presentation that covered the following:

WECOM FIBER DESIGN/BUILD
MULTIPLE AGREEMENTS
RIGHT OF WAY LICENSE AGREEMENT
CITY OF FLAGSTAFF FIBER DESIGN/BUILD
FINANCIAL TERMS
WHAT THE CITY GETS
MULTIPLE AGREEMENTS

Council briefly discussed how the project would benefit the community and bring services to underserved areas.

Moved by Councilmember David Spence, **seconded by** Vice Mayor Miranda Sweet to approve (1) Design Build Services Contract, (2) City Conduit Lease Agreement, (3) City Fiber Network Maintenance Agreement, and (4) Fiber License Agreement, all with Wecom, LLC. and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

11. REGULAR AGENDA

- A. Consideration and Approval of Grant Agreement:** Approve the Grant Agreement with the Department of Emergency Management and Military Affairs (DEMA) for the Rio de Flag Water Reclamation Plant Backup Generators.

Water Services Section Director Mac McNamara addressed Council and stated that the grant was the first phase of the DEMA grant for the backup generators at the Rio de Flag Water Reclamation Plant. The grant share was \$450,000 with a city match of \$50,000 funded by the Proposition 441 bond. He explained that it was a multiphase grant and when the performance metrics in Phase 1 were met DEMA would release the funds for Phase 2 which would include a \$5.1 million grant and a

city match of \$575,000 which would fully fund construction and development of the site.

Moved by Councilmember Lori Matthews, **seconded by** Councilmember Khara House to approve the Grant Agreement with DEMA for the Hazard Mitigation Grant Program (HMGP) for Rio de Flag Water Reclamation Plant Backup Generators (HMGP DR-4524-16-11R) for \$450,000.00 (90% State Share), with a \$50,000.00 (10% local match) requirement and authorize the City Manager to execute the necessary documents.

Vote: 7 - 0 - Unanimously

12. **OPEN CALL TO THE PUBLIC**

None

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

Councilmember Matthews reported that she went to the Boys and Girls Club to see the exercise equipment that was donated by Pine Canyon. It was great to see how the community came together to support the Club. She also shared concern about the challenges people are experiencing with loosing their fire insurance. The devastation in California is terrible and she would like to have more discussion about city efforts toward fire prevention and mitigation. She expressed a desire to look aggressively at the resource protection overlay and the possibility of elevating fire restoration and mitigation in the Carbon Neutrality Plan.

Councilmember Garcia reported that he attended the art activation at the Coconino Center for the Arts put on by Creative Flagstaff. He noted that the exhibit would run through February and encouraged the public to attend. He also reported that he would be doing a facilities tour with Public Works and would also be meeting with Economic Vitality Director Heidi Hansen to learn more about the Economic Vitality team. Lastly, he encouraged the public to attend the upcoming Library Board meeting.

Vice Mayor Sweet reported that she attended the Aging Well Arizona event. She learned that Flagstaff had earned the Dementia Friendly Community designation, the first Northern Arizona city to do so. She hoped that other communities follow suit and increase awareness and recognition of the need for support services.

Mayor Daggett reported that the Annual Point in Time Count would be happening that week. The count was important to connect with people in the community and help with advocacy for state and federal funding.

Mr. Clifton reported that he would be out of the office for the next week and that Senior Deputy City Manager Shannon Anderson would be the Acting City Manager in his absence.

14. **ADJOURNMENT**

The Regular Meeting of the Flagstaff City Council held January 21, 2025, adjourned at 4:42 p.m.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATION

I, STACY SALTZBURG, do hereby certify that I am the City Clerk of the City of Flagstaff, County of Coconino, State of Arizona, and that the above Minutes are a true and correct summary of the Meeting of the Council of the City of Flagstaff held on January 21, 2025. I further certify that the Meeting was duly called and held and that a quorum was present.

DATED this 18th day of March, 2025

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Work Session of the Flagstaff City Council held January 28, 2025, to order at 3:00 p.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgment

The Council and audience recited the pledge of allegiance, Vice Mayor Sweet read the Mission Statement of the City of Flagstaff, and Councilmember Aslan read the 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. Open Call to the Public

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Eric Wolverton, Executive Director for Habitat for Humanity, provides an update on the 40-starter home at Timber Sky. He expresses appreciation for the team and success of the project. The project is 50% complete with goal of the civil portion being done by May 1st and first ten starter homes in May as well.

In June, they are hosting blitz for home builders, the team will complete the first starter homes in just 10 days. They are asking for community help, requesting for local volunteers for the blitz build team in June. There are 650 applicants for the first ten starter homes. Residents are happy to have the area grow and are also making contributions.

Walter Crutchfield, HOA President- who is also updating the Council on the status of Habit of Humanity and the housing at Timber Sky. At the two recent HOA meetings for the development area they have had support from residents. They have not seen the "not in my backyard" argument. Everyone has been incredibly supportive of the project. Everyone's involvement encourages collaboration and support.

5. Review of Draft Agenda for the February 4, 2025 City Council Meeting

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

None

6. January Work Anniversaries

Senior Deputy City Manager Shannon Anderson highlighted those employees who have work anniversaries in January.

Councilmember Garcia congratulates all the employees and their commitment to the city. Javier Avila was my first supervisor and taught me about work ethic.

7. Presentation from Northern Arizona University School of Mechanical Engineering

Economic Development Manager Jeff McCormick provided a presentation that covered projects being developed by graduate students from the School of Mechanical Engineering. The projects demonstrate the wealth of local resources and the work at NAU that potentially could result in entrepreneurship and opportunities for business development and growth in local employment in the science and technology sectors. Graduate students at the School of Mechanical Engineering, under the guidance of Dr. Michael Shafer, have developed cutting-edge technological projects that could affect the quality of life for people. These presentations are intended to illustrate high-quality science and technology programs that have the potential for enhanced workforce development, technological production, and entrepreneurial creativity in our local market.

The students provided presentations from their research to hopefully generate future economic development.

MECHANICAL ENGINEERING RESEARCH AT NAU
DEPT. MECHANICAL ENGINEERING
DME -- WHO ARE WE
COLLABORATION POTENTIALS
DEAN CHADWELL REMARKS

Sara Sarbaz, PhD Student:
MECHANICAL BEHAVIORIAL OF MOISTURE-SWING MATERIAL FOR CARBON CAPTURE
APPLICAIONS
GLOBAL WARMING AND CARBON CAPTURE
WHY DAC IS THE FUTURE OF CARBON REMOVAL
MISSION DAC
WHY MOISTURE SWING DIRECT AIR CAPTURE
MY GOALS
ACKNOWLEDGMENTS

Mahsa Mohammadi, PhD Student:
UAV BASED MULTITARGET TRACKING WITH OPTIMAZED PATH PLANNING
APPLICATIONS
WHY PATH PLANNING
CONTRIBUTIONS
POTENTIAL COLLABORATIONS

Maryam Maghazeh, PhD Student:
TOPOLOGY OPTTIMIZATION
BACKGROUND ON TOPOLOGY OPTIMIZATION
TO IN GE AIRCRAFT ENGINE BRACKET CHALLENGE
TOPOLOGY OPTIMIZATION IN JULIA
TOPLOGY OPTIMIZATION INDUSTRIAL APPLICATIONS

Wyatt Clark, PhD Student:
A NEURIVASCULAR MEDICAL DEVICE TO CURE BRAIN ANEURYSM
UNMET NEED/DESCRIPTION
INTRAVASCULAR ANEURYSM TREATMENT
BALLOONN ASSISTED COILING/LIQUID EMBOLIC
TREATMENT GOAL: ELIMINATE THE INTRA-ANEURYSMAL FLOW
BALLOON-MESH DEVICE
BALLOON -- MESH CONCLUSION

Sophia Robertson, PhD Student:
IMPROVING THE COMPATIBILITY OF MEDICAL DEVICES WITH THE HUMAN BODY
INTRODUCTION
METHODS
RESULTS
CONCLUSION
ACKNOWLEDGEMENTS

Holly Berns, PhD Student:
DEVELOPING A NOVEL MECHINCAL THROMBECTOMY DEVICE
ISCHEMIC STROKE
ISCHEMIC STROKE TREATMENT
NOVEL ASPIRATION CATHETER
INITIAL SAFETY AND EFFICACY TESTING
ACKNOWLEDGEMENTS

Councilmember House thanks everyone, expresses how amazing the work is and that all the students working on these projects are very smart and she is confident with our future in their hands. She states the treatments and medical devices the students are speaking of are very significant and meaningful to her even personally. Every program was impressive and doing important things for the future.

Vice Mayor Sweet shares that she attended Moonshot events, and states it is fascinating to hear and watch what is happening here in Flagstaff and hope we can keep collaborations. They are revamping the program and hope to hear of the program details when it is ready. Thank you again.

Councilmember Matthews thanks the students for coming and she expresses they are changing the future and world. Having this innovation in our small town and she cannot wait to read their accomplishments in the future.

Councilmember Garcia thanks all of the presenters, he expressed that they really explained the topics well so he could understand, and he really appreciates that. He invites them all back to Flagstaff when their ideas come to fruition.

Councilmember Spence states that as a physician, he is very impressed with the presentations. It makes him wonder why the ideas have not come up before. He wants to congratulate them on asking the question and pursuing the answer.

Councilmember Aslan stated that these were wonderful presentations, and all the students are well on their way to PHD's. He asked about any impact on Moonshot from Federal stay on all granting

Mr. McCormick states the directive is up in the air, and no one really knows where they intend to go with that. It will affect grant applications and grant funding.

Community Investment Director David McIntire states he has been up at the Mesa campus and the scientific research they are doing there is great. The City is proud to have them in the facility.

Mayor Daggett states having NAU in the community has so many benefits and this demonstrates that here tonight. Having Moonshot here in collaboration is great. She is also worried about the grant funding and it demonstrates how much we rely on federal partners in the community but hopefully all is well and we will see.

8. Discussion and Direction: Use of the Council Initiative Fund.

City Clerk Stacy Saltzburg provided history of the fund; what it is used for, and what is available at this time. She asks the Council to provide direction to staff on the use of the Council Initiative Fund. The current suggestions include to support Flagstaff Big Read 2025 and the CocoNuts Robotics Team.

Councilmember House states the Flagstaff Big Read is coming up and runs from February through April. They are looking for sponsorships to purchase books to be provided to the community. The cost they are requesting is \$1,400 for the 2025 season. They have a lineup of speakers and facilitators and there are a lot of local collaborations and this is a big opportunity for the community and major partnership for Flagstaff to engage.

Councilmember Aslan stated that he was hesitant to support the Big Read as a request because he wanted to learn more first. He worries that when you give books away they tend not to be valued. If there is a targeted approach and follow up then providing the book for free is great. The book looks relatable for the community, but he wants to know how they will be distributed. He believes Big Read can answer some of these questions. He does support the \$1,400 but his preference would be for the initiatives requests to come from council and not public comment. He also supports allocating some money for the CocoNuts and their travel budgets. This group represents Flagstaff, and we are proud to have them represent us.

Vice Mayor Sweet stated she would like to consider sponsoring Movies on the Square, or Music on the Square. She expresses Downtown is vital to Flagstaff and treasures the free family events. The

Downtown Business Alliance is on a tight budget, but they are working on sponsorships. she provided a list of what the donation would include with the sponsorship. Vice Mayor Sweet also states we could also play the video from Darrell Marks, she believes this would benefit the entire community.

Councilmember Matthews expresses support for the three suggestions and feels that it really hits on all aspects of the community. She suggests \$2,500 for CocoNuts, \$1,400 for Big Read, and \$3,000 for Movies on the Square, she notes this leaves about \$7,600 in the fund.

Councilmember Aslan notes that Movies on the Square was done last year. He is reluctant to fund the same thing for multiple years in a row.

Councilmember Garcia appreciates the perspective of Councilmember Aslan and understands keeping monies open for other ideas. He does support Movies on the Square.

Councilmember House circled back to the comment on valuing of books that are given away for free, and remembering growing up without books at cost. She always remembered being the kid in the school that could not get a book and always went to the library. She agrees with Councilmember Matthews on the amounts suggested and she would also like to support Movies on the Square as well.

Mayor Daggett expresses support for all three presented. She loves that they are so different and expresses it is a wonderful way for Council to engage in the community.

Mayor Daggett confirmed Council's direction to provide \$1,400 for Big Read, \$2,500 for CocoNuts, \$3,000 for Movies on the Square.

9. Presentation on Civil Rights Office and 2024 Municipal Equality Index

Communication and Civic Engagement Management Analyst Chris Rhode provided his PowerPoint presentation that covered the following:

PRESENTATION OVERVIEW
WHO IT APPLIES TO
WHO IS EXEMPT
PROTECTED CLASSES
COMPLAINT PROCESS
WHAT IS THE MUNICIPAL EQUALITY INDEX
CONTENTS OF SCORECARD
AREAS WE FOCUSED ON IN OUR SUBMISSION
OVERALL SCORE
FLAGSTAFF SCORE HISTORY
WHERE WE LOSE POINTS
KEY AREAS THAT WE RECEIVE POINTS
HOUSING NON-DISCRIMINATION LAWS
SINGLE OCCUPANCY ALL GENDER FACILITIES
CITY PROVIDES TRANSGENDER-INCLUSIVE HEALTHCARE BENEFITS
NON-DISCRIMINATION ORDINANCE IS ENFORCED BY CODA
YOUTH BULLYING PREVENTION POLICY FOR CITY SERVICES
LEADERSHIP'S PRO-EQUALITY LEGISLATIVE OR POLICY EFFORTS
OPENLY LGBTQ+ ELECTED OR APPOINTED LEADERS
CITY TESTS LIMITS OF RESTRICTIVE STATE LAW

Councilmember Spence asked how many complaints were received last year and how it compares to previous years. Mr. Rhode states they get about one or two a year, they had one get to mediation last year. It is very common to get complaints that get dismissed for a variety of reasons.

Councilmember Spence questions if this index produced through a nonprofit. Mr. Rhode states that it is a national nonprofit, the Human Rights Campaign and they are very active in the federal, state, and local levels.

Councilmember House asks about the status on the index given the recent executive orders. Mr. Rhode expresses he did see an article on the business side from the private sector that they do not want to submit as many applications, but he could see laws changing.

Councilmember Aslan asked how closely attached if the federal level and how it will be disrupted. He also agrees with the critique of one of those scores, it is one thing for a scorecard to ask for appointed leaders to have a certain status, but expresses we are not in position to out anyone and it should not be a point on a scorecard, it is up to the public as they elected us. Maybe there are things the city can do to bring more candidates forward that are LGBTQ+. Mr. Rhode states the Human Rights Campaign is a national nonprofit; he is not sure if they receive federal funding. He states that with the current federal administration and current policies he would expect to see this change in some capacity. The scorecard is meant to reflect the way life is like at a local, state, federal level. If the state changed anything it could impact positively or negatively depending on what the change was. We learn something new with every submission, it has spurred a lot of conversations with different divisions, and it has given us an idea of what other cities are looking at.

Councilmember Garcia asks if he has seen anything specific to antibullying and LGBTQ+ profiling Mr. Rhode states that they look at all the areas that they can improve points, he states we did not get points on antibullying, because they want youth programs for it. However, we are working on policies that have come from the conversations we have had.

Councilmember Matthews asks if there are any consequence for not getting points. Mr. Rhode states there is not material consequence from this, it is a well-known national organization that publishes this, and they want cities to look at their policies. They also use the data to see where they should travel or visit. He states that we do not receive any funding from this though, so nothing is taken away.

Mayor states appreciate and the efforts to try and improve our standing to be a more inclusive employer.

10. Public Works Solid Waste Program Update

Public Works Director Scott Overton provided a PowerPoint presentation that covered the following:

SOLID WASTE PROGRAM UPDATES 2025 PROGRAM EVALUATION

Councilmember Matthews stated the Solid Waste Enterprise Fund shows \$80,000 ahead of what we budgeted, she requests a better outlook to why it is running a deficient. Mr. Overton states staff would need to follow up on some of that information. Mr. Overton states we do not take general fund dollars, we are looking at the trends and the long-term health of the fund. These are preventive measures from an unhealthy trend we are currently seeing. Mr. Overton states taking a look at the 5-year plan does give a more holistic idea and why we might see some trouble ahead vs looking at one program.

PROGRAM CHANGES HOLIDAY SCHEDULE COMMERCIAL COLLECTIONS BULK TRASH SERVICES GREEN WASTE PROGRAM SUSTAINABILITY SUPPORT COMMUNITY OUTREACH COUNCIL DISCUSSION

Vice Mayor Sweet thanks staff for looking at the efficiencies before doing a rate study. She questions bulk trash and does not want the new schedule to impact the needs or safety of the community. She is concerned about the fire impact of this and suggests to schedule a separate pine needle pick up to avoid any issues. Mr. Overton agreed.

Fire Battalion Chief Paul Oltrogge, states they are working with Sustainability on dates for an event in the spring. They are looking once a quarter but will continue to work with Sustainability.

Councilmember Aslan asked about the proposed holiday schedule. Mr. Overton states that a Monday holiday is easier, however a Thursday or end of the week holiday will need a big communication push and the community will need to watch the schedule for bins needing to be out early. We are figuring out the schedule, but the hope is that people get into habit of tuning in to communication. We also have Constant Contact that we are utilizing now. Sometimes next day service is not practicable. So by saying flex, we hope to buy some time and meet expectations.

Councilmember Aslan states the community really likes their bulk service. This is a service that is taken for granted and it costs a lot of money to maintain. He believes it needs to continue and we do not want people to abandon trash because they feel a like service is being taken away.

Mayor Daggett reminds the community that they can go to the landfill for free with their water bill.

Councilmember Spence asks in regard to landfill operations, if it is allowable to increase fees to commercial haulers to generate more revenue. Mr. Overton states the rate schedule is set by Council. He states a rate study will likely show a need to increase fees.

Councilmember Spence states that it seems like low hanging fruit, and why we need an extensive rate study for tipping fees. If commercial haulers are making profit on their business they should absorb that cost increase. Management Services Director Rick Tadder confirms there is a process to go through, but it does not have to be full rate study. Staff could do a quick internal look, but it won't give a full picture. It is about a 6-month process.

Councilmember House thanks staff for the presentation, she discusses that during the rollout of the change, she had conversations with community about why Council cut bulky pick up. They are so used to it and see the change as very major. She requests staff share how this change was communicated and why. Mr. Overton states that operationally when we started to see funding changing, we had to look at the business differently and start right sizing the operations. We had been bringing the information for budget changes, but we knew these changes had to happen to preserve the fund. For the health of the fund and the organization these were essential moves to preserve the fund.

Deputy City Manager Joanne Keene states discussions with the internal team regarding this, the main discussion was in December with the budget team. She states staff knows this came forward without bringing it to Council and we are here communicating now and seeing what we can communicate going forward. If we could go back, we would do it differently but going forward we want to support how we can.

Councilmember House appreciates the comment and states conversations have died down so she thinks we are back in the right path. She stated she lives in an apartment and does not hear the same information the management might hear. She suggested a general mailer that might be helpful to get information out. Mr. Overton stated they are discussing how to get direct messaging to people in units.

Councilmember Matthews states that she was in California last week and the trash was overrunning and causing risks with fires, she does not want to be saving a few pennies and putting the community at risk. She requests a meeting regarding the five-year projection, the fund is healthy so she would like to understand how that decision was. She expected this to come to Council for discussion and better communication. She would like to have a more in-depth conversation on this because she still doesn't see the solutions.

Councilmember Garcia thanks the team and recognizes that we still have things that are costing more money without rate increases. He asks if the number for recycling increasing or decreasing. Mr. Overton states the last rate study was in 2018 and the last rate change was 2022. Recycling has been a moving target for the city. We moved to shipping our recyclables to Phoenix, we have gone through two requests for qualifications to improve our support and rebates, and we are currently in a 3-year agreement with Freidman Recycling. They process the product and send us a rebate. That service has been uninterrupted for our residents and we utilize collections and fees to cover that program.

Mayor Daggett expresses dissatisfaction on finding out about this change on social media, she states she never likes being surprised so she would have liked to have that conversation six months ago. She

does fully support employees having holidays off. She is concerned that residents do not understand all the services on the bill and what they all entail. She would also like to see the numbers that led to this decision and what was communicated. She states it is one thing to say there are reasons, but she wants to understand the financials. The public would have benefited from the process, and we would have benefited from knowing this was coming.

11. Open Call to the Public

None

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

Councilmember House states she is speaking at Black Leadership summit at Northern Arizona University.

Councilmember Spence shares the Open Space Commission met for 3.5 hours and discussed the Observatory Mesa Plan that will coming to Council soon. He is looking forward to Transportation Commission the next day.

Ms. Anderson shared that the annual employee event is next week on Wednesday at the Orpheum, and invites Council to join.

13. Adjournment

The meeting of the Flagstaff City Council held January 28, 2025, adjourned at 6:31 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Retreat of the Flagstaff City Council held January 30, 2025, to order at 8:39 a.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this work session, the City Council may vote to go into executive session, which will not be open to the public, for discussion and consultation 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.

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Garcia read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the 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. City Council Orientation Retreat

FLAGSTAFF CITY COUNCIL RETREAT WELCOME AND INTRODUCTIONS

Mr. Clifton introduced Dr. Sara Rinfret, Dr. Fred Solop, and Dr. Nancy Wonders of Global Local who facilitated the retreat.

TODAYS AGENDA GROUND RULES

Dr. Rinfret lead the Council and the Leadership Team through an icebreaker activity.

Mr. Clifton continued the presentation.

OVERVIEW OF CITY COUNCIL COUNCIL AS POLICY MAKER THE DICHOTOMY COUNCIL ROLES ROLE OF THE MANAGER ROLE OF STAFF TYING IT ALL TOGETHER ENGAGEMENT WITH STAFF ENGAGEMENT BY STAFF COUNCIL/STAFF RELATIONSHIPS COUNCIL DECORUM

Communication and Civic Engagement Director Stacy Saltzburg continued the presentation.

MEETING RULES AND PROCEDURES CITY COUNCIL RULES OF PROCEDURE COUNCIL MEETINGS LOBBYING AND DELEGATION MEETINGS

A break was held from 10:30 a.m. through 10:45 a.m.

Dr. Solop continued the presentation.

OVERVIEW OF COMMUNITY UNDERSTANDING OUR COMMUNITY WHAT ARE YOUR TOP TWO PRIORITIES FOR FLAGSTAFF? GENERAL OVERVIEW FLAGSTAFF: TOP 10 EMPLOYERS COMPARATIVE POPULATION GROWTH: 1990-2020 COMPARATIVE POPULATION GROWTH: 2000-2020 FUTURE POPULATION GROWTH AGE AGE: 2000-2020 SEX AND RACE/ETHNICITY RACE/ETHNICITY: 2000 -- 2020 DIVERSITY IN FLAGSTAFF INCOME AND POVERTY EDUCATION HOUSING AND MOBILITY OWNER-OCCUPIED HOUSING: 2000 -- 2020 THE FLAGSTAFF ELECTORATE OUR COMMUNITY DATA RESOURCES

ADDITIONAL RESOURCES
FOCUSED LUNCH DISCUSSION

A break was held from 12:00 p.m. through 1:00 p.m.

Ms. Saltzburg continued the presentation.

THE WORK OF THE CITY COUNCIL
CITY CHARTER
FLAGSTAFF CITY CHARTER
CITY CODE

City Attorney Sterling Solomon continued the presentation.

OPEN MEETING LAW
WHAT CONSTITUTES A MEETING?
LEGISLATIVE INTENT
QUORUM REQUIREMENT
PROHIBITED ACTS/VIOLATIONS
E-MAIL AND OTHER COMMUNICATIONS
PENALTIES
SOCIAL EVENTS
HOW TO AVOID PITFALLS WITH THE OPEN MEETING LAW
PUBLIC RECORDS LAW AND CONFLICT OF INTEREST
PUBLIC RECORDS LAW
RECORD KEEPING REQUIREMENT
CONFLICT OF INTEREST LAW
APPLICABILITY
GENERALLY ARS § 38-503
SUBSTANTIAL INTEREST ARS § 38-502(11)
IDENTIFYING CONFLICTS
REMOTE INTEREST
EXAMPLES
WHAT TO DO
SEEKING HELP
OTHER PROHIBITIONS
PUBLIC PERCEPTIONS
REMEDIES
PENALTIES

Public Affairs Director Sarah Langley continued the presentation.

PUBLIC OUTREACH
MEDIA RELATIONS
PITCHING STORIES
RESPONDING TO INQUIRIES
SOCIAL MEDIA
VIDEOS
CITY WEBSITE
COMMUNITY ENGAGEMENT PLATFORM SOCIAL PINPOINT
RESIDENT EMAILS

A break was held from 2:30 p.m. through 2:45 p.m.

Ms. Wonders and Ms. Rinfret continued the presentation and led the Council and attendees through a group exercise on communication and collaboration.

SKILLS AND STRATEGIES
COMMUNICATION STYLES

COLLABORATION
PUBLIC PARTICIPATION
CONCLUSIONS AND NEXT STEPS

Mr. Clifton, Ms. Wonders, Ms. Rinfret, and Mr. Solop offered closing comments and expressed appreciation for the participation of the group.

5. Adjournment

The retreat of the Flagstaff City Council held January 30, 2025, adjourned at 4:17 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

Mayor Daggett called the Budget Retreat of the Flagstaff City Council held January 31, 2025, to order at 8:31 a.m.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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2. Roll Call

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

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE (virtually)
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

The Council and audience recited the pledge of allegiance, Councilmember Spence read the Mission Statement of the City of Flagstaff, and Councilmember Garcia read the Land Acknowledgement.

MISSION STATEMENT

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

LAND ACKNOWLEDGEMENT

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4. City Council Budget Retreat

Mr. Clifton, along with Senior Deputy City Manager Shannon Anderson, and Deputy City Manager Joanne Keene offered opening comments and provided a PowerPoint presentation that covered the following:

COUNCIL BUDGET RETREAT
AGENDA
BUDGET TEAM
PURPOSE
MEETINGS
ROLES -- STRATEGIC LEADERSHIP
ROLES -- ASSESSMENT
ROLES -- BUDGETARY

Assistant Finance Director Heidi Derryberry continued the presentation.

BUDGET INTRODUCTION
PROCESS
TIMELINE
COLOR OF MONEY
FUND TYPES
SPECIAL REVENUE FUNDS

Council discussed how the funding for the library works in partnership with Coconino County. They asked how many libraries the city oversaw. Library Director Linda Tillson explained that the city managed facilities and staff for the Downtown Library, East Flagstaff Library, Grand Canyon Library, Forest Lakes Library, Tuba City Library, the Detention Center Library, along with two Book Mobiles.

ENTERPRISE FUNDS
CAPITAL PROJECT FUNDS
DEBT SERVICE FUNDS
GENERAL FUND
NEW BUDGET SECTION

Council asked about the qualifications for the new Budget Director and if there would be a requirement for experience with the PBB process. Management Services Director Rick Tadder explained that their intent is to hire the best person for the position. They may not have the specific experience, but they would be trained up on those practices and expectations.

It was asked if the new Section would help with the backlog in Purchasing. Mr. Tadder stated that the addition would not have any impact on Purchasing. However, they are exploring other avenues to provide assistance within that Section.

Finance Director Brandi Suda continued the presentation.

BUDGET 101 ORIENTATION
MAINTAINING FISCAL HEALTH
FISCAL RESPONSIBILITY
FUND BALANCE RESERVE POLICY

Councilmember Matthews asked why the Water Services reserve fund was at 25%. Ms. Suda stated that the 25% was a policy adopted by Council. Once the reserve fund reaches 25% no additional funding was added. Mr. Tadder added that the fund balance was adopted before the last rate study. One of the primary reasons for the higher fund balance was because Water Services had major infrastructure needs and if there were major breaks or facilities issues there needed to be capacity to address those.

Vice Mayor Sweet noted that HURF funds were decreasing and asked if there was a plan/ Ms. Suda explained that the city was very conserving in the HURF balance projections and they analyze the trends frequently. They were projecting that the fund would level out which was not an immediate concern but there were longer term concerns that they are preparing for.

Councilmember Garcia asked if that leveling off was due to electric vehicles. Ms. Suda indicated that electric vehicles were a factor because there was no offsetting fee similar to that of the gas tax.

MULTI-YEAR PLANNING
RECESSION PLANNING
FIVE STAGES OF THE RECESSION PLAN
DEDICATED PROFESSIONAL STAFF

A break was held from 9:55 a.m. through 10:05 a.m.

COUNCIL'S ROLE IN THE BUDGET PROCESS

Mr. Clifton introduced Kathy Novak who presented information about Priority Based Budgeting.

PROCESS
WHAT DOES THEIR BODY LANGUAGE TELL YOU?
GENERAL FUND SUMMARY
STAFF TRIED...
WHAT DOES THIS MEAN?
COUNCIL'S RESPONSE
FRUSTRATIONS
ELECTED OFFICIALS WANT TO KNOW
TRUST
HOW DOES PRIORITY BASED BUDGETING HELP?
PRIORITY BASED BUDGETING PROCESS
GOAL
KEY COMMUNITY PRIORITIES
PRIORITY BASED BUDGETING PRIORITIES AND OBJECTIVES
CONVERSATIONS
FROM THESE QUESTIONS
...TO NEW STRATEGIC QUESTIONS
STRATEGIC QUESTIONS
CONGRATULATIONS!
PRIORITY BASED BUDGET (PBB)
OVERVIEW
CITY OF FLAGSTAFF PBB
GOALS
PRIORITY AND OBJECTIVE DEVELOPMENT
KEY COMMUNITY PRIORITIES
PRIORITY BASED BUDGETING PRIORITIES AND OBJECTIVES
DEFINITIONS
ANNUAL PROCESS
FY 2024-2025 BY QUARTILE
PUBLIC FACING DATA

It was asked how PBB was used to evaluate the need to cut funds mid-year. Mr. Tadder explained that PBB is a budgeting tool. If things have to change in the middle of the year, those were operational changes and within the context of the approved budget. PBB would help guide the decisions in terms of changes in operation.

BUDGET TEAM FOCUS/COUNCIL EXPECTATIONS
INVESTING IN EMPLOYEES
ALIGNING WITH PRIORITY BASED BUDGET
FUNDING REQUESTS

Councilmember Matthews asked about the expenditure limitation. Ms. Suda explained that the expenditure limitation is set in state statute and limits how much of the local money a municipality could spend. The limitation grows each year based on population and CPI. There were different exceptions and exclusions, but the city cannot spend over the limitation. If that happens there were significant penalties where the state would hold the state shared revenues the city receives.

COUNCIL DISCUSSION

The Council provided their priorities for the upcoming budget. The priorities expressed were as follows:

- Housing, Fire, and Downtown Business Alliance
- Infrastructure improvements and deferred maintenance
- Mental health assistance for public safety
- Salaries and investing in staff
- Core services - making sure we have the equipment we need, the staff we need, investing in making sure that we are able to deliver the services our residents have come to expect
- Climate includes fire, do not see those as contradictory but rather complimentary
- Childcare and early childhood education
- City owned land used to solve the housing emergency

PUBLIC COMMENT

Steve Puhr addressed Council about population growth projections and how that had an impact on the budget. He expressed a need to determine a single number or calculation when developing the budget.

Mr. Clifton offered closing remarks and concluded the retreat.

5. Adjournment

The meeting of the Flagstaff City Council held January 30, 2025, adjourned at 12:17 p.m.

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

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2. Roll Call

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

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

3. Pledge of Allegiance, Mission Statement, and Land Acknowledgement

MISSION STATEMENT

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LAND ACKNOWLEDGEMENT

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The Council and audience recited the pledge of allegiance, Vice Mayor Sweet read the Mission Statement of the City of Flagstaff, and Councilmember Spence read the Land Acknowledgement.

4. Open Call to the Public

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. 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.

DJ spoke of remembering of the Declaration of Independence, homelessness, COVID-19, satanism, and has filed complaints with the Police Department.

5. Review of Draft Agenda for the February 18, 2025 City Council Meeting

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

None.

6. City Manager Report

City Manager, Greg Clifton briefly reviewed his report and covered recent award recipients for the City Manager Award Event and Fire Department awards. Mr. Clifton also reviewed priorities for state and federal funding requests.

Mayor Daggett asked for clarification on if we have identified agencies for each of the requests and Mr. Clifton confirms that agencies have been identified.

Councilmember House requests more detail on Plaza Vieja Phase 2 project. Public Affairs Director Sarah Langley states staff submitted the request last year, and staff have been asked to resubmit it this year, the City received another earmark request for that so the City can move forward with more improvements.

7. Micromobility Share -- Preliminary Discussion

Climate Section Director, Jenny Niemann, Engineering Transportation Planner Chris Phair, and Kim Austin from Metroplan provided a report called MetroPlan and Mountain Line Micromobility Share Feasibility Report and a PowerPoint presentation that covered the following:

MICROMOBILITY SHARE IN FLAGSTAFF: PRELIMINARY DISCUSSION

WHY ARE WE HERE TODAY

AGENDA

1.MICROMOBILITY SHARE FEASIBILITY REPORT

FEASIBILITY REPORT GOALS

MICROMOBILITY SHARE BASICS

WHAT IS MICROMOBILITY

HISTORY OF MICROMOBILITY SHARE IN NORTH AMERICA

WHY MICROMOBILITY SHARE

HOW MICROMOBILITY IS SUPPORTED BY METROPLAN AND CITY PLANNING DOCUMENTS

MICROMOBILITY SUPPORTED PLANS

FIRST LAST MILE SOLUTIONS FOR MOUNTAIN LINE

MICROMOBILITY SHARE IN PEER CITIES AND FLAGSTAFF

DIFFERENT MICROMOBILITY SHARE MODELS

PEER CITIES

PREVIOUS MICROMOBILITY SHARE IN FLAGSTAFF

MANAGING MICROMOBILITY SHARE

MANY BENEFITS, BUT ALSO ROSKS TO MANAGE

PERSONAL INJURY

DEVICE PARKING LOTS
LIMITED STAFF TIME FOR OVERSIGHT
PUBLIC PERCEPTION
COMPLIANCE WITH BIKE ORDINANCE
MEDIUM IMPACT RISKS -- MITIGATION STRATEGIES
SPECIAL CONSIDERATIONS: EQUITY
FEASIBILITY REPORT CONCLUSIONS

Councilmember Matthews stated she liked the idea but has concerns regarding crazy drivers and accidents. She likes the approach of using the third party for liability. Councilmember Matthews states there might be a lot of usage after midnight when drinking has occurred, and she questions how seeing bikes and scooters in the streets would impact accessibility. Councilmember Matthews asks if staff has had conversations with the Commission on Inclusion and Adaptive Living. Kim Austin from Metroplan states that would be part of the next steps if Council wishes to continue conversations. Councilmember Matthews restates this would a great next step for making Butler more accessible.

2.MICROMOBILITY SHARE IN FLAGSTAFF
HOW A MICROMOBILITY SHARE OPERATOR COULD MANAGE A SHARED SYSTEM IN
FLAGSTAFF
MOVING FORWARD
ALTERNATIVE
IMPLEMENTATION STEPS
KEY CONSIDERATIONS
ENGAGEMENT
3.SEEKING DIRECTION
MOVING FORWARD
ALTERNATIVE
DISCUSSION
THANK YOU

Council discussed the following points:

Councilmember House states she is very interested in moving this forward, remembering the pilot program, she noted that she was living and working in a multifamily area and there were challenges with the bikes being dumped and not having clear direction on navigating that. She recommends reaching out to the Neighborhood Associations and partnering with the schools.

Councilmember Garcia expresses support in moving forward as well but does have questions regarding the pilot program. Councilmember Garcia echoes Councilmember House's concern on underserved communities and the impacts on them. Councilmember Garcia suggests reaching out to Mountain Line to see how we can utilize and expand the program for linkage for people to get to their destination after a bus trip. He expresses safety concerns but believes the Grand Junction benchmark program might be a good guide and states he suggests starting with one company and seeing how it goes.

Vice Mayor Sweet states she is excited about the program possibilities. She acknowledges the pilot did have rough spots, but states technology has come a long way since the pilot. Vice Mayor Sweet suggested engaging the Downtown Business Alliance and she believes getting their perspective would be valuable. She states education will be important in the success of the program and engaging with Mountain Line will be important too.

Councilmember Aslan states he supports micromobility and the City's support for multimodal transportation. Councilmember Aslan acknowledges the challenges with the pilot but believes the community is now ready for this to come forward. He states the parking challenges will be interesting and also suggests coordinating with the Downtown Business Alliance for best practices.

Councilmember Spence states his support but asks if Northern Arizona University uses a vendor or if they own their devices. Ms. Niemann states that their yellow bike program is a long-term rental, however, the sports teams have private companies. She states she can gather more information from

them as well. Councilmember Spence restates support for a single vendor and Ms. Niemann states that staff and the feasibility report see the benefits of the single vendor and the procurement process does allow for a single vendor, but reiterates that ultimately the decision will end up with Council.

Council supports moving forward with discussions on Micromobility.

8. Pressure Wastewater Code Amendment

Water Services Project Manager Jackson Salazar, Water Services Engineering Section Director Mac McNamara, and NCS Engineer Brian Hamrick provided a Gravity Sewershed Map and a PowerPoint Presentation that covered the following:

PRESSURE WASTEWATER CODE AMENDMENT
HOW IT WORKS
RESEARCH
HISTORY OF PRESSURE WASTEWATER
PROPOSED CODE AMENDMENT
CONCLUSION
NEXT STEPS
DISCUSSION

This code amendment will allow for publicly owned pressure wastewater systems and outlines the standards and specifications for new pressure wastewater mains and lift stations. The current code prohibits the public ownership of pressurized wastewater mains.

Councilmember Matthews states that we could implement a reliability requirement for developers to hold them accountable. Mr. Salazar states this causes challenges, and a developer would likely charge fees for those requirements. Councilmember Matthews states confusion on why we would maintain the system if a developer put it in. Mac McNamara states that if it is private company, it does not have to fall within the standard compliance levels however, if it is a public system that it must fall within the City standards.

City Manager Greg Clifton states that even with a private station there is no guarantee that it would be maintained. He states that is a big distinction between the systems, City systems have a lot more resources and team members dedicated to them. Mr. Clifton states the City always try to "own it now instead of own it later."

Councilmember Garcia asks about the gravity process and asks about pump specifics. Brian Hamrick describes the pumps and how they are mechanically and electrically powered. Councilmember Spence states concerns about safety with backflow prevention and protecting drinking water supply. Mr. Salazar states there are number of sensors, and it automatically calls out if something is out of compliance for an operator to attend to.

Mayor and Council support moving forward with this.

9. Discussion and Direction on Existing City Nuisance Ordinances

Staff provided a copy of Chapter 6-08 of city code Noise Control and Council discussed the following:

Councilmember Spence asks if there is a benefit to combine both the Party Nuisance Ordinance and the Noise Nuisance Ordinance. City Attorney, Sterling Solomon states that the one noise ordinance was insufficient due to challenges that arose from Flagstaff being a college town, and he advises they stay separate.

Public Commenters:

- Jim McCarthy
- Candace Ryan
- Blake Witten

Public Commenters expressed the following on the topic:

- Requesting to enforce both noise and party nuisance ordinances.
- Requests that Planning and Zoning prioritize residential properties in these zones to support livability.
- Times do not really matter if enforcement is not happening when the issue is occurring
- Struggles with rentals do to the noise

Mr. Clifton states staff is looking for direction to see if Council wants any amendments, He noted that staff have not been taking action under the current policies because of the recent court order.

Councilmember Spence states opposition to removing any commercial wording from the nuisance ordinances. Councilmember House concurs with Councilmember Spence on commercial wording. Councilmember House states she would like to look at the hours again and asked everyone to remember the neighborhood and ask "*what makes these neighborhoods different.*" She believes that a solution is needed for this neighborhood.

Councilmember Matthews asks if businesses are included in the ordinance, Mr. Solomon confirms they are. Councilmember Matthews states finding a solution is a struggle, there are not hours that would be acceptable. Councilmember Matthews states staff did a lot of work last year and Council could not find a happy medium.

Councilmember Aslan states he would like to see the ordinance go into active status and would like a year of data before making any decisions. He agrees with Councilmember Spence that we cannot allow commercial to be exempt. He states that he believes this is a location and situation specific and not a city-wide issue, he also states he does not want to bring decibels into the ordinance matter.

Vice Mayor Sweet states she supports looking at the hours and states her research shows most cities she found did state a level of decibels. She suggests reviewing the private consultants report again. She does not want to wait a year on this but agrees a few months of data with enforcing the ordinances would be helpful.

Councilmember House states she would like to keep voicing the question of being acceptable at this location. She recommends The Color of Law Book which reviews the history of segregation in the nation and how zoning codes have historically been discriminatory toward people of color and people of poverty.

Mayor Daggett states Council needs time to consider and to ensure a solution will work. Mr. Clifton restates that today is more of an interim discussion until the policy discussion returns. Mr. Clifton states this conversation will return within a few months so staff can gather more data from enforcing the ordinances for Council to consider.

10. Open Call to the Public

None.

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

Councilmember Spence states that after learning more about Priority Based Budgeting this week he rescinds one of his FAIR items from last week regarding updating goals.

Vice Mayor states that *I Heart Pluto* night is coming up and there is an event at Mother Road Brewery later in the week.

Councilmember Garcia states he had the honor to introduce the recent Police Department academy class. He states the Sunnyside Association meeting is that week. He states he watched Planning and Zoning meeting and requests to find out if we have a council liaison for it, he states interested in being

the liaison. He made a FAIR request to have a conversation around the Pinon Pine Project. Mayor Daggett responds that the Fire Department staff has a great presentation available regarding hazardous waste and suggests staff present the material to show how well trained and prepared our personnel is.

Councilmember Matthews states that last week's virtual meeting hosted by Water Resources Manager Erin Young showed a sneak preview on how Scottsdale and others are planning on water cleaning. She states would like to have some discussion what it would cost to initiate a firm to do a study.

Mayor Daggett states she is having a home fire assessment done and invited all her neighbors to come to see precautions they can take. Mayor Daggett provides Mark Adams, Fire Risk Reduction Specialists information for members of the public that are interested. She continues her update on just getting back from the Mayors Institute of Design, she is hoping to make the readings available to anyone interested in the material. Mayor Daggett shares that this weekend is the *With Love, Flagstaff* event. She also states there is a *Fix It Clinic* and reminds everyone to that you have to make an appointment for it.

12. Adjournment

The meeting of the Flagstaff City Council held February 11, 2025, adjourned at 5:10 p.m

MAYOR

ATTEST:

CITY CLERK

MINUTES

1. Call to Order

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Mayor Daggett called the Work Session of the Flagstaff City Council held February 25, 2025, to order at 3:02 p.m.

2. Roll Call

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

PRESENT:

ABSENT:

MAYOR DAGGETT
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER GARCIA
COUNCILMEMBER HOUSE
COUNCILMEMBER MATTHEWS
COUNCILMEMBER SPENCE

Others present: City Manager Greg Clifton; City Attorney Sterling Solomon.

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.

The Council and audience recited the pledge of allegiance, Councilmember Alsan read the Mission Statement of the City of Flagstaff, and Councilmember Matthews read the Land Acknowledgement.

4. Open Call to the Public

Open Call to the Public enables the public to address the Council about an item that is not on the prepared agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. Open Call to the Public appears on the agenda twice, at the beginning and at the end. The total time allotted for the first Open Call to the Public is 30 minutes; any additional comments will be held until the second Open Call to the Public.

If you wish to address the Council in person at today'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 Open Call to the Public and Public Comment. 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.

None.

5. Review of Draft Agenda for the March 4, 2025 City Council Meeting

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

None.

6. February Work Anniversaries

Deputy City Manager Joanne Keene highlighted those employees who have work anniversaries in February.

7. City Manager Report

City Manager Greg Clifton briefly reviewed his report and covered recent award recipients for the Annual Employee Event.

Mr. Clifton highlighted the Ponderosa Award recipient, Captain Casey Gonzales for distinguished accomplishments of the year. Captain Casey Gonzales expressed gratitude to the city and the honor of being selected.

Mr. Clifton reviewed the Washington DC trip schedule and Council rotation.

8. Route 66 Centennial Celebration Plans

Economic Vitality Director Heidi Hansen, Marketing, Public Relations Manager Lori Pappas, and Convention, and Visitors Bureau Director Trace Ward provided a PowerPoint presentation that covered the following:

FLAGSTAFF ARIZONA ROUTE 66 100TH ANNIVERSARY

TARGET AUDIENCE

SIGNIFICANT DATES

STRATEGY

TACTICS WALK THIS TALK TOUR

TACTICS NOSTALGIC ROAD TRIP

TACTICS BEAUTIFICATION

TACTICS CONTINUED BEAUTIFICATION OF ROUTE 66

TACTICS SIGNAGE ENHANCEMENTS

TACTICS MOUNTAIN LINE BUS WRAP

TACTICS KEEPSAKE PUBLICATIONS & FLIP BOOKS
TACTICS SALES
TACTICS INTERNATIONAL TRAVEL TRADE
TACTICS VISITOR SERVICES
TACTICS CO-OP EFFORTS WITH ARIZONA OFFICE OF TOURISM

Council discussed the following points:

Councilmember House states her excitement for the project and upcoming celebrations and asked if we can engage historic communities and cultural communities that have travelled the Mother Road. Ms. Pappas explained the close partnerships with businesses throughout town and utilizing local festivals for marketing. Ms. Pappas explained that earned media has also provided some national coverage with the traveling Australian show sharing some advertising as well. She continued with sharing details on surrounding city collaborations with Seligman, Williams, and Sedona, beautification walks, and capturing a broader audience with the upcoming Olympics possibly in Los Angeles. Councilmember House seeks clarification on how multicultural communities were being engaged. Mr. Ward responded that it is a work in progress, and they would get back to her with more information.

Councilmember Aslan requested information for how interested members of the community are being engaged and opportunities for involvement. Ms. Hansen explained that there are opportunities to be involved and people are welcome to coordinate with Discover Flagstaff, she noted their office is not currently partnering with people who are requesting payment for additional services. She also relayed that they are working with the cities in Arizona and all eight states that have Route 66 for additional collaboration opportunities and shared the coordinated plans with the group that is traveling the whole route.

Councilmember Aslan requested an update on the walking 66 park and encouraging the public to go there. Community Investment Director Dave McIntire explained the park was part of the original Route 66 pavement that has been preserved. He stated there is no vehicle access currently so despite efforts of directing people there, there is not currently as much use as the team would like. Staff is working with BNSF on possibly utilizing their access road for the public. Councilmember Alsan questioned the sizing of the logo and Ms. Hansen stated the logo cannot be changed but did reassure that it was a collaboration effort with the Tourism Commission. Councilmember Alsan states an additional way to advertise would be noting Flagstaff is the first STEM city and asked if there is a reason Germany has a high interest in Route 66 and the Centennial celebrations. Mr. Ward responded that quite a bit of Europe has a high interest in Route 66, and that it is likely available research when they plan their trips.

Councilmember Sweet stated she would like more information on business outreach. Ms. Hansen states local businesses have collaborated on the Route 66 Centennial Passports. She also explained that Mr. Ward has coffee monthly with business owners to get their continued input and coordinated with many downtown businesses for window advertising including QR codes for the community to have easy access to information. Ms. Hansen stated she recently spoke on the radio regarding the upcoming celebrations as another means of providing information to the community.

Councilmember House requested more information on the prizes from the passport book. Ms. Pappas explained there are fun things like stickers, rearview dice, and air fresheners. Councilmember House noted this would be good to highlight because until reading the app she was not aware of prizes for completing the passport.

Councilmember Spence asked if other cities have original Route 66 pavement as well and Mr. Ward confirmed other cities have original pavement as well and Ms. Hansen reiterated the collaboration with other Arizona cities.

Mayor Daggett asked if there was anything special happening at City Hall and Ms. Hansen stated there would likely be advertising and signage as it gets closer.

Mayor Daggett thanks the team for all their hard work and continued efforts to make Flagstaff shine.

9. **USDA Urban Agriculture and Innovative Production Grant Update: Phase 2 Community Conversations**

Sustainability Manager Steven Thompson, Food Systems Coordinator with Flagstaff Foodlink Sara Sprague, and Executive Director of Pinnacle Prevention Adrienne Udarbe provided a Notice of Award, Community Conversation Report, Community Food Systems Assessment, Community Conversation Stakeholder Gathering Invite, and a PowerPoint Presentation that covered the following:

ASSESSING & GROWING A SUSTAINABLE COMMUNITY FOOD SYSTEM
DISCUSSION OVERVIEW
PURPOSE OF THE USDA GRANT PROJECT
PROJECT TIMELINE
CITY OF FLAGSTAFF COMMUNITY FOOD SYSTEM ASSESSMENT COMMUNITY ENGAGEMENT
PROJECT SUPPORT
ENGAGEMENT METHODOLOGY
OVERVIEW
COMMUNITY REFLECTIONS
COMMUNITY REFLECTIONS, CONTINUED
OPPORTUNITIES INFORMED BY COMMUNITY IN RESPONSE TO THE ASSESSMENT
STAKEHOLDER RELECTIONS
STAKEHOLDER REFLECTIONS, CONTINUED
STAKEHOLDER FOOD SYSTEM PRIORITIES
STAKEHOLDER INFORMED POTENTIAL FOOD BUSINESS OPPORTUNITIES
QUESTIONS

Council discussed the following points:

Councilmember House asked what led to the pivot of centering on indigenous perspectives. Ms. Sprague stated that looking not only at demographics, but really understating the census of the area and how certain areas may not be fully captured and ensuring indigenous community members had a space to express their concerns.

Councilmember House asked if food forests, and community fruit and nut trees were part of the conversations. Ms. Udarbe explained that the environment here is harsh but reassured her that growing food on city-owned spaces is a part of the conversation. Mr. Thompson stated that through the BBB funds there was a small food orchard planted at Bushmaster Park and stated other staff have also been working on opportunities through a variety of means including code changes that would allow for more conversations on food forests.

Councilmember Matthews stated she has space on her property for fruits and vegetables but the weather and short growing cycles in the area make producing fruit and gardening difficult. She stated most of the contributors to the farmers market are coming from areas further south and asks what we can do to overcome these challenges and make our own farmers market more robust. Ms. Udarbe stated there is an engaged community and farmers grow different capacities depending on their locations but there are more conversations for food recovery as well. Mr. Thompson further explained that combating hunger and food access is a part of the regional plan, and we can do this with local partnerships and growers in the area.

Councilmember Matthews stated the foodbank already gets food from the grocery stores and anything not safe for consumption goes to the farmers to feed their livestock. She asked if there is a different level in food recovery that we are not addressing. Mr. Thompson confirms the Flagstaff Family Food Center does this but states the expanded focus is how to capture hot food from restaurants when staff is not always available to pick up hot food.

Councilmember Spence states one of the goals in Flagstaff is to become a more sustainable city. He asked what we can do to help local grocery stores be on the same level as big chain stores or ways to incentivize people to shop at small grocery stores. Ms. Udarbe stated this is exactly what the community wants, and there is more in phases two and three of the plans for the community.

Mayor Daggett states that the Flagstaff Family Food Center has seen hunger grow in the region at an alarming rate. She states that community gardens for the new housing units and parks would be a great idea. She asked if the Flagstaff community market has conversations about accessibility. She notes that the double-up bucks program is great and that community members might not be aware of it. Ms. Udarbe states that there is a need to increase awareness of double-up bucks. She further states that in the forthcoming action plan there will be more details to address cost barriers and tax incentives that can be put into place. Mayor Daggett asks if there is a concern regarding possible federal cuts and Ms. Udarbe states there is a concern and Mr. Thompson added that the team is in communication with stakeholders at all levels of federal programs to ensure members have knowledge.

10. U.S. Department of Treasury, American Rescue Plan Act (ARPA), Local Recovery Fund Update

Grants, Contracts and Emergency Management Director Stacey Brechler-Knaggs provided a PowerPoint presentation that covered the following:

AMERICAN RESCUE PLAN ACT (ARPA) UPDATE
 ARPA UPDATE
 CITY OF FLAGSTAFF RECEIVED \$13,252,816
 FEDERAL FUNDING STATUS TABLE (100% OBLIGATED)
 WHAT WAS FUNDED -- FEDERAL
 NON-FEDERAL FUNDING STATUS TABLE
 WHAT WAS FUNDED -- NON-FEDERAL
 ARPA UPDATE
 QUESTIONS

Council discussed the following points:

Mayor Daggett, Vice Mayor Sweet, and Councilmember House thanked the team and expressed how grateful they were for all their hard work. They highlighted the impacts these fund allocations have had on the community and small businesses. They were proud to see and participate in ensuring the community needs were met through these funds.

11. Overview of the Water Services Division and a Water Resources & Conservation Update

Water Conservation Manager, Tamara Lawless, Water Services Manager Erin Young, and Water Services Director Lee Williams provided a PowerPoint presentation that covered the following:

WATER SERVICES/WATER RESOURCES & CONSERVATION UPDATE
 WATER SERVICES OVERVIEW (LEE)
 FIELD OPERATIONS PATRICK O'CONNOR
 PLANT OPERATIONS -- LEE WILLIAMS
 STORMWATER -- ED SCHENK
 ENGINEERING -- MAC MCNAMARA
 REGULATORY COMPLIANCE -- JOLENE MONTOYA

Mayor Daggett acknowledges and congratulates recent City Manager Award for the Water Services Team.

Councilmember Aslan asks why Flagstaff tap water tastes better than others in the state. Mr. Williams states the variety of reasons including colder water, mineral levels, and less chlorine levels and invites anyone for a tour for the facility.

RESOURCE MANAGEMENT -- ERIN YOUNG
 WATER RESOURCE HISTORY
 WATER RESOURCE DEVELOPMENT
 WATER RESOURCE MANAGEMENT

Mayor Daggett recognized the team for considering future populations and taking the Regional Plan into account.

Councilmember Matthews asks when the projections call for Red Gap Ranch usage. Ms. Young states that if current variables and projections maintain, Red Gap Ranch usage would project to be utilized in 2046. However, outside variables such as a catastrophic fire could cause the need for it to be utilized sooner.

Councilmember Spence asked how the population growth was being calculated. Ms. Young states that while projections are variable there is density cap of 170,000 people and reiterates that if the City needs to pivot there are possibilities and the equation takes into consideration volume of water for usage not just population. Mayor Daggett and City Attorney Sterling Solomon reiterate how thoughtful and science-based staff has been during their research.

Councilmember Matthews asked where we pulled the growth number from, and Ms. Young states the number comes from the Regional Plan and it is a 40 year average.

WATER DEMAND PROJECTIONS (UPDATED 2024)
 WATER CONSERVATION STRATEGIC PLAN
 WATER CONSERVATION
 WATER USE (PULL)
 WATER CONSERVATION PROGRAM
 WATER CONSERVATION
 QUESTIONS

Council discussed the following points:

Councilmember Garcia highlighted that even with a higher population now we are using less water than with our previous lower population. He states he did also question the 100-year designations however with research and a better understanding of how the metrics are fluid, he now understands that there is not a simple answer but the theoretical variances make sense.

Mayor Daggett asked how residents can request staff to come check their home for water efficiencies. Ms. Lawless stated that residents can email the Water Team with questions and stated that the customer service staff does flag accounts that seem far off their normal usage to be reviewed by the Water Team as well.

12. Presentation and Discussion on an Opportunity to Expand Housing Choice Voucher Program Resources by Accepting a Voluntary Program Transfer From the City of Williams

Housing Director Sarah Darr, provided a HUD Intent Letter, City of Williams Resolution and Transfer Letter, and a PowerPoint Presentation that covered the following:

OPPORTUNITY TO EXPAND VOUCHER PROGRAM RESOURCES
 THE OPPORTUNITY TO SERVE & INCREASE COMMUNITY RESOURCES
 TERMS USED TODAY
 OUTLINE
 THE OPPORTUNITY TO SERVE & INCREASE COMMUNITY RESOURCES
 PEOPLE AND BUSINESS
 HOUSING CHOICE VOUCHER PROGRAM (HCV)
 HOW DO VOUCHER PROGRAMS WORK?
 LOCAL IMPACT OF VOUCHER PROGRAM IN FLAGSTAFF
 WHAT IS UTILIZATION?
 LOCAL PERFORM METRICS UTILIZATION & TIME FROM ISSUANCE TO MOVE IN
 LOCAL PERFORMANCE METRICS SUCCESS AND TURNOVER RATES
 VOUCHER PROGRAM WAITING LISTS
 MULTIFAMILY NEW CONSTRUCTION IN FLAGSTAFF
 THE REQUEST
 WHY?

CONTEXT
CURRENT PROGRAM DYNAMICS
HOW DOES A TRANSFER WORK?
HOW WILL THIS WORK?
LET'S TALK ABOUT MONEY
WHAT ABOUT OUR STAFF
WHY WOULD WE DO IT
CONDITIONS OF ACCEPTANCE
HUD COMMITMENT (SO FAR)
OTHER IMPORTANT INFO
TIMELINE
OPPORTUNITY TO EXPAND VOUCHER PROGRAM RESOURCES
QUESTIONS?

Council discussed the following points:

Councilmember Matthews asked about resident preference and what happens when someone comes from out of state, she asks if a Williams resident will receive resident preference if they come to live in Flagstaff. Ms. Darr reviews the "portability" element of the vouchers which allows voucher holders to move across the country. She explains the difference between portability and absorbing the vouchers which would take away from our allotted vouchers. Additionally, she explained how we would not absorb their vouchers but would be adding the William's vouchers to the total number currently assigned to the program as this includes expanding the areas the program currently covers and the administrative work associated with it. She explained local preference would include individuals within all the zip codes listed in the presentation.

Councilmember Matthews asked if the City is still eligible for the \$60,000 for accepting the additional vouchers or if it is contingent on 100% utilization of the vouchers. Ms. Darr explains that the whole Williams program would be transferred to the City's current program, and the City would receive the \$60,000 once all vouchers are used, currently there is 100% utilization as of January. Councilmember Matthews asks if the William's Program has unused vouchers if they can be applied to people on the current Flagstaff waiting list. Ms. Darr confirms that is accurate and states if this is approved that starting July 1, 2025 any additional vouchers could be utilized. She also clarifies that vouchers can be used for any units or homes that qualify for the program including affordable housing units.

Councilmember Garcia states he is happy with the team working on this and how the additional funds from absorbing the program will assist the department. He asked if William's residents will be displaced or if they will have a seamless move to Flagstaff. Ms. Darr clarified that voucher holders are not required to move to Flagstaff, they are able to stay in their current homes.

Councilmember House asked for clarification on how the City can capture these additional vouchers and have the capacity to meet the need with the existing need in the community given the current waiting list and limited properties. Ms. Darr reiterated the slide titled Multifamily New Construction in Flagstaff and explained that while no city in the country can meet all the needs of the community there are more resources available now, and the voucher holders are already present in households at this time. It is not 50 new individuals or families looking for households, it is 50 households within the community that are already utilizing the voucher program.

Mayor and Council unanimously express support for staff to move forward with the transfer of the Williams voucher holder program.

13. Open Call to the Public

Nadine Hart addressed Council and stated she is dissatisfied with the voucher program and her current lived experiences as a voucher member.

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

Vice Mayor Sweet requested a discussion to use to the Council Initiative Funds to support the Habitat for Humanity project scheduled for the summer by providing food and drinks to all the volunteers.

Councilmember House stated she attended several events the prior week including the Athena Awards, a County Emergency Management Overview, the Police Academy Graduation, and the Black Renaissance Gala at Northern Arizona University. She also attended the Bridging Progress Presentation in Phoenix from Governor Hobbs and that during that presentation the Arizona Commission on African American Affairs stated they hope to have a community forum in June. She reminded the community that the Black History Month Closing Reception through the Lived Black Experience is later in the week at the Market of Dreams.

Councilmember Spence stated he is excited for the Open Spaces Commission and Parks and Recreation Commission future budget planning presentation that will come forward soon.

Mayor Daggett welcomed the new police officers to the City. She reminded the community that the Commission on Inclusion and Adaptive Living meets that week and encouraged the community to attend the opening of the Youth Arts Exhibit at the Coconino Center of the Arts.

15. Adjournment

The meeting of the Flagstaff City Council held February 25, 2025, adjourned at 7:35 p.m.

MAYOR

ATTEST:

CITY CLERK

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Georganna Staskey, Deputy City Clerk
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Action on Liquor License Application: Chad Michael Cook, "YLEM Distilling "1605 N Main St, Series 18 (Craft Distiller), New Application

STAFF RECOMMENDED ACTION:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Executive Summary:

The liquor license process begins at the State level and applications are then forwarded to the respective municipality for posting of the property and holding a public hearing, after which the Council recommendation is forwarded back to the State. A Series 18 license allows the holder to have an in-state Craft Distillery is located in Arizona and produce not more than 20,000 gallons of distilled spirits annually. The licensee may serve spirits produced on the premises for consumption on the premises, sampling, and in the original, sealed container for sales "to-go". The licensee may sell and deliver to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.10(7). An In-state Craft Distillery that produces not more than 1,189 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state. Sales of distilled spirits produced by other craft distillers may not exceed 20 percent of sales by volume. The licensee may apply for one (1) Remote Tasting Room (series 19) which is to be located in the State of Arizona. The licensee must report annual production gallonage to the Arizona Department of Liquor annually. A.R.S. §4-205.10. YLEM is an existing business in Flagstaff. If approved, it will be one of three series 18 licenses in Flagstaff.

To view surrounding liquor licenses, please visit the [Active Liquor Licenses Map](#).

The application was properly posted on February 13, 2025 and the Police and Community Development divisions have reviewed the application and their reports will be attached to the final agenda packet. No written protests have been received to date.

Financial Impact:

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

Policy Impact:

Not applicable

Previous Council Decision or Community Discussion:

Not applicable

Options and Alternatives to Recommended Action:

1. Forward the application to the State with a recommendation for approval;
2. Forward the application to the State with a recommendation for denial based on the testimony received at the public hearing and/or other factors.

Connection to PBB Priorities and Objectives:

Liquor licenses are a regulatory action and there are no Community Priorities that directly apply.

Connection to Regional Plan:

Not applicable

Connection to Carbon Neutrality Plan:

Not applicable

Connection to 10-Year Housing Plan:

Not applicable

Attachments:

[Letter to Applicant](#)

[Hearing Procedures](#)

[PD Memo](#)

[PD Supplemental Report](#)

[Code Memo](#)

[Series 18 Description](#)

[Map](#)



CITY OF FLAGSTAFF

Office of the City Clerk

3/6/2025

Chad Michael Cook
311 W Beryl Rd
Flagstaff, AZ 86005
chad@ylemflag.com

Dear Mr. Cook,

Your application for a Series 018 (Craft Distiller) Liquor License for YLEM located at 1605 N Main St, Flagstaff, AZ was posted on February 13, 2025. The City Council will consider the application at a public hearing during their scheduled Regular City Council Meeting on **March 18, 2025, which is scheduled to begin at 3:00 p.m.**

It is important that you or your representative attend this Council Meeting via video conference ([Microsoft Teams Meeting](#)) or in person and be prepared to answer any questions the City Council may have. Failure to be available for questions could result in a recommendation for denial of your application. We suggest you contact your legal counsel or the Department of Liquor Licenses and Control at 602-542-5141 to determine the criteria for your license. To help you understand how the public hearing process will be conducted, we are enclosing a copy of the City's liquor license application hearing procedures. Please note, should you wish to address Council about your application you are allotted 10 minutes to do so after the staff presentation. *You are not required to speak but we want to make you aware of the opportunity.* Please inform our office if you plan on doing so as we will incorporate any materials or attachments for City Council to review.

The twenty-day posting period for your liquor license application is set to expire on March 5, 2025, and the application may be removed from the premises at that time.

If you have any questions, please email me at georganna.staskey@flagstaffaz.gov.

Sincerely,

Georganna Staskey
City Clerk's Office

Enclosures



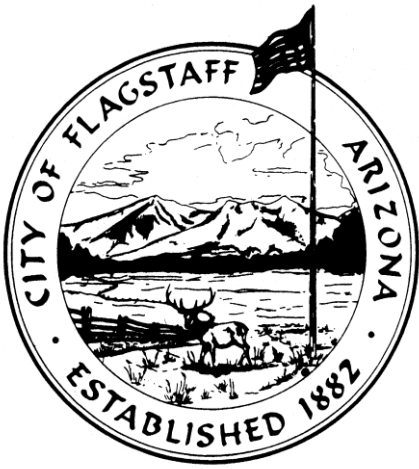
City of Flagstaff

Liquor License Application Hearing Procedures

1. When the matter is reached at the Council meeting, the presiding officer will open the public hearing on the item.
2. The presiding officer will then ask whether City staff have information to present to the Council regarding the application. Staff should come forward at this point and present information to the Council in a presentation not exceeding ten (10) minutes. Council may question City staff regarding the testimony or other evidence provided by City staff.
3. The presiding officer will request that the Applicant come forward to address the Council regarding the application. The applicant can give a presentation not exceeding ten (10) minutes. Council may question the Applicant regarding the testimony or other evidence provided by the Applicant.
4. Other parties, if any, may then testify, limited to three (3) minutes per person. Council may question these parties regarding the testimony they present to the Council.
5. The Applicant may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of the Applicant.
6. City staff may make a concise closing statement to the Council, limited to five (5) minutes. During this statement, Council may ask additional questions of City Staff.
7. The presiding officer will then close the public hearing.
8. The Council will then, by motion, vote to forward the application to the State with a recommendation of approval, disapproval, or shall vote to forward with no recommendation.

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

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



FLAGSTAFF POLICE DEPARTMENT

911 SAWMILL RD • FLAGSTAFF, ARIZONA 86001 • (928) 779-3646

ADMIN FAX (928)213-3372

TDD 1-800-842-4681



Police Chief
Sean P. Connolly

MEMORANDUM

Memo #25-021

TO: Chief Connolly

FROM: Sgt. N. Almendarez #703

DATE: March 5th, 2025

**RE: New Application – Series 18 (Craft Distillery) Liquor License Application–
YLEM Distilling**

On March 5th, 2025, I initiated an investigation into a new application for a Series 18 (Craft Distillery) liquor license filed by Chad Michael Cook (Agent) Robert Belknap Markey (Controlling Person/Manager) and Zachary James Walker Ellman (Controlling Person/Manager). This is for a new application, and the application number is 324431. It is for YLEM Distilling, located at 1605 North Main Street, Flagstaff, AZ.

I conducted a query through local systems and public access on Chad, Robert and Zachary. I discovered no derogatory records. I conducted a search for current or historical liquor violations on the business and discovered no violations.

I found evidence that the applicant has taken the mandatory liquor license training. This business is not located within 300 feet of a school.

A representative for the business was invited to be present for the council meeting on March 18th, 2025.

YLEM Distilling (Series 18 Craft Distiller)

Agent: Chad Michael Cook

OnCall:

- Five contacts listed as victim, other etc.

Public Access:

- Two civil traffic violations

<u>Case Number</u>	<u>Name</u>	<u>Party Type</u>	<u>Birth Date</u>	<u>Address</u>	<u>Court</u>
J-1301-TR-20063154	CHAD MICHAEL COOK	DEFENDANT	07/1981	GLENDALE, AZ 85308	Mayer Justice
M-1041-TR-4925	CHAD MICHAEL COOK	DEFENDANT	07/1981	TUCSON, AR 85737	Tucson Municipal Court

Controlling Person/Manager: Robert Belknap Markey

OnCall:

- No arrests
- Six incidents (listed as victim, reporting party, lead, other, etc.)

Public Access:

- No records

Controlling Person/Manager: Zachary James Walker Ellman

OnCall:

- No arrests
- 16 incidents (victim, reporting party, other etc.)

Public Access:

- No records

Liquor License History:

- Current license number associated with applicants 018030010517
- No current or historical violations

YLEM Distilling (Series 18 Craft Distiller)

License Number: 018030010517

License Number:	018030010517	Status:	Active
Business Name:	YLEM DISTILLING LLC		
Location Address	1311 E BUTLER AVENUE BLDG B		
	FLAGSTAFF	Arizona	86001
County	Coconino	Bus. Phone	--
Licensee/Agent/Tel:	Cook, Chad	--	
Owner:	Black Hat Distilling Llc	Exp Date:	05/31/2025
Issue Date:	02/20/2020	Status Date:	

Business Name: YLEM Distilling

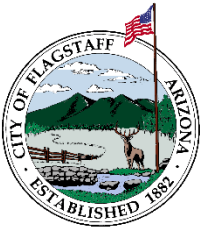
1 record found as of March 05, 2025

License Number:	018030010517	Status:	Active
Business Name:	YLEM DISTILLING LLC		
Location Address	1311 E BUTLER AVENUE BLDG B		
	FLAGSTAFF	Arizona	86001
County	Coconino	Bus. Phone	
Licensee/Agent/Tel:	Cook, Chad		
Owner/Exp Date/Issue Date	Black Hat Distilling Llc	2025-05-31	2020-02-20
Status Date/ IP Exp Date	- 2025-05-31	Lic. Type:	018

Violations by License Number: 018030010517

0 violations found as of March 05, 2025

Date	Description	View
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Planning and Development Services Memorandum

To: Stacy Saltzburg, City Clerk
From: Reggie Eccleston, Code Compliance Manager
CC: Michelle McNulty, Planning Director
Date: February 18, 2025
Re: Application for Liquor License #324431
1605 N. Main St., Flagstaff, Arizona 86004
Assessor's Parcel Number 107-05-004
Chad Michael Cook on behalf of YLEM

This application is a request for a new Series 18 Craft Distiller liquor license by Chad Michael Cook on behalf of YLEM. This business is located within the Community Commercial district. This district does allow for this use.

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

License Types: Series 18 In-state Craft Distillery

Non-transferable

On- and Off-sale retail privileges

PURPOSE:

An In-state Craft Distillery is located in Arizona and produces not more than 20,000 gallons of distilled spirits annually.

The licensee may serve spirits produced on the premises for consumption on the premises, sampling, and in the original, sealed container for sales "to-go". The licensee may sell and deliver to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.10(7).

An In-state Craft Distillery that produces not more than 1,189 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state. Sales of distilled spirits produced by other craft distillers may not exceed 20 percent of sales by volume.

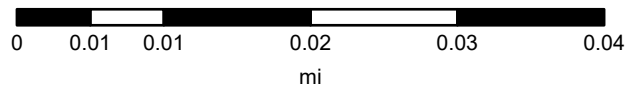
The licensee may apply for one (1) Remote Tasting Room (series 19) which is to be located in the State of Arizona.

The licensee must report annual production gallonage to the Arizona Department of Liquor annually. A.R.S. §4-205.10

ADDITIONAL RIGHTS AND RESPONSIBILITIES: Applicants, licensees, and managers must take a Title 4 training course (liquor handling, laws and regulations) prior to approval. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or at point of display. Arizona Domestic Farm Wineries must be kept an Employee Log of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities. Licensees must submit an Annual Production Report (the amount of wine manufactured) at the end of each calendar year. If the total amount of distilled spirits manufactured exceeds the amount permitted by a Series 18 license, the licensee shall apply for and receive a Series 01 license (In-state Producer).



1605 N Main St



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.



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jessica Cortes, Court Administrator
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration of Appointments: Magistrate and On-Call Magistrates for the Flagstaff Municipal Court.

STAFF RECOMMENDED ACTION:

Approve the re-appointments of Honorable Michael Araujo, Honorable Hector Figueroa, and Honorable Andrew Moore and the appointment of two additional On-Call Magistrates Robert Brown and Wayne Nelson to the Flagstaff Municipal Court.

Executive Summary:

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

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

Financial Impact:

Funding for all judicial positions is included in the approved budget of the Flagstaff Municipal Court, account numbers 001-01-016-0066-1-4101 through 001-01-016-0066-1-4161.

Policy Impact:

Magistrates and On-Call Magistrates are critical to the criminal and civil processes of the judicial branch. These appointments help maintain an independent judiciary that is necessary for the ongoing operations of our local government. A strong, independent, and fair judicial branch provides balance to criminal and civil matters that require resolution within our municipality.

Previous Council Decision or Community Discussion:

The Magistrate and two On-Call Magistrates have been appointed by previous City Councils and have served in the Flagstaff Municipal Court between four and twenty-three years. The two additional On-Call Magistrates have not been previously considered by the Council.

Options and Alternatives to Recommended Action:

1. Approve the appointments.
2. Do not approve the appointments and request alternative candidates for Council consideration.

Connection to PBB Priorities and Objectives:

Priority Based Budget Key Community Priorities and Objectives:
Personnel - Attract and retain quality staff.

Connection to Regional Plan:

None.

Connection to Carbon Neutrality Plan:

None.

Connection to 10-Year Housing Plan:

None.

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Nathan Naliborski, Fleet Manager
Co-Submitter: Jen Brown
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Courtesy Chevrolet in the amount of \$73,998.42 for the purchase of (1) 2024 Chevrolet 5500 Crew Cab 4x4 Cab/Chassis for Stormwater Maintenance.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of (1) 2024 Chevrolet 5500 Crew Cab 4x4 Cab/Chassis from Courtesy Chevrolet.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Stormwater Maintenance section has allocated budget for a medium-duty pickup truck to support new positions. This vehicle will be essential for day-to-day operations, general maintenance, on-call duties, and emergency response needs. It will be equipped with storage and tools necessary for the repair and maintenance tasks of the Stormwater Maintenance section.

Financial Impact:

The vehicle was presented to and approved by the Fleet Management Committee as a new vehicle mid-year request to support new positions within the Stormwater program.

Total Cost of Vehicle \$73,998.42
Account: 206-08-331-1257-0-4401

Policy Impact:

Acquiring a medium-duty pickup truck for the Stormwater Maintenance program to continue enhancing operational efficiency and responsiveness. This vehicle will directly contribute to improved day-to-day operations, facilitating general maintenance, emergency responses, and on-call duties more effectively. By ensuring that the maintenance team is equipped with the necessary tools and storage, the program can address repair and maintenance issues promptly, minimizing disruptions.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Do not approve the contract for the purchase of (1) 2024 Chevrolet 5500 Crew Cab 4x4 Cab/Chassis from Courtesy Chevrolet.
2. Provide alternative direction to staff and discuss further with end users.

Background and History:

The Stormwater Maintenance section has allocated budget for a medium-duty pickup truck to support new positions. This vehicle will be essential for day-to-day operations, general maintenance, on-call duties, and

emergency response needs. By ensuring the maintenance team is equipped with the necessary tools and storage, the program can address repair and maintenance issues promptly, minimizing disruptions. This acquisition will assist in enhancing operational efficiency and responsiveness.

Connection to PBB Priorities and Objectives:

High-Performing Governance: Serve the public by providing high-quality customer service. Be an inclusive employer of choice by providing employees with the necessary tools, training, support, and compensation.

Connection to Regional Plan:

Stormwater and watershed management Goals and Policies
WR. 5

Connection to Carbon Neutrality Plan:

N/A

Connection to 10-Year Housing Plan:

None

Connection to Division Specific Plan:

None

Attachments: Quote for cab and body
 EXHIBIT A-COF QUOTE
 EXHIBIT B1 - AGENCY CONTRACT
 EXHIBIT B2 - PRICING
 EXHIBIT B3 - AMENDMENTS

COURTESY CHEVROLET

2/5/2025

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT# CTR059315

VEHICLE	2024 CHEVROLET SILVERADO 5500 CREW CAB 4X4 PER ATTACHED SPECS	\$ 68,134.17
	DELIVERY TO FLAGSTAFF	\$ 150.00
TOTAL		\$ 68,284.17
SALES TAX		\$ 5,709.25
TIRE TAX		\$ 5.00
GRAND TOTAL		\$ 73,998.42

IN DEALER STOCK
SUBJECT TO PRIOR SALE

2024 SILVERADO MEDIUM DUTY 4WD CREW

GENERAL MOTORS LLC

GAZ SUMMIT WHITE /V8D

H2R DARK ASH/JET BLACK ACCENTS

RENAISSANCE CENTER

ORDER NO. DDTFW3/TRE

DETROIT MI 48243-1114

VIN 1HT KJPV K6 RH201265

VEHICLE INVOICE 10D77372703

*****STOCK NO. P245583*****13*390885

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK56043 SILVERADO MEDIUM DUTY 4WD	66681.64	62922.33	INVOICE 03/31/24
AE7 SEATS - FRONT 40/20/40 SPLIT BENCH, CLOTH	100.00	91.00	SHIPPED 03/30/24
AQQ REMOTE KEYLESS ENTRY	175.00	159.25	EXP I/T 04/03/24
DPN MIRRORS, OUTSIDE HEATED POWER ADJUSTABLE, VERTICAL TRAILERING	355.00	323.05	INT COM 04/03/24
EM1 WHEELBASE, 199", 84" CA	180.00	163.80	PRC EFF 03/24/24
FF3 OIL SEAL FOR FRONT HUB	25.00	22.75	KEYS V0202 V0202
FNP FRONT FENDER EXTENSION, PAINTED BODY COLOR	N/C	N/C	WFP-S QTR OPT-1
FPF DPF, DIESEL PARTICULATE FILTER MANUAL REGENERATION	250.00	227.50	BANK: ALLY - 021
FU7 REAR SUSPENSION, 15,500 LBS	50.00	45.50	CHG-TO 39-088
F0D AXLE TO END OF FRAME, 63"	100.00	91.00	SHIP WT: 9620
F59 FRONT STABILIZER BAR	175.00	159.25	HP: 52.6
GZG SILVERADO 5500HD MEDIUM DUTY GVWR, 19,500 LBS.	2255.00	2052.05	GVWR: 19500
G68 SHOCK ABSORBERS, REAR	65.00	59.15	GAWR.FT: 7500
G86 AXLE, LIMITED SLIP	395.00	359.45	GAWR.RR: 15000
J27 REAR AXLE, 15,500 LB.	775.00	705.25	NTR: 2.5
KI4 POWER OUTLET, 110-VOLT AC	175.00	159.25	DAN: C4X4
L5D ENGINE DURAMAX 6.6L DIESEL TURBO V8, B20-DIESEL COMPATIBLE	N/C	N/C	
MIU TRANSMISSION, 6-SPEED AUTOMATIC RUGGED DUTY SERVICE	290.00	263.90	
NSQ FUEL TANK, FRONT AND REAR 65 GALLON TOTAL	625.00	568.75	
NXG ADDITIONAL FUEL, 20 GALLONS	160.00	145.60	
NZZ SKID PLATE, STEEL, FRAME-MOUNTED	275.00	250.25	
N12 EXHAUST SYSTEM, REAR EXIT	50.00	45.50	
N4C 50-STATE EMISSIONS	N/C	N/C	
PTO POWER TAKE OFF, ENGINE CONTROL PROVISIONS	280.00	254.80	
PWR WHEELS, 19.5" STEEL, PAINTED GREY	80.00	72.80	
R6G 26,000 LBS. GCWR	N/C	N/C	
UZF BACKUP ALARM	175.00	159.25	
U05 HORN, DUAL NOTE	35.00	31.85	
V22 CHROME GRILLE	220.00	200.20	
V46 FRONT BUMPER, CHROME	350.00	318.50	
V76 RECOVERY HOOKS, FRONT	25.00	22.75	
XDK TIRES, FRONT HIGHWAY BLACKWALL	450.00	409.50	
YAL TIRES, REAR HIGHWAY BLACKWALL	900.00	819.00	
092 REAR AXLE, 4.30 RATIO	N/C	N/C	

** CONTINUED ON PAGE 2 **

COURTESY CHEVROLET

2024 SILVERADO MEDIUM DUTY 4WD CREW	GENERAL MOTORS LLC
GAZ SUMMIT WHITE /V8D	
H2R DARK ASH/JET BLACK ACCENTS	RENAISSANCE CENTER
ORDER NO. DDTFW3/TRE STOCK NO.	DETROIT MI 48243-1114
VIN 1HT KJPV K6 RH201265	VEHICLE INVOICE 10D77372703
*****13*39088S	
MODEL & FACTORY OPTIONS	MSRP INV AMT RETAIL - STOCK
** CONTINUED FROM PAGE 1 **	
5DY ELECTRICAL PROVISIONS	230.00 209.30
REAR OF FRAME	

TOTAL MODEL & OPTIONS	75901.64	71312.53	ACT 237	70957.92
DESTINATION CHARGE	1895.00	1895.00	H/B 261	2276.25
TIRE WEIGHT TAX		26.64		

TOTAL	77796.64	73234.17	PAY 310	73234.17
MEMO: TOTAL LESS HOLDBACK AND				
APPROX WHOLESALE FINANCE CREDIT		69691.47		

 INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

COURTESY CHEVROLET

COURTESY CHEVROLET

2/25/2025

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT# CTR059315-3

VEHICLE	2024 CHEVROLET SILVERADO EV AWD 3WT PER ATTACHED SPECS	\$ 64,800.00
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TOTAL	\$ 64,800.00
SALES TAX	\$ 5,420.06
TIRE TAX	\$ 5.00

GRAND TOTAL	\$ 70,225.06
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IN DEALER STOCK
SUBJECT TO PRIOR SALE

2024 SILVERADO EV 3WT GENERAL MOTORS LLC
 GAZ SUMMIT WHITE /EOE
 H9F JET BLACK RENAISSANCE CENTER
 ORDER NO. CKCBHX/FNR STOCK NO. DETROIT MI 48243-1114
 VIN 1GC 10UE D5 RU204936 VEHICLE INVOICE 10D80186553
 *****3550*****13*39088S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	FLEET
CT35843 SILVERADO EV 3WT	72905.00	72905.00	INVOICE 05/09/24
FE9 50-STATE EMISSIONS	N/C	N/C	SHIPPED 05/09/24
FLT FLEET	N/C	N/C	EXP I/T 06/03/24
MF1 TRANSMISSION NONE	N/C	N/C	INT COM 06/03/24
VQ1 FLEET ORDERING ASSISTANCE	0.00	0.00	PRC EFF 01/26/23

KEYS XXXXX XXXXX
 QTR
 FAN: 000803319
 BANK: ALLY - 021
 CHG-TO 39-088

SHIP WT: 8123
 HP: N/A
 GVWR: 9990
 GAWR.FT: 5300
 GAWR.RR: 5750
 NTR: 1/2
 DAN: 7PHXX

TOTAL MODEL & OPTIONS	72905.00	72905.00	ACT 237	72612.85
DESTINATION CHARGE	1895.00	1895.00	H/B 261	2187.15

TOTAL 74800.00 74800.00 PAY 310 74800.00

 INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

COURTESY CHEVROLET



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Courtesy Chevrolet
 Offeror (Company) Name

1233 East Camelback Road
 Address
Phoenix, AZ 85014

City State Zip

jpfeffer@houseofcourtesy.com
 Email Address
www.courtesyfleet.com

Company Email Address

Signature of Person Authorized to Sign Offer
Joe Pfeffer January 11, 2022

Printed Name Date
Fleet Manager

Title
602-279-3232

Phone Number
602-264-9230

Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059315 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
 3/10/2022
Procurement Officer Awarded Date



Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

- 3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.
- 3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.
- 3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.
- 3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

- 3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.
- 3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.
- 3.9 The following documents shall be provided upon delivery of the vehicle(s):
 - 3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 3.9.2 Warranty Document
 - 3.9.3 Manufacturers unaltered invoice
 - 3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
 - 3.9.5 Level 1 Inspection if applicable, completed before delivery
- 3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

- 4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.
- 4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.
- 4.3 The following fuel types are allowable under this contract are to include but are not limited too.
 - 4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - 4.3.2 Diesel

4.3.3 Gasoline

4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.3.5 Hybrid-Electric Vehicles (HEV)

4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request]

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows

4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning

a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors

a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

b. Back up Camera

4.5.12 Spare tire

a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor’s Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department’s Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix. For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

- 1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
 - b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
 - c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
 - d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
 - e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
 - f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

SPECIAL TERMS AND CONDITIONS

- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR’S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the “Contract Pricing”), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence (“Contractor’s Best Pricing”) is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor’s Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor’s Best Pricing for all sales related to the Contractor made after the date when the Contractor’s Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor’s Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor’s offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor’s Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.
3. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.
4. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.
5. The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.
6. Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

SPECIAL TERMS AND CONDITIONS

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Contractor 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 Contractor 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

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

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

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

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- Federal Provisions
 - Special Terms and Conditions
 - Uniform Terms and Conditions
 - Statement or Scope of Work
 - Specifications
 - Attachments
 - Exhibits
 - Special Instructions to Offerors
 - Uniform Instructions to Offerors
 - Other documents referenced or included in the Solicitation
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. **Contract Changes**

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

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

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

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

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

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

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.00.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at <https://www.fhwa.dot.gov/federalaid/stewardship>, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.
2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.
3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note,
 - (b) It will review the U.S. GSA “System for Award Management,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is

- administered by an FTA Headquarters Office,
or
(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than \$150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of \$100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." 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 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15

U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of
Transportation Business
Engagement and Compliance
Office 1801 W. Jefferson St.,
Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com/>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

- a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.
2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.
3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.
2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web-based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.
7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:
 - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
 - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:
 - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

- (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
 - (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
 - (ii) Terminate the contract for default in accordance with this Contract, and/or
 - (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
 - (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor’s license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department’s certification is not a representation of a DBE’s qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE’s own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE’s subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intends to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

- indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
2. In the event of the Consultant's noncompliance with the NONDISCRIMINATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Consultant under the Contract until the Consultant complies,
- and/or;
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.
3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors (<https://www.sam.gov/SAM/>) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42

U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors 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 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 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).



EXHIBIT 3 ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:	Contact Name:	Alternate Contact Name:
Contract Label/Description:	Contact Phone Number:	Alternate Contact Phone Number:
Contractor:	Contact Email:	Alternate Contact Email:
Contractor Address:		

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION
COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____ (Recipient's name)

Certifies that a resident inspector,

_____ (Name of inspector)

Was at

_____ (the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____ (description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____ (Recipient's name)

Certifies that a resident inspector,

_____ (Name of inspector)

Was at

_____ (the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____ (description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____/____/____

Title _____

EXHIBIT 5 PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification: a) There is a letter from FTA which grants a waive OR	49 CFR §663.25
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists— 1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification: a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply. a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

**EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS
CERTIFICATION**

Subrecipient	
Description	
Program/Phase/Amount s	
Purchaser's Pre-Award Requirements Certification 49 CFR §663.27	
I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
	Signature
	Date Signed

EXHIBIT 7 PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
(a) A post-delivery Buy America certification as described in §663.35 of this part;		
§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—		
(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or		
(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—		
(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and		
(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.		
(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and		
Met? Y/N (3 REQ'D)	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—	
	(1) Provide accurate records of all vehicle construction activities; and	
	(2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of:	
	(1) Ten or fewer buses; or	
	(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or	
	(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7 PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
(a) A post-delivery Buy America certification as described in §663.35 of this part;		
§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—		
(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or		
(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—		
(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and		
(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.		
(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and		
Met?/N (3 REQ'D)	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—	
	(1) Provide accurate records of all vehicle construction activities; and	
	(2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of:	
	(1) Ten or fewer buses; or	
	(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or	
	(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met?/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

**EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS
CERTIFICATION**

Subrecipient	
Description	
Program/Phase/Amount s	
Purchaser's Post-Award Requirements Certification 49 CFR §663.37	
I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
	Signature
	Date Signed



ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.
2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 2.1** “The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.”
- b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
- c. **Paragraph 4.1:** “The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.”
- d. **Paragraph 4.1.1** is hereby removed.
- e. **Paragraph 4.4.1:** “The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. “
- f. **Paragraph 4.6.1:** “ Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.”

2. Special Terms and Conditions

The following sections are hereby modified to read:

- a. **Paragraph 11.1, (a-g):** “Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer’s rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer’s invoice to the ordering agency upon request. The manufacturer’s invoice shall be unaltered to include original pricing from the manufacturer.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

- 2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

- b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
- c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or “on the lot”.
- e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
- f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. “

b. Paragraph 22 is hereby replaced with the following: “The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>”

c. Paragraph 25: Co-op administrative fee has hereby been removed.



ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.
4. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

- 2. All other terms, conditions and provisions of this solicitation remain unchanged.

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

- Category One: Phase One (1) Vehicle Purchases**
- Category Two: Phase Two (2) Vehicle Purchases**
- Category Three: FTA Funded Vehicles**

1.2 **PHASE ONE (1) Pricing for New Vehicle Purchases: Price List:** (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Malibu/Spark/Bolt	10%
Silverado	14%
SUV	10%
Express	10%
4500/5500	10%
Low Cab Forward (LCF)	20%

1.3 **PHASE TWO (2) Pricing for New Vehicle Purchases:** (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the*

time of Proposal submittal. Do not provide pricing on any other format other than what is provided below:

Phase Two (2) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Phase Two	
Cars	3%
Silverado	5%
SUV	1%
Express Vans	3%
4500/5500	5%
Low Cab Forward	10%



Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee \$	County	Delivery Fee \$	County	Delivery Fee \$
<input checked="" type="checkbox"/> Apache	325	<input checked="" type="checkbox"/> Greenlee	375	<input checked="" type="checkbox"/> Pima	250
<input checked="" type="checkbox"/> Cochise	300	<input checked="" type="checkbox"/> La Paz	300	<input checked="" type="checkbox"/> Pinal	225
<input checked="" type="checkbox"/> Coconino	200	<input checked="" type="checkbox"/> Maricopa	0	<input checked="" type="checkbox"/> Santa Cruz	325
<input checked="" type="checkbox"/> Gila	275	<input checked="" type="checkbox"/> Mohave	300	<input checked="" type="checkbox"/> Yavapai	225
<input checked="" type="checkbox"/> Graham	375	<input checked="" type="checkbox"/> Navajo	350	<input checked="" type="checkbox"/> Yuma	300

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

<u>Estimated Usage Quantity</u>	<u>PHASE ONE (1) Base Model Vehicle</u>	<u>Base Price for Phase One (1)</u>	<u>Additional Information</u>
75	Sports Utility Vehicle (SUV) (<i>base model</i>) Per Minimum Specifications	\$20,940 plus tax	2022 Chevrolet Trax LS
25	One (1) Ton Cargo Van (<i>base model</i>) Per Minimum Specifications	\$25,860.00 plus tax	2022 1 Ton Express Cargo
50	1/2 Ton Truck Regular Cab (<i>base model</i>) Per Minimum Specifications	\$21,812.00 plus tax	2022 Silverado 1500 Reg Cab



Offer Response Form for New Vehicle Purchases
Revision Two (2)

1.5.2. Phase Two (2) Evaluation Pricing:

<u>Estimated Usage Quantity</u>	<u>PHASE TWO (2) Base Model Vehicle</u>	<u>Base Price for Phase TWO (2)</u>	<u>Additional Information</u>
25	Sports Utility Vehicle (SUV) (<i>base model</i>) Per Minimum Specifications	\$22,106.00 plus tax	2022 Chevrolet Trax
15	One (1) Ton Cargo Van (<i>base model</i>) Per Minimum Specifications	\$26,698.00 plus tax	2022 1 Ton Express Cargo
25	1/2 Ton Truck Regular Cab (<i>base model</i>) Per Minimum Specifications	\$21,812.00 plus tax	2022 1500 Reg Cab

Contract Amendment Summary

CONTRACTOR: Courtesy Chevrolet	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

Contract Amendment Summary

CONTRACTOR: Courtesy Chevrolet	AMENDMENT NO.: Two (2)
DESCRIPTION: CTR059315 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.
2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.
3. All other terms, conditions and provisions of this contract remain unchanged.

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

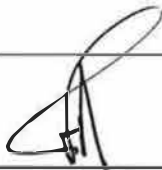
Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select **one** of the following:

<input checked="" type="checkbox"/>	<p>The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:</p> <ul style="list-style-type: none"> • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
<input type="checkbox"/>	<p>The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.</p>
<input type="checkbox"/>	<p>Exempt Contractor.</p> <p>Indicate which of the following statements applies to this Contractor (may be more than one):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contractor is a sole proprietorship; <input type="checkbox"/> Contractor has fewer than ten (10) employees; and/or <input type="checkbox"/> Contractor is a non-profit organization.

Courtesy Chevrolet



Company Name

1233 East Camelback Road

Address

Phoenix, AZ 85014

City State Zip

Signature of Person Authorized to Sign

Joe Pfeffer

Printed Name

Fleet Manager

Title

11/7/2023

Date



ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: Courtesy Chevrolet	AMENDMENT NO.: Three (3)
DESCRIPTION: CTR059315 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Three (3) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Nathan Naliborski, Fleet Manager
Co-Submitter: Jen Brown
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Courtesy Chevrolet in the amount of \$70,225.06, for the purchase of (1) Chevrolet Silverado 3WT (work truck) Electric Vehicle truck.

STAFF RECOMMENDED ACTION:

1. Approve the purchase of (1) 2024 Chevrolet Silverado 3WT (work truck) full electric pickup from Courtesy Chevrolet.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The contract will result in the purchase of (1) Chevrolet Silverado 3WT (work truck) fully electric vehicle. This truck will support the Water Services Program Manager and the Operational Technology Specialist positions for the City of Flagstaff Supervisory Control and Data Acquisition (SCADA) team for both routine and emergency response.

Financial Impact:

This request was presented to the Fleet Management Committee and approved as a midyear request for the SCADA program as a new vehicle request.

Total Vehicle Cost \$70,225.06

Account Number Budgeted: 202-08-307-1015-0-4401 - \$65,000.00

Electric Vehicle Fund 001-06-154-0552-3-4401 - \$5,225.06

Policy Impact:

The purchase of this vehicle will aid the SCADA program to meet service levels in its role to monitor and control water quality, chemistry, and flows to meet the city's water demands. This purchase is in line with the City of Flagstaff's EV First policy.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

1. Do not approve the contract for the purchase of the (1) Chevrolet Silverado 3WT (work truck) EV from Courtesy Chevrolet.
2. Provide alternative direction to staff and discuss further with end users and the Fleet Management Committee.

Background and History:

The SCADA program created the Program Manager position in FY24, this vehicle will support this position as

well as the Operational Technology Specialist position for routine duties at over 200 SCADA sites, some remotely located. This vehicle will also support emergency response to remote sites such as Paradise Tank and Woody Mountain Well Fields in the winter as well as after hour service calls. The choice of a full EV vehicle is in accordance with the city's EV First policy. The specifications of the Chevrolet Silverado were chosen as the vehicle is rated for and estimated 393 miles at full charge, 70 miles over the Ford Lightning. With field operations, emergency service calls and other duties the higher range option is critical to meeting the needs of the SCADA program.

Connection to PBB Priorities and Objectives:

High-Performing Governance: Serve the public by providing high-quality customer service. Be an inclusive employer of choice by providing employees with the necessary tools, training, support, and compensation.

Connection to Regional Plan:

Water Demand Goals and Policies

WR.3, WR.4, WR. 6

Connection to Carbon Neutrality Plan:

The City of Flagstaff Fleet Services and the SCADA program are committed to meeting the goals of the Carbon Neutrality Plan. The selection of a fully electric work truck meets the City of Flagstaffs EV First policy and reduces the city's carbon footprint.

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: 2025-191 Chevrolet Silverado AWD
 EXHIBIT A-COF QUOTE
 EXHIBIT B1 - AGENCY CONTRACT
 EXHIBIT B2 - PRICING
 EXHIBIT B3 - AMENDMENTS

COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-191

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Courtesy Chevrolet, an Arizona Corporation Service Company ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of New Vehicle Purchases.
- B. The **State of Arizona-Arizona Department of Transportation (ADOT)** conducted a competitive and open procurement process through Request for Proposal **BPM004157** that resulted in Contract No. **CTR059315** with Contractor ("Agency Contract");
- C. 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 the City the materials and/or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

2024 Chevrolet Silverado EV AWD 3WT

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
4. Payment:
 - 4.1 Payment to Contractor for the materials and/or services not to exceed **Seventy thousand two hundred twenty-five dollars and six cents \$70,225.06**; made in accordance with the price list and terms set forth in the Agency Contract.
 - 4.2 Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.

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 and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue for a period of two-year renewal periods presuming that the underlying Agency Contract has not expired or been terminated. Unless sooner terminated by the City in writing.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Nathan Naliborski
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
nnaliborski@flagstaffaz.gov
928-213-2187

To Contractor:
Courtesy Chevrolet
Berney Kullos
4999 N 12th Street
Phoenix, AZ. 84014
bkullos@CourtesyAuto.com
602-798-2968

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

(Remainder of Page Intentionally Blank)

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

COURTESY CHEVROLET.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated January 6, 2025

EXHIBIT A
SCOPE OF WORK
(attached)

1. City of Flagstaff Quote- 2 pages.

EXHIBIT B
AGENCY CONTRACT
(attached)

1. **ADOT Agency Contract - 88 pages.**
2. **ADOT Agency Pricing – 4 pages.**
3. **ADOT Amendments – 4 pages.**

COURTESY CHEVROLET

2/25/2025

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT# CTR059315-3

VEHICLE	2024 CHEVROLET SILVERADO EV AWD 3WT PER ATTACHED SPECS	\$ 64,800.00
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TOTAL	\$ 64,800.00
SALES TAX	\$ 5,420.06
TIRE TAX	\$ 5.00

GRAND TOTAL	\$ 70,225.06
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IN DEALER STOCK
SUBJECT TO PRIOR SALE

2024 SILVERADO EV 3WT GENERAL MOTORS LLC
 GAZ SUMMIT WHITE /EOE
 H9F JET BLACK RENAISSANCE CENTER
 ORDER NO. CKCBHX/FNR STOCK NO. DETROIT MI 48243-1114
 VIN 1GC 10UE D5 RU204936 VEHICLE INVOICE 10D80186553
 *****3550*****13*39088S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	FLEET
CT35843 SILVERADO EV 3WT	72905.00	72905.00	INVOICE 05/09/24
FE9 50-STATE EMISSIONS	N/C	N/C	SHIPPED 05/09/24
FLT FLEET	N/C	N/C	EXP I/T 06/03/24
MF1 TRANSMISSION NONE	N/C	N/C	INT COM 06/03/24
VQ1 FLEET ORDERING ASSISTANCE	0.00	0.00	PRC EFF 01/26/23

KEYS XXXXX XXXXX
 QTR
 FAN: 000803319
 BANK: ALLY - 021
 CHG-TO 39-088

SHIP WT: 8123
 HP: N/A
 GVWR: 9990
 GAWR.FT: 5300
 GAWR.RR: 5750
 NTR: 1/2
 DAN: 7PHXX

TOTAL MODEL & OPTIONS	72905.00	72905.00	ACT 237	72612.85
DESTINATION CHARGE	1895.00	1895.00	H/B 261	2187.15

TOTAL 74800.00 74800.00 PAY 310 74800.00

 INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

COURTESY CHEVROLET



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Courtesy Chevrolet
 Offeror (Company) Name

1233 East Camelback Road
 Address
Phoenix, AZ 85014

City State Zip

jpfeffer@houseofcourtesy.com
 Email Address
www.courtesyfleet.com
 Company Email Address

Signature of Person Authorized to Sign Offer
Joe Pfeffer January 11, 2022

Printed Name Date
Fleet Manager

Title
602-279-3232

Phone Number
602-264-9230

Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059315 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
 3/10/2022
 Procurement Officer Awarded Date



Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

- 3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.
- 3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.
- 3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.
- 3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

- 3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.
- 3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.
- 3.9 The following documents shall be provided upon delivery of the vehicle(s):
 - 3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 3.9.2 Warranty Document
 - 3.9.3 Manufacturers unaltered invoice
 - 3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
 - 3.9.5 Level 1 Inspection if applicable, completed before delivery
- 3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

- 4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.
- 4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.
- 4.3 The following fuel types are allowable under this contract are to include but are not limited too.
 - 4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - 4.3.2 Diesel

4.3.3 Gasoline

4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.3.5 Hybrid-Electric Vehicles (HEV)

4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request]

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows

4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning

a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors

a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

b. Back up Camera

4.5.12 Spare tire

a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor’s Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department’s Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix. For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed in accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

- 1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
 - b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
 - c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
 - d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
 - e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
 - f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR’S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the “Contract Pricing”), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence (“Contractor’s Best Pricing”) is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor’s Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor’s Best Pricing for all sales related to the Contractor made after the date when the Contractor’s Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor’s Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor’s offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor’s Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.
3. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.
4. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.
5. The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.
6. Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called “Notices”), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor’s electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 Contractor 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 Contractor 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

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

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

SPECIAL TERMS AND CONDITIONS

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

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

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- Federal Provisions
 - Special Terms and Conditions
 - Uniform Terms and Conditions
 - Statement or Scope of Work
 - Specifications
 - Attachments
 - Exhibits
 - Special Instructions to Offerors
 - Uniform Instructions to Offerors
 - Other documents referenced or included in the Solicitation
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

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

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

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

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

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

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.00.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at <https://www.fhwa.dot.gov/federalaid/stewardship>, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.
2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.
3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, 2 U.S. OMB, “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note,
 - (b) It will review the U.S. GSA “System for Award Management,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is

- administered by an FTA Headquarters Office,
or
(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than \$150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of \$100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." 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 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of
Transportation Business
Engagement and Compliance
Office 1801 W. Jefferson St.,
Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com/>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT’s DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department’s registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board’s National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

- a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.
2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.
3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.
2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web-based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.
7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:
 - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
 - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:
 - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

- (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
 - (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
 - (ii) Terminate the contract for default in accordance with this Contract, and/or
 - (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
 - (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor’s license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department’s certification is not a representation of a DBE’s qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE’s own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE’s subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intends to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant’s obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
2. In the event of the Consultant’s noncompliance with the NONDISCRIMINATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the Contract until the Consultant complies,
 - and/or;
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
 3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
 4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors (<https://www.sam.gov/SAM/>) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42

U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors 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 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 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration*, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et seq.*).

EXHIBIT 3 ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:	Contact Name:	Alternate Contact Name:	
Contract Label/Description:	Contact Phone Number:	Alternate Contact Phone Number:	
Contractor:	Contact Email:	Alternate Contact Email:	
Contractor Address:			

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION
COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____ (Recipient's name)

Certifies that a resident inspector,

_____ (Name of inspector)

Was at

_____ (the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____ (description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____ (Recipient's name)

Certifies that a resident inspector,

_____ (Name of inspector)

Was at

_____ (the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____ (description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____/____/____

Title _____

EXHIBIT 5 PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification: a) There is a letter from FTA which grants a waive OR	49 CFR §663.25
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists— 1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification: a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply. a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

**EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS
CERTIFICATION**

Subrecipient	
Description	
Program/Phase/Amount s	
Purchaser's Pre-Award Requirements Certification 49 CFR §663.27	
<p>I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and</p>	
<p>I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's</p>	
	Signature
	Date Signed

EXHIBIT 7 PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes— (a) A post-delivery Buy America certification as described in §663.35 of this part; §663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that— (a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly. (b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and §663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that— (a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications. (b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications. (c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications. (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part. §663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards. §663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	
Met? Y/N (3 REQ'D)		
Met? Y/N (1 REQ'D)		
Met? Y/N (3 REQ'D)		
Met? Y/N (1 REQ'D)		
Met? Y/N (3 REQ'D)		
Met? Y/N (1 REQ'D)		
Met? Y/N (3 REQ'D)		
Met? Y/N (1 REQ'D)		

EXHIBIT 7 PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes— (a) A post-delivery Buy America certification as described in §663.35 of this part; §663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that— (a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met?/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and §663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that— (a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications. (b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications. (c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met?/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part. §663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards. §663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8 PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amount s	
Purchaser's Post-Award Requirements Certification 49 CFR §663.37	
<p>I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and</p>	
<p>I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's</p>	
	Signature
	Date Signed



ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.
2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 2.1** “The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.”
- b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
- c. **Paragraph 4.1:** “The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.”
- d. **Paragraph 4.1.1** is hereby removed.
- e. **Paragraph 4.4.1:** “The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. “
- f. **Paragraph 4.6.1:** “ Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.”

2. Special Terms and Conditions

The following sections are hereby modified to read:

- a. **Paragraph 11.1, (a-g):** “Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer’s rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer’s invoice to the ordering agency upon request. The manufacturer’s invoice shall be unaltered to include original pricing from the manufacturer.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** “For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.”
- b. **Paragraph 3.10:** “For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer’s VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.”

- 2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

- b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
- c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or “on the lot”.
- e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
- f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. “

b. Paragraph 22 is hereby replaced with the following: “The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>”

c. Paragraph 25: Co-op administrative fee has hereby been removed.



ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.
4. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** “For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.”
- b. **Paragraph 3.10:** “For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer’s VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.”

- 2. All other terms, conditions and provisions of this solicitation remain unchanged.

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

- Category One: Phase One (1) Vehicle Purchases**
- Category Two: Phase Two (2) Vehicle Purchases**
- Category Three: FTA Funded Vehicles**

1.2 **PHASE ONE (1) Pricing for New Vehicle Purchases: Price List:** (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Malibu/Spark/Bolt	10%
Silverado	14%
SUV	10%
Express	10%
4500/5500	10%
Low Cab Forward (LCF)	20%

1.3 **PHASE TWO (2) Pricing for New Vehicle Purchases:** (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the*

time of Proposal submittal. Do not provide pricing on any other format other than what is provided below:

Phase Two (2) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Phase Two	
Cars	3%
Silverado	5%
SUV	1%
Express Vans	3%
4500/5500	5%
Low Cab Forward	10%



Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee \$	County	Delivery Fee \$	County	Delivery Fee \$
<input checked="" type="checkbox"/> Apache	325	<input checked="" type="checkbox"/> Greenlee	375	<input checked="" type="checkbox"/> Pima	250
<input checked="" type="checkbox"/> Cochise	300	<input checked="" type="checkbox"/> La Paz	300	<input checked="" type="checkbox"/> Pinal	225
<input checked="" type="checkbox"/> Coconino	200	<input checked="" type="checkbox"/> Maricopa	0	<input checked="" type="checkbox"/> Santa Cruz	325
<input checked="" type="checkbox"/> Gila	275	<input checked="" type="checkbox"/> Mohave	300	<input checked="" type="checkbox"/> Yavapai	225
<input checked="" type="checkbox"/> Graham	375	<input checked="" type="checkbox"/> Navajo	350	<input checked="" type="checkbox"/> Yuma	300

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

<u>Estimated Usage Quantity</u>	<u>PHASE ONE (1) Base Model Vehicle</u>	<u>Base Price for Phase One (1)</u>	<u>Additional Information</u>
75	Sports Utility Vehicle (SUV) (<i>base model</i>) Per Minimum Specifications	\$20,940 plus tax	2022 Chevrolet Trax LS
25	One (1) Ton Cargo Van (<i>base model</i>) Per Minimum Specifications	\$25,860.00 plus tax	2022 1 Ton Express Cargo
50	1/2 Ton Truck Regular Cab (<i>base model</i>) Per Minimum Specifications	\$21,812.00 plus tax	2022 Silverado 1500 Reg Cab



Offer Response Form for New Vehicle Purchases
Revision Two (2)

1.5.2. Phase Two (2) Evaluation Pricing:

<u>Estimated Usage Quantity</u>	<u>PHASE TWO (2) Base Model Vehicle</u>	<u>Base Price for Phase TWO (2)</u>	<u>Additional Information</u>
25	Sports Utility Vehicle (SUV) (<i>base model</i>) Per Minimum Specifications	\$22,106.00 plus tax	2022 Chevrolet Trax
15	One (1) Ton Cargo Van (<i>base model</i>) Per Minimum Specifications	\$26,698.00 plus tax	2022 1 Ton Express Cargo
25	1/2 Ton Truck Regular Cab (<i>base model</i>) Per Minimum Specifications	\$21,812.00 plus tax	2022 1500 Reg Cab

Contract Amendment Summary

CONTRACTOR: Courtesy Chevrolet	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

Contract Amendment Summary

CONTRACTOR: Courtesy Chevrolet	AMENDMENT NO.: Two (2)
DESCRIPTION: CTR059315 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.
2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.
3. All other terms, conditions and provisions of this contract remain unchanged.

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

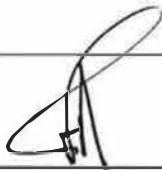
Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select **one** of the following:

<input checked="" type="checkbox"/>	<p>The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following:</p> <ul style="list-style-type: none"> • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
<input type="checkbox"/>	<p>The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.</p>
<input type="checkbox"/>	<p>Exempt Contractor.</p> <p>Indicate which of the following statements applies to this Contractor (may be more than one):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contractor is a sole proprietorship; <input type="checkbox"/> Contractor has fewer than ten (10) employees; and/or <input type="checkbox"/> Contractor is a non-profit organization.

Courtesy Chevrolet



Company Name

1233 East Camelback Road

Address

Phoenix, AZ 85014

City State Zip

Signature of Person Authorized to Sign

Joe Pfeffer

Printed Name

Fleet Manager

Title

11/7/2023

Date



ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: Courtesy Chevrolet	AMENDMENT NO.: Three (3)
DESCRIPTION: CTR059315 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Three (3) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Nathan Naliborski, Fleet Manager
Co-Submitter: Jen Brown
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Contract: Contract for the purchase of up to (6) Toyota Rav 4 Prime Plug-In Hybrid Electric Vehicles (PHEV) in an amount not to exceed \$318,718.02 (\$53,119.67 per unit).

STAFF RECOMMENDED ACTION:

1. Approve Contract with Findlay Toyota of Flagstaff for the purchase of up to (6) Toyota Rav 4 Prime PHEV SUV's for an amount not to exceed \$318,718.02 for use by the Library, Code Compliance, Fleet Services (Pool Vehicle), and Building Inspections programs.
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff solicited to procure and purchase six (6) Toyota RAV4 Prime plug-in hybrid electric vehicles (PHEV). The procurement was conducted through an Invitation for Bid (IFB), identified by solicitation number 2025-25. The primary objective of this procurement is to align with our commitment to the Carbon Neutrality Plan. By integrating these hybrid vehicles into our fleet, we aim to reduce our carbon footprint and progress towards our sustainability goals. The responsive bidder was identified as Findlay Toyota Flagstaff. Their proposal met all specified requirements, and their offer was evaluated and selected based on merit and compliance with the bid criteria. The six (6) Toyota RAV4 Prime vehicles will be allocated to the Fleet (pool vehicle), Code Compliance, Building Inspections (3), and the Library.

Financial Impact:

Type: Toyota Rav 4 Prime PHEV Suv's
Maximum: \$53,119.67 per unit
Quantity: 6

The Fleet Management Committee (FMC) has approved in FY 24/25 replacements for the following departments. The following are the departments and their funding sources:

Fleet - 001-06-154-0554-3-4401 - \$60,000 available

Code Compliance FMC - approved replacement FY24 001-05-122-0336-4-4401 - \$40,000 available. EV replacement fund providing additional funding up to \$13,119.67 -

001-06-154-0552-3-4401

Building Inspections FMC approved replacements (3) FY24 and FY 25 - 001-05-122-0334-4-4401 - \$170,000 available

Library FMC approved replacement FY 25 mid-year request and Coconino County Library District Taxes Funded - 030-07-037-6003-5 - \$53,119.67

Policy Impact:

All (6) vehicles are replacement units which will allow each program to continue service levels. Each program has presented to the Fleet Management Committee to have existing vehicles evaluated and approved for replacement based on their age, mileage, and overall reliability. By incorporating these hybrid vehicles, we

are taking a significant step towards fulfilling our Carbon Neutrality Plan. The adoption of these PHEVs will not only contribute to reducing greenhouse gas emissions but also enhance the efficiency and sustainability of our operations.

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

1. Do not approve the contract with Findlay Toyota for the purchase of up to (6) Rav 4 Prime PHEV vehicles:
or
2. Provide an alternative direction to staff and discuss further with end users.

Background and History:

The City of Flagstaff Fleet Services is committed to achieving its Carbon Neutrality Plan. One crucial aspect of this plan is the transition to more environmentally friendly transportation options, such as hybrid and electric vehicles. To support this transition, the procurement process for six (6) Toyota RAV4 Prime plug-in hybrid electric vehicles (PHEV) was initiated. The process commenced with the issuance of an Invitation for Bid (IFB), identified by solicitation number 2025-25. This IFB aimed to solicit competitive bids from potential suppliers to ensure the procurement of vehicles that meet the city's requirements for performance, sustainability, and cost-effectiveness. By acquiring these hybrid vehicles, the City of Flagstaff is taking significant steps towards its goal of carbon neutrality. The integration of these PHEVs into various departments, including Fleet, Code Compliance, Building Inspections, and the Library, underscores the city's commitment to reducing its carbon footprint and promoting sustainable practices.

Procurement submitted a formal bid request on 10/14/2024 on PlanetBids. Posted to Arizona Daily Sun on October 22 & November 2, 2024. On November 8, 2024, the bid solicitation with one submission. Upon review, one vendor was deemed responsive and responsible. Fleet Manager and Purchasing Manager confirmed with Findlay their abilities to provide the requested vehicles in alignment for the IFB bid submission.

Connection to PBB Priorities and Objectives:

High-Performing Governance: Serve the public by providing high-quality customer service. Be an inclusive employer of choice by providing employees with the necessary tools, training, support, and compensation.

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

By opting for plug-in hybrid electric vehicles (PHEVs) which also satisfy departmental requirements, we aim to minimize the operation of fossil fuel vehicles without compromising service levels or mileage capacity. The Toyota RAV4 Prime boasts an impressive combined MPGe rating of 94, with an all-electric range of 42 miles, enabling full EV operation for local activities.

Connection to 10-Year Housing Plan:

N/A

Attachments: [FINDLAY IFB INFO](#)
 [2025-25 Findlay Rav 4 Complete](#)

Bid Results

Bidder Details

Vendor Name Findlay Toyota Scion Flagstaff
Address 5030 E Marketplace DR
Flagstaff, Arizona 86001
United States
Respondee Elora Kennedy
Respondee Title Fleet Manager / Internet Director
Phone 928-527-7306
Email ekennedy@findlayauto.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 11/01/2024 11:45 AM (MST)
Delivery Method Full Detail in Attached PDF upload 11/1/2024 @ 11:42AM
Bid Responsive
Bid Status Submitted
Confirmation # 401568

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
CITY OF FLAG.pdf	CITY OF FLAG.pdf	Response File

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$53,119.6700		
1			Number of Toyota Rav4 Prime available	lump	1	\$6.0000	\$6.0000	Yes	This may take several months see statement in attachment
2			Toyota Rav4 Prime costs each	lump	1	\$46,559.0000	\$46,559.0000	Yes	Estimated Cost (Each vehicle may come with additional options from the Manufacture)
3			taxes	lump	1	\$5,614.6700	\$5,614.6700	Yes	Estimated Taxes
4			Freight	lump	1	\$0.0000	\$0.0000	Yes	
5			Other Fees with description:	lump	1	\$940.0000	\$940.0000	Yes	2 additional keys (Total of 4)

Line Item Subtotals

Section Title	Line Total
Section 1	\$53,119.6700
Grand Total	\$53,119.6700

COMMODITIES PURCHASE CONTRACT

Contract No. 2025-25

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and CJF Arizona, LLC d/b/a Findlay Toyota Scion Flagstaff, a sole proprietor ("Contractor").

WHEREAS, the City seeks a Contractor willing to sell it the commodity or commodities identified in the Commodity and Price List attached hereto as Exhibit A (the "Commodities"); and

WHEREAS, the Contractor is willing to sell the City the Commodities for the prices identified in the Commodity and Price List.

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

1. General Description: **Toyota Rav4 Primes**

2. Term and Renewal.

2.1 Contract Term: The term is for a period of one year unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties.

2.2 Renewal: The Contract may be renewed or extended for up to two (2) one-year additional terms by mutual written consent of the parties to complete agreed upon purchase. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

2.3 Unilateral Extension: The Contract may be unilaterally extended for ninety (90) days. The City Manager or his/her designee (the Purchasing Director) shall have the authorize to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Commodities & Purchase Price.

3.1 Price: During the term of this Contract, Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor under this Contract, sell to the City the Commodities at the prices stated in the Commodity and Price List. Unless otherwise stated in the Commodity and Price List, the City shall pay all taxes applicable to any purchase it makes under this Contract.

3.2 Price Adjustments: Price adjustments may be negotiated in writing at the discretion of the City. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

3.3 Formal Amendment Required: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

4. Invoicing and Payment after Delivery.

4.1 Payment: Unless otherwise stated in the Commodity and Price List, payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

4.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

5. Commodities.

5.1 Quality: Contractor warrants that all Commodities supplied under the Contract will be new and free from defects in material or workmanship. The Commodities will conform to any statements made on the containers or labels or advertisements for the Commodities and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of Commodities shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

5.2 Manufacturer's Warranties: Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the Commodities.

5.3 Delivery:

5.1.1 Contractor shall deliver the Commodities FOB destination to the City's receiving address as set forth in the relevant purchase order under the Contract. All transportation and handling charges shall be paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Commodities will pass to the City upon Contractor's delivery of Commodities conforming to the Contract pursuant to a purchase order from the City under this Contract.

5.1.2 Contractor shall take all reasonable measures to ensure that any Commodities purchased under this Contract shall be delivered within thirty (30) days of the City's issuance of the relevant purchase order unless the Parties agree otherwise in writing. Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.

5.4 Default in One Installment to Constitute Total Breach: Contractor may not substitute nonconforming Commodities. Delivery of nonconforming Commodities, or a default of any nature, shall constitute a breach of the Contract as a whole.

6. Termination & Cancellation Clauses.

6.1 Non-Appropriation. 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.

6.2 For Convenience: The City may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those commodities ordered prior to the effective date of the termination.

6.3 For Cause: The City may cancel the Contract for cause when the Contractor fails to perform its obligations by giving the Contractor written notice of such cancellation at least thirty (30)

days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the City will advise the Contractor in writing of the reasons why the City is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The Parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each Party individually.

6.4 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.

6.5 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 (3) years after its execution, without penalty or further liability to Contractor.

7. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

7.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the Laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

7.2 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.

7.3 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.

7.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

8. Cooperative Use: If Contractor agreed during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell the Commodities identified on the Commodity and Price List to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

11. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City.
12. Amendments: The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties through a formal written amendment. A “change order” is not a sufficient mechanism for amending the Contract.
13. 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, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
14. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it 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/or federal immigration laws and regulations shall constitute a material breach of the Contract. 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).
15. No Boycott of Israel: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if Contractor has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars (\$100,000), Contractor hereby certifies that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People’s Republic of China as defined in A.R.S. § 35-394, et seq.
17. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Nathan Naliborski
Fleet Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
NNaliborski@flagstaffaz.gov

To Contractor:

Elora Kennedy
Fleet Manager
Findlay Toyota Scion Flagstaff
Flagstaff, AZ 86001
928-527-7306
ekennedy@findlayauto.com

With a copy to:

Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

18. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

CONTRACTOR:

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated September 19, 2024

EXHIBIT A

SCOPE OF WORK - COMMODITY AND PRICE LIST

CITY OF FLAGSTAFF
Toyota Rav4 Primes
2025-25

BID FORM

PLEASE SEE THE SCOPE OF WORK ATTACHED TO THE CONTRACT AS *EXHIBIT A*, FOR REQUIRED MATERIALS. THE NUMBER OF TOYOTA RAV4 PRIMES TO BE DELIVERED WILL BE BASED UPON BID RATES BUT SHALL NOT EXCEED SIX (6) UNITS.

RATES PER UNIT

<u>PRODUCT</u>	<u>COST PER UNIT</u>
(<u>6</u> # of units available for purchase at opening of bid)	
Toyota Rav4 Prime	\$ <u>46,559.00</u>
Tax	\$ <u>5,614.67</u>
Freight	\$ <u>0</u>
Other Fees with description: <u>2 additional key fobs</u>	\$ <u>940.00</u>

(All charges, including delivery, must be included, no extra charges will be considered at a later date. Miscellaneous charges will be considered in determining the low Bid)

Elora Kennedy
Signature of Person Authorized to Sign Bid
Elora Kennedy
Printed Name

Fleet Mgr/Internet Director
Title
10/23/24
Date

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Tyrone Johnson, Recreation Supervisor
Co-Submitter: Daniel Carrick
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Contract: Robert Cohen Co., LLC, a New Mexico Limited Liability Company, doing business as, Sport Surfaces Distributing, Inc. in the amount of \$239,499.48 for the second phase of the floor replacement at Jay Lively Activity Center.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract in the amount of \$239,499.48 with Robert Cohen Co., LLC, a New Mexico Limited Liability Company, doing business as, Sports Surfaces Distributing, Inc. for the second phase of the floor replacement at Jay Lively Activity Center; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of this Cooperative Purchase Contract with Robert Cohen Co., LLC, a New Mexico Limited Liability Company, doing business as, Sports Surfaces Distributing, Inc. will allow the City to purchase new rubber flooring that will replace the old and worn flooring that was not replaced in the initial phase of this project at Jay Lively Activity Center. The Cooperative Purchase Contract includes removal and disposal of the existing rubber flooring, furnish and install 10mm Mondo Sport Impact vulcanized rubber ice arena flooring color S073 Dark Blue, furnish and install new 1/8" x 4" rubber cove base and transitions to adjacent surfaces, clean-up and incidentals for complete work. The project is a part of the Facilities Advisory Committee FY2024-25 approved project list.

Financial Impact:

Project Name: Jay Lively Activity Center Phase II Flooring
Cost: \$239,499.48
Account Number Budgeted: 001-06-152-0522-3-4224
FY Budgeted Amount: FY2024-25
Grant Funded: N/A
Funding Source: FAC - General Fund

Policy Impact:

There are no policy impacts.

Previous Council Decision or Community Discussion:

There have been no previous Council discussion on this particular Cooperative Purchase Contract. However, the first phase of the flooring replacement at Jay Lively Activity Center received Council consent and the project for the high traffic areas was completed in FY2023-24.

Options and Alternatives to Recommended Action:

1. Approve the Cooperative Purchase Contract in the amount of \$239,499.48 with Robert Cohen Co., LLC, a New Mexico Limited Liability Company doing business as Sports Surfaces Distributing, Inc. for floor replacement of the high traffic areas at Jay Lively Activity Center; or
2. Deny the Cooperative Purchase Contract and suggest an alternative solicitation process

Background and History:

During FY2023-24 the high traffic areas were completed as a first phase with this second phase finishing the entire project. The second phase ensures that the initial investment is maintained properly along with completion of the overall flooring project.

The Cooperative Purchase Contract is priced through 1GPA Contract #25-06PV-05. The Procurement Section has deemed the agency contract valid and current.

Connection to PBB Priorities and Objectives:

Safe and Healthy Community: Ensure the built environment is safe through the use of consistent standards as well as best practices for building and land use.

Connection to 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.

Connection to Carbon Neutrality Plan:

IR-2: Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.

Connection to 10-Year Housing Plan:

There is no connection to the 10-year housing plan.

Attachments: [Contract with Sports Distributors](#)

COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-178

This Cooperative Purchase Contract is made and entered into this _____ day of February 2025 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Robert Cohen Co., LLC, a New Mexico Limited Liability Company, doing business as **Sports Surfaces Distributing Inc.** ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of **Athletic Surfaces, Appurtenances and Minor Structures.**
- B. The **Deer Park School District, A Texas Independent School District, in conjunction with 1Government Procurement Alliance (1GPA)**, conducted a competitive and open procurement process through Request for Proposal #**23-01DP** that resulted in Contract No. **23-01DP-05** with Contractor ("Agency Contract");
- C. 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 the City the materials and/or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract attached as Exhibit B.1-5. A general description of materials and/or services being purchased is:

Jay Lively Ice Rink Flooring Replacement – Phase 2

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for materials and/or services.
4. Payment:
 - 4.1 Payment to Contractor for the materials and/or services specified in the Scope of Work shall total **two hundred thirty-nine thousand four hundred ninety-nine dollars and forty eight cents (\$239,499.48)**; made in accordance with the price list and terms set forth in the Agency Contract.

- 4.2 Any adjustment to the payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment price increase is less than \$100,000; otherwise, City Council approval is required.
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 the work described in the Scope of Work is complete. The terms and conditions in the Agency Contract shall survive the termination, cancellation, or revocation, whether in whole or in part, of this Contract.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Tyrone Johnson
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
tjohnson@flagstaffaz.gov

To Contractor:
Maxwell Cohen
Sports Surfaces Distributing, Inc.
99 E. Virginia Ave., Ste. 200
Phoenix, AZ 85004
rcohen@sport-surfaces.com
505-243-2971

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

With a copy to:
Amy Hagin
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
ahagin@flagstaffaz.gov

(Remainder of Page Intentionally Blank)

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

SPORTS SURFACES DISTRIBUTING INC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated January 6, 2025

EXHIBIT A
SCOPE OF WORK
(attached)

- 1. Scope of Work dated February 14th, 2025– Jay Lively Activity Center Ice Rink 11 pages**

EXHIBIT B
AGENCY CONTRACT

(attached)

1. **Exhibit B.1 – Agency Proposal – one hundred forty-nine (149) pages**
2. **Exhibit B.2 – Agency Terms and Conditions – thirty (30) pages**
3. **Exhibit B.3 – Price List – five (5) pages**
4. **Exhibit B.4 – Award letter – two (2) pages**
5. **Exhibit B.5 – Contract Acceptance – one (1) page**
6. **Exhibit B.6 – Contract Extension – one (1) page**



Certified MONDO Installation Contractors

99 East Virginia Avenue, Suite 260

Phoenix, AZ 85004

AZ License ROC335377

www.sport-surfaces.com

February 14, 2025

Dan Carrick, Recreation Supervisor
Jay Lively Activity Center
1650 North Turquoise Drive
Flagstaff, AZ 86001

Re: Ice Rink Flooring Replacement – Phase 2

Dear Mr. Carrick:

We propose to furnish the labor, material, and equipment to install approximately 11,623 square feet of Mondo Sport Impact vulcanized rubber ice arena flooring at the Jay Lively Activity Center. Included in the work is:

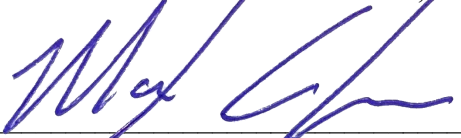
1. Demo current flooring in (6) restrooms, (5) locker rooms, (3) hallways, the party room, the training room, the skates, pro shop & sharp room, the lobby & warming area, the Zamboni area, and surrounding the south side of the ice rink (per attached drawing).
2. Prep concrete substrate.
3. Furnish and install approximately 11,623 square feet of moisture guarding 1.5mm Mondo Everlay-T underlayment in all demoed areas.
4. Furnish and install approximately 9,913 square feet of 6mm Mondo Sport Impact vulcanized rubber in restrooms, locker rooms, hallways, the party room, the training room, the skates, pro shop & sharp room, and the lobby & warming area (per attached drawing). Color S073 Dark Blue.
5. Furnish and install approximately 1,710 square feet of 10mm Mondo Sport Impact vulcanized rubber in the Zamboni area and surrounding the south side of the ice rink (per attached drawing). Color S073 Dark Blue.
6. Furnish and install new 1/8" x 4" rubber cove base at walls and transitions to doorways and adjacent surfaces.
7. Remove and reinstall toilets and partitions as needed.
8. Clean-up and incidentals for complete work.

The cost for the work through **1GPA Contract #23-01DP-05** is: **\$239,499.48**

Pricing good through June 2025 with purchase order received prior to April 1, 2025.

Yours truly,

SPORT SURFACES DISTRIBUTING, INC.

By 

Maxwell Cohen, Vice President

#	1GPA #25-01DP-05 Product ID	Product Name	Unit of Issue	Price	Quantity	Total
1	G-3505-012a	Remover Rubber Tile or Sheet	Per Sq. Ft.	\$1.89	11,623	\$21,967.47
2	G-3505-005	Floor Prep Light	Per Sq. Ft.	\$0.60	11,623	\$6,973.80
3	G-3505-019c	Standard Installation Rate	Per Sq. Ft.	\$4.29	11,623	\$49,862.67
4	EV15	1.5mm Mondo Everlay-T Rolls	Per Sq. Ft.	\$2.55	11,623	\$29,638.65
5	SI06R	6mm Mondo Sport Impact Rolls	Per Sq. Ft.	\$11.13	9,913	\$110,331.69
6	SI10R	10mm Mondo Sport Impact Rolls	Per Sq. Ft.	\$12.12	1,710	\$20,725.20
						\$239,499.48

Total Square Footage: 11,623

Flooring Unit Price per Square Foot:

- 1.5mm Mondo Everlay-T: \$2.55
- 6mm Mondo Sport Impact: 11.13
- 10mm Mondo Sport Impact: 12.12

Installation Costs (Line #3): \$49,862.67

Demo Costs (Line #1): \$21,967.47

Other Costs (Line #2): 6,973.80



City of Flagstaff
Jay Lively Activity Center
 10mm / 6mm Mondo Sport Impact
 S073 Dark Blue



ICE HOCKEY

 **MONDO**

ICE HOCKEY

SPORT IMPACT



HEAVY DUTY? NO WORRIES.

Even before skaters hit the ice, their blades give arena flooring a serious workout. With its 3 millimeter wear layer, Sport Impact resists abrasions and cuts, and it's perfect for common areas and dressing rooms as well.

Sport Impact is a premium skate and weight resistant rubber flooring with solid 3 mm homogeneous wear layer. Unsurpassed high tensile strength, tear strength, abrasion resistance, and crack growth resistance. Factory made not on-site laminated, waterproof and easy to clean.



CO-VULCANIZED MULTILAYER DUAL DUROMETER

Two different layers of solid rubber with their own formulations, vulcanized together to form a continuous, seamless piece of material.

UNSURPASSED SKATE RESISTANCE

Sport Impact is a double-layered vulcanized rubber flooring with an extra-thick wear layer that resists traction, lacerations, and heavy loads. Ideal for even the most intense sports activities, the non-porous wear layer can withstand heavy use and traffic from ice skate blades. The bottom layer guarantees uniform shock absorption and dimensional stability for athletes.

SPORT IMPACT

DIMENSIONS

Thickness	15/64" (6 mm)
Roll Length	42' 7" (13 m)*
Roll Width	6' 1" (1.86 m)
Tile Size	3' x 3' (0.91 m x 0.91 m)

DIMENSIONS

Thickness	25/64" (10 mm)
Roll Length	29' 6" (9 m)*
Roll Width	6' 1" (1.86 m)
Tile Size	3' x 3' (0.91 m x 0.91 m)

*Average length from production

**Custom colors available; minimum quantity required.

COLOR RANGE**



INDOOR AIR QUALITY

- ◆ Meets CA section 01350
- ◆ Greenguard Gold Certification





COLUMBUS BLUE JACKETS

COLUMBUS, OH



GOGGIN ICE CENTER

OXFORD, OH



ADDISON ICE ARENA

ADDISON, IL



MONTREAL CANADIENS

MONTREAL, QC



PHILADELPHIA FLYERS

PHILADELPHIA, PA



TORONTO MAPLE LEAFS

TORONTO, ONTARIO



BERKSHIRE SCHOOL

SHEFFIELD, MA



LUCAS COUNTY ARENA

TOLEDO, OH



NORTHBROOK ICE ARENA

NORTHBROOK, IL



1GPA

Procurement

Christy Knorr, Vice President
1910 W Washington St, Phoenix, AZ 85009

PROPOSAL DOCUMENT REPORT

GEN No. 23-01DP

Athletic Surfaces, Appurtenances and Minor Structures

RESPONSE DEADLINE: May 25, 2022 at 11:00 am

Report Generated: Wednesday, June 1, 2022

Robert Cohen Co., LLC dba Sport Surfacing, Inc. Proposal

CONTACT INFORMATION

Company:

Robert Cohen Co., LLC dba Sport Surfacing, Inc.

Email:

rcohen@sport-surfaces.com

Contact:

Robert Cohen

Address:

207 Calle Industrial
Ste B
Bernalillo, NM 87004

Phone:

(505) 243-2971

Website:

www.sport-surfaces.com

Submission Date:

May 24, 2022 9:26 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 21, 2022 8:37 AM by Jen Rehse

QUESTIONNAIRE

1. Proposal Requirements*

Confirm your firm's full and complete understanding of the requirements and scope of work detailed within the RFCSP and the ability of the firm to comply with all terms, requirements and conditions of the resultant contract.

Yes

2. General Information

SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) UNIQUE ENTITY ID *

Provide your firm's Federal Unique Entity ID number as registered with the Federal System for Award Management if available or enter N/A.

85-0450110

PROPOSAL CONTACT PERSON*

Provide the name, title, email address, and phone number of the person whom 1GPA should contact with questions regarding your firm's submittal

Robert Cohen, President, rcohen@sport-surfaces.com, 505-243-2971

SALES AND MARKETING CONTACT PERSON*

Provide the name, title, email address and phone number of the person whom 1GPA Members should contact with sales inquiries.

Jen Rehse, Director of Business Development for AZ, jrehse@sport-surfaces.com, 602-501-7241

Preston Denard, Business Development & Sales for Texas and New Mexico, pdenard@sport-surfaces.com, 505-999-8085

TRAINING CONTACT PERSON*

Provide the name, title, email address, and phone number of the person 1GPA should invite to the new contract vendor training (virtual) should your firm be awarded a contract under this solicitation.

Jen Rehse, Director of Business Development for AZ, jrehse@sport-surfaces.com, 602-501-7241

SALES REPORTS/ACCOUNTS PAYABLE CONTACT PERSON*

Provide the name, title, email address and phone number of the person 1GPA should contact for sales reporting and accounts payable inquiries.

Linda Jones, Accounting, ljones@sport-surfaces.com, 505-243-2971

INTEREST AND QUALIFICATIONS OF THE FIRM*

State the firm's interest and qualifications in providing the specified service program and provide a brief history of the firm.

Sport Surfaces Distributing, Inc. is a dedicated Distributor and Certified Installer of high-performance Track, Turf, Tennis and Athletic Flooring Systems in Arizona, New Mexico, Texas and beyond. We represent several stellar manufacturers with well-respected product lines that we believe have benefited your members over the years by providing safe and healthy environments for their students and staff.

We are currently on 1GPA's 17-18DP-05 Athletic Surfaces, Appurtenances and Minor Structures contract and would love the opportunity to work with you all again.

Sport Surfaces Distributing, Inc., and its parent firm, Robert Cohen Co., LLC, have been athletic surfaces contractors and suppliers since 1996. Headquartered in New Mexico, they operate directly in 7 states and are well positioned in the Texas and Arizona marketplaces.

Over the past 26 years, we have catered to school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local government, federal government, Native American communities, fire districts and many other political subdivisions.

We are affiliated with several distributors and material suppliers throughout the United States. We have also formed partnerships with installation contractors in other regions to allow us to have a national presence in the marketplace.

Sport Surfaces Distributing is able to provide the following goods and services required for the installation, repair and maintenance of the following:

1. Natural or Synthetic Athletic Field Surfaces, Materials and Appurtenances
2. Track Surfaces and Field Event Surfaces, Materials and Appurtenances
3. Basketball Court Surfaces/Flooring and Appurtenances
4. Tennis Court Surfaces and Netting
5. Striping, Marking, Logos, Signage

YEARS OF EXPERIENCE*

Provide the length of time your firm has been offering the products and services described in the Scope of Work for this solicitation.

Since 1996 we have been offering these products and services.

CONTRIBUTION AND AWARDS*

Detail contributions your firm has made to the industry and identify any awards received.

Sport Surfaces Distributing, Inc. has received the following notable awards:

1. 2009 ASBA Running Track Facility of the Year (Texas Tech University)
2. 2009 ASBA Distinguished Indoor Multipurpose Facility of the Year (Genoveva Chavez Rec. Center)
3. 2009 ASBA Distinguished Indoor Multipurpose Facility (Dilcon School)

4. 2010 ASBA Synthetic Turf Multi-Field Distinguished Facility of the Year (APS Soccer Complex)
5. 2010 ASBA Distinguished Indoor Multipurpose Facility (La Merced Elementary)
6. 2014 ASBA Distinguished Running Track Facility of the Year (Sacramento State University)
7. 2014 ASBA Distinguished Synthetic Turf Field Facility (Las Cruces Field of Dreams)
8. 2015 ASBA Distinguished Synthetic Turf Field Facility (Nusenda Credit Union Community Stadium)

ORGANIZATIONAL STRUCTURE*

Provide a detailed description of your firm's organizational structure and available resources.

Organizational structure and available resources

Robert Cohen, President and CEO - Oversees all Departments

Linda Jones, Accounting Manager - Payment and Billing

Victoria Medina - Accounting Assistant - Payment and Billing

Roger Lucero, Project Manager - Scheduling and Service Requests

Don Ikeler - Project Supervisor - Interface with customer in the field

Preston Dennard - Sales Manager - Estimates, Project Information

Jen Rehse - Director of Business Development for AZ - Client Relations and Projects

3. Experience, Expertise, References and Qualifications

PREVIOUS EXPERIENCE*

Download, complete and upload the attached "References" form. Preference shall be given to those firms who have been successful in operating within a governmental or public entity environment.

- [References.docx](#)

References.docReferences.pdfProject_Pages.pdf

PERFORMANCE EVALUATION SURVEY*

Download the form below for references to complete then upload responses here.

- [Performance Evaluation.docx](#)

Marana_USD_.pdfPUHSD.pdfNorthland_Prep.pdf

KEY PERSONNEL*

Download, complete and upload the attached "Key Personnel" form. Offeror shall provide detailed information on the key personnel who will be selected to manage and oversee any resultant contract with 1GPA. Resumes may also be uploaded here.

- [Key Personnel.docx](#)

1_Key_Personnel.pdf2_Key_Personnel.pdf

4. Financial Stability

AUDITED FINANCIAL STATEMENTS*

Upload a copy of audited financial statements representing the past two years. Include balance sheets and the statement of income and retained earnings. All financial records will be kept confidential.

2021_Reviewed_Financials.pdf

INSURANCE COVERAGE*

Provide proof of required insurance coverage. Download, complete, and upload the document below.

- [COI Form.docx](#)

4.2_Certificate_of_Insurance.pdf

BONDING CAPABILITY*

Upload a letter from your Surety stating your current available bonding capacity.

2022_Surety_Letter.pdf

5. Warranty Program

WARRANTY*

Upload samples of all manufacturers' warranties offered by your company. Describe your company's warranty program and provide any written materials describing the same.

warrenty_samples.pdf

6. Price Proposal

PRICE LISTS AND CATALOGS*

Upload all price lists and catalogs for materials manufactured or supplied by your company.

SSDI_Wholesale_Price_List_01-01-22.pdf
a._Brochure_-AcerCush_II.pdf
True-Grass-407-40.pdf
SS-4000_Sandwich.pdf
SS-3000_Sealed_Structural_Spray.pdf
SS-2000_Structural_Spray.pdf
Product_Sheet_SuperX720_EN_R11-2016.pdf
Product_Sheet_Super_X_Performance_EN_R11-2016.pdf
Product_Sheet_Sportflex_M_EN_R11-2016.pdf
Product_Sheet_Sport_Impact_EN_R12-2016.pdf
Product_Sheet_RamflexInterlock_EN_R10-2014.pdf
Product_Sheet_Ramflex_EN_R12-2016.pdf
Product_Sheet_Mondotrack-WS_EN_R11-2016.pdf
Product_Sheet_MondoRun-EN_en_(1).pdf
Product_Sheet_MondoArmor_EN_R06-2015.pdf
Product_Sheet_ADVANCE_EN_R12-2016.pdf
PowerHouse_2C-46H.pdf
Plexitrac_Cut_Sheet_Best.pdf
Plexipave_Court_Color_Brochure.pdf
NGI_Titan_Cut_Sheet.pdf
MonoSport_411-45.pdf
GameChanger_3C-46Q.pdf
Fast-Grass_AT740.pdf
DecoColorBrochure.pdf
Combat_Turf_Spec_op.pdf
Armor_Crack_Process.pdf
a._Brochure_-AcerCush_II.pdf
a._Brochure_-AcerChannel.pdf

PRICING FORMS*

Download, complete and upload the forms below as directed

- [Pricing_Form.docx](#)
- [Geographical Regions 23-01D...](#)

Geographic_Regional_Coverage_-_Texas.pdf6.2_Pricing_Form.pdf

7. Value-Add Services and Marketing Plan

VALUE-ADD SERVICES

Identify any other related value-add services your firm offers at little or no cost that supports your firm's primary business such as product demonstrations, informational videos, inspections, etc.

We are affiliated with a number of distributors and material suppliers. We also partner with contractors in other regions to allow for us to have a national presence in the marketplace. Our collaborative agreements with our vendor partners are one of our greatest strengths. Our purchasing volume allows us to be extremely competitive while providing superior levels of service across a very large footprint.

- * Represent proven manufactures with well-respected lines
- * provide technical and logistical support to our customers
- * leverage volume purchasing power into the lowest prices to the customer
- * keep our licenses current so we are able to operate effectively on a national level
- * we are always ready to expand when the opportunity arises

Collaborators:

- * we are affiliated with distributors and material suppliers across the United States
- * by partnering with a number of contractors in other regions we are able to have a national presence in the marketplace

Market Segments:

- * school districts

- * charter schools
- * universities
- * colleges
- * cities & towns
- * counties & states
- * municipalities
- * local & federal governments
- * Native American communities
- * any other political subdivision

MARKETING PLAN*

Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members.

Please see this in 8.1 Other Documents

8. Other

OTHER DOCUMENTS

Upload any additional information you would like to include in your proposal here. Multiple files are acceptable.

Marketing_plan.pdf

9. Required Forms

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE FORM*

Download the below document, complete, and upload.

- [O&A 23-01DP.pdf](#)

9.1_O&A_23-01DP.pdf

NON-COLLUSION AFFIDAVIT*

Download the below document, complete, and upload.

- [Non Collusion Affidavit.pdf](#)

9.2_Non_Collusion_Affidavit.pdf

CERTIFICATE OF INTERESTED PARTIES - FORM 1295*

Download the below document, complete, and upload.

- [Certificate of Interested P...](#)

9.3_Certificate_of_Interested_Parties.pdf

CONFLICT OF INTEREST QUESTIONNAIRE *

Please download the below document, complete, and upload.

- [Conflict of Interest-23-01D...](#)

9.4_Conflict_of_Interest-23-01DP.pdf

FELONY CONVICTION NOTIFICATION FORM*

Download the below document, complete, and upload.

- [Felony Conviction.pdf](#)

9.5_Felony_Conviction.pdf

CRIMINAL HISTORY: CONTRACTOR EMPLOYEES*

Please download the below document, complete, and upload.

- [Criminal History-Contractor...](#)

9.6_Criminal_History-Contractor_Employees.pdf

CONTRACTOR CERTIFICATION: SUBCONTRACTOR (AS APPLICABLE)*

Please download the below document, complete, and upload.

- [Contractor Cert - Subcontra...](#)

9.7_Contractor_Cert_-_Subcontractor.pdf

MWBE AND HUB FORM*

Download the below document, complete, and upload.

- [MWBE and HUB.pdf](#)

9.8_MWBE_and_HUB.pdf

ANTITRUST CERTIFICATION*

Download the below document, complete, and upload.

- [Antitrust Certification.pdf](#)

9.9_Antitrust_Certification.pdf

DEBARMENT CERTIFICATION*

Download the below document, complete, and upload.

- [Debarment Certification.pdf](#)

9.10._Debarment_Certification.pdf

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION*

Download the below document, complete, and upload.

- [Texas-Cert of Compliance wi...](#)

9.11._Texas-Cert_of_Compliance_with_TX_Family_Code.pdf

2CFR 200 CERTIFICATIONS*

Please download the below document, complete, and upload.

- [2CFR 200 Cert.pdf](#)

9.12._2CFR_200_Cert.pdf



ASBA Certified Athletic Builders

99 East Virginia Ave Suite 260, Phoenix, AZ 85022
207 Calle Industrial Bernalillo, NM 87004
(505) 243-2971 (office)
(602) 501-7241 (Jen Rehse mobile)
www.sport-surfaces.com

Sport Surfaces Distributing, Inc. references

Belen High School

Belen, NM
2-1/2" slit film (football)
Field Completed May, 2020
Antonio Sedillo, Director of Facilities
505-366-7632
sedilloa@beleneagles.org

We also did LLHS track and field with Antonio when he was the Facilities Director at Los Lunas.

Santo Domingo Elementary Baseball and Football Fields

Bernalillo Public Schools, Santo Domingo NM
2" slit film (baseball and football)
Completed June, 2019
Martin Montano, Facilities Director
505-404-5742 (office)
505-326-2881 (cell) call this number first, if he doesn't answer, please send a text.
mjmontano@bps.k12.nm.us

Wool Bowl Stadium

Roswell, NM
2-1/2" Slit Film (football)
Field Completed July, 2019
Britt Cooper, Athletic Director
575-626-7535
bcooper@risd.k12.nm.us

Grants High School

Grants, NM
2-1/2" slit film (football)
Field Completed August, 2019
Vance Lee, Director of Facilities
575-495-5886
John.lee@gccs.k12.nm.us

Sun Angel Stadium

TEMPE, AZ



organization. Arizona State University

address. 400 S. Rural Rd., Tempe, AZ 85281

contact. Michael Chismar, Assistant Athletic DIR,
602-820-4403, michael.chismar@asu.edu

SCOPE OF SERVICES

8-lane competition NCAA running track

Product: MondoTrack-SX (the fastest running surface in the world)

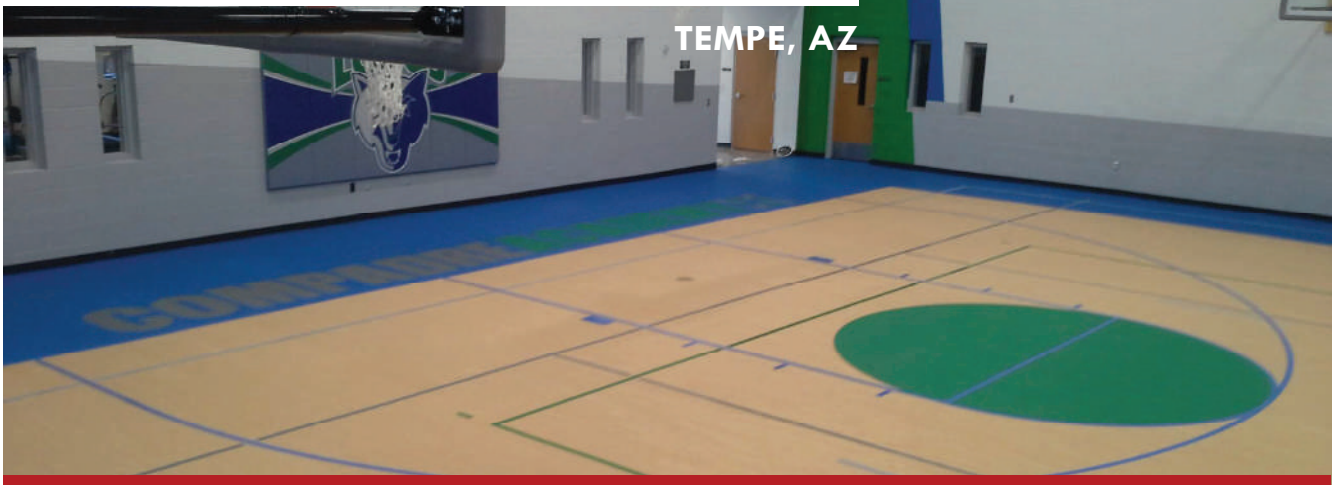
Varsity Weight Room & Training Room floors

Product: Mondo Ramflex

\$1.6M

Compadre Academy High School

TEMPE, AZ



organization. Tempe Union School District

address. 500 W. Guadalupe, Tempe, AZ 85283

SCOPE OF SERVICES

Multipurpose Gymnasium Floor

Product: Mondo Advance

\$93,750

5 District Recreation Centers

SACATON, AZ



organization. Gila River Indian Community

address. 315 W. Casa Blanca Rd.

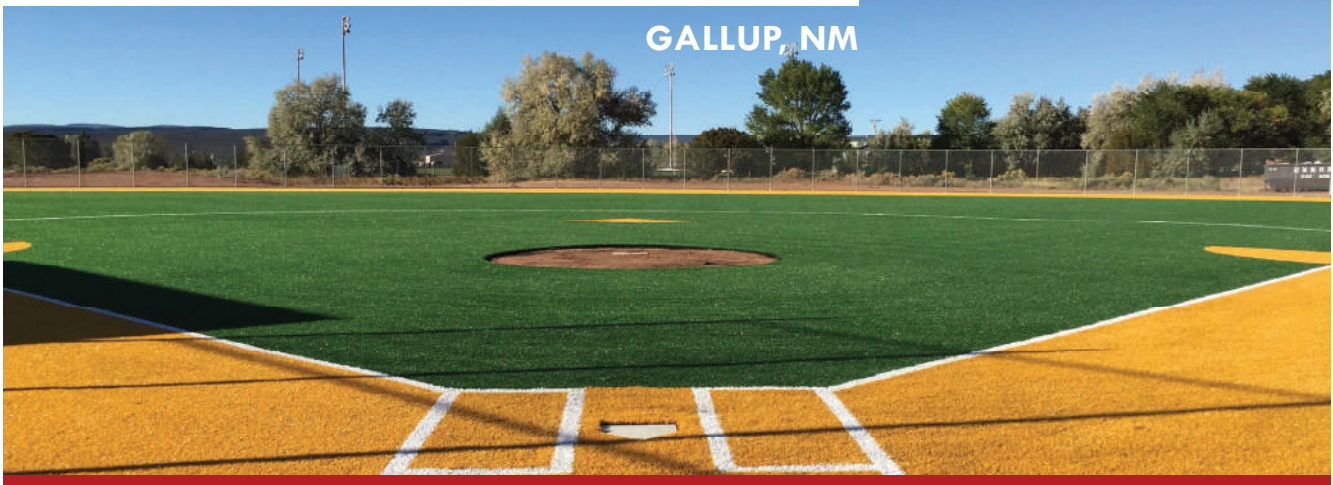
contact. Howard Reno, Senior Project Manager
520-610-1722, howard.reeno@gric.nsn.us

SCOPE OF SERVICES

Gym Floors
Product: AACER Hardwood Gym Floors
Multipurpose Room Floors
Product: Mondo Advance
Weight Room Floors
Product: Mondo Sport Impact
\$550,000

Middle School & High Schools

GALLUP, NM



organization. Gallup/McKinley County Schools

address. 300 Mollica Dr., Gallup, NM 87301

contact. Ron Triplehorn, Director of Facilities, 505-721-1107, rtriplehorn@gmcs.k12.nm.us

SCOPE OF SERVICES

Softball Field (middle school)
Product: Turf Nation, Synthetic Turf
5 Running Tracks (5 different high schools)
Product: Sport Surfaces, Polyurethane SS-2000
\$1.7M



Tracks, Fields, Tennis Courts & Gyms

ALBUQUERQUE, NM

organization. Albuquerque Public Schools

address. 6400 Uptown Blvd. NE, Albuquerque, NM

contact. John Dufay, Ex DIR of Maintenance & Operations, 505-259-0168, dufay@aps.edu

SCOPE OF SERVICES

10 Sport Surfaces District Running Tracks
6 Mondo & Turf Nation Synthetic Turf Fields
12 Mondo Multipurpose Rooms & Weight Room Floors
6 AACER Hardwood Gymnasium Floors
Regular Hardwood Floor Maintenance & Refinishing
\$2.6M



Gymnasiums & Football Fields

LOS LUNAS, NM

organization. Los Lunas Public Schools

address. 119 Lunas Ave., Los Lunas, NM 85031

contact. Andy Garcia, DIR of Maintenance & Const., 505-975-2120, ajgarcia@lpschools.org

SCOPE OF SERVICES

4 AACER & Haro Hardwood HS Gymnasium Floors
11 Mondo Multi-purpose Gymnasium Floors
Turf Nation Synthetic Turf HS Football Field
\$1.4M

Manzano Mesa Pickleball Courts



ALBUQUERQUE, NM

organization. City of Albuquerque

address. Southern and Eubank in Albuquerque, NM

contact. Brian Verardo, Project Architect
505-268-2266, bverardo@mrwmla.com

SCOPE OF SERVICES

18 Post-Tensioned Courts with Fencing, Lighting and
Shade Structures
\$1.3M

Farmington High School



FARMINGTON, NM

organization. Farmington Municipal Schools

address. 2200 N. Sunset Ave. Farmington, NM 87401

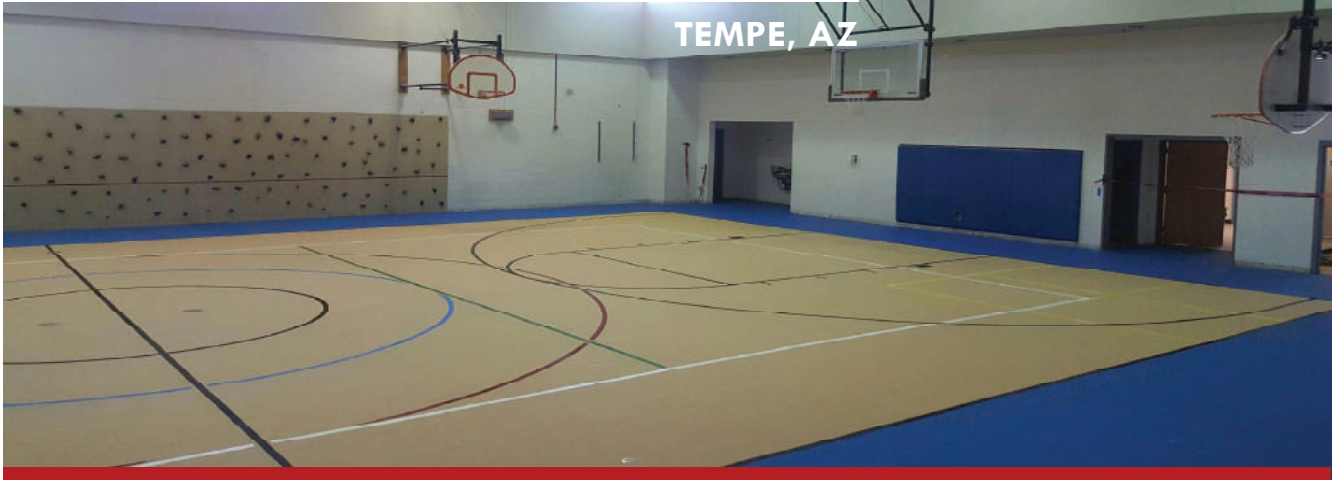
contact. Jeremy Trumbull, Project Architect, 505-
883-5200, jtt@fbtarch.com

SCOPE OF SERVICES

New Gymnasium Floor
Product: AACER Hardwood
\$173,000

Arredondo Elementary School

TEMPE, AZ



organization. Tempe Elementary School District

address. 1330 E. Carson Dr. Tempe, AZ 85282

contact. Jeff Homstad, Project Manager, 480-642-1542 (7605), jhomstad@tempeschools.org

SCOPE OF SERVICES

Multipurpose Gym

Product: Mondo Advance

\$63,000

Denver City Field House

DENVER CITY, TX



organization. Denver City ISD

address. 501 Mustang Dr., Denver City, TX 79323

SCOPE OF SERVICES

Mondo Indoor and Outdoor Synthetic Turf

Mondo Sport Impact Weight Rooms

\$197,650

PERFORMANCE EVALUATION SURVEY

Subject: Request For Competitive Sealed Proposals 23-01DP Athletic Surfaces, Appurtenances and Minor Structures

Name of Vendor Being Assessed: Sport Surfaces Distributing, Inc


To Whom It May Concern:

1GPA is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current Solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. 1GPA would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below. Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	10
2	Quality of Products and/or Service	(1-10)	10
3	Ability to understand the needs of your agency	(1-10)	10
4	Vendor's participation and assistance when "issues" arise	(1-10)	10
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	10
6	Billing statements provided are easy to understand	(1-10)	10
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	10
8	Communication with your agency regarding schedules and timelines	(1-10)	10
9	Vendor provides value added services with satisfaction of your agency	(1-10)	10
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	10

Any additional comments regarding vendor/services provided:

The minor repairs done have been thorough manner with excellent communication and service throughout the process.

Signature: 	Date: May 24, 2022
Printed Name: Eva Grove	Title: Senior Purchasing Agent
Organization: Marana Unified School District	Phone Number: 520-682-4760

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

PERFORMANCE EVALUATION SURVEY

Subject: Request For Competitive Sealed Proposals 23-01DP Athletic Surfaces, Appurtenances and Minor Structures

Name of Vendor Being Assessed: Marana Unified School District

To Whom It May Concern:

1GPA is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current Solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. 1GPA would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below. Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	
2	Quality of Products and/or Service	(1-10)	
3	Ability to understand the needs of your agency	(1-10)	
4	Vendor's participation and assistance when "issues" arise	(1-10)	
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	
6	Billing statements provided are easy to understand	(1-10)	
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	
8	Communication with your agency regarding schedules and timelines	(1-10)	
9	Vendor provides value added services with satisfaction of your agency	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

Any additional comments regarding vendor/services provided:

Signature:	Date:
Printed Name:	Title:
Organization:	Phone Number:

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

PERFORMANCE EVALUATION SURVEY

Subject: Request For Competitive Sealed Proposals 23-01DP Athletic Surfaces, Appurtenances and Minor Structures

Name of Vendor Being Assessed: Northland Preparatory Academy

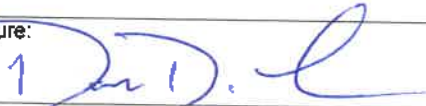
To Whom It May Concern:

1GPA is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current Solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. 1GPA would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below. Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	10
2	Quality of Products and/or Service	(1-10)	10
3	Ability to understand the needs of your agency	(1-10)	10
4	Vendor's participation and assistance when "issues" arise	(1-10)	10
5	Close out process (Invoicing, no unexpected/hidden fees)	(1-10)	10
6	Billing statements provided are easy to understand	(1-10)	10
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	10
8	Communication with your agency regarding schedules and timelines	(1-10)	10
9	Vendor provides value added services with satisfaction of your agency	(1-10)	10
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	10

Any additional comments regarding vendor/services provided:

Sports Surfaces was tremendous to work with. They were timely, professional and delivered what they said they would deliver. I would highly recommend Sports Surfaces to institutions who need multi-use flooring.

Signature: 	Date: 5/24/22
Printed Name: David D. Lykins:	Title: SUPERINTENDENT
Organization: Northland Preparatory Academy	Phone Number: 928-214-8776

Thank you for your time and effort in assisting the vendor in this important endeavor. Please email this survey back to the firm requesting it as soon as possible so it can be included in their response.

**RFCSP 23-01DP ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES
KEY PERSONNEL**

Provide information regarding key personnel that includes education and experience, years of industry experience and years with your firm. You may also attach any supporting information that demonstrates the employee's experience, expertise and/or performance. Add more tables as needed.

KEY PERSONNEL #1

NAME:	Robert J. Cohen, CSI, CDT
TITLE:	President and CEO
YEARS OF INDUSTRY EXPERIENCE:	He has been in the construction industry since 2003
YEARS WITH THE FIRM:	1996
EDUCATION:	BBA In Construction Management University of New Mexico 1983
WORK EXPERIENCE:	He is one of 23 builders in the United States certified by the prestigious American Sports Builders Association as both a Certified Synthetic Fields Builder and a Certified Track Builder. He has an extensive resume as a designer/builder of running tracks, hardwood floors and synthetic turf field, but this is not limited to minor repairs on basketball courts, tennis courts and multipurpose floors. He can serve as a sub-contractor or general contractor on any job.
ROLE IN THIS PROJECT AND OTHER INFORMATION:	Bob oversees all projects from pricing, to installation, to warranty and beyond.

**RFCSP 23-01DP ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES
KEY PERSONNEL**

KEY PERSONNEL #2

NAME:	Roger Lucero
TITLE:	Project Manager and Quality Control Manager
YEARS OF INDUSTRY EXPERIENCE:	25 years
YEARS WITH THE FIRM:	25 years
EDUCATION:	Roger has worked for Sport Surfaces since he graduated high school in 1997. He started in the field and has worked his way up to a Senior Director position and is Robert Cohen's right hand man.
WORK EXPERIENCE:	<p>Roger always oversees 6 teams, 2 domiciled in Arizona and 4 in New Mexico. During the summer times, he can be managing 10-12 crews at a time; sending them all over the SW servicing our clients.</p> <p>His most important role is: Safety and Risk Management</p> <ul style="list-style-type: none"> • Proven ability to design, direct and implement effective safety programs. • Demonstrated experience in monitoring facilities and processes for adherence to OSHA guidelines by overseeing inspections, recommending corrective measures and preparing for OSHA safety audits. • Helped develop occupational safety control and loss control manuals for employees. • Experienced and effective working with people of diverse cultures and backgrounds <p>(bi-lingual in Spanish and English)</p>
ROLE IN THIS PROJECT AND OTHER INFORMATION:	Roger is aware of the project from day one. His active role begins when we submit the submittals to the client. He then coordinates the schedule and works with the team in the field until the project is complete.

**RFCSP 23-01DP ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES
KEY PERSONNEL**

KEY PERSONNEL #3

NAME:	Donnie Ikeler
TITLE:	Project Superintendent and Lead Trainer
YEARS OF INDUSTRY EXPERIENCE:	19 years
YEARS WITH THE FIRM:	12 years
EDUCATION:	Donald Ikeler is specialized in the construction of both outdoor and indoor athletic facilities. Since 2003 he has been working in the field and has gained the respect and expertise required to supervise and install synthetic turf, running tracks and gymnasium flooring systems. In addition, Mr. Ikeler is up to date with sport field standards and requirements.
WORK EXPERIENCE:	He has demonstrated complete competence in managing projects, meeting schedules, coordinating trades, and building complete facilities from the ground up or handling minor repairs.
ROLE IN THIS PROJECT OTHER INFORMATION:	He is your go to guy in the field. He will be in direct contact with the client and any other trades on site.

**RFCSP 23-01DP ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES
KEY PERSONNEL**

**RFCSP 23-01DP ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES
KEY PERSONNEL**

Provide information regarding key personnel that includes education and experience, years of industry experience and years with your firm. You may also attach any supporting information that demonstrates the employee's experience, expertise and/or performance. Add more tables as needed.

KEY PERSONNEL #4

NAME:	Linda Jones
TITLE:	President and CEO
YEARS OF INDUSTRY EXPERIENCE:	He has been in the construction industry since 2003
YEARS WITH THE FIRM:	
EDUCATION:	LSU, Baton Rouge, Louisiana UCLA, Westwood California (BA) Timberline Software Corporation, Beaverton, Oregon (Certificate of Completion for Construction Accounting)
WORK EXPERIENCE:	She is well versed in transportation, nationally and internationally. Over the years, she has developed trustworthy relationships with a number of different freight lines. These relationships have proven to be beneficial to our customers in terms of cost and on-time performances.
ROLE IN THIS PROJECT AND OTHER INFORMATION:	Linda is responsible for all facets of accounting: general ledger, job cost, accounts payable, accounts receivable certified payroll and financial statements. She works directly with the Project Manager and Estimator on each job. She also handles the procurement of material and schedules all the material installations.

**RFCSP 23-01DP ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES
KEY PERSONNEL**

KEY PERSONNEL #5

NAME:	Preston Dennard
TITLE:	Project Manager and Quality Control Manager
YEARS OF INDUSTRY EXPERIENCE:	25 years
YEARS WITH THE FIRM:	25 years
EDUCATION:	School of Broadcasting, Broadcast Journalism (BA) 1982 @ Columbia University, Los Angeles, California (emphasis in communication & business) School of Education, English (BA) 1973 @ University of New Mexico, Albuquerque, NM
WORK EXPERIENCE:	Preston Dennard manages all aspects of business marketing, promotions, inventory, external communications, conferences, trade shows and AIA accredited presentations for Sport Surfaces Distributing, Inc. For eight years, Mr. Dennard was a top-rated National Football League wide receiver. He has been featured in Sports Illustrated, Pro and numerous other magazines. Preston has proven athletic talents professionally as an outstanding veteran with the Los Angeles Rams, Buffalo Bills and the Green Bay Packers.
ROLE IN THIS PROJECT AND OTHER INFORMATION:	Preston is the client liaison for all Texas and New Mexico projects.

**RFCSP 23-01DP ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES
KEY PERSONNEL**

KEY PERSONNEL #6

NAME:	Jen Rehse
TITLE:	Director of Business Development for Arizona
YEARS OF INDUSTRY EXPERIENCE:	22 years
YEARS WITH THE FIRM:	7 years
EDUCATION:	Arizona State University – Tempe, AZ - 1999 Bachelor of Interdisciplinary Studies, Business and Women’s Studies
WORK EXPERIENCE:	Jen is responsible for developing new business by developing relationships with current and future clients. She personally works one-on-one with the project architects or contractors, assisting and supporting the project from product selection to install.
ROLE IN THIS PROJECT OTHER INFORMATION:	She is a support to Preston, Donnie and Roger

ROBERT COHEN CO., LLC

**Independent Accountant's Review
Report and Financial Statements
with Supplementary Information**

December 31, 2021 and 2020



AXIOM

*Certified Public Accountants
and Business Advisors LLC*

ROBERT COHEN CO., LLC

Table of Contents

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Schedule of Completed Contracts	18

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Managing Member
Robert Cohen Co., LLC
Albuquerque, NM

We have reviewed the accompanying financial statements of Robert Cohen Co., LLC (the Company) which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and changes in member's equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the Schedules on pages 16 through 18 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide any assurance on it.



April 29, 2022
Albuquerque, New Mexico

ROBERT COHEN CO., LLC
Balance Sheets

ASSETS

	<u>December 31,</u>	
	<u>2021</u>	<u>2020</u>
Current Assets		
Cash and cash equivalents	\$ 376,555	322,930
Contracts receivable	1,588,633	2,695,571
Costs and estimated earnings in excess of billings on uncompleted contracts	234,908	2,292
Inventory	133,600	-
Other receivable	9,457	34,341
	<u>2,343,153</u>	<u>3,055,134</u>
Total Current Assets	2,343,153	3,055,134
Property and Equipment		
Autos and trucks	396,171	396,171
Tools and equipment	387,982	378,662
Networking equipment	20,469	13,382
	<u>804,622</u>	<u>788,215</u>
Total Property and Equipment	804,622	788,215
Accumulated depreciation	<u>(570,596)</u>	<u>(473,815)</u>
Total Property and Equipment, Net	234,026	314,400
Other Assets		
Note receivable from member	<u>-</u>	<u>380,528</u>
Total Assets	\$ <u>2,577,179</u>	<u>3,750,062</u>

See Accompanying Notes and Accountant's Report

ROBERT COHEN CO., LLC
Balance Sheets

LIABILITIES AND MEMBER'S EQUITY

	<u>December 31,</u>	
	<u>2021</u>	<u>2020</u>
Current Liabilities		
Accounts payable	\$ 200,141	542,362
Credit cards payable	17,286	31,759
Accrued payroll tax liabilities	45,224	38,429
Billings in excess of costs and estimated earnings on uncompleted contracts	357,868	227,190
Line-of-credit	-	400,000
Notes payable, current portion	44,642	55,680
	<u>665,161</u>	<u>1,295,420</u>
Total Current Liabilities	665,161	1,295,420
Long Term Liabilities		
Long-term debt, net of current portion	119,938	169,834
	<u>119,938</u>	<u>169,834</u>
Total Long Term Liabilities	119,938	169,834
Total Liabilities	785,099	1,465,254
Member's Equity	<u>1,792,080</u>	<u>2,284,808</u>
Total Liabilities and Member's Equity	\$ <u>2,577,179</u>	<u>3,750,062</u>

See Accompanying Notes and Accountant's Report

ROBERT COHEN CO., LLC
Statements of Income and Changes in Member's Equity

	Years Ended December 31,	
	2021	2020
Earned revenues - construction	\$ 10,119,945	10,670,482
Earned revenues - materials	<u>289,926</u>	<u>140,969</u>
Total earned revenues	10,409,871	10,811,451
Cost of earned revenues - construction	8,434,192	8,826,815
Cost of earned revenues - materials	<u>192,219</u>	<u>88,152</u>
Total cost of earned revenues	8,626,411	8,914,967
Gross profit	1,783,460	1,896,484
General and administrative expenses	<u>1,118,608</u>	<u>875,057</u>
Income from operations	664,852	1,021,427
Other Income (Expense)		
Interest expense	(10,068)	(19,636)
PPP loan forgiveness (Note 14)	390,940	356,497
Other income	26,518	71,080
Gain (loss) on sale of property and equipment	<u>24,864</u>	<u>(13,196)</u>
Total Other Income (Expense)	432,254	394,745
NET INCOME	1,097,106	1,416,172
Member's equity, beginning of year	2,284,808	2,216,636
Distributions	<u>(1,589,834)</u>	<u>(1,348,000)</u>
Member's equity, end of year	<u>\$ 1,792,080</u>	<u>2,284,808</u>

See Accompanying Notes and Accountant's Report

ROBERT COHEN CO., LLC
Statements of Cash Flows

	Years Ended December 31,	
	<u>2021</u>	<u>2020</u>
Cash Flows from Operating Activities		
Net income	\$ 1,097,106	1,416,172
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation	96,781	81,451
PPP loan forgiveness	(390,940)	(356,497)
(Gain) loss on sale of property and equipment	(24,864)	13,196
Changes in operating assets and liabilities:		
Contract receivables	1,106,938	(618,372)
Supplies inventory	(133,600)	44,275
Costs and estimated earnings in excess of billings	(232,616)	258,993
Employee advances and other receivables	24,884	(26,137)
Accounts payable	(342,221)	312,214
Accrued expenses and other liabilities	(7,678)	(13,476)
Billings in excess of costs and estimated earnings	130,678	156,002
Net Cash Provided by Operating Activities	<u>1,324,468</u>	<u>1,267,821</u>
Cash Flows from Investing Activities		
Loan to member	380,528	418,143
Proceeds from sale of property and equipment	(24,864)	16,066
Purchase of property and equipment	33,321	(179,040)
Net Cash Provided (Used) By Investing Activities	<u>388,985</u>	<u>255,169</u>
Cash Flows from Financing Activities		
Net borrowings (repayment) on line-of-credit	(400,000)	(400,000)
Payments on long-term debt	(60,934)	(73,547)
Proceeds from PPP loan	390,940	356,497
Proceeds from long-term debt	-	147,846
Distributions to member	(1,589,834)	(1,348,000)
Net Cash Provided (Used) By Financing Activities	<u>(1,659,828)</u>	<u>(1,317,204)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	53,625	205,786
Cash and Cash Equivalents, beginning of year	<u>322,930</u>	<u>117,144</u>
Cash and Cash Equivalents, end of year	<u>\$ 376,555</u>	<u>322,930</u>
Supplemental Disclosure of Cash Flow Information		
Interest Paid	<u>\$ 10,068</u>	<u>19,618</u>

See Accompanying Notes and Accountant's Report

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 1 – NATURE OF OPERATIONS

Robert Cohen Co., LLC (the “Company”) installs athletic flooring for institutional and commercial buildings, as well as the construction of outdoor running tracks, athletic fields, and courts. The Company operates primarily in New Mexico, Texas, California, and Arizona. The Company was organized on February 9, 1998 in the State of New Mexico. The Company also operates under the name Sport Surfaces Distributing, Inc. for the purpose of contracting in California, selling to the Federal Government through GSA, and selling material to other contractors. Sport Surfaces Distributing, Inc. was organized on July 15, 2002 and is 100% owned by Robert Cohen Co., LLC. On January 1, 2004, Robert Cohen Co., LLC and Sport Surfaces Distributing, Inc. filed Form 8869 Qualified Subchapter S Subsidiary Election. The income, expenses, assets, and liabilities for both the Company and Sports Surfaces Distributing, Inc. are recognized and reported as Robert Cohen Co., LLC.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of the Company is presented to assist in understanding the Company’s financial statements. The financial statements and notes are representations of the Company’s management, which is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Operating Cycle. The Company's construction work is performed under fixed-price contracts. The length of the Company's contracts varies, but they are typically less than one year. Therefore, assets and liabilities are classified as current because the contract-related items in the balance sheets have realization and liquidation periods due within one year. Balance sheet items related to those contracts that extend beyond one year are classified as non-current where applicable. The Company also engages in the sales of athletic flooring systems material.

Basis of Accounting. The accompanying financial statements have been prepared using the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Generally Accepted Accounting Principles (GAAP). The accompanying financial statements are prepared in accordance with GAAP.

Management Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Significant estimates in the financial statements include the estimated costs to complete uncompleted contracts and the related estimated profit to be realized thereon, the collectability of contracts receivable, the estimated useful lives of property and equipment for depreciation purposes and the recoverability of long-lived assets.

Revenue and Cost Recognition. The construction of athletic flooring for industrial and commercial buildings is a single performance obligation that is satisfied over time.

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Payment is also due over time in installments, based on project phases as specified in the contract, with a final payment due at the time the building is completed and ready for occupancy and the customer accepts the property.

Revenues from fixed-price and modified fixed-price construction contracts are recognized on the percentage-of-completion method, measured by the percentage of total cost incurred to date to estimated total cost for each contract. This method is used because management considers total cost to be the best available measure of progress on these contracts.

The amount of revenues recognized is that portion of the total contract amount that the actual cost expended bears to the anticipated final total cost based on current estimates of cost to complete the project (cost-to-cost method). It is not related to the progress billings to customers. However, when it becomes known that the anticipated final total cost will exceed the contract amount, the excess of cost over contract amount is immediately recognized as a loss on the contract. Recognition of profit commences on an individual project only when cost to complete the project can reasonably be estimated and after there has been some meaningful performance achieved on the project.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect or labor, supplies, tools, repairs and depreciation costs. Most costs traditionally classified as indirect, that are associated with jobs, including maintenance and repairs, automobile costs, insurance, supplies, etc., are allocated to jobs based upon total direct costs of individual contracts as a percentage of total direct costs for all contracts. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions (when applicable), and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

Costs and estimated earnings in excess of billings on contracts in progress represent revenues recognized in excess of amounts billed (under billings). Billings in excess of costs and estimated earnings on contracts in progress represents billings in excess of revenues recognized (overbillings). Contracts are considered closed when substantially completed.

Effective January, 1, 2019, the Company implemented Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers, and all subsequent related ASUs (“Topic 606”), using a modified retrospective transition approach by applying the new standard to only jobs in progress at the effective date. The modified retrospective adoption used by the Company did not result in a material cumulative effect adjustment to the opening balance of accumulated members’ equity. Revenue from substantially all of the Company’s contracts with customers continues to be recognized over time as performance obligations are satisfied. The core principle of Topic 606 is that revenue will be recognized when promised goods or services are transferred to customers in an amount that reflects consideration for which entitlement is expected in exchange for those goods or services.

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents. The Company considers all liquid investments including its investments in money market account and certificates of deposit with a maturity of three months or less when purchased to be cash equivalents. They also consider assets under a daily repurchase agreement to be cash equivalents.

Contracts and Unbilled Receivables. Contracts receivable represent the amount billed but uncollected on completed construction contracts and construction contracts in progress. Retainage receivables represent amounts billed but held for payment until completion of specified work (usually upon completion of the contract). The Company had close out receivable of \$935,744 and \$2,252,902 at December 31, 2021 and 2020, respectively. All retainage is expected to be collected within one year.

Contracts receivable are carried at original invoice amount, which is deemed by management to be net realizable value. Management considers all contract receivables to be fully collectible, and thus no allowance for doubtful accounts is required. Contracts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts and charges bad debt expense when that determination is made. Contracts receivable are written off against the allowance for doubtful accounts when deemed uncollectible.

Recoveries of contracts receivable previously written off are recorded to other income when received. A contract receivable is considered to be past due if any portion of the receivable balance is outstanding for more than 90 days. Interest is not charged on past due balances.

Variable Interest Entity. The Company leases its operating facilities from Cuesta Abajo Partners, LLC which was formed by the managing member of the Company in 2016 for the purpose of real estate investment.

Property and Equipment. Assets purchased whose cost is greater than \$2,500 are recorded, at cost, as property and equipment. Depreciation of property and equipment is provided using the straight line method over the assets estimated useful life or the lease term of the related asset improvement. Repairs and maintenance costs are expensed as incurred.

Estimated useful lives of the assets are as follows:

Tools and equipment	5 to 10 years
Automobiles and trucks	5 to 10 years
Networking equipment	7 to 10 years

Management reviews long-lived assets to assess recoverability whenever events or changes in circumstances indicate that expected future undiscounted cash flows might not be sufficient to support the carrying amount of an asset. If an asset is determined to be impaired, the loss is measured as the amount by which the carrying value of the asset exceeds its fair value. At this time, no impairment losses have been recorded. Depreciation expense amounted to \$96,781 and \$81,451 for the years ended December 31, 2021 and 2020, respectively.

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value of Financial Instruments. The fair value of financial instruments classified as current assets and liabilities, including cash and cash equivalents, contracts receivable, accounts payable, accrued expenses and long term debt, approximate carrying value due to the short maturities of those instruments.

Investments, comprised available-for-sale securities, are recognized at fair value on the balance sheet. Gains and losses on sale of those investments are determined using the specific identification method.

Vacation Accruals. Employees accrue vacation time at their applicable pay rate; however, any accrued vacation at the end of the year will not be carried forward into the following year. Furthermore, all unused vacation will be forfeited upon termination of employment. As such, no liability has been recognized in the accompanying financial statements.

Income Taxes. The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, the financial statements do not include a provision for income taxes under FASB ASC 740, Income Taxes, because the Company does not incur federal or state income taxes. Instead, its earnings and losses are included in the member's personal income tax returns.

Under the provisions of FASB ASC 740, income tax positions must meet a more-likely-than-not recognition threshold. The Company's policy is to classify income tax penalties and interest according to their natural classification rather than as income tax expense. The Company had no interest and penalties related to income taxes during the years ended December 31, 2021 and 2020. As of December 31, 2021 and 2020, management does not believe the Company has any uncertain tax positions that would require financial statement recognition, measurement, or disclosure under FASB ASC 740. Due to statutes of limitation, the Company is no longer subject to examinations by tax authorities for years before 2018.

The Company accounts for uncertain tax positions in accordance with FASB ASC 450, Accounting for Contingencies, whereby the effect of the uncertainty would be recorded if the outcome was considered probable and was reasonably estimable.

Advertising Costs. The Company expenses advertising costs as amounts are incurred. Advertising expense was \$53,726 and \$33,965 for the years ended December 31, 2021 and 2020, respectively.

Concentrations of Credit Risk. Credit is granted to its customers and the Company's ability to collect amounts due is affected by economic fluctuations.

The Company maintains its cash balances at local and national financial institutions. Accounts at these institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. No credit losses have been experienced and management believes the Company is not exposed to significant credit risk with respect to its cash balances.

Gross Receipts and Sales Taxes. The Company reports and pays their gross receipts and sales taxes using the cash basis method and uses the accrual method of accounting for gross receipts tax in the financial statements.

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

During the years ended December 31, 2021 and 2020, the Company accounted for gross receipts and sales taxes using the gross basis; therefore, gross receipts and sales taxes of \$457,042 and \$298,623 are included as part of Earned Revenues and Costs of Earned Revenues, respectively.

Recently Issued Accounting Pronouncements. Recently Issued Accounting Pronouncements. FASB ASU 2016-02, Leases changes the way lessees will recognize leases as they will recognize most leases on-balance sheet and will increase reported assets and liabilities. Lessor accounting remains substantially similar to current U.S. GAAP. Effective for public business entities, certain not-for-profit entities, and certain employee benefit plans for annual and interim periods in fiscal years beginning after December 15, 2018.

For all other entities, it is effective for annual periods beginning after December 15, 2019, and interim periods in fiscal years beginning after December 15, 2020. The ASU mandates a modified retrospective transition method for all entities. The Company is currently evaluating the impact of this ASU, and does anticipate a significant impact to the financial statements upon adoption. On April 8, 2020, the Financial Accounting Standards Board delayed effective date of this ASU for fiscal years beginning after December 15, 2021.

Subsequent Events. Subsequent events are events or transactions that occur after the balance sheet date but before financial statements are available to be issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about the conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. The Company's financial statements do not recognize subsequent events that provide evidence about conditions that exist at the date of the balance sheet but arose after the balance sheet date and before the financial statements are available to be issued. The Company has evaluated subsequent events through April 29, 2022, which is the date the financial statements were available to be issued and, as a result of evaluation, there were no subsequent events that require disclosure.

NOTE 3 – CONTRACTS RECEIVABLE

Contracts and retainage receivable consist of the following at December 31:

	<u>2021</u>	<u>2020</u>
Contracts receivable – completed contracts	\$ <u>935,744</u>	2,252,902
Contracts receivable – contracts in progress	<u>652,889</u>	<u>442,669</u>
Total	\$ <u><u>1,588,633</u></u>	<u><u>2,695,571</u></u>

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 4 – COSTS AND ESTIMATED EARNINGS ON CONTRACTS IN PROGRESS

The cost, estimated earnings and billings on contracts in progress at December 31, are summarized as follows:

	<u>2021</u>	<u>2020</u>
Costs incurred on contract in progress	\$ 1,980,322	4,054,846
Estimated earnings	298,193	742,231
	2,278,515	4,797,077
Less - Billings to date	(2,401,475)	(5,021,975)
Total	\$ <u>(122,960)</u>	<u>(224,898)</u>

The cost, estimated earnings and billings on contracts in progress at December 31, are included in the accompanying balance sheets under the following captions:

	<u>2021</u>	<u>2020</u>
Cost and estimated earnings in excess of billings on contracts in progress	\$ 234,908	2,292
Billings in excess of cost and estimated earnings on contracts in progress	(357,868)	(227,190)
Total	\$ <u>(122,960)</u>	<u>(224,898)</u>

NOTE 5 – COSTS OF EARNED REVENUES – CONSTRUCTION

Cost of earned revenues- construction consists of the following for the years ended December 31:

	<u>2021</u>	<u>2020</u>
Construction materials	\$ 3,208,463	4,172,567
Subcontractors	1,544,246	1,206,387
Direct labor	1,400,957	1,324,376
Other direct costs	1,452,766	1,405,773
Allocated indirect contract revenues	509,098	416,411
Freight	318,662	301,301
Total	\$ <u>8,434,192</u>	<u>8,826,815</u>

NOTE 6 – BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended December 31, 2021. The schedule reflects revenue expected to be realized from uncompleted contracts in progress at year end from signed agreements on which work had not yet begun.

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 6 – BACKLOG (CONTINUED)

	Estimated Gross Revenue	Estimated Gross Profit
Total projects started but not completed at December 31, 2021	\$ 5,215,570	664,553
Portion completed at December 31, 2021	<u>(2,278,515)</u>	<u>(298,193)</u>
	2,937,055	366,360
Additional contracts obtained from January 1, 2022 to April 29, 2022	<u>3,578,624</u>	<u>724,984</u>
Total	<u>\$ 6,515,679</u>	<u>1,091,344</u>

NOTE 7 – NOTE RECEIVABLE FROM MEMBER

The Company has an unsecured note receivable from the Member that is due on demand and at 1.00% interest. The balance at December 31, 2021 and 2020 was \$0 and \$380,528, respectively.

NOTE 8 – LINE OF CREDIT

The Company has one line of credit for \$800,000 maturing on July 31, 2022. The line of credit carries variable interest at .50% plus prime or 3.75% at December 31, 2021 and 2020. Monthly interest payments are required. The line is collateralized by substantially all assets of the Company. The lender has the right to offset its security interest in all loans granted by the sole member (guarantor). The Company had a balance on the line of credit of \$0 and \$400,000 as of December 31, 2021 and 2020, respectively.

NOTE 9 – RETIREMENT PLAN

On September 30, 2003, the Company established a SIMPLE retirement plan which covers employees earning compensation of at least \$5,000 during a calendar year. The plan is effective January 1st following the employee's date of hire.

The Company may contribute the lesser of 3% of the employee's eligible compensation or the employee's SIMPLE deferral up to \$13,500 in both 2021 and 2020. At December 31, 2021 and 2020, the Company did not have any accrued retirement plan liabilities. Expenses under the SIMPLE pension plan were \$11,501 and \$7,895 for the years ended December 31, 2021 and 2020, respectively.

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 10 – LONG-TERM DEBT

Long-term debt consists of the following at December 31:

	<u>2021</u>	<u>2020</u>
Note payable to bank, 2.69% interest per annum, maturing December 2023, \$350 per month including interest, secured by vehicle.	\$ -	8,402
Note payable to bank, 3.70% interest per annum, maturing November 2024, \$867 per month including interest, secured by a vehicle.	28,828	37,970
Note payable to bank, 4.00% interest per annum, maturing August 2025, \$603 per month including interest, secured by a vehicle	7,822	30,759
Note payable to bank, 0.00% interest per annum, maturing March 2022, \$1,202 per month including interest, secured by a vehicle	25,139	17,871
Note payable to bank, 3.25% interest per annum, maturing September 2026, \$379 per month including interest, secured by a vehicle	3,597	22,242
Note payable to bank, 3.25% interest per annum, maturing September 2026, \$379 per month including interest, secured by a vehicle	18,609	23,841
Note payable to bank, 3.25% interest per annum, maturing January 2027, \$405 per month including interest, secured by a vehicle	19,996	26,423
Note payable to bank, 1.85% interest per annum, maturing January 2026, \$803 per month including interest, secured by a vehicle	22,714	45,954
Note payable to bank, 3.70% interest per annum, maturing September 2023, \$384 per month including interest, secured by a vehicle.	37,875	12,052
Total Amount	164,580	225,514
Current portion	(44,642)	(55,680)
Long-term portion	\$ 119,938	169,834

Approximate future maturities of long-term debt are as follows:

<u>Year Ending December 31</u>	
2022	\$ 44,642
2023	41,217
2024	38,208
2025	27,393
2026	12,729
Thereafter	<u>391</u>
Total	\$ 164,580

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 11 – LEASES

The Company has a three-year lease agreement with a related party with an option for three one-year extensions for office and warehouse space that was renewed on March 1, 2020, which provides for monthly rental expense according to the schedule below:

<u>Year Ending December 31</u>	
2022	\$ 32,648
2023	<u>8,853</u>
Total	<u>\$ 41,501</u>

The total lease expense included in the Statements of Income and Changes in Member's Equity for the years ended December 31, 2021 and 2020 was \$27,295 and \$23,050, respectively.

NOTE 12 – RELATED PARTY TRANSACTIONS

Beginning March 1, 2017 the Company entered into a related party lease, renewable every three years, for its office and warehouse.

The Company elected the accounting alternative under FASB Accounting Standards Update (ASU) 2014-07, *Consolidation (Topic 810): Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements, a consensus of the Private Company Council*.

ASU 2014-07 gives a private company the option *not* to consolidate lessor entities under common control if specified criteria are met. The criteria includes (a) the reporting entity lessee has a lease agreement with the lessor legal entity, (b) the reporting entity lessee and the lessor entity are under common control, (c) substantially all activities between the reporting entity lessee and the lessor entity relate to leasing activities between the two entities (including supporting leasing activities) and (d) if the reporting entity lessee explicitly guarantees or provides collateral for any obligation of the lessor entity related to the leased asset, the principal amount of the obligation at the inception of the guarantee or collateral arrangement is not greater than the value of the leased asset. The Company evaluated the requirements of ASU 2014-07 and determined that it met all the criteria.

NOTE 13 – SIGNIFICANT CUSTOMERS AND SUPPLIERS

As of December 31, 2021, the Company has a significant amount of receivables due from three separate parties. Of its \$1,588,633 in 2021 receivables, a total of \$764,470 or approximately 48% was due from three contract owners. The Company expects to collect the full amount of these receivables. As of December 31, 2020, the Company has a significant amount of receivables due from four separate parties. Of its \$2,695,571 in 2020 receivables, a total of \$1,792,631, or approximately 67% was due from four contract owners.

The Company had approximately \$3,536,747 or 34% of its revenues were earned from three significant contracts for the year ended December 31, 2021. For the year ended December 31, 2020, the Company had approximately \$3,923,351 or 36% of its revenues earned from three significant contracts.

The Company purchased approximately \$2,982,216 or 35% of its costs of revenues from its largest supplier for the year ended December 31, 2021. The Company purchased approximately \$3,563,672 or 40% of its costs of revenues from its largest supplier for the year ended December 31, 2020.

ROBERT COHEN CO., LLC
Notes to Financial Statements
December 31, 2021 and 2020

NOTE 14 – COVID-19 AND PAYCHECK PROTECTION PROGRAM (PPP) LOAN

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The State of New Mexico, where the Company operates, implemented a stay-at-home order through May 15, 2020 to minimize the spread of COVID-19. The Company was considered an essential business during the COVID-19 pandemic, hence it did not have a significant impact in the Company's operations in 2021.

While cases are decreasing, COVID-19 still poses significant risk due to risk of inflation, supply chain and labor issues and Federal Reserve plans to raise interest rates. Because of these uncertainties, the Company cannot reasonably estimate the severity of these uncertainties, or the extent to which the disruption may materially impact its financial position, results of operations and cash flows for the fiscal year ended December 31, 2022.

On May 4, 2020, and February 9, 2021, the Company entered into a Loan Agreements and Promissory Notes (SBA Loan) pursuant to the Paycheck Protection Program (PPP) under the recently enacted Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") administered by the U.S. Small Business Administration. The Company received total loan proceeds of \$390,940 and \$356,497 in 2021 and 2020, respectively.

The loan is subject to the terms and conditions applicable to loans administered by the U.S. Small Business Administration under the CARES Act. The loan contained customary events of default relating to, among other things, payment defaults and breaches of representations and warranties.

Subject to certain conditions, the loans may be forgiven in whole or in part by applying for forgiveness pursuant to the CARES Act and the PPP. The amount of loan proceeds eligible for forgiveness is determined on a formula based on a number of factors, including the amount of loan proceeds used during the 24-week forgiveness period after the loan origination for certain purposes, including payroll costs, interest on certain mortgage obligations, rent payments on certain leases, and certain qualified utility payments, provided that, among other matters, at least 60% of the loan amount is used for eligible payroll costs, the maintenance or rehiring of employees, and maintaining salaries at certain levels.

The Company believes it meets the eligibility and forgiveness criteria. As such, the proceeds from the PPP loan were recognized as other income in the Statements of Income for the years ended December 31, 2021 and 2020. In 2021 the Company received notifications from US Bank that the forgiveness applications were approved by SBA.

SUPPLEMENTARY INFORMATION

ROBERT COHEN CO., LLC
Schedule of Contract Earnings
Year Ended December 31, 2021

	2021			2020
	Revenues Earned	Costs of Revenues	Gross Profit	Gross Profit
Completed Contracts	\$ 7,841,430	6,453,870	1,387,560	\$ 1,371,747
Materials Sales	289,926	192,219	97,707	52,817
Contracts in Progress	2,278,515	1,980,322	298,193	471,920
	\$ 10,409,871	8,626,411	1,783,460	\$ 1,896,484

See Independent Accountant's Review Report

ROBERT COHEN CO., LLC
 Schedule of Contracts in Progress
 December 31, 2021

TOTAL CONTRACT					FROM INCEPTION TO DECEMBER 31, 2021				AT DECEMBER 31, 2021		YEAR ENDED DECEMBER 31, 2021					
	Description	Contract Revenues	Estimated Cost	Gross Profit (Loss) %	Revenues Earned	Cost of Revenues	Gross Profit (Loss) %	Gross Profit (Loss) %	Estimated Cost to Complete	Billed to Date	Billings in Excess of Earnings	Earnings in Excess of Billings	Revenues Earned	Cost of Revenues	Gross Profit (Loss) %	Gross Profit (Loss) %
Los Lunas Well 7 Admin Building	\$ 1,007,349	936,767	70,582	7.01 %	548,806	510,353	38,453	7.01 %	426,414	535,588	-	13,218	548,806	510,353	38,453	7.01 %
Ruidoso HS Track 2021	764,349	577,917	186,432	24.39	574,540	434,404	140,136	24.39	143,513	764,349	189,809	-	574,540	434,404	140,136	24.39
Brookside Park Pickleball	618,034	478,842	139,192	22.52	340,281	263,644	76,637	22.52	215,198	423,941	83,660	-	340,281	263,644	76,637	22.52
Los Lunas Parks & Rec Maint	583,061	533,777	49,284	8.45	30,266	27,708	2,558	8.45	506,069	-	-	30,266	30,266	27,708	2,558	8.45
Rio Grande HS Title IX	468,564	406,512	62,052	13.24	264,063	229,093	34,970	13.24	177,419	200,509	-	63,554	264,063	229,093	34,970	13.24
Centauri HS Replacement Gym	302,636	288,663	13,973	4.62	4,542	4,332	210	4.62	284,331	-	-	4,542	4,542	4,332	210	4.62
Central HS Running Track	257,800	328,881	(71,081)	(27.57)	237,124	302,504	(65,380)	(27.57)	26,377	232,020	-	5,104	237,124	302,504	(65,380)	(27.57)
North Canyon HS Track 2021	168,416	137,823	30,593	18.17	103	84	19	18.45	137,739	-	-	103	103	84	19	18.45
Robertson HS Track Repairs	156,946	125,946	31,000	19.75	6,819	5,472	1,347	19.75	120,474	-	-	6,819	6,819	5,472	1,347	19.75
Sells Recreation Center Gym	142,450	88,229	54,221	38.06	137,417	85,112	52,305	38.06	3,117	105,675	-	31,742	137,417	85,112	52,305	38.06
Presidio HS Gym 2021	139,700	122,843	16,857	12.07	7,219	6,348	871	12.07	116,495	-	-	7,219	7,219	6,348	871	12.07
Bernalillo Recreation Center	126,704	103,500	23,204	18.31	2,331	1,904	427	18.32	101,596	-	-	2,331	2,331	1,904	427	18.32
Los Lunas Server Building	119,287	107,936	11,351	9.52	7,691	6,959	732	9.52	100,977	70,642	62,951	-	7,691	6,959	732	9.52
Los Lunas Bridge Sign 2021	107,110	99,587	7,523	7.02	55,628	51,721	3,907	7.02	47,866	-	-	55,628	51,721	3,907	7.02	
Dzilth-Na-O-Dith-Hle Comm School	91,500	78,997	12,503	13.66	736	635	101	13.72	78,362	-	-	736	736	635	101	13.72
COA Indoor Track Assembly	61,495	58,108	3,387	5.51	20,808	19,662	1,146	5.51	38,446	37,454	16,646	-	20,808	19,662	1,146	5.51
Intel-Jefferson Crossing	41,850	33,324	8,526	20.37	16,690	13,290	3,400	20.37	20,034	21,491	4,801	-	16,690	13,290	3,400	20.37
Less than \$25,000	58,318	43,365	14,953	25.64	23,451	17,097	6,354	27.09	26,268	9,805	-	13,646	23,451	17,097	6,354	27.09
\$	5,215,570	4,551,017	664,553	12.74 %	2,278,515	1,980,322	298,193	13.09 %	2,570,695	2,401,475	357,868	234,908	2,278,515	1,980,322	298,193	13.09 %

See Independent Accountant's Review Report

ROBERT COHEN CO., LLC
Schedule of Completed Contracts
Year Ended December 31, 2021

Description	TOTAL CONTRACT				PRIOR TO JANUARY 1, 2021				YEAR ENDED DECEMBER 31, 2021			
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Gross Profit (Loss) %	Revenues Earned	Cost of Revenues	Gross Profit	Gross Profit (Loss) %	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Gross Profit (Loss) %
Conv Ctr Refurbish Indoor Track	\$ 2,464,925	1,747,895	717,030	29.09 %	1,596,603	1,296,245	300,358	18.81 %	868,322	451,650	416,672	47.99 %
Badlands Sports Complex	1,576,261	1,411,436	164,825	10.46	-	-	-	-	1,576,261	1,411,436	164,825	10.46
Lake Havasu HS Turf & MS Tennis	1,136,510	958,254	178,256	15.68	880,734	724,347	156,387	17.76	255,776	233,907	21,869	8.55
High School Running Track	1,092,164	940,882	151,282	13.85	-	-	-	-	1,092,164	940,882	151,282	13.85
UNM Johnson Center	1,001,814	770,355	231,459	23.10	1,001,814	770,355	231,459	23.10	-	-	-	-
Fleet Maintenance Building	854,213	806,537	47,676	5.58	854,213	806,537	47,676	5.58	-	-	-	-
NMIC Baseball Turf 2021	597,520	558,989	38,531	6.45	-	-	-	-	597,520	558,989	38,531	6.45
NMMI Cahoon	165,618	137,501	28,117	16.98	-	-	-	-	165,618	137,501	28,117	16.98
Fred Cook Running Track	157,485	131,202	26,283	16.69	-	-	-	-	157,485	131,202	26,283	16.69
Blue Horizon ES 2021	155,655	164,069	(8,414)	(5.41)	-	-	-	-	155,655	164,069	(8,414)	(5.41)
GRIC 3 Multipurpose	146,239	123,621	22,618	15.47	-	-	-	-	146,239	123,621	22,618	15.47
Convention Center Tract Warm Up	140,200	90,129	50,071	35.71	-	-	-	-	140,200	90,129	50,071	35.71
Page HS Aux & Main Gym S&C	136,850	58,716	78,134	57.09	-	-	-	-	136,850	58,716	78,134	57.09
Escalante Multi-Gen Hardwood 2021	135,621	158,904	(23,283)	(17.17)	-	-	-	-	135,621	158,904	(23,283)	(17.17)
Desert Vista Track 2020	134,950	209,397	(74,447)	(55.17)	99,047	150,755	(51,708)	(52.21)	35,903	58,642	(22,739)	(63.33)
Holloman Turf MACC Ph II	131,051	129,587	1,464	1.12	-	-	-	-	131,051	129,587	1,464	1.12
Los Alamos Labs Track	118,870	59,147	59,723	50.24	-	-	-	-	118,870	59,147	59,723	50.24
ASU Whiteman Tennis Courts	116,882	71,658	45,224	38.69	-	-	-	-	116,882	71,658	45,224	38.69
Grady Gym Floor 2021	108,884	109,415	(531)	(0.49)	-	-	-	-	108,884	109,415	(531)	(0.49)
Alamosa Community Center	108,854	75,415	33,439	30.72	-	-	-	-	108,854	75,415	33,439	30.72
Empower College Prep	98,250	92,568	5,682	5.78	98,250	92,568	5,682	5.78	-	-	-	-
St Johns MS Hardwood	88,251	84,731	3,520	3.99	-	-	-	-	88,251	84,731	3,520	3.99
Los Lunas Fire Station Concrete	87,734	83,598	4,136	4.71	87,734	83,598	4,136	4.71	-	-	-	-
Mesa View MS Gym 2019	79,587	56,052	23,535	29.57	79,587	56,052	23,535	29.57	-	-	-	-
Sequoyah Adol Tmt Ctr Gym	76,300	50,307	25,993	34.07	-	-	-	-	76,300	50,307	25,993	34.07
Walcott ISD Gym Floor	75,660	61,655	14,005	18.51	-	-	-	-	75,660	61,655	14,005	18.51
Kwail Heights Clarkdale	72,800	52,145	20,655	28.37	-	-	-	-	72,800	52,145	20,655	28.37
Liberty Elementary Rebuild	72,655	59,113	13,542	18.64	-	-	-	-	72,655	59,113	13,542	18.64
Wilson Park Tennis	72,600	33,149	39,451	54.34	-	-	-	-	72,600	33,149	39,451	54.34
Convention Center Throwing Cage	63,360	55,733	7,627	12.04	-	-	-	-	63,360	55,733	7,627	12.04
Dugout Flooring 2020	62,145	51,839	10,306	16.58	27,288	21,761	5,527	20.25	34,857	30,078	4,779	13.71
Cuba Rec Center Gym 2021	55,500	52,125	3,375	6.08	-	-	-	-	55,500	52,125	3,375	6.08
Cannon Squad Ops Training	51,850	30,790	21,060	40.62	-	-	-	-	51,850	30,790	21,060	40.62
Volcano Vista HS S&R 2021	50,695	33,690	17,005	33.54	-	-	-	-	50,695	33,690	17,005	33.54
Westgate Community Center	40,600	41,055	(455)	(1.12)	123	101	22	17.89	40,477	40,954	(477)	(1.18)
CYFB Building 5 2021	39,920	39,077	843	2.11	-	-	-	-	39,920	39,077	843	2.11
Santo Domingo Health Center	38,435	24,716	13,719	35.69	38,435	24,716	13,719	35.69	-	-	-	-
Bernalillo HS Weight Room	38,026	39,743	(1,717)	(4.52)	-	-	-	-	38,026	39,743	(1,717)	(4.52)
Desert Trails ES Baseball	37,877	28,627	9,250	24.42	-	-	-	-	37,877	28,627	9,250	24.42
Eloy Public Safety 2020	35,383	30,746	4,637	13.11	-	-	-	-	35,383	30,746	4,637	13.11
Embry-Riddle S&R 2021	33,900	21,664	12,236	36.09	-	-	-	-	33,900	21,664	12,236	36.09
Los Lunas Public Works Sign	32,865	32,446	419	1.27	-	-	-	-	32,865	32,446	419	1.27
Crownpoint Wellness Center	31,080	25,258	5,822	18.73	31,080	25,258	5,822	18.73	-	-	-	-
Tennis Court 12 Resurface	30,744	22,130	8,614	28.02	-	-	-	-	30,744	22,130	8,614	28.02
Miller 1st Qtr 2021	30,081	16,289	13,792	45.85	-	-	-	-	30,081	16,289	13,792	45.85
NMJC Caster Hall Exercise Room	25,712	13,357	12,355	48.05	-	-	-	-	25,712	13,357	12,355	48.05
Miller 3rd Qtr 2021	25,622	13,874	11,748	45.85	-	-	-	-	25,622	13,874	11,748	45.85
Valmora Tennis Courts	25,276	31,898	(6,622)	(26.20)	2,169	2,553	(384)	(17.70)	23,107	29,345	(6,238)	(27.00)
Less than \$25,000	685,033	617,232	67,801	9.90	-	-	-	-	685,033	617,232	67,801	9.90
	\$ 12,638,507	10,508,716	2,129,791	16.85 %	4,797,077	4,054,846	742,231	15.47 %	7,841,430	6,453,870	1,387,560	17.70 %

See Independent Accountant's Review Report



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/02/2021

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

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

PRODUCER USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109 505 262-2621	CONTACT NAME: Dean Vigil / Tina Jojola
	PHONE (A/C, No, Ext): 505 262-2621 FAX (A/C, No): 855-512-3881 E-MAIL ADDRESS: tina.jojola@usi.com
INSURED Sport Surfaces Distributing Inc 207 Calle Industrial Bernalillo, NM 87004	INSURER(S) AFFORDING COVERAGE
	INSURER A : The Cincinnati Insurance Company NAIC # 10677
	INSURER B : Cincinnati Indemnity Company 23280
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EPP0503136	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EBA0503136	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0503136	09/01/2021	09/01/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	EWC0503144	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured.
The General Liability, Automobile and Workers' Compensation policies provide a Blanket Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER 1GPA 1910 W. Washington Street Phoenix, AZ 85009	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

Subrogation in favor of the same, when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.



UNDERSTAND. SERVICE. INNOVATE.

USI Southwest, Inc.
4100 Osuna NE
Suite 2-203
Albuquerque, NM 87109
www.usi.biz
Phone: 505.262.2621
Fax: 855.512.3881

May 24, 2022

Re: **ROBERT COHEN CO., LLC**
Bernalillo, NM

To Whom It May Concern;

We have had the privilege of writing the Bid, Performance and Payment bonds on Robert Cohen Co., LLC for over 14 years. Robert Cohen has demonstrated a proven ability to deliver quality projects on time. They are a well-managed, progressive company with a reputation for providing quality construction services in an expeditious manner.

Currently their bonds are provided by Merchants Bonding Company (Mutual) an A Rated Carrier with a Treasury Listing of \$18,136,000. We have approved bonds in the \$3,000,000 single project and \$5,000,000 aggregate project range. We would consider larger requests if asked to do so.

Formal approval of any and all bonds would be conditioned upon applicable underwriting considerations such as acceptable contract terms, review of bond forms and a favorable review of current underwriting information at the time of the request for the bonds. Any consideration for such bonds is a matter between the surety and the principal and this is not to be construed as a commitment to provide bonds at this time.

We welcome direct inquiries from clients regarding this fine contracting firm.

Sincerely yours,
USI Southwest, Inc.

A handwritten signature in blue ink, appearing to read "Dean E. Vigil".

Dean E. Vigil
Surety Bond Manager



MONDO SAMPLE WARRANTY

LIMITED SUPER X PERFORMANCE SURFACING SYSTEM WARRANTY

Warranty Holder:	ROUGH ROCK COMMUNITY SCHOOL	Warranty Duration:	Five (5) years
Project:	ROUGH ROCK TRACK HIGHWAY 59 HC 61 RRTP CHINLE AZ 86503 UNITED STATES	Commencement Date:	UPON COMPLETION OF INSTALLATION (APRIL/MAY 2012)
Surfacing System:	Super X Performance 10mm by Mondo America, Inc. PU 100 Adhesive by MAPEI, Inc.	Mondo order no.:	C061620 Certificate Number: 7379

Mondo America, Inc. (hereinafter called Mondo) will warrant the Super X Performance Surfacing System described herein before against defects in material, for the warranty period stipulated herein before subject to the following conditions and to the special conditions eventually listed below.

1. The foregoing warranty shall be void if Mondo's guidelines for construction of asphalt/concrete sub-floors, stipulated in Mondo's literature, are not strictly followed.
2. The foregoing warranty shall be void if Mondo's guidelines for maintenance, stipulated in Mondo's literature, are not strictly followed.
3. The foregoing warranty does not cover the track surfacing system against gradual, slight degradation and luster reduction caused by ordinary wear and tear.
4. The foregoing warranty does not cover the track surfacing system against any gradual, slight degradation, luster reduction, changes in color shading due to exposure to sunlight and/or to weather. Slight color variations between samples and/or printed illustrations and the installed material are also not covered by this warranty.
5. The foregoing warranty does not cover the track surfacing system against any damage caused in whole or in part by casualty, improper maintenance, neglect, abuse or any use for which the surface is not designed. Specifically excluded from this warranty are any stains and luster reduction caused by contaminated water, colored beverages, improper and/or insufficient cleaning, transit of vehicles and/or pieces of equipment on the track surface. Also excluded from this warranty are any cuts, gouges, and punctures caused by sharp objects and/or by use of improper athletic apparel and equipment. Concentrated wearing of high stress areas such as long/triple jump take-off areas, pole vault take-off areas, high jump take-off areas, starting block areas, javelin runways, lane 1 of the track oval, etc. is normal and it is not covered by this warranty.
6. The foregoing warranty shall be void if damage to the track surfacing system is caused by faulty construction and/or performance of the concrete and/or asphalt sub-floor and/or adjacent structures. Specifically excluded from this warranty is any damage to the track surfacing system caused by cracking, cohesive failure, separation, subsidence, deformation of the sub-floor, by bond inhibiting contaminants that might be present on the sub-floor and/or might migrate through it, by leakage of water through the sub-floor, by excessive water vapor transmission through the sub-floor, by excessive surface alkali content of the sub-floor. In the case of an installation over existing resilient flooring, the foregoing warranty only covers the adhesion between the Mondo track surfacing system and the existing resilient flooring. Specifically excluded from this warranty is any damage to the Mondo track surfacing system caused by delamination of the existing resilient flooring from the sub-floor and of chemical/physical degradation of the existing resilient flooring.
7. Passage of vehicles especially heavy- load bearing vehicles over the Mondo Super X Performance Track surface should be kept to a strict minimum, and only if absolutely necessary. When moving heavy equipment over the track surface, plywood tracks must be used as a bridge in order not to damage the surface. Damaged caused to the surface by spinning wheels or sudden stops, turning of wheels when a vehicle is stopped, sharp turns or pivoting by vehicles such tire marks or streaks on the surface, tears or gouges on the surface, delamination of the track surface from the surface will not be covered by this warranty. Also excluded are damage caused to the surface from gas or oil stains from vehicles circulating on the surface.

If it becomes necessary to rest heavy objects on the Super X Performance such as temporary bleachers or benches, the surface must be protected with skid rails, boards or plywood to spread the weight and point loading. The present warranty shall exclude any permanent depressions of the surface caused by high static loads without adequate protection.

8. The foregoing warranty shall be void if the proper Mondo adhesive or Mondo recommended adhesive has not been used for the installation and/or if an installer not approved/certified by Mondo has installed the surfacing system.
9. This warranty shall be void if the surfacing system is repaired or replaced other than by persons authorized by Mondo to perform such work.

Subject to the foregoing, the sole and exclusive remedy due to a breach of this warranty shall be expressly limited to the repair or replacement of any area of surface proven to be defective in manufacture, to the extent necessary to remedy any defect in such area, and shall expressly exclude consequential damages including, but not limited to, lost sales, injury to property or any other damages, losses or contingent expenses incurred by reason of the use of the surfacing system. Repairs or replacement deliveries do not interrupt or prolong the terms of this warranty



To obtain performance of any warranty obligation the warranty holder must provide Mondo America, Inc., 2655 Francis Hughes, Laval, QC, Canada H7L 3S8, with written notice within thirty (30) days of the discovery of any manufacturing defect and supply Mondo with the details concerning the defect in material. After notification, an authorized Mondo representative will inspect and verify the alleged defect. If the track surface is determined to be defective, Mondo, at its option, will arrange for repair or replacement of the defective surface. If replacement is made in accordance with this warranty, Mondo shall, again at its option select the replacement system/material as well as the replacement approach.

This warranty is in lieu of all warranties, expressed or implied, including, but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Mondo. This warranty constitutes the only warranty made by Mondo and is a complete and exclusive statement of its obligation. Mondo makes no representations, expressed or implied, not specified herein. Any and all representations, promised, warranties or statements by Mondo or its employees that differ in any manner from the terms of this written warranty, shall be of no force or effect. No representative, agent or employee of Mondo, or any other person, is authorized to assume for Mondo any additional liability or responsibility with Mondo track surfacing systems except as described above.

All accounts must be paid in full prior to any warranty being enforced.

Issued for **MONDO AMERICA INC.**

Signature:

A handwritten signature in blue ink that reads "Louise Hamilton". The signature is written in a cursive, flowing style.

By: Louise Hamilton

Title: Technical Coordinator

Date: April 3, 2012



LIMITED MONDOTURF ARTIFICIAL INFILL TURF SYSTEM WARRANTY

Warranty Holder:

Duration of Warranty: Eight (8) Years

Commencement Date:

Project:

Warranty Certificate #:

Artificial Turf System Description:

Mondo USA, Inc. (hereinafter called Mondo) will warrant the Mondoturf Artificial Infill Turf System described herein before against defects in material, workmanship and installation – including premature wear, excessive fiber loss, excessive compaction, excessive loss of infill material, increase of Gmax above 200, UV breakdown, seam failure - for the warranty period stipulated herein before subject to the following conditions:

- 1. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against gradual, slight degradation, luster reduction, uniform changes in color shading caused by ordinary wear and tear. Concentrated wear in high stress areas such as the goal areas, penalty areas, etc. is normal and is not covered by this warranty.
2. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against any gradual, slight degradation, luster reduction, uniform changes in color shading due to exposure to sunlight and/or to weather.
3. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against any non-uniform changes in color shading due to changes in texture of the turf fibers resulting from matting, compression, traffic patterns, soiling, straining. Slight color variations between samples and/or printed illustrations and the installed material are also not covered by this warranty.
4. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against any damage caused in whole or in part by improper maintenance; acts of God, accidents and casualty; neglect, abuse, deliberate acts of vandalism; use for any purpose for which the surface and infrastructure are not designed. Specifically excluded from this warranty are any damages to the Mondoturf Artificial Infill Turf System resulting from improper cleaning, vegetation growth, improper care and maintenance of the infill system, application of high static loads, transit of vehicles equipped with improper tires, transit of vehicles exceeding the specific weight bearing capacity of the infrastructure, improper operation of vehicles, contact with corrosive and/or staining chemical agents and/or contaminated water, contact with fire, improper procedures for snow removal. Also excluded from this warranty are any cuts, gouges, and punctures caused by sharp objects and/or use of improper athletic apparel and equipment.
5. The foregoing warranty does not cover the Mondoturf Artificial Infill Turf System against any damage caused by faulty construction and/or performance of the infrastructure and/or adjacent structures. Specifically excluded from this warranty is any damage to the Mondoturf Artificial Infill Turf System caused by cracking, cohesive failure, separation, subsidence, or deformation of the sub-base.
6. This warranty shall be void if the surfacing system is repaired or replaced by anyone other than persons authorized by Mondo to perform such work.

Subject to the foregoing, the sole and exclusive remedy due to a breach of this warranty shall be expressly limited to the repair or replacement of any area of surface proven to be defective in manufacture or installation, to the extent necessary to cure any defect in such area, and shall expressly exclude consequential damages including, but not limited to, lost sales, injury to property or any other damages, losses or contingent expenses incurred by reason of the use of the Mondoturf Artificial Infill Turf System. Repairs or replacement deliveries do not interrupt or prolong the terms of this warranty

To obtain performance of any warranty obligation the warranty holder must provide Mondo USA, Inc., with written notice within thirty (30) days of the discovery of any manufacturing or installation defect and supply Mondo with the details concerning the defect in material or installation. After notification, an authorized Mondo representative will inspect and verify the alleged defect. If the Mondoturf Artificial Infill Turf System is determined to be defective, Mondo, at its option, will arrange for repair or replacement of the defective surface. If replacement is made in accordance with this warranty, the same product will be supplied. Mondo will make every effort to match production standard color for replacement product provided it is in regular production. Otherwise, special arrangements will be necessary. While making every effort to match the color of the replacement product, Mondo cannot guarantee exact color shading.

This warranty is in lieu of all warranties, expressed or implied, including, but not limited to any warranty of merchantability or fitness for a particular purpose, and of any other obligations on the part of Mondo. This warranty constitutes the only warranty made by Mondo and is a complete and exclusive statement of its obligation. Mondo makes no representations, expressed or implied, not specified herein. Any and all representations, promised, warranties or statements by Mondo or its employees that differ in any manner from the terms of this written warranty, shall be of no force or effect. No representative, agent or employee of Mondo, or any other person, is authorized to assume for Mondo any additional liability or responsibility with Mondo turf surfacing systems except as described above.

All accounts must be paid in full prior to any warranty being enforced.

Issued for MONDO USA, INC.

By: _____

Date: _____



Plexitrac® Limited Warranty

Date

California Products Corporation warrants that Plexitrac products, when mixed and applied in accordance with applicable specifications, are suitable for use as an athletic running track surface. This warranty is in effect from the date of substantial completion for a period not to exceed five years. This warranty specifically disclaims damage from grass intrusion, lawn mowers, vandalism, non-athletic uses, and normal wear and tear. Lane and event markings are not covered.

California Products' Plexitrac products are formulated based on accepted industry norms for rubber granules and base construction. Variation from specifications or substandard performance of these components is beyond our control and not covered by the warranty.

If a warranty defect is noted, the original installation contractor must notify California Products Corporation in writing. If it is determined that a defect does exist, replacement materials shall be provided to the authorized installer at no charge for the affected area.

Warranty coverage is not available unless the contractor provides complete, contemporaneous information on the batch numbers of Plexitrac products used, the date of delivery, proof of original full payment, the date of installation, the source, the size and the quantity of the rubber used, and the total square yards installed.

This warranty does not cover costs associated with installation, loss of use, or any consequential damage. No agent of California Products Corporation may modify or extend this warranty.

California Products Corp.
150 Dascomb Road
Andover, MA 01810
USA

Phone: 978-623-9980
Fax: 978-623-9960
Toll Free: 800-225-1141
E-Mail: info@plexipave.com
Web: www.plexipave.com

Arthur F. Tucker
Vice President

Manufacturers of
PLEXIPAVE® · PLEXICUSION® · PLEXICOURT® · PLEXITRAC® · PLEXIFLOR®



COURT WARRANTY

Sport Surfaces Distributing, Inc. guarantees the installation of the court coating to be free from defects in material and workmanship for a period of (2) years from completion of the installation. Should any defects occur, repairs will be made free of charge. This guarantee covers only the material and work performed by Sport Surfaces Distributing, Inc..

This guarantee covers tennis court use only, and does not cover neglect, abuse, or normal wear and tear. Abuse of the installation includes but is not limited to:

1. Use of the court by motor vehicles or equipment.
2. Use of the court for other than court activity. (i.e. parades, assembly, bleachers)
3. Damage caused by sports other than tennis.
4. Vandalism.

The owner acknowledges that the sub-base and the base asphalt or concrete are completely separate installations and are not covered by this guarantee. This guarantee does not cover the base asphalt or concrete, or problems in the court surface that are the result of defects, cracking, shifting or deterioration of the base asphalt or concrete, or vegetation growth through the base asphalt, or water accumulation beneath the base asphalt causing bubbling.

The line and event markings are guaranteed as above to be free of defects in material or workmanship. Fading or wear due to normal use is excluded.

This warranty is the exclusive and sole remedy of the owner. Prior to warranty being effective, all bills associated with the installation of the track system must be paid in full.

SPORT SURFACES DISTRIBUTING, INC.

BY _____
Robert J. Cohen, Managing Member

PROJECT: _____

DATE: _____



SSDI RUNNING TRACKS

WARRANTY

Sport Surfaces Distributing, Inc. guarantees the installation of the synthetic running track surface to be free from defects in material and workmanship for a period of (5) years from completion of the installation. Should any defects occur, repairs will be made free of charge. This guarantee covers only the material and work performed by Sport Surfaces Distributing, Inc.

This guarantee covers track and field use only, and does not cover neglect, abuse, or normal wear and tear. Abuse of the installation includes but is not limited to:

1. Use of the track by motor vehicles or equipment.
2. Use of the track for other than track and field activity. (i.e. parades, assembly, bleachers)
3. Damage caused by football or sports other than track.
4. Vandalism.

The owner acknowledges that the sub-base and the base asphalt or concrete are completely separate installations and are not covered by this guarantee. This guarantee does not cover the base asphalt or concrete, or problems in the synthetic track surface that are the result of defects, cracking, shifting or deterioration of the base asphalt or concrete, or vegetation growth through the base asphalt, or water accumulation beneath the base asphalt causing bubbling.

The line and event markings are guaranteed as above to be free of defects in material or workmanship. Fading or wear due to normal use is excluded.

This warranty is the exclusive and sole remedy of the owner. Prior to warranty being effective, all bills associated with the installation of the track system must be paid in full.

SPORT SURFACES DISTRIBUTING, INC.

BY _____
Robert J. Cohen, President

PROJECT: _____

DATE: _____

Stockmeier Urethanes Warranty Information

SYNTHETIC SURFACING AND LINE MARKINGS FOR STOBITAN®



PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions as previously specified, apply to this section.

1.2 SUMMARY

- A. The contractor shall furnish all materials, labor, tools, and equipment necessary for the installation of the synthetic track surface and line markings on all areas detailed in the contract drawings
- B. Related Sections include the following:
 - 1. "Storm Drainage" for track and field drainage system
 - 2. "Hot-Mix Asphalt Paving" base for track surface
 - 3. "Aggregate" base for asphalt
 - 4. "Portland Cement" work for curbs and related areas

1.3 CODES AND STANDARDS

- A. Codes and standards follow the current guidelines set forth by the National Federation of State High School Associations (NFHS), the National Collegiate Athletic Association (NCAA) and the International Association of Athletics Federations (IAAF).

1.4 SUBMITTALS

- A. Submit three (3) sets of manufacturer's product data sheets including installation guidelines and maintenance instructions.
- B. Submit three (3) representative track samples in the color of surfacing to be installed.
- C. Submit test reports that verify the manufacturer's specifications (data) for the product to be installed.
- D. Submit documentation that verifies that the synthetic surfacing material does not contain any toxic or hazardous substance, which exceeds limits set forth by the EPA.
- E. Submit Material Safety Data Sheets (MSDS) for all individual components of the product being installed.
- F. Provide a letter stating that the surfacing contractor has reviewed the asphalt specification and accepts the specification as correct. Furthermore, the surfacing contractor shall provide a letter after checking the asphalt accepting it for synthetic surface installation. Should areas be found that do not meet specifications they shall be repaired or replaced by the asphalt contractor prior to the synthetic surfacing contractor issuing its letter of acceptance.
- G. The synthetic surfacing material manufacturer shall submit a letter stating that the surfacing contractor is qualified to install its synthetic surface system.
- H. Submit three (3) copies of a detailed drawing showing location and color of all lane lines, start, finishes and all related markings for the owner to review at least four weeks prior to their application.
- I. Submit evidence that the synthetic surfacing contractor holds the necessary contractor's license to install synthetic surfacing

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urethanes.usa@stockmeier.com
www.stockmeier-urethanes.com

- J. Submit evidence that the synthetic surfacing contractor is a member of the American Sports Builders Association (ASBA).
- K. Submit evidence that the material manufacture is ISO 9001 certified.
- L. System manufacturer must have a minimum of 6 IAAF tested and certified systems.

1.5 WARRANTY

- A. Provide a Five (5) Year Warranty against faulty workmanship and materials for the synthetic surface. The warranty period shall commence at final completion of the surfacing.
- B. A one (1) Year Warranty shall be provided for the line markings.

1.6 QUALITY ASSURANCE

- A. Provide a certificate of accuracy from a registered engineer, land surveyor or certified track builder by ASBA that the track measures 400 meters in all lanes from start to finish.
- B. Provide, as a part of the Warranty, documents stating that the materials applied conform to the manufacturer's specifications and that the material will not separate from the asphalt or concrete base, blister, bubble, fade, crack or wear excessively during the life of the warranty.
- C. The materials will not foam, thus causing air bubbles and reduce the life expectancy of the surface.
- D. The synthetic surfacing contractor and owner will annually walk and inspect the synthetic surface during the life of the warranty. Warranty issues will be repaired and for non-warranty items a method for correction will be presented.
- E. The synthetic surfacing contractor shall maintain a clean and orderly job site. All excess materials shall be removed from the construction area and properly disposed of. Scrap shall be removed in the same manner.

PART 2 - PRODUCTS

2.1 SYNTHETIC SURFACING

- A. The synthetic surfacing shall be a 15 mm thick, impermeable, full pour, self-leveling polyurethane and rubber granule surface with an embedded EPDM rubber granule finish.

2.2 PREQUALIFIED PRODUCT

- A. Stockmeier Urethanes USA, Inc ; STOBITAN[®]
 Contact: David Painter 304-841-4655
 e-mail d.painter@stockmeier.com
- B. Prequalified Equal

2.3 PROPERTIES*

<u>PHYSICAL PROPERTY</u>	<u>REQUIREMENT</u>
Force Reduction (IAAF)	35-50%
Vertical Deformation (IAAF)	0.6-2.5 mm
Friction (wet) (IAAF)	≥ 0.5
Friction (dry) (DIN)	≤ 1.1
Tensile Strength (IAAF)	≥ 0.5 N/mm ²
Elongation (IAAF)	≥ 40%
Thickness (DIN)	≥ 13 mm
Spike Resistance (DIN)	Class 1

* all technical figures given are taken from the related test reports and refer to the main products. Therefore, depending on the substrate and application conditions, or in the case of using alternative products, results may vary.

2.4 SYSTEM COMPONENTS

- A. Polyurethane Primer (Stobielast[®] 100.00 or 135.00+Solvent) – if 135.00+solvent is used, it shall be mixed 50/50 specifically for priming concrete/asphalt prior to installation of polyurethane coating. Primer is also used to prime cured polyurethane prior to the application of a new layer, when necessary.
- B. Polyurethane Coating (Stobielast[®] S 154.xx) – shall be a two component self-leveling colored, polyurethane coating (polyol and isocyanate) containing no solvents or mercury. The mix ratio, by weight, is 100 parts A to 61 parts B. (XX indicates color of polyurethane)
- C. SBR Rubber – SBR rubber granules shall be recycled black rubber that are processed and graded to 1-4 mm in size containing no fiber or metal and containing less than 4% dust.
- D. EPDM Rubber – EPDM colored virgin rubber granules that are processed and graded to 1-3.5 mm in size unless otherwise specified. The rubber shall contain a minimum of 20% EPDM and be approved by the resin manufacturer. The specific density shall be 1.60 +/- 0.08 and Shore A hardness of 60.

PART 3 - EXECUTION

3.1 ASPHALT AND CONCRETE PREPARATION

- A. It is the responsibility of the asphalt paving contractor to provide documentation that the paving meets those requirements set forth for asphalt paving. Additionally, the asphalt is to cure for a minimum of 28 days prior to synthetic surfacing being applied. Asphalt compaction tests are to be provided showing a compaction of 95% or greater. The asphalt will be checked with a 10 foot straightedge in all directions. Those areas not in conformance will be repaired and/or replaced by the paving contractor. Flooding the asphalt surface to locate irregularities is highly recommended.
- B. All concrete work is to cure for a minimum of 45 days. No curing agents are to be used. Any concrete flat work such as run ups etc will be checked as in 3.1.A.
- C. All areas to receive synthetic surfacing are to be clean and free of any loose particles or foreign substances such as dirt, oil, grease, etc.

3.2 INSTALLATION OF STOBITAN[®] SURFACING

- A. Primer - All asphalt and concrete is primed using a mixture of Stobielast[®] 135.00 polyurethane binder and solvent such as butyl acetate (1:1 w/w) or Stobielast[®] S 100.00. Application rate is approximately 0.28 lbs/sy. Only the area to be covered within the working day should be primed to ensure a good bond to the base. Concrete base may require additional coating based on absorption rate of applied primer.
- B. Base Layers (two) - Two applications of double mixed Stobielast[®] S 154.xx polyurethane coating at approximately 5.53 and 5.16lbs/sy respectfully are applied with a notched squeegee. After the material has self leveled and is still liquid, dry SBR rubber granules (1-4 mm) are broadcast into the surface to excess. After curing (hardening) the excess SBR granules are removed for reuse. Total surface thickness to be approx. 9-11mm.
- C. Top Layer – One application of double mixed Stobielast[®] S 154.xx polyurethane coating at approximately 6.45 lbs/sy is applied on top of the base layer with a notched squeegee. After the material has self leveled and is still liquid, colored 1-3.5 mm EPDM rubber granules are broadcast into the surface to excess. After curing (hardening) the excess colored EPDM granules are removed. For a 15 mm system, approximately 17.14 lbs/sy of polyurethane coating will have been applied total.
- D. All methods for mixing of products are to be approved by Stockmeier Urethanes and can be found on their Technical Data Sheet (TDS).
- E. All labor shall be full time employees of the surfacing contractor.

3.3 LINE MARKINGS

- A. All line marking paint is to be approved by the synthetic surfacing manufacturer.
- B. All markings will be in accordance to the desires of the owner. See 1.3.A.

3.4 SPECIFIC SLOPES

- A. Concrete curbs - All top elevations of any continuous concrete curbs shall be a constant elevation.
- B. Track oval – running direction 0.1%; lateral slope 2.0% max NFHS, 1.0% NCAA and IAAF.
- C. D areas (high jump) – towards cross bar 1% downward
- D. Run ups same as oval unless located in the “D”.

END OF SECTION



ASBA Certified Athletic Builders

1311 Cuesta Abajo Ct. NE, Ste B
Albuquerque, New Mexico 87113
Toll Free 877-395-1978 Fax 505-243-2975

www.sport-surfaces.com

June 23, 2017

Deer Park ISD – Lead Agency
Attention: 1GPA
2800 Texas Ave.
Deer Park, TX 77536

Re: RFCSP #17-18DP
Athletic Surfaces, Appurtenances and Minor Structures

TAB 4 WARRANTY PROGRAM

Sport Surfaces Distributing, Inc. believes that customer care and follow-up after the sale is the most effective way to develop repeat business and referrals. In the relatively close-knit world of providing construction services to educational and public facilities, after-sale service is an important key to customer satisfaction.

To begin the process for a warranty claim, the customer may notify us of their concerns by:

1. E-mail to customerservice@sport-surfaces.com
2. Fax to 505-243-2975
3. Telephone to 877-395-1978
4. Letter to corporate office.

It is our policy to respond to emergency situations within 72 hours and to non-emergency conditions within one week.

We offer extended warranty and maintenance programs as requested.

	MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT	PRICE
1	Mondo	G-3196	PU-105 Adhesive	Adhesive 2-Gallon 2-part Polyurethane	EA	\$ 159.50
2	Mondo	G-3196a	PU-300 Adhesive	Adhesive 1.7-Gallon 2-part Polyurethane	EA	\$ 159.50
3	Mondo	G-3197	MP-1000 Adhesive	Adhesive 3-Gallon Acrylic	EA	\$ 181.50
4	Mondo	G-3198	EP-55 Adhesive	Adhesive 2-1/2-Gallon 2-part Epoxy	EA	\$ 181.50
5	Mondo	G-3203	Taski Profi	Cleanser for Rubber Flooring	GL	\$ 37.31
6	Mondo	G-3204	Weld Rod	Installation Accessory for Seaming Multipurpose Flooring	LF	\$ 1.51
7	Mondo	G-3205	Mondostep B	Installation Accessory for Multipurpose Flooring Stairs	LF	\$ 27.50
8	Mondo	G-3206	MondoSeal 2-Gallon Concrete Sealant	Vapor Mitigation System	EA	\$ 518.00
9	Aacer	G-3405-001	MFMA 2nd or btr grd 2-1/4"x25/32" mple flring	Second and Better 2-1/4"x25/32" Maple Hardwood Flooring	SF	\$ 6.54
10	Action	G-3405-001a	MFMA 2nd or btr grd 2-1/4"x25/32" mple flring	Second and Better 2-1/4"x25/32" Maple Hardwood Flooring	SF	\$ 6.54
11	Aacer	G-3405-002	Add for MFMA first grade maple	First Grade Hardwood Flooring Add to Second Grade	SF	\$ 1.01
12	Aacer	G-3405-003	Deduct for MFMA third grade maple	Third Grade Hardwood Flooring Deduct From Second Grade	SF	\$ 0.28
13	Aacer	G-3405-004	Add For 33/32" Maple	33/32" Hardwood Flooring Add to 25/32"	SF	\$ 1.08
14	Aacer	G-3405-005	Add for 1-1/2" maple	1-1/2" Hardwood Flooring Add to 2-1/4"	SF	\$ 0.38
15	Aacer	G-3405-006	Parquet flooring 5/16"	5/16" x 9" Parquet Hardwood Flooring	SF	\$ 5.96
16	Aacer	G-3405-007	Parquet flooring 7/16"	7/16" x 9" Parquet Hardwood Flooring	SF	\$ 6.15
17	Sport Surfaces Distributing, Inc.	G-3405-008	Hardwood refinish 3 passes sand, 4 coats finish	Hardwood Flooring Refinishing Accessory	SF	\$ 2.97
18	Sport Surfaces Distributing, Inc.	G-3405-009	Sub floor repair/replacement	Hardwood Flooring Repair Accessory	SF	\$ 11.30
19	Sport Surfaces Distributing, Inc.	G-3405-010	Remove and dispose of existing hardwood floor	Hardwood Flooring Demolition Accessory	SF	\$ 1.61
20	Sport Surfaces Distributing, Inc.	G-3405-011	Wood floor sanding only per pass	Hardwood Flooring Refinishing Accessory	SF	\$ 0.64
21	Sport Surfaces Distributing, Inc.	G-3405-012	Wood floor refinishing with screen per coat	Hardwood Flooring Refinishing Accessory	SF	\$ 0.52
22	Sport Surfaces Distributing, Inc.	G-3405-013	Wood floor repair/replace surface	Hardwood Flooring Repair Accessory	SF	\$ 27.99
23	Sport Surfaces Distributing, Inc.	G-3405-014	Wood floor refinishing with screen - equip and supplies 2 coats	Hardwood Flooring Refinishing Accessory	SF	\$ 0.74
24	Sport Surfaces Distributing, Inc.	G-3405-015	Acrylic latex enamel provide and install	Hardwood Flooring Graphic Art Accessory	SF	\$ 0.18
25	Sport Surfaces Distributing, Inc.	G-3405-016	Painted lettering provide and install	Hardwood Flooring Lettering Graphic Art Accessory	SF	\$ 7.12
26	Sport Surfaces Distributing, Inc.	G-3405-017	Painted logo provide and install	Hardwood Flooring Logo Graphic Art Accessory	SF	\$ 11.94
27	Sport Surfaces Distributing, Inc.	G-3405-018	Sand and finish as existing	Hardwood Flooring Refinishing Accessory	SF	\$ 3.44
28	Sport Surfaces Distributing, Inc.	G-3405-019	One (1) coat oil-base stain/sealer	Hardwood Flooring Oil-Based Finishing Accessory One Coat	SF	\$ 1.09
29	Sport Surfaces Distributing, Inc.	G-3405-020	Two (2) coats of water base sealer	Hardwood Flooring Water-Based Finishing Accessory Two Coats	SF	\$ 1.68
30	Sport Surfaces Distributing, Inc.	G-3405-021	Two (2) coats of water base finish	Hardwood Flooring Water Based Finishing Accessory Two Coats	SF	\$ 1.71
31	Sport Surfaces Distributing, Inc.	G-3405-022	Two (2) coats of oil base sealer or finish	Hardwood Flooring Oil-Based Finishing Accessory Two Coats	SF	\$ 1.55
32	Aacer / Action	G-3405-023	Aacer Scissor-Loc II	Hardwood flooring System includes poly, foam, 1"x6" subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 11.37
33	Aacer / Action	G-3405-023a	Aacer Flex EN-DIN	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 12.34
34	Aacer / Action	G-3405-023b	Aacer Channel	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 12.68
35	Aacer / Action	G-3405-023c	Aacer Anchored Power Sleeper	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 12.62
36	Aacer / Action	G-3405-023d	Aacer Retrocoustic	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 13.58
37	Aacer / Action	G-3405-023e	Aacer Portable	Portable Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 18.14
38	Aacer / Action	G-3405-024	Aacer Air Flow	Automatic ventilation system for hardwood floors with 2 fans and 72 linear feet of duct, 1 humidistat, 1 relay.	EA	\$ 3,240.00
39	Aacer / Action	G-3405-025	Vented cove base	Hardwood Flooring Vented Base Accessory	LF	\$ 9.41
40	Aacer / Action	G-3405-026	Vented cove base corners	Hardwood Flooring Vented Base Corner Accessory	EA	\$ 12.94
41	Aacer / Action	G-3405-027	Threshold	Hardwood Flooring Threshold Accessory	LF	\$ 10.46
42	Aacer / Action	G-3405-028	Painted Gameline striping	Hardwood Flooring Graphic Art Game Line Accessory	LF	\$ 0.62
43	Aacer / Action	G-3405-029	Logo art	Hardwood Flooring Graphic Art Logo Accessory	SF	\$ 19.06
44	Aacer / Action	G-3405-030	Painted background	Hardwood Flooring Graphic Art Accessory	SF	\$ 0.25
45	Haro	G-3405-100	Helsinki 10	Prefinished Engineered Hardwood Flooring System	SF	\$ 12.14
46	Haro	G-3405-101	Helsinki 10 Top	Prefinished Engineered Hardwood Flooring System	SF	\$ 12.56
47	Haro	G-3405-102	Montreal	Prefinished Engineered Hardwood Flooring System	SF	\$ 6.74
48	Haro	G-3405-103	Rom 20	Portable Prefinished Engineered Hardwood Flooring System	SF	\$ 18.04
49	Haro	G-3405-104	Baseboard	Prefinished Hardwood Flooring Base Accessory	LF	\$ 9.87

51	Mondo	A04	4mm Advance NG rolls	4mm Rubber 2-layer Multipurpose Flooring	SF	\$ 9.10
52	Mondo	A06	6mm Advance NG rolls	6mm Rubber 2-layer Multipurpose Flooring	SF	\$ 9.39
53	Mondo	A08	8mm Advance NG rolls	8mm Rubber 2-layer Multipurpose Flooring	SF	\$ 10.41
54	Mondo	AV08	8mm Advance Vulcanized rolls	8mm Rubber3-layer Multipurpose Flooring	SF	\$ 12.10
55	Mondo	A10	10mm Advance NG rolls	10mm Rubber 2-layer Multipurpose Flooring	SF	\$ 11.04
56	Mondo	AV10	10mm Advance Vulcanized rolls	10mm Rubber 3-layer Multipurpose Flooring	SF	\$ 13.95
57	Mondo	A12	12mm Advance rolls	12mm Rubber 3-layer Multipurpose Flooring	SF	\$ 12.59
58	Mondo	MR105	10.5mm MondoRun rolls	10.5mm Rubber Track and Multipurpose Surfacing	SF	\$ 12.30
59	Mondo	RXHP04	4mm Reflex HP Rolls	4mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 9.10
60	Mondo	R06R	6mm Ramflex rolls	6mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 9.50
61	Mondo	R06T	6mm Ramflex tiles	6mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$ 9.89
62	Mondo	R10R	10mm Ramflex rolls	10mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 10.17
63	Mondo	R10T	10mm Ramflex tiles	10mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$ 10.91
64	Mondo	RIN08	8mm Ramflex Interlocking	8mm Rubber Fitness and Multipurpose Interlocking Flooring Tiles	SF	\$ 12.13
65	Mondo	SI06R	6mm Sport Impact rolls	6mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 11.13
66	Mondo	SI06T	6mm Sport Impact tiles	6mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$ 10.88
67	Mondo	SI10R	10mm Sport Impact rolls	10mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 12.12
68	Mondo	SI10T	10mm Sport Impact tiles	10mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$ 12.07
69	Mondo	HJ08	8mm Highjolt Interlocking	8mm Rubber Fitness and Multipurpose Interlocking Flooring Tiles	SF	\$ 11.13
70	Mondo	H03R	3mm Harmoni Rolls	3mm Rubber Multipurpose Contract Flooring	SF	\$ 7.58
71	Mondo	G03T	3mm Harmoni Tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$ 7.78
72	Mondo	GR02	2mm Granito rolls or tiles	2mm Rubber Multipurpose Contract Flooring	SF	\$ 8.40
73	Mondo	UN03	3mm Uni, Kayar, Natura rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$ 11.03
74	Mondo	MA03	3mm Massetto rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$ 11.18
75	Mondo	LA03	3mm Lava rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$ 11.18
76	Mondo	Z35T	3.5mm Zeus tiles	3.5mm Rubber Multipurpose Flooring	SF	\$ 8.55
77	Mondo	TN03T	3mm Terra Nova tiles	Rubber Multipurpose Contract Flooring	SF	\$ 8.20
78	Mondo	EV15	1.5mm Everlay rolls	1.5mm Underlayment for Multipurpose Flooring	SF	\$ 2.55
79	Mondo	SF06	6mm Sportflex	6mm Rubber Multipurpose Flooring	SF	\$ 8.39
80	Mondo	SF08	8mm Sportflex	8mm Rubber Multipurpose Flooring	SF	\$ 8.69
81	Mondo	SF10	10mm Sportflex	10mm Rubber Multipurpose Flooring	SF	\$ 9.77
82	Mondo	SF12	12mm Sportflex	12mm Rubber Multipurpose Flooring	SF	\$ 10.45
83	Mondo	SFM06	6mm Sportflex M	6mm Rubber Multipurpose Flooring	SF	\$ 9.46
84	Mondo	SFM08	8mm Sportflex M	8mm Rubber Multipurpose Flooring	SF	\$ 9.89
85	Mondo	SFM10	10mm Sportflex M	10mm Rubber Multipurpose Flooring	SF	\$ 11.13
86	Mondo	SFM12	12mm Sportflex M	12mm Rubber Multipurpose Flooring	SF	\$ 11.62
87	Mondo	SX06	6mm Super-X	6mm Rubber Track and Multipurpose Flooring	SF	\$ 10.68
88	Mondo	SX08	8mm Super-X	8mm Rubber Track and Multipurpose Flooring	SF	\$ 11.03
89	Mondo	SX10	10mm Super-X	10mm Rubber Track and Multipurpose Flooring	SF	\$ 10.59
90	Mondo	SX12	12mm Super-X	12mm Rubber Track and Multipurpose Flooring	SF	\$ 10.62
91	Mondo	SX135	13.5mm Super-X	13.5mm Rubber Track and Multipurpose Flooring	SF	\$ 14.30
92	Mondo	SX14	14mm Super-X	14mm Rubber Track and Multipurpose Flooring	SF	\$ 11.00
93	Mondo	MT13SX	13mm Mondotrack SX	13mm Rubber Track and Multipurpose Flooring	SF	\$ 15.00
94	Mondo	MT13FTX	13mm Mondotrack FTX	13mm Rubber Track and Multipurpose Flooring	SF	\$ 15.00
95	Mondo	MF4563G	63mm Mondoturf MF-4563 Green	63mm Monofilament Synthetic Turf Green	SF	\$ 4.21
96	Mondo	MF4563C	63mm Mondoturf MF-4563 Color	63mm Monofilament Synthetic Turf Color	SF	\$ 4.50
97	Mondo	PF4160G	60mm Mondoturf PF-4160 Green rolls	63mm Slit Film Synthetic Turf Green	SF	\$ 3.66
98	Mondo	PF4160C	60mm Mondoturf PF-4160 Color rolls	63mm Slit Film Synthetic Turf Color	SF	\$ 4.41
99	Mondo	MF3550G	50mm Mondoturf MF-3550 Green rolls	50mm Monofilament Synthetic Turf Green	SF	\$ 4.05
100	Mondo	MF3550C	50mm Mondoturf MF-3550 Color rolls	50mm Monofilament Synthetic Turf Color	SF	\$ 4.33
101	Mondo	MF4560G	60mm Mondoturf MF-4560 Green rolls	60mm Monofilament Synthetic Turf Green	SF	\$ 4.11
102	Mondo	MF4560C	60mm Mondoturf MF-4560 Color rolls	60mm Monofilament Synthetic Turf Color	SF	\$ 4.40
103	Mondo	MDP01	Mondoturf FTS Drainage Panels	Synthetic Turf Drainage and Shock Pad Accessory	SF	\$ 4.93
104	Mondo	G-3305-040	Painted Gameline striping	Synthetic Turf Line Marking Accessory	LF	\$ 3.39
105	Mondo	G-3305-041	Water-jet logo art	Synthetic Turf Logo Accessory	SF	\$ 44.38
106	Mondo	G-3305-042	Classic ground tire with sand infill	Synthetic Turf Infill Accessory	SF	\$ 1.66
107	Mondo	G-3305-043	Alternative infill	Synthetic Turf Infill Accessory	SF	\$ 3.83
108	Mondo	G-3305-044	Category I Logo	Synthetic Turf Logo Accessory	LF	\$ 555.00

109	Mondo	G-3305-045	Category II Logo	Synthetic Turf Logo Accessory	LF	\$ 730.00
110	Mondo	G-3305-046	Category III Logo	Synthetic Turf Logo Accessory	LF	\$ 910.00
111	Mondo	G-3305-047	End zone letter no border	Synthetic Turf Border Marking Accessory	LF	\$ 122.00
112	Mondo	G-3305-048	End zone letter bordered	Synthetic Turf Inlaid Letter Accessory	LF	\$ 141.00
113	Mondo	G-3305-049	Soccer Lines Inlaid	Synthetic Turf Inlaid Soccer Lines Accessory	EA	\$ 6,244.52
114	Mondo	G-3305-050	Football lines Inlaid	Synthetic Turf Inlaid Football Lines Accessory	EA	\$ 4,500.00
115	Mondo	G-3305-051	Lacrosse or field hockey lines Inlaid	Synthetic Turf Inlaid Lacrosse or Field Hockey Lines Accessory	EA	\$ 6,900.00
116	ICP	G-3305-052	Deco Color / Plexipave	Court Coating System	SF	\$ 4.49
117	ICP	G-3305-053	Deco Turf	Court Coating System	SF	\$ 5.79
118	Laykold	G-3305-053a	ColorCoat	Court Coating System	SF	\$ 4.49
119	Laykold	G-3305-053b	Color Flex	Court Coating System	SF	\$ 5.79
120	Sport Surfaces Distributing, Inc.	G-3305-054	Wind Screen	Court Wind Screen Accessory	SF	\$ 2.70
121	ACT Global	XTSF200	2" Xtreme Turf SF	2" Slit Film All Weather Synthetic Turf	SF	\$ 5.07
122	ACT Global	XTFS225	2.25" Xtreme Turf SF	2.25" Slit Film All Weather Synthetic Turf	SF	\$ 5.32
123	ACT Global	XTFS250	2.5" Xtreme Turf SF	2.5" Slit Film All Weather Synthetic Turf	SF	\$ 5.70
124	ACT Global	XTMF200	2" Xtreme Turf MF	2" Monofilament All Weather Synthetic Turf	SF	\$ 4.90
125	ACT Global	XTMF225	2.25" Xtreme Turf MF	2.25" Monofilament All Weather Synthetic Turf	SF	\$ 5.10
126	ACT Global	XTMF250	2.5" Xtreme Turf MF	2.5" Monofilament All Weather Synthetic Turf	SF	\$ 5.30
127	ACT Global	XTSM200	2" Xtreme Turf S/M	2" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 5.40
128	ACT Global	XTSM225	2.25" Xtreme Turf S/M	2.25" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 5.60
129	ACT Global	XTSM250	2.5" Xtreme Turf S/M	2.5" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 6.02
130	ACT Global	FD230	23mm Foam Drainage Pad	23mm Foam Drainage Shock pad	SF	\$ 1.50
131	ACT Global	UBSP01	UltraBase	Sub-Base Drainage and Shock Panel	SF	\$ 3.49
132	SporTurf	STCT	Combat Turf	Synthetic Playground & Fitness Turf	SF	\$ 8.63
133	SporTurf	STAT745	AT-745	Synthetic Playground & Fitness Turf	SF	\$ 8.58
134	SporTurf	STAT755	AT-755	Synthetic Playground & Fitness Turf	SF	\$ 8.63
135	SporTurf	STGC01	GameChanger	Synthetic Playground & Fitness Turf	SF	\$ 7.97
136	SporTurf	STPT200	2" Powerhouse/TrueGrass	2" Slit Film All Weather Synthetic Turf	SF	\$ 6.06
137	SporTurf	STPT225	2.25" Powerhouse/Truegrass	2.25" Slit Film All Weather Synthetic Turf	SF	\$ 6.32
138	SporTurf	STPT250	2.5" Powerhouse/Truegrass	2.5" Slit Film All Weather Synthetic Turf	SF	\$ 6.70
139	SporTurf	STMS200	2" MonoSport	2" Monofilament All Weather Synthetic Turf	SF	\$ 4.90
140	SporTurf	STMS225	2.25" MonoSport	2.25" Monofilament All Weather Synthetic Turf	SF	\$ 6.10
141	SporTurf	STMS250	2.5" MonoSport	2.5" Monofilament All Weather Synthetic Turf	SF	\$ 6.30
142	SporTurf	STGC200	2" GameChanger	2" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 6.40
143	SporTurf	STGC225	2.25" GameChanger	2.25" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 6.60
144	SporTurf	STGC250	2.5" GameChanger	2.5" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 6.80
145	Sport Surfaces Distributing, Inc.	SSDIEL	E-Layer	Paved in place, permeable synthetic surface base.	SF	\$ 7.05
146	Sport Surfaces Distributing, Inc.	SSDING	Natural Grass via Seed or Sod	Natural Grass Field Accessory	SF	\$ 1.44
147	Mondo	G-3305-110	4mm Everlay B	Underlayment for Multipurpose Flooring	SF	\$ 2.78
148	Mondo	G-3305-111	6mm Everlay EG	Underlayment for Multipurpose Flooring	SF	\$ 3.26
149	Mondo	G-3305-112	J/D Profi	Multipurpose Flooring Cleanser	GA	\$ 38.62
150	Mondo	G-3305-113	J/D Carefree	Multipurpose Flooring Cleanser 5-gallon	EA	\$ 165.00
151	Mondo	G-3305-114	J/D Linosafe	Multipurpose Flooring Cleanser 2-gallon	EA	\$ 183.00
152	Mondo	G-3305-115	PU-100 Adhesive	Adhesive 2-1/2 gallon 2-part Polyurethane	EA	\$ 162.00
153	Sport Surfaces Distributing, Inc.	G-3305-116	Logo category I	Installation Logo Accessory for Sport Floors and Fields	EA	\$ 6,300.00
154	Sport Surfaces Distributing, Inc.	G-3305-117	Logo category II	Installation Logo Accessory for Sport Floors and Fields	EA	\$ 7,200.00
155	Aacer	G-3305-200	4+2 Polyurethane Pad and Pour	6mm Polyurethane Multipurpose Flooring System	SF	\$ 11.99
156	Aacer	G-3305-201	6+2 Polyurethane Pad and Pour	8mm Polyurethane Multipurpose Flooring System	SF	\$ 12.83
157	Aacer	G-3305-202	8+2 Polyurethane Pad and Pour	10mm Polyurethane Multipurpose Flooring System	SF	\$ 13.04
158	Aacer	G-3305-203	10+2 Polyurethane Pad and Pour	12mm Polyurethane Multipurpose Flooring System	SF	\$ 13.54
159	Aacer	G-3305-204	12+2 Polyurethane Pad and Pour	14mm Polyurethane Multipurpose Flooring System	SF	\$ 14.02
160	Ultimate RB	30N48*002500	8mm Rubber Rolls Black	8mm Rubber Multipurpose Flooring Black	SF	\$ 5.88
161	Ultimate RB	30N48*402500	8mm Rubber Rolls 17% Color	8mm Rubber Multipurpose Flooring 17% Color	SF	\$ 8.84
162	Ultimate RB	30Q48*102500	9.5mm Rubber Rolls Black	9.5mm Rubber Multipurpose Flooring Black	SF	\$ 6.21
163	Ultimate RB	30Q48*002500	9.5mm Rubber Rolls 17% Color	9.5mm Rubber Multipurpose Flooring 17% Color	SF	\$ 7.20
164	Ultimate RB	400308B10046	8mm Interlocking Tiles Black	8mm Rubber Multipurpose Flooring Interlocking Tiles Black	SF	\$ 3.68
165	Ultimate RB	400308B02046	8mm Interlocking Tiles 17% Color	8mm Rubber Multipurpose Flooring Interlocking Tiles 17% Color	SF	\$ 7.56
166	Ultimate RB	500308B10046	9.5mm Interlocking Tiles Black	9.5mm Rubber Multipurpose Flooring Black	SF	\$ 6.97

167	Ultimate RB	500308B02046	9.5mm Interlocking Tiles 17% Color	9.5mm Rubber Multipurpose Flooring 17% Color	SF	\$	7.99
168	Ultimate RB	6001340*0000	Bounce Back Safety Surface Black 1.75"	1.75" Rubber Safety Flooring Black	SF	\$	12.35
169	Ultimate RB	6002120*0000	Bounce Back Safety Surface Black 2.5"	2.5" Rubber Safety Flooring Black	SF	\$	12.64
170	Ultimate RB	6003120*0000	Bounce Back Safety Surface Black 3.5"	3.5" Rubber Safetyng Black	SF	\$	15.45
171	Ultimate RB	600134*ELE	Bounce Back Safety Surface Color 1.75"	1.75" Rubber Safety Flooring 17% Color	SF	\$	12.90
172	Ultimate RB	600212*ELE	Bounce Back Safety Surface Color 2.5"	2.5" Rubber Safety Flooring 17% Color	SF	\$	13.01
173	Ultimate RB	600312*ELE	Bounce Back Safety Surface Color 3.5"	3.5" Rubber Safetyng 17% Color	SF	\$	14.31
174	Ultimate RB	400308**B2046	Heavy Duty Rubber Mats 3/8"	3/8" Rubber Multipurpose Mats	SF	\$	7.33
175	Ultimate RB	400102**B1046	Heavy Duty Rubber Mats 1/2"	1/2" Rubber Multipurpose Mats	SF	\$	7.46
176	Ultimate RB	4001304**B1046	Heavy Duty Rubber Mats 3/4"	3/4" Rubber Multipurpose Mats	SF	\$	7.73
177	Ultimate RB	400102*IB1046	Heavy Duty Interlocking Floor Tiles 1/2"	1/2" Heavy Duty Rubber Multipurpose Interlocking Mats	SF	\$	7.70
178	Ultimate RB	400304*IB1046	Heavy Duty Interlocking Floor Tiles 3/4"	3/4" Heavy Duty Rubber Multipurpose Interlocking Mats	SF	\$	7.92
179	Ultimate RB	ERTR34	Edge Reducer Transition	Installation Transition Accessory for Multipurpose Flooring	LF	\$	13.20
180	Ultimate RB	CX-941	CX-941 Polyurethane Adhesive	Adhesive 5-gallon 1-part Polurethane	EA	\$	425.00
181	Ultimate RB	CBS*2	Clean Break Sealer	Sealer Accessoryu For Multipurpose Flooring	GA	\$	65.00
182	Sport Surfaces Distributing, Inc.	G-3305-500	Structural Spray Black	Track Surfacing System Black Base Mat	SF	\$	6.86
183	Sport Surfaces Distributing, Inc.	G-3305-501	Structural Spray Color	Track Surfacing System Color Spray Coat	SF	\$	7.16
184	Sport Surfaces Distributing, Inc.	G-3305-502	Base Mat w/ Structural Spray Black	Track Surfacing System Black Base Mat with Black Spray Coat	SF	\$	8.24
185	Sport Surfaces Distributing, Inc.	G-3305-503	Base Mat w/ Structural Spray Color	Track Surfacing System Black Base Mat with Color Spray Coat	SF	\$	9.64
186	Sport Surfaces Distributing, Inc.	G-3305-504	Polyurethane Sandwich System	Track Surfacing System Black Base Mat, Poured Wear Layer	SF	\$	9.98
187	Sport Surfaces Distributing, Inc.	G-3305-505	Polyurethane Full Pour	Track Surfacing System Full Pour System	SF	\$	12.86
188	Sport Surfaces Distributing, Inc.	G-3305-506	Track Surface Repair Kit	Track Accessory Repair Kit	SF	\$	20.44
189	Sport Surfaces Distributing, Inc.	G-3305-507	Demo Turf	Synthetic Turf Field Demo Accessory	SF	\$	1.55
190	Sport Surfaces Distributing, Inc.	G-3305-508	Dispose of Turf	Synthetic Turf Field Disposal Accessory	SF	\$	0.55
191	Sport Surfaces Distributing, Inc.	G-3305-509	Mobilization under 20,000 square ft	Installation Accessory for Mobilization	SF	\$	1.83
192	Sport Surfaces Distributing, Inc.	G-3305-510	Post-tension Concrete	Installation Accessory for Concrete Courts	SF	\$	22.74
193	ACT Global	G-3305-700	S4 2.0" Slit Film Synthetic Turf	2" Slit Film Synthetic Turf	SF	\$	6.24
194	ACT Global	G-3305-701	S5 2.5" Slit Film Synthetic Turf	2.5" Slit Film Synthetic Turf	SF	\$	6.35
195	ACT Global	G-3305-702	M4 2.0" Monofilament Synthetic Turf	2" Monofilament Synthetic Turf	SF	\$	6.37
196	ACT Global	G-3305-703	M6 2.5" Monofilament Synthetic Turf	2.5" Monofilament Synthetic Turf	SF	\$	6.54
197	Sport Surfaces Distributing, Inc.	G-3305-704	Balance or Motion Series Synthetic turf	Monofilament and Slit Film Synthetic Turf Hybrid System	SF	\$	8.06
198	Sport Surfaces Distributing, Inc.	G-3305-705	Estate Landscape Synthetic Turf	Monofilament for Slit Film Synthetic Turf System	SF	\$	8.85
199	Sport Surfaces Distributing, Inc.	G-3505-001	Crack Repair System	Installation Accessory for Court Crack Repairs	LF	\$	28.20
200	Sport Surfaces Distributing, Inc.	G-3505-002	Acrylic modified cementitious floor patch	Installation Accessory Cementitious Patch 25-pound Sack	EA	\$	78.00
201	Sport Surfaces Distributing, Inc.	G-3505-003	Liquid vapor retarder	Vapor Mitigation System	SF	\$	3.65
202	Sport Surfaces Distributing, Inc.	G-3505-004	Bead Blast	Concrete Floor Prep Installation Accessory	SF	\$	2.35
203	Sport Surfaces Distributing, Inc.	G-3505-005	Floor prep light	Light Floor PrepInstallation Accessory	SF	\$	0.60
204	Sport Surfaces Distributing, Inc.	G-3505-006	Floor prep moderate	Moderate Floor Prep Installation Accessory	SF	\$	0.95
205	Sport Surfaces Distributing, Inc.	G-3505-007	Floor prep heavy	Heavy Floor Prep Installation Accessory	SF	\$	1.48
206	Sport Surfaces Distributing, Inc.	G-3505-008	Remove VCT	VCT Floor Prep Installation Accessory	SF	\$	0.78
207	Sport Surfaces Distributing, Inc.	G-3505-009	Remove glue-down carpet	Glue Down Carpet Floor Prep Installation Accessory	SF	\$	1.08
208	Sport Surfaces Distributing, Inc.	G-3505-010	Remove sheet vinyl	Sheet Vinyl Floor Prep Installation Accessory	SF	\$	0.92
209	Sport Surfaces Distributing, Inc.	G-3505-011	Remove parquet	Parquet Floor Prep Installation Accessory	SF	\$	1.22
210	Sport Surfaces Distributing, Inc.	G-3505-012	Remove polyurethane	Polyurethane Floor Prep Installation Accessory	SF	\$	2.09
211	Sport Surfaces Distributing, Inc.	G-3505-012a	Remove Rubber tile or sheet	Sheet or Tile Rubber Floor Prep Installation Accessory	SF	\$	1.89
212	Sport Surfaces Distributing, Inc.	G-3505-013	1/8" x 4" Rubber Cove Base	Base Installation Accessory for Multipurpose Flooring	LF	\$	2.54
213	Sport Surfaces Distributing, Inc.	G-3505-014	Seating assemblies	Installation Accessory for Gymnasium Seating Per Seat	EA	\$	170.00
214	Sport Surfaces Distributing, Inc.	G-3505-015	Backstop assemblies	Basketball Backstops Installation Accessory for Gymnasium	EA	\$	6,150.00
215	Sport Surfaces Distributing, Inc.	G-3505-016	Project Design/Development/Consulting	Project Design/Development/Consulting Accessory Per Hour	EA	\$	274.00
216	Sport Surfaces Distributing, Inc.	G-3505-017	Project Coordinator/Foreman	Project Coordinator/Foreman Per Hour	EA	\$	86.00
217	Sport Surfaces Distributing, Inc.	G-3505-018	Installer (Tradesman)	Installer (Tradesman) Per Hour	EA	\$	67.00
218	Sport Surfaces Distributing, Inc.	G-3505-019	Labor (General)	Labor (General) Per Hour	EA	\$	36.00
219	Sport Surfaces Distributing, Inc.	G-3505-019a	Davis Bacon or prevailing Wage	Additional Cost For Davis Bacon or Prevailing Wage Per Hour	EA	\$	25.01
220	Sport Surfaces Distributing, Inc.	G-3505-019b	Davis Bacon or prevailing Wage	Additional Cost For Davis Bacon or Prevailing Wage	SF	\$	2.33
221	Sport Surfaces Distributing, Inc.	G-3505-019c	Standard installation rate	Standard Installation Rate Installation Accessory	SF	\$	4.42
222	Sport Surfaces Distributing, Inc.	G-3505-022	Concrete Flat 4"	4" Concrete Installation Accessory	SF	\$	20.38
223	Sport Surfaces Distributing, Inc.	G-3505-023	Place and washed sand	Washed Sand for Synthetic Turf or Track Installation	CY	\$	125.00
224	Sport Surfaces Distributing, Inc.	G-3505-024	Place and turf nailer	2"x4" Synthetic Turf Nailer Installation Accessory	LF	\$	5.92

225	Sport Surfaces Distributing, Inc.	G-3505-025	Impervious or Filter Membrane	Impervious or Filter Membrane for Outdoor Courts and Fields	SF	\$ 0.55
226	Sport Surfaces Distributing, Inc.	G-3505-026	Flat panel surface drains	Flat panel surface drains For Outdoor Installations	LF	\$ 19.06
227	Sport Surfaces Distributing, Inc.	G-3505-027	Trench or channel Drains	Trench or channel Drains For Outdoor Courts, Tracks, and Fields	LF	\$ 29.37
228	Sport Surfaces Distributing, Inc.	G-3505-028	Compaction	Material Compaction For Outdoor Courts, tracks and Fields	SF	\$ 1.88
229	Sport Surfaces Distributing, Inc.	G-3505-029	Place and goal posts	Goal Post Installation Accessory for Fields	EA	\$ 12,730.00
230	Sport Surfaces Distributing, Inc.	G-3505-030	Pole Vault Pans and Lids	Pole Vault Pan and Lid Installation Accessory For Tracks	EA	\$ 3,250.00
231	Sport Surfaces Distributing, Inc.	G-3505-031	NCAA Take-off Boards	NCAA Take-off Board Installation Accessory For Tracks	EA	\$ 1,489.00
232	Sport Surfaces Distributing, Inc.	G-3505-032	Staking	Layout Installation Accessory For Outdoor Tracks, Courts, Fields	EA	\$ 12,700.00
233	Sport Surfaces Distributing, Inc.	G-3505-033	Demo and Haul AC	Asphalt Demolition Installation Accessory	CD	\$ 69.11
234	Sport Surfaces Distributing, Inc.	G-3505-034	Demo and haul con crb	Concrete Curb Demolition Installation Accessory	LF	\$ 4.84
235	Sport Surfaces Distributing, Inc.	G-3505-035	Demo and haul con	Flat Concrete Demolition Installation Accessory	CD	\$ 67.50
236	Sport Surfaces Distributing, Inc.	G-3505-036	Clear, Grub, and Haul	Site Preparation Installation Accessory For Outdoor Installations	SF	\$ 2.74
237	Sport Surfaces Distributing, Inc.	G-3505-037	Rough Cut	Site preparation Installation Accessory For Outdoor Installations	CY	\$ 4.46
238	Sport Surfaces Distributing, Inc.	G-3505-038	Export Excess Material	Material Export Installation Accessory For Outdoor Installations	CY	\$ 24.36
239	Sport Surfaces Distributing, Inc.	G-3505-039	Trench	Trenching Installation Accessory for Outdoor Installations	LF	\$ 23.80
240	Sport Surfaces Distributing, Inc.	G-3505-040	Import additional material	Material Import Installation Accessory	CY	\$ 54.97
241	Sport Surfaces Distributing, Inc.	G-3505-041	Prepare Subgrade	Site Preparation Installation Accessory For Outdoor Installations	SY	\$ 2.39
242	Sport Surfaces Distributing, Inc.	G-3505-042	Place and Fine Grade ABC	Aggregate Base Course Outdoor Installation Accessory	CY	\$ 174.00
243	Sport Surfaces Distributing, Inc.	G-3505-043	3/8" -1/2" Stone and Fine grade	3/8"-1/2" Crushed Aggregate Installation Accessory	CY	\$ 72.59
244	Sport Surfaces Distributing, Inc.	G-3505-044	Place and crushed rip rap	Crushed Rip Rap Outdoor Installation Accessory	CY	\$ 65.69
245	Sport Surfaces Distributing, Inc.	G-3505-045	AC 1-1/2" to 2" lift	1-1/2" -2" Asphalt Lift	SF	\$ 6.56
246	Sport Surfaces Distributing, Inc.	G-3505-046	Con Crb	Concrete Curbing Outdoor Installation Accessory	LF	\$ 42.18
247	Sport Surfaces Distributing, Inc.	G-3505-053	Mobilization under 3,000 square feet	Installation Accessory for Mobilization	SF	\$ 2.95

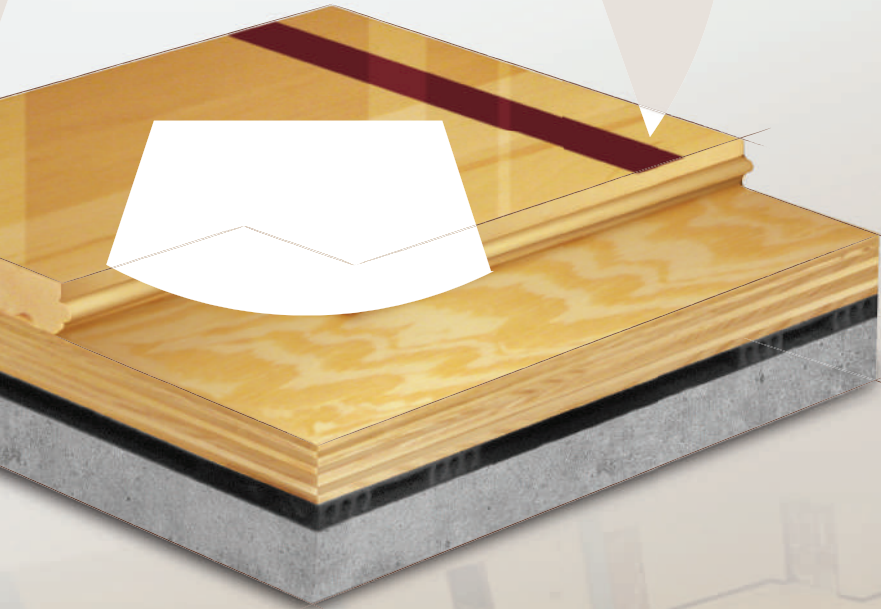


AACER

SPORTS FLOORING

AacerCush II

The AacerCush II floor system combines Aacer maple flooring with 2 layers of an APA plywood underlayment and resilient pads. The result is an economic, versatile athletic floor with increased shock absorbency and energy return that helps reduce injuries. This widely used floating sport floor system is ideal for field houses, gymnasiums, multipurpose rooms and dance floors.



see us at
Sweets.com

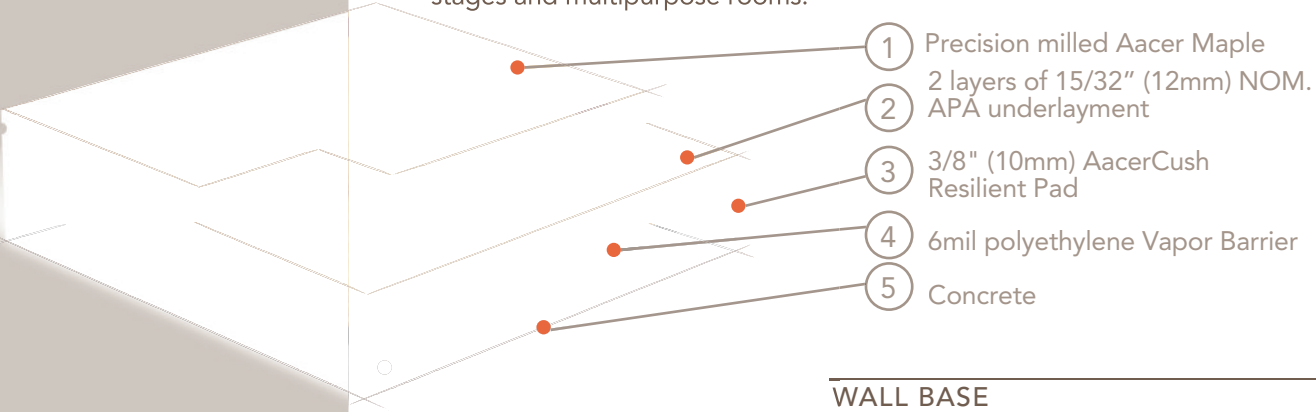


FLOATING



AacerCush II

Increased structural integrity, shock absorbency and energy return makes the AacerCush II one of the most widely accepted athletic flooring systems for field houses, combination synthetic and wood facilities, gymnasiums, dance floors, stages and multipurpose rooms.



Certified*



Green Status
LEED Contributors



FSC® Certified Maple - MRc7
FSC® Certified SubFloor Components - MRc7
EQ - MRc 4.2
Regional Materials - MRc5.1 & 5.2

Optional Versions

EcoDIN, 1/4" and 1/2" Performance Foam

Resilience

AacerCush PVC Pads

Slab Depression

3/8" (10 mm) PVC Pad
25/32" (20mm) flooring - 2 1/8" (54mm)
33/32" (26mm) flooring - 2 3/8" (60mm)

7/16" (11mm) EcoDIN Pad
25/32" (20mm) flooring - 2 1/8" (54mm)
33/32" (26mm) flooring - 2 3/8" (60mm)

1/4" (6mm) Performance Foam
25/32" (20mm) flooring - 2" (50mm)
33/32" (26mm) flooring - 2 1/4" (57mm)

1/2" (12mm) Performance Foam
25/32" (20mm) flooring - 2 1/4" (57mm)
33/32" (26mm) flooring - 2 1/2" (64mm)

Subfloor Construction

Plywood

System Type

Floating System

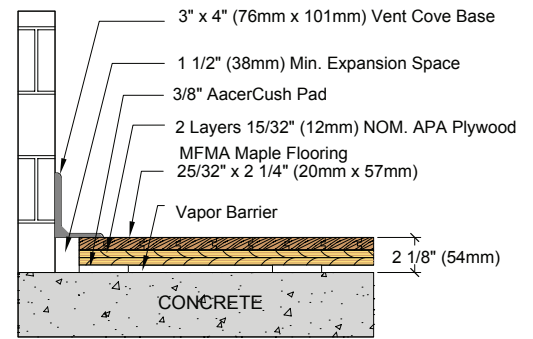
Testing Laboratory



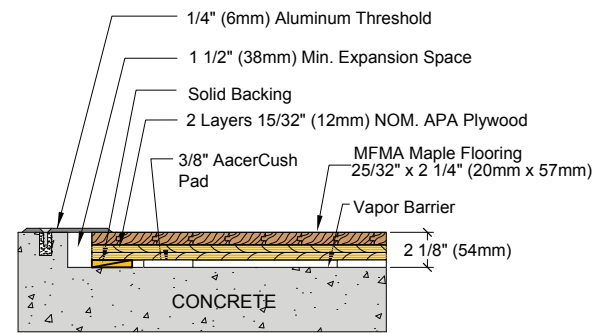
Warranty

Lifetime available

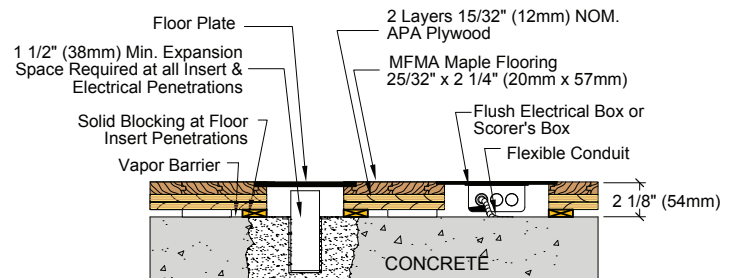
WALL BASE



THRESHOLD



EQUIPMENT



AacerFlooring.com

(877) 582-1181

It is the policy of Aacer Flooring to continuously improve its line of products. Therefore, Aacer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.

October 2014

TrueGrass 40



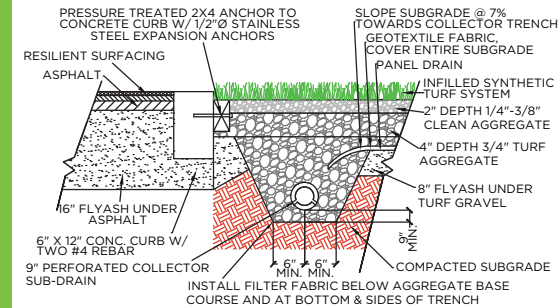
Polyethylene Slit-Film

PROPERTY

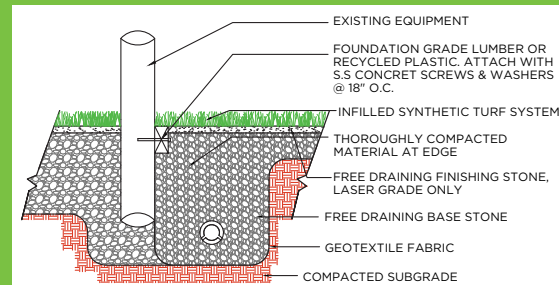
DESCRIPTION

FL407-40

Primary Yarn Polymer	Polyethylene
Yarn Cross Section	Polyethylene Slit Film
Standard Color	Field; Field/Lime
Additional Colors Available	White, Yellow, Red, Florida Blue, Black, Orange, Terra Cotta
UV Stabilized	Yes
Fabric Construction	Tufted
Primary Backing	Dual layered woven polypropylene
Coating Type	SilverBack™ Polyurethane
Perforations	Yes
Polyethylene Yarn Denier/Ends	8000/1
Recommended Infill	1 lb. Silica Sand; 3 lbs. SBR Rubber
Pile Height	2"
Pile Weight	40 oz.

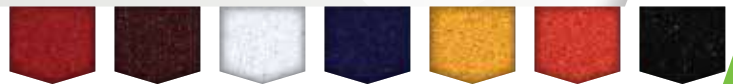


CURB



EQUIPMENT

Standard Line and Field Colors*



APPLICATION

This product is the premium athletic field product that has been tried and tested in the toughest conditions. This product also features the longest lasting fiber available, which makes it ideal for indoor and outdoor athletic fields. This product can be installed outdoors or indoors over concrete or a compacted aggregate base.



*Custom colors available upon request



TESTING

TRUEGRASS 40

FINISHED FABRIC

Nominal Specification

Pile Height (Nominal)

Face Weight

Total Fabric Weight

Primary backing Weight

Secondary Coating Weight

Tuft Bind

Grab Tear Strength (Average)

Lead Content

Total Yarn Linear Density

Tensile Strength

Stitch Rate

Machine Gauge

Flammability

Water Permeability w/infill

Fiber Thickness

Fabric Width

ENGLISH SYSTEM

Value

Units

2

In.

40

oz/yd²

67

oz/yd²

7.4

oz/yd²

20

oz/yd²

>10

lbs.

>200

lbs.

<50

ppm

8,000

Denier

18

lbs.

9.3

Per 3"

3/8

In.

TEST

PASSED

>30

In./Hr.

9.4

mils

15

Ft.

METRIC SYSTEM

Value

Units

50.80

mm.

1356

g/m²

2272

g/m²

251

g/m²

678

g/m²

>3.6

Kg.

>91

Kg.

<50

ppm

8,889

D-TEX

8.16

Kg.

12.14

Per 10 cm

0.95

Cm.

TEST

PASSED

>30

Cm./Hr.

100

microns

4.6

M

ASTM TEST F-1551

Method

D-5823

D-5848

D-5848

D-5848

D-5848

D-1335

D-2256

D-2765

D-1577

D-5034

D-5793

D-5793

D-2859

F-1551

D-3218

None



9/22/2014

SS4000 / SS4000-E

Sandwich Impermeable Track Systems

Attain maximum athletic performance with the Sport Surfaces SS-4000 and SS4000-E. Impermeable all-weather track systems designed to provide top athletic performance combined with outstanding shock absorption and energy return throughout the life of the track. Resists going "dead" over time and gives improved resistance to wear and bald spots compared to any permeable track system.

The SS-4000 is a 100% polyurethane bound running track surface that provides **outstanding all-weather performance and durability**.

Starting with a paved-in-place base mat made from high performance polyurethane combined with precisely metered SBR rubber granules. The mat is then sealed with an ultra-strong two-part polyurethane sealer to make the mat impermeable. Finally, colored EPDM granules are broadcast into a full-pour polyurethane coating to provide a **world-class surface for both training and competition**.

Exceptional shock absorption reduces injuries cause by repetitive movements such as experienced during training. **Enhanced energy return** allows every athlete at any level of competition to perform at their personal best.

FOR INFORMATION

Sport Surfaces Distributing, Inc.
1311 Cuesta Abajo Ct NE, Ste B
Albuquerque, NM 87113
877-395-1978
www.sport-surfaces.com

A non-porous polyurethane seal coat that is squeegee-applied.

A 3.5mm embedded full-pour coating for top performance and comfort. Available embedded (SS4000) or encapsulated (SS4000-E)

A 10mm base layer consisting of SBR rubber granules with polyurethane binder. Designed for maximum comfort and durability.

**IMPERMEABLE
TRCK SURFACE
THAT PROVIDES ALL-
WEATHER PERFORMANCE**



SS-3000

Impermeable Track System

Attain maximum athletic performance while preserving precious budget resources with the Sport Surfaces SS-3000. An impermeable all-weather track system designed to provide outstanding shock absorption and energy return throughout the life of the track. Resists going "dead" over time and gives improved resistance to wear and bald spots compared to any permeable track system.

The SS-3000 is a 100% polyurethane bound running track surface that provides **outstanding all-weather performance and durability**.

Starting with a paved-in-place base mat made from high performance polyurethane combined with precisely metered SBR rubber granules. The mat is then sealed with an ultra-strong two-part polyurethane sealer to make the mat impermeable. Finally, colored EPDM granules are mixed with a high-solids polyurethane structural spray to provide the **ideal surface for both training and competition**.

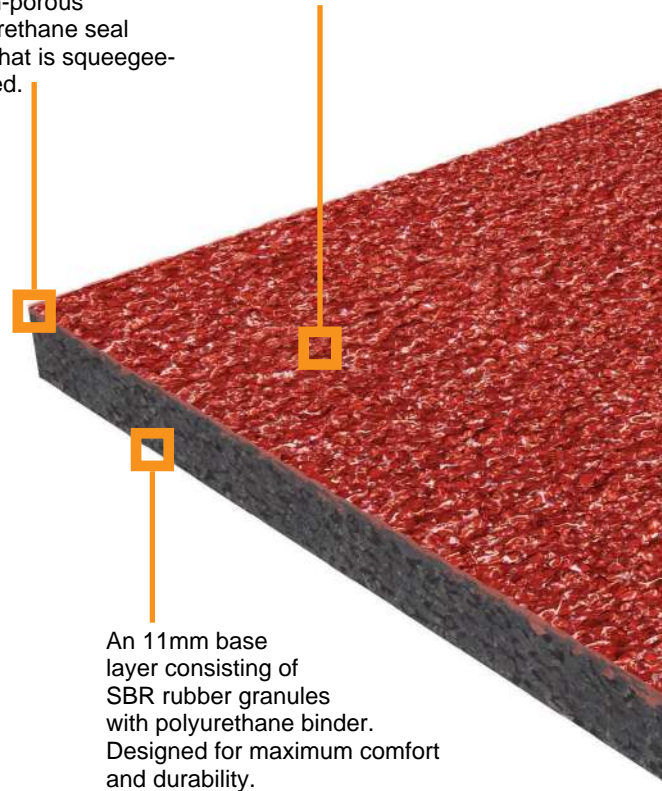
Exceptional shock absorption reduces injuries cause by repetitive movements such as experienced during training. **Enhanced energy return** allows every athlete at any level of competition to perform at their personal best.

FOR INFORMATION

Sport Surfaces Distributing, Inc.
1311 Cuesta Abajo Ct NE, Ste B
Albuquerque, NM 87113
877-395-1978
www.sport-surfaces.com

A non-porous polyurethane seal coat that is squeegee-applied.

Two textured spray coats consisting of polyurethane and colored EPDM rubber.



An 11mm base layer consisting of SBR rubber granules with polyurethane binder. Designed for maximum comfort and durability.

**IMPERMEABLE
TRACK SURFACE
THAT PROVIDES ALL-
WEATHER PERFORMANCE**



SS-2000

Permeable Track System

Attain maximum athletic performance while preserving precious budget resources with the Sport Surfaces SS-2000. An affordable high-quality permeable all-weather track system designed to provide outstanding shock absorption and energy return throughout the life of the track.

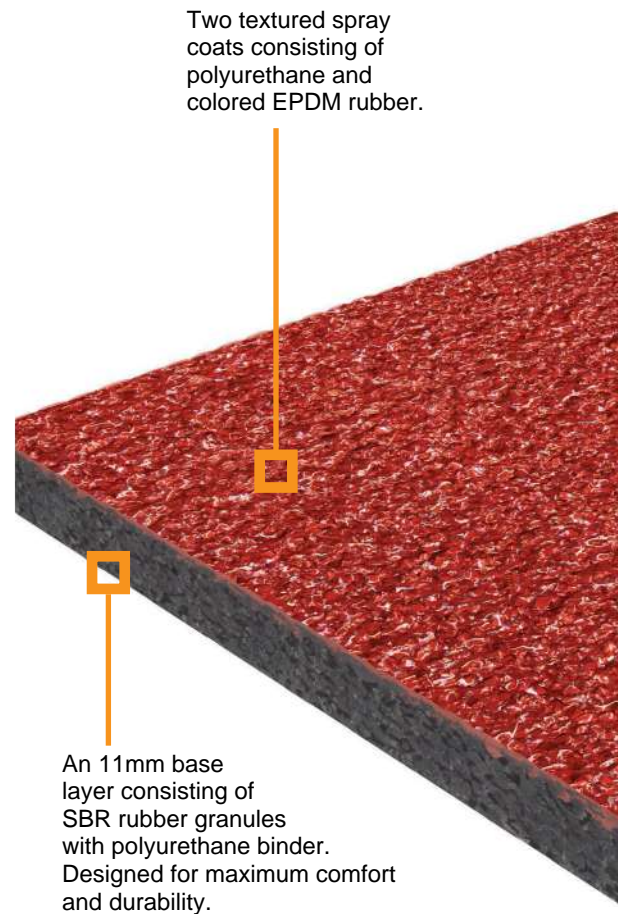
The SS-2000 is a 100% polyurethane bound running track surface that provides **outstanding all-weather performance and durability**.

Starting with a paved-in-place base mat made from high performance polyurethane combined Finally, colored EPDM granules are mixed with a high-solids polyurethane structural spray to provide the **ideal surface for both training and competition**.

Exceptional shock absorption reduces injuries cause by repetitive movements such as experienced during training. **Enhanced energy return** allows every athlete at any level of competition to perform at their personal best.

FOR INFORMATION

Sport Surfaces Distributing, Inc.
1311 Cuesta Abajo Ct NE, Ste B
Albuquerque, NM 87113
877-395-1978
www.sport-surfaces.com



**PERMEABLE
TRACK SURFACE
THAT PROVIDES ALL-
WEATHER PERFORMANCE**



SUPER X 720

OUTDOOR & INDOOR RUNNING TRACK



SUPER X 720

Super X 720 provides the optimal blend of energy return, comfort, safety and durability for both competition and training activities.

 **MONDO** TRACK & FIELD.

SUPER X 720



SPECIFICATIONS

Texture:	Super X 720 Embossing
Thickness:	17/32" (13.5mm)
Roll Width:	3' 0" - 5' 6" (0.92m - 1.70m)
Roll Length:	49' 2" (15m)*

COLORS**



Red P30



Cognac P58



Green P10



Dark Green P14



Medium Blue P18



Light Blue P85



Medium Grey P31



Light Grey P70

KEY BENEFITS

Super X 720 is calendered for uniformity and consistency, providing superior performance throughout compared to EPDM textured surfaces:

- Engineered for superior speed and comfort
- Strong vulcanized rubber for optimum traction and drag reduction
- Designed to channel water away for high performance in all conditions

EXPERIENCE

Mondo's patented hexagonal backing design generates a cushion of air for superior comfort and energy return. It allows for swifter transitions from the 5th to 1st metatarsal bones for greater speed, giving track & field athletes a proven biomechanical advantage.

HEALTH & SAFETY

- GREENGUARD GOLD certified for better indoor air quality
- 100% recyclable
- IAAF certified
- Meets ADA requirements
- Contributes toward LEED points
- Granular-free for healthy waterways
- Heavy metals free and will not leach into the environment
- Excellent bacterial, microbial and fungal resistance properties



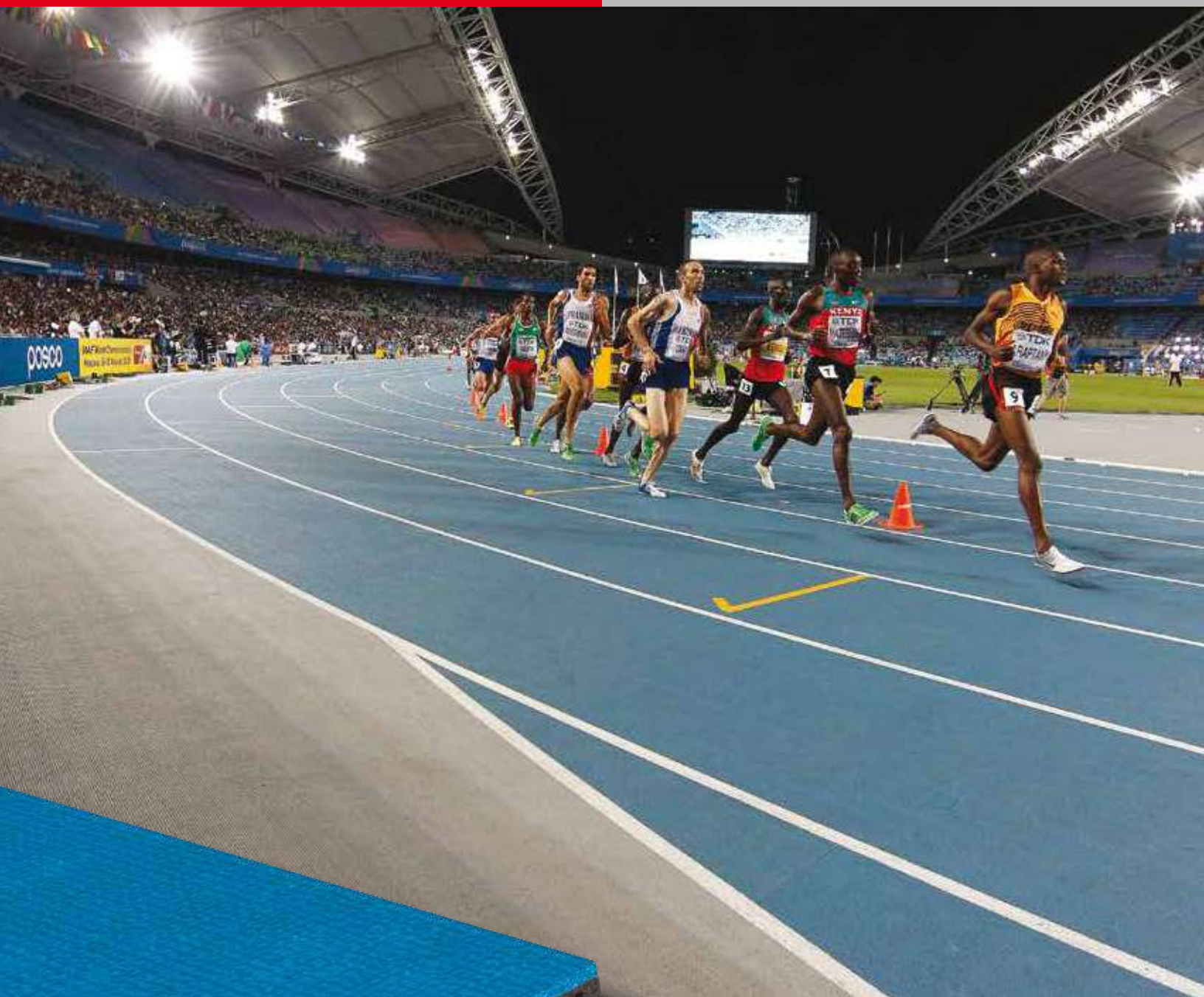
Printed in Canada - Revised 11/2016

*Average length from production.

**Custom colors available; minimum quantity required.

SUPER X PERFORMANCE

OUTDOOR & INDOOR RUNNING TRACK



SUPER X PERFORMANCE

Super X Performance is Mondo's legendary prefabricated vulcanized rubber track surface with the highly acclaimed top layer and waffle backing.

 **MONDO** TRACK & FIELD.

SUPER X PERFORMANCE



SPECIFICATIONS

Texture:	Super X Performance Embossing
Thickness:	15/64" (6mm) 5/16" (8mm)
Roll Width:	4' 0" - 6' 0" (1.22m - 1.83m)
Roll Length:	49' 2" (15m)*
Thickness:	3/8" (10mm) 1/2" (12mm) 17/32" (13.5mm)
Roll Width:	3' 0" - 5' 6" (0.92m - 1.70m)
Roll Length:	49' 2" (15m)*

COLORS**



Red P30



Cognac P58



Green P10



Dark Green P14



Medium Blue P18



Light Blue P85



Medium Grey P31



Light Grey P70

Printed in Canada - Revised 11/2016

KEY BENEFITS

- Highly durable; withstands static and rolling loads
- Embossed for superior traction indoors and outdoors
- Shock absorption layer for safety and comfort
- Stain resistant, no specialized maintenance needed
- Non-slip surface for ease in maneuvering wheelchairs
- Designed to channel water away for high performance in all conditions

EXPERIENCE

Mondo's proprietary equipment and vulcanization process ensure that biomechanical and physical properties stay consistent over the product's long lifespan.

HEALTH AND SAFETY

- GREENGUARD GOLD certified for better indoor air quality
- 100% recyclable
- Meets ADA requirements
- Contributes toward LEED points
- Granular-free for healthy waterways
- Heavy metals free and will not leach into the environment
- Excellent bacterial, microbial and fungal resistance properties



*Average length from production.

**Custom colors available; minimum quantity required.

SPORTFLEX M

THE IDEAL MULTIPURPOSE SURFACE



SPORTFLEX M

The ideal surface for multiple sport activities such as basketball, volleyball, badminton, baseball and tennis.

 **MONDO** TRACK & FIELD.

SPORTFLEX M



SPECIFICATIONS

Texture:	ATS Embossing*
Thickness:	15/64" (6mm) 5/16" (8mm) 3/8" (10mm) 1/2" (12mm) 17/32" (13.5mm)
Roll Width:	3' 0" - 6' 0" (0.92m - 1.83m)
Roll Length:	49' 2" (15m)**

COLORS***



Red P30



Cognac P58



Green P10



Dark Green P14



Medium Blue P18



Light Blue P85



Medium Grey P31



Light Grey P70

Printed in Canada - Revised 11/2016

KEY BENEFITS

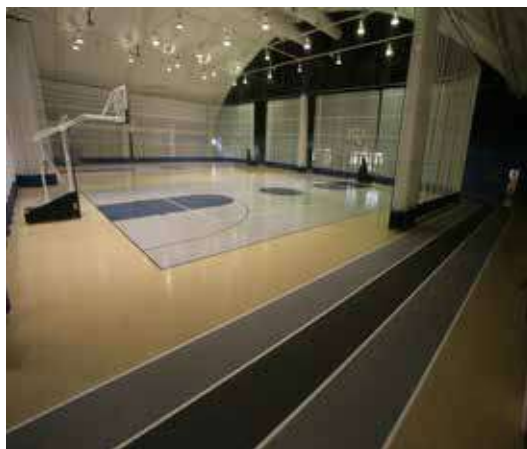
- Ideal for both indoor and outdoor applications, and all sports
- Withstands high traffic, static and heavy rolling loads
- Stain resistant, no specialized maintenance needed
- Top layer has the ideal coefficient of friction, reducing knee, ankle and hip injuries during pivots and rotations

EXPERIENCE

Mondo's proprietary equipment and vulcanization process ensure that biomechanical and physical properties will remain consistent for uniform performance over time.

HEALTH AND SAFETY

- GREENGUARD GOLD Certified for better indoor air quality
- 100% recyclable
- Meets ADA requirements
- Contributes toward LEED points
- Granular-free for healthy waterways
- Heavy metals free and will not leach into the environment
- Excellent bacterial, microbial and fungal resistance properties



*No use of spikes with this surface texture.

**Average length from production.

***Custom colors available; minimum quantity required.

SPORT IMPACT

WEIGHT AND SKATE
RESISTANT RUBBER FLOORING



SPORT IMPACT

Premium weight and skate resistant rubber flooring with unsurpassed resistance to abrasions, tears and impacts.

 **MONDO** INDOOR.SPORT.

SPORT IMPACT



SPECIFICATIONS

Texture: Sealskin
 Thickness: 15/64" (6mm)
 Roll Width: 6' 1" (1.86m)
 Roll Length: 42' 7" (13m)*

Thickness: 3/8" (10mm)
 Roll Width: 6' 1" (1.86m)
 Roll Length: 29' 6" (9m)*

Tile Dimensions: 36" x 36"
 (0.91m x 0.91m)

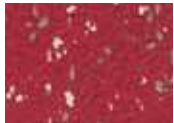
COLORS**



Sand
062



Brown
136



Red
141



Purple
026



Orange
055



Green
114



Blue
110



Dark Blue
073



Gold
154



Medium Grey
011



Dark Grey
018



Black
008

VULCANIZED ADVANTAGE

Mondo's vulcanization process permanently amalgamates individual layers, using high heat and pressure; the product will never separate, and its biomechanical and physical properties will be consistent. Each vulcanized layer offers individual characteristics and benefits.

PERFORMANCE LAYER

- 3mm homogeneous wear layer for high performance under heavy use, traffic from ice skate blades, as well as strength and conditioning equipment

IMPACT LAYER

- Protects against heavy impact and high intensity training
- Glued down installation eliminates bacteria or mold growth

KEY BENEFITS

- 20+ years life expectancy
- Low cost of ownership

- Provides shock absorption and dimensional stability
- Withstands static loads such as weights and cardio equipment

HEALTH AND SAFETY

- GREENGUARD Gold certified, the most stringent indoor air quality requirement testing
- 100% recyclable; contains pre-consumer, post-consumer recycled content and rapidly renewable material
- Fire resistant

- Meets ADA requirements
- Free of phthalates, PVC, isocyanates, formaldehyde, halogens and heavy metals
- Excellent fungal, bacterial and microbial resistance throughout



Printed in Canada - Revised 12/2016

*Average length from production

**Custom colors available; minimum quantity required.

RAMFLEX INTERLOCK

PREMIUM INTERLOCKING RUBBER TILES

GLOBAL SPEED

MONDO

 **MONDO** INDOOR.SPORT.



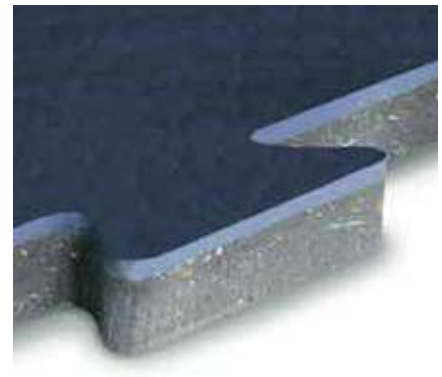
RAMFLEX INTERLOCK

PREMIUM INTERLOCKING RUBBER TILES

The strength and proven experience of Mondo's Ramflex high performance cardio/fitness product now available in an interlocking tile. An ideal solution for renovation or high moisture applications.

KEY BENEFITS

- Quick and Easy Installation
 - No adhesives required
- Low Maintenance
 - No sealers or wax needed
- Virtually Odorless
 - Made with virgin rubber
- Class 1 Fire Code
 - Removes safety concerns
- Slip Resistant
 - ADA compliant



HIGH DURABILITY WEAR LAYER

- Low Life Cycle Costs
 - Will not wear like recycled tire based products
- Non-Porous
 - High stain resistance and easy to maintain

STABILITY LAYER

- High static load limit
 - Dual durometer system makes it suitable for heavy cardio and other equipment
- Eco-Friendly
 - Made with recycled content and is 100% recyclable
- Comfort and Anti-Fatigue
 - Superior controlled elasticity provides unsurpassed comfort and anti-fatigue properties



G707 Grey



G986 Marine Blue



G790 Solid Black



G715 Brown



G920 Dark Maple

Texture

Hammered

Thickness

5/16" (8 mm)

Tile Size

24 1/2" x 24 1/2" (62 cm x 62 cm)
(24" x 24" [61 cm x 61 cm] interlocked)

Weight

2.46 lbs./sq. ft. (12.0 kg/m²)

Custom colors available on order. Minimum quantity required.
The degree and type of marbleization may vary from color to color.

WWW.MONDOINDOORSPORTUSA.COM

8 0 0 3 6 1 3 7 4 7

mondo@mondousa.com

RAMFLEX

WEIGHT AND SKATE
RESISTANT RUBBER FLOORING



RAMFLEX

Versatile rubber flooring engineered for weight and skate resistance and the staple surface for fitness.

 **MONDO** INDOOR.SPORT.

SPECIFICATIONS

Texture: Hammered
 Thickness: 15/64" (6mm)
 Roll Width: 6' 1" (1.86m)
 Roll Length: 42' 7" (13m)*

Thickness: 3/8" (10mm)
 Roll Width: 6' 1" (1.86m)
 Roll Length: 29' 6" (9m)*

Tile Dimensions: 36" x 36"
 (0.91m x 0.91m)

COLORS**



Dark Maple G920



Red G741



Brown G715



Beige G712



Grey G707



Blue G710



Marine Blue G986



Solid Black G790

VULCANIZED ADVANTAGE

Mondo's vulcanization process permanently amalgamates individual layers, using high heat and pressure; the product will never separate, and its biomechanical and physical properties will be consistent. Each vulcanized layer offers individual characteristics and benefits.

PERFORMANCE LAYER

- 2mm homogeneous wear layer for high performance with ice skate traffic as well as strength and conditioning equipment
- Straightforward maintenance, requires no finishes or coatings

IMPACT LAYER

- Protects against impact and high intensity training
- Glued down installation eliminates bacteria or mold growth

KEY BENEFITS

- 20+ years life expectancy
- Low cost of ownership

- Provides shock absorption and dimensional stability
- Withstands static loads such as weights and cardio equipment

HEALTH AND SAFETY

- GREENGUARD Gold certified, the most stringent indoor air quality requirement testing
- 100% recyclable; contains pre-consumer, post-consumer recycled content and rapidly renewable material
- Fire resistant

- Meets ADA requirements
- Free of phthalates, PVC, formaldehyde, halogens and heavy metals
- Excellent fungal, bacterial and microbial resistance throughout



Printed in Canada - Revised 12/2016

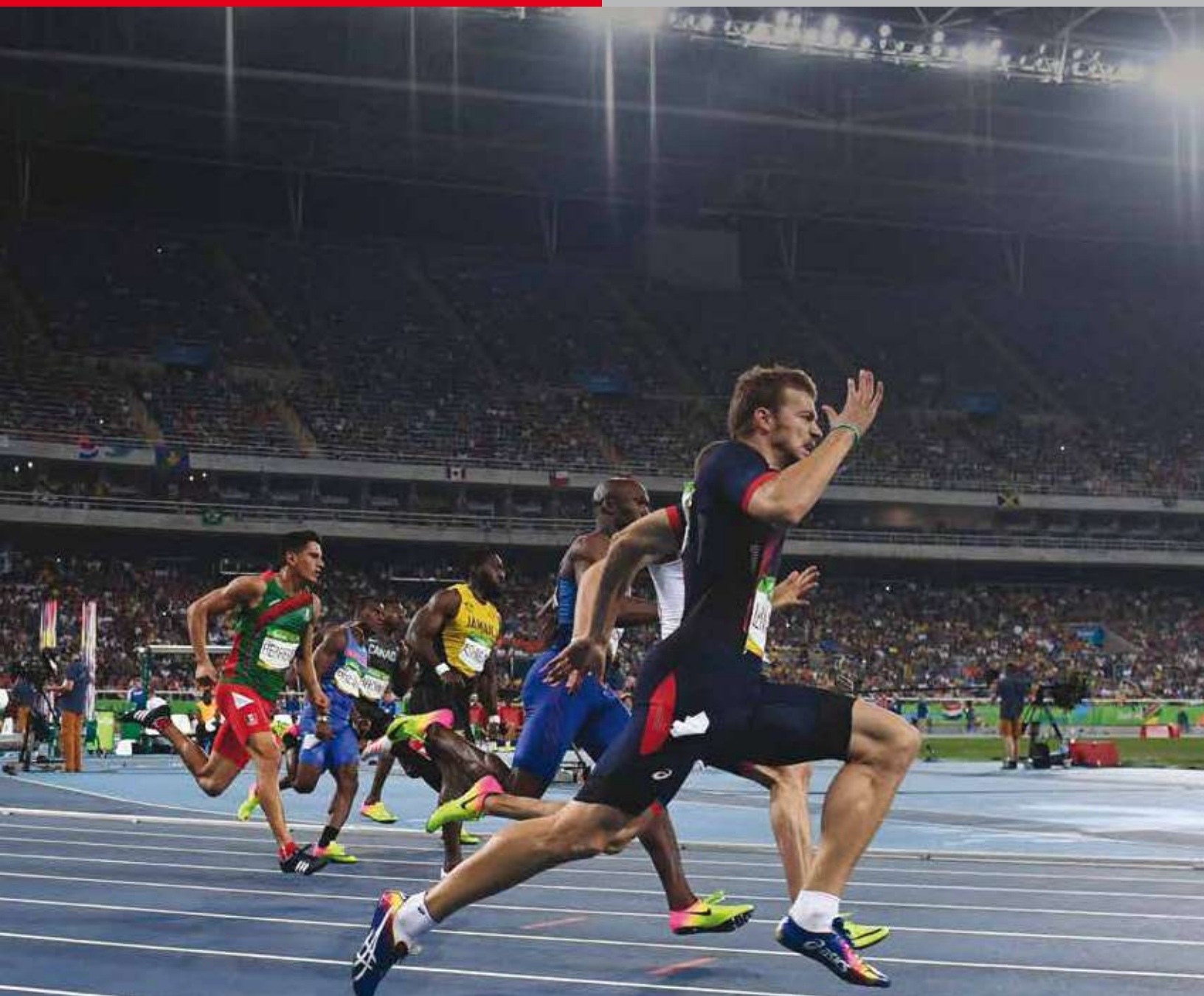
*Average length from production.

**Custom colors available; minimum quantity required.

The degree and type of marbleization will vary.

MONDOTRACK/WS

RECORD BREAKING OLYMPIC SURFACE



MONDOTRACK/WS

Mondotrack/WS is specially designed track surfacing for the optimal athletic performance for competitive events, including the prestigious Olympic Games.

 **MONDO** TRACK & FIELD.

MONDOTRACK/WS



SPECIFICATIONS

Texture:	Mondotrack Embossing
Thickness:	17/32" (13.5mm)
Roll Width:	3' 0" - 6' 0" (0.92m - 1.83m)
Roll Length:	49' 2" (15m)*

COLORS**



Red P30



Cognac P58



Green P10



Dark Green P14



Medium Blue P18



Light Blue P85



Medium Grey P31



Light Grey P70

KEY BENEFITS

- Olympic surface has 2-Phase Vulcanization™ process for dynamic elasticity and consistent response
- Embossed for excellent control over stride length
- Hexagonal layer has perfect combination of cushion, energy storage and return for better speed
- Superb wet and dry grip with 3D Omni-Directional Tessellation™
- Improved comfort, safety and performance with Diamond Air-Cell patented, responsive cushioning

EXPERIENCE

The track surface designed for the Olympic Games is constructed with the optimum blend of energy return and shock absorption making it the perfect platform for competition.

HEALTH & SAFETY

- GREENGUARD GOLD certified for better indoor air quality
- 100% recyclable
- IAAF certified
- Meets ADA requirements
- Granular-free for healthy waterways
- Heavy metal free and will not leach into the environment
- Excellent bacterial, microbacterial and fungal resistance properties



Printed in Canada - Revised 11/2016

*Average length from production.

**Custom colors available; minimum quantity required.

MONDORUN

TRAIN LONGER



MONDORUN



Ideal for fitness training, outdoor parks and recreation, non-competitive recreational tracks, indoor and outdoor jogging tracks.

MONDO TRACK & FIELD.

M O N D O R U N



SPECIFICATIONS

Texture:	Mondorun Embossing*
Thickness:	13/32" (10.5mm)
Roll Width:	3' 0" - 5' 6" (0.92m - 1.70m)
Roll Length:	49' 2" (15m)**

COLORS***



Legion Green P104



Anthracite P105



Game Royal P106



University Red P107



Green Spark P108



Pure Platinum P110



Green Abyss P114



Court Purple P115

KEY BENEFITS

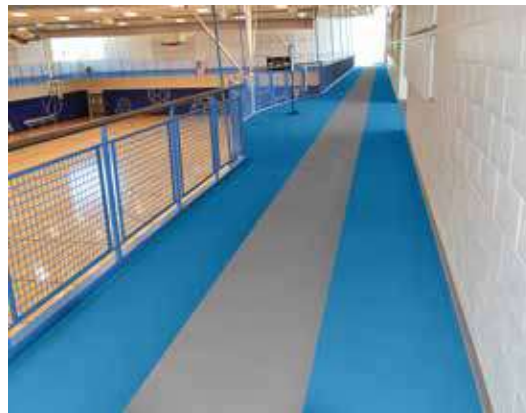
- Cushioned to reduce impact
- Great stability and balance
- Ideal for minimal footwear
- Reduces energy loss
- Allows proper traction

HEALTH & SAFETY

Mondo engineers its products to give runners the best balance of comfort, safety, speed and stability by evaluating and ranking its tracks against the hardest (asphalt) and softest (grass field) surfaces.

SUSTAINABILITY

Prefabricated vulcanized rubber track combines the highly acclaimed Mondo Super X Performance top layer with a backing that incorporates sustainable Nike Grind rubber granules.



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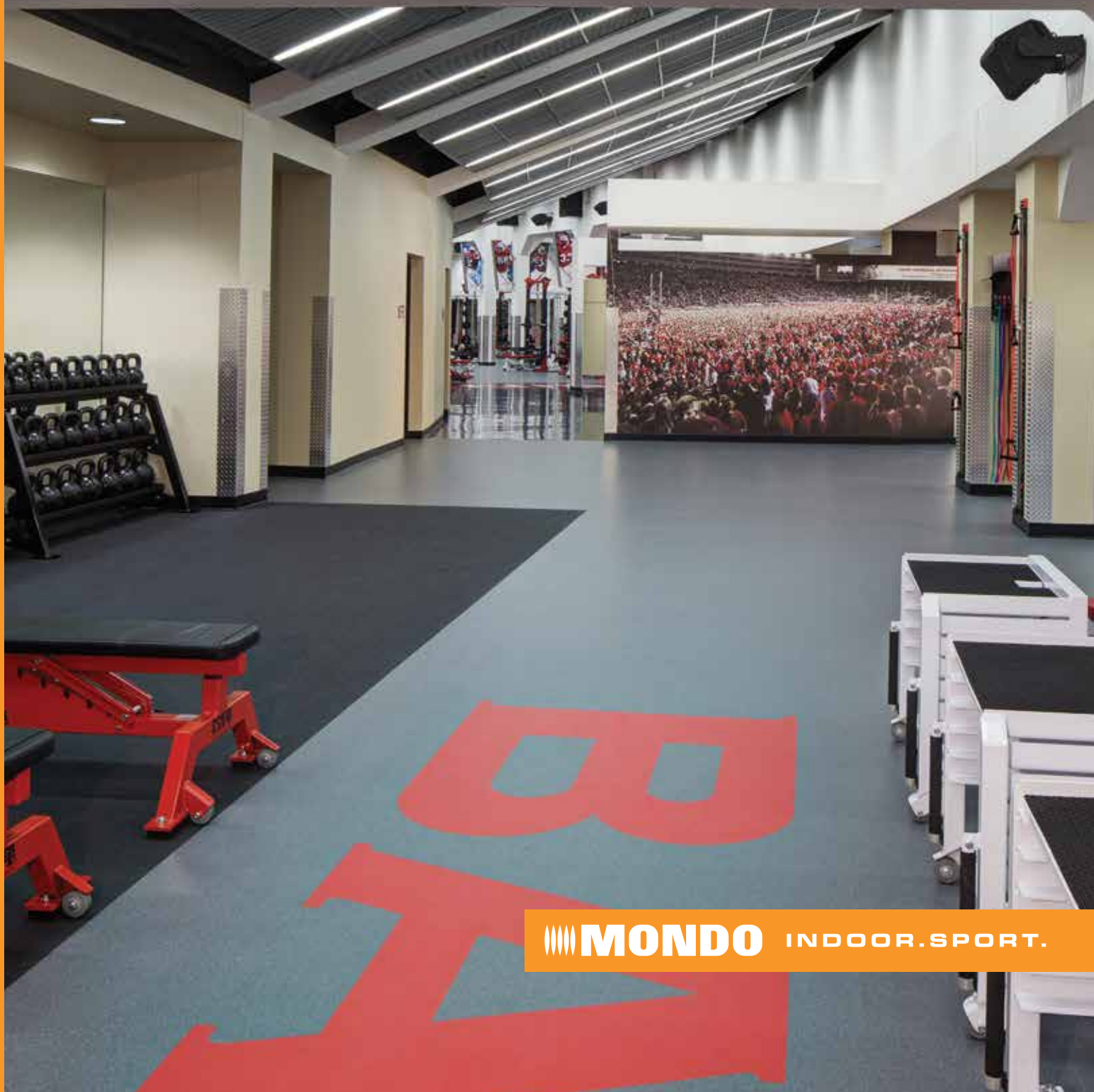
*No use of spikes on MondoRun.

**Average length from production.

***Custom colors available; minimum quantity required.

M O N D O A R M O R

EXCEPTIONAL WEIGHT RESISTANT RUBBER FLOORING



 **MONDO** INDOOR.SPORT.

MONDOARMOR

EXCEPTIONAL WEIGHT RESISTANT RUBBER FLOORING

Unique 18mm vulcanized system (6mm wear layer combined with 12mm underlayment) with 100% virgin rubber strike layer which is engineered to withstand the weight and abuse of sport equipment in strength and conditioning areas. Designed for free weight platforms for use in intensive weight and conditioning activity. Provides outstanding comfort and foot stability. Triple durometer construction (3 layer structure) provides excellent resistance to impact, cutting or ripping, due to a total thickness of 18mm.



STRIKE LAYER

- Solid 3mm homogeneous virgin rubber wear layer
- Engineered to withstand intensive and repetitive impact from strength and conditioning drills and equipment
- Antibacterial and antimicrobial throughout
- Non porous surface provides ease of maintenance and antibacterial protection against:
 - MRSA
 - Odors
 - Allergic reaction from harmful off-gassing
- Highly slip resistant

COMFORT LAYER

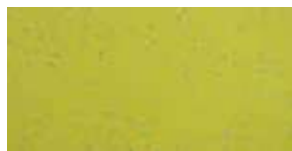
- The unique honeycomb-shaped backing texture is protected under industrial design law
- Optimum stability and comfort to perform for long intensive training sessions
- Unique construction provides superior protection against heavy impact

MONDOARMOR ADVANTAGES

- Triple durometer construction
- 100% recyclable
- High sound absorption characteristics (IIC 48)
- >28% shock absorption (ASTM F2772)
- 2.5mm deformation



ME 14 Gold



ME 12 Lime Green



ME 07 Beige



ME 21 Bright Red



ME 04 Dark Grey



ME 17 Burgundy



ME 10 Blue



ME 16 Black

Texture: Sealskin

I 1/4" (6 mm)*
 1/2" (12 mm)**
 3/4" (18 mm)**

| 6' (1.83 m)
 6' 2" (1.90 m)

*Some application restrictions may apply. This product thickness is not recommended in free weight areas. Custom colors available on order. Minimum quantity required. **Available in rolls only.

A D V A N C E

GYMNASIUM AND MULTIPURPOSE



ADVANCE

Most durable and high performance gymnasium and multipurpose resilient surface in the industry.

 **MONDO** INDOOR.SPORT.

A D V A N C E



SPECIFICATIONS - 2 LAYER

Texture: Smooth matte
 Thickness: 15/64" (6mm)
 5/16" (8mm)
 Roll Width: 6' 1" (1.86m)
 Roll Length: 42' 9" (13m)*

SPECIFICATIONS - 3 LAYER

Texture: Smooth matte
 Thickness: 5/16" (8mm)
 3/8" (10mm)
 Roll Width: 6' 1" (1.86m)
 Roll Length: 42' 9" (13m)*

COLORS**



Emerald
L 35

Dark Green
L 14



Burgundy
L 25

Red
L 41



Orange
L 40

Gold
L 54



Light Grey
L 70

Royal Blue
L 73



Marine Blue
L 86

Black
L 08



Dark Grey
L 06

Sand
L 62



Dark Maple
L 92

* Average length from production
 ** Custom colors available; minimum quantity required.
 The degree and type of marbling will vary.

VULCANIZED ADVANTAGE

Mondo's vulcanization process permanently amalgamates individual layers, using high heat and pressure; the product will never separate, and its biomechanical and physical properties will be consistent. Each vulcanized layer offers individual characteristics and benefits.

- 3-layer Advance Vulcanized (8mm and 10mm) is designed for greater shock absorption, ideal for high impact sports like basketball
- 2-layer Advance New Generation (6mm and 8mm) is ideal for schools, churches and multipurpose rooms

PERFORMANCE LAYER

- Exceeds coefficient of friction standards for improved athletic performance; perfect for basketball and volleyball
- 2mm homogeneous wear layer requires no finishes or coating

COMFORT LAYER

- Provides optimal shock absorption and energy return

KEY BENEFITS

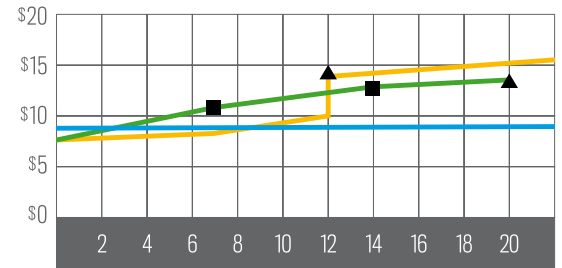
- Dual or triple durometer vulcanized construction
- Will not compress or break down over time
- Withstands static and rolling loads
- 20+ year life expectancy
- Good acoustic properties
- Non-porous surface is easy to maintain
- Lowest total cost of ownership

HEALTH AND SAFETY

- GREENGUARD Gold certified, the most stringent indoor air quality requirement testing
- 100% recyclable
- Fire resistant
- Free of phthalates, PVC, isocyanates, formaldehyde, halogens and heavy metals
- Excellent fungal, bacterial and microbial resistance throughout

PROJECTED LIFE-CYCLE COSTS

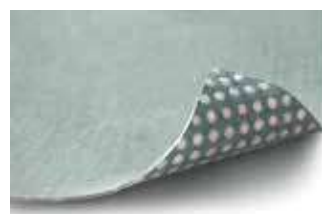
Price Listed in Current U.S. Market | per sq. ft. \$



- Foam Backed Vinyl
- Urethane
- Mondo Advance
- Resurfacing
- ▲ Tear Out and Replace

LOAD DISTRIBUTION LAYER

- Excellent reinforcement against bleachers, tables and chairs
- Gives athletes proper foot support and stability by generating proper force reduction
- Formulated for great resiliency



EVERLAY T

- Eliminates abatement cost
- Minimizes construction delays
- Increases thermal insulation
- Increases sound absorption
- Warranted up to 12 lbs. of moisture
- Allows for temporary installations which can be easily removed for use elsewhere
- Underlayment for moisture problems in renovation

PowerHouse 46H



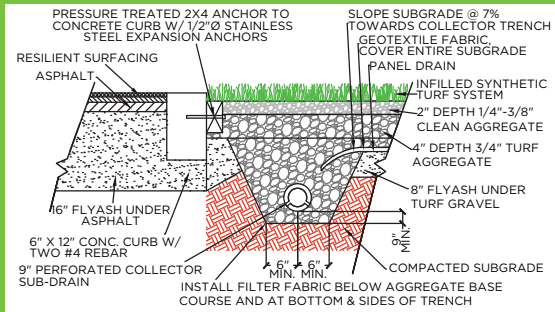
Polyethylene Slit-Film

PROPERTY

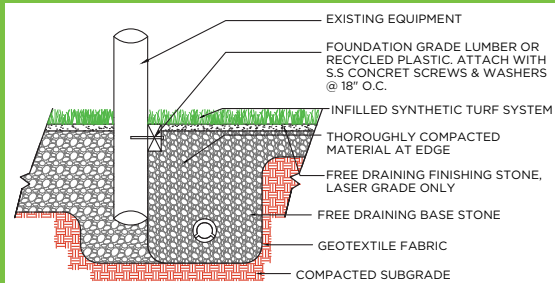
DESCRIPTION

Primary Yarn Polymer	Polyethylene
Yarn Cross Section	Polyethylene Slit Film
Standard Color	Field; Field/Lime
Additional Colors Available	White, Yellow, Red, Florida Blue, Black, Orange, Terra Cotta
UV Stabilized	Yes
Fabric Construction	Tufted
Primary Backing	Dual layered woven polypropylene
Coating Type	SilverBack™ Polyurethane
Perforations	Yes
Polyethylene Yarn Denier/Ends	8000/1 (Slit) 5000/1 (Slit)
Recommended Infill	1 lb. Silica Sand; 3.5 lbs. SBR Rubber
Pile Height	2 1/2"
Pile Weight	46 oz.

FL452-46H

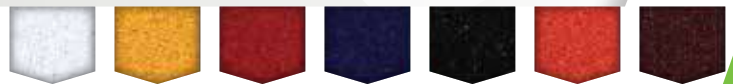


CURB



EQUIPMENT

Standard Line and Field Colors*



APPLICATION

This is a high use field product. This product should be installed outdoors on a compacted aggregate base. The PowerHouse series is made up of some of the most proven and durable fibers in the world. The 2C "Double Coverage" system allows for more face yarn to show off its beautiful colors. This 13,000 denier system will keep your field looking newer, longer.



*Custom colors available upon request

TESTING

POWERHOUSE 46H

FINISHED FABRIC

Nominal Specification

Pile Height (Nominal)

Face Weight

Total Fabric Weight

Primary backing Weight

Secondary Coating Weight

Tuft Bind

Grab Tear Strength (Average)

Lead Content

Total Yarn Linear Density

Tensile Strength (Slit)

Stitch Rate

Machine Gauge

Flammability

Water Permeability w/infill

Fiber Thickness (Slit)

Fabric Width

ENGLISH SYSTEM

Value

Units

2.5

In.

46

oz/yd²

73

oz/yd²

7.4

oz/yd²

20

oz/yd²

>10

lbs.

>200

lbs.

<50

ppm

13,000

Denier

8

lbs.

10.75

Per 3"

1/2

In.

TEST

PASSED

>30

In./Hr.

9.4

mils

15

Ft.

METRIC SYSTEM

Value

Units

63.5

mm.

1560

g/m²

2475

g/m²

251

g/m²

678

g/m²

>4.5

Kg.

>91

Kg.

<50

ppm

14,445

D-TEX

3.6

Kg.

14.11

Per 10 cm

1.27

Cm.

TEST

PASSED

>76

Cm./Hr.

100

microns

4.6

M

ASTM TEST F-1551

Method

D-5823

D-5848

D-5848

D-5848

D-5848

D-1335

D-2256

D-2765

D-1577

D-789

D-5793

D-5793

D-2859

F-1551

D-3218

None



*...train
on the
surface that
lets you
compete*



Plexitrac[®]



Western High School
Davie, Florida



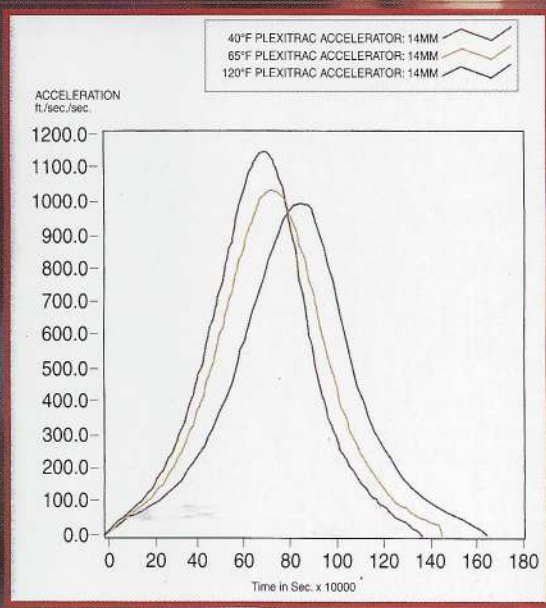
Villa Maria Academy
Pennsylvania



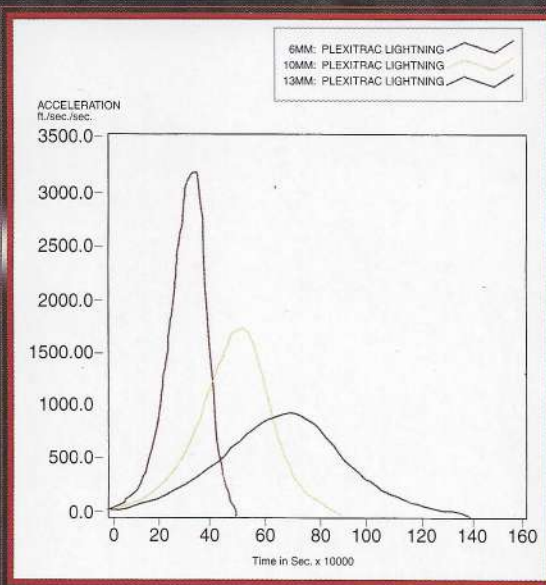
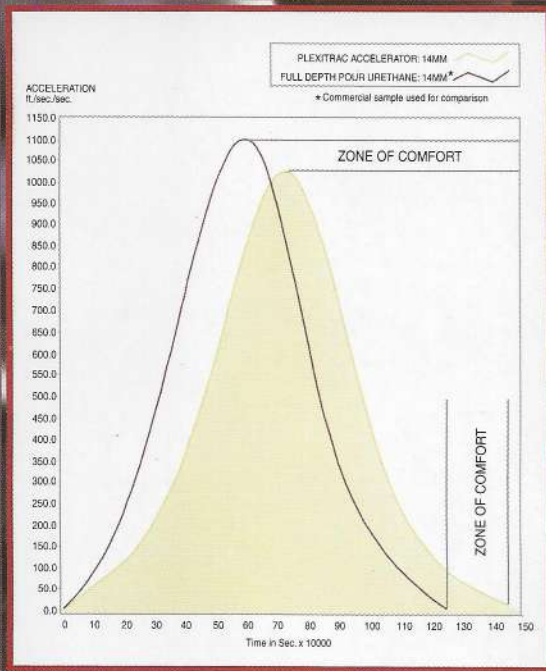
Naval Academy
Mexico



Thu Duc Track
Ho Chi Min City, Vietnam



Temperature		
40°F Accelerator	65°F Accelerator	120°F Accelerator
G Max. 36	G Max. 32	G Max. 31
Severity Index 23	Severity Index 20	Severity Index 19
Temperature change has minimal effect on performance.		



Thickness		
6MM Plexitrac	10MM Plexitrac	13MM Plexitrac
G Max. 100	G Max. 55	G Max. 30
Severity Index 109	Severity Index 43	Severity Index 17

TEST DATA GATHERED USING PRATT SURFA

PolyResin Technology for Peak Performance

Plexitrac is a high performance track surfacing system embodied with today's most technological advances. PolyResin Technology was specifically developed to provide the ultimate in performance and more importantly, enhanced safety for the athlete while training.

Plexitrac's unique structural matrix of select water-based resins provides a durable, cohesive, non-toxic, environmentally friendly track surface with excellent ultraviolet light resistance and long term color stability.

Prepare to Compete

Preparation for competition is arduous and demanding. Allowing the athlete to prepare safely for competition is the ultimate objective of Plexitrac. Plexitrac is formulated to minimize musculoskeletal stress and fatigue, reducing the probability of injuries and accidents.

Calibration of Plexitrac's safety performance has been achieved over the full range of climatic conditions a runner encounters from 40°F to 120°F (4°C - 49°C).

This level of performance over such a broad temperature range is characteristic of Plexitrac's superior PolyResin Technology. There is minimal thermoplastic change. This type of performance is unique, comparing favorably to more expensive urethane systems.

Plexitrac reduces the intensity of impact compared to urethane allowing longer and safer training.

Plexitrac researchers in conjunction with leading scientists from the Massachusetts Institute of Technology (MIT) have found that installation of a full thickness-shock absorbing surface is crucial in achieving proper safety for the athlete. Detailed construction specifications developed for Plexitrac provide an accurate quality control method.

The full construction thickness and controlled density of Plexitrac reduces the peak "spike" effect so common with some tracks. A 50% reduction in thickness yields a 541% increase in severity index.

PolyResin Technology incorporates environmentally safe water-based resins which meet the rigorous athletic standards set by the International Amateur Athletic Federation (IAAF).

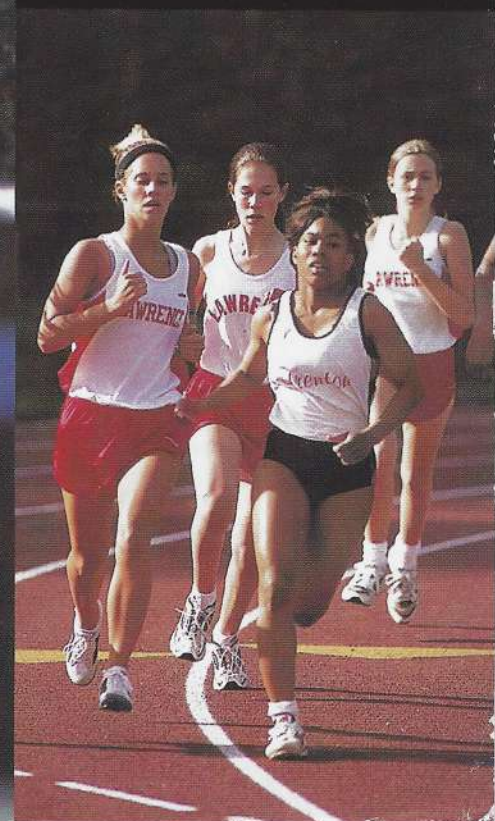
IAAF Test Results*

Force Reduction (23°C)	44.3%
Modified Vertical Deformation (23°C)	1.65 MM
Friction	0.56
Wet-(leather sole)	
Dry	0.67
Tensile Strength	0.37 N/mm ²
Elongation at Break	37%
Relative Wear Resistance (rv)	1.8
(DIN 18035 Part 6)	

*Test conducted by USSL, Hopewell, VA 1997



**...train
on the
surface that
lets you
compete**



The Diversity of Plexitrac



Western High School
Davie, Florida



Villa Maria Academy
Pennsylvania



Naval Academy
Mexico



Thu Duc Track
Ho Chi Min City, Vietnam

The Plexitrac system allows for the specification of the type track to meet the demands of the decision makers, athletes and budget. Plexitrac offers three distinct all weather track systems. Each level provides unique characteristics and attributes.

Plexitrac Lightning is comprised of select black SBR rubber granules bound together with a black pigmented Plexitrac Binder. Lightning is then topcoated with a highly pigmented black polyresin finish coat of either Plexitrac Coating or Surfacer for additional long term strength and ultraviolet light stability.

Plexitrac Flash is the affordable, traditional red track surfacing system. Flash consists of a base layer of black SBR rubber bound together by red Plexitrac Binder for color depth. This substrate is then topcoated with the durable red Plexitrac Surfacer which is comprised of EPDM rubber providing intense color and a medium texture. Also available in green and blue.

Plexitrac Accelerator offers the highest levels of performance for texture, longevity and athletic capability. Accelerator is a colorful highly textured, EPDM surface which provides optimum traction and color intensity. Topcoated with the Polyresin Plexitrac Coating that ensures uniformity and years of ultraviolet light stable color.

Plexitrac System products are available for new installation as well as for retexturing, rejuvenating and enhancing existing asphalt, SBR latex, urethane and Reslite type running tracks.

Service & Support

Plexitrac partners with the finest network of trained field representatives and authorized applicators available in the sports surfacing marketplace. These local installers are knowledgeable in application techniques and problem solving and are backed by an organization long recognized as the world leader in acrylic sport surfacing systems.

Detailed specifications help to insure that both owner and installer are fully aware of scope of work, and that everyone will be satisfied at completion.

Innovation

Plexitrac, manufactured by California Products Corporation, is a market leader in research & development of chemical and biomechanical properties of track materials. Augmented by scientific research conducted by major universities and institutions, Plexitrac represents the next generation of track surfacing systems.

Plexitrac[®]

Polyresin Technology

Plexipave Sport Surfaces

150 Dascomb Road • Andover, MA 01810 USA

978-623-9980 • Fax 978-623-9960

Email: info@plexipave.com

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Plexipave[®]

TENNIS SURFACE SYSTEMS

SURFACE OF THE AUSTRALIAN OPEN

California
SPORTS SURFACES

TOURNAMENT COLORS



AUSTRALIAN OPEN TRUE BLUE



AUSTRALIAN OPEN VELOCITY BLUE



US OPEN BLUE™



PRO PURPLE (INDIAN WELLS)

TOURNAMENT COLORS



PACIFIC BLUE



BRUIN BLUE



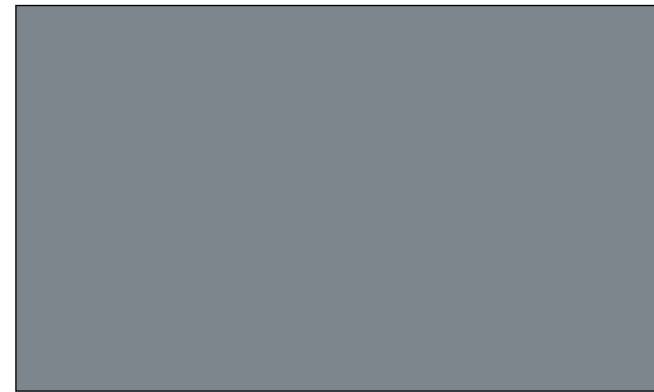
LIGHT GREEN



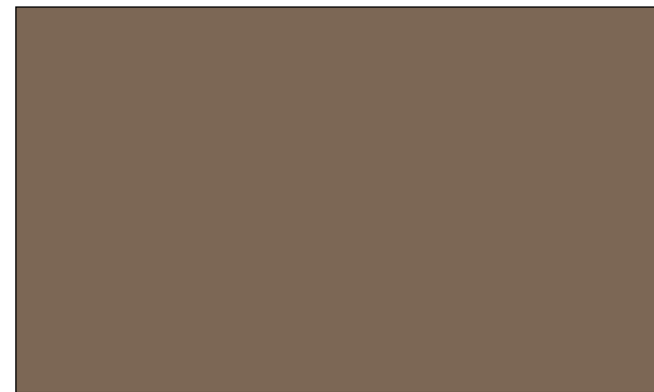
DARK GREEN



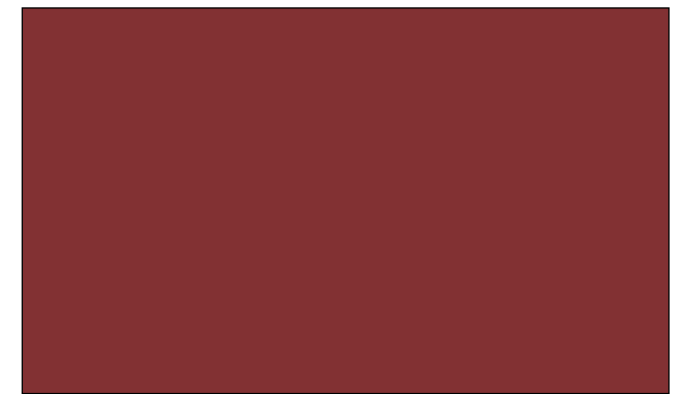
FLORIDA GREEN EBONY



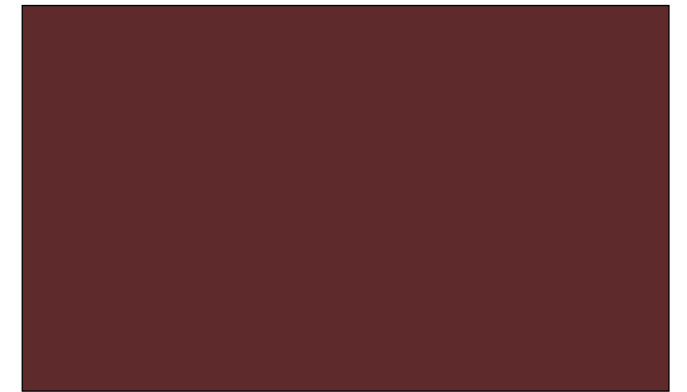
CAPE GRAY



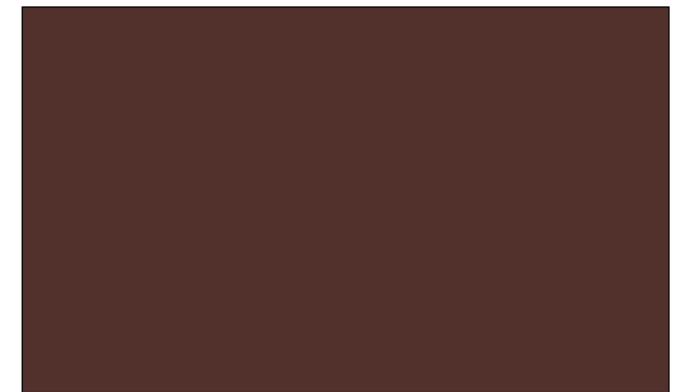
SAHARA SAND



CALIFORNIA RED



MAROON



BROWN

NOTE: Tournament Colors at Extra Charge

Plexipave[®]
TENNIS SURFACE SYSTEMS

Color viewed on your monitor will vary slightly from color of product in container. ProPurple color is at a higher price due to higher pigment costs. US Open Blue is a registered trademark of the USTA, used with permission. Australian Open True Blue and Australian Open Velocity Blue are specially formulated on behalf of Tennis Australia.

TENNIS COURTS



BASKETBALL



RECREATIONAL AREAS



COURT SURFACE COLORS

Plexipave collaborates with owners, governing bodies and event organizers to balance visibility, aesthetics, and surface temperature when choosing court surface colors and backgrounds.

While there are typically no right or wrong colors to use on a court surface, certain colors clearly perform better than others in the game. Ideally, a player wants to have optimal visibility for his or her game. In court sports this is achieved by having the best possible contrast between the ball and the surface. In recreational surfaces it is achieved by a sharp contrast between the specified markings and the recommended or required surface colors. Additional technical considerations include playability and durability, both of which are affected by color choice.

Court aesthetics are also becoming a dominating criteria for court color selection because colors can be used very effectively to build and reinforce facility identity at tournaments and events.

Plexipave Systems are formulated to meet the requirements of players at any level. From Grand Slam events like the Australian Open to recreational competitions, players can rely on the consistency of Plexipave. Plexipave offers a variety of textures to meet the different pace ratings of the International Tennis Federation (ITF).

The Authorized Applicators of the Plexipave System provide a world-wide network of well trained and independent installers. These installers work closely with the technical staff at Plexipave to ensure adherence to the specifications of the desired Court Pace Rating (CPR).

VISIT US ONLINE FOR DETAILED SPECIFICATIONS OF ALL PLEXIPAVE SYSTEMS AND PLEXIPAVE COURT COLORIZER.

ITF RATINGS:



Plexipave®

TENNIS SURFACE SYSTEMS



Plexipave is a California Sports Surfaces' brand.
150 Dascomb Road, Andover, MA 01810, USA
Toll Free: 800.225.1141 | Phone: 978.623.9980 | Fax: 978.623.9960
www.plexipave.com | info@plexipave.com

PART # 910-99 | CS | 15K | 2.14

TITANTRAX SHIELD

Guaranteed Crack Free Tennis Surface



Stronger

Better

*WORKS HARDER..
GOES FARTHER...*

best materials, best methods, best fit for superior protection



ENGINEERED FOR SPORT

that perform better



CARSON PARK , EAU CLAIRE WI

SUPERIOR PROTECTION

- * 5 YEAR WARRANTY
- * QUICK RENOVATION
- * ECONOMICAL
- * MOISTURE BARRIER
- * NO DEAD SPOTS
- * LONG TERM SOLUTION
- * A PROTECTIVE SHIELD



BEFORE



*MUSKOGA ONTARIO CANADA
RESIDENCE*

The TitanTrax Shield forms a long term cover over your court to fix the cracks and to make sure that new cracks do not appear.

The Shield protects and shields the pavement below from the elements and further deterioration.

Other repair processes, individual crack repair systems, treat only the small areas around the cracks on your tennis court. The entire court is then resurfaced looking new. However, many times the repaired cracks will elongate and /or new cracks appear elsewhere on the tennis court after the repair (sometimes in less than a year). You may be left with new color and the same old crack problems.

The TitanTrax Shield is a better long term life cycle and cost effective choice, better than any other crack repair method.



BEFORE

in 5 easy steps.....



PREPARE THE SURFACE



LAY THE SHIELD



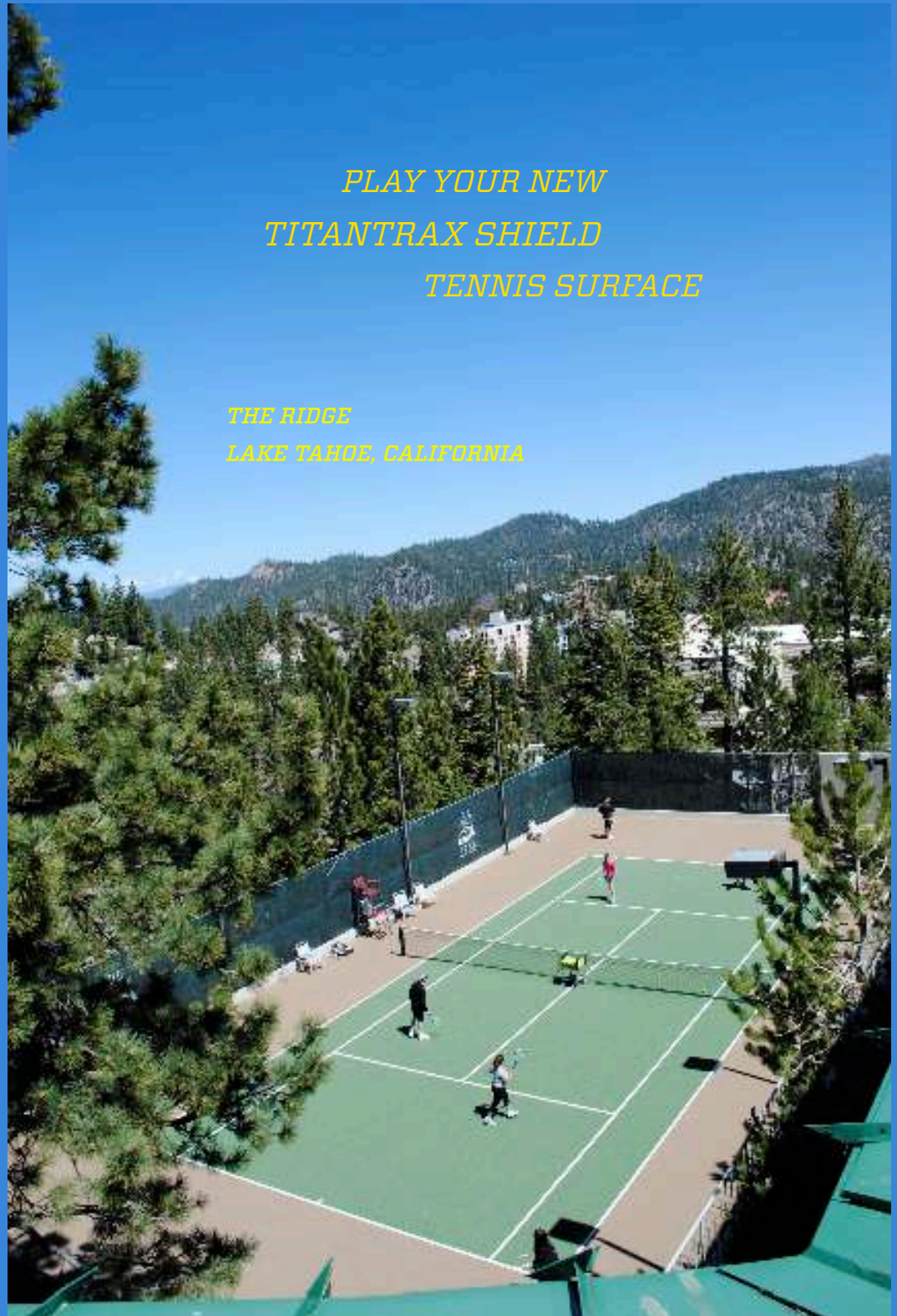
TRIM SHIELD PANELS



SEAM PANELS



COLOR FINISH
TITANTRAX SHIELD



*PLAY YOUR NEW
TITANTRAX SHIELD
TENNIS SURFACE*

*THE RIDGE
LAKE TAHOE, CALIFORNIA*

TITANTRAX SHIELD

Guaranteed Crack Free Tennis Surface

Montclair Kibely Academy
201 Valley Road
Montclair, NJ

Sar-Ko-Par Trails Park
14801 W. 87th St. Pkway
Lenexa KS 66215

Covello Residence
Stamford CT

Conservatory @ Druid Hills
3421 North Druid Hills Road
Decatur, GA 30033

Residential
534 Mount Madonna
Watsonville, CA 95076

Residential
3 Forest Road
Weston CT 06883

Tucson Country Club
2950 N. Camino Principal
Tucson AZ 85715

Renaissance Club
101 Lindale Avenue
Mt. Laurel NJ 08054

Tierra Linda Ranch
289 Oak Alley
Kerrville TX 78028

Merritt at Satellite Place
Duluth GA

Harbor Point
3549 Maritime Glen
Gainesville GA 30506

Oak Creek Estates
1530 Wood Valley Drive
Marietta GA 30066

Sumter High School
2580 McCrays Mill Road
Sumter SC 29154

Residence
Madison Avenue
Huntsville AR 72740

Brandt / Quirk Park
800 Carriage Hill Drive
Watertown WI 53094

Memorial Park
1275 Portland Avenue
Albany CA 94710

Valencia Apartments
5104 E. Van Buren Street
Phoenix AZ

Twin Lights Condo Assoc.
2 Shrewsbury Terrace
Highlands NJ 07732

Granite Bay Apartments
14230 N. 19th Ave
Phoenix, AZ 85023

John Rickett Farm
447353 Concession Road
10, Grey Highlands On
NOC 1JO Canada

Woodpoint Apt
Decatur GA

Fairfield Subdivision
Jonesboro GA

Carson Park
101 Carson Drive
Eau Claire WI 54701

Mt .Paren
1700 Allgood Road
Marietta GA 30062

Residene
Michael Circle
Santa Clara UT 84765

Willow Creek
451 E Sunset Road
Henderson NV 89011

Washburn Rule HS
5900 SW 61st Street
Topeka KS 66619

Rochester TN Conction
2700 22nd Street North
Rochester MN 55902

Lake City Marina
201 S Franklin Street
Lake City MN 55041

Residence
Hawthorne Court
Conyers, GA 30094

Roswell Parks /Cahoon Park
1101 W. Fourth
Roswell NM 88202

Nevada High School
811 West Hickory Street
Nevada MO 64772

Sun Oaks HOA
2587 Congress Way
Medford OR 97504

Barefoot Bay
625 Barefoot Bay Blvd
Barefoot Bay FL 32976

Residence
2701 Garden Lane
Greenwood Village CO

Residence
627 Griscom Drive
Radnor, PA

Residene
82 Mulberry Lane
Atherton CA

Woodpoint Apt
Decatur GA

Hobgood Park
Fairburn GA

Carrolton Parks and Rec.
Carrollton, GA 30112

Lily Lakes HOA
171 Lily Creek Way
Frostproof FL 33843

Shawnee Mission South HS
5800 W 107th Street
Overland Park KS 66207

HOA
485 Dorchester Drive
San Mateo CA 94402



*Shawnee Mission South HS
Overland Park, Kansas*



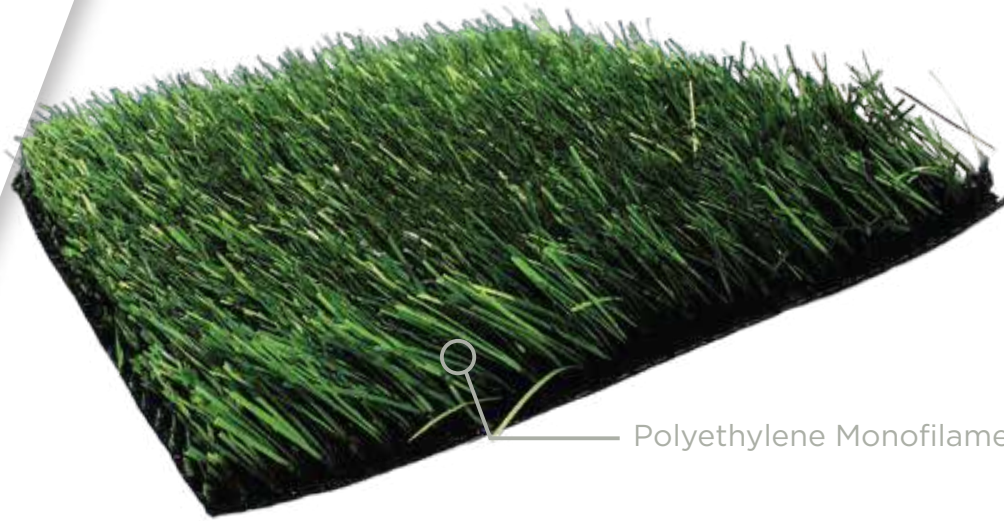
ENGINEERED FOR SPORT

2807 Walker Rd
Chattanooga, TN 37421
800-835-0033

info@ngisports.com / www.ngisports.com



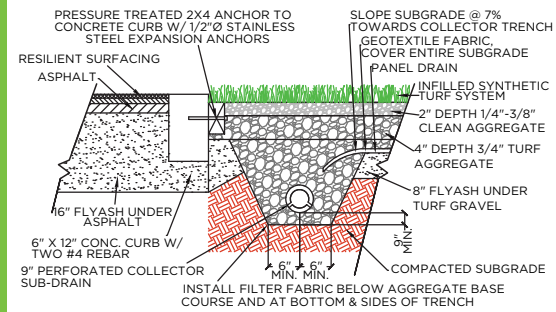
MonoSport Q45



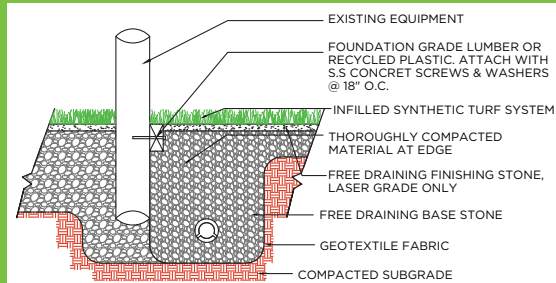
Polyethylene Monofilament

PROPERTY	DESCRIPTION
Primary Yarn Polymer	Polyethylene
Yarn Cross Section	Polyethylene Monofilament
Standard Color	Field/Lime
Additional Colors Available	White; Yellow
UV Stabilized	Yes
Fabric Construction	Tufted
Primary Backing	Dual layered woven polypropylene
Coating Type	SilverBack™ Polyurethane
Perforations	Yes
Polyethylene Yarn Denier/Ends	1800/6
Recommended Infill	1 lb. Silica Sand; 3 lbs. SBR Rubber
Pile Height	2 3/8"
Pile Weight	45 oz.

FL449

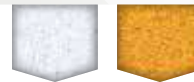


CURB



EQUIPMENT

Standard Line and Field Colors*



APPLICATION

This is a field product. This product should be installed outdoors on a compacted aggregate base. Designed specifically with soccer in mind because the monofilament fibers stand up better for true ball roll.



*Custom colors available upon request

TESTING

MONOSPORT Q45

FINISHED FABRIC

Nominal Specification

Pile Height (Nominal)

Face Weight

Total Fabric Weight

Primary backing Weight

Secondary Coating Weight

Tuft Bind

Grab Tear Strength (Average)

Lead Content

Total Yarn Linear Density

Tensile Strength

Stitch Rate

Machine Gauge

Flammability

Water Permeability w/infill

Fiber Thickness

Fabric Width

ENGLISH SYSTEM

Value

Units

2.375

In.

45

oz/yd²

72

oz/yd²

7.4

oz/yd²

20

oz/yd²

>10

lbs.

>200

lbs.

<50

ppm

10,800

Denier

16

lbs.

8.4

Per 3"

1/2

In.

TEST

PASSED

>30

In./Hr.

29.0

mils

15

Ft.

METRIC SYSTEM

Value

Units

60.00

mm.

1526

g/m²

2441

g/m²

251

g/m²

678

g/m²

>3.6

Kg.

>91

Kg.

<50

ppm

12,000

D-TEX

7.26

Kg.

11

Per 10 cm

1.27

Cm.

TEST

PASSED

>76

Cm./Hr.

310

microns

4.6

M

ASTM TEST F-1551

Method

D-5823

D-5848

D-5848

D-5848

D-5848

D-1335

D-2256

D-2765

D-1577

D-5034

D-5793

D-5793

D-2859

F-1551

D-3218

None



6/19/2014

GameChanger 46Q



SPORTURF™

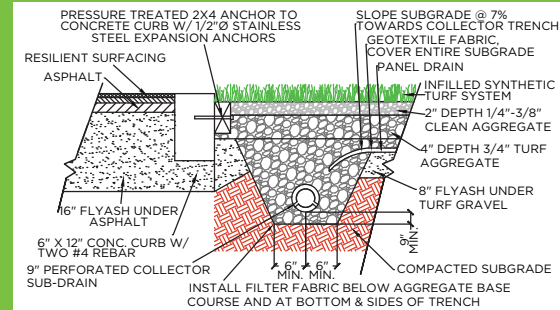


Polyethylene Monofilament

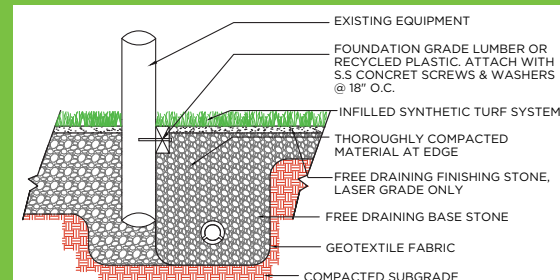
Polyethylene Slit-Film

FL440-46

PROPERTY	DESCRIPTION
Primary Yarn Polymer	Polyethylene
Yarn Cross Section	Polyethylene Monofilament; Polyethylene Slit Film
Standard Color	Field; Field/Lime
Additional Colors Available	White, Yellow, Red, Florida Blue, Black, Orange, Terra Cotta
UV Stabilized	Yes
Fabric Construction	Tufted
Primary Backing	Dual layered woven polypropylene
Coating Type	SilverBack™ Polyurethane
Perforations	Yes
Polyethylene Yarn Denier/Ends	1500/6 (Mono) 5040/1 (Slit)
Recommended Infill	1 lb. Silica Sand; 3.25 lbs. SBR Rubber
Pile Height	2 1/4"
Pile Weight	46 oz.



CURB



EQUIPMENT

Standard Line and Field Colors*



APPLICATION

This is a multi sport field product. This product should be installed outdoors on a compacted aggregate base. The GameChanger series is the world's first tufted fabric utilizing 3 ends per needle. The 3C "Triple Coverage" system allows for more face yarn to show off its beautiful colors. This 14,000 denier system will keep your field looking newer, longer with over 50% more yarn denier above the rubber infill.



*Custom colors available upon request

TESTING

GAMECHANGER 46Q

FINISHED FABRIC

Nominal Specification

Pile Height (Nominal)

Face Weight

Total Fabric Weight

Primary backing Weight

Secondary Coating Weight

Tuft Bind

Grab Tear Strength (Average)

Lead Content

Total Yarn Linear Density

Tensile Strength (Mono)

Tensile Strength (Slit)

Stitch Rate

Machine Gauge

Flammability

Water Permeability w/infill

Fiber Thickness (Mono)

Fiber Thickness (Slit)

Fabric Width

ENGLISH SYSTEM

Value

Units

2 1/4

In.

46

oz/yd²

73

oz/yd²

7.4

oz/yd²

20

oz/yd²

>10

lbs.

>200

lbs.

<50

ppm

14,000

Denier

16

lbs.

8

lbs.

7.5

Per 3"

1/2

In.

TEST

PASSED

>30

In./Hr.

22.0

mils

9.4

mils

15

Ft.

METRIC SYSTEM

Value

Units

57.15

mm.

1560

g/m²

2475

g/m²

251

g/m²

678

g/m²

>3.6

Kg.

>91

Kg.

<50

ppm

15,556

D-Tex

7.26

Kg.

3.6

Kg.

9.84

Per 10 cm

1.27

Cm.

TEST

PASSED

>76

Cm./Hr.

235

microns

100

microns

4.6

M

ASTM TEST F-1551

Method

D-5823

D-5848

D-5848

D-5848

D-5848

D-1335

D-2256

D-2765

D-1577

D-5034

D-789

D-5793

D-5793

D-2859

F-1551

D-3218

D-3218

None



9/22/2014

Fast Grass 40



Polyethylene Slit-Film

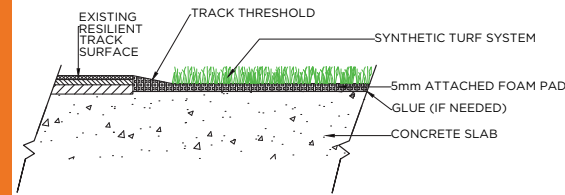
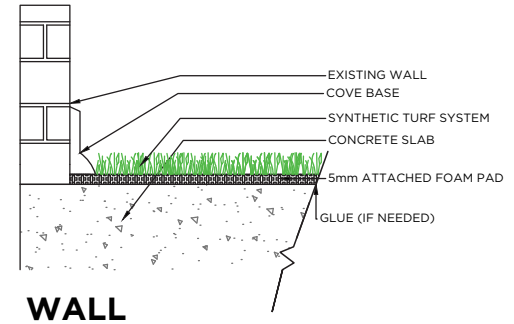
Texturized Nylon

PROPERTY

DESCRIPTION

AT740

Primary/Stalk Yarn Polymer	52% Polyethylene
Secondary/Thatch Yarn Polymer	48% Nylon
Yarn Cross Section	Polyethylene Slit-Film/Texturized Nylon
Standard Colors	Field Green, White, Red, FLA Blue, Yellow, Black
UV Stabilized	Yes
Fabric Construction	Tufted
Primary Backing	Dual layered woven polypropylene
Coating Type(s)	SilverBack™ Polyurethane or 5mm Polyurethane Foam w/fleece
Perforations	Custom only
Polyethylene (Slit-Film) Yarn Denier/Ends	5040/1
Texturized Nylon Denier/Ends(Thatch)	4400/8
Recommended Infill	N/A
Pile Height	3/4"
Pile Weight	40 oz.



Standard Line and Field Colors*



APPLICATION

This non-rubber infilled turf has all the advantages of previous generations and perform even higher in wear and resistance tests. The blend of nylon and polyethylene is an almost perfect 50/50 combination. This gives you the true ball roll of a traditional nylon field, with the softness of the new generation rubber-filled turf. No rubber infill makes maintenance easier, and up to 10% cooler. These systems can also be portable with added 4" or 8" velcro.



*Custom colors available upon request



TESTING

FAST GRASS

FINISHED FABRIC

ENGLISH SYSTEM

METRIC SYSTEM

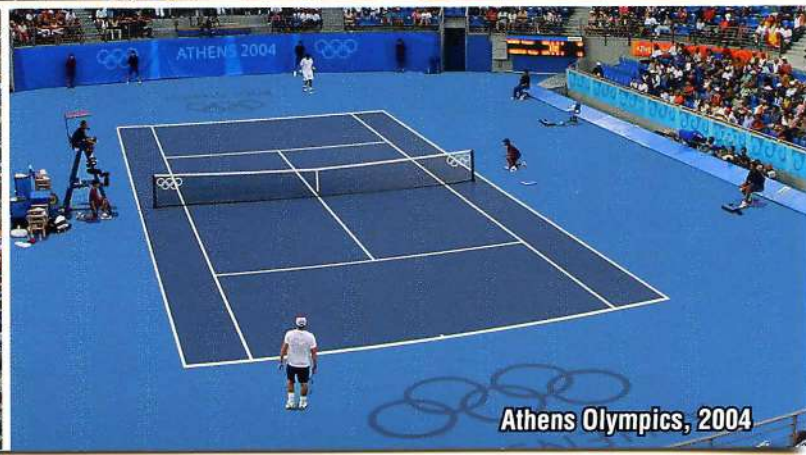
ASTM TEST F-1551

<i>Nominal Specification</i>	<i>Value</i>	<i>Units</i>	<i>Value</i>	<i>Units</i>	<i>Method</i>
Pile Height (Nominal)	3/4	In.	19.05	mm.	D-5823
Face Weight	40	oz/yd ²	1356	g/m ²	D-5828
Total Fabric Weight (5mm Foam)	125	oz/yd ²	4238	g/m ²	D-5828
Total Fabric Weight (SilverBack™)	67	oz/yd ²	2271	g/m ²	D-5828
Primary backing Weight	7	oz/yd ²	237	g/m ²	D-5828
Secondary Coating Weight (Foam)	78	oz/yd ²	2645	g/m ²	D-5828
Secondary Coating Weight (SilverBack™)	20	oz/yd ²	678	g/m ²	D-5828
Tuft Bind	>8	lbs.	>3.6	Kg.	D-1335
Grab Tear Strength (Average)	>200	lbs.	>91	Kg.	D-2256
Lead Content	<50	ppm	<50	ppm	D-2766
Total Yarn Linear Density	9,400	Denier	10,445	D-Tex	D-1577
Tensile Strength	8.0	lbs.	3.63	Kg.	D-5034
Stitch Rate	13.5	Per 3"	17.72	Per 10 cm	D-5793
Machine Gauge	1/4	In.	0.95	Cm.	D-5793
Flammability	TEST	PASSED	TEST	PASSED	D-2859
Water Permeability w/infill	>30	In./Hr.	>76	Cm./Hr.	F-1551
Fiber Thickness	9.4	mils	100	microns	D-3218
Fabric Width	12 & 15	Ft.	3.6 & 4.6	M	None



DecoTurf®


Cushioned Tennis Surface of Champions






DecoTurf®

Cushioned Tennis Surface of Champions




DecoTurf is the most recognized acrylic tennis surface in the world. DecoTurf's multi-layer cushioned tennis surface has been selected for use at the world's most prestigious events, including the US Open since 1978, the 2008 Beijing Olympics, the 2004 Athens Olympic Games, the 2008 Youth Commonwealth Games, the Davis Cup and Fed Cup matches, and at many of the finest facilities around the world.

Industry Leader




DecoTurf has built its reputation by manufacturing the highest quality tennis court surfaces and providing the best customer service and sales support in the industry. Each DecoTurf tennis system is subjected to ongoing in-house and independent laboratory testing. Continuous research and development permits DecoTurf to integrate the latest acrylic polymer technologies with asphalt and concrete surfaces to produce a premier tennis surface.

Performance and Ease of Maintenance



DecoTurf is unmatched in providing a full-depth resilient tennis surface. Its multi-layer cushioned system provides maximum player comfort and exceptional performance. 100% acrylic resins and select SBR rubber granules assure that DecoTurf's cushioned system remains resilient throughout the life of the court. Each DecoTurf court can be fine tuned to provide the speed of play you desire and the textured acrylic finish is highly resistant to weather and ultraviolet degradation.

Outstanding Customer Value



DecoTurf tennis surfaces have been classified by the International Tennis Federation's Court Pace Rating system. DecoTurf is an official surface of the Intercollegiate Tennis Association (ITA), the official all-weather tennis surface of the Professional Tennis Registry (PTR), and a long-term member of the United States Tennis Association and the International Tennis Federation Foundation. DecoTurf has authorized applicator partners around the globe that are trained to install the surface that is known for its consistent speed of play, true ball bounce, durability, low maintenance, vibrant long-lasting colors, and overall customer value.





Olympic Blue



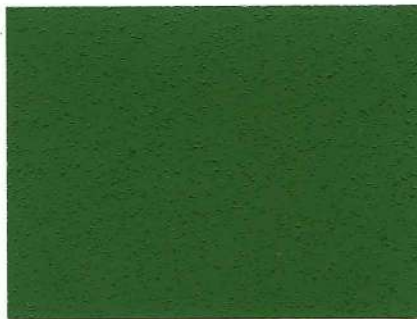
***US Open Blue™**



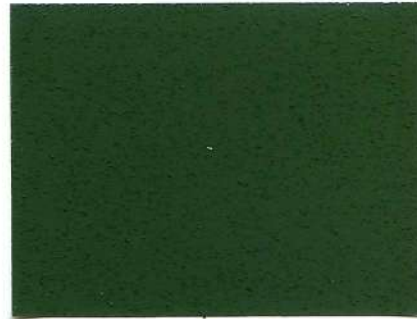
***US Open Green™**



Spring Green



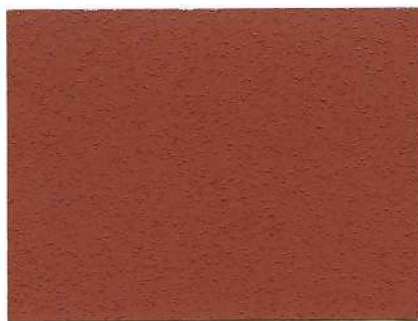
Winter Green



Forest Green



Summer Red



America's Red Clay™



Adobe Tan



Stone Gray



***Royal Blue**



***Tour Purple**

Since all color chips are affected by age, light, heat and printing process, chips on this card may vary slightly in color or finish from actual product in container. Color samples based on DecoColor. Custom colors available, minimum quantities required, special pricing applies. *Due to pigment requirements, these colors are higher in price.

LINE PAINT

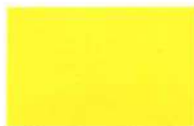
For line marking of tennis courts and play areas. Line Paint is also available in White and Textured White.



Red



Orange



Yellow



Green



Blue




Black




DecoColor[®]

Tennis Surface of Champions




Whether your preference is a traditional green and red court or the eye-catching US Open Blue™ and US Open Green™ color scheme, DecoColor has the colors to match every setting. Choose any combination of twelve vibrant colors to create your own beautiful court. The DecoColor palette is at your fingertips.

The True Colors of Tennis




With DecoColor's multiple texturing options, you can choose a court that suits your game and has been classified by the International Tennis Federation in three different court pace categories. For added comfort, DecoColor can be used in conjunction with our resilient DecoTurf cushioned system. DecoTurf has been selected for use at the USTA Billie Jean King National Tennis Center since 1978 and has been the surface of choice for the 2004 Athens Olympics and the 2008 Beijing Olympics, among other first-class facilities.

Unrivalled Quality



DecoColor has been engineered to resist ultraviolet degradation and withstand severe weather conditions. Deep, rich pigments create vibrant long-lasting colors for your court. Formulated using the latest acrylic polymer technology, DecoColor endures the toughest of conditions, from the severe Arizona sun to the harsh winters of Quebec.

Unmatched Value



DecoColor is the surface for people that don't tour with the pros, but aspire to play like them. Only minimal maintenance is required to keep the DecoColor surface in top condition and looking great for years and, unlike certain clay or synthetic courts, DecoColor does not require regular watering, rolling or sweeping. Just grab your racquet and go!

Vibrant colors, consistent speed of play, long-lasting durability and minimal maintenance make DecoColor unmatched in value. For more information, please visit our website: www.decoturf.com. To locate an authorized Deco applicator in your area, please call **800-DECO1ST, 978-623-9980** or e-mail at info@decoturf.com.

DecoColor

Popular DecoColor Combinations



In: US Open Blue™ • Out: US Open Green™



In: Royal Blue • Out: Stone Gray



In: Summer Red • Out: Adobe Tan



In: Winter Green • Out: Summer Red



In: Forest Green • Out: Spring Green



In: Royal Blue • Out: Olympic Blue

Surfacing Systems



- 1. FILLER COURSE :** Acrylic Resurfacer blended with approved silica sand.
- 2. HEAVY RUBBER COURSE :** DecoTurf® II, specially graded large rubber particles provide the system its distinct cushioned playing characteristics.
- 3. FINE RUBBER COURSE :** DecoBase® II, specially graded fine rubber particles creates a smooth cushioned finish in preparation for the texture and finish courses.
- 4. TEXTURE COURSE :** DecoBase I, blended with DecoColor MP provides a uniform surface texture and determines the speed of play and traction of the court.
- 5. FINISH COURSE :** DecoColor creates a vibrant, durable finish highly resistant to weather and ultraviolet degradation.
- 6. LINES :** A heavy bodied acrylic latex white striping paint, comes in both textured and untextured.



- 1. FILLER COURSE :** Acrylic Resurfacer blended with approved silica sand.
- 2. TEXTURE COURSE :** DecoColor® mixed with silica sand or blended with DecoBase I provides a uniform surface texture and determines the speed of play and traction on the court.
- 3. FINISH COURSE :** DecoColor creates a vibrant, durable finish highly resistant to weather and ultraviolet degradation.
- 4. LINES :** A heavy bodied acrylic latex white striping paint, comes both in textured and untextured.

The above description is a brief overview of the application of this product. Be sure to follow the proper product installation specification sheet for comprehensive installation instructions. Color and scale not representative of actual products.

TOURNAMENTS

US Open
2008 Beijing Olympic Games
2004 Athens Olympic Games
US Open Series Montreal & Toronto
Tennis Master Series Cincinnati
Pilot Pen at Yale University

UNIVERSITIES

US Military Academy
University of Virginia
University of Alabama
University of Michigan
Tulsa University
Pepperdine University

PRESTIGIOUS INSTALLATIONS

Davis Cup Worldwide
Fed Cup Worldwide
Youth Commonwealth Games, India
Jang-Choong Training Center, Korea
Miki Park Beans Dome Miki, Japan
World Team Tennis

Testimonials

"The hard court of choice is the Pro DecoTurf system. This surface is selected for its consistency, ease of maintenance & durability. It offers the ability to control the courts' footing and ball speed."

"Resurfacing of the Open: A Yearly Ritual"

- The New York Times

"...formulated to favor neither offense nor defense and therefore offers a fair test of competitive skills."

- Roger Williams

"The DecoTurf II courts... have come to be seen as the fairest, if not the most appealing surface, on which to crown a champion."

- Tennis Magazine

"It suits a lot of players. It yields truer bounces that don't sit up too high or stay too low. It's just a fair surface."

- USA Today

"...the U.S. Open puts competitors on equal footing. Literally. The tournament's DecoTurf II playing surface caters to heavy hitters and speedy scramblers alike."

- ESPN.com

"DecoTurf is the best surface in the world. The US Open uses it, the Olympics use it. It's consistent in the bounce and very easy to maintain,"

- Robert Harper | Director of Operations for the Turning Stone Resort



Local Applicator

150 Dascomb Road, Andover MA 01810

p: 978.623.9980 **toll free:** 1.800.Deco.1st **f:** 978.623.9970

e-mail: info@decoturf.com **www:** decoturf.com

COMBAT TURF™

FEATURES AND BENEFITS

Combat Turf™ provides a high quality, high performance with a quick install and no mess solution for owners and athletes alike.

This non-rubber infilled turf has all the advantages of previous generations and perform even higher in wear and resistance tests. The blend of nylon and polyethylene is an almost perfect 50/50 combination. This gives you the softness of the new generation rubber-filled turf with easier maintenance and cooler temps. These systems can also be portable with added 4" or 8" velcro.



*“Every category of fitness
we can do under one roof.”*

- Tyron Woodley, UFC Welterweight Champion

COMBAT TURF™

COLORS AVAILABLE



TAN



SLATE



ORANGE



RED



GREEN

ENDLESS APPLICATIONS

- Combative Training
- Circuit Training
- Martial Arts
- Personal Training
- Agility Testing
- Ladder Runs
- Crossfit

**A
Patented
Process
for
Long
Term
Repairs
to
Asphalt
Tennis
Court
Cracks**

ARMOR[®] PROCESSES



STEP 1: Fill cracks up to 4 inches wide



STEP 6: Install wide ARMOR[®] fabric



STEP 2: Sand flush to surface



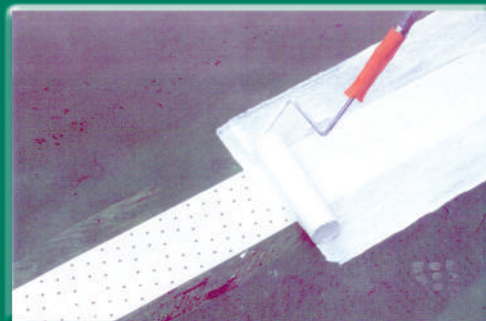
STEP 7: Install yellow ARMOR[®] mesh



STEP 3: Apply ARMOR[®] release tape



STEP 8: Finished...ready to color coat!



STEP 4: Apply liquid adhesive



Crack-Free Surface...Ready for Play!



STEP 5: Install narrow ARMOR[®] fabric



**Toll Free
877-99-ARMOR**

www.armorcrackrepair.com

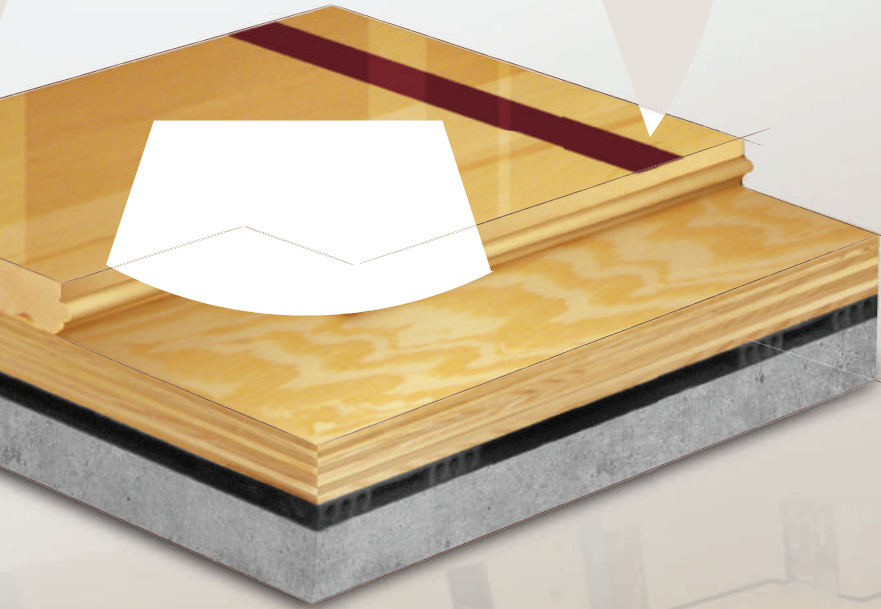


AACER

SPORTS FLOORING

AacerCush II

The AacerCush II floor system combines Aacer maple flooring with 2 layers of an APA plywood underlayment and resilient pads. The result is an economic, versatile athletic floor with increased shock absorbency and energy return that helps reduce injuries. This widely used floating sport floor system is ideal for field houses, gymnasiums, multipurpose rooms and dance floors.



see us at
Sweets.com

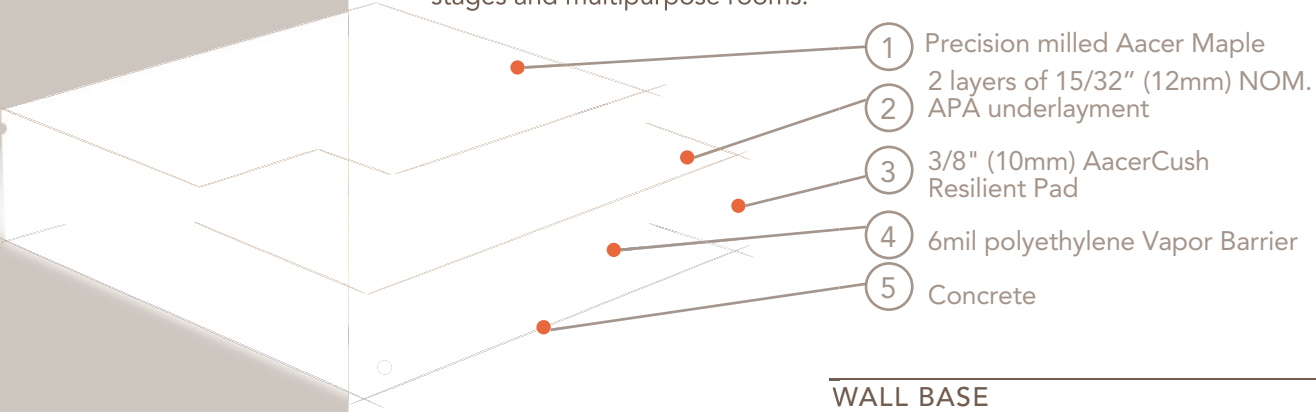


FLOATING



AacerCush II

Increased structural integrity, shock absorbency and energy return makes the AacerCush II one of the most widely accepted athletic flooring systems for field houses, combination synthetic and wood facilities, gymnasiums, dance floors, stages and multipurpose rooms.



Certified*



Green Status
LEED Contributors



FSC® Certified Maple - MRc7
FSC® Certified SubFloor Components - MRc7
EQ - MRc 4.2
Regional Materials - MRc5.1 & 5.2

Optional Versions

EcoDIN, 1/4" and 1/2" Performance Foam

Resilience

AacerCush PVC Pads

Slab Depression

3/8" (10 mm) PVC Pad
25/32" (20mm) flooring - 2 1/8" (54mm)
33/32" (26mm) flooring - 2 3/8" (60mm)

7/16" (11mm) EcoDIN Pad
25/32" (20mm) flooring - 2 1/8" (54mm)
33/32" (26mm) flooring - 2 3/8" (60mm)

1/4" (6mm) Performance Foam
25/32" (20mm) flooring - 2" (50mm)
33/32" (26mm) flooring - 2 1/4" (57mm)

1/2" (12mm) Performance Foam
25/32" (20mm) flooring - 2 1/4" (57mm)
33/32" (26mm) flooring - 2 1/2" (64mm)

Subfloor Construction

Plywood

System Type

Floating System

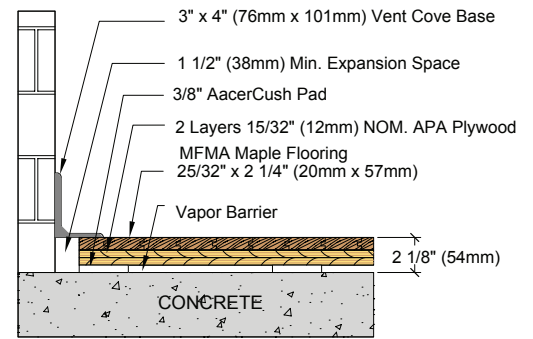
Testing Laboratory



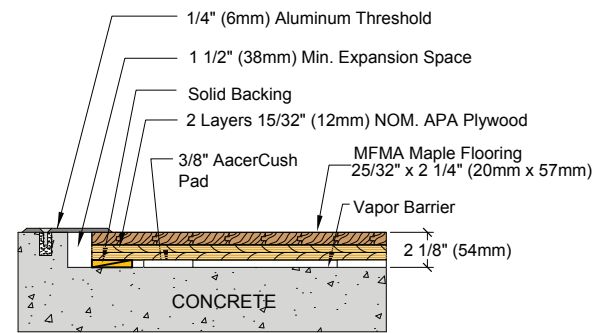
Warranty

Lifetime available

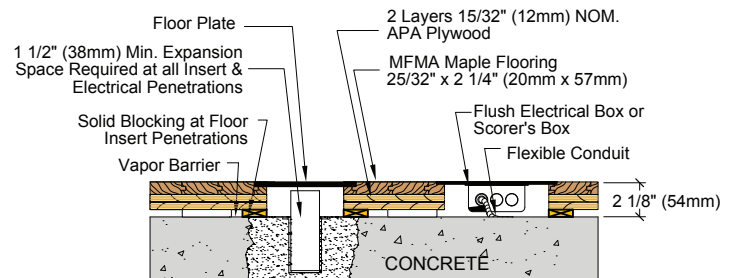
WALL BASE



THRESHOLD



EQUIPMENT



AacerFlooring.com (877) 582-1181

It is the policy of Aacer Flooring to continuously improve its line of products. Therefore, Aacer Flooring reserves the right to change, modify or discontinue systems, specifications and accessories of all products at any time without notice or obligation to purchaser.

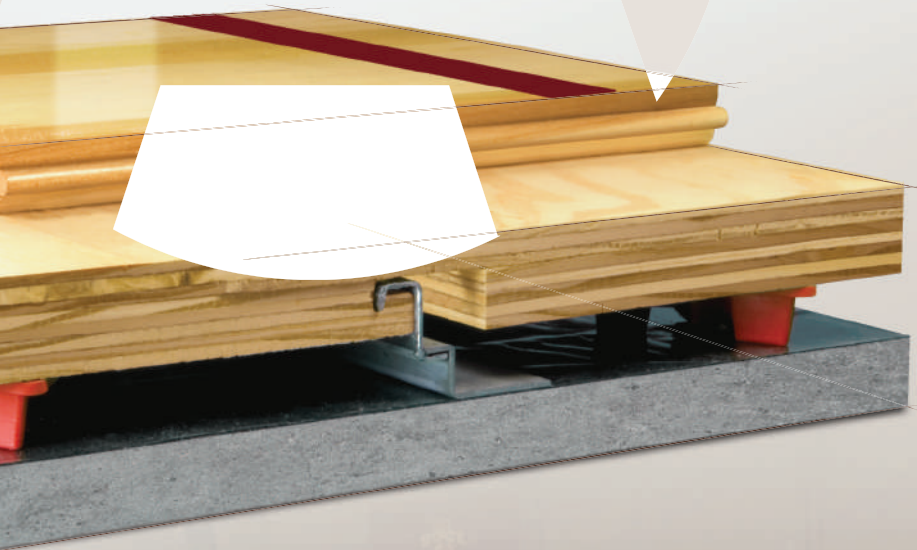


AACER

SPORTS FLOORING

AacerChannel®

A high performance sports floor system with the resiliency and safety of a floating floor and the stability of an anchored system. This unique combination is ideal for large field houses and combination wood and synthetic facilities.



see us at
Sweets.com

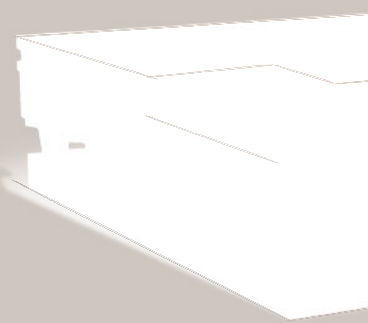


FIXED RESILIENT



AacerChannel®

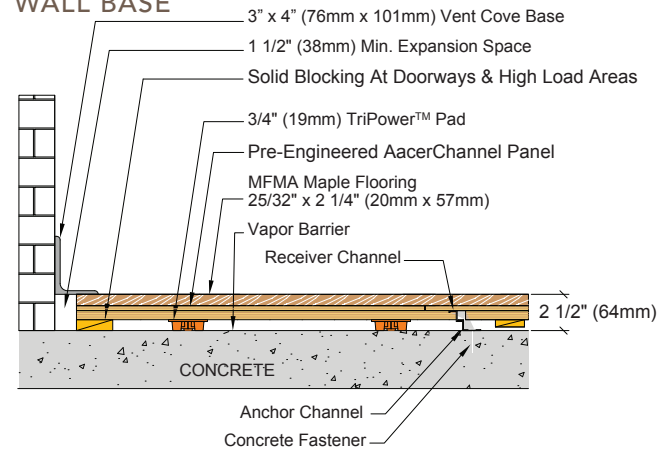
AacerChannel® enhances performance in gymnasiums, dance floors and multipurpose facilities.



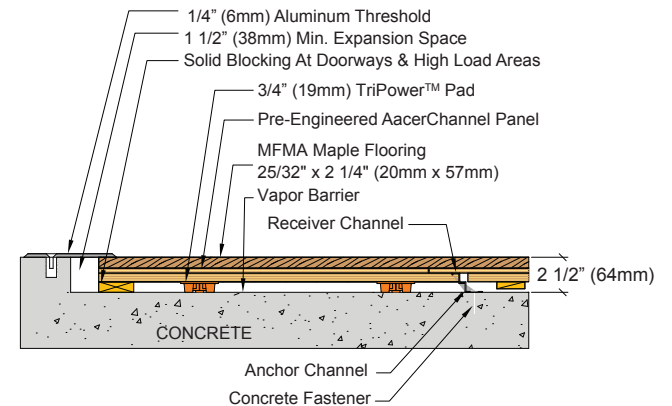
- 1 Precision milled Aacer Maple
- 2 Integrated Panels form a Monolithic Subfloor
- 3 TriPower™ Pad
- 4 16 gauge steel anchored to concrete
- 5 6mil polyethylene Vapor Barrier
- 6 Concrete

Anchorage	Drill and Pin
Certified	
Green Status LEED Contributors	<p>FSC® Certified Maple - Mrc7 FSC® Certified SubFloor Components - Mrc7 EQ - 4.2 Regional Materials - Mrc5.1 & 5.2</p>
Optional Versions	AacerChannel LP
Resilience	TriPower™ Pads *other options available
Slab Depression	3/4" (19mm) TriPower™ Pads 25/32" (20mm) flooring - 2 1/2" (64mm) 33/32" (26mm) flooring - 2 3/4" (70mm) AacerChannel LP with 1/2" (12mm) TriPower™ Pads 25/32" (20mm) flooring - 2 1/4" (57mm) 33/32" (26mm) flooring - 2 1/2" (64mm)
Subfloor Construction	Pre-manufactured panels
System Type	Fixed Resilient
Testing Laboratory	
U.S. Patent#	# 5,647,183
Warranty	Lifetime available

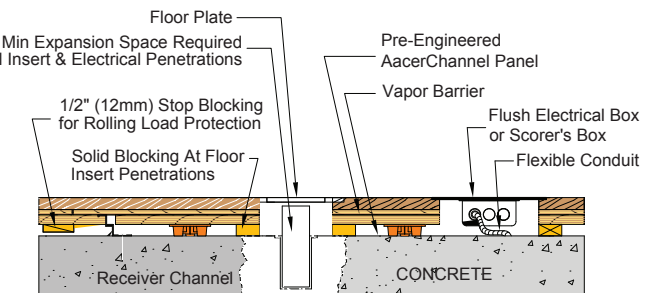
WALL BASE



THRESHOLD



EQUIPMENT

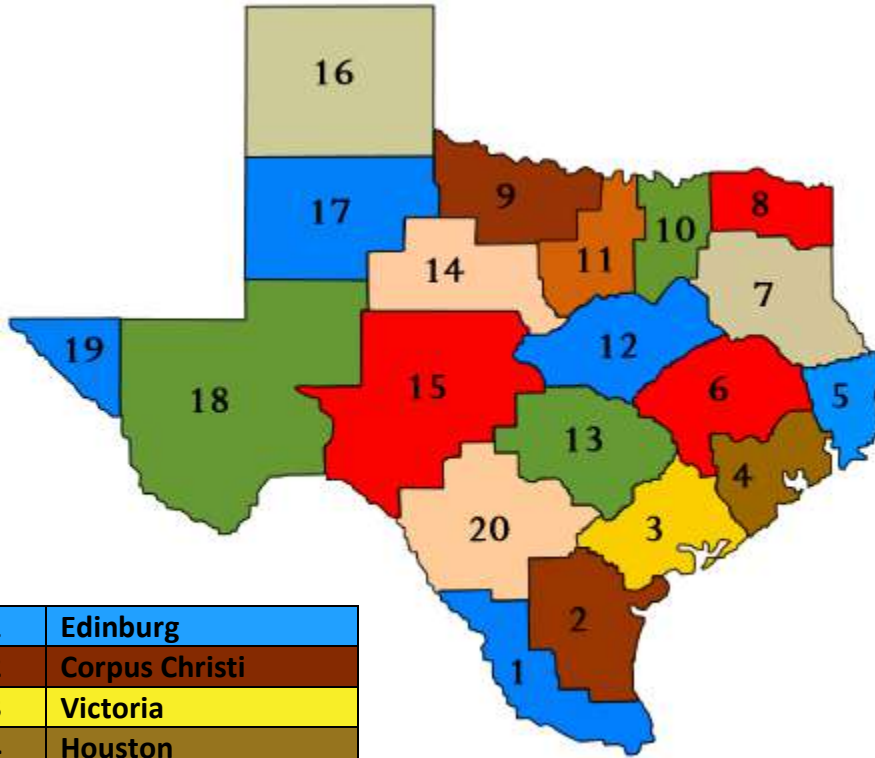


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GEOGRAPHIC-REGIONAL COVERAGE – TEXAS

INSTRUCTIONS: Offerors should complete the form on the following page. Please utilize the Texas Regional Map for a detailed breakdown of regions in Texas.



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

GEOGRAPHIC-REGIONAL COVERAGE – TEXAS

COMPANY NAME:

Instructions: Please check all Texas regions that your firm is able to provide services to if awarded a contract. Complete the pricing increases (or decreases) by a percentage, as applicable. See map above for a visual reference.

TEXAS REGIONS

Region No.	Description	Does your firm service this region? (Y or N)	Additional cost % for region (if applicable)	Reduction cost % for region (if applicable)
1	Edinburg	yes		
2	Corpus Christi	yes		
3	Victoria	yes		
4	Houston	yes		
5	Beaumont	yes		
6	Huntsville	yes		
7	Kilgore	yes		
8	Mount Pleasant	yes		
9	Wichita Falls	yes		
10	Richardson	yes		
11	Fort Worth	yes		
12	Waco	yes		
13	Austin	yes		
14	Abilene	yes		
15	San Angelo	yes		
16	Amarillo	yes		
17	Lubbock	yes		
18	Midland	yes		
19	El Paso	yes		
20	San Antonio	yes		

PRICING FORM

ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES, RFCSP #23-01DP

Proposer must submit all unit price lists and catalogs for athletic surfacing materials manufactured or supplied by proposer which would not already be contained in the published unit price book designated below.

All other materials and labor shall be priced according to the latest version of the RS Means Facilities Construction Cost Book using the "total including overhead and profit column," subject to the Coefficients/Multipliers below, in addition to location factors applicable to the designated price book.

PROPOSED COEFFICIENTS/MULTIPLIERS

The Proposer shall set forth Maximum Coefficients/Multipliers in legible figures in the respective space provided. Failure to submit all Coefficients/Multipliers will result in the Proposal being deemed non-responsive. The Contractor shall perform the tasks required by each individual Job Order using the following Coefficients/Multipliers, which shall be inclusive of overhead, profit and all general conditions/requirements and insurance premiums, but exclusive of any bond premiums. Actual coefficient/multipliers given may be less than the maximum coefficient/multiplier based on the scope and complexity of the project, but may not be more:

	Category	Maximum Coefficient/Multiplier
1.	Normal Working Hours	_ 1.02 _ _ _ _
2.	Other Than Normal Working Hours	_ 0.98 _ _ _ _
3.	Discount/Markup on Non Pre-priced Products or Tasks	_ 1.12 _ _ _ _

MARKETING

Marketing Plan:

I. Executive Summary-

Sport Surfaces Distributing, Inc. is well positioned in the Texas and Arizona marketplace to increase sales of Sport Surfaces through 1GPA.

II. Challenges-

The challenges faced are structural, including national and worldwide economic conditions, and specific, including the competition from other cooperatives and from other vendors.

III. Situation Analysis-

Company- Sport Surfaces Distributing, Inc. has been an athletic surfaces contractor since 1996. They operate in twelve states. They train and promote from within, they primarily utilize long-time employees for labor, not subcontractors.

Customers- Sport Surfaces Distributing, Inc. caters to government and institutional customers exclusively. Through years of experience, they have developed a deep list of satisfied customers.

Competition- The competition from other vendors is stiff, but the athletic surfaces marketplace is a niche market and few others have the resources or the references that we do. We believe we can increase our market share through partnering with 1GPA.

Collaborators- We are affiliated with distributors and material suppliers and partner with contractors in other regions to allow us a national presence in the marketplace. Our collaborators are one of our greatest strengths. Our purchasing volume allows us to be extremely competitive while providing superior levels of service.

Strengths- Experience, reputation, and financial strength.

Opportunities- We see the possibility for the greatest growth in the outdoor market, tennis, fields, and tracks.

Threats- The greatest threats are from new and inexperienced players entering the marketplace.

IV. Market Segments

- K-12

- University
- County Rec Centers
- Private Clubs

V. Marketing Philosophy

Offer customer what they want, what fills their need, rather than what we want to sell.

VI. Marketing Strategy

Products: Represent proven manufacturers with well-respected products. Resist the temptation to sell inexpensive knock-offs for the price advantage.

Price: Leverage volume purchasing power into the lowest prices to the customer.

Place: Be licensed and able to operate in as broad-based a territory as possible. Be ready to expand when opportunity or need arises.

Promotion: Actively work to have our products specified. We do not try to sell as a bid shop, we work directly with owners and designers to meet their needs with the products that are right for them at the lowest prices in the market.

VII. Projections

We see moderate growth in the coming year, and as a result of our market position, we forecast moderate growth for athletic surfacing nationwide.

VIII. Conclusion

We are well positioned in the Texas and Arizona marketplace as well as nationwide to increase sales of athletic surfaces through 1GPA. Our team, experience, good will and economic strength put us in position to take advantage of growth possibilities in the near and long term.

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

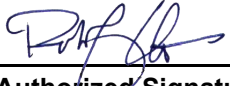
85-0450110
Federal Employer Identification Number

Robert Cohen Co LLC dba Sport Surfaces Distributing Inc
Company Name

Robert J. Cohen
Printed Name

Managing Member
Title

rcohen@sport-surfaces.com
Primary Email (for Contract Inquiries)


Authorized Signature

207 Calle Industrial
Address

Bernalillo New Mexico 87004
City, State Zip

(505)243-2971
Company Telephone Number

Victoria Medina
Accounting / AP Contact Name

vmedina@sport-surfaces.com
Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor shall notify 1GPA of all materials or services provided under this contract and agrees to send a copy of all purchase orders and/or contracts received by members to 1GPA within 10 days. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 23-01DP, Athletic Surfaces, Appurtenances and Minor Structures

Awarded this _____ day of _____ 2022

This contract shall be effective this _____ day of _____ 2022

1GPA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Approved By: Deer Park Independent School District

Signature: _____ Date: _____

Printed Name: _____ Title: _____

NON-COLLUSION AFFIDAVIT

State of New Mexico

County of Sandoval

Robert J. Cohen
Name

Managing Member
Title

Robert Cohen Co LLC dba Sport Surfaces Distributing Inc
Company Name


As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive bid, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Bidder.

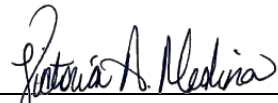
The Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S § 15-213(O) has occurred.

Signed: 

Title: Managing Member

Subscribed and sworn to before me

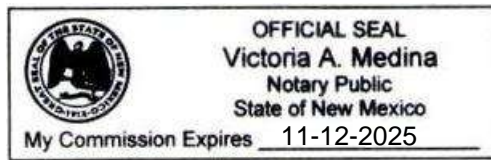
This 25th day of May, 2022


Signature of Notary Public in and for the

State of New Mexico

County of Sandoval

My Commission Expires on November 12, 2025



THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR RESPONSE

Remote online notarization is permitted in Arizona under A.R.S. §41-371 through 41-380 and should contain the statement "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at <https://azsos.gov/business/notary/enotary>.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 INSTRUCTIONS

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to proposal in the Response Attachment section of the DPISD eBid System)

DPISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding

Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits DPISD from entering into a contract resulting from this RFCSP with a business entity unless the business entity submits a Disclosure of

Interested Parties (Form 1295) to DPISD at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1294 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom DPISD contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - All vendors must complete Form 1295, even if no interested parties exist
 - In Section 2, insert “Deer Park ISD”
 - In Section 3, insert the RFCSP # for this proposal
- (2) print a copy of the completed form (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity sign the form
- (4) notarize the form
- (5) submit the completed, signed, notarized Form 1295, with the certification of filing, by attaching the form to your proposal in the Response Attachment section of the DPISD eBid System

DPISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After DPISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from DPISD.

CONFLICT OF INTEREST QUESTIONNAIRE - INSTRUCTIONS

Deer Park Independent School District (DPISD) and 1GPA are required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with DPISD and 1GPA or who seeks to do business with DPISD and 1GPA must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of DPISD and/or 1GPA or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of DPISD and/or 1GPA, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of DPISD and/or 1GPA.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

“Business relationship” means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3)*.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

- **1GPA Procurement Officers include:**

Ken Carter, Executive Director
Claudia Leon, Director of Procurement
Rebecca Seifert, Procurement Specialist

- **DPISD Current local government officers include:**

John Knowlton, Director of Purchasing
Current DPISD Board of Trustees, as identified on the District's website

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIO form, sign and date it.

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Robert Cohen Co. LLC dba Sport Surfaces Distributing Inc

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?


Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

05/25/2022

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement 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”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor’s Name/Company Name: Robert Cohen Co LLC dba Sport Surfaces Distributing Inc

Authorized Official Company Name: Robert J. Cohen

You must select one and sign below:

- Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

Detail of Convention(s): _____

(Attach additional pages if necessary)

Signature of Company Official: 

Date: 05/25/2022

CRIMINAL HISTORY: CONTRACTOR EMPLOYEES (As Applicable)

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. IGPA will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by IGPA; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Robert Cohen Co LLC

On behalf of dba Sport Surfaces Distributing Inc (“Contractor”), I the undersigned authorized signatory for Contractor, certify to 1Government Procurement Alliance (“IGPA”) that [check one]:

None of Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor’s employees are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify IGPA in writing within 3 business days.
- (3) Upon request, Contractor will provide IGPA with the name and any other requested information of covered employees so that IGPA may obtain criminal history record information on the covered employees.

Or

Some or all of Contractor’s employees are *covered employees*, but Contractor does not have access to results of a criminal history search of same. If this box is checked, I further certify that:

- (1) Contractor has ensured that all employees have submitted all information necessary for the LEE Fast Pass process.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify IGPA in writing within 3 business days.
- (3) Upon request, Contractor will provide IGPA with the name and any other requested information of covered employees so that IGPA may obtain criminal history record information on the covered employees.

If IGPA objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at IGPA.

I also certify to IGPA on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22, or if Contractor does not have access to results of a criminal history search of same, that Contractor has ensured that all subcontractors have submitted all information necessary for the LEE Fast Pass process.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.


Signature

Managing Member
Title

05/25/2022
Date

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidding companies that have been certified as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) Yes No
Vendor certifies that this firm is a HUB (Required by some participating agencies) Yes No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.


Contractor's Name/Company Name: Robert Cohen Co LLC dba Sport Surfaces Distributing Inc

Address, City, State, and Zip Code: 207 Calle Industrial, Bernalillo, NM 87004

Phone Number: (505)243-2971 Fax Number: (505)243-2975

Printed Name and Title of Authorized Representative: Robert J. Cohen, Managing Member

Email Address: rcohen@sport-surfaces.com

Signature of Authorized Representative:  Date: 05/25/2022

ANTITRUST CERTIFICATION STATEMENT

Texas Government Code
§2155.005

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

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below.
2. In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.
3. In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the company has directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the company listed.


Vendor Name Robert Cohen Co LLC dba Sport Surfaces Distributing Inc
(Please Type or Print)

Address 207 Calle Industrial
Bernalillo, NM 87004

Phone (505)243-2971 Fax (505)243-2975

Email rcohen@sport-surfaces.com Website www.sport-surfaces.com

Name of Person Submitting Bid Robert J. Cohen

Signature  Date 05/25/2022

Position with Company Managing Member

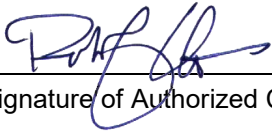
DEBARMENT CERTIFICATION

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.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Robert Cohen Co LLC dba Sport Surfaces Distributing Inc

Company Name



Signature of Authorized Company Official

Robert J. Cohen

Printed Name

Managing Member

Date

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.


Vendor's Name: Robert Cohen Co LLC dba Sport Surfaces Distributing Inc

Address, City, State, and Zip Code: 207 Calle Industrial, Bernalillo, NM 87004

Phone Number: (505)243-2971 Fax Number: (505)243-2975

Printed Name and Title of Authorized Representative: Robert J Cohen, Managing Member

Email Address: rcohen@sport-surfaces.com

Signature of Authorized Representative: 

Date: 05/25/22

2CFR SECTION 200 CERTIFICATIONS

The following certifications and provisions are required and apply when a 1GPA Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between 1GPA, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX ii TO 2CFR PART 200

(A) Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Pursuant to Federal Rule (A) above, when 1GPA Member expends federal funds, 1GPA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(B). Termination for Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when 1GPA Member expends federal funds, 1GPA or its Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. 1GPA also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if 1GPA believes, in its sole discretion that it is in the best interest of 1GPA to do so. Vendor will be compensated for work performed and accepted and goods accepted by 1GPA as of the termination date if the contract is terminated for convenience of 1GPA. Any award under this procurement process is not exclusive and 1GPA reserves the right to purchase goods and services from other vendors when it is in 1GPA's best interest.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(C). Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."

Pursuant to Federal Rule (C) above, when 1GPA Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES Initials of Authorized Representative of Vendor

(D). Davis-Bacon Act

[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or

2CFR SECTION 200 CERTIFICATIONS

subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when 1GPA Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor 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 U.S.C. 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.

Pursuant to Federal Rule (E) above, when 1GPA Members expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by 1GPA resulting from this procurement process.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(F). Rights to Inventions Made Under a Contract or Agreement

If the 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 of 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(G) Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

2CFR SECTION 200 CERTIFICATIONS

(H) 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 1986 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term of an award for all contracts by 1GPA resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by 1GPA Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by 1GPA resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials

When federal funds are expended, Member and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Member, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

2CFR SECTION 200 CERTIFICATIONS

(K) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the Member, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(L) Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the Member, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by 1GPA Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When 1GPA Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of 1GPA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except

2CFR SECTION 200 CERTIFICATIONS

where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES mm Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

Does Vendor agree? YES mm Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES mm Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES mm Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.


Vendor's Name: Robert Cohen Co LLC dba Sport Surfaces Distributing Inc

Address, City, State, and Zip Code: 207 Calle Industrial, Bernalillo, NM 87004

Phone Number: (505)243-2971 Fax Number: (505)243-2975

Printed Name and Title of Authorized Representative: Robert J. Cohen, Managing Member

Email Address: rcohen@sport-surfaces.com

Signature of Authorized Representative: 

Date: 05/25/2022



The following is a Cooperative Solicitation, released via Deer Park Independent School District as the lead agency of 1Government Procurement Alliance:

Request for Competitive Sealed Proposal (RFCSP) #23-01DP ATHLETIC SURFACES, APPURTENANCES AND MINOR STRUCTURES

- Proposal Due Date and Time:** May 25, 2022 at 11:00 A.M. Arizona Time (1:00 P.M. Central)
- RFCSP Opening Location:** Opening will be held publicly online through Vast Conference. Use the link below to join the conference.
 Join from PC or Mac: <https://meet.vastconference.com/43837524>
 Call by Phone: Toll-Free US/CAN 1-800-719-7514
 Enter Conference Code: 438375
- Electronic Submittals:** OpenGov Procurement – <https://secure.procurenow.com/portal/1GPA>
 See enclosed information for submittal instructions.
- Last Day for Questions:** May 13, 2022
- Pre-Proposal Conference:** Not Applicable

Deer Park Independent School District / 1Government Procurement Alliance (1GPA), will receive Competitive Sealed Proposals for the materials or services specified, electronically via OpenGov Procurement, until the time and date cited. Proposals received by the correct time and date shall be opened, via OpenGov Procurement, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Proposal shall remain confidential until award is made. Late solicitations shall not be considered.

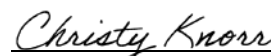
To be considered, solicitations shall be submitted electronically via OpenGov Procurement, <https://secure.procurenow.com/portal/1GPA>. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this solicitation should be directed to:

Rebecca Seifert, Procurement Specialist
Email: rseifert@1gpa.org
Phone: 480-524-2593



John Knowlton, Director of Purchasing
Deer Park Independent School District (DPISD)



Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date: April 19, 2022

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Federal:

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Texas:

Texas Government Code Chapter 791, Interlocal Cooperation Act is available at
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.791.htm>

Texas Education Code Chapter 44 is available at
<http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.44.htm>

Texas Government Code Chapter 2253 is available at
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2253.htm>

Texas Government Code Chapter 2269 is available at
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2269.htm>

Texas Local Government Code § 262 Purchasing and Contracting Authorities of Counties is available at
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.262.htm>

Texas Local Government Code § 271 Purchasing and Contracting Authority of Municipalities, Counties and other Local Governments is available at
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.271.htm>

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state visit the 1GPA website at <http://1gpa.org/state-statutes/>

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies and non-profit organizations to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

1GPA provides contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a Government Purchasing Cooperative or Interlocal Agreement. All of the contracts awarded by our organization are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's Lead Governmental Entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

“Attachment” means any item the Solicitation requires the Offeror to submit as part of the Proposal.

“Contract” means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement of Scope of Work/Services; the Proposal and any Solicitation Amendments or Contract Amendments.

“Contract Amendment” means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

“Contractor” means any person who has a Contract with the 1GPA.

“Cost” means the aggregate cost of all materials and services, including labor performed by force account.

“Days” means calendar days.

“DPISD” means Deer Park Independent School District, the lead agency for the procurement and award of any resulting contract under this solicitation.

“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

“Governing Body” means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

“Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

“Member” means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

“Offer” means a response to a Solicitation.

“Offeror” means a person submitting a Proposal in response to a Request for Competitive Sealed Proposal

“Person” means any corporation, business, individual, union, committee, club, other organization or group of individuals.

“Procurement Officer” means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

“Purchase Order or PO” means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

“Responsible Bidder or Offeror” means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

“Responsive Bidder or Offeror” means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bid, Request for Proposal or Request for Competitive Sealed Proposal.

“Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

“Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposal (“RFP”) or a Request for Qualifications (“RFQ”). A “Request for Proposal” may also mean a “Request for Competitive Sealed Proposals,” where required by applicable law.

“Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

UNIFORM TERMS AND CONDITIONS

SECTION I – TERMS AND CONDITIONS GOVERNING SOLICITATION

1. Inquiries

- A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.
- C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFCSP will be accepted in writing through May 13, 2022 by 5:00 p.m. Request may be transmitted via email or submitted through the OpenGov Procurement online portal. Responses and amendments to this RFCSP, if necessary, are scheduled to be issued by May 18, 2022 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this RFCSP shall be directed to Rebecca Seifert, Procurement Specialist at rseifert@1gpa.org or submitted via the OpenGov Procurement portal located at <https://secure.procurenow.com/portal/1GPA>.
- D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead agency personnel.
- E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- F. **Proposal Opening:** Proposals shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Proposals shall be opened immediately following the bid due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time and pricing, to the extent feasible. All Offers and any modifications and other information received in response to the RFCSP shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.
- G. **Time Stamp:** Proposals will be time stamped when received by OpenGov Procurement. They will be accepted up to but no later than the time indicated in the Request for Competitive Sealed Proposal (RFCSP). Proposals received after the time stated in the RFCSP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.
- H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Proposal Preparation

- A. **Forms** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections** - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal.
- C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

UNIFORM TERMS AND CONDITIONS

- D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.
- E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.
- H. **Tax Exempt Status** – 1GPA members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of 1GPA members. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. 1GPA and its members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.
- I. **Tax Responsibilities of Vendor** - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold 1GPA and its member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

- J. **Disclosure** - If the firm, business, or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:
1. Addenda/Amendments;
 2. Special Instructions, Terms and Conditions;
 3. Uniform General Terms and Conditions;
 4. Scope of Work/Specifications;
 5. Attachments;
 6. Exhibits;

UNIFORM TERMS AND CONDITIONS

7. Uniform Instructions to Offerors.

- L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. Submission of Proposal

- A. **Proposal Submission** - Each Proposal shall be submitted electronically to OpenGov Procurement by the due date and time at <https://secure.procukenow.com/portal/1GPA>. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than OpenGov Procurement.
- B. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time.
- C. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

Vendor, lead agency and 1GPA agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor, 1GPA, and lead agency understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

- D. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:
 - 1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and for Arizona, the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred; and
 - 2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Federal Executive Order 11246; and
 - 3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and
 - 4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and

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5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and
6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
7. By submission of this Proposal, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
8. It is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
9. It verifies that: (1) it does not, and will not for the duration of the contract, have a policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply.
10. It verifies that (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

4. **Additional Information**

- A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered.
- C. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- D. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- E. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- F. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel the Solicitation.

5. **Award**

- A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, by an incremental award, by region, or by location, as indicated

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within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

- B. **Contract Inception** - A Proposal does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by 1GPA and its lead agency with an authorized signature on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and its lead agency signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Governing Board Policy set forth by Deer Park ISD. Protests shall be in writing and be filed with John Knowlton, Director of Purchasing of Deer Park ISD. Instructions on how to file a protest are located on Deer Park ISD's website under Governing Board Policy.

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SECTION II – TERMS AND CONDITIONS GOVERNING AWARD OF CONTRACT

1. Cooperative Purchasing

- A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.
- B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.
- C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and vendor. Vendor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

- D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.
- E. **Applicability of Terms and Conditions to Members** – Terms and conditions contained in the Uniform Terms and Conditions purporting to govern the relationship between a Member and any Offeror are intended to provide minimum contract protections for the Members. In the event of any conflict between any terms and condition contained in a binding contract or purchase order between a Member and any Offeror and terms and conditions contained herein, terms and conditions agreed to by the Member and Offeror shall control, to the extent legally permissible.
- F. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFCSP is Deer Park Independent School District.

2. Contract Interpretation

- A. **Application of Law** – The law of Texas applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Texas.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract. Offeror acknowledges that not all materials and services solicited by 1GPA and lead agency may lawfully be purchased by all types of Members under each Member's applicable state or federal law. If awarded a Contract, Offeror agrees not to make any binding representations to any Member as to the Member's ability to purchase a particular material or service through 1GPA, and neither 1GPA nor lead agency shall be responsible for an Offerors representations to Members in this regard.

1GPA has lead agencies in Arizona and has its home office in Phoenix, therefore, all 1GPA contracts comply with the Arizona Procurement Code, Title 41, Chapter 23, the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, and the Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

- B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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- C. **Relationship of Parties** - Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.
 - D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
 - E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
 - F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
3. **Contract Administration and Operation**
- A. **Records** - The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
 - B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
 - C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.
 - D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
 - E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.
 - F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.
 - G. **Usage Reports** - The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.
 - H. **Submission of Usage Reports** - Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.
 - I. **Purchase Orders/Contracts** - All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

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- J. **Invoicing of Administration Fee** – Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law.

Administrative Fees shall be paid to "1GPA" and mailed to:
1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

- A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.
- B. **Billings** - Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.
- C. **Payment** – Texas Government Code § 2251.021 shall govern when payments are due to the Vendor. For Members whose governing body meet only once a month or less, payment terms shall be a minimum of forty-five (45) days. For Members whose governing body meet more than once a month or more often, payment terms shall be a minimum of thirty (30) days.
- 1GPA members in other states shall follow the laws on the State they reside.
- D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
 2. Purchase order describes the amounts or percentages and the dates or frequency of payments
 3. Payments are made in full compliance with Member's local governing entity rules
- E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.
- G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

- A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

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- D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. Risk and Liability

- A. **Risk of Loss** - Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. Force Majeure

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

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7. Warranties

- A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
 - 1. A quality to pass without objection in the trade under the Contract description;
 - 2. Fit for the intended purposes for which the materials or services are used;
 - 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.
- E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.
- F. **Survival of Rights and Obligations after Contract Expiration or Termination**
 - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof
 - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. Contractual Remedies

- A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

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9. Contract Termination

- A. **Cancellation for Conflict of Interest** - 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract.
- C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance.
- D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

Vendor understands that Vendor is ineligible to receive a contract award with 1GPA if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689).

- E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- F. **Cancellation for Non-Performance or Contractor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
1. Providing material that does not meet the specifications of the contract;
 2. Providing work and/or material that was not awarded under the contract;
 3. Failing to adequately perform the services set forth in the scope of work and specifications;
 4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
 5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
 6. Performing work or providing services under the contract prior to receiving a 1GPA reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- G. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.
- H. **Continuation of Performance through Termination** - The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

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10. **Contract Claims and Dispute Resolution**

Deer Park ISD is the lead agency for this contract and all disputes are governed by the laws of the State of Texas, without regard to its provisions on conflicts of laws.

Any dispute involving a 1GPA member and Vendor outside of Texas shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirements**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following, where applicable:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

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- E. **Criminal History Review** – Prior to commencing any work under the Contract, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by TEX. EDUC. CODE Section 22.0834: or Vendor has ensured that such covered employees have submitted all information necessary for the LEE Fast Pass process in order for 1GPA and/or its Members to obtain: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with such requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP or at CP school district members' locations; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies only if Vendor contracts with HCDE/CP to provide services; it does not apply to a contract for the purchase of goods, products or real estate.
- F. **Fingerprint and Background Checks** – Where applicable, in accordance with Arizona Revised Statute § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.
- G. **Terrorism Country Divestments** – Where applicable, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.
- H. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- I. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.
- J. **Boycott of Israel** – Public entities and Members of 1GPA, as applicable, may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- K. **Boycott Energy Companies** – Contractor represents and warrants that (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.
- L. **Discrimination Against Firearm Industry** – Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.
- M. **2CFR Section 200 (EDGAR)** – When a 1GPA 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, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2CFR 200 Certification Form contained within this document.

UNIFORM TERMS AND CONDITIONS

- N. **Conflict of Interest.** Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire within seven (7) business days after the later of: The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or the date the person becomes aware of facts that require the statement to be filed.
- O. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women’s business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.
- P. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- Q. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least \$1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

<https://www.ethics.state.tx.us/tec/1295-info.htm>

https://www.ethics.state.tx.us/whatsnew/faq_form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on August 15, 2022 and shall continue for a period of two (2) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
2. **CONTRACT EXTENTION:** The Contract may be extended for up to three (3) additional one-year terms. Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
3. **CONTRACT TYPE:** The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed/unit price, or a combination of both with indefinite quantities. For all other materials or labor, the Contract shall be priced as a coefficient or multiplier applied to the latest version of the RS Means Facilities Construction Cost Book.
4. **FORM OF CONTRACT:** The Contract shall be the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement of Scope of Work/Services; the Proposal; and any Solicitation Amendments or Contract Amendments, in the order of precedence set forth in the Uniform Terms and Conditions. Partial offers will be considered.
5. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.
6. **PROPOSAL ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires a Proposal in response to this Solicitation to be valid and irrevocable for forty-five (45) days after the opening time and date.
7. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this RFCSP. Address each requirement in the same order as has been requested.
8. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.
9. **TIME STAMP:** Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in the Request for Competitive Sealed Proposal (RFCSP). Proposals received after the time stated in the RFCSP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.
10. **AWARD:** Award(s) will be made to the Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous and Best Value to 1GPA for its Members based on the factors set forth in the RFCSP. No other factors or criteria may be used in the evaluation. The procurement file shall contain the basis on which the award is made.
11. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future

SPECIAL TERMS AND CONDITIONS

requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts may be awarded by individual line item, groups of line items, incrementally, by region, or by location. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members. Offeror should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA. Offerors are not required to propose on all items specified in this RFCSP.

12. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.
13. **PRICING:** Contract pricing must be based upon:
 - 1) Fixed discount(s) off published price list(s) or catalog(s)
 - 2) Firm fixed/unit price
 - 3) Multipliers or coefficients applied to the latest version of the RS Means Facilities Construction Cost Book; or
 - 4) A combination of the above
14. **COMBINATION PRICING:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
15. **DISCOUNTS:** Discount offers must clearly identify percent of discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction discount(s) during the term of contract. Pricing can be provided via an MSRP, a manufacturer's list price, a vendor's catalog or price list, etc. Contractors shall continuously monitor and provide price updates when available.
16. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers may include prices for any and all items proposed under the contract. Fixed prices shall be firm until the first anniversary date of contract. Contractors may submit price adjustments for fixed pricing one time per year for each manufacturer for each year thereafter, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to 1GPA. The document must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
17. **PRICE ADJUSTMENT FOR COEFFICIENTS/MULTIPLIERS:** Coefficients/multipliers shall be applied to the current applicable RS Means Facilities Construction Cost Book. Coefficients and multipliers may not be increased during the Contract Term.
18. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
19. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFCSP. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

SPECIAL TERMS AND CONDITIONS

- 20. QUANTITIES:** 1GPA estimates considerable activity resulting from this award. A current list of 1GPA Members may be found at:

<https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0>

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

In compliance with TEX. GOV'T. CODE § 2269.403(b), 1GPA is estimating the annual aggregate contract amount for all contracts awarded under this solicitation for the entire 1GPA cooperative program at \$40 million. When utilizing a JOC contract awarded under this solicitation, as defined in Chapter 2269 of the Texas Government Code, each governmental entity must approve their own job order, task, or purchase order that exceeds \$500,000. TEX. GOV'T. CODE § 2269.403(c).

- 21. SHIPPING TERMS:** Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed (as indicated in the pricing section of this project) to Member's location. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.
- 22. DELIVERY:** Contractor shall deliver conforming materials in each installment under this contract and may not substitute nonconforming materials. 1GPA reserves the right to declare a breach of contract if contractor delivers nonconforming materials to any Member under this contract.
- 23. PROTECTION OF MEMBERS:** The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. Offeror shall make good any such damage, injury or loss caused by its operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine its equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. Offeror agrees that it is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by Offeror. Offeror shall be liable for any and all damage caused by it or its employees or agents to the Member premises. The Offeror shall indemnify, hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, property damage or bodily injury resulting from Offeror's goods or services. Vendors shall maintain such insurance as will protect it and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

- 24. TRAINING:** The Contractor shall train designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment.
- 25. BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Proposal by any vendor but is only enumerated in order to advise potential offerors of the requirements of 1GPA. Any Proposal which proposes like quality, design or performance will be considered.
- 26. NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.

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27. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
28. **DEFECTIVE PRODUCTS:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.
29. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.
30. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
31. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.
32. **FEES AND PERMITS:** At the Member's request, Contractor shall be responsible for obtaining any and all permits required to perform installations. All required fees and permits must be included in the total proposal price. The installation shall be in complete compliance with City Building and Fire Codes.
33. **INSPECTION:** The job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.
34. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The offeror shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
35. **CLEAN UP:** Offeror shall, always, keep the premises free from accumulation of waste materials or rubbish caused by its operations. Upon completion of services, Offeror shall remove all waste materials and rubbish or surplus materials from and about the Member's premises. If the Offeror fails to clean up, the 1GPA Member may do so and the cost thereof shall be charged to the Offeror.
36. **WARRANTY:** All items offered shall be covered by the manufacturer's standard warranty, and for such period as provided for by applicable law. Each Proposal must include a complete and exclusive statement of any product warranties.

BILLINGS: All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
37. **INSURANCE AND BONDS:** Offerors shall procure and maintain until all of their obligations have been discharged, including any warranty periods are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the provision of goods and services under this contract. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

SPECIAL TERMS AND CONDITIONS

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFCSP. Offerors shall provide coverage with limits of liability not less than those stated below.

A. Commercial General Liability-Occurrence Form

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

General Aggregate - \$2,000,000
Products-Completed Operations Aggregate - \$1,000,000
Personal and Advertising Injury - \$1,000,000
Each Occurrence - \$1,000,000

The policy shall be endorsed to include the following additional insurance language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.

B. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000.

The policy shall be endorsed to include the following additional insured language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.

C. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Higher limits shall be required based on the applicable state law of the Offeror.

D. Property Insurance

Contractor's awarded contracts for construction or expansion of buildings may be required to obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

E. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain the following provisions:

- a. The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- b. Payment and Performance Bonds: All proposers must submit proof of available bonding capacity. Pursuant to Texas Government Code Chapters 2269 and 2253, any purchase order or job order in excess of \$25,000 shall require statutory payment bonds, and any purchase orders or job orders in excess of \$100,000 shall require statutory performance bonds.

38. **SPILLAGE:** Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.

SPECIAL TERMS AND CONDITIONS

- 39. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.
 - B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify 1GPA or Member and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

- 40. OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

- Workers' Compensation Insurance
- Federal and State Unemployment Taxes
- Federal and State Withholding and Reporting Requirements
- Unemployment Compensation Insurance
- Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Offeror or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Offeror to provide services exclusively to 1GPA and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Offeror's employees.

Offeror agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

- 41. EMPLOYEE IDENTIFICATION:** All employees **must** check in at the front office of each Member site, and otherwise comply with any other security requirements of the Member. The Vendor's employees must have identification badges at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name

SPECIAL TERMS AND CONDITIONS

on it. Failure to have any of these items may result in the employee being refused access to a Member's site or escorted off of a Member's property.

SCOPE OF WORK

1. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

Deer Park Independent School District is the Lead Agency for this solicitation. Located in Harris County, Texas, Deer Park ISD is comprised of 15 schools and several support buildings and enrollment has grown to over 12,600 students since 1930 when the first school opened. Located about 20 miles southeast of downtown Houston, the district's boundaries include most of the City of Deer Park as well as portions of Pasadena, Lynchburg and Highlands.

2. SCOPE OF WORK

This is not an “all or nothing” solicitation. Offerors are encouraged to respond to any portion or category of products and services requested in the scope of work herein.

1GPA, through its Lead Agency, is seeking companies who can provide the goods and services required for the installation, repair and maintenance of the following Athletic Surfaces and Minor Athletic Structures:

- Natural or Synthetic Athletic Field Surfaces, Materials and Appurtenances
- Track Surfaces and Field Event Surfaces, Materials and Appurtenances
- Pool/Natatorium Surfaces
- Basketball Court Surfaces/Flooring and Appurtenances
- Tennis Court Surfaces and Netting
- Athletic Fencing
- Press Boxes, Concession Stands, Restroom Facilities, Storage Buildings
- Bleachers and Seating
- Canopies and Pavilions
- Striping, Markings, Logos, Signage
- Scoreboards and Media Displays
- Stadium/Field/Court Lighting

This solicitation will not/may not be used for the construction of new major athletic facilities (i.e. stadiums, sports complexes, gymnasiums).

Members shall be responsible for hiring any architects or engineers required under Texas law for the preparation of drawings and specifications required for any services purchased under this Solicitation. Additionally, Members shall be responsible for obtaining other necessary professional services, including land surveying, geotechnical engineering, and materials testing. Under Texas law, vendors are not permitted to provide Members with any of the above architectural or engineering services through a purchasing cooperative.

EVALUATION CRITERIA

EVALUATION CRITERIA

Representatives of 1GPA will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of 1GPA and its Members and satisfy the requirements of the RFCSP.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. 1GPA evaluates Proposals based on best value to members. Evaluation of the proposal will be based on the following criteria and weights:

1. **Pricing Proposal:** 30 Points
2. **Quality of Vendor's goods and services:** 25 Points
3. **Reputation of the Vendor and Vendor's goods and services and References:** 20 Points
4. **Financial Stability of Vendor:** 15 Points
5. **Vendor's Warranty Program:** 10 Points

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

1. SUBMITTAL REQUIREMENTS

ELECTRONIC SUBMITTAL - REQUIRED: An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Proposals will be time stamped when received by OpenGov Procurement. Proposals will be accepted up to but no later than the time indicated in this Solicitation or as amended in writing by 1GPA. Proposals will not be received or considered after the time stated in this Solicitation (or as amended). Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Proposal Due Date and Time to begin the uploading process and to finalize your submission.

2. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS THROUGH OPEN GOV PROCUREMENT:

Each proposal should be submitted on the forms and in the format specified. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this Solicitation. Complete each section on the Open Gov Procurement platform for this Project. Items marked with an asterisk require a response to submit your proposal. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

3. AMENDMENT ACKNOWLEDGEMENT

Solicitation amendments shall be acknowledged through the OpenGov Procurement portal during proposal submission. If an amendment is issued after your proposal has been submitted to the portal, you must log back in, unsubmit your proposal, acknowledge the new addendum and resubmit the proposal. Click the "?" in the top right corner of the home screen to access the OpenGov Procurement Help Center or use the chat feature in the lower right hand corner to ask for assistance from OpenGov Procurement.

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at <http://help.procurenow.com/en/collections/1392366-vendor-guides> for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

○ **Create a OpenGov Procurement Account:**

- Register to access solicitation documents and upload responses at <https://secure.procurenow.com/portal/1GPA> by selecting Subscribe to create an account. Detailed instructions may be found at <http://help.procurenow.com/en/articles/2482165-vendor-registration>
- Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the “Follow” button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at <https://secure.procurenow.com/portal/1GPA>.

1. Prepare your submission materials:

- **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. Upload your submission at: <https://secure.procurenow.com/portal/1GPA>

- Your submission must be uploaded, submitted, and finalized prior to the Closing Time of

MAY 25, 2022 AT 11:00 AM ARIZONA TIME (1:00 PM CENTRAL TIME ZONE) OR AS AMENDED

- We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation with a date/time stamp once you finalize your submission.
- Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge and Safari. It can be accessed on all Android and IOS devices.

	MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT	PRICE
1	Mondo	G-3196	PU-105 Adhesive	Adhesive 2-Gallon 2-part Polyurethane	EA	\$ 159.50
2	Mondo	G-3196a	PU-300 Adhesive	Adhesive 1.7-Gallon 2-part Polyurethane	EA	\$ 159.50
3	Mondo	G-3197	MP-1000 Adhesive	Adhesive 3-Gallon Acrylic	EA	\$ 181.50
4	Mondo	G-3198	EP-55 Adhesive	Adhesive 2-1/2-Gallon 2-part Epoxy	EA	\$ 181.50
5	Mondo	G-3203	Taski Profi	Cleanser for Rubber Flooring	GL	\$ 37.31
6	Mondo	G-3204	Weld Rod	Installation Accessory for Seaming Multipurpose Flooring	LF	\$ 1.51
7	Mondo	G-3205	Mondostep B	Installation Accessory for Multipurpose Flooring Stairs	LF	\$ 27.50
8	Mondo	G-3206	MondoSeal 2-Gallon Concrete Sealant	Vapor Mitigation System	EA	\$ 518.00
9	Aacer	G-3405-001	MFMA 2nd or btr grd 2-1/4"x25/32" mple flring	Second and Better 2-1/4"x25/32" Maple Hardwood Flooring	SF	\$ 6.54
10	Action	G-3405-001a	MFMA 2nd or btr grd 2-1/4"x25/32" mple flring	Second and Better 2-1/4"x25/32" Maple Hardwood Flooring	SF	\$ 6.54
11	Aacer	G-3405-002	Add for MFMA first grade maple	First Grade Hardwood Flooring Add to Second Grade	SF	\$ 1.01
12	Aacer	G-3405-003	Deduct for MFMA third grade maple	Third Grade Hardwood Flooring Deduct From Second Grade	SF	\$ 0.28
13	Aacer	G-3405-004	Add For 33/32" Maple	33/32" Hardwood Flooring Add to 25/32"	SF	\$ 1.08
14	Aacer	G-3405-005	Add for 1-1/2" maple	1-1/2" Hardwood Flooring Add to 2-1/4"	SF	\$ 0.38
15	Aacer	G-3405-006	Parquet flooring 5/16"	5/16" x 9" Parquet Hardwood Flooring	SF	\$ 5.96
16	Aacer	G-3405-007	Parquet flooring 7/16"	7/16" x 9" Parquet Hardwood Flooring	SF	\$ 6.15
17	Sport Surfaces Distributing, Inc.	G-3405-008	Hardwood refinish 3 passes sand, 4 coats finish	Hardwood Flooring Refinishing Accessory	SF	\$ 2.97
18	Sport Surfaces Distributing, Inc.	G-3405-009	Sub floor repair/replacement	Hardwood Flooring Repair Accessory	SF	\$ 11.30
19	Sport Surfaces Distributing, Inc.	G-3405-010	Remove and dispose of existing hardwood floor	Hardwood Flooring Demolition Accessory	SF	\$ 1.61
20	Sport Surfaces Distributing, Inc.	G-3405-011	Wood floor sanding only per pass	Hardwood Flooring Refinishing Accessory	SF	\$ 0.64
21	Sport Surfaces Distributing, Inc.	G-3405-012	Wood floor refinishing with screen per coat	Hardwood Flooring Refinishing Accessory	SF	\$ 0.52
22	Sport Surfaces Distributing, Inc.	G-3405-013	Wood floor repair/replace surface	Hardwood Flooring Repair Accessory	SF	\$ 27.99
23	Sport Surfaces Distributing, Inc.	G-3405-014	Wood floor refinishing with screen - equip and supplies 2 coats	Hardwood Flooring Refinishing Accessory	SF	\$ 0.74
24	Sport Surfaces Distributing, Inc.	G-3405-015	Acrylic latex enamel provide and install	Hardwood Flooring Graphic Art Accessory	SF	\$ 0.18
25	Sport Surfaces Distributing, Inc.	G-3405-016	Painted lettering provide and install	Hardwood Flooring Lettering Graphic Art Accessory	SF	\$ 7.12
26	Sport Surfaces Distributing, Inc.	G-3405-017	Painted logo provide and install	Hardwood Flooring Logo Graphic Art Accessory	SF	\$ 11.94
27	Sport Surfaces Distributing, Inc.	G-3405-018	Sand and finish as existing	Hardwood Flooring Refinishing Accessory	SF	\$ 3.44
28	Sport Surfaces Distributing, Inc.	G-3405-019	One (1) coat oil-base stain/sealer	Hardwood Flooring Oil-Based Finishing Accessory One Coat	SF	\$ 1.09
29	Sport Surfaces Distributing, Inc.	G-3405-020	Two (2) coats of water base sealer	Hardwood Flooring Water-Based Finishing Accessory Two Coats	SF	\$ 1.68
30	Sport Surfaces Distributing, Inc.	G-3405-021	Two (2) coats of water base finish	Hardwood Flooring Water Based Finishing Accessory Two Coats	SF	\$ 1.71
31	Sport Surfaces Distributing, Inc.	G-3405-022	Two (2) coats of oil base sealer or finish	Hardwood Flooring Oil-Based Finishing Accessory Two Coats	SF	\$ 1.55
32	Aacer / Action	G-3405-023	Aacer Scissor-Loc II	Hardwood flooring System includes poly, foam, 1"x6" subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 11.37
33	Aacer / Action	G-3405-023a	Aacer Flex EN-DIN	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 12.34
34	Aacer / Action	G-3405-023b	Aacer Channel	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 12.68
35	Aacer / Action	G-3405-023c	Aacer Anchored Power Sleeper	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 12.62
36	Aacer / Action	G-3405-023d	Aacer Retrocoustic	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 13.58
37	Aacer / Action	G-3405-023e	Aacer Portable	Portable Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA 2nds or better maple	SF	\$ 18.14
38	Aacer / Action	G-3405-024	Aacer Air Flow	Automatic ventilation system for hardwood floors with 2 fans and 72 linear feet of duct, 1 humidistat, 1 relay.	EA	\$ 3,240.00
39	Aacer / Action	G-3405-025	Vented cove base	Hardwood Flooring Vented Base Accessory	LF	\$ 9.41
40	Aacer / Action	G-3405-026	Vented cove base corners	Hardwood Flooring Vented Base Corner Accessory	EA	\$ 12.94
41	Aacer / Action	G-3405-027	Threshold	Hardwood Flooring Threshold Accessory	LF	\$ 10.46
42	Aacer / Action	G-3405-028	Painted Gameline striping	Hardwood Flooring Graphic Art Game Line Accessory	LF	\$ 0.62
43	Aacer / Action	G-3405-029	Logo art	Hardwood Flooring Graphic Art Logo Accessory	SF	\$ 19.06
44	Aacer / Action	G-3405-030	Painted background	Hardwood Flooring Graphic Art Accessory	SF	\$ 0.25
45	Haro	G-3405-100	Helsinki 10	Prefinished Engineered Hardwood Flooring System	SF	\$ 12.14
46	Haro	G-3405-101	Helsinki 10 Top	Prefinished Engineered Hardwood Flooring System	SF	\$ 12.56
47	Haro	G-3405-102	Montreal	Prefinished Engineered Hardwood Flooring System	SF	\$ 6.74
48	Haro	G-3405-103	Rom 20	Portable Prefinished Engineered Hardwood Flooring System	SF	\$ 18.04
49	Haro	G-3405-104	Baseboard	Prefinished Hardwood Flooring Base Accessory	LF	\$ 9.87

51	Mondo	A04	4mm Advance NG rolls	4mm Rubber 2-layer Multipurpose Flooring	SF	\$ 9.10
52	Mondo	A06	6mm Advance NG rolls	6mm Rubber 2-layer Multipurpose Flooring	SF	\$ 9.39
53	Mondo	A08	8mm Advance NG rolls	8mm Rubber 2-layer Multipurpose Flooring	SF	\$ 10.41
54	Mondo	AV08	8mm Advance Vulcanized rolls	8mm Rubber3-layer Multipurpose Flooring	SF	\$ 12.10
55	Mondo	A10	10mm Advance NG rolls	10mm Rubber 2-layer Multipurpose Flooring	SF	\$ 11.04
56	Mondo	AV10	10mm Advance Vulcanized rolls	10mm Rubber 3-layer Multipurpose Flooring	SF	\$ 13.95
57	Mondo	A12	12mm Advance rolls	12mm Rubber 3-layer Multipurpose Flooring	SF	\$ 12.59
58	Mondo	MR105	10.5mm MondoRun rolls	10.5mm Rubber Track and Multipurpose Surfacing	SF	\$ 12.30
59	Mondo	RXHP04	4mm Reflex HP Rolls	4mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 9.10
60	Mondo	R06R	6mm Ramflex rolls	6mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 9.50
61	Mondo	R06T	6mm Ramflex tiles	6mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$ 9.89
62	Mondo	R10R	10mm Ramflex rolls	10mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 10.17
63	Mondo	R10T	10mm Ramflex tiles	10mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$ 10.91
64	Mondo	RIN08	8mm Ramflex Interlocking	8mm Rubber Fitness and Multipurpose Interlocking Flooring Tiles	SF	\$ 12.13
65	Mondo	SI06R	6mm Sport Impact rolls	6mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 11.13
66	Mondo	SI06T	6mm Sport Impact tiles	6mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$ 10.88
67	Mondo	SI10R	10mm Sport Impact rolls	10mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$ 12.12
68	Mondo	SI10T	10mm Sport Impact tiles	10mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$ 12.07
69	Mondo	HJ08	8mm Highjolt Interlocking	8mm Rubber Fitness and Multipurpose Interlocking Flooring Tiles	SF	\$ 11.13
70	Mondo	H03R	3mm Harmoni Rolls	3mm Rubber Multipurpose Contract Flooring	SF	\$ 7.58
71	Mondo	G03T	3mm Harmoni Tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$ 7.78
72	Mondo	GR02	2mm Granito rolls or tiles	2mm Rubber Multipurpose Contract Flooring	SF	\$ 8.40
73	Mondo	UN03	3mm Uni, Kayar, Natura rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$ 11.03
74	Mondo	MA03	3mm Massetto rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$ 11.18
75	Mondo	LA03	3mm Lava rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$ 11.18
76	Mondo	Z35T	3.5mm Zeus tiles	3.5mm Rubber Multipurpose Flooring	SF	\$ 8.55
77	Mondo	TN03T	3mm Terra Nova tiles	Rubber Multipurpose Contract Flooring	SF	\$ 8.20
78	Mondo	EV15	1.5mm Everlay rolls	1.5mm Underlayment for Multipurpose Flooring	SF	\$ 2.55
79	Mondo	SF06	6mm Sportflex	6mm Rubber Multipurpose Flooring	SF	\$ 8.39
80	Mondo	SF08	8mm Sportflex	8mm Rubber Multipurpose Flooring	SF	\$ 8.69
81	Mondo	SF10	10mm Sportflex	10mm Rubber Multipurpose Flooring	SF	\$ 9.77
82	Mondo	SF12	12mm Sportflex	12mm Rubber Multipurpose Flooring	SF	\$ 10.45
83	Mondo	SFM06	6mm Sportflex M	6mm Rubber Multipurpose Flooring	SF	\$ 9.46
84	Mondo	SFM08	8mm Sportflex M	8mm Rubber Multipurpose Flooring	SF	\$ 9.89
85	Mondo	SFM10	10mm Sportflex M	10mm Rubber Multipurpose Flooring	SF	\$ 11.13
86	Mondo	SFM12	12mm Sportflex M	12mm Rubber Multipurpose Flooring	SF	\$ 11.62
87	Mondo	SX06	6mm Super-X	6mm Rubber Track and Multipurpose Flooring	SF	\$ 10.68
88	Mondo	SX08	8mm Super-X	8mm Rubber Track and Multipurpose Flooring	SF	\$ 11.03
89	Mondo	SX10	10mm Super-X	10mm Rubber Track and Multipurpose Flooring	SF	\$ 10.59
90	Mondo	SX12	12mm Super-X	12mm Rubber Track and Multipurpose Flooring	SF	\$ 10.62
91	Mondo	SX135	13.5mm Super-X	13.5mm Rubber Track and Multipurpose Flooring	SF	\$ 14.30
92	Mondo	SX14	14mm Super-X	14mm Rubber Track and Multipurpose Flooring	SF	\$ 11.00
93	Mondo	MT13SX	13mm Mondotrack SX	13mm Rubber Track and Multipurpose Flooring	SF	\$ 15.00
94	Mondo	MT13FTX	13mm Mondotrack FTX	13mm Rubber Track and Multipurpose Flooring	SF	\$ 15.00
95	Mondo	MF4563G	63mm Mondoturf MF-4563 Green	63mm Monofilament Synthetic Turf Green	SF	\$ 4.21
96	Mondo	MF4563C	63mm Mondoturf MF-4563 Color	63mm Monofilament Synthetic Turf Color	SF	\$ 4.50
97	Mondo	PF4160G	60mm Mondoturf PF-4160 Green rolls	63mm Slit Film Synthetic Turf Green	SF	\$ 3.66
98	Mondo	PF4160C	60mm Mondoturf PF-4160 Color rolls	63mm Slit Film Synthetic Turf Color	SF	\$ 4.41
99	Mondo	MF3550G	50mm Mondoturf MF-3550 Green rolls	50mm Monofilament Synthetic Turf Green	SF	\$ 4.05
100	Mondo	MF3550C	50mm Mondoturf MF-3550 Color rolls	50mm Monofilament Synthetic Turf Color	SF	\$ 4.33
101	Mondo	MF4560G	60mm Mondoturf MF-4560 Green rolls	60mm Monofilament Synthetic Turf Green	SF	\$ 4.11
102	Mondo	MF4560C	60mm Mondoturf MF-4560 Color rolls	60mm Monofilament Synthetic Turf Color	SF	\$ 4.40
103	Mondo	MDP01	Mondoturf FTS Drainage Panels	Synthetic Turf Drainage and Shock Pad Accessory	SF	\$ 4.93
104	Mondo	G-3305-040	Painted Gameline striping	Synthetic Turf Line Marking Accessory	LF	\$ 3.39
105	Mondo	G-3305-041	Water-jet logo art	Synthetic Turf Logo Accessory	SF	\$ 44.38
106	Mondo	G-3305-042	Classic ground tire with sand infill	Synthetic Turf Infill Accessory	SF	\$ 1.66
107	Mondo	G-3305-043	Alternative infill	Synthetic Turf Infill Accessory	SF	\$ 3.83
108	Mondo	G-3305-044	Category I Logo	Synthetic Turf Logo Accessory	LF	\$ 555.00

109	Mondo	G-3305-045	Category II Logo	Synthetic Turf Logo Accessory	LF	\$ 730.00
110	Mondo	G-3305-046	Category III Logo	Synthetic Turf Logo Accessory	LF	\$ 910.00
111	Mondo	G-3305-047	End zone letter no border	Synthetic Turf Border Marking Accessory	LF	\$ 122.00
112	Mondo	G-3305-048	End zone letter bordered	Synthetic Turf Inlaid Letter Accessory	LF	\$ 141.00
113	Mondo	G-3305-049	Soccer Lines Inlaid	Synthetic Turf Inlaid Soccer Lines Accessory	EA	\$ 6,244.52
114	Mondo	G-3305-050	Football lines Inlaid	Synthetic Turf Inlaid Football Lines Accessory	EA	\$ 4,500.00
115	Mondo	G-3305-051	Lacrosse or field hockey lines Inlaid	Synthetic Turf Inlaid Lacrosse or Field Hockey Lines Accessory	EA	\$ 6,900.00
116	ICP	G-3305-052	Deco Color / Plexipave	Court Coating System	SF	\$ 4.49
117	ICP	G-3305-053	Deco Turf	Court Coating System	SF	\$ 5.79
118	Laykold	G-3305-053a	ColorCoat	Court Coating System	SF	\$ 4.49
119	Laykold	G-3305-053b	Color Flex	Court Coating System	SF	\$ 5.79
120	Sport Surfaces Distributing, Inc.	G-3305-054	Wind Screen	Court Wind Screen Accessory	SF	\$ 2.70
121	ACT Global	XTSF200	2" Xtreme Turf SF	2" Slit Film All Weather Synthetic Turf	SF	\$ 5.07
122	ACT Global	XTFS225	2.25" Xtreme Turf SF	2.25" Slit Film All Weather Synthetic Turf	SF	\$ 5.32
123	ACT Global	XTFS250	2.5" Xtreme Turf SF	2.5" Slit Film All Weather Synthetic Turf	SF	\$ 5.70
124	ACT Global	XTMF200	2" Xtreme Turf MF	2" Monofilament All Weather Synthetic Turf	SF	\$ 4.90
125	ACT Global	XTMF225	2.25" Xtreme Turf MF	2.25" Monofilament All Weather Synthetic Turf	SF	\$ 5.10
126	ACT Global	XTMF250	2.5" Xtreme Turf MF	2.5" Monofilament All Weather Synthetic Turf	SF	\$ 5.30
127	ACT Global	XTSM200	2" Xtreme Turf S/M	2" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 5.40
128	ACT Global	XTSM225	2.25" Xtreme Turf S/M	2.25" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 5.60
129	ACT Global	XTSM250	2.5" Xtreme Turf S/M	2.5" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 6.02
130	ACT Global	FD230	23mm Foam Drainage Pad	23mm Foam Drainage Shock pad	SF	\$ 1.50
131	ACT Global	UBSP01	UltraBase	Sub-Base Drainage and Shock Panel	SF	\$ 3.49
132	SporTurf	STCT	Combat Turf	Synthetic Playground & Fitness Turf	SF	\$ 8.63
133	SporTurf	STAT745	AT-745	Synthetic Playground & Fitness Turf	SF	\$ 8.58
134	SporTurf	STAT755	AT-755	Synthetic Playground & Fitness Turf	SF	\$ 8.63
135	SporTurf	STGC01	GameChanger	Synthetic Playground & Fitness Turf	SF	\$ 7.97
136	SporTurf	STPT200	2" Powerhouse/TrueGrass	2" Slit Film All Weather Synthetic Turf	SF	\$ 6.06
137	SporTurf	STPT225	2.25" Powerhouse/Truegrass	2.25" Slit Film All Weather Synthetic Turf	SF	\$ 6.32
138	SporTurf	STPT250	2.5" Powerhouse/Truegrass	2.5" Slit Film All Weather Synthetic Turf	SF	\$ 6.70
139	SporTurf	STMS200	2" MonoSport	2" Monofilament All Weather Synthetic Turf	SF	\$ 4.90
140	SporTurf	STMS225	2.25" MonoSport	2.25" Monofilament All Weather Synthetic Turf	SF	\$ 6.10
141	SporTurf	STMS250	2.5" MonoSport	2.5" Monofilament All Weather Synthetic Turf	SF	\$ 6.30
142	SporTurf	STGC200	2" GameChanger	2" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 6.40
143	SporTurf	STGC225	2.25" GameChanger	2.25" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 6.60
144	SporTurf	STGC250	2.5" GameChanger	2.5" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$ 6.80
145	Sport Surfaces Distributing, Inc.	SSDIEL	E-Layer	Paved in place, permeable synthetic surface base.	SF	\$ 7.05
146	Sport Surfaces Distributing, Inc.	SSDING	Natural Grass via Seed or Sod	Natural Grass Field Accessory	SF	\$ 1.44
147	Mondo	G-3305-110	4mm Everlay B	Underlayment for Multipurpose Flooring	SF	\$ 2.78
148	Mondo	G-3305-111	6mm Everlay EG	Underlayment for Multipurpose Flooring	SF	\$ 3.26
149	Mondo	G-3305-112	J/D Profi	Multipurpose Flooring Cleanser	GA	\$ 38.62
150	Mondo	G-3305-113	J/D Carefree	Multipurpose Flooring Cleanser 5-gallon	EA	\$ 165.00
151	Mondo	G-3305-114	J/D Linosafe	Multipurpose Flooring Cleanser 2-gallon	EA	\$ 183.00
152	Mondo	G-3305-115	PU-100 Adhesive	Adhesive 2-1/2 gallon 2-part Polyurethane	EA	\$ 162.00
153	Sport Surfaces Distributing, Inc.	G-3305-116	Logo category I	Installation Logo Accessory for Sport Floors and Fields	EA	\$ 6,300.00
154	Sport Surfaces Distributing, Inc.	G-3305-117	Logo category II	Installation Logo Accessory for Sport Floors and Fields	EA	\$ 7,200.00
155	Aacer	G-3305-200	4+2 Polyurethane Pad and Pour	6mm Polyurethane Multipurpose Flooring System	SF	\$ 11.99
156	Aacer	G-3305-201	6+2 Polyurethane Pad and Pour	8mm Polyurethane Multipurpose Flooring System	SF	\$ 12.83
157	Aacer	G-3305-202	8+2 Polyurethane Pad and Pour	10mm Polyurethane Multipurpose Flooring System	SF	\$ 13.04
158	Aacer	G-3305-203	10+2 Polyurethane Pad and Pour	12mm Polyurethane Multipurpose Flooring System	SF	\$ 13.54
159	Aacer	G-3305-204	12+2 Polyurethane Pad and Pour	14mm Polyurethane Multipurpose Flooring System	SF	\$ 14.02
160	Ultimate RB	30N48*002500	8mm Rubber Rolls Black	8mm Rubber Multipurpose Flooring Black	SF	\$ 5.88
161	Ultimate RB	30N48*402500	8mm Rubber Rolls 17% Color	8mm Rubber Multipurpose Flooring 17% Color	SF	\$ 8.84
162	Ultimate RB	30Q48*102500	9.5mm Rubber Rolls Black	9.5mm Rubber Multipurpose Flooring Black	SF	\$ 6.21
163	Ultimate RB	30Q48*002500	9.5mm Rubber Rolls 17% Color	9.5mm Rubber Multipurpose Flooring 17% Color	SF	\$ 7.20
164	Ultimate RB	400308B10046	8mm Interlocking Tiles Black	8mm Rubber Multipurpose Flooring Interlocking Tiles Black	SF	\$ 3.68
165	Ultimate RB	400308B02046	8mm Interlocking Tiles 17% Color	8mm Rubber Multipurpose Flooring Interlocking Tiles 17% Color	SF	\$ 7.56
166	Ultimate RB	500308B10046	9.5mm Interlocking Tiles Black	9.5mm Rubber Multipurpose Flooring Black	SF	\$ 6.97

167	Ultimate RB	500308B02046	9.5mm Interlocking Tiles 17% Color	9.5mm Rubber Multipurpose Flooring 17% Color	SF	\$	7.99
168	Ultimate RB	6001340*0000	Bounce Back Safety Surface Black 1.75"	1.75" Rubber Safety Flooring Black	SF	\$	12.35
169	Ultimate RB	6002120*0000	Bounce Back Safety Surface Black 2.5"	2.5" Rubber Safety Flooring Black	SF	\$	12.64
170	Ultimate RB	6003120*0000	Bounce Back Safety Surface Black 3.5"	3.5" Rubber Safetyng Black	SF	\$	15.45
171	Ultimate RB	600134*ELE	Bounce Back Safety Surface Color 1.75"	1.75" Rubber Safety Flooring 17% Color	SF	\$	12.90
172	Ultimate RB	600212*ELE	Bounce Back Safety Surface Color 2.5"	2.5" Rubber Safety Flooring 17% Color	SF	\$	13.01
173	Ultimate RB	600312*ELE	Bounce Back Safety Surface Color 3.5"	3.5" Rubber Safetyng 17% Color	SF	\$	14.31
174	Ultimate RB	400308**B2046	Heavy Duty Rubber Mats 3/8"	3/8" Rubber Multipurpose Mats	SF	\$	7.33
175	Ultimate RB	400102**B1046	Heavy Duty Rubber Mats 1/2"	1/2" Rubber Multipurpose Mats	SF	\$	7.46
176	Ultimate RB	4001304**B1046	Heavy Duty Rubber Mats 3/4"	3/4" Rubber Multipurpose Mats	SF	\$	7.73
177	Ultimate RB	400102*IB1046	Heavy Duty Interlocking Floor Tiles 1/2"	1/2" Heavy Duty Rubber Multipurpose Interlocking Mats	SF	\$	7.70
178	Ultimate RB	400304*IB1046	Heavy Duty Interlocking Floor Tiles 3/4"	3/4" Heavy Duty Rubber Multipurpose Interlocking Mats	SF	\$	7.92
179	Ultimate RB	ERTR34	Edge Reducer Transition	Installation Transition Accessory for Multipurpose Flooring	LF	\$	13.20
180	Ultimate RB	CX-941	CX-941 Polyurethane Adhesive	Adhesive 5-gallon 1-part Polurethane	EA	\$	425.00
181	Ultimate RB	CBS*2	Clean Break Sealer	Sealer Accessoryu For Multipurpose Flooring	GA	\$	65.00
182	Sport Surfaces Distributing, Inc.	G-3305-500	Structural Spray Black	Track Surfacing System Black Base Mat	SF	\$	6.86
183	Sport Surfaces Distributing, Inc.	G-3305-501	Structural Spray Color	Track Surfacing System Color Spray Coat	SF	\$	7.16
184	Sport Surfaces Distributing, Inc.	G-3305-502	Base Mat w/ Structural Spray Black	Track Surfacing System Black Base Mat with Black Spray Coat	SF	\$	8.24
185	Sport Surfaces Distributing, Inc.	G-3305-503	Base Mat w/ Structural Spray Color	Track Surfacing System Black Base Mat with Color Spray Coat	SF	\$	9.64
186	Sport Surfaces Distributing, Inc.	G-3305-504	Polyurethane Sandwich System	Track Surfacing System Black Base Mat, Poured Wear Layer	SF	\$	9.98
187	Sport Surfaces Distributing, Inc.	G-3305-505	Polyurethane Full Pour	Track Surfacing System Full Pour System	SF	\$	12.86
188	Sport Surfaces Distributing, Inc.	G-3305-506	Track Surface Repair Kit	Track Accessory Repair Kit	SF	\$	20.44
189	Sport Surfaces Distributing, Inc.	G-3305-507	Demo Turf	Synthetic Turf Field Demo Accessory	SF	\$	1.55
190	Sport Surfaces Distributing, Inc.	G-3305-508	Dispose of Turf	Synthetic Turf Field Disposal Accessory	SF	\$	0.55
191	Sport Surfaces Distributing, Inc.	G-3305-509	Mobilization under 20,000 square ft	Installation Accessory for Mobilization	SF	\$	1.83
192	Sport Surfaces Distributing, Inc.	G-3305-510	Post-tension Concrete	Installation Accessory for Concrete Courts	SF	\$	22.74
193	ACT Global	G-3305-700	S4 2.0" Slit Film Synthetic Turf	2" Slit Film Synthetic Turf	SF	\$	6.24
194	ACT Global	G-3305-701	S5 2.5" Slit Film Synthetic Turf	2.5" Slit Film Synthetic Turf	SF	\$	6.35
195	ACT Global	G-3305-702	M4 2.0" Monofilament Synthetic Turf	2" Monofilament Synthetic Turf	SF	\$	6.37
196	ACT Global	G-3305-703	M6 2.5" Monofilament Synthetic Turf	2.5" Monofilament Synthetic Turf	SF	\$	6.54
197	Sport Surfaces Distributing, Inc.	G-3305-704	Balance or Motion Series Synthetic turf	Monofilament and Slit Film Synthetic Turf Hybrid System	SF	\$	8.06
198	Sport Surfaces Distributing, Inc.	G-3305-705	Estate Landscape Synthetic Turf	Monofilament for Slit Film Synthetic Turf System	SF	\$	8.85
199	Sport Surfaces Distributing, Inc.	G-3505-001	Crack Repair System	Installation Accessory for Court Crack Repairs	LF	\$	28.20
200	Sport Surfaces Distributing, Inc.	G-3505-002	Acrylic modified cementitious floor patch	Installation Accessory Cementitious Patch 25-pound Sack	EA	\$	78.00
201	Sport Surfaces Distributing, Inc.	G-3505-003	Liquid vapor retarder	Vapor Mitigation System	SF	\$	3.65
202	Sport Surfaces Distributing, Inc.	G-3505-004	Bead Blast	Concrete Floor Prep Installation Accessory	SF	\$	2.35
203	Sport Surfaces Distributing, Inc.	G-3505-005	Floor prep light	Light Floor Prep Installation Accessory	SF	\$	0.60
204	Sport Surfaces Distributing, Inc.	G-3505-006	Floor prep moderate	Moderate Floor Prep Installation Accessory	SF	\$	0.95
205	Sport Surfaces Distributing, Inc.	G-3505-007	Floor prep heavy	Heavy Floor Prep Installation Accessory	SF	\$	1.48
206	Sport Surfaces Distributing, Inc.	G-3505-008	Remove VCT	VCT Floor Prep Installation Accessory	SF	\$	0.78
207	Sport Surfaces Distributing, Inc.	G-3505-009	Remove glue-down carpet	Glue Down Carpet Floor Prep Installation Accessory	SF	\$	1.08
208	Sport Surfaces Distributing, Inc.	G-3505-010	Remove sheet vinyl	Sheet Vinyl Floor Prep Installation Accessory	SF	\$	0.92
209	Sport Surfaces Distributing, Inc.	G-3505-011	Remove parquet	Parquet Floor Prep Installation Accessory	SF	\$	1.22
210	Sport Surfaces Distributing, Inc.	G-3505-012	Remove polyurethane	Polyurethane Floor Prep Installation Accessory	SF	\$	2.09
211	Sport Surfaces Distributing, Inc.	G-3505-012a	Remove Rubber tile or sheet	Sheet or Tile Rubber Floor Prep Installation Accessory	SF	\$	1.89
212	Sport Surfaces Distributing, Inc.	G-3505-013	1/8" x 4" Rubber Cove Base	Base Installation Accessory for Multipurpose Flooring	LF	\$	2.54
213	Sport Surfaces Distributing, Inc.	G-3505-014	Seating assemblies	Installation Accessory for Gymnasium Seating Per Seat	EA	\$	170.00
214	Sport Surfaces Distributing, Inc.	G-3505-015	Backstop assemblies	Basketball Backstops Installation Accessory for Gymnasium	EA	\$	6,150.00
215	Sport Surfaces Distributing, Inc.	G-3505-016	Project Design/Development/Consulting	Project Design/Development/Consulting Accessory Per Hour	EA	\$	274.00
216	Sport Surfaces Distributing, Inc.	G-3505-017	Project Coordinator/Foreman	Project Coordinator/Foreman Per Hour	EA	\$	86.00
217	Sport Surfaces Distributing, Inc.	G-3505-018	Installer (Tradesman)	Installer (Tradesman) Per Hour	EA	\$	67.00
218	Sport Surfaces Distributing, Inc.	G-3505-019	Labor (General)	Labor (General) Per Hour	EA	\$	36.00
219	Sport Surfaces Distributing, Inc.	G-3505-019a	Davis Bacon or prevailing Wage	Additional Cost For Davis Bacon or Prevailing Wage Per Hour	EA	\$	25.01
220	Sport Surfaces Distributing, Inc.	G-3505-019b	Davis Bacon or prevailing Wage	Additional Cost For Davis Bacon or Prevailing Wage	SF	\$	2.33
221	Sport Surfaces Distributing, Inc.	G-3505-019c	Standard installation rate	Standard Installation Rate Installation Accessory	SF	\$	4.42
222	Sport Surfaces Distributing, Inc.	G-3505-022	Concrete Flat 4"	4" Concrete Installation Accessory	SF	\$	20.38
223	Sport Surfaces Distributing, Inc.	G-3505-023	Place and washed sand	Washed Sand for Synthetic Turf or Track Installation	CY	\$	125.00
224	Sport Surfaces Distributing, Inc.	G-3505-024	Place and turf nailer	2"x4" Synthetic Turf Nailer Installation Accessory	LF	\$	5.92

225	Sport Surfaces Distributing, Inc.	G-3505-025	Impervious or Filter Membrane	Impervious or Filter Membrane for Outdoor Courts and Fields	SF	\$ 0.55
226	Sport Surfaces Distributing, Inc.	G-3505-026	Flat panel surface drains	Flat panel surface drains For Outdoor Installations	LF	\$ 19.06
227	Sport Surfaces Distributing, Inc.	G-3505-027	Trench or channel Drains	Trench or channel Drains For Outdoor Courts, Tracks, and Fields	LF	\$ 29.37
228	Sport Surfaces Distributing, Inc.	G-3505-028	Compaction	Material Compaction For Outdoor Courts, tracks and Fields	SF	\$ 1.88
229	Sport Surfaces Distributing, Inc.	G-3505-029	Place and goal posts	Goal Post Installation Accessory for Fields	EA	\$ 12,730.00
230	Sport Surfaces Distributing, Inc.	G-3505-030	Pole Vault Pans and Lids	Pole Vault Pan and Lid Installation Accessory For Tracks	EA	\$ 3,250.00
231	Sport Surfaces Distributing, Inc.	G-3505-031	NCAA Take-off Boards	NCAA Take-off Board Installation Accessory For Tracks	EA	\$ 1,489.00
232	Sport Surfaces Distributing, Inc.	G-3505-032	Staking	Layout Installation Accessory For Outdoor Tracks, Courts, Fields	EA	\$ 12,700.00
233	Sport Surfaces Distributing, Inc.	G-3505-033	Demo and Haul AC	Asphalt Demolition Installation Accessory	CD	\$ 69.11
234	Sport Surfaces Distributing, Inc.	G-3505-034	Demo and haul con crb	Concrete Curb Demolition Installation Accessory	LF	\$ 4.84
235	Sport Surfaces Distributing, Inc.	G-3505-035	Demo and haul con	Flat Concrete Demolition Installation Accessory	CD	\$ 67.50
236	Sport Surfaces Distributing, Inc.	G-3505-036	Clear, Grub, and Haul	Site Preparation Installation Accessory For Outdoor Installations	SF	\$ 2.74
237	Sport Surfaces Distributing, Inc.	G-3505-037	Rough Cut	Site preparation Installation Accessory For Outdoor Installations	CY	\$ 4.46
238	Sport Surfaces Distributing, Inc.	G-3505-038	Export Excess Material	Material Export Installation Accessory For Outdoor Installations	CY	\$ 24.36
239	Sport Surfaces Distributing, Inc.	G-3505-039	Trench	Trenching Installation Accessory for Outdoor Installations	LF	\$ 23.80
240	Sport Surfaces Distributing, Inc.	G-3505-040	Import additional material	Material Import Installation Accessory	CY	\$ 54.97
241	Sport Surfaces Distributing, Inc.	G-3505-041	Prepare Subgrade	Site Preparation Installation Accessory For Outdoor Installations	SY	\$ 2.39
242	Sport Surfaces Distributing, Inc.	G-3505-042	Place and Fine Grade ABC	Aggregate Base Course Outdoor Installation Accessory	CY	\$ 174.00
243	Sport Surfaces Distributing, Inc.	G-3505-043	3/8" -1/2" Stone and Fine grade	3/8"-1/2" Crushed Aggregate Installation Accessory	CY	\$ 72.59
244	Sport Surfaces Distributing, Inc.	G-3505-044	Place and crushed rip rap	Crushed Rip Rap Outdoor Installation Accessory	CY	\$ 65.69
245	Sport Surfaces Distributing, Inc.	G-3505-045	AC 1-1/2" to 2" lift	1-1/2" -2" Asphalt Lift	SF	\$ 6.56
246	Sport Surfaces Distributing, Inc.	G-3505-046	Con Crb	Concrete Curbing Outdoor Installation Accessory	LF	\$ 42.18
247	Sport Surfaces Distributing, Inc.	G-3505-053	Mobilization under 3,000 square feet	Installation Accessory for Mobilization	SF	\$ 2.95



Executive Summary
Athletic Surfaces, Appurtenances and Minor Structures
CSP #23-01DP

The purpose of this Solicitation is to develop a long-term contract(s) with a qualified firm or firms to supply 1GPA's membership (Member) with Athletic Surfaces, Appurtenances and Minor Structures as specified within the solicitation.

Deer Park Independent School District is the lead agency for this solicitation. 1GPA is awarding contracts to cover all regions of Texas. Firms shall follow the laws as applicable in all states in which they submitted proposals and assure that this solicitation meets the requirements of said states.

On April 19, 2022 the Request for Competitive Sealed Proposal (CSP) was issued and sent to the prospective offerors via OpenGov Procurement, Public Purchase, and posted on the 1GPA website. More than 917 vendors received notification of the solicitation. This solicitation was advertised as follows:

- Houston Chronicle on April 20, 2022 and April 27, 2022
- USA Today on April 22, 2022
- DJC Oregon on April 22, 2022
- Arizona Capitol Times on April 22, 2022

An amendment was issued for this solicitation on May 18, 2022 to make a correction to the Geographical Regions Form. The public proposal opening was held virtually on May 25, 2022 at 11:00 AM MST via Vast Conference. Nine (9) proposals were received.

The Evaluation Committee was comprised as follows: Martha Vance, Purchasing Coordinator for Liberty Hill ISD and Rebecca Seifert representing 1GPA. The committee members independently scored each proposal in accordance with the evaluation criteria set forth in the solicitation that included the pricing proposal, quality of vendor's goods and services, reputation of the vendor and vendor's goods and services/references, financial stability and vendors warranty program.

The top six (6) ranking firms are recommended for award:

- Fieldturf USA Inc.
- FlexGround LLC
- Hellas Construction Inc.
- Paragon Sports Constructors
- Robert Cohen Co LLC, dba Sport Surfaces Distributing Inc.
- Shaw Sports Turf a Brand of Shaw Industries, Inc.

It was determined that a single award is not advantageous for all cooperative members of 1GPA. The solicitation authorized multiple awards to meet the needs of 1GPA's diverse membership and the

broad geographic coverage. Award was recommended to the least number of offerors and a complete justification for multiple award has been determined and filed with the procurement file.

This is a multi-year contract beginning August 15, 2022 and continuing for one year. The contract may be extended up to a maximum of four (4) additional years on a year-to-year basis. Annual renewals would be based solely on the determination of the Lead Agency and 1GPA as to the performance, costs and general quality of the services provided by the successful vendors selected. Determination for usage of a Multiple Term Contract has been provided in the solicitation file.

This award recommendation is scheduled to go before the Deer Park Independent School District Board on July 18, 2022.

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.


85-0450110
Federal Employer Identification Number

Robert Cohen Co LLC dba Sport Surfaces Distributing Inc
Company Name

Robert J. Cohen
Printed Name

Managing Member
Title

rcohen@sport-surfaces.com
Primary Email (for Contract Inquiries)


Authorized Signature

207 Calle Industrial
Address

Bernalillo New Mexico 87004
City, State Zip

(505)243-2971
Company Telephone Number

Victoria Medina
Accounting / AP Contact Name

vmedina@sport-surfaces.com
Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor shall notify 1GPA of all materials or services provided under this contract and agrees to send a copy of all purchase orders and/or contracts received by members to 1GPA within 10 days. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 23-01DP-05, Athletic Surfaces, Appurtenances and Minor Structures

Awarded this 18th day of July 2022

This contract shall be effective this 15th day of August 2022

1GPA

Signature: Christy Knorr Date: 7/18/2022

Printed Name: Christy Knorr Title: Vice President

Approved By: Deer Park Independent School District

Signature: John Knowlton Date: 7/18/2022

Printed Name: John Knowlton Title: Director of Purchasing



Contract Extension/Amendment



April 29, 2024

Robert Cohen Co LLC, dba Sport Surfaces Distributing Inc.
207 Calle Industrial
Bernalilo, NM 87004

Attn: Robert Cohen (rcohen@sports-surfaces.com, vmedina@sports-surfaces.com)

Re: Extension Agreement for Contract #23-01DP-05, Athletic Surfaces, Appurtenances and Minor Structures

The above referenced contract is hereby mutually extended for an additional one (1) year period until August 15, 2025. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- Proof/Verification of ROC Licensing in good standing (if applicable)
- Proof of any other applicable licensing related to your contract
- Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable)
- Updated Conflicts of Interest Questionnaire concerning conflicts with 1GPA or Lead Agency (if doing business with Texas members)
- Updated Contact Information Sheet completed

Please check ONE of the following appropriate boxes regarding pricing:

- No contract pricing updates. Current price on file is accurate.
- Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.
- Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

--

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
Printed Name: ROBERT J. COHEN	
Title: PRESIDENT	Date: 05/16/2024
1GPA Authorized Signature: 	
Printed Name: Christy Knorr	
Title: President	Date: 5/16/2024
Deer Park ISD Authorized Signature:	
Printed Name: John Knowlton	
Title: Director of Purchasing 	Date: 5/22/2024

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Paul Santana, Deputy CIO
Co-Submitter: Nate See
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Contract: Approve the Contract for Purchase of Materials/Services with Corporate Technology Solutions, LLC, in an amount not to exceed \$170,000 for the purchase of audio and video equipment for three conference meeting spaces.

STAFF RECOMMENDED ACTION:

1. Approve the Contract for Purchase of Materials/Services with Corporate Technology Solutions, LLC (CTS) to provide audio and video upgrades to the Aquaplex meeting space, Business Accelerator Policy Room, and Business Accelerator Large Conference Room, in the amount not to exceed \$170,000; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

Staff is requesting approval of the Contract for Purchase of Materials/Services with CTS. The Contract is to perform complete audio and video upgrades to the Aquaplex meeting space, Business Accelerator Policy Room, and Business Accelerator Large Conference Room, which will add necessary video conferencing capabilities, as well as significantly improve the audio and video quality in these spaces. CTS will provide all the necessary equipment, custom room control programming, installation, and equipment training services. This upgrade will provide long overdue digital audio and video (A/V) technology enhancements, greatly improving the quality of meetings in these spaces. It will also address A/V concerns many citizens and tenants have expressed while attending / conducting meetings in these spaces.

Financial Impact:

Project Name: A/V upgrades for the Aquaplex & Business Accelerator Conference Rooms
 Cost: \$160,773.48
 Account Number Budgeted: 001-01-014-0047-1-4410 , 001-01-014-0047-1-4231, 001-01-014-0048-1-4301
 FY Budgeted Amount: \$190,000.00 total
 Grant Funded: N/A
 Funding Source: N/A

Policy Impact:

None

Previous Council Decision or Community Discussion:

None

Options and Alternatives to Recommended Action:

The work-scope for these three meeting spaces has been carefully defined in order to provide the enhancements necessary to conduct modern meetings. The individual City Programs and Divisions have been consulted to determine their individual technology needs, and the work-scope reflects those needs.

Any reduction to the work-scope for these projects would either significantly diminish or remove the technological capabilities of these meeting spaces, and hinder their ability to conduct modern virtual meetings. As such, staff does not recommend modifying or reducing the work-scope in any way.

Background and History:

The Business Accelerator facility was built approx 10 years ago. Since it's construction the meeting spaces have undergone a couple of minor technology upgrades in relation to the room controls, but have not received any upgrades to their virtual meeting capabilities. The Business Accelerator also has served in the past as an Emergency Operations Center for the County, and remains a backup facility for the City Emergency Management program.

The Aquaplex meeting space has received one upgrade to it's video display capabilities, with the addition of two 86" commercial TV displays approx 2 years ago. The upgrades we are seeking approval on today will utilize these newer displays and add the missing video cameras, microphones, and digital audio components necessary to conduct virtual meetings in both the East and West ends of the dividable space.

This is the first time we are pursuing a significant upgrade to these specific spaces, at the request of the Creative Services and PROSE Divisions, City Leadership, as well as MOONSHOT, multiple City Commissions, and the NACET tenants at the Business Accelerator.

Due to CTS's proprietary programming, extensive knowledge of the City's existing Crestron-based infrastructure, and ability to ensure seamless integration and system continuity, they are uniquely positioned as the sole provider capable of meeting the City's requirements for this next phase of upgrades.

Connection to PBB Priorities and Objectives:

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

High Performing Governance: Encourage public trust through improved transparency, accessibility, and use of the City's public participation policy.

Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:

N/A

Connection to Carbon Neutrality Plan:

By enhancing remote virtual meeting capabilities in these spaces we enable virtual attendance, reducing the need for employees or citizens to travel to these locations and attend in person, thereby reducing the carbon footprint.

Connection to 10-Year Housing Plan:

N/A

Attachments: [Contract and Exhibits](#)

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES

Contract No. 2025-185

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Corporate Technology Solutions LLC, an Illinois Limited Liability Company ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials and/or services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Scope of Work: Contractor shall provide the materials and/or services generally described as:

**Aquaplex Conference Room AV Upgrade
NACET Accelerator Policy Room AV Upgrade
NACET Accelerator Large Conference Room AV Upgrade**

and as more specifically described in the Scope of Work, attached hereto as Exhibit A.

2. Compensation: Contractor shall be paid **one hundred sixty thousand seven hundred seventy-three dollars and forty-eight cents (\$160,773.48)** for satisfactory performance of the Scope of Work attached as Exhibit A.1, Exhibit A.2, and Exhibit A.3. Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve any price adjustment if the annual contract prices exceeds \$100,000; otherwise, the City Manager or his/her designee shall have authority to approve a price adjustment on behalf of the City.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B, are incorporated by reference and shall apply to performance of this Contract, except to the extent modified by Exhibit A.1, Exhibit A.2, and Exhibit A.3.
4. Insurance: Contractor shall meet insurance requirements of the City, attached hereto as Exhibit C.
5. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions, attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties.
6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Paul Santana
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Psantana@flagstaffaz.gov

To Contractor:
Kevin Livingston
Corporate Technology Solutions
1971 E. 5th St., Ste 111
Tempe, AZ 85288
(480) 377-0225
klivingston@ctscabling.com

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

8. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

CORPORATE TECHNOLOGY SOLUTIONS, LLC:

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(S) OF WORK
(attached)**

Exhibit A.1 – Aqua Plex Conference Room AV Quote – six (6) pages

Exhibit A.2 – NACET / Moonshot Facility CR-NACET Policy Room – five (5) pages

Exhibit A.3 – NACET / Moonshot Facility CR-NACET Large Conference Room – seven (7) pages



PHOENIX

TUCSON

PROJECT NAME

***City of Flagstaff
Aqua Plex Conference Room AV
(Revision 1)***



Paul Santana

Scope of Work and Proposal

Due Date:
02/11/2025

***Respectfully Submitted By:
Kevin Livingston
(480) 377 - 0225 Ext:237
(602) 397-0505 Cell***

Corporate Technology Solutions, LLC
Corporate Office
1971 E. 5th Street, Suite 111
Tempe, Arizona 85288
(480) 377 – 0225 Office
www.ctscabbling.com

Access Control • Audio/Visual • CCTV • DAS • Fiber Optics • Intercom • Nurse Call • Security • Structured Cabling • WiFi

SCOPE OF WORK

CR-Aquaplex AV Scopes:

Demo:

In the equipment cabinet, CTS will remove all existing AV equipment.

In the Room, CTS will reuse the two 86" LG Displays and ceiling speakers for use with the new system.

New Work:

Headend:

CTS will install a new wall mounted Wall Rack and install Crestron CP4N Control System processor, Crestron Flex Kit PC, Netgear AV Line PoE + Switch, Biamp DSP, Dante audio to USB Converter, (2) camera decoders and Crestron DM Transmitters to feed to the existing in room LG Displays along with a 1X2 HDMI DA to feed to a wireless transmitter for the West Room TV Cart. The New rack will be installed in the storage room connected to the Conference Room.

In the East Room:

CTS will install the Crestron Flex MS Teams Room Kit UC-PR BYOD local connection box at the counter with the USB-C and HDMI cables available for guest laptop connections.

East Room Touch Screen:

CTS will install a new Crestron TS-1070 tabletop touch screen at the cabinet countertop to control and setup the AV Systems in the room. There will also be another 10" Teams Touch Panel that will control the MS Teams meeting and host the Teams calendar.

East Room Cameras:

CTS will install a total of (2) PTZ Optic cameras in the East room with 1 camera being installed in the front of the room and the other in the back of the East room by the airwall pocket.

Ceiling Mics:

CTS will install a Sennheiser Ceiling Mic for each room for audience participation in video conferencing applications. Controls of the mics will be placed on the Touch Panels for privacy muting and zoning control. In uncombined mode the West room mic will be muted and unavailable.

Audio:

CTS will provide a new Biamp DSP for the audio processor for the room to handle all the microphone mixing, processing and control. CTS will install a new Crestron Amplifier that will power the existing ceiling speakers. BYOD Audio will be through Dante network audio to USB converter connected to Crestron Flex PC.

West Room TV Cart:

In the West room CTS will provide a mobile TV cart with 75" LG Display, Crestron AirMedia Kit and Conferencing Soundbar with Camera, Mics, And Speakers. This cart will also have a wireless HDMI receiver installed and connected to the AirMedia HDMI Input to show mirrored content of the East Room projector when in combined room mode.

Programming:

CTS will provide custom Crestron and Biamp System programming along with creating new touch panel graphics to make the AV systems easily controlled by general Staff and Public that rents the space.

Training:

CTS will provide 2 hours of onsite system training at the completion of the installation.

Assumptions

- Existing 120 Volt Power Outlets will be utilized for new AV System
- COF IT will provide IP address for AirMedia connections to the Public Wi-Fi for wireless connections.
- COF IT will provide IP addresses and configuration for the system to communicate to the internet on.

Exclusions

- 120V Power Outlets and Conduits
- Painting and Patching or Drywall Repairs



Corporate Technology Solutions, LLC

1971 E. 5th Street Suite 111

Tempe, Arizona 85281

(480) 377 - 0225

www.ctscabling.com

Customer Information

To: City of Flagstaff
Contact: Paul Santana
Address: 211 W. Aspen Avenue
City: Flagstaff
State/Zip: AZ, 86001

Project Name

CR-Aquaplex Conference Room

PRICING SCHEDULE

Materials	39,747.00
Labor	9,117.00
S & H	1,590.00
Travel	1,528.00
Sub Total	51982.00
Tax Rate	9.18%
Material Tax	3,649.17
Labor Tax	0.00
Total	55,631.17

Customer Authorization

Approved By: _____

Signature: _____

Quotation

Quote #:	505074 - Revision 1
Date:	2/26/2025
Estimator:	Kevin Livingston
Sales:	Kevin Livingston

All applicable taxes must apply. Quote valid for 30 days.

CTS is a licensed and bonded contractor.

CTS supports a drug free workplace.

Payment terms NET 30

Type of Contract: MRRA

Billing Information

Address: _____

Attn: _____

PO # _____

BILL OF MATERIALS LIST

Quote: 505074 - Revision 1
 Date: 2/26/2025
 Estimator: Kevin Livingston
 Sales: Kevin Livingston
 Customer: City of Flagstaff
 Job Name: CR-Aquaplex Conference Room



Corporate Technology Solutions, LLC.
 1971 E. 5th Street Suite 111
 Tempe, Arizona 85281
 (480) 377 - 0225
www.ctscabling.com
meirod@ctscabling.com
klivingston@ctscabling.com

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
SECTION 1	CTS	ROUGH IN/HORIZONTAL		
Covid	P-C6-BLK-1KB	Category 6 Cable - 550 MHz - Black Jacket - Unshielded - Solid Conductors - Plenum	EA	2
SECTION 2	CTS	CONNECTIVITY		
Audinate	ADP-USB-AU-2X2	2x2 USB Type-A I/O Adapter for Dante Audio Network	EA	1
AZM	MD5425	Mounting Dream Soundbar Mount	EA	1
Biamp	TesiraFORTÉ DAN VT	DSP with 12 analog in, 8 analog out, 8 ch-USB, 32 x 32 ch-Dante,4-AEC , 2 ch- VoIP,FXO telephone	EA	1
BovBox	BOCPF6SXXM	Wireless HDMI Transmitter and Receiver Kit	EA	1
Covid	1LR-CTS-001	CTS Custom Logo Panel	EA	1
Covid	COVID-CUSTOM	Custom Engraved Wallplate	EA	1
Crestron	AMP-X300	X Series Amplifier	EA	1
Crestron	CP4N	4-Series Control System w/Sub Control Network	EA	1
Crestron	HD-CONV-USB-300	USB Converter with HDMI and Analog Audio Input	EA	1
Crestron	HD-DA2-4KZ-E	1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	EA	1
Crestron	HD-MD2X1-8K	2x1 8K AV Switcher and Smart Display Controller	EA	1
Crestron	HD-RX-4KZ-101	DM Lite 4K60 4:4:4 Receiver for HDMI Signal Extension over CATx Cable	EA	2
Crestron	HD-TXC-4KZ-101	DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS 232, and IR Signal Extension over CATx Cable	EA	2
Crestron	TS-1070-B-S	10 in. Tabletop Touch Screen, Black Smooth	EA	1
Crestron	UC-CX100-T	Crestron Flex Advanced Video Conference System Integrator Kit for MS Teams Rooms with BYOD	EA	1
Crestron	UC-SB-P50-AM-WF KIT	AirMedia Series 3 Conferencing System with AM 3200 WF and Jabra PanaCast 50 Video Bar	EA	1
CTS-AV	CTS -AV-Interconnect	AV Interconnect Cabling	EA	1
LG	75UR640S9UD	75" UR340C Series Ultra HD Commercial TV Certified Crestron Connected	EA	1
Lumens	OIP-N60D	AV over IP /NDI HX 4K Decoder (Camera Decoders)	EA	2
Netgear	GSM4230PX-100NAS	24-Port Gigabit PoE+ Managed Network Switch with 480Watt PoE budget	EA	1
Peerless	PR560M	Paramount Flat Panel Rolling TV Cart for 55"-86" display with metal shelf	EA	1
PTZ Optics	PT12X-4K-WH-G3	PTZ 4K / HD 12X Zoom Camera - White	EA	2
PTZ Optics	PT-CM-1-WH	Ceiling Mount Kit	EA	2
Sennheiser	509178	TEAMCONNECT CEILING 2 - White	EA	2
SnapAV	B6-4K2-2	Binary B6 Series 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek - 2M (5.56FT)	EA	6
SnapAV	B-USB2-AA-4M	Binary USB 2.0 Reversible A Male to A Male Cable - 13.1	EA	3
SnapAV	CE1	Arlington Reversible Low-Voltage Entrance Plate - Single Gang White	EA	2
SnapAV	SR-SHELF-2U	Strong Rack Shelves - 2RU	EA	3
SnapAV	SR-WMS-21U	Strong Wall Mount Rack System - 21U	EA	1
SnapAV	WB-11-LIGHT	WattBox Surge Protector Wall Tap - 1 Outlet	EA	1
SnapAV	WB-200-CE-4	WattBox 200 Series Compact Power Conditioner with Coax and Ethernet - 4 Outlets	EA	2
SnapAV	WB-PWR-EXT-15FT-BLK	WattBox Male Power Extension Cord - 15ft.	EA	1
SECTION 3	CTS	CABLE SUPPORT/PATHWAY/CONDUIT		
SECTION 4	CTS	EQUIPMENT ROOM BUILD OUT(S)		
SECTION 5	CTS	FIBER OPTIC AND COPPER BACKBONE SYSTEM		
SECTION 6	CTS	TESTING AND PROGRAMMING		
Labor Only	CTS	Crestron Programming	EA	1
Labor Only	CTS	DSP Programming	EA	1
SECTION 7	CTS	PRECON/PROJECT MANAGEMENT/FINAL DOCS		
Labor Only	CTS	Project Management Hours	EA	1
Labor Only	CTS	Owner Training	EA	1
SECTION 8	CTS	MISC. ITEMS		

CTS STANDARD PROVISIONS

All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

This proposal pricing is good for a period of 30 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work. Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at \$2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.



PHOENIX

TUCSON

PROJECT NAME

***City of Flagstaff
NACET / Moonshot Facility
CR-NACET Policy Room***



Paul Santana

Scope of Work and Proposal

Due Date:
02/26/2025

***Respectfully Submitted By:
Kevin Livingston
(480) 377 - 0225 Ext:237
(602) 397-0505 Cell***

Corporate Technology Solutions, LLC
Corporate Office
1971 E. 5th Street, Suite 111
Tempe, Arizona 85288
(480) 377 – 0225 Office
www.ctscabbling.com

Access Control • Audio/Visual • CCTV • DAS • Fiber Optics • Intercom • Nurse Call • Security • Structured Cabling • WiFi

SCOPE OF WORK

CR-NACET Policy Room AV Scopes:

Demo:

CTS will remove the existing wall mounted display and mount from the wall for painting and patching by others.

New Work:

CTS will provide and install (1) Sony 75" Commercial Display with wall mount and inwall storage cutting box to the West wall. Behind the new display, CTS will install a Crestron AirMedia Wireless presentation Gateway with Connect USB-C transmitter, that will allow BYOD connections to the display, camera and audio system for the room. At the Table CTS will utilize the existing data cable under the table to install a Crestron HDMI Over Cat Balun transmitter for Table HDMI connection with the receiver connecting to the AirMedia for auto Switching between the Puck and the HDMI input.

Camera:

Under the display CTS will install a Huddy IQ smart auto framing camera with mount. This camera will connect to the AirMedia for BYOD video conferencing applications.

Audio:

CTS will install a Biamp Devio Kit that includes the Devio DSP, (2) Ceiling Mics, and (2) Ceiling Speakers. The Devio will connect to the AirMedia USB and the Audio control will be through the connected Laptop volume control.

Programming:

The Room will have an Occupancy Sensor that will wake the room up based on occupancy.

Training:

CTS will provide 2 hours of onsite system training at the completion of the installation.

Assumptions

- Existing 120 Volt Power Outlets will be utilized for the new AV System
- COF IT will provide IP addresses for AirMedia connections to Public Wi-Fi for wireless connections.
- COF IT will provide IP addresses and configuration for the system to communicate to the internet on.

Exclusions

- 120V Power Outlets and Conduits
- Painting and Patching or Drywall Repairs



Corporate Technology Solutions, LLC

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 Tempe, Arizona 85281
 (480) 377 - 0225
www.ctscabling.com

Customer Information

To: City of Flagstaff
Contact: Paul Santana
Address: 211 W. Aspen Avenue
City: Flagstaff
State/Zip: AZ, 86001

Project Name

Nacet Facility - CR-Policy Room

PRICING SCHEDULE

Materials	14,862.00
Labor	2,112.00
S & H	372.00
Travel	960.00
Sub Total	18306.00
Tax Rate	9.18%
Material Tax	1,364.48
Labor Tax	0.00
Total	19,670.48

Customer Authorization

Approved By: _____

Signature: _____

Quotation

Quote #:	505044
Date:	2/26/2025
Estimator:	Kevin Livingston
Sales:	Kevin Livingston

All applicable taxes must apply. Quote valid for 30 days.

CTS is a licensed and bonded contractor.

CTS supports a drug free workplace.

Payment terms NET 30

Type of Contract: MARRA

Billing Information

Address: _____

Attn: _____

PO # _____

BILL OF MATERIALS LIST

Quote: 505044
 Date: 2/26/2025
 Estimator: Kevin Livingston
 Sales: Kevin Livingston
 Customer: City of Flagstaff
 Job Name: Nacet Facility - CR-Policy Room



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 Tempe, Arizona 85281
 (480) 377 - 0225
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melrod@ctscabling.com
klivingston@ctscabling.com

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
SECTION 1	CTS	ROUGH IN/HORIZONTAL		
Covid	P-C6-BLK-1KB	Category 6 Cable - 550 MHz - Black Jacket - Unshielded - Solid Conductors - Plenum	EA	1
SECTION 2	CTS	CONNECTIVITY		
Biamp	MRB-M-SCX400-C	Certified meeting room bundle (DSP, 1 Parle Ceiling Mics, and (2) Speakers)	EA	1
Biamp	TCM-XEX White	Expansion AVB Beamtracking ceiling microphone, white surface mount	EA	1
Crestron	CEN-ODT-C-POE	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	EA	1
Crestron	HD-RXC-4KZ-101	DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable	EA	1
Crestron	HD-TXC-4KZ-101	DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS 232, and IR Signal Extension over CATx Cable	EA	1
Crestron	AM3-212 KIT	AirMedia Series 3 Kit with AM-3200-WF Receiver, two AM-TX3-100 Adaptors, and Cradle	EA	1
Crestron	CCS-CAM-USB-F-400	Huddly IQ Collaboration Camera	EA	1
Crestron	UC-CAM-WMK	Wall Mount Kit for Crestron Cameras	EA	1
Netgear	GS305EP	5-Port Gigabit Ethernet Plus PoE Switch (63W)	EA	1
SnapAV	B6-4K2-2	Binary B6 Series 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek - 2M (5.56FT)	EA	1
SnapAV	B6-4K2-3	Binary B6 Series 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek - 3M (9.84FT)	EA	1
SnapAV	B-USB2-AA-4M	Binary USB 2.0 Reversible A Male to A Male Cable - 13.1	EA	2
SnapAV	SM-CS-ART2-XL	Universal Articulating Dual Arm Mount - 37-90" Displays	EA	1
SnapAV	SM-RBX-PRO-20-BLK	Strong VersaBox Pro Recessed Dual Layer Flat Panel Solution 20" x 14"	EA	1
SnapAV	WB-200-CE-4	WattBox 200 Series Compact Power Conditioner with Coax and Ethernet - 4 Outlets	EA	2
Sony	FW75BZ35L	75-inch BRAVIA 4K HDR Prof'l Display 24/7 550 NIT	EA	1
SECTION 3	CTS	CABLE SUPPORT/PATHWAY/CONDUIT		
Tamarco	2" J-Hook Clip-on	2" J-Hook Clip-on Comfort Cradle	EA	8
SECTION 4	CTS	EQUIPMENT ROOM BUILD OUT(S)		
SECTION 5	CTS	FIBER OPTIC AND COPPER BACKBONE SYSTEM		
SECTION 6	CTS	TESTING AND PROGRAMMING		
SECTION 7	CTS	PRECON/PROJECT MANAGEMENT/FINAL DOCS		
Labor Only	CTS	Project Management Hours	EA	1
Labor Only	CTS	Owner Training	EA	1
SECTION 8	CTS	MISC. ITEMS		

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Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.



PHOENIX

TUCSON

PROJECT NAME

***City of Flagstaff
NACET / Moonshot Facility
CR-NACET Large Conference Room
(Revision I)***



Paul Santana

Scope of Work and Proposal

Due Date:
02/26/2025

***Respectfully Submitted By:
Kevin Livingston
(480) 377 - 0225 Ext:237
(602) 397-0505 Cell***

Corporate Technology Solutions, LLC
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1971 E. 5th Street, Suite 111
Tempe, Arizona 85288
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www.ctscabling.com

Access Control • Audio/Visual • CCTV • DAS • Fiber Optics • Intercom • Nurse Call • Security • Structured Cabling • WiFi

SCOPE OF WORK

CR-NACET Large AV Scopes:

Demo:

At the headend rack location, CTS will remove all existing AV equipment and AV rack. CTS will reuse the existing drawer, shelving and PDU Cords.

In the Room, CTS will remove the RTI touch Screens from the room, note holes will need to be patched and painted by others. CTS will pull the existing HDMI Décora plates out of the walls but will reuse the category cabling that is feeding them. CTS will remove the two Epson projectors but will leave and reuse the projection screens. The two TV's will remain in place, CTS will reuse the cabling that is feeding the TV's HDMI baluns, but the actual baluns will be removed.

New Work:

Headend:

CTS will install a new wall mounted 12RU Wall Rack and install Crestron CP4N Control System processor, Netgear AV Line PoE + Switch, Biamp DSP, Dante audio to USB Converter, (2) camera decoders and (1) NVX-351 Encoder.

In the Room:

CTS will install (2) Sony 7300 Lumens Laser projectors that will project onto the existing motorized screens. The existing category cabling that is feeding the projectors will be connected to the new AV Lan and use with new Crestron NVX Decoders. CTS will control the projectors over IP or RS232. At the (2) existing TV locations, CTS will reuse the mounts and install new 75" Sony Displays using the existing cabling to feed new NVX Decoders with the TV's being controlled by IP, RS232 or IR from the NVX units.

Podiums:

CTS will install a new podium for each room. The West room will have BYOD video conferencing capabilities while the east room will just be local room control and laptop inputs to the east room while in uncombined room mode. The west room will connect to the floor box network connection while the east room will connect to the wall network connections currently being used for HDMI and network. Inside the podiums CTS will install Crestron NVX-384 encoders that will have USB-C and HDMI connections along with USB 2.0 for the room audio and camera BYOD Connection to the guest laptop.

Podium Microphones:

CTS will add a Gooseneck Mic to each new podium for presenter voice lift into the room speakers as well as into BYOD video conferencing stream. The mic will be feed into RDL mic/line preamps that will supply phantom power to the mics and convert the mic level over to line level feed which will be injected into the NVX 384 audio inputs for AES67 audio over network back to the Biamp DSP.

Touch Screens:

CTS will install a new Crestron TS-770 tabletop touch screen for each room on the podiums with the network feeding into the Aux port of the podium NVX-384.

Cameras:

CTS will install a total of (2) PTZ Optic cameras in the west room with a camera being installed in the front and back of the room. In room combined mode the cameras will feed to the west presenter podium. In room uncombined mode the cameras will be available in the west room but not in the east room. The CP4N processor will control the PTZ Cameras over IP. CTS will install Network decoders to decode the camera feeds and convert them into HDMI feeds which will then feed into an NVX-351 2x1 HDMI switcher/ encoder with the HDMI output feeding to USB converter, from there the usb will be injected back into the USB port of the NVX351 to feed the camera to the podium NVX for BYOD Cameras.

Ceiling Mics:

CTS will install a Sennheiser Ceiling Mic for each room for audience participation in video conferencing applications. Controls of the mics will be placed on the Touch Panels for privacy muting and zoning control. In uncombined mode the East room mic will be muted and unavailable.

Audio:

CTS will provide a new Biamp DSP for the audio processor for the room to handle all the microphone mixing, processing and control. CTS will install a new Crestron Amplifier that will power the existing ceiling speakers. BYOD Audio will be through Dante network audio to USB converter connected to the rack NVX 351 unit to send audio over the network to the Podium NVX encoder using the USB output to feed the laptop usb.

Wireless Mic:

CTS will install (1) Dual Channel Mic receiver in the AV Rack and provide (1) Handheld Wireless Mic and (1) Lavalier Wireless Mic that will be available to the combined rooms or West room.

Programming:

CTS will provide custom Crestron and Biamp System programming along with creating new touch panel graphics to make the AV systems easily controlled by general Staff and Public that rents the space.

Training:

CTS will provide 2 hours of onsite system training at the completion of the installation.

Assumptions

- Existing 120 Volt Power Outlets will be utilized for new AV System
- COF IT will provide IP address for AirMedia connections to the Public Wi-Fi for wireless connections.
- COF IT will provide IP addresses and configuration for the system to communicate to the internet on.

Exclusions

- 120V Power Outlets and Conduits
- Painting and Patching or Drywall Repairs



Corporate Technology Solutions, LLC

1971 E. 5th Street Suite 111
 Tempe, Arizona 85281
 (480) 377 - 0225
www.ctscabling.com

Customer Information

To: City of Flagstaff
Contact: Paul Santana
Address: 211 W. Aspen Avenue
City: Flagstaff
State/Zip: AZ, 86001

Project Name

Nacet Facility - CR-NACET Large

PRICING SCHEDULE

Materials	66,407.00
Labor	9,760.00
S & H	1,661.00
Travel	1,547.00
Sub Total	79,375.00
Tax Rate	9.18%
Material Tax	6,096.83
Labor Tax	0.00
Total	85,471.83

Customer Authorization

Approved By: _____

Signature: _____

Quotation

Quote #:	505044 - Revision 1
Date:	2/26/2025
Estimator:	Kevin Livingston
Sales:	Kevin Livingston

All applicable taxes must apply. Quote valid for 30 days.
 CTS is a licensed and bonded contractor.
 CTS supports a drug free workplace.
 Payment terms NET 30

Type of Contract: MRRA

Billing Information

Address: _____

 Attn: _____
 PO # _____

BILL OF MATERIALS LIST

Quote: 505044 - Revision 1
 Date: 2/26/2025
 Estimator: Kevin Livingston
 Sales: Kevin Livingston
 Customer: City of Flagstaff
 Job Name: Nacet Facility - CR-NACET Large



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 Tempe, Arizona 85281
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www.ctscabling.com
melrod@ctscabling.com
kivingston@ctscabling.com

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY
SECTION 1	CTS	ROUGH IN/HORIZONTAL		
Covid	P-C6-BLK-1KB	Category 6 Cable - 550 MHz - Black Jacket - Unshielded - Solid Conductors - Plenum	EA	2
SECTION 2	CTS	CONNECTIVITY		
Audinate	ADP-DAI-AU-1X0	Dante AVIO Analog Input Adapter, 1-Channel	EA	2
Audinate	ADP-USB-AU-2X2	2x2 USB Type-A I/O Adapter for Dante Audio Network	EA	1
Biamp	TesiraFORTÉ DAN VT	DSP with 12 analog in, 8 analog out, 8 ch-USB, 32 x 32 ch-Dante,4-AEC , 2 ch- VoIP,FXO telephone	EA	1
Chief	SYSAUB	Ceiling Projector Mounting Kit	EA	2
COVID	NEU-NE8FDY-C6-B	EtherCON Connector - CAT6 - D-Shape Black Metal Housing	EA	4
COVID	NEU-NE8MC6-MO	EtherCON Connector - CAT6 - All-in-One Set	EA	4
Crestron	AMP-X300	X Series Amplifier	EA	1
Crestron	CEN-ODT-C-POE	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	EA	2
Crestron	CP4N	4-Series Control System w/Sub Control Network	EA	1
Crestron	DM-NVX-351	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder with Downmixing and 2 HDMI Inputs	EA	1
Crestron	DM-NVX-384	DM NVX 5K 4x1 AV-over-IP Switcher with HDMI and USB-C Connectivity	EA	2
Crestron	DM-NVX-D30	DigitalMedia 4K60 4:4:4 HDR Network AV Decoder	EA	4
Crestron	HD-CONV-USB-300	USB Converter with HDMI and Analog Audio Input	EA	1
Crestron	HD-MD2X1-8K	2x1 8K AV Switcher and Smart Display Controller - (For Camera Switching)	EA	1
Crestron	TS-770-B-S	7 in. Tabletop Touch Screen, Black Smooth	EA	2
CTS-AV	CTS -AV-Interconnect	AV Interconnect Cabling and rack build	EA	1
Lumens	OIP-N60D	AV over IP /NDI HX 4K Decoder (Camera Decoders)	EA	2
Middle Atlantic	L2LDC2FCMGE	L2 Series Lectern, 28"W 25"D, Grained GRAINED EBONY ASH Finish, with Connectivity and Flip Up Shelf	EA	2
Netgear	GSM4230PX-100NAS	24-Port Gigabit PoE+ Managed Network Switch with 480Watt PoE budget	EA	1
PTZ Optics	PT12X-4K-WH-G3	PTZ 4K / HD 12X Zoom Camera - White	EA	2
PTZ Optics	PT-CM-1-WH	Ceiling Mount Kit	EA	2
RDL	PS-24KX	24 Vdc Switching Power Supply	EA	2
RDL	STM-1	Mic to Line Level Preamplifier with Phantom Power	EA	2
Sennheiser	509178	TEAMCONNECT CEILING 2 - White	EA	2
Sennheiser	509329	Digital wireless lavalier/handheld set. Contents: (1) EW-DX EM 2 receiver (1) SKM-S handheld transmitter (1) EW	EA	1
Shure	MX424/S	Shure 24" gooseneck microphone, Cardioid capsule	EA	2
SnapAV	SR-LACEBAR-H-OFF2	Strong Rack Horizontal Lacing L Bar with Offset - Pack of 5	EA	1
SnapAV	SR-SHELF-2U	Strong Rack Shelves - 2RU	EA	2
SnapAV	SR-WMS-12U	Strong Wall Mount Rack System 12U	EA	1
SnapAV	WB-11-LIGHT	WattBox Rack Mount Lighted Power Surge Protector - 11 Outlets	EA	2
SnapAV	WB-200-CE-4	WattBox 200 Series Compact Power Conditioner with Coax and Ethernet - 4 Outlets	EA	2
SnapAV	WB-400-VCE-12	WattBox Power Conditioner with Coax and Ethernet Protection - 12 Outlets	EA	1
SnapAV	WP-C6PC-BOX25-1-BLK	Wirepath Cat6 Ethernet Patch Cable - 1 ft 25 pack	EA	1
Sony	VPL-FH285	WUXGA Laser Projector, 7,300 Lumens, White	EA	2
Sony	FW75BZ35L	75-inch BRAVIA 4K HDR Prof'l Display 24/7 550 NIT	EA	2
SECTION 3	CTS	CABLE SUPPORT/PATHWAY/CONDUIT		
Tamarco	2" J-Hook Clip-on	2" J-Hook Clip-on Comfort Cradle	EA	8
SECTION 4	CTS	EQUIPMENT ROOM BUILD OUT(S)		
SECTION 5	CTS	FIBER OPTIC AND COPPER BACKBONE SYSTEM		
SECTION 6	CTS	TESTING AND PROGRAMMING		
Labor Only	CTS	Crestron Programming	EA	1
Labor Only	CTS	DSP Programming	EA	1
SECTION 7	CTS	PRECON/PROJECT MANAGEMENT/FINAL DOCS		
Labor Only	CTS	Project Management Hours	EA	1
Labor Only	CTS	Owner Training	EA	1
SECTION 8	CTS	MISC. ITEMS		

CTS STANDARD PROVISIONS

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This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work. Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at \$2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

*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.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

SPECIAL INSURANCE REQUIREMENTS

(March 5, 2025)

*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	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

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 \$200,000

f. Network Security and Privacy Liability

Per claim	\$1,000,000
Annual Aggregate	\$1,000,000

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.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Justin Emerick, Project Manager, Water Services
Co-Submitter: Mac McNamara
Co-Submitter: Mac McNamara
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Contract: Amendment No. 1 to the Professional Services Contract with Brown and Caldwell for an increase in compensation of \$63,073 for the Lake Mary Treatment Plan Basin Design.

STAFF RECOMMENDED ACTION:

1. Approve Amendment No. 1 to the Professional Services Contract with Brown and Caldwell for an increase in compensation of \$63,073 for the Lake Mary Treatment Plan Basin Design; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The Lake Mary Sedimentation Basins Rehabilitation & Equipment Replacement Design Project is a capital project within Water Services that was designed in 2021 (Project). Design firm Brown and Caldwell was selected through an RSOQ process to serve as the Design Engineer for this Project. Council approved the contract with Brown and Caldwell in the amount of \$374,236 for these design services. The underlying Project was advertised and bids came in that were greater than the construction budget; the Project was put on hold while more funds were collected for the Project.

On January 7, 2025, City Council approved the pre-construction services with PCL Construction for the underlying CMAR construction Project. Water Services would like to amend the original 5-year contract with Brown and Caldwell, which will expire April 15, 2025, for design and construction related services to continue working with Brown and Caldwell as the original Design Engineers. The proposed amendment would allow a standard 3-year term with two one-year extensions. Procurement Director, Patrick Brown, has provided a written determination that extending the contract beyond the original five-year period would be advantageous to the City. Amendment No. 1 with Brown and Caldwell for these design and construction services totals \$63,073.

Financial Impact:

Lake Mary Sedimentation Basins Rehabilitation and Equipment Replacement Project - Design and Pre-construction Services
Cost: \$63,073
Account Number Budgeted: 202-08-370-3372-0-4421 & 202-08-370-3372-0-4463
FY Budgeted Amount:\$70,000
Grant Funded: No
Funding Source: Water Infrastructure Capital Program

Policy Impact:

This Amendment No. 1 with Brown and Caldwell will increase our ability to meet current and future water

demand from our customers. The success of this Project will increase our system resiliency and modernize the mechanical and electrical systems that we rely on for water production. Current Water Services Capital Improvement Program policy seeks to replace aging water infrastructure to reduce the risks of system failure potential and increase system resiliency and reliance.

Previous Council Decision or Community Discussion:

- January 15, 2022 - City Council approved a Contract for Professional Services with Brown and Caldwell for the Lake Mary Sedimentation Basins Rehabilitation Design Project.
- January 7, 2025 - City Council approved the pre-construction services CMAR Contract with PCL Construction for for the Lake Mary Sedimentation Basins Rehabilitation Design Project.

Options and Alternatives to Recommended Action:

1. Approve Amendment No. 1 authorizing additional payment of \$63,073 to Brown and Caldwell for the Lake Mary Sedimentation Basins Rehabilitation Project to allow this Project to proceed with the original Design Engineer; or
2. Not approve Amendment No. 1 with Brown and Caldwell for these design and pre-construction services.

Background and History:

The Lake Mary Water Production Plant can produce up to eight million gallons of potable water per day. The treatment processes at the plant are able to treat water from Lake Mary through various mechanisms. One stage of this treatment process, the sedimentation removal process, utilizes large basins and mixing equipment to remove suspended solids from the lake water. These large concrete basins have been in service for nearly 60 years and are beginning to show their age. The concrete basins as well as the large mixing mechanisms are due for rehabilitation and replacement as failure of this system would dramatically reduce our abilities to produce this precious water resource.

Connection to PBB Priorities and Objectives:

- Sustainable and Innovative Infrastructure
- Safe and Healthy Community
- High Performing Governance
- Environmental Stewardship

Connection to Regional Plan:

- Sustainably producing potable water resources
- Implementing Water CIP projects to address aging infrastructure
- Ensuring water resources are sustainably produced for future generations

Connection to Carbon Neutrality Plan:

This project will serve the carbon neutrality plan through the maintenance and upgrades to existing infrastructure, reducing the need to build new additional water production infrastructure.

Connection to 10-Year Housing Plan:

This project will ensure water resources are developed for continued growth.

Connection to Division Specific Plan:

The Water Services Division Capital Improvements Program addresses the replacement of aging infrastructure to meet current and future growth demands.

Attachments: Amendment No. 1

AMENDMENT NO. 1
CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2018-24

LAKE MARY TREATMENT PLANT BASIN DESIGN

This Amendment No. 1 is entered into on this 8th day of January, 2025, to the Contract for Professional Services dated the 15th day of January, 2020, hereinafter referred to as the “Contract”, between the City of Flagstaff, a political subdivision of the state of Arizona (“City”) and Brown and Caldwell, a California corporation (“Firm”).

RECITALS:

WHEREAS, the City continues to desire receiving and the Firm continues to be able to provide professional architect/engineering services for public works projects; and

WHEREAS, the first change order to the Contract added Construction Administration Services to the Firm’s scope of work and increased its compensation by \$196,000; and

WHEREAS, the City now wishes to authorize certain Preconstruction Services and extend the term of the Contract;

NOW, THEREFORE, in consideration for the mutual promises contained herein the City and the Firm (“the Parties”) agree as follows:

Scope of Work: This Amendment No. 1 authorizes Firm to perform the Preconstruction Services described in the attached Exhibit A, dated December 30, 2024 (the “Services”).

Compensation: The Firm’s compensation for the Services is detailed in the attached Exhibit B – Fee Proposal, which increases Firm’s compensation by \$63,073.

Schedule of Services: The Firm agrees to perform the Services in accordance with the attached Exhibit C – CMAR Schedule.

Unless terminated pursuant to the Standard Terms and Conditions (T34), the Parties agree the term of the Contract shall be for a period of three (3) years from execution of this Amendment No. 1 with an option to renew for two (2), one (1)-year periods.

[Signature Page Follows]

BROWN AND CALDWELL

Printed name: _____

Title: _____

CITY OF FLAGSTAFF

Printed name: _____

Titled: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Attachments:

Exhibit A: Scope of Work – Preconstruction Services

Exhibit B: Fee Proposal

Exhibit C: CMAR Schedule

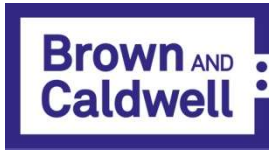


Exhibit A

Scope of Work – Preconstruction Services

City of Flagstaff

Lake Mary Water Treatment Plant

Flocculation and Sedimentation Basin Rehabilitation

December 30, 2024

Project Overview

The City of Flagstaff (City) owns and operates the Lake Mary Water Treatment Plant which includes conventional flocculation and sedimentation facilities that have been in operation for approximately 60 years. The flocculation and sedimentation basin structures and equipment are in deteriorated condition and require replacement and rehabilitation. Brown and Caldwell (BC) prepared and delivered design documents, including drawings and specifications, to the City for the replacement and rehabilitation improvements. The City has selected a Construction Manager at Risk (CMAR) for the project and BC will work with the CMAR during the preconstruction services stage of construction. BC is also under contract with the City to provide engineering services during construction.

Preconstruction services will consist of the following tasks:

1. Preconstruction
2. GMP 1 – Construction Budget Development

The objective of this change order is to provide preconstruction services to assist the CMAR with concrete repair scoping, concrete repair investigations, GMP development, and assist in planning and coordination of maintenance of plant operations.

Phase 100 Preconstruction Services

For this change order, BC will provide preconstruction services associated with the scoping and development of GMP 1.

Task 101 Preconstruction

BC's project manager, a process mechanical engineer, and a project engineer will support the development of GMP 1 and includes the following activities:

1. Attend one on-site kickoff meeting (project manager only).
2. Attend four monthly project meetings that will be held virtually on Microsoft Teams.
3. Attend two price model / GMP presentations and provide review comments (both meetings are held virtually).
4. BC's project manager will attend two site visits with the CMAR. A project engineer will attend one site visit.
5. Provide a review of the subcontractor selection plan.
6. Provide a review of the potholing plan to identify underground utilities.
7. Coordinate with the CMAR and City on alternative equipment specifications, materials, and construction sequencing.
8. Attend two site visits for concrete investigation and review results with a structural engineer.
9. Review electrical report with an electrical engineer.
10. Review 100% construction document development.
11. Provide project management services for 5 months.

Task 102 GMP 1 Construction Budget Development

1. Coordinate with CMAR and City on equipment, materials, construction sequencing, and maintenance of plant operations plans.
2. Provide two reviews of GMP 1 documents.
3. 4 months of project management.

Travel Allowances

Expenses are included for four round-trip site visits from Phoenix, Arizona to the Lake Mary Water Treatment Plant in Flagstaff, Arizona. A travel allowance of \$1,240 is included and accounted for in Phase 101 and Phase 102.

1. 2023 IRS standard mileage rate of 65.5 cents per mile. Assumed four round-trip from Phoenix, Arizona at 170 miles each way. Total amount included for mileage is \$890.
2. Meals and incidentals are included for \$100.
3. One over-night stay is included for \$250 for lodging, meals, and incidentals.

Deliverables:

The following deliverables will be provided upon City request and at the end of the project:

- There are no formal deliverables for this project. Emails will be used for project documentation.
- Engineer will maintain a log to document changes to the Final Construction Documents.

Assumptions

- The entire project will be awarded to one CMAR who will be responsible for all work, including major equipment procurement, installation, and start-up.
- Scope and fee is based on the CMAR preliminary preconstruction schedule. Refer to Exhibit C.
- BC will not develop figures or provide updates to the Final Construction Documents. CMAR will document any changes to the 100% construction documents in the GMP 1 documents.
- CMAR will provide copies of all investigation reports and field work conducted during the development of GMP 1.
- Effort for BC cost estimators to review GMPs, cost models, or update previous construction cost estimates is not included.
- Documentation of meetings, meeting minutes, and action items is the responsibility of the CMAR.

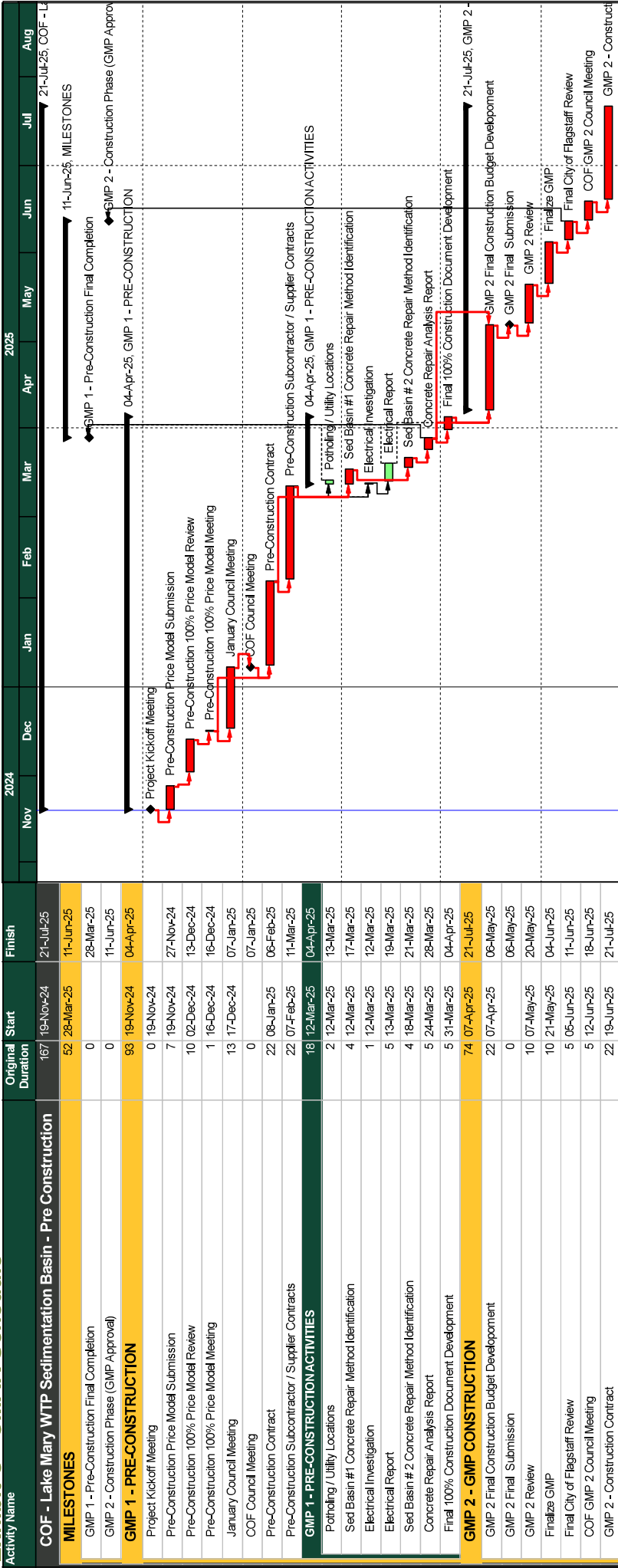
Compensation

Compensation for services stated herein shall be on lump sum basis in the amount shown in Exhibit B. Invoices will be billed monthly on the basis of earned value (percent complete) for the tasks outlined in the Scope of Services.

Exhibit B - Fee Proposal

Phase Description	Task	Task Description	Total Labor Hours	Total Labor Effort	Business & Travel Meals	Lodging	Mileage	Total ODCs	Total Expense Effort	Total Effort
Preconstruction Services			287	61,833	100	250	890	1,240	1,240	63,073
100	****	Default	0	0	0	0	0	0	0	0
	101	Preconstruction Services	161	36,878	100	250	890	1,240	1,240	38,118
		Project Management	33	6,017	0	0	0	0	0	6,017
		Meetings & Site Visits	67	15,609	50	250	445	745	745	16,354
		Concrete Investigation	26	6,940	50	0	445	495	495	7,435
		Procurement Coordination	29	6,430	0	0	0	0	0	6,430
		Review Construction Documents	7	1,882	0	0	0	0	0	1,882
		GMP 1 - Construction Budget								
	102	Development	126	24,955	0	0	0	0	0	24,955
		Project Management	34	6,368	0	0	0	0	0	6,368
		Procurement & MOPO Coordination	72	14,204	0	0	0	0	0	14,204
		Review GMP 1	20	4,383	0	0	0	0	0	4,383
GRAND TOTAL			287	61,833	100	250	890	1,240	1,240	63,073

Exhibit C - CMAR Schedule



Data Date: 19-Nov-24
Print Date: 25-Nov-24
Page 1 of 1

- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- █ Remaining Level of Effort
- █ Actual Level of Effort
- ◆ Milestone

PCL CONSTRUCTION, INC.
CITY OF FLAGSTAFF - LAKE MARY WTP SEDIMENTATION BASIN
IMPROVEMENTS PRE-CONSTRUCTION



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Georganna Staskey, Deputy City Clerk
Date: 03/13/2025
Meeting Date: 03/18/2025



TITLE:

Council Confirmation of Direction: Council met in executive session on March 18, 2025 to consult with and give instructions and direction to its legal counsel regarding litigation.

STAFF RECOMMENDED ACTION:

Direct staff to follow City Council instruction and direction given in executive session

Executive Summary:

Council met in executive session on March 18, 2025 to consult with and give instructions and direction to its legal counsel regarding litigation.

Financial Impact:

Project Name:
Cost:
Account Number Budgeted:
FY Budgeted Amount:
Grant Funded:
Funding Source:

Policy Impact:

Previous Council Decision or Community Discussion:

Options and Alternatives to Recommended Action:

Connection to PBB Priorities and Objectives:

Connection to Regional Plan:

Connection to Carbon Neutrality Plan:

Connection to 10-Year Housing Plan:

Attachments:

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Brandi Suda, Finance Director
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Audited Financial Reports: Year ending June 30, 2024

STAFF RECOMMENDED ACTION:

Approve the FY 2023-2024 Annual Comprehensive Financial Report and the FY 2023-2024 Single Audit Report

Executive Summary:

The City is required to perform an annual audit each year, pursuant to Arizona Revised Statutes (A.R.S.) Section 9-481 and the City Charter (Article VI, Section 5); this audit is commonly known as the Annual Comprehensive Financial Report (ACFR). The ACFR is reviewed by an independent auditor to provide reasonable assurance that the financial statements are free of material misstatements. In addition, the City also obtains an annual Single Audit as a condition of receiving federal assistance in excess of \$750,000. An independent auditor performs the Single Audit.

Pursuant to A.R.S. Section 9-481, the certified public accountant who performed the audit is to present audit results and any findings to the council in a regular meeting, without the use of a consent agenda, within 90 days of audit completion.

Financial Impact:

There is no financial impact on approving the City's Fiscal Year 2023-2024 Annual Comprehensive Financial Report (ACFR) or the FY 2023-2024 Single Audit. However, should the City not perform an annual audit of its financial statements and complete a Single Audit, the City could lose valuable grant funding. The amount of reimbursements of Federal Award reported for in the Fiscal Year 2023- 2024 was \$31.2 million. State and local grant funding totaled \$10.6 million in Fiscal Year 2023-2024.

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

- Approve the City's FY 2023-2024 ACFR and FY 2023-2024 Single Audit Report.
- Do not approve the City's FY 2023-2024 ACFR, FY 2023-2024 Single Audit report, and provide direction to the Audit Committee or independent auditor to address Council's questions/issues.

Background and History:

The City is required to perform an independent annual financial audit per City Charter Article VI, Section 5

which states:

"Prior to the end of each fiscal year, the Council shall designate an independent Certified Public Accountant, who, as of the end of the fiscal year, shall make up an audit of accounts and other evidence of financial transactions of the City government, and shall submit a long-form report, including recommendations concerning policy and fiscal procedures, to the Council, and to the City Manager. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the City government or of any of its officers. The accountant shall, within specifications approved by the Council, post-audit the books and documents kept by the City, and any separate or subordinate accounts kept by any other office, department, or agency of the City government."

In addition to the financial audit, the City is required to complete a Single Audit because it receives more than \$750,000 in federal assistance. The City has hired Heinfeld, Meech & Company, P.C. (the Auditors). The Auditors work directly with the Finance Staff as well as other City Divisions & Sections to complete a review of the City's financial data and internal controls. The financial reports are the responsibility of the City and are based on the activity of the fiscal year. The ACFR is presented in accordance with all standards as defined by the Government Accounting Standards Board (GASB). The Auditors are not responsible for reviewing every transaction for the fiscal year, however, based on the standards the Auditors plan and perform the audit to obtain reasonable assurance that the statements are free of material misstatements. The Auditors prepare the Single Audit which is an independent assessment of City finances and includes a schedule of expenditures of federal fund awards.

The City has established an Audit Committee to review the financial reports and findings (ACFR and the Single Audit). The committee discusses the information and makes a recommendation to Council to accept or reject the financial reports. The Audit Committee is represented by a City Councilmember, the City Manager, the Management Services Director and three community members:

- Lori Matthews, Councilmember
- David Cospers, CPA
- John Cortese, CPA, MBA
- Vacancy (1)
- Greg Clifton, City Manager
- Rick Tadder, Management Services Director

The audit committee meeting is currently scheduled for March 14, 2025. Staff will share the audit committee action and the presentation will be attached prior to the March 18, 2025 Council Meeting.

Connection to PBB Priorities and Objectives:

Financial Reporting supports the Key Community Priority of High Performing Governance by furthering the following associated Objectives:

- Encourage public trust through transparency...
- Maintain the organization's fiscal stability through strong financial policies and best practices, and
- Implement and communicate innovative and efficient local government programs, new ideas, and best practices

Connection to Regional Plan:

None.

Connection to Carbon Neutrality Plan:

None.

Connection to 10-Year Housing Plan:

None.

Connection to Division Specific Plan:

None.

Attachments: [Annual Comprehensive Financial Statement FY2023-2024](#)
[Single Audit Report FY2023-2024](#)
[Governance Communication FY2023-2024](#)
[Presentation](#)

City of 7 Wonders

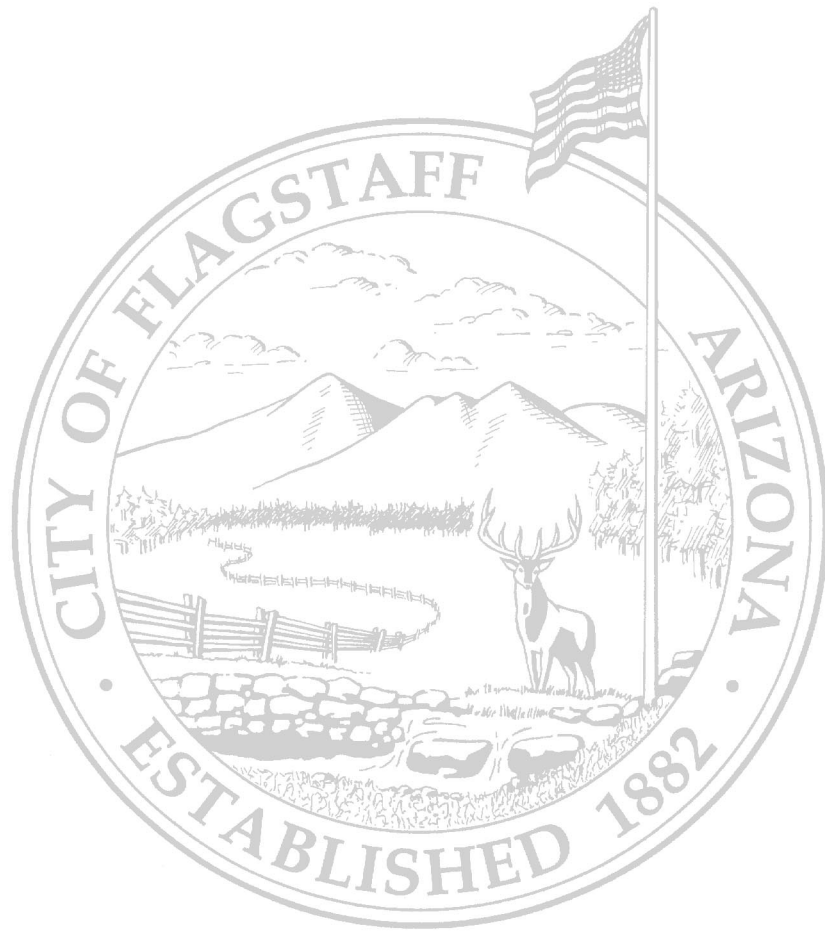
Learn about the Seven Wonders at discoverflagstaff.com



City of Flagstaff

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Fiscal Year Ended June 30, 2024



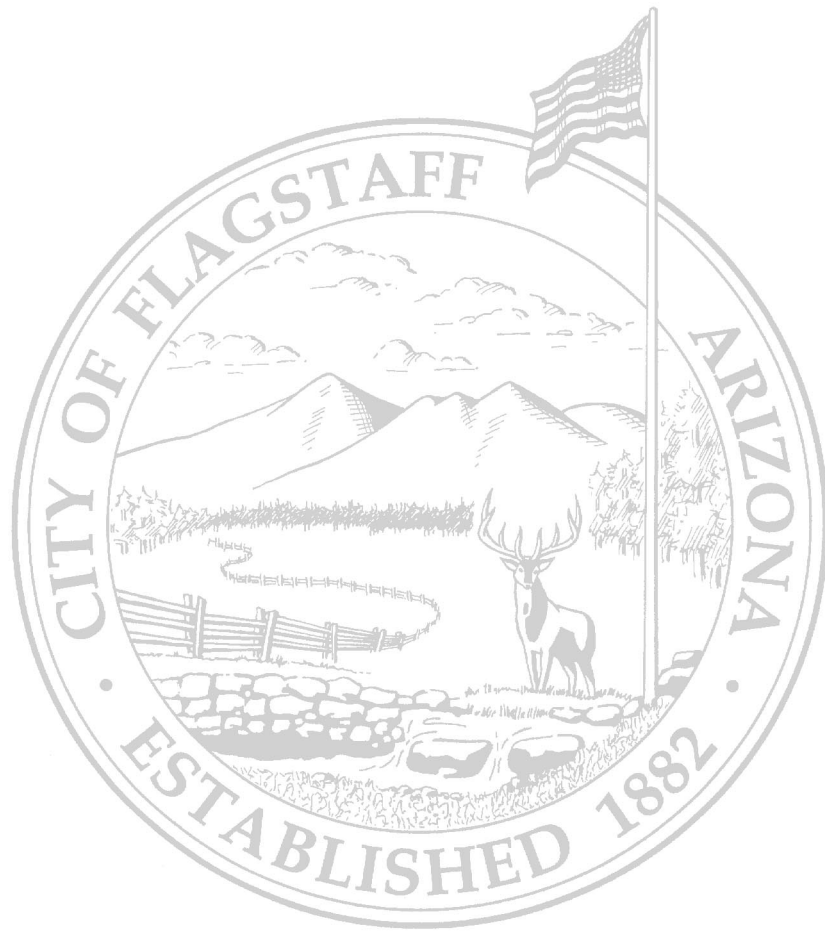
Annual Comprehensive Financial Report

For Fiscal Year Ended
June 30, 2024

City of Flagstaff, Arizona



**Prepared By:
Management Services Division
Finance Section**



City of Flagstaff
Annual Comprehensive Financial Report
For the Fiscal Year Ended June 30, 2024

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City of Flagstaff

December 19, 2024

To the Honorable Mayor, City Council and Citizens of the City of Flagstaff, Arizona:

I am pleased to submit the Annual Comprehensive Financial Report for the City of Flagstaff, Arizona for the fiscal year ended June 30, 2024, as required by Article VI, Section 5 of the City Charter. This report is published to fulfill that requirement for the fiscal year ended June 30, 2024.

Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Flagstaff are protected from loss, theft or misuse and that adequate accounting data is compiled to allow for the preparation of the basic financial statements in conformity with generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the City of Flagstaff's comprehensive framework of internal controls have been designed to provide reasonable, rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Heinfeld, Meech & Co., P.C., a firm of licensed certified public accountants, have issued an unmodified ("clean") opinion on the City of Flagstaff's financial statements for the year ended June 30, 2024. The independent auditors' report is located at the front of the financial section of this report.

Management's discussion and analysis (MD&A) immediately follows the independent auditors' report and provides a narrative introduction, overview and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

City of Flagstaff Profile

Flagstaff is located in Coconino County, Arizona at the intersection of Interstate 17 and Interstate 40. Flagstaff is the largest city in Northern Arizona and is the regional center and county seat for Coconino County, the second largest county in the 48 contiguous states. The 2024 Arizona Department of Administration population of 80,566. The City of Flagstaff became a town in 1894, incorporated as a city in 1928 and its boundaries currently encompass an area of approximately 66 square miles. Flagstaff is nestled at the base of the San Francisco Peaks and is surrounded by one of the largest ponderosa pine forests on earth. Flagstaff drew its name from a very tall pine tree made into a flagpole in 1876 to celebrate our nation's centennial. At nearly 7,000 feet, Flagstaff is one of the highest elevation cities in the United States.

The City of Flagstaff operates under a council-manager form of government as provided by its Charter. The Mayor is elected at large on a non-partisan ballot for a two-year term and six City

Council members are elected at large on a non-partisan ballot for four-year terms. The City Council appoints the City Manager, who has full responsibility for carrying out City Council policies and administering City operations. The City Manager, in turn, appoints City employees and division heads under service procedures specified by Charter.

The City of Flagstaff provides a full range of services including General Government, Police and Fire Protection, Trash and Recycling Services, Transportation, Library, Parks, Recreation, Airport, Water, Wastewater, Housing Authority and Stormwater services.

The annual budget serves as the foundation for the City of Flagstaff's financial planning and control. The City Council formally adopts the budget and legally allocates, or appropriates, available monies for all funds and entities related to the City of Flagstaff. All funds and entities are included in the basic financial statements. The City Manager submits to the City Council each spring a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them. A public hearing is held prior to the budget's final adoption and tax levy in order to obtain taxpayer comments. The budget is legally enacted through the passage of a resolution and the tax levy is adopted by an ordinance. The resolution sets the limit for expenditures during the fiscal year. The legal level of control for the budget is the division level. Additional expenditures may be authorized for unanticipated and/or inadequately budgeted events threatening the public's health or safety as prescribed in Article 9, Section 20 of the State Constitution.

Local Economy

The City of Flagstaff continues to experience positive economic growth in our community. At June 30, 2024, overall General Fund revenues, excluding leases, grants, contributions and other financing resources, were well above the adopted budget for the fiscal year, \$5.6 million over budget. The biggest contributors to the revenue growth were interest income, sales taxes, and building permits. Court collections and charges for services were the only two classes in the General Fund that did not meet budget.

Employment

Flagstaff is a governmental, educational, transportation, cultural and commercial center. Government is one of the largest employment sectors. Major private employers in the Flagstaff area include Flagstaff Medical Center, W. L. Gore and Associates, Walmart, Grand Canyon Railway and Nestle Purina Pet Care. Major public employers in the Flagstaff area include Northern Arizona University (NAU), Flagstaff Unified School District, Coconino County, City of Flagstaff, U.S. Forest Service and Coconino Community College. Northern Arizona University, the largest employer in the City, has a major economic impact annually. It is the home of over 28,468 students in 118 bachelor's degree programs and 15 areas of interest for graduate degree programs. In addition, NAU's year-round use of its campus facilities draws in tourists from throughout the world. Campus activities include a multitude of music, educational and athletic camps, as well as a broad variety of conferences from across the nation.

Tourism is also a large employment sector. Based on a variety of data points, including our trusted partners at Arizona Office of Tourism, the Flagstaff tourism economy is at record levels of visitation and dollars spent. It is estimated that Flagstaff has 5.5 million day and overnight visitors annually. Tourism is a year-round industry attracting skiers in the winter, vacationers in the summer and sightseers viewing the aspens turning gold in the fall.

Transaction Privilege Taxes (Sales Taxes)

Transaction privilege taxes are often referred to as sales taxes. Sales taxes are the largest revenue resource for the City of Flagstaff's General Fund. The City currently has a combined sales tax rate of 2.281%, excluding a tax on food for home consumption (groceries). There is an additional 2% sales tax rate that applies only to transient lodging, restaurants, and bars. This is also known as bed, board, and beverage (BBB) tax. The City of Flagstaff collects four different sales taxes.

General Sales Tax

The first is a 1% tax on all taxable sales. This is a general-purpose tax that benefits the General Fund. The City of Flagstaff is the only city left in the State of Arizona that has a sunset clause on the general sales tax. At the November 2020 election, voters approved the continuation of the sales tax through June 30, 2035. Per Schedule 5 in the statistical section, the 1% general city sales tax receipts saw an increase of 3.2% compared to the prior fiscal year based on the modified accrual method. The average increase over the past five years is 7.4%. Every sales tax category except Use Tax, Publishing, Job Printing, Transportation, Timber, and Advertising had an increase over prior year. Retail, the largest category for sales tax, grew 2.6% (\$411,400). The City of Flagstaff's Restaurants/Bars categories continued strong growth in FY 2023-2024 by 4.2% and Hotel/Motel/Short Term Rentals where flat over the prior year. Construction Contracting saw the largest growth of the prior fiscal year of 21% (\$558,352). While the state is responsible for collections and auditing, the City continues to work with an external auditor to review tax collections and provide audits. The City continues to follow its' practice to not allocate 100% of sales tax revenues to ongoing budgetary needs due to the potential of fluctuation in recessionary periods.

Bed, Board and Beverage Tax

Bed, board and beverage (BBB) tax collects an additional 2% for motel rooms/campgrounds, restaurants and bars. This revenue is restricted in use to certain economic development, arts, beautification, parks and recreation or tourism activities. The BBB tax also has a sunset clause and was extended by voters in the November 2024 election to authorize through June 30, 2043. Tourism is a major industry to the City of Flagstaff's local economy. Per Schedule 5, this tax category saw a modest 1.9% increase over the prior year based on the modified accrual method. This is the is after coming of three years of BBB taxes increased in FY 2020-21 through FY 2022-23 of 20.8%, 18.7% and 6.7%, respectively. The average increase over the past five years is 7.4%.

Transportation Taxes

The transportation tax is a 1.281% sales tax on the same types of general sales; however, the tax is restricted in use to certain transportation projects. Per Schedule 5, this tax category saw a 3.1% increase over the prior year based on the modified accrual method. The four components of this tax include transportation (0.426%), transit (0.295%), road repair and street safety (0.330%), and Butler/Route 66 overpass (0.230%). Revenue trends are the same as the general sales tax. The transit component of the tax was approved by voters during the November 2024 election to extend through June 30, 2040 and increase the rate effective July 1, 2025 from 0.295% to 0.500%. Voters approved the extension of the transportation tax for roadway, pedestrian, bicycle and safety improvements and will expire June 30, 2041. Voters approved a road repair and street safety tax which is set to expire December 31, 2034. Voters approved a tax increase to construct a railroad overpass to connect Route 66 to Butler Avenue which expires June 30, 2039.

State Shared Revenues

Sales tax, income tax and vehicle registration tax: State shared revenues include a distribution of a portion of sales tax, income tax and vehicle registration tax collected by the State. A portion of the tax collections is distributed to cities and towns based on relative share of population in comparison with all other cities and towns. The population estimates are based on annual population estimates provided by the US Census Bureau except for census years. State shared sales tax revenues have increased for the fourteenth year in a row with a moderate growth of 1% in FY 2023-2024 these shared revenues. State income tax revenues increased by 37.7%. State shared income taxes are based on two years prior of tax collection, so they generally meet budget expectations. The City of Flagstaff anticipated this increase which was related to a change in the distribution to cities increasing from 15% to 18% as a result in legislative reductions to tax rates. We anticipate an approximately 19% reduction in the FY 2024-25 budget as the tax cuts begin to have an impact. State shared vehicle registration tax revenues increased by 1.9%.

Highway user revenue (gas tax): These revenues are distributed based on a complex Arizona Department of Transportation formula, based in part on the amount of fuel purchased in the region. This is a per gallon tax. The City generally benefits from lower gas prices and higher public consumption. Highway user revenues increased by 7.7%. We saw lower gas prices versus prior fiscal year which likely led to more fuel purchased.

Overall, these state shared revenues grew by 15.9% in FY 2023-2024 and 3.7% excluding the large increase in state shared income tax.

Property Taxes

Excluding new construction, total assessed valuations have increased 4.8% for tax year 2023, FY 2023-2024. Including new construction, total assessed valuations increased 5.2% for the tax year. Cities are statutorily allowed to set a primary property tax rate that would allow for 2% annual growth in levy (revenue) plus the additional levy generated from new construction. When the City of Flagstaff does not take advantage of the statutorily allowed 2% annual increase, it does not lose the ability to take the increase in the future. For FY 2024-2025 (tax year 2024) the City of Flagstaff did not adopt a rate that increased our levy by 2% the allowable limit. We are currently at 10% below the maximum allowable levy.

Budget Adjustments

The City Council approved three budget adjustments for FY 2023-2024. A budget adjustment of \$1.1 million was approved to provide funding to the City's incentive funds related to affordable housing. A budget adjustment of \$1.9M was approved to allow for additional contributions to the Public Safety Personnel Retirement for out police plan. The plans were at 97% funded and an additional \$3.2 million was contributed to being the plan back to 100% funded. A budget adjustment of \$9,800 for a division was approved due to personnel costs coming in higher than originally adopted.

These budget adjustments had no adverse financial impact to the City.

Additional Information

The FY 2024-2025 budget was adopted based on conservative estimates due to an uncertain economy related to inflation and potential recession. At budget adoption the City of Flagstaff is anticipating seeing moderate increase in General Fund budgeted revenue in FY 2023-2024 (excluding grants, miscellaneous revenue, rents and other financing sources) by 3% primarily related to our 1% sales tax, our state shared

sales tax revenues and building permits. Through September 2024, sales tax revenues are 11% above prior year to date actuals mainly due to construction and use taxes. State shared income taxes are 19% below prior year to date actuals. The reduction in state shared income taxes were planned as part of the budget adoption due to change to the state income tax rates approved in prior years. The City of Flagstaff increased its overall staffing count by 5.02 full-time equivalencies for the upcoming fiscal year.

Flagstaff is a community that is striving in many areas including science and technology, education, real estate and development, arts and culture, tourism, outdoor activities, transportation and health. NAU is reporting a small increase in student enrollment fall for the Flagstaff campus. Development within the City continues to be very strong in every sector; residential, commercial, industrial, mixed use and subdivisions. There are several subdivisions currently in various stages of development from preliminary plat review to construction. The City operates a municipal airport which has one airline providing service. The airline provides daily service to Phoenix and Dallas. The airport and airlines were greatly impacted during the pandemic. The City was fortunate to receive over \$20 million in federal funding which will be used to cover annual operating costs of the airport and enhance COVID-19 protections. The City is actively seeking additional airline services for the airport.

Our latest public offering occurred in April 2024 for our General Obligation bond issues related to 1) wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure and 2) creating rental and homeownership opportunities for residents of Flagstaff. Standard and Poor provided a rating of AA Positive and Moody's Rating provided a Aa1 rating. Both agencies showed an improvement to our ratings since the previous General Obligation bond issuance.

Public Safety Personnel Pension Financing

The City of Flagstaff has two separate public safety pension plans that are managed by the Public Safety Personnel Retirement System (PSPRS). While all the PSPRS plans are managed by the State, each plan within PSPRS stands alone by the City of Flagstaff and the employee groups. The two plans for the City of Flagstaff are the PSPRS-Fire and the PSPRS-Police. As of the latest Public Safety Personnel Retirement System (PSPRS) for the reporting period ending June 30, 2023, the Fire pension plan was 102.6% funded and the Police pension plans was 97.7% funded. Due to the Police pension plan falling below 100% funded, the City provided an additional \$3.2 million of a financial contribution in June 2024.

During FY 2020-2021, the City issued \$131.0 million of Certificates of Participation debt to achieve 100% funded plans for police and fire personnel. For the pension financing, the City was able to achieve several key objectives:

- 100% funding of the City's public safety pension plan,
- Reduce annual payments substantially, thereby easing the burden on the City's General Fund,
- Level off future payments (the previous pension actuarial schedule had significant increases in annual debt payments in future years),
- Set up a contingency reserve fund to mitigate the risks of changing markets and actuarial assumptions, and
- Pay off the debt in 20 years versus the original 28-year plan.

The City created a Contingency Reserve Fund Policy which was adopted by ordinance. The policy provides formal direction on rules for investments, rules for reserve fund draws, rules for replenishment of the

reserve funds and sizing of the reserve funds. The City has more than \$15.5 million in its contingency reserve fund to manage changes on our annual actuarial plans.

Annually the City of Flagstaff adopts a PSPRS Pension Funding Policy. The policy demonstrates how the City of Flagstaff will manage and fund our public safety pension plans and maintain plans that are funded at or greater than 100%. During fiscal year 2023-2024, pension returns met the anticipated 7.2% rate of return. Currently we anticipate our pension plans will be above 100% funded to the reporting period ending June 30, 2024. The report is expected to be released in December.

Long-Term Financial Planning

The City's responsiveness to emerging economic challenges and its careful long-range planning have been key factors in the City of Flagstaff's fiscal health. The City of Flagstaff continues to plan in a five-to-ten-year horizon as economic conditions change. Some of these financial plan elements are financial resource planning, multi-year budget planning, strategic capital improvement project planning, financial policy planning and economic recession planning, all of which are further identified below.

Financial Resource Planning

Strategic financial planning begins with determining the City of Flagstaff's fiscal capacity based upon long-term financial forecasts of recurring available revenues. Financial forecasts coupled with financial trend analysis help preserve the fiscal well-being of the City of Flagstaff. Strategic financial capacity planning is a critical element to reach long-term financial stability goals and to determine special financial needs for critical objectives of the City Council.

Multi-Year Budget Planning

Multi-year budget planning encompasses long-range operating expenditure plans (including the operating impacts of capital projects), which are linked to the community expectations and broad goals of the City Council. The multi-year approach provides a better opportunity for staff to change its financial paradigm from what do we need this year to how do we accomplish our service objectives over-time, given our financial capacity. While the City of Flagstaff is required to adopt an annual budget to meet State statutory requirements, the City of Flagstaff builds a financial plan for the next five years to help anticipate future impacts and ensure achievement of City objectives within limited or decreasing resources.

Strategic Capital Improvement Project Planning

City of Flagstaff capital improvement projects are planned for five or more years and analyzed using City of Flagstaff specific prioritization criteria. The operating cost impacts of projects are also planned and considered in developing future operating budget plans. Projects with significant operating impacts are carefully timed to avoid contingent liabilities, which future operating resources cannot meet. Pay-as-you-go funding sources are also conservatively estimated to avoid over-committing to capital construction using revenues that are not certain. To the extent debt financing is used and/or required, capital project plans are sized to conform to existing debt management policies.

Financial Policy Planning

The City of Flagstaff financial policies dictate minimum fund balance levels, as a percentage of operating revenues, for the General, Special Revenue and Enterprise Funds. The General Fund is required to maintain a fund balance of 15% of ongoing revenues. The City has made a commitment to maintain

General Fund balance at 20%, exceeding policy, to position the City better in times of economic decline. Water, Wastewater, Reclaimed Water, and Stormwater funds have a minimum fund balance at 25%. Special Revenue and all other Enterprise Funds are to maintain a 10% fund balance, as calculated against ongoing revenues.

Economic Recession Planning

The City of Flagstaff adopted an Economic Recession Plan for the organization. The purpose of the plan is to help understand the indicator and impacts a reduction in revenues will have on the various funds of the City as well as understanding the roles of unrestricted fund balance and contingencies have in economic planning. The plan further develops remedial action to be taken based on the amount of revenues being impacted. There are five stages of the plan, Alert/Minor, Moderate, Significant, Major and Crisis. The plan was adopted by Council in April 2020.

Priority Based Budgeting

The City is using Priority Based Budgeting related to operational budget for City programs. Priority Based Budgeting is a leading best practice in local governments and a powerful lever for change. ResourceX provides the software solution and powerful analytic tools to implement a Priority Based Budget using data and evidence to transparently and exponentially improve results for citizens and the community.

The underlying philosophy of priority-driven budgeting is about how a government entity should invest resources to meet its stated priorities. It helps us to better articulate why the services we offer exist, what is the price we pay for them, and, consequently, what value they offer citizens. The principles associated with this philosophy of budgeting are: to prioritize services, do the important things well, look at and evaluate past patterns of spending, spend within the organization's means, know the true cost of doing business, provide transparency of community priorities, provide transparency of service impacts and to be accountable for the results.

During calendar year 2023, staff did extensive outreach with the community to review, refresh and amend the Key Community Priorities and Objectives. Based on all the comment provided, we worked with City Council to provide and updated list which was approved November 2023.

Key Community Priorities and Objectives

Below are the Key Community Priorities and Objectives for the City of Flagstaff:

High Performing Governance

- Serve the public by providing high quality customer service.
- Cultivate community communication engagement practices that are clear, consistent, and timely.
- Encourage public trust through transparency, accessibility, and use of the City's public participation policy.
- Maintain the organization's fiscal stability and through strong financial policies and best practices.
- Implement and communicate innovative and efficient local government programs, new ideas, and best practices.
- Be an inclusive employer of choice by providing employees with the necessary tools, training, support, and compensation.

Safe and Healthy Community

- Enhance community engagement and strengthen relationships between the community and public safety services.
- Support social services, community partners and housing opportunities.
- Provide and build upon the alternative response model, and other community partnerships to best serve the mental and behavioral health needs of the community.
- Provide public safety services with resources, staff, and training responsive to the community's needs.
- Promote physical and mental well-being through providing recreational opportunities, parks, open space, and active transportation options.
- Ensure the built environment is safe through the use of consistent standards as well as best practices for building and land use.

Inclusive and Engaged Community

- Proactively foster community representation and civic engagement by enhancing opportunities for public involvement, in line with best practices.
- Advance social equity and social justice in Flagstaff by supporting social services.
- Facilitate and foster equity, diversity, and inclusivity, including support of trauma-informed policies and practices.
- Enhance the City's involvement in community, education, and regional partnerships to strengthen the level of public trust.
- Ensure City facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community.
- Promote environmental justice and the fair distribution of environmental benefits.

Sustainable, Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well-maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Provide, manage, and maintain effective infrastructure for multimodal and active transportation.
- Facilitate and develop carbon-neutral energy opportunities.
- Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not.

Robust Resilient Economy

- Support and strengthen a robust, diverse, and sustainable economy.
- Maintain and enhance an equitable and effective business recruitment, retention, and expansion program throughout the community.
- Enhance understanding between the development community, the City and Flagstaff residents.
- Attract employers that provide high quality jobs and have a low impact on infrastructure and natural resources.
- Enhance the community's workforce housing and development programs; improve partnerships with the private and public sectors.
- Embrace and invest in responsible tourism opportunities to promote economic development.

Livable Community

- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement.
- Provide amenities and activities that support a healthy lifestyle.
- Work with regional partners that provide equitable and inclusive educational and cultural opportunities for Flagstaff residents of all ages.
- Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities.
- Support diverse employment opportunities and high-quality jobs.
- Achieve a well-maintained community through comprehensive and equitable code compliance and development.

Environmental Stewardship

- Promote, protect, and enhance a healthy, sustainable environment and its natural resources.
- Engage community members through education and volunteer opportunities.
- Implement sustainable building practices, enhance waste diversion programs, alternative energy programs and multi-modal transportation options.
- Encourage the private sector's investment in environmental stewardship.
- Implement, maintain and further the Carbon Neutrality Plan (CNP) with awareness of social inequities.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, and social systems.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Flagstaff for its annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2023. This was the 30th consecutive year that the City has achieved this prestigious award. In order to receive a Certificate of Achievement, the City had to publish an easily readable and efficiently organized ACFR that satisfied both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. However, we believe that our current ACFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements and are submitting it to the GFOA to determine its eligibility for another certificate.

The City also received the GFOA's Distinguished Budget Presentation Award for our fiscal year 2023-2024 annual budget (30 years in a row). To qualify for the Distinguished Budget Presentation Award, the City's budget document had to be judged proficient as a policy document, a financial plan, an operations guide and a communications device.

The preparation of this report would not have been possible without the skill, effort and dedication of the entire staff of the Management Services Division. A special note of appreciation is given to Brandi Suda, Finance Director, Heidi Derryberry, Assistant Finance Director, Martin Donohoe, Assistant Finance Manager, and the dedicated staff in Finance for their efforts to prepare this year's report. The hard work of staff brings together a document that consistently receives recognition of its quality. We wish to thank

all government divisions for their assistance in providing the data necessary to prepare this report. Credit also is due to the Mayor and Council for their support for maintaining the highest standards of professionalism in the management of the City of Flagstaff finances.

Respectfully submitted,



Rick Tadder
Management Services Director/City Treasurer



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

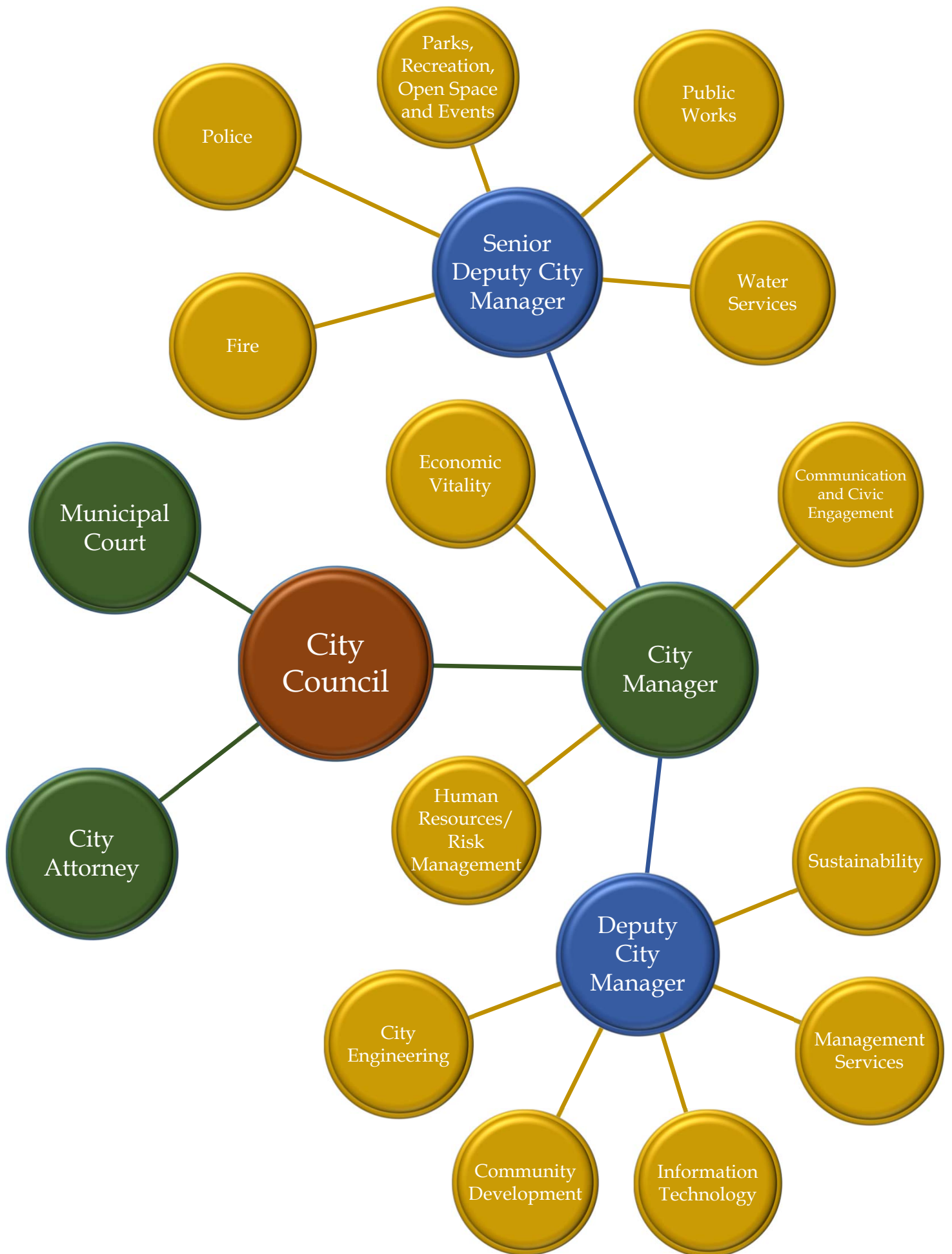
**City of Flagstaff
Arizona**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO



City of Flagstaff, Arizona
List of Elected and Appointed Officials
June 30, 2024

Elected Officials

Mayor Becky Daggett
Vice Mayor Austin Aslan
Councilmember Deborah Harris
Councilmember Khara House
Councilmember Lori Matthews
Councilmember Jim McCarthy
Councilmember Miranda Sweet

Appointed Officials

City Manager..... Greg Clifton
City Attorney Sterling Solomon
City Treasurer Rick Tadder
City Clerk..... Stacy Saltzburg



Independent Auditor's Report

Honorable Mayor and Members of the City Council
City of Flagstaff, Arizona

Report on Audit of Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Flagstaff, Arizona (City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, the budgetary comparison information for the General Fund, Highway User Revenue Fund, the Transit Tax Fund, and the aggregate remaining fund information of the City of Flagstaff, Arizona, as of June 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of City of Flagstaff, Arizona, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, net pension liability information, and other postemployment benefit plan information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Combining and Individual Fund Financial Statements and Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Financial Statements and Schedules information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Introductory Section and Statistical Section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information and we do not express an opinion or any form of assurance thereon.

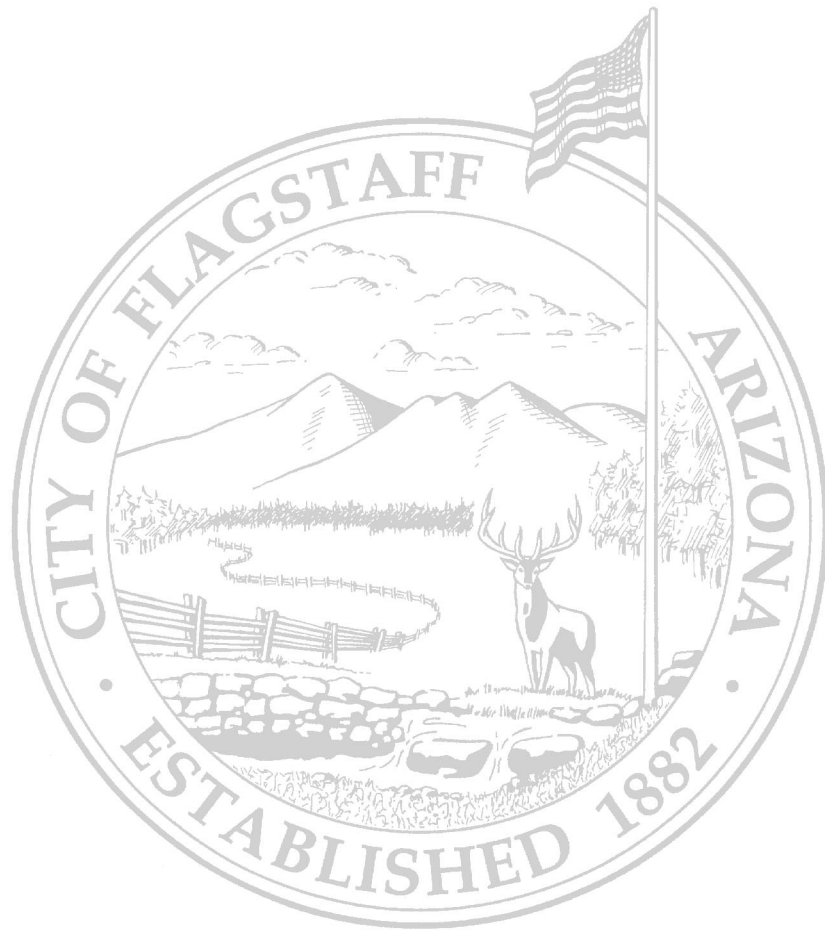
In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on other work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2024, on our consideration of City of Flagstaff, Arizona's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Flagstaff, Arizona's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Flagstaff, Arizona's internal control over financial reporting and compliance.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Flagstaff, Arizona
December 19, 2024



Management Discussion and Analysis

As management of the City of Flagstaff (the City), we offer readers of the City's Financial Statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2024. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages iii -xii of this report.

Financial Highlights

- The City's total net position at the close of the most recent fiscal year is \$922.2 million.
- The government's total net position increased by \$99.1 million during the fiscal year. This is a result of an increase in net position in the governmental activities of \$52.5 million and an increase in net position in the business type activities of \$46.6 million.
- As of June 30, 2024, the City's governmental funds reported combined ending fund balances of \$293.5 million, an increase of \$63.6 million in comparison to the prior fiscal year. Approximately 25.5% of this total amount \$74.9 million is unassigned fund balance available for spending at the government's discretion.
- As of June 30, 2024, total unassigned fund balance for the General Fund was \$75.4 million, or 89.5% of total General Fund expenditures (\$84.2 million).
- As of June 30, 2024, the City's proprietary funds reported combined total net position of \$456.2 million, and total unrestricted of \$73.6 million. The largest unrestricted component of net position is in the Water and Wastewater Fund (\$58.9 million).

Overview of The Financial Statements

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: (1) Government-wide Financial Statements, (2) Fund Financial Statements, and (3) Notes to the Financial Statements. This report also contains other Supplemental Information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The Government-wide Financial Statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all the City's assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources, which equal net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods such as revenues pertaining to uncollected taxes or expenses pertaining to earned but unused vacation leave.

Both Government-wide Financial Statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The sections are demonstrated in the table on the following page.

Governmental Activities		Business-type Activities
Beautification	Human Resources	Airport
Cemetery	Information Services	Environmental Services
City Attorney	Library	Housing Authority
City Council	Municipal Courts	Stormwater
City Manager	Parks	Wastewater
Community Development	Police	Water
Economic Development	Recreation	
Facilities Maintenance	Risk Management	
Financial Services	Streets and Transportation	
Fire	Tourism	
Fleet Management		

The Government-wide Financial Statements can be found on pages 19-21 of this report.

Fund Financial Statements

The Fund Financial Statements are designed to report information about groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the City can be divided into two categories: Governmental Funds and Proprietary Funds.

Governmental Funds

Governmental Funds are used to account for essentially the same functions reported as governmental activities in the Government-wide Financial Statements. However, unlike the Government-wide Financial Statements, Governmental Fund Financial Statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of Governmental Funds is narrower than that of the Government-wide Financial Statements, it is useful to compare the information presented for Governmental Funds with similar information presented for governmental activities in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the Governmental Fund Balance Sheet and the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances provide a reconciliation to facilitate this comparison between Governmental Funds and Governmental Activities.

The City maintains several individual governmental funds organized according to their type (Special Revenue, Capital Projects and Debt Service). Information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances for the General Fund, Highway User Revenue Fund (HURF), and Transportation Tax Fund, which are all considered major funds. Data from the remaining governmental funds are combined into a single aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of Combining Statements on pages 111-114.

The City adopts an annual appropriated budget for its General Fund, Special Revenue Funds, Capital Projects Funds, Debt Service Funds and Enterprise Funds. A budgetary comparison statement has been provided for the General and Special Revenue major governmental funds to demonstrate compliance with the respective budgets.

The basic Governmental Fund Financial Statements can be found on pages 22-32 of this report.

Proprietary Funds

Proprietary Funds are generally used to account for services for which the City charges customers – either outside customers, or divisions of the City. Proprietary Funds provide the same type of information shown in the Government-wide Financial Statements, only in more detail. The City maintains the following two types of proprietary funds:

- **Enterprise Funds** are used to report the same function presented as business-type activities in the Government-wide Financial Statements. The City uses Enterprise Funds to account for Water and Wastewater, Airport, Environmental Services, Stormwater and the Housing Authority. All are major funds of the City except for the Housing Authority Funds.
- **Internal Service Funds** are used to report activities that provide supplies and services for certain City programs and activities. The City uses an Internal Service Fund to account for its workers compensation, health insurance, other risk related activity, including claims adjustment, and general liability and property insurance. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the Government-wide Financial Statements. The Internal Service Fund is combined into a single, aggregated presentation in the Proprietary Fund Statements.

The Basic Proprietary Fund Financial Statements can be found on pages 34-41 of this report.

Notes to the Financial Statements

The Notes to the Financial Statements provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the Financial Statements can be found on pages 42-93 of this report.

Combining Statements

The Combining Statements referred to earlier in connection with non-major governmental funds and proprietary funds are presented on pages 112-115.

Other Information

In addition to the Basic Financial Statements and accompanying Notes to the Financial Statement, this report also presents certain Required Supplemental Information regarding the City's pension and other post-employment benefits as well as other Supplemental Information concerning the City's budgetary comparison of non-major governmental funds and financial data submission schedules. Required Supplemental Information can be found on pages 96-108 and Other Supplemental Information on pages 118-140 of this report.

Government-wide Statements Financial Analysis

Analysis of Net Position

As noted earlier, net position may serve as a useful indicator of a government's financial position. For the City, assets plus deferred outflows of resources exceeded liabilities plus deferred inflows of resources by \$922.2 million as of June 30, 2024.

Of the City's Net Position, 78.3% reflects its investment of \$722.4 million in capital assets (e.g., land, buildings and equipment), less any outstanding debt used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be liquidated for these liabilities.

Net Position
June 30, 2024 and 2023 (in thousands of dollars)

	Governmental Activities		Business-type Activities		Total	
	2023-2024	2022-2023	2023-2024	2022-2023	2023-2024	2022-2023
Current and other assets	\$ 337,714	\$ 268,402	\$ 120,426	\$ 93,900	\$ 458,140	\$ 362,302
Capital assets	401,844	381,820	435,790	393,525	837,634	775,345
Total assets	<u>739,558</u>	<u>650,222</u>	<u>556,216</u>	<u>487,425</u>	<u>1,295,774</u>	<u>1,137,647</u>
Total deferred outflows of resources	20,514	15,761	2,521	2,917	23,035	18,678
Long-term liabilities	230,518	207,114	74,977	61,778	305,495	268,892
Other liabilities	44,446	36,546	20,163	11,553	64,609	48,099
Total liabilities	<u>274,964</u>	<u>243,660</u>	<u>95,140</u>	<u>73,331</u>	<u>370,104</u>	<u>316,991</u>
Total deferred inflows of resources	19,153	8,887	7,380	7,388	26,533	16,275
Net investment in capital assets	341,358	326,644	381,036	361,088	722,394	687,732
Restricted	192,440	163,988	1,539	1,876	193,979	165,864
Unrestricted	(67,843)	(77,196)	73,642	46,659	5,799	(30,537)
Total net position	<u>\$ 465,955</u>	<u>\$ 413,436</u>	<u>\$ 456,217</u>	<u>\$ 409,623</u>	<u>\$ 922,172</u>	<u>\$ 823,059</u>

Total assets increased mainly due to the net change in capital assets, cash, investments and equivalents and Total liabilities increased primarily due to increases in bonds, notes and lease payables.

A portion of the City's net position, \$194.0 million (21.0%), represents resources that are subject to external restriction on how they may be used. The unrestricted component of net position may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City reported positive balances in two categories of net position for governmental and all categories for business-type activities.

Current assets for governmental activities have increased by 25.8% \$69.3 million. The largest increase was in restricted cash and investments \$41.8 million related to a bond issuance in the Capital Projects Bond Construction Fund. Other increases include cash, investments and equivalents \$15.5 million and lease receivable \$8.4 million. These increases were offset by decreases in net pension assets caused by for changes in actuarial assumptions and negative market returns. Capital assets, non-depreciable increased \$19.3 million due to several large capital projects were in progress during the fiscal year.

Deferred outflows of resources for the governmental activities have increased \$4.8 million and is mainly related to the pension/OPEB related activity. Deferred inflows of resources for the governmental activities have increased \$10.3 million related to the pension/OPEB related deferred activity.

Capital assets of the governmental activities, funded through operations, debt proceeds, grants and contributions increased by 5.2% \$20.0 million due to several large capital outlays and capital contributions net of depreciation and amortization expense of \$16.3 million.

Governmental activities long-term liabilities increased by 11.3% \$23.4 million mainly due to a \$23.1 million in bonds, notes, subscription and lease payables and net pension liability \$2.0 million offset by an decrease in net OPEB liability of (\$2.3 million).

Total assets for business-type activities have increased by 14.1% \$68.8 million mainly due to an increase in capital assets \$42.3 million.

Total liabilities for business-type activities increased by 29.7% \$21.8 million. Major changes include a increase in bonds, notes, subscription and lease payable of \$13.6 million and accounts payable of \$6.4 million which was partially offset by decrease in net pension liability of (\$656,000) and net OPEB obligation (\$492,000).

Overall, the business-type net position has increased by 11.4% \$46.6 million due mainly to an increase of \$19.9 million in net investment in capital assets. The changes are primarily in the stormwater and water and wastewater fund.

Analysis of Change in Net Position

The City's overall net position has increased by \$99.1 million during the current fiscal year. These increases are explained in the governmental and business-type activities discussion to follow.

Changes in Net Position
For the Years Ended June 30, 2024 and 2023 (in thousands of dollars)

	Governmental Activities		Business-type Activities		Total	
	2023-2024	2022-2023	2023-2024	2022-2023	2023-2024	2022-2023
Revenues						
Program Revenues:						
Charges for services	\$ 12,595	\$ 12,524	\$ 57,448	\$ 54,104	\$ 70,043	\$ 66,628
Operating grants and contributions	12,066	8,457	18,077	11,907	30,143	20,364
Capital grants and contributions	18,497	16,130	32,130	8,520	50,627	24,650
General Revenues:	-	-	-	-	-	-
Property taxes	15,806	15,343	-	-	15,806	15,343
Sales taxes	83,502	81,305	-	-	83,502	81,305
State shared taxes	36,569	30,874	-	-	36,569	30,874
Investment earnings	12,632	4,061	4,191	2,441	16,823	6,502
Other	1,541	741	167	199	1,708	940
Total revenues	<u>193,208</u>	<u>169,435</u>	<u>112,013</u>	<u>77,171</u>	<u>305,221</u>	<u>246,606</u>
Expenses						
General government	31,282	24,483	-	-	31,282	24,483
Public safety	44,099	37,169	-	-	44,099	37,169
Public works	3,159	2,390	-	-	3,159	2,390
Economic and physical development	13,450	11,687	-	-	13,450	11,687
Culture and recreation	17,329	15,847	-	-	17,329	15,847
Highways and streets	23,302	20,299	-	-	23,302	20,299
Interest on long-term debt	4,238	4,357	-	-	4,238	4,357
Water	-	-	20,300	21,614	20,300	21,614
Wastewater	-	-	9,989	10,300	9,989	10,300
Environmental	-	-	16,813	17,923	16,813	17,923
Airport	-	-	7,495	6,333	7,495	6,333
Housing Authority	-	-	10,671	9,600	10,671	9,600
Stormwater	-	-	3,991	3,716	3,991	3,716
Total expenses	<u>136,859</u>	<u>116,232</u>	<u>69,259</u>	<u>69,486</u>	<u>206,118</u>	<u>185,718</u>
Increase in net position before contributions and transfers	56,349	53,203	42,754	7,685	99,103	60,888
Principal contributions to permanent fund	10	12	-	-	10	12
Transfers	(3,840)	567	3,840	(567)	-	-
Change in net position	<u>52,519</u>	<u>53,782</u>	<u>46,594</u>	<u>7,118</u>	<u>99,113</u>	<u>60,900</u>
Net position at beginning of year	413,436	359,654	409,623	402,505	823,059	762,159
Net position at end of year	<u>\$ 465,955</u>	<u>\$ 413,436</u>	<u>\$ 456,217</u>	<u>\$ 409,623</u>	<u>\$ 922,172</u>	<u>\$ 823,059</u>

Governmental Activities

Governmental activities increased the City's net position by \$52.5 million. The key factors for this increase are as follows:

- Revenues exceeded expenses by \$56.3 million as compared to last year of \$53.2 million.
- Charges for services increased 0.6% (\$71,000) related primarily to increases in the general fund licenses and permit fees.
- Operating grants and contributions increased 42.7% (\$3.6 million) due primarily increases in new and existing grants including Arizona 9-1-1 which increased (\$617,000) and Assistance to Firefighters Grant Regional Training which increased (\$379,000).
- Capital grants and contributions increased 14.7% (\$2.4 million) mainly due to developer and other partner contributions to transportation improvement projects.
- Property taxes increased 3.0% (\$463,000) mainly due to an increase in City secondary property taxes levied for debt service.

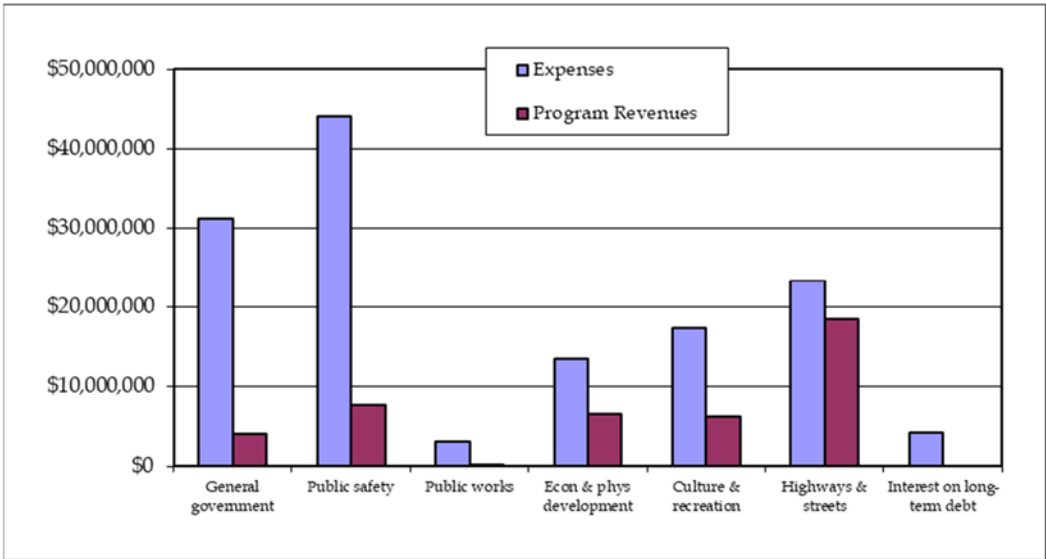
- City sales tax revenues increased by 2.7% (\$2.2 million) mainly due to increases in sales tax revenues related to increased consumer spending, thriving local businesses, and a robust economy fostering heightened commercial transactions.
- State shared taxes had a 18.4% (\$5.47 million) increase due mainly to increases in state shared income tax to timing of income tax return and a strong economy.
- Expenses have increased by \$20.6 million (17.7%). The increases were in general government (\$6.8 million), public safety (\$6.9 million), public works (\$769,000), economic and physical development (\$1.8 million), culture and recreation (\$1.5 million) and highways and streets (\$3.0 million). The decrease was in interest on long-term debt (\$119,000).

Business-type Activities

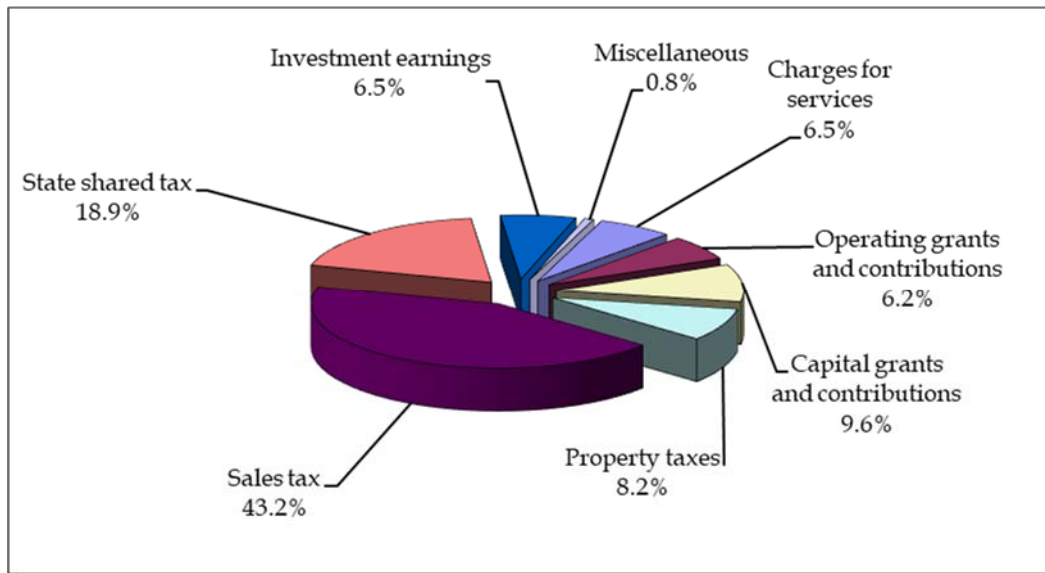
Business-type activities had a net position increase of \$46.6 million. The key factors for this increase include:

- Charges for service have increased by 6.2% (\$3.4 million). Funds with large increases include Water and Wastewater (\$1.6 million), Stormwater (\$1.2 million) and Environmental Services (\$712,000).
- Operating grants and contributions have increased by 51.8% (\$6.1 million) due to increase in Stormwater (\$4.6 million) and The Housing Authority (\$887,000).
- Capital grants and contributions have increased by 277.1% (\$23.6 million) due to increases in utility capacity fees and developer contributed capital.
- Expenses have decreased over the prior year by 0.3% (\$206,000). There were decreases in Water (\$1.3 million), Environmental Services (\$1.1 million), which was partially offset by a increase in Airport (1.1 million).

Expenses and Program Revenues by Function - Governmental Activities



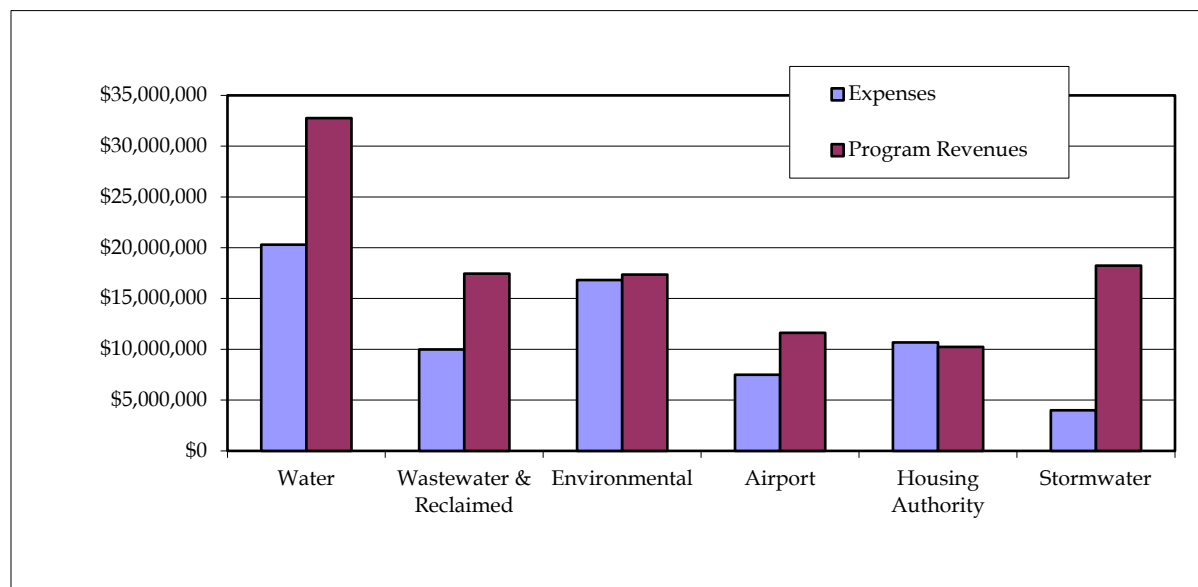
Revenues by Source - Governmental Activities



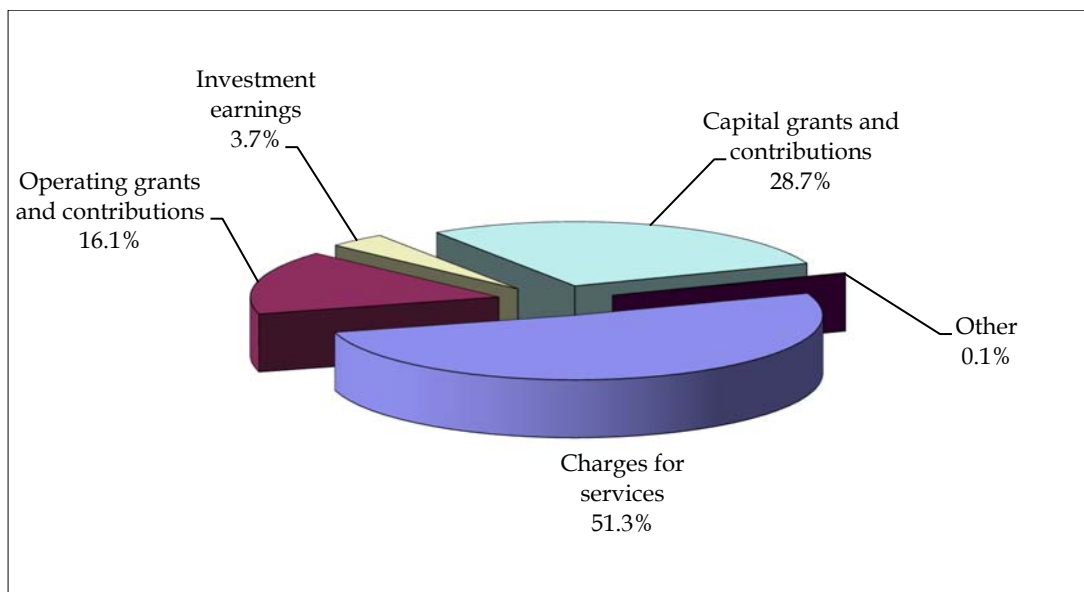
As shown, Public Safety is the largest function as measured by expense (\$44.1 million, 32.2%) followed by General Government (\$31.3 million, 22.9%) and Highways and Streets (\$23.3 million, 17.0%).

General revenues such as sales taxes, state shared taxes and property taxes are not shown by program but are effectively used to support program activities citywide. For governmental activities overall, without regard to program, sales tax is the largest single source of funds (\$83.5 million, 43.2%), followed by state shared tax (\$36.6 million, 18.9%) and capital grants and contributions (\$18.5 million, 9.6%). The top three revenues make up 71.7% of total revenues compared to last year's top three of 75.7%. The top three revenues last year were sales tax, state shared tax and operating grants and contributions.

Expenses and Program Revenues by Functions - Business-type Activities



Revenues by Source – Business-type Activities



As shown, Water has expenses of \$20.3 million for the fiscal year, followed by Environmental Services with \$16.8 million, Housing Authority with \$10.7 million, Wastewater and Reclaimed with \$10.0 million, Airport with \$7.5 million and Stormwater with \$4.0 million. For the fiscal year, program revenue exceeded expenses for the Water, Wastewater and Reclaimed, Stormwater, and Airport. Program expenses exceeded program revenue in the Housing Authority Fund. Water, Wastewater and Reclaimed, and Environmental Services received most of their program revenues through charges for services (57.5%, 70.3%, and 92.3% respectively). The Airport and Housing Authority funds receive most of their program revenue through operating grants and contributions (44.1%, and 76.0% respectively). The Stormwater Fund receive most of its program revenue through capital grants and contributions (39.8%). Charges for services provided the largest share of revenues (53.4%) for all the business-type activities, followed by capital grants and contributions (29.8%) and operating grants and contributions (16.8%).

The expenses for the business-type activities decreased (0.3%, \$206,000). There were decreases in Water (6.1%, \$1.3 million), Environmental Services (6.2%, \$1.1 million), which was partially offset by an increase in Airport (18.4%, \$1.2 million) and the Housing Authority (11.4%, \$1.1 million).

The garbage collection user fees rates were increased on January 3, 2023, Water & Wastewater user fees were last increased on January 1, 2020 and Stormwater user fees on January 1, 2024. Water, Wastewater, Environmental Services, Airport, and Stormwater increased charges for service revenue at 6.8%, 3.5%, 4.6%, 10.7% and 24.7%, respectively. Housing Authority for service revenues decreased by 14.5% over the prior year.

Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's Governmental Funds is to provide information on near-term inflows, outflows and balances of resources that are available for spending. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. Types of Governmental Funds reported by the City include the General Fund, Special Revenue Funds, Capital Project Funds and Debt Service Funds.

At the end of the fiscal year, the City's Governmental Funds reported combined ending fund balances of \$293.5 million, an increase of \$63.6 million in comparison to the prior year. Approximately \$74.9 million of the total ending fund balance constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance is (1) nonspendable \$5.7 million for prepaid items, inventory and perpetual care, (2) restricted \$201.0 million for special revenue funds, debt service, development fee projects, court improvements and operations, grant purposes, perpetual care and capital projects, and (3) assigned (\$11.9 million) for court services, capital reserves, parking district and real estate.

Revenues for governmental functions overall totaled \$186.1 million in the fiscal year ended June 30, 2024, which represents an increase of 10.8% or \$18.1 million from the prior fiscal year. Several revenue categories show increases over prior year including taxes, intergovernmental, contributions and investment earnings. These increases include taxes (2.8%, \$2.7 million), intergovernmental (17.4%, \$6.4 million), investment earnings (213.6%, \$8.4 million), and grants and entitlements (29.5%, \$3.7 million). The increase in taxes is due to steady growth in our local economy. Investment earning increase do to larger positive economic forces in the larger economy. The city recently received increased grant awards resulting in the increase in grants and entitlements. The major decreases in revenue categories include contributions (65.2%, \$3.3 million), and charges for services (5.8% \$353,000)

Expenditures for governmental functions (\$170.0 million) increased by 16.8% (\$24.5 million) from the prior fiscal year. The increase in expenditures is related capital expenditures (16.9%, \$5.2 million), general government (30.7%, \$7.2 million), public safety (19.0%, \$6.7 million), culture and recreation (10.3%, \$1.4 million), economic and physical development (16.1%, \$1.8 million), public works (43.0%, \$744,000), and highways and streets (42.1%, \$3.8 million). Capital expenditures have risen due to several large transportation projects entering the construction phase, resulting in higher expenditure compared to the prior year. General government expenditures increased due to major environmental service projects costing \$2.7 million and an increase of \$3.2 million for service partner contracts. Public safety expenses grew primarily because of an additional \$3.2 million pension contribution and increased salaries and overtime costs.

In the fiscal year ended June 30, 2024, revenues exceeded expenditures for governmental functions by approximately \$16.1 million.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, the unassigned fund balance of the General Fund was \$75.4 million. As a measure of liquidity, it may be useful to compare total unassigned fund balance and total fund balance to total fund expenditures. The unassigned fund balance represents 89.5% of General Fund expenditures.

The total fund balance in the City's General Fund increased by \$10.0 million during the fiscal year as revenue increased 17.9% and expenditures increased 18.6%. Overall, the General Fund's performance resulted in revenues in excess of expenditures in the fiscal year ended June 30, 2024, of \$15.6 million. This is a increase of approximately \$1.9 million over the comparable figure from the prior year which resulted in revenue in excess of expenditures of \$15.6 million. This increase from prior year was a result of increases in investment earnings of \$5.3 million and intergovernmental \$6.3 million resulting from continued growth in the economy and increases in state urban revenue share, respectively. These increases in revenue were partially offset by increases in expenditures in public safety (\$6.3 million), general government (\$4.1 million), and economic and physical development (\$1.2 million).

HURF Fund balance increased by \$2.8 million or 20.3%. Revenues decreased \$382,000 or 3.3% due mainly to an decrease in contributions. Expenditures increased \$618,000 or 4.0% due to various street improvements and capital projects. Other finance sources and uses increased \$319,000 due to increase in transfers in from Transportation Fund to support capital outlay within the HURF fund.

Transportation Fund balances increased by \$8.3 million. Revenues increased \$483,000 million due to taxes \$1.1 million and \$1.5 million investment earnings and contributions which was partially offset do a decrease in contributions of \$2.2 million. Expenditures increased due to increases in general government

\$2.2 million and \$4.6 million highways and streets spending partially offset but a decrease in capital outlay expenditures of \$4.9 million. Other financing uses increased \$1.5 million to fund transportation projects in the HURF fund. Transportation taxes increased due to increased sales activity during the current year and an increase in interest rate and available cash accounts for increase in investment earnings.

Nonmajor governmental fund balance increased by \$42.4 million. This increase in fund balance is primarily due a bond issuance in the Capital Projects Bond Construction Fund for \$40.2 million.

Proprietary Funds

The City's Proprietary Funds provide the same type of information found in the Government-wide Financial Statements, but in more detail. At the end of the fiscal year, the unrestricted component of net position had positive balances for Water and Wastewater, Environmental Services, and Housing Authority. Airport also deficit unrestricted balance due to increase in investment in capital improvements at the Airport. The Internal Service Fund, which is used to account for risk management and health insurance activities, had an unrestricted net position of \$11.2 million.

Revenues and transfers exceeded expenses and transfers out in the proprietary funds by \$46.2 million for the fiscal year ended June 30, 2024. Water and Wastewater, Stormwater, Airport and Environmental Services had growth in their net position for the fiscal year ended June 30, 2024. A major part of the overall increase was related to capital contributions related to internal sources and external sources (\$15.8 million), capital contributions from grants (\$14.3 million) and grants and entitlements (\$6.2 million). Increases in internal and external sources stem from a rise in developer donations, contributing \$4.7 million to Water and Wastewater and \$1.9 million to Stormwater. Additionally, grant activity across all proprietary funds saw significant growth due to the award of new grants and the commencement of construction on existing grant-funded projects.

Budget Highlights

The City's final budget matches the original budget which was approved by Council in June 2023. The City looks at the budget to actual at the division level and no division exceeded its appropriation. During fiscal year 2024 Police and City Manager exceeded their appropriations. There were four revenue transfers that were greater than budgeted. A General fund transfer from BBB-Tourism Fund (\$26,000), a Non GO Bond Fund Transfer from General Fund (\$86,000), a HURF fund transfer from Safety Improvement Fund (\$6,000), Stormwater transfer from Water (\$32,000).

The General Fund was 14.1% (\$15.8 million) under the final budgeted total revenues primarily due to grants and entitlements (\$22.4 million) offset by taxes (\$1.5 million), intergovernmental revenues (\$1.7 million), and investment earnings (\$2.0 million).

Expenditures are under budget in all divisions due to controlled spending and carryover of some capital projects. The divisions that are under budget by larger amounts are related to capital purchases or projects budgeted but not completed. Transfers in are more than budget while transfers out were less than budget as many transfers are based on the actual year end expenditure, except for the transfers noted above.

Capital Assets and Debt Administration

Capital Assets

The City's capital assets (net of accumulated depreciation) for governmental and business-type activities as of June 30, 2024, amount to \$837.6 million. They include land, buildings, infrastructure, improvements, machinery and equipment, and construction in progress. The total net increase in capital assets for the current year was 8.0% (\$62.3 million). The following table reflects the capital assets at year end.

Capital Assets, Net of Depreciation/Amortization
June 30, 2024 and 2023 (in thousands of dollars)

	Governmental Activities		Business-Type Activities		Total	
	2023-2024	2022-2023	2023-2024	2022-2023	2023-2024	2022-2023
Land and other non-depreciable assets	\$ 76,813	\$ 74,266	\$ 21,954	\$ 19,965	\$ 98,767	\$ 94,231
Buildings	84,372	86,714	37,311	39,123	121,683	125,837
Improvements	3,901	4,019	281,068	258,676	284,969	262,695
Machinery and equipment	18,569	14,205	23,272	22,113	41,841	36,318
Infrastructure	168,628	152,937	-	-	168,628	152,937
Construction in progress	48,987	49,179	72,174	53,625	121,161	102,804
Right to use subscription asset	544	291	11	22	555	313
Right to lease asset: buildings	30	209	-	-	30	209
Right to lease asset: land	-	-	-	1	-	1
Total	<u>\$ 401,844</u>	<u>\$ 381,820</u>	<u>\$ 435,790</u>	<u>\$ 393,525</u>	<u>\$ 837,634</u>	<u>\$ 775,345</u>

Construction-in-progress had a net increase of 19.9% (\$18.3 million) and improvements had a net increase of (\$22.2 million). Major construction-in-progress includes the Inner Basin Pipeline (\$8.7 million) and the Beulah/University Realignment (\$8.2 million), Lone Tree Overpass (\$3.9 million), Grandview (\$5.1 million), Rio de Flag Flood Control Project (\$1.2 million), Landfill Road Improvements (\$3.8 million), Cell D Excavation (\$2.9 million) and Lockett/Fourth Street Roundabout (\$4.4 million). These were partially offset by the completion of the RR&SS Utility Replacement Coconino Estates Phase I and II for (\$15.9 million). The increase in improvements is related to the following projects being completed Coconino Estates Phase II Water Main (\$2.6 million), Soliere Waterline (\$3.1 million), Switzer Canyon Transmission Line Phase 4 (\$5.8 million), Coconino Estates Phase II Sewer Main (\$1.1 million) and donations from the Canyon Del Rio Project totaling (\$3.5 million). The increase in machinery and equipment (\$5.5 million) is mainly due several vehicle purchases. Infrastructure increase (\$15.7 million) is due mainly to the completion of The Fourth Street Bridge (\$8.9 million) and Coconino Estates Phase I and II (\$9.2 million) which was partially offset by depreciation. The decrease to buildings (\$4.1 million) is related to depreciation

For Government-wide Financial Statement presentation, all depreciable capital assets are depreciated from acquisition date to the end of the current fiscal year. Fund Financial Statements record capital asset purchases as expenditures. Please refer to Note III C on pages 59-60 of the Notes to the Financial Statements for further information regarding capital assets.

Long Term Debt

At the end of the current fiscal year, the City had total long-term debt outstanding of \$249.4 million. Of this amount, \$63.8 million is general obligation bonds backed by the full faith and credit of the City, \$36.1 million is revenue bonds, \$117.8 million is for certificates of participation, \$487,000 is for subscriptions, and \$22.9 million are outstanding leases or loans for the Flagstaff Watershed Protection Project, Airport, water, wastewater and stormwater, and City-wide energy conservation improvements.

Outstanding Debt
June 30, 2024 and 2023 (in thousands of dollars)

	Governmental Activities		Business-type Activities		Total	
	2023-2024	2022-2023	2023-2024	2022-2023	2023-2024	2022-2023
General obligation debt	\$ 70,079	\$ 30,742	\$ -	\$ -	\$ 70,079	\$ 30,742
Revenue bonds	15,967	17,223	21,965	25,479	37,932	42,702
Other debt	114,621	120,607	3,366	3,469	117,987	124,076
Subscriptions	476	261	11	22	487	283
Lease/Loans	3,876	3,742	19,004	1,792	22,880	5,534
Total debt payable	<u>\$ 205,019</u>	<u>\$ 172,575</u>	<u>\$ 44,346</u>	<u>\$ 30,762</u>	<u>\$ 249,365</u>	<u>\$ 203,337</u>

During FY 2023-2024, the City’s total debt increased by a net \$46.0 million. Total debt increased mainly due to a bond issuance in the Capital Projects Bond Construction Fund for \$40.2 million. All debt decreases are due to annual scheduled debt service payments.

The State constitution imposes certain debt limitations on the City of six percent (6%) and twenty percent (20%) of the outstanding assessed valuation of the City. The City’s available debt margin on June 30, 2024, is \$64.8 million in the 6% category and \$215.8 million in the 20% capacity. The allowable debt increased from prior year due to higher assessed valuations and decreasing debt balances. Additional information on the Debt Limitations and Capacities may be found in Schedule 16 in the Statistical Section of this report. During the year, the City maintained the following bond ratings:

Type	Standard & Poor’s	Moody’s Investor’s Service
General Obligation Bonds	AA	Aa1
Revenue Bonds	AA-	Not Available

Additional information on the City’s long-term debt can be found in Section III F on pages 62-72 of the Notes to the Financial Statements.

Economic Factors and Next Year’s Budget and Rates

The Fiscal Year 2024-2025 budget preparation was influenced by the following factors:

- The City’s General Fund budget was approved with no structural deficit in ongoing expenditures exceeding ongoing revenues.
- Unrestricted fund balance in the General Fund continues to be above the fiscal policy of 20% of operating revenues. It is currently projected to be 37.2%.
- Building permits exceeded budget in fiscal year 2023-2024 by \$338,000. However, we remain conservative in our projections for FY 2024-2025 as we rely on these types of revenues as a one-time impact rather than an ongoing source of funding.
- The focus of the FY 2024-2025 budget was the City’s key community priorities related to high performing governance, safe and health community, inclusive and engaged community, sustainable, innovative infrastructure, robust resilient economy, livable community and environmental stewardship.
 - The FY 2024-2025 budget includes a comprehensive pay and benefit increases, new and positions related to capacity needs. As well as large infrastructure capital project and expenditures related to fulfilling the City’s housing needs.
 - Some of the larger items are \$92.5 million for transportation improvements, \$56.1 million programmed for water, wastewater and reclaimed capital equipment and improvements and \$30.1 million in Stormwater improvements.
- The total authorized positions increased by 5 full-time equivalent positions.
- The City continues to monitor the State legislature to be aware of potential budget impacts on cities.
- Property assessments continue to increase at an accelerated rate. The secondary property tax rates remained flat to match the required debt service payments.

- The City continues to pursue federal and state grant dollars to enhance the local economy.
- New Water and Wastewater rates took effect September 1, 2024 and there will be annual increases for the next five years.
- In November 2022 Proposition 442 was passed. The funds from this bond measure are being invested into redeveloping City-owned housing and other existing buildings into affordable rental units, as well as incentivizing the private sector to include affordable rental housing into new developments. The City will also expand the homebuyer assistance program, inclusive of assistance for down payments and closing costs.

Requests for Information

The Financial Report is designed to provide a general overview of the City's finances for all of those with an interest in the government's finances. If you have questions about this report or need additional financial information, contact:

City of Flagstaff
Finance Section
211 West Aspen Avenue
Flagstaff, AZ 86001

Main (928) 213-2000
Arizona Relay 7-1-1



City of Flagstaff, Arizona
Statement of Net Position
June 30, 2024

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash, investments and equivalents	\$ 222,149,242	\$ 82,552,950	\$ 304,702,192
Accounts receivable, net	17,453,286	7,734,226	25,187,512
Interest receivable	1,035,218	438,417	1,473,635
Intergovernmental receivable	3,842,777	10,196,760	14,039,537
Note receivable	245,000	-	245,000
Lease receivable	11,746,284	5,621,164	17,367,448
Internal balance	5,266,619	(5,266,619)	-
Deposits	-	8,763	8,763
Inventory	731,167	-	731,167
Prepaid items	4,552,173	108,126	4,660,299
Restricted cash and investments	68,057,883	18,962,140	87,020,023
Net OPEB asset	1,847,915	-	1,847,915
Net pension asset	786,199	69,970	856,169
Capital assets, non-depreciable	125,800,373	94,128,061	219,928,434
Capital assets, depreciable, net	276,043,727	341,661,998	617,705,725
Total assets	739,557,863	556,215,956	1,295,773,819
Deferred Outflows of Resources			
Deferred outflow related to advance refunding	-	114,565	114,565
Deferred outflows related to pensions/OPEB	20,514,279	2,406,636	22,920,915
Total deferred outflows of resources	20,514,279	2,521,201	23,035,480
Liabilities			
Accounts payable	11,279,014	10,472,089	21,751,103
Accrued payroll	1,292,169	375,641	1,667,810
Construction retainage payable	1,305,658	1,843,984	3,149,642
Interest payable	1,363,412	569,625	1,933,037
Advanced revenue	2,325,909	499,906	2,825,815
Deposits payable	2,231,400	1,653,604	3,885,004
Noncurrent liabilities:			
Due within one year:			
Compensated absences	2,307,064	428,637	2,735,701
Claims and judgements	55,546	-	55,546
Net OPEB liability	364,382	81,628	446,010
Bonds, notes, subscriptions and leases payable, net	21,921,046	4,237,713	26,158,759
Due in more than one year:			
Compensated absences	2,846,842	490,565	3,337,407
Claims and judgements	575,000	-	575,000
Landfill closure and post-closure care costs	-	21,157,833	21,157,833
Net OPEB liability	5,325,191	1,300,237	6,625,428
Net pension liability	38,673,174	11,920,029	50,593,203
Bonds, notes, subscriptions and leases payable, net	183,097,923	40,108,198	223,206,121
Total liabilities	274,963,730	95,139,689	370,103,419
Deferred Inflows of Resources			
Deferred inflows related to leases	11,600,598	5,490,784	17,091,382
Deferred inflows related to pensions/OPEB	7,552,227	1,889,206	9,441,433
Total deferred inflows of resources	19,152,825	7,379,990	26,532,815
Net Position			
Net investment in capital assets	341,358,359	381,036,456	722,394,815
Restricted for:			
Capital projects	105,528,229	-	105,528,229
Debt service	28,860,191	-	28,860,191
Specific programming	57,611,444	1,538,778	59,150,222
Perpetual care:			
Expendable	73,189	-	73,189
Nonexpendable	366,863	-	366,863
Unrestricted:	(67,842,688)	73,642,244	5,799,556
Total Net Position	\$ 465,955,587	\$ 456,217,478	\$ 922,173,065

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
Statement of Activities
Year Ended June 30, 2024

	<u>Program Revenues</u>				
	<u>Expenses</u>	<u>Indirect Expense Allocation</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>
Primary Government					
Governmental activities:					
General government	\$ 31,281,674	\$ 1,489,615	\$ 2,596,385	\$ 1,235,362	\$ 336,592
Public safety	44,099,384	(86,865)	1,934,360	4,689,802	1,092,677
Public works	3,159,548	335,962	-	41,758	-
Economic and physical development	13,449,562	568,374	5,189,305	1,299,094	-
Culture and recreation	17,328,795	(588,218)	1,504,553	4,751,268	-
Highways and streets	23,301,753	(1,718,868)	1,370,540	48,298	17,068,499
Interest on long-term debt	4,237,900	-	-	-	-
Total governmental activities	<u>136,858,616</u>	<u>-</u>	<u>12,595,143</u>	<u>12,065,582</u>	<u>18,497,768</u>
Business-type activities:					
Water	20,299,718		18,847,200	2,910	13,900,699
Wastewater and reclaimed	9,988,444		12,273,995	2,735	5,194,719
Stormwater	3,990,868		5,907,117	5,068,490	7,254,597
Environmental	16,812,868		16,019,244	109,064	1,220,000
Airport	7,495,903		2,228,864	5,117,269	4,269,708
Housing authority	10,671,194		2,171,135	7,777,025	291,105
Total business-type activities	<u>69,258,995</u>		<u>57,447,555</u>	<u>18,077,493</u>	<u>32,130,828</u>
Total Primary Government	<u>\$ 206,117,611</u>		<u>\$ 70,042,698</u>	<u>\$ 30,143,075</u>	<u>\$ 50,628,596</u>

General revenues, contributions and transfers

 General revenues:

 Property tax, levied for general purposes

 Property tax, levied for debt service

 Sales taxes

 State shared taxes - unrestricted

 Investment earnings

 Miscellaneous

 Principal contributions to permanent fund

 Gain on the disposal of capital assets

 Transfers in (out)

Total general revenues, contributions and transfers

Change in net position

Net position - beginning

Net position - ending

The notes to the financial statements are an integral part of this statement

**Net (Expenses) Revenues
and Changes in Net Position
Primary Government**

Governmental Activities	Business-type Activities	Total
\$ (27,113,335)	\$ -	\$ (27,113,335)
(36,382,545)	-	(36,382,545)
(3,117,790)	-	(3,117,790)
(6,961,163)	-	(6,961,163)
(11,072,974)	-	(11,072,974)
(4,814,416)	-	(4,814,416)
(4,237,900)	-	(4,237,900)
<u>(93,700,123)</u>	<u>-</u>	<u>(93,700,123)</u>
-	12,451,091	12,451,091
-	7,483,005	7,483,005
-	14,239,336	14,239,336
-	535,440	535,440
-	4,119,938	4,119,938
-	(431,929)	(431,929)
<u>-</u>	<u>38,396,881</u>	<u>38,396,881</u>
<u>(93,700,123)</u>	<u>38,396,881</u>	<u>(55,303,242)</u>
7,179,318	-	7,179,318
8,626,919	-	8,626,919
83,501,974	-	83,501,974
36,569,450	-	36,569,450
12,631,789	4,190,611	16,822,400
1,488,996	141,271	1,630,267
9,670	-	9,670
51,664	25,850	77,514
<u>(3,840,334)</u>	<u>3,840,334</u>	<u>-</u>
<u>146,219,446</u>	<u>8,198,066</u>	<u>154,417,512</u>
52,519,323	46,594,947	99,114,270
<u>413,436,264</u>	<u>409,622,531</u>	<u>823,058,795</u>
<u>\$ 465,955,587</u>	<u>\$ 456,217,478</u>	<u>\$ 922,173,065</u>

City of Flagstaff, Arizona
Balance Sheet
Governmental Funds
June 30, 2024

	General Fund	Highway User Revenue Fund	Transportation Tax Fund
Assets			
Cash and investments	\$ 75,668,378	\$ 17,037,226	\$ 82,412,421
Accounts receivable, net	8,002,014	1,086,539	5,368,100
Interest receivable	366,871	46,892	379,525
Intergovernmental receivable	2,418,924	48,298	1,102,517
Notes receivable	-	-	-
Lease receivable	11,343,386	-	-
Interfund receivable	6,353,492	-	-
Inventory	570,610	-	-
Prepaid items	4,549,964	-	-
Restricted cash and investments	-	-	1,241,656
Total assets	\$ 109,273,639	\$ 18,218,955	\$ 90,504,219
Liabilities, Deferred Inflows and Fund Balance			
Liabilities:			
Accounts payable	\$ 3,956,477	\$ 825,764	\$ 3,570,127
Accrued payroll	1,149,321	33,882	-
Construction retainable payable	111,623	578,612	193,450
Advanced revenue	556,632	-	-
Guaranty and other deposits	2,231,400	-	-
Total liabilities	8,005,453	1,438,258	3,763,577
Deferred inflows of resources:			
Unavailable revenue - court fines	162,386	-	-
Unavailable revenue - property taxes	259,134	-	-
Unavailable revenue - notes receivable	-	-	-
Unavailable revenue - other revenue	-	-	-
Deferred inflows - leases	11,204,970	-	-
Total deferred inflows of resources	11,626,490	-	-
Fund balance:			
Nonspendable	5,120,574	-	-
Restricted	3,458,460	16,780,697	86,740,642
Assigned	5,696,818	-	-
Unassigned (deficit)	75,365,844	-	-
Total fund balance	89,641,696	16,780,697	86,740,642
Total liabilities, deferred inflows and fund balance	\$ 109,273,639	\$ 18,218,955	\$ 90,504,219

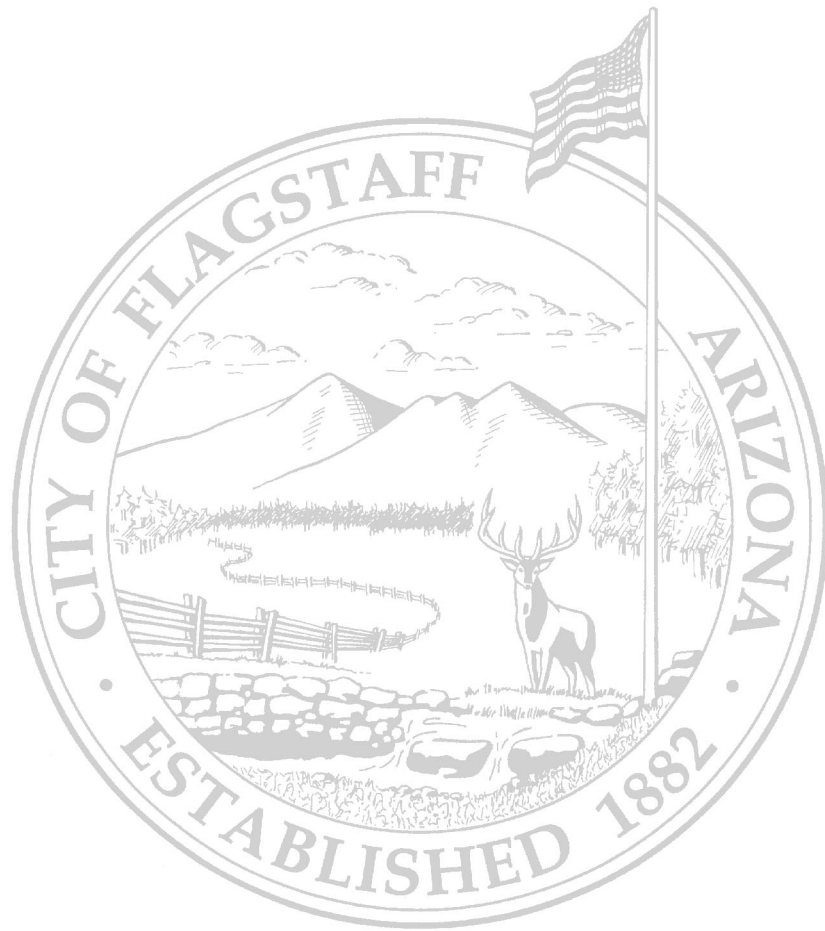
The notes to the financial statements are an integral part of this statement

Nonmajor Governmental Funds	Total Governmental Funds
\$ 35,532,305	\$ 210,650,330
2,424,916	16,881,569
205,469	998,757
273,038	3,842,777
245,000	245,000
402,898	11,746,284
-	6,353,492
160,557	731,167
2,209	4,552,173
66,816,227	68,057,883
<u>\$ 106,062,619</u>	<u>\$ 324,059,432</u>

\$ 2,689,544	\$ 11,041,912
108,966	1,292,169
421,973	1,305,658
1,767,654	2,324,286
-	2,231,400
<u>4,988,137</u>	<u>18,195,425</u>

-	162,386
-	259,134
245,000	245,000
62,610	62,610
395,628	11,600,598
<u>703,238</u>	<u>12,329,728</u>

529,629	5,650,203
94,050,629	201,030,428
6,211,290	11,908,108
(420,304)	74,945,540
<u>100,371,244</u>	<u>293,534,279</u>
<u>\$ 106,062,619</u>	<u>\$ 324,059,432</u>



City of Flagstaff
Reconciliation of the Balance Sheet
to the Statement of Net Position
Governmental Activities
June 30, 2024

Fund balances - total governmental funds balance sheet \$ 293,534,279

Amounts reported for governmental activities in the statements of net position are different because:

Capital assets and other long-term assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Net OPEB asset	\$ 1,847,915	
Net pension asset	786,199	
Governmental capital assets	728,040,297	
Less: accumulated depreciation	<u>(326,196,197)</u>	404,478,214

Deferred outflows and inflows of resources related to pensions and deferred charges on debt refundings are applicable to future reporting periods and, therefore, are not reported in the governmental funds.

Deferred outflows related to pensions/OPEB	20,514,279	
Deferred inflows related to pensions/OPEB	<u>(7,552,227)</u>	12,962,052

For purposes of measuring the net pension liability, the long-term liabilities are not due and payable in the current period and, therefore, are not reported as a liability in the governmental funds.

ASRS pension benefits	(33,397,726)	
PSPRS pension benefits	(4,340,304)	
EORP pension benefits	<u>(935,144)</u>	(38,673,174)

Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds.

Governmental bonds, notes, subscriptions and leases payable	(197,246,555)	
Governmental interest payable	(1,363,412)	
Bond discount	57,965	
Bond premium	(7,830,379)	
Other postemployment benefits	(5,689,573)	
Compensated absences	<u>(5,153,906)</u>	(217,225,860)

Certain revenues are not available to pay for current period expenditures and, therefore, are unavailable in the governmental funds.

Promissory note and miscellaneous revenue	307,610	
Fines and forfeitures	162,386	
Property tax	<u>259,134</u>	729,130

The internal service fund is used by management to charge the cost of self insurance programs to individual funds.

The assets and liabilities of the internal service fund that are reported with governmental activities.		<u>10,150,946</u>
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Net position of governmental activities - statement of net position \$ 465,955,587

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2024

	General Fund	Highway User Revenue Fund	Transportation Tax Fund
Revenues:			
Taxes	\$ 40,571,893	\$ -	\$ 37,645,041
Intergovernmental	38,385,522	-	-
Grants and entitlements	4,027,093	10,325,256	-
Charges for services	3,061,057	-	-
Licenses and permits	4,265,126	118,510	-
Fines and forfeitures	776,922	-	-
Rents	1,280,577	-	-
Investment earnings	5,648,643	500,545	3,395,769
Contributions	1,077,490	396,230	221,782
Miscellaneous	643,929	36,615	8,302
Total revenues	<u>99,738,252</u>	<u>11,377,156</u>	<u>41,270,894</u>
Expenditures:			
Current:			
General government	20,418,248	-	8,916,984
Public safety	40,747,020	-	-
Public works	2,222,697	-	-
Economic and physical development	7,167,378	-	-
Culture and recreation	8,462,745	-	-
Highways and streets	-	6,813,885	5,335,134
Debt service:			
Principal retirement	336,192	13,695	950,000
Interest and other charges	126,760	605	537,463
Capital outlay	4,686,547	9,189,971	9,769,008
Total expenditures	<u>84,167,587</u>	<u>16,018,156</u>	<u>25,508,589</u>
Excess (deficiency) of revenues over expenditures	<u>15,570,665</u>	<u>(4,641,000)</u>	<u>15,762,305</u>
Other Financing Sources (Uses):			
Refunding bonds issued	-	-	-
Loan issuance	-	-	-
Bond issuance	-	-	-
Bond Premium	-	-	-
Sale of capital assets	38,500	500	-
Subscription financing	453,945	-	-
Transfers in	4,782,793	7,788,000	300,000
Transfers out	(10,808,604)	(313,000)	(7,787,961)
Total other financing sources (uses)	<u>(5,533,366)</u>	<u>7,475,500</u>	<u>(7,487,961)</u>
Net change in fund balances	<u>10,037,299</u>	<u>2,834,500</u>	<u>8,274,344</u>
Fund balances, beginning of year	<u>79,604,397</u>	<u>13,946,197</u>	<u>78,466,298</u>
Fund balances, end of year	<u>\$ 89,641,696</u>	<u>\$ 16,780,697</u>	<u>\$ 86,740,642</u>

The notes to the financial statements are an integral part of this statement

Nonmajor Governmental Funds	Total Governmental Funds
\$ 21,099,626	\$ 99,316,560
4,522,848	42,908,370
1,913,250	16,265,599
2,644,407	5,705,464
1,300	4,384,936
-	776,922
437,153	1,717,730
2,717,311	12,262,268
84,553	1,780,055
273,467	962,313
<u>33,693,915</u>	<u>186,080,217</u>
1,395,787	30,731,019
1,078,913	41,825,933
251,083	2,473,780
5,871,564	13,038,942
7,322,176	15,784,921
667,634	12,816,653
10,904,924	12,204,811
4,067,871	4,732,699
12,706,532	36,352,058
<u>44,266,484</u>	<u>169,960,816</u>
<u>(10,572,569)</u>	<u>16,119,401</u>
3,305,000	3,305,000
729,715	729,715
36,875,000	36,875,000
3,743,601	3,743,601
-	39,000
-	453,945
17,655,638	30,526,431
(9,259,627)	(28,169,192)
<u>53,049,327</u>	<u>47,503,500</u>
<u>42,476,758</u>	<u>63,622,901</u>
<u>57,894,486</u>	<u>229,911,378</u>
<u>\$ 100,371,244</u>	<u>\$ 293,534,279</u>

City of Flagstaff
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended June 30, 2024

Net change in fund balances - total governmental funds \$ 63,622,901

Amounts reported for governmental activities in the statements of activities are different because:

Government funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Expenditures for capital assets	\$ 36,352,058	
Less current year depreciation	<u>(16,305,861)</u>	20,046,197

Some resources/expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Net pension expense related to ASRS	(61,912)	
Net pension expense related to PSPRS	(1,148,252)	
Net pension expense related to EORP	375,314	
Capital related debt issued	(27,604,715)	
Non-capital related debt issued	(13,305,000)	
Premium on debt issued	(3,743,601)	
Subscription financing	(453,945)	
Compensated absences	(170,941)	
Other postemployment benefits	296,095	
Principal payments on debt	12,204,811	
Interest accrual on debt	36,527	
Bond premium/discount amortization	<u>458,272</u>	(33,117,347)

The disposal or contribution of capital assets are not reflected in fund statements but are recorded as revenues or expenses in the statement of activities.

Gain/loss on disposal of capital assets	(12,490)	
Donated capital assets	6,188,446	
Transfer of capital assets to business-type activities	(6,486,642)	
Transfer of capital assets from business-type activities	<u>289,069</u>	(21,617)

Certain revenues in the governmental funds that provide current financial resources are not included in the statement of activities because they were recognized in a prior period. However, other revenues that are unavailable in the governmental funds because they do not provide current financial resources due to unavailability are recognized in the statement of activities.

Court (fines and forfeitures)	10,091	
Notes receivable and miscellaneous	(43,305)	
Property tax	<u>(8,349)</u>	(41,563)

(continued)

The notes to the financial statements are an integral part of this statement

City of Flagstaff
Reconciliation of the Statement of Revenues, Expenditures
and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
For the Year Ended June 30, 2024

Internal service funds are used by management to charge the costs of certain activities, such as the City's self-insurance program to individual funds. The following activities of the internal service fund is reported with governmental activities.

Net allocated income assigned to governmental activities	1,112,622	
Investment income	369,521	
Miscellaneous income	548,609	2,030,752
Change in net position of governmental activities - statement of activities		\$ 52,519,323

(concluded)

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Taxes	\$ 38,845,500	\$ 38,845,500	\$ 40,311,325	\$ 1,465,825
Intergovernmental	36,669,518	36,669,518	38,385,522	1,716,004
Grants and entitlements	26,428,812	26,428,812	4,027,093	(22,401,719)
Charges for services	3,310,730	3,310,730	3,061,057	(249,673)
Licenses and permits	3,049,885	3,049,885	4,265,126	1,215,241
Fines and forfeitures	795,005	795,005	776,922	(18,083)
Rents	1,655,136	1,655,136	1,271,182	(383,954)
Investment earnings	434,234	434,234	2,403,221	1,968,987
Contributions	535,721	535,721	1,077,490	541,769
Miscellaneous	249,304	249,304	643,929	394,625
Total revenues	<u>111,973,845</u>	<u>111,973,845</u>	<u>96,222,869</u>	<u>(15,750,978)</u>
Expenditures:				
Current:				
General administration	34,022,130	34,031,930	15,815,765	18,216,165
Management services	6,797,338	6,797,338	5,308,011	1,489,327
Fire	28,781,201	28,781,201	14,640,284	14,140,917
Police	26,722,092	28,622,092	28,515,436	106,656
Community development	5,317,967	5,317,967	5,175,462	142,505
Public works	6,401,503	6,401,503	4,344,081	2,057,422
Economic vitality	301,875	301,875	187,197	114,678
Non-departmental	9,264,987	7,355,187	(1,268,233)	8,623,420
City engineering	2,360,781	2,360,781	2,042,985	317,796
Parks, recreation, open space and events	12,536,253	12,536,253	8,952,653	3,583,600
Contingency	4,204,060	3,104,060	-	3,104,060
Total expenditures	<u>136,710,187</u>	<u>135,610,187</u>	<u>83,713,642</u>	<u>51,896,546</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(24,736,342)</u>	<u>(23,636,342)</u>	<u>12,509,227</u>	<u>36,145,568</u>
Other Financing Sources (Uses):				
Sale of capital assets	39,668	39,668	38,500	(1,168)
Transfers in	4,881,059	4,881,059	4,782,793	(98,266)
Transfers out	(12,805,857)	(13,905,857)	(10,808,604)	3,097,253
Total other financing sources (uses)	<u>(7,885,130)</u>	<u>(8,985,130)</u>	<u>(5,987,311)</u>	<u>2,997,819</u>
Net change in fund balances	<u>(32,621,472)</u>	<u>(32,621,472)</u>	<u>6,521,916</u>	<u>39,143,387</u>
Fund balances, beginning of year	<u>73,528,126</u>	<u>73,528,126</u>	<u>81,716,007</u>	<u>8,187,881</u>
Fund balances, end of year	<u>\$ 40,906,654</u>	<u>\$ 40,906,654</u>	<u>\$ 88,237,923</u>	<u>\$ 47,331,268</u>
Adjustment of budgetary basis to GAAP basis net change in fund balances			\$ 6,521,916	
The City budgets certain revenues on the cash basis, rather than on the modified accrual basis			3,969,328	
The City budgets for certain other expenditures on the cash basis, rather than on the modified accrual basis			(453,945)	
Adjusted net change in fund balance - GAAP basis			<u>\$ 10,037,299</u>	

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
Highway User Revenue Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

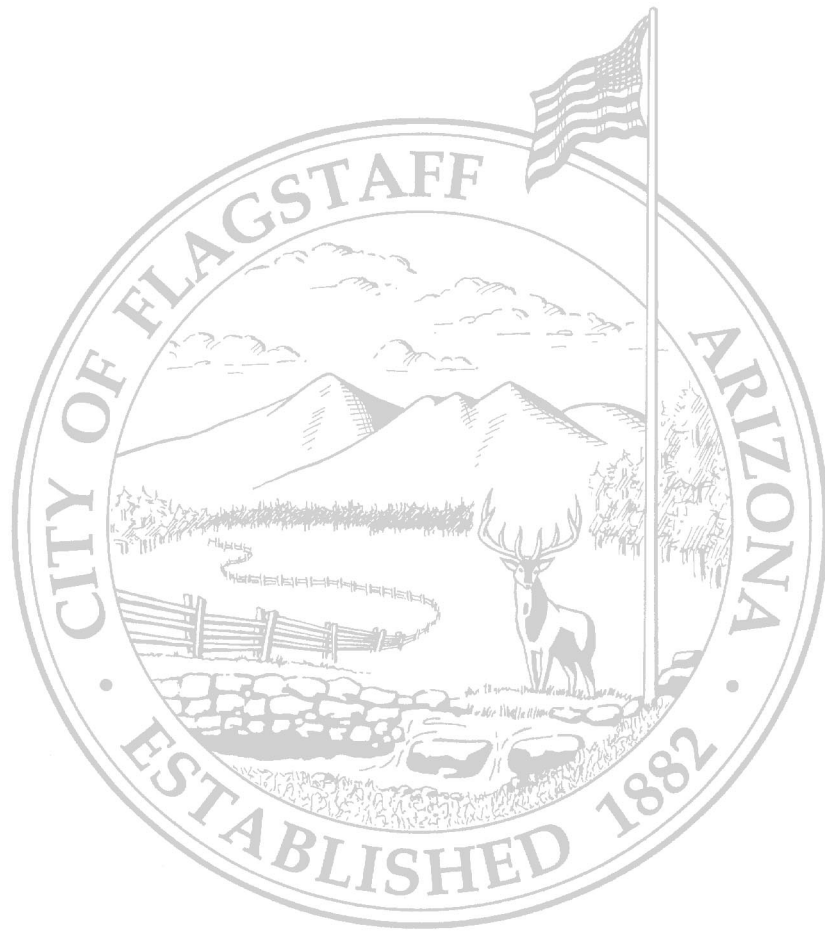
	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Grants and entitlements	\$ 9,212,000	\$ 9,212,000	\$ 10,325,256	\$ 1,113,256
Investment earnings	139,000	139,000	500,545	361,545
Contributions	1,690,000	1,690,000	396,230	(1,293,770)
Licenses and permits	-	-	118,510	118,510
Miscellaneous	-	-	36,615	36,615
Total revenues	11,041,000	11,041,000	11,377,156	336,156
Expenditures:				
Current:				
Public works	17,041,434	17,041,434	6,344,364	10,697,070
Non-departmental	1,358,900	1,358,900	1,358,900	-
City engineering	10,805,000	10,805,000	8,314,892	2,490,108
Contingency	100,000	100,000	-	100,000
Total expenditures	29,305,334	29,305,334	16,018,156	13,287,178
Excess (deficiency) of revenues over (under) expenditures	(18,264,334)	(18,264,334)	(4,641,000)	13,623,334
Other Financing Sources (Uses):				
Sale of capital assets	-	-	500	(500)
Transfers in	10,805,000	10,805,000	7,788,000	3,017,000
Transfers out	(313,000)	(313,000)	(313,000)	-
Total other financing sources (uses)	10,492,000	10,492,000	7,475,500	3,016,500
Net change in fund balances	(7,772,334)	(7,772,334)	2,834,500	10,606,834
Fund balances, beginning of year	13,915,062	13,915,062	13,946,197	31,135
Fund balances, end of year	\$ 6,142,728	\$ 6,142,728	\$ 16,780,697	\$ 10,637,969

The notes to the financial statements are an integral part of this statement

City of Flagstaff, Arizona
Transportation Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Taxes	\$ 35,109,300	\$ 35,109,300	\$ 37,771,743	\$ 2,662,443
Grants and entitlements	16,437,624	16,437,624	-	(16,437,624)
Investment earnings	238,000	238,000	3,395,769	3,157,769
Contributions	183,689	183,689	221,782	38,093
Miscellaneous	-	-	8,302	8,302
Total revenues	51,968,613	51,968,613	41,397,596	(10,571,017)
Expenditures:				
Current:				
Community development	-	-	3,219	(3,219)
Public works	7,435,232	7,435,232	3,895,679	3,539,553
Non-departmental	17,166,265	17,166,265	10,617,459	6,548,806
City engineering	65,410,190	65,410,190	10,992,231	54,417,959
Total expenditures	90,011,687	90,011,687	25,508,589	64,503,099
Excess (deficiency) of revenues over (under) expenditures	(38,043,074)	(38,043,074)	15,889,007	53,932,082
Other Financing Sources (Uses):				
Capital bonds issued	20,000,000	20,000,000	-	(20,000,000)
Transfers in	300,000	300,000	300,000	-
Transfers out	(12,244,438)	(12,244,438)	(7,787,961)	4,456,477
Total other financing sources (uses)	8,055,562	8,055,562	(7,487,961)	(15,543,523)
Net change in fund balances	(29,987,512)	(29,987,512)	8,401,046	38,388,559
Fund balances, beginning of year	71,270,224	71,270,224	74,707,638	3,437,414
Fund balances, end of year	\$ 41,282,712	\$ 41,282,712	\$ 83,108,684	\$ 41,825,973
Adjustment of budgetary basis to GAAP basis net change in fund balances			\$ 8,401,046	
The City budgets certain revenues on the cash basis, rather than on the modified accrual basis			(126,702)	
Adjusted net change in fund balance - GAAP basis			\$ 8,274,344	

The notes to the financial statements are an integral part of this statement



City of Flagstaff, Arizona
Statement of Net Position
Proprietary Funds
June 30, 2024

	Business-type Activities - Enterprise Funds			
	Water and Wastewater Fund	Stormwater Fund	Environmental Services Fund	Airport Fund
Assets				
Current assets:				
Cash and investments	\$ 57,181,436	\$ 12,736,899	\$ 10,288,214	\$ 84,902
Receivable, net	5,117,086	795,442	2,028,811	178,038
Intergovernmental receivable	3,739,695	605,102	73,723	5,699,260
Lease receivable	-	-	-	5,621,164
Prepaid items	-	-	-	-
Restricted cash and investments	3,196,293	266,661	162,397	1,300,940
Total current assets	<u>69,234,510</u>	<u>14,404,104</u>	<u>12,553,145</u>	<u>12,884,304</u>
Noncurrent assets:				
Restricted cash and investments	-	-	13,872,293	-
Refundable deposits	8,763	-	-	-
Net pension asset	-	-	-	69,970
Capital assets, non-depreciable	33,767,000	47,179,229	11,371,194	618,147
Capital assets, depreciable, net	251,711,630	36,471,687	11,477,831	39,185,077
Total non-current assets	<u>285,487,393</u>	<u>83,650,916</u>	<u>36,721,318</u>	<u>39,873,194</u>
Total assets	<u>354,721,903</u>	<u>98,055,020</u>	<u>49,274,463</u>	<u>52,757,498</u>
Deferred outflows of resources:				
Deferred outflow related to advance refunding	114,565	-	-	-
Deferred outflows related to pension/OPEB	881,059	103,718	652,103	539,141
Total deferred outflows of resources	<u>995,624</u>	<u>103,718</u>	<u>652,103</u>	<u>539,141</u>
Liabilities				
Current liabilities:				
Accounts payable	5,083,290	2,124,883	3,127,906	113,258
Construction retainage payable	876,428	419,343	548,213	-
Interfund payable	-	-	-	6,100,000
Accrued payroll	96,509	13,833	69,355	25,166
Accrued compensated absences	184,478	33,226	109,471	53,947
Interest payable	215,688	296,540	57,397	-
Advanced revenue	232,784	-	247,925	-
Claims and judgements	-	-	-	-
Subscription liability	10,765	-	-	-
Deposits payable	1,490,079	-	88,664	2,459
Financed purchases	148,991	-	-	112,720
Net OPEB liability	38,366	3,568	28,544	5,798
Bonds, notes and leases payable, net	3,081,942	775,553	107,742	-
Total current liabilities	<u>11,459,320</u>	<u>3,666,946</u>	<u>4,385,217</u>	<u>6,413,348</u>
Noncurrent liabilities:				
Compensated absences	221,632	38,340	122,672	41,793
Net OPEB liability	569,778	53,003	424,028	86,130
Net pension liability	5,831,654	530,142	3,657,782	437,340
Claims and judgements	-	-	-	-
Landfill closure and post closure care costs	-	-	21,157,833	-
Financed purchases	487,103	-	-	-
Bonds, notes and leases payable, net	15,824,623	20,538,241	3,258,231	-
Total noncurrent liabilities	<u>22,934,790</u>	<u>21,159,726</u>	<u>28,620,546</u>	<u>565,263</u>
Total liabilities	<u>34,394,110</u>	<u>24,826,672</u>	<u>33,005,763</u>	<u>6,978,611</u>
Deferred inflows related to pension/OPEB	897,942	83,702	628,832	111,524
Deferred inflows related to leases	-	-	-	5,490,784
Total deferred inflows	<u>897,942</u>	<u>83,702</u>	<u>628,832</u>	<u>5,602,308</u>
Net Position				
Net investment in capital assets	261,484,580	59,708,304	16,144,804	39,690,504
Restricted for:				
Specific programming	-	-	-	1,375,222
Unrestricted (deficit)	58,940,895	13,540,060	147,167	(350,006)
Total net position	<u>\$ 320,425,475</u>	<u>\$ 73,248,364</u>	<u>\$ 16,291,971</u>	<u>\$ 40,715,720</u>

The notes to the financial statements are an integral part of this statement

Business-type Activities - Enterprise Funds		Governmental Activities
Nonmajor Enterprise Fund - Housing Authority	Total Business-type Funds	Internal Service Fund
\$ 2,261,499	\$ 82,552,950	\$ 11,498,912
53,266	8,172,643	608,178
78,980	10,196,760	-
-	5,621,164	-
108,126	108,126	-
-	4,926,291	-
<u>2,501,871</u>	<u>111,577,934</u>	<u>12,107,090</u>
163,556	14,035,849	-
-	8,763	-
-	69,970	-
1,192,491	94,128,061	-
2,815,773	341,661,998	-
<u>4,171,820</u>	<u>449,904,641</u>	<u>-</u>
<u>6,673,691</u>	<u>561,482,575</u>	<u>12,107,090</u>
-	114,565	-
230,615	2,406,636	-
<u>230,615</u>	<u>2,521,201</u>	<u>-</u>
22,752	10,472,089	237,102
-	1,843,984	-
253,492	6,353,492	-
170,778	375,641	-
47,515	428,637	-
-	569,625	-
19,197	499,906	1,623
-	-	55,546
-	10,765	-
72,402	1,653,604	-
-	261,711	-
5,352	81,628	-
-	3,965,237	-
<u>591,488</u>	<u>26,516,319</u>	<u>294,271</u>
66,128	490,565	-
167,298	1,300,237	-
1,463,111	11,920,029	-
-	-	575,000
-	21,157,833	-
-	487,103	-
-	39,621,095	-
<u>1,696,537</u>	<u>74,976,862</u>	<u>575,000</u>
<u>2,288,025</u>	<u>101,493,181</u>	<u>869,271</u>
167,206	1,889,206	-
-	5,490,784	-
<u>167,206</u>	<u>7,379,990</u>	<u>-</u>
4,008,264	381,036,456	-
163,556	1,538,778	-
277,255	72,555,371	11,237,819
<u>\$ 4,449,075</u>	<u>\$ 455,130,605</u>	<u>\$ 11,237,819</u>

Some amounts reported for business-type activities in the statement of net position are different because certain internal service fund assets and liabilities are included with business-type activities

1,086,873
\$ 456,217,478

City of Flagstaff, Arizona
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
Year Ended June 30, 2024

	Business-type Activities - Enterprise Funds		
	Water and Wastewater Fund	Stormwater Fund	Environmental Services Fund
Operating Revenues:			
Charges for services	\$ 31,121,195	\$ 5,907,117	\$ 16,019,244
Miscellaneous	85,997	27	55,247
Total operating revenues	<u>31,207,192</u>	<u>5,907,144</u>	<u>16,074,491</u>
Operating Expenses:			
Personnel services	6,676,262	900,013	5,663,954
Contractual services, materials and supplies	14,330,011	1,879,881	10,229,395
Pension and OPEB expense	69,448	(14,942)	(25,745)
Insurance claims and expenses	-	-	-
Depreciation and amortization	8,929,913	776,323	978,892
Total operating expenses	<u>30,005,634</u>	<u>3,541,275</u>	<u>16,846,496</u>
Operating income (loss)	<u>1,201,558</u>	<u>2,365,869</u>	<u>(772,005)</u>
Non-Operating Revenues (Expenses):			
Interest and investment income	2,420,912	372,615	1,194,534
Grants and entitlements	5,645	5,068,490	109,064
Gain (loss) on disposal of capital asset	(282,092)	-	(1,579)
Passenger facility charges	-	-	-
Interest expense	(488,439)	(480,402)	(116,230)
Total non-operating revenues (expenses)	<u>1,656,026</u>	<u>4,960,703</u>	<u>1,185,789</u>
Income (loss) before capital contributions and transfers	<u>2,857,584</u>	<u>7,326,572</u>	<u>413,784</u>
Capital contributions related to grants	8,184,242	5,235,811	
Capital contributions from external sources	10,911,176	2,018,786	1,220,000
Capital contributions from internal sources	6,168,097	295,766	22,779
Transfers in	71,200	32,329	790,209
Transfers out	(32,329)	(1,481,139)	-
Change in net position	<u>28,159,970</u>	<u>13,428,125</u>	<u>2,446,772</u>
Total net position, beginning of year	<u>292,265,505</u>	<u>59,820,239</u>	<u>13,845,199</u>
Total net position, end of year	<u>\$ 320,425,475</u>	<u>\$ 73,248,364</u>	<u>\$ 16,291,971</u>

The notes to the financial statements are an integral part of this statement

Business-type Activities - Enterprise Funds			Governmental Activities
Airport Fund	Nonmajor Enterprise Fund - Housing Authority	Total Business-type Funds	Internal Service Fund
\$ 2,228,864	\$ 2,171,135	\$ 57,447,555	\$ 12,243,936
-	-	141,271	548,609
<u>2,228,864</u>	<u>2,171,135</u>	<u>57,588,826</u>	<u>12,792,545</u>
1,618,492	1,603,224	16,461,945	-
3,819,024	8,602,762	38,861,073	-
61,362	(11,850)	78,273	-
-	-	-	10,689,094
2,033,816	477,058	13,196,002	-
<u>7,532,694</u>	<u>10,671,194</u>	<u>68,597,293</u>	<u>10,689,094</u>
<u>(5,303,830)</u>	<u>(8,500,059)</u>	<u>(11,008,467)</u>	<u>2,103,451</u>
175,070	27,480	4,190,611	369,521
5,117,260	7,777,025	18,077,484	-
17,000	-	(266,671)	-
9	-	9	-
(15,399)	-	(1,100,470)	-
<u>5,293,940</u>	<u>7,804,505</u>	<u>20,900,963</u>	<u>369,521</u>
<u>(9,890)</u>	<u>(695,554)</u>	<u>9,892,496</u>	<u>2,472,972</u>
4,269,708	291,105	17,980,866	-
-	-	14,149,962	-
-	-	6,486,642	-
-	-	893,738	-
(1,737,509)	-	(3,250,977)	-
<u>2,522,309</u>	<u>(404,449)</u>	<u>46,152,727</u>	<u>2,472,972</u>
<u>38,193,411</u>	<u>4,853,524</u>	<u>408,977,878</u>	<u>8,764,847</u>
<u>\$ 40,715,720</u>	<u>\$ 4,449,075</u>	<u>\$ 455,130,605</u>	<u>\$ 11,237,819</u>

Change in net position of business-type activities

442,220
\$ 46,594,947

Some amounts reported for business-type activities on the statement of activities are different because the net revenue (expense) of certain internal service funds is reported with business-type activities

City of Flagstaff, Arizona
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2024

	Business-type Activities - Enterprise Funds		
	Water and Wastewater Fund	Stormwater Fund	Environmental Services Fund
Cash flows from operating activities:			
Receipts from customers	\$ 29,792,361	\$ 5,621,528	\$ 15,591,703
Interfund services provided	427,489	56,064	217,248
Payments to suppliers	(11,286,950)	(2,047,068)	(2,302,640)
Interfund services used	(91,772)	-	(18,397)
Interfund reimbursement used	(2,597,662)	(295,362)	(1,734,088)
Payments to employees	(6,666,410)	(859,996)	(5,613,518)
Net cash provided (used) by operating activities	<u>9,577,056</u>	<u>2,475,166</u>	<u>6,140,308</u>
Cash flows from noncapital financing activities:			
Transfer from other funds	71,200	-	790,209
Transfer to other funds	-	(1,481,139)	-
Interfund loans received (paid)	6,360,305	(10,100,000)	-
Net cash provided (used) by noncapital financing activities	<u>6,431,505</u>	<u>(11,581,139)</u>	<u>790,209</u>
Cash flows from capital and related financing activities:			
Receipts from grantors	8,833,379	4,604,353	109,064
Capital contributions	6,076,536	5,445,594	1,242,779
Acquisition and construction of capital assets	(17,434,057)	(5,872,450)	(11,696,610)
Principal payments on capital debt	(3,551,991)	(755,969)	(100,000)
Proceeds from capital related debt	-	18,211,763	-
Interest paid on capital debt	(487,465)	(235,366)	(120,794)
Proceeds from sales of capital assets	8,500	-	350
Net cash provided (used) by capital and related financing activities	<u>(6,555,098)</u>	<u>21,397,925</u>	<u>(10,565,211)</u>
Cash flows from investing activities:			
Interest received on investments	2,593,739	372,615	1,238,190
Net cash provided (used) by investing activities	<u>2,593,739</u>	<u>372,615</u>	<u>1,238,190</u>
Net increase (decrease) in cash and cash equivalents	<u>12,047,202</u>	<u>12,664,567</u>	<u>(2,396,504)</u>
Cash and cash equivalents at beginning of year	<u>48,330,527</u>	<u>338,993</u>	<u>26,719,408</u>
Cash and cash equivalents at end of year	<u>\$ 60,377,729</u>	<u>\$ 13,003,560</u>	<u>\$ 24,322,904</u>
Classified as:			
Cash, cash equivalents, and investments	\$ 57,181,436	\$ 12,736,899	\$ 10,288,214
Restricted cash and cash equivalents	3,196,293	266,661	14,034,690
Totals	<u>\$ 60,377,729</u>	<u>\$ 13,003,560</u>	<u>\$ 24,322,904</u>

The notes to the financial statements are an integral part of this statement

Business-type Activities - Enterprise Funds			Governmental
Nonmajor			Activities
Airport Fund	Enterprise Fund - Housing Authority	Total Business- type Funds	Internal Service Fund
\$ 2,213,399	\$ 2,260,281	\$ 55,479,272	\$ 12,250,357
-	-	700,801	-
(3,229,703)	(8,378,195)	(27,244,556)	(10,320,917)
(79,823)	(367,998)	(557,990)	-
(399,927)	-	(5,027,039)	-
(1,585,566)	(1,467,481)	(16,192,971)	-
<u>(3,081,620)</u>	<u>(7,953,393)</u>	<u>7,157,517</u>	<u>\$ 1,929,440</u>
-	-	861,409	-
(1,737,509)	-	(3,218,648)	-
3,100,000	6,597	(633,098)	-
<u>1,362,491</u>	<u>6,597</u>	<u>(2,990,337)</u>	<u>-</u>
2,291,278	7,956,671	23,794,745	-
4,269,708	291,107	17,325,724	-
(4,722,169)	(291,107)	(40,016,393)	-
(216,337)	-	(4,624,297)	-
-	-	18,211,763	-
(15,399)	-	(859,024)	-
17,000	-	25,850	-
<u>1,624,081</u>	<u>7,956,671</u>	<u>13,858,368</u>	<u>-</u>
211,340	27,480	4,443,364	369,521
<u>211,340</u>	<u>27,480</u>	<u>4,443,364</u>	<u>369,521</u>
116,292	37,355	22,468,912	2,298,961
1,269,550	2,387,700	79,046,178	9,199,951
<u>\$ 1,385,842</u>	<u>\$ 2,425,055</u>	<u>\$ 101,515,090</u>	<u>\$ 11,498,912</u>
\$ 84,902	\$ 2,261,499	\$ 82,552,950	\$ 11,498,912
1,300,940	163,556	18,962,140	-
<u>\$ 1,385,842</u>	<u>\$ 2,425,055</u>	<u>\$ 101,515,090</u>	<u>\$ 11,498,912</u>

City of Flagstaff, Arizona
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2024

	Business-type Activities - Enterprise Funds		
	Water and Wastewater Fund	Stormwater Fund	Environmental Services Fund
Reconciliation of operating income (loss) to net cash provided (used) by operating activities			
Operating income (loss)	\$ 1,201,558	\$ 2,365,869	\$ (772,005)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation and amortization	8,929,913	776,323	978,892
Landfill closure and post closure costs	-	-	817,813
Other receipts	-	-	-
(Increase) decrease in assets:			
Receivables	(1,019,925)	(226,052)	(526,189)
Allowance for doubtful accounts	700	(3,500)	6,800
Inventories	-	-	(73,723)
Prepaid items	-	-	-
Net pension asset	-	-	-
(Increase) decrease in deferred pension outflows	649,519	77,588	(309,666)
(Increase) decrease in deferred OPEB outflows	(402,912)	(60,914)	460,125
Increase (decrease) in liabilities:			
Accounts payable	353,627	(462,549)	5,430,180
Accrued payroll, compensated absences	9,852	40,017	50,436
Net OPEB liability	(235,590)	(21,916)	(175,323)
Net pension liability	(271,430)	(40,456)	(230,109)
Deposits payable	71,999	-	7,662
Advanced revenue	(40,116)	-	246,187
Increase (decrease) in deferred pension inflows	151,646	29,116	96,604
Increase (decrease) in deferred OPEB inflows	178,215	1,640	132,624
Increase (decrease) in deferred lease inflows	-	-	-
Total adjustments	<u>8,375,498</u>	<u>109,297</u>	<u>6,912,313</u>
Net cash provided (used) by operating activities	<u>\$ 9,577,056</u>	<u>\$ 2,475,166</u>	<u>\$ 6,140,308</u>
Noncash investing, capital and financing activities:			
Capital assets acquired through contributions from developers	\$ 5,404,082	\$ 2,018,786	\$ -
Amortization of deferred amount on refunding	38,188	-	-
Gain on disposal of capital assets	6,977	-	-
Capital assets transferred to other funds	(321,398)	-	-
Capital assets transferred from other funds	<u>6,168,097</u>	<u>328,095</u>	<u>22,779</u>
Total noncash investing, capital and financing activities	<u>\$ 11,295,946</u>	<u>\$ 2,346,881</u>	<u>\$ 22,779</u>

The notes to the financial statements are an integral part of this statement

Business-type Activities - Enterprise Funds			Governmental
Airport Fund	Nonmajor Enterprise Fund - Housing Authority	Total Business-type Funds	Internal Service Fund
\$ (5,303,830)	\$ (8,500,059)	\$ (11,008,467)	\$ 2,103,451
2,033,816	477,058	13,196,002	-
-	-	817,813	-
9	-	9	-
605,002	78,343	(1,088,821)	(539,524)
-	24,785	28,785	-
-	-	(73,723)	-
113,921	(4,826)	109,095	-
256,607	-	256,607	-
6,613	35,671	459,725	-
(128,257)	29,524	(102,434)	-
(4,359)	32,191	5,349,090	368,177
32,926	(35,053)	98,178	-
(35,613)	(23,567)	(492,009)	-
(30,132)	(84,044)	(656,171)	-
-	(2,317)	77,344	-
-	(11,665)	194,406	(2,664)
80,146	43,702	401,214	-
(88,002)	(13,136)	211,341	-
(620,467)	-	(620,467)	-
<u>2,222,210</u>	<u>546,666</u>	<u>18,165,984</u>	<u>(174,011)</u>
<u>\$ (3,081,620)</u>	<u>\$ (7,953,393)</u>	<u>\$ 7,157,517</u>	<u>\$ 1,929,440</u>
\$ -	\$ -	\$ 7,422,868	\$ -
-	-	38,188	-
-	-	6,977	-
-	-	(321,398)	-
-	-	6,518,971	-
<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,665,606</u>	<u>\$ -</u>

(concluded)

City of Flagstaff, Arizona

Notes to the Financial Statements

June 30, 2024

I. Summary of Significant Accounting Policies

A. Financial Reporting Entity

The City of Flagstaff (City) was incorporated as a town in 1894 and as a city in 1928. The current City Charter was approved June 29, 1998. The Charter provides for the Council-Manager form of government and the authority to provide municipal services, as limited by the State Constitution.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to Governmental Units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The City of Flagstaff is a municipal corporation governed by an elected mayor and six-member council. The accompanying financial statements include the City and all its component entities for which the government is financially accountable. Blended component units, although legally separate entities are, in substance, part of the government's operations and so data from these units are combined with data of the primary government. Discretely presented component units are reported in a separate column in the Government-wide Statement of Net Position and Activities to emphasize they are legally separate from the government. The City of Flagstaff reports no blended or discretely presented component units.

Related Organizations: The City of Flagstaff officials are also responsible for appointing board members of other organizations. However, as the City's control is limited to making the appointments and there is not a significant operational nor a significant financial relationship between these organizations and the City, they are not included as part of these financial statements.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (statement of net position and statement of activities) report on the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which are supported by fees and charges for services.

The government-wide statement of activities demonstrates the degree to which the direct expenses of the various functions and segments of the City are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Interest on long-term debt and depreciation expense on assets shared by multiple functions are not allocated to the various functions. Program revenues include: 1) charges to customers or users who purchase, use, or directly benefit from goods, services or privileges provided by a particular function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes, investment income and other revenues not identifiable with functions or segments are included as general revenues. The general revenues support the net costs of the functions and segments not covered by program revenues.

Generally, the effect of interfund activity has been removed from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation.

Interdepartmental services performed by one division for another are credited to the performing division and charged to the receiving division to reflect the accurate costs of programs. These indirect costs have been eliminated as part of the program expenses reported for the various functional activities. The rates used are intended to reflect full costs in accordance with generally accepted cost accounting principles and are part of the fund statements. Interfund services provided and used are eliminated in the process of consolidation.

The government-wide statement of net position reports all financial and capital resources of the government. It is displayed in a format of assets plus deferred outflows of resources, less liabilities, less deferred inflows of resources, equals net position, with the assets and liabilities shown in order of their relative liquidity. Net position is required to be displayed in three components: 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are also included in the net position. The portion of unspent related debt proceeds or deferred inflows of resources at the end of the reporting period is not included in the calculation of net investment in capital assets; instead that portion of the debt or deferred inflows of resources is included in the same net position component as the unspent amount. Restricted net position occurs when a constraint is placed on its use by either: 1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or law or regulations of other governments, or 2) imposed by law through constitutional provisions or enabling legislation. All net position not otherwise classified as restricted, is shown as unrestricted. Generally, the City would first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

Also, part of the basic financial statements is fund financial statements for governmental funds and proprietary funds. The focus of the fund financial statements is on major funds, as defined by GASB Statement No. 34. Although the reporting model sets forth minimum criteria for determination of major funds (a percentage of assets and deferred outflows, liabilities and deferred inflows, revenues, or expenditures/expenses of fund category and of the governmental and enterprise funds combined), it also gives governments the option of displaying other funds as major funds. Other non-major funds are combined in a single column on the fund financial statements and are detailed in combining statements included as supplementary information after the basic financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary funds. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recorded as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are prepared on a current financial resource's measurement focus and modified accrual basis of accounting. This is the traditional basis of accounting for governmental funds. This presentation is deemed most appropriate to 1) demonstrate legal and covenant compliance, 2) demonstrate the sources and uses of liquid resources, and 3) demonstrate how the City's actual revenues and expenditures conform to the annual budget. Since the governmental fund financial statements are presented on a different basis than the governmental activities column of the government-wide financial

statements, a reconciliation is provided immediately following each fund statement. These reconciliations explain the adjustments necessary to transform the fund financial statements into the governmental activities column of the government-wide financial statements.

The proprietary fund financial statements are prepared on the same basis (economic resources measurement focus and accrual basis of accounting) as the government-wide financial statements. Therefore, most lines for the total enterprise funds on the proprietary fund financial statements will directly reconcile to the business-type activities column on the government-wide financial statements. Because the enterprise funds are combined into a single business-type activities column on the government-wide financial statements, certain interfund activities between these funds may be eliminated in the consolidation for the government-wide financial statements but are included in the fund columns in the proprietary fund financial statements. The net costs/income of the internal service fund is also partially allocated to the business-type activities column on the government-wide financial statements.

On the proprietary fund financial statements, operating revenues are those that flow directly from the operations of that activity, i.e., charges to customers or users who purchase or use the goods or services of that activity. Operating expenses are those that are incurred to provide those goods or services. Non-operating revenues and expenses represent items like investment income, interest expense, and other items that do not fit in any other category and are not a result of the direct operations of the activity.

The City uses funds to report its financial position and the results of its operations. Fund accounting segregates funds according to their intended purpose and is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts, which includes assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund balance, revenues, and expenditures/expenses.

The City uses the following fund categories:

Governmental Fund Types

Governmental Funds are those through which most of the governmental functions of the City are financed. The measurement focus is based upon determination of changes in financial position rather than upon net income determination.

General Fund is the primary operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund will always be considered a major fund in the basic financial statements.

Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than special assessments or major capital projects) that are legally restricted to expenditures for specified purposes. There are two special revenue funds that are presented as a major fund in the basic financial statements. They are the:

- *Highway User Revenue Fund* which receives and expends the City's allocation of the Highway User Revenue money. Resources allocated to this fund come mainly from the State and must be used for street construction, reconstruction, and maintenance.
- *Transportation Tax Fund* accounts for the receipt and expenditures of the transportation tax money as authorized by voters on May 16, 2000. These resources are restricted to financing improvements in the areas of the 4th Street overpass project, safe to school/pedestrian and bike projects, traffic flow and safety improvements, transit service operations and enhancements and to repay the bonding related to the 4th Street overpass. In fiscal year 2015-2016, voters approved an additional transportation tax for road repair and street safety which is valid through 2035. In fiscal year 2016-2017, voters approved an

extension of the transit tax to 2030. In fiscal year 2018-2019, voters approved an additional tax for the Lone Tree Overpass and extended the roadway, pedestrian, bicycle, and safety improvements tax to 2040.

Capital Project Funds are used to account for major capital acquisition and construction separate from ongoing operating activities. Resources for capital projects typically result from the issuance of general obligation or other government debt.

Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term obligation principal and interest.

Permanent Funds are used to account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Resources are generated from ongoing plot sales with a portion allocated to perpetuity.

Proprietary Fund Types

Proprietary Funds are used to account for the City's ongoing operations and activities, which are like those found in the private sector and where cost recovery and the determination of net income is useful or necessary for sound fiscal management. The measurement focus is based upon determination of net income, changes in net position, net position, and cash flows.

Enterprise Funds are used to account for operations that provide services to the public for a fee. Under GASB Statement No. 34, enterprise funds are also required for any activity whose principal revenue sources meet any of the following criteria: 1) any activity that has issued debt backed solely by the fees and charges of the activity, 2) if the cost of providing services for an activity, including capital costs such as depreciation or debt service, must legally be recovered through fees and charges, or 3) it is the policy of the City to establish activity fees or charges to recover the cost of providing services, including capital costs. The City has five enterprise funds, four of which are presented as major funds in the basic financial statements.

- *Water and Wastewater Fund* accounts for the City water pumping, treatment and distribution systems and the City wastewater collection and treatment systems.
- *Stormwater Fund* accounts for the construction, operations, and maintenance activities of the City stormwater system.
- *Environmental Services Fund* accounts for the operations of City refuse, management of the City landfill, recycling collection services and the management of sustainability programs.
- *Airport Fund* accounts for the construction and operations activities of the City's Airport.

Internal Service Fund accounts for the operations that provide services to other divisions of the government on a cost-reimbursement basis, thus the internal service fund is presented with the proprietary fund financial statements. The internal service fund represents the self-insurance services provided to other divisions and accounts for the risk management function of the City as well as maintaining the costs of the City's liability insurance and any claims paid under the City's self-insurance program. These costs are allocated to all operational activities of the City.

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. Governmental funds are accounted for using a current financial resources measurement focus whereby only current assets plus deferred outflows of resources, equals current liabilities plus deferred inflows of resources, plus fund balance. Operating statements present increases (i.e., revenues and other

financing sources) and decreases (i.e., expenditures and other financing uses) in net change in fund balances.

Enterprise funds are accounted for on a flow of economic resources measurement focus whereby all assets plus deferred outflows of resources, less liabilities and deferred inflows of resources associated with the operation of these funds, equals net position, as presented on the statement of net position. Operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in net total position.

The modified accrual basis of accounting is used by governmental funds. Revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City considers all revenues, except reimbursement grants, to be available if they are collected within 60 days of the end of the current fiscal period. Reimbursement grants are considered available if they are collected within one year of the end of the current fiscal period.

Expenditures are generally recorded when the related fund liability is incurred, as under accrual accounting. Principal and interest on long-term debt are recorded as fund liabilities when due. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments are recorded only to the extent they have matured.

Revenues susceptible to accrual include property tax, privilege license tax, highway user tax, state shared sales tax, vehicle license tax, grants and aid and interest earned on investments. Licenses and permits, charges for services, fines and forfeitures, parks and recreation charges and miscellaneous revenues are recorded when received in cash since they are generally not measurable until received. Only the portion of special assessment receivables due within the current fiscal period is susceptible to accrual as revenue of the current period.

The accrual basis of accounting is followed for all enterprise funds. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized when incurred.

Enterprise funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the funds principal ongoing operations. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating items.

Budgets and Budgetary Accounting

The City uses the following procedures in establishing the budgetary data reflected in the accompanying financial statements.

- The maximum legal expenditure permitted for the year is the total budget as adopted. The expenditure appropriations in the adopted budget are maintained in the City's financial system by division within individual funds. Division appropriations may be amended during the year, within administrative guidelines and adopted Council policies.
- The initial budget for the fiscal year may be amended during the year in a legally permissible manner.
- The City Manager is generally authorized to transfer budgeted amounts within any specific sections expenditure appropriation. Any budget revisions requiring a transfer between divisions must be

approved by the City Council. City manager, human resources and information technology are example sections of the general administration division.

- All unencumbered expenditure appropriations expire at the end of the fiscal year.
- Encumbered amounts are re-budgeted in the following year as deemed appropriate and necessary after review by the Budget Committee. Budgetary carry forwards are approved by the City Council as part of the budget adoption process.
- All funds of the City have legally adopted budgets except for the internal service fund, perpetual care fund. Formal integration of these budgets into the City's financial systems is employed as a management control device during the year for all funds.

The City prepares its annual budget on a modified cash basis, which differs from GAAP. GASB Statement No. 34 requires that budgetary comparison statements for the General Fund and major special revenue funds be presented in the annual financial statements or as required supplementary information. The City has chosen to present these statements in the basic financial statements. These statements must display original budget, amended budget and actual results on a budgetary basis at the legal level of budgetary control. The City's legal level of budgetary control is at the division level; however, the City's financial statements are presented at the functional level of detail. Budgetary comparisons provided in the basic financial section are presented for the general fund and major special revenue funds at the division level; these are presented as statements. The supplemental section provides budgetary comparisons for non-major special revenue funds, capital projects funds and debt service funds at the same functional level of detail used in financial statements presentation; these are presented as schedules.

D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position

Cash and Investments

The City's cash and cash equivalents are cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the government to invest in the State's Local Government Investment Pool (LGIP), obligations of the U.S. Treasury, commercial paper and repurchase agreements. Investment income from pooled cash and investments is allocated monthly based on the percentage of a fund's average daily equity in pooled cash and investments to the total average daily pooled equity in pooled cash and investments. Investments are stated at fair value based on quoted market prices. The City also has an investment policy. Details of the City's investment policy can be found in Note III.A.

The LGIP is a part of the State of Arizona Treasurer's office. The State Board of Investments provides oversight for the State Treasurer's pools, and the LGIP Advisory Committee provides consultation and advice to the Treasurer. Investments in the State of Arizona LGIP are stated at fair value, which also approximates the value of the investment upon withdrawal.

For purposes of the statement of cash flows, the City considers cash and cash equivalents, including restricted cash and cash equivalents, to be currency on hand, demand deposits with banks, amounts included in pooled cash and investment accounts and liquid investments with a maturity of three months or less. Cash and cash equivalents are included in both unrestricted as well as restricted assets.

Receivables and Payables

Accounts receivable and taxes receivable are shown net of an allowance for uncollectible accounts. The City's property tax is levied each year on or before the third Monday in August based on the previous January 1, full cash value as determined by the Coconino County Assessor. Levies are due and payable in two installments on September 1 and March 1. First half installments become delinquent on November 1; second half installments become delinquent on May 1. Interest at the rate of 12% per annum accrues following delinquent dates. Coconino County bills and collects all property taxes, at no charge to the taxing entities. A lien against property assessed attaches on the first day of January preceding assessment and levy thereon.

Under Arizona tax laws there are two property tax levies: primary and secondary. Primary property taxes are not restricted as to use and are used to finance the general operations of the City. Secondary property taxes are restricted for general obligation bonded debt service. The secondary property tax levy is recorded as revenue in a debt service fund and transferred to the Water and Wastewater Fund and the General Obligation Bond Fund.

As lessor, the City recognizes a lease receivable at the inception of the lease agreement other than short-term leases and as lessee, the City recognizes a lease payable at the inception of the lease agreement.

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is classified as interfund receivables and payables. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balance.

Deferred Outflows of Resources

When a consumption of net assets/fund balance applies to a future period it should not be recognized as an outflow of resources, expense, or expenditure until that time. Advance refunding resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is reported as a deferred outflow of resources or a deferred inflow of resources and recognized as a component of interest expense in a systematic and rational manner over the remaining life of the old debt or the life of the new debt, whichever is shorter.

Inventory and Prepaids

Inventory is valued at cost, which approximates market, using the weighted average cost method. Inventory consists of expendable supplies held for consumption and is charged to expenditure accounts as consumed. Prepayments are recorded under the consumption method where assets are recording and amortized over the life of the related agreement. Prepaid items contain payments made to vendors applicable to future accounting periods. The cost of a prepaid item is recorded as an expense when consumed rather than purchased.

Restricted Assets

Certain debt proceeds of the City's bonds, as well as certain resources set aside for their repayment, are classified as restricted on the balance sheet or statement of net position, because they are maintained in trust accounts and their use is limited by applicable debt covenants. Typically, restricted assets, committed assets and assigned assets are used prior to using unassigned assets when both are available for the same purpose.

Capital Assets

Capital assets, whether owned by governmental activities or business-type activities, are recorded, and depreciated/amortized (unless the modified approach is used) in the government-wide financial statements. The City has chosen not to apply the modified approach to any networks or subsystems of

infrastructure assets. No long-term assets or depreciation are shown in the governmental fund financial statements.

Capital assets, including public domain infrastructure (i.e., roads, bridges, curbs and gutters, streets and sidewalks, and other assets that are immovable and of value only to the City) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The government defines capital assets as assets with an initial, individual cost of more than \$5,000 (\$25,000 for capital improvement projects and infrastructure assets) and an estimated useful life greater than three years. Such assets are recorded at historical cost or estimated historical cost if actual amounts are unknown. Donated capital assets are recorded at acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend its life, are not capitalized. Major improvements are capitalized and depreciated over the remaining useful life of the related asset.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment is depreciated/amortized using the straight-line method over the following estimated useful lives (land and construction-in-progress are not depreciated):

<u>Assets</u>	<u>Useful life (years)</u>
Buildings	10-50
Improvements	10-20
Machinery and Equipment	5-25
Infrastructure	25-75

Intangible right-to-use lease assets are amortized over the shorter of the lease term or the useful life of the underlying asset.

Deferred Inflows of Resources

Revenues and other governmental fund financial resources are recognized in the accounting period in which they become both measurable and available. When an asset is recorded in the governmental fund financial statements, but the revenue is not available, the government reports a deferred inflow of resources until such time as the revenue becomes available. Revenue related to property tax, notes receivable and other revenues are recorded in governmental funds but the revenue is not available in the current period, so it is reported as a deferred inflow of resources.

Lease-related amounts are recognized at the inception of leases in which the City is the lessor. The deferred inflow of resources is recorded in an amount equal to the corresponding lease receivable plus certain additional amounts received from the lessee at or before the commencement of the lease term that relate to future periods, less any lease incentives paid to, or on behalf of, the lessee at or before the commencement of the lease term. The inflow of resources is recognized in a systematic and rational manner over the term of the lease.

Pensions and Other Postemployment Benefits

For purposes of measuring the net pension and other postemployment benefits (OPEB) assets and liabilities, deferred outflows of resources and deferred inflows of resources related to pensions and OPEB, pension and OPEB expense, information about the pension plans' fiduciary net position and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions)

are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Retirees are allowed to participate in the same healthcare plan as active employees and pay the same premium for this benefit which results in an implicit rate subsidy. Even though the City makes no direct payments on behalf of the retirees the City is required to report this implicit cost for active employees who will be able to continue to purchase health insurance once they retire.

Compensated Absences

Vacation and sick leave are granted to all regular and part-time permanent employees. The annual amount of vacation time accrued varies depending on classification and years of service. Accumulated vacation leave vests and the City is obligated to make payment if the employee terminates. Sick leave accrues at rates based on the full-time equivalency status of each employee. Sick leave is vested with 20 years of service. Sick leave is payable upon termination (if vested) or retirement, up to 50 percent (not more than 520 hours) of accumulated sick leave.

For the governmental fund financial statements, the current payroll and current portion of the compensated absences are recorded as a current liability of the applicable funds. Long-term liabilities of governmental funds are not shown on the fund financial statements. For the government-wide financial statements, as well as the proprietary fund financial statements, all the accrued liabilities for compensated absences are recorded as a liability.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable statement of net position. Bond premiums and discounts are amortized over the life of the bonds using a method which approximates the effective interest method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts as well as bond issuance costs in the period in which the bonds are issued. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Interfund Transactions

Interfund transactions, consisting of services performed for other funds or costs billed to other funds are treated as expenditures in the fund receiving the services and as a reimbursement reducing expenditures in the fund performing the services. Exceptions include water sales, sewer charges, and environmental service charges that are recorded as revenue in the enterprise funds and expenses or expenditures in the department receiving the service. In addition, transfers are made between funds to shift resources from a fund legally authorized to receive revenue to a fund authorized to expend the revenue.

Grant Revenue

The City recognizes grant revenues (net of estimated uncollectible amounts, if any), when all applicable eligibility requirements, including time requirements, are met. Resources transmitted to the City before the eligibility requirements are met are reported as advance revenues. Some grants and contributions consist of capital assets or resources that are restricted to purchase, construct, or renovate capital assets associated with a specific program. These are reported separately from grants and contributions that may be used either for operating expenses or for capital expenditures of the program at the discretion of the City.

Use of Estimates

The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fund Balance

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The classifications of nonspendable, restricted, committed, assigned and unassigned designate the relative strength of the constraints placed on how the amounts can be spent. Classification of fund balances imposed by the reporting government, whether by administrative policy or legislative action of the City Council, are shown in aggregate on the government fund financial statements, but not on the proprietary statement of net position. Restricted net position on the government-wide financial statements reflects restrictions imposed by external sources.

Nonspendable fund balance represents amounts such as inventories, prepaid items, and the nonexpendable portion of permanent funds. Restricted fund balances represent constraints placed on the use of resources imposed externally by creditors, grantors, contributors, or laws and regulations of other governments. Resources imposed by constitutional provisions of enabling legislation that allows the ability to levy, charge, or mandate payment of resources are also classified as restricted. Committed fund balance includes amounts that can be used only for the specific purposes determined by adoption of a City ordinance by the City Council, the government's highest level of decision-making authority. A formal action would also be required to modify or rescind an established commitment as related to the adopted City ordinance. Assigned fund balance amounts are intended to be used by the government for specific purposes but do not meet the criteria to be restricted or committed. Assigned fund balance is expressed by the direction of the City Council and budget committee as part of the annual budgeting process. Authority to assign amounts used for specific purposes is confirmed as part of the annual budgeting process, the City has no formal policy that establishes this practice. Unassigned fund balance represents the remaining amount that is not restricted, committed, nonspendable nor assigned in the general fund. Unassigned amounts are only reported in the general fund or as a negative amount in all other funds.

Consideration is made that restricted amounts are reduced first, followed by assigned amounts and then unassigned amounts when expenditures are incurred for purposes when both restricted and unrestricted fund balance is available. Also, committed, assigned, or unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in unrestricted fund balance classification could be used. Absent of a minimum fund balance policy, the City, through the budgeting process, establishes a minimum fund balance level to maintain as part of that process. A minimum balance of 20% is suggested in the general fund and a 10% fund balance is suggested for special revenue and enterprise funds.

Governmental fund balances as of June 30, 2024, are as follows:

	General Fund	Highway User Revenue Fund	Transportation Fund	Other Governmental Funds	Total Governmental Funds
Fund balances:					
Nonspendable:					
Perpetual care	\$ -	\$ -	\$ -	\$ 366,863	\$ 366,863
Inventory and prepaids	5,120,574	-	-	162,766	5,283,340
Restricted for:					
Notes receivable	-	-	-	245,000	245,000
Library branch services	-	-	-	870,038	870,038
Library programs externally directed	-	-	-	2,341,282	2,341,282
Court improvements and operations	300,220	-	-	-	300,220
Debt service	-	-	-	30,223,603	30,223,603
Street improvements	-	16,780,697	72,745,895	-	89,526,592
Transit	-	-	13,994,747	-	13,994,747
Public art	-	-	-	1,703,047	1,703,047
Parks operations	-	-	-	7,137,365	7,137,365
Economic development	-	-	-	1,088,805	1,088,805
Tourism	-	-	-	3,989,304	3,989,304
Perpetual care	-	-	-	73,189	73,189
Development fee projects	3,158,240	-	-	-	3,158,240
Other capital projects	-	-	-	46,378,996	46,378,996
Assigned to:					
Capital reserve	5,303,377	-	-	-	5,303,377
Real estate	393,441	-	-	-	393,441
Parking district	-	-	-	2,467,271	2,467,271
Water resource and infrastructure protection	-	-	-	1,671,055	1,671,055
Library services	-	-	-	2,072,964	2,072,964
Unassigned:	75,365,844	-	-	(420,304)	74,945,540
Total fund balances	<u>\$ 89,641,696</u>	<u>\$ 16,780,697</u>	<u>\$ 86,740,642</u>	<u>\$ 100,371,244</u>	<u>\$ 293,534,279</u>

Deficit Fund Balance / Net Position

A deficit unassigned fund balance of \$420,304 exists in the Capital Projects Fund. The deficit is a result of beginning construction of bonded projects prior to the receipt of proceeds. Additionally, there is a deficit unrestricted net position of \$350,006 in the Airport Fund due to a recent focus on capital purchases and projects.

E. Implementation of New Accounting Principles

During the year ended June 30, 2024, the City implemented the provisions of GASB Statement No. 100, Accounting Changes and Error Corrections. This statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. In the fiscal year 2024, the City did not have any accounting changes or error corrections resulting in no changes to beginning balances reported in the financial statements due to the implementation of this standard.

II. Stewardship, Compliance and Accountability

A. Budgetary Information

Budget Basis of Accounting

The City's accounting records for general government operations (general, special revenue, debt service and capital funds) are essentially maintained on a basis consistent with Generally Accepted Accounting Principles (GAAP) except for 60 days sales tax accrual, unrealized gain or loss on investments and allowance for doubtful accounts. Measurable revenues are recorded when they become available to finance expenditures in the current fiscal year. "Available" is defined as: collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures, other than principal and interest on debt, are recognized in the accounting period in which the liability arises. State statute allows for encumbrances to be recognized for a 60-day period following the end of the prior fiscal year as uses of prior year appropriations. To ensure that appropriations do not lapse, divisions are directed to re-budget for all items delivered after June 30.

For the enterprise funds, the annual budget is prepared on a basis that differs from GAAP because state law requires capital purchases and debt service payments to be budgeted as expenses, and bond proceeds and grants that are to be utilized are to be budgeted as revenues.

The accounting and budgeting systems for the City are in accordance with Generally Accepted Accounting Principles (GAAP) format, with minimal variances between the two systems. Budget basis for enterprise funds differ primarily due to state laws. The major differences are as follows:

- Encumbrances (contractual commitments) are considered the equivalent of expenditures. Encumbrances at year-end for goods or services which are not received prior to the end of the fiscal year are cancelled.
- Fund balances reserved for inventory and bonded debt are not included in the budget.
- Certain expenses, such as depreciation, compensated absences and landfill closure and post closure accruals, are not included in the budget.
- Enterprise funds budget capital expenditures and debt service payments as expenses.
- Enterprise funds budget bond proceeds as revenues.

The City will utilize several different fund types to segregate the financial activity within the City either due to regulatory reasons or as designated internally. The fund classifications are Governmental Funds and Proprietary Funds.

Review and Approval

Issues presented during the review and approval period include discussion topics of the Council during the various retreats. These retreats were held in February and April to give City staff the opportunity to present major discussion points to Council and the public. The goal is for Council to make policy decisions and direct staff in preparing the budget. This provides adequate time for the Council to gather input on major budget issues prior to preparation of the budget. The City Council holds study sessions in April. The Council reviews and discusses the issue papers included in the Budget Review Book as well as all personnel recommendations, capital equipment recommendations and the capital improvement plan. The Council arrives at a consensus for all decisions needed. The study sessions provide the opportunity for City management, divisions, and the public to offer information and recommendations to the City Council.

The proposed budget is presented to Council for tentative adoption on or before the third Tuesday in June. Two public hearings are held on the content of the budget. State law requires the operating budget to be all-inclusive. Therefore, the budget includes provisions for contingent revenues, e.g., passenger facility charges, and expenditures that cannot be accurately determined when the budget is adopted, e.g., grants.

The resolution adopting the annual budget requires Council authorization for any expenditure from contingencies, as well as transfer of budget authority between divisions.

The City operates under the State Expenditure Limitation with a one-time adjustment to the base. The adjustment provided for an increase to the base limit to allow for the expenditure of funds resulting from the addition of a 2% Bed, Board and Beverage Tax. Flagstaff is not a Home Rule city. Alternative Home Rule Expenditure Control municipalities require voter approval every four years.

The adopted budget reflects the total funds appropriated. Certain exclusions are allowed by the state (e.g., bond proceeds, debt service and grants) in computing the Expenditure Limitation and this total cannot be exceeded.

Budget authority can be transferred between line items within a section. At year-end, division budgets are reviewed, and budget authority is transferred from contingencies by resolution, if between divisions, as necessary. Council can also amend total appropriations for a division during the year by resolution if there is a corresponding increase/decrease in another division so that the expenditure limitation is not exceeded.

B. Excess of Expenditures over Appropriations

Expenditure appropriations are adopted in the budget at the division level. For presentation purposes, we have elected to show any deficits at the division level within funds. As of June 30, 2024, there are no divisions with an excess of expenditures over appropriations.

III. Detailed Notes on All Funds

A. Deposits and Investments

The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is displayed on the government-wide Statement of Net Position as "cash, investments and equivalents," and "restricted cash and investments."

Deposits

On June 30, 2024, the carrying amount of the City's deposits was \$211,773,100 and the bank balance was \$215,287,649. The \$3,514,549 difference represents deposits in transit, outstanding checks, and other reconciling items on June 30, 2024. There is an additional \$19,051,249 reported as restricted cash as it is held with paying or fiscal agent on June 30, 2024, for debt service payments due on July 1, 2024.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. Statutes and the City's investment policy require collateral for demand deposits, certificates of deposit, and repurchase agreements at 102 percent of all deposits not covered by federal depository insurance. All investments are either registered in the City's name or are held by a third party in the City's name. All deposits were insured or collateralized at June 30, 2024.

Interest Rate Risk

As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy matches maturities with cash flow dates, unless matched to a specific requirement the City may not invest more than 25 percent of the portfolio for a period greater than three years or any portion of the portfolio for a period greater than 10 years.

On June 30, 2024, the City's investments included the following:

Investment Type	Fair Value	Weighted Average Maturity (in years)
Federal agency notes	\$ 12,187,200	0.182
U.S. treasuries	84,460,640	2.123
State investment pool	46,813,754	0.100
Corporate notes	17,423,419	0.407
Total fair value of investments	\$ 160,885,013	

Credit Risk

City resolution and Arizona State Statutes authorized the City to invest in obligations of the U.S. Treasury, its agencies, and instrumentalities, repurchase agreements, SEC registered money market accounts, certificates of deposit within the top three ratings by a nationally recognized rating agency, and the State of Arizona Local Government Investment Pool (LGIP).

The credit quality ratings of investments as described by nationally recognized Standard and Poor's and Moody's rating service as of June 30, 2024, is as follows:

Investment Type	Fair Value	Moody's Rating	S&P Rating	Percent of Investments
Federal agency notes	\$ 12,187,200	AAA	AA+	7.57%
U.S. treasuries	84,460,640	AAA	AA+	52.50%
State investment pool	46,813,754	AAA	AAA f / S1+	29.10%
Corporate notes	17,423,419	AAA/ AA2/ AA3/ BAA1 A1/ A2/ A3	AA+/ AA/ AA-/ A+/ A / A- / BBB+	10.83%
Total	\$ 160,885,013			100.00%

Concentration of Credit Risk

The City's investment policy establishes that its investment portfolio, to minimize the risk of loss resulting from over concentration of assets in a specific maturity, specific issuer, or specific class of securities shall not exceed the following. Fully insured or collateralized CD's no more than 25%, US agency securities 100%, State, county, school district and other district municipal bonds or debt with an A rating or better no more than 25%, repurchase agreements 100%, and local government investment pool 100%.

At June 30, 2024, the City's cash and investments included the following:

Carrying amount of investments	\$ 160,885,013
Carrying amount of cash deposits	211,773,100
Cash on deposit with paying agent	19,051,249
Cash on hand	12,853
Total pooled cash and investments	<u>\$ 391,722,215</u>
Pooled cash, equivalents and investments - unrestricted	\$ 304,702,192
Restricted cash and investments	87,020,023
Total pooled cash and investments	<u>\$ 391,722,215</u>

Cash and cash equivalents at June 30, 2024, consisted of the following:

Investments included in cash and cash equivalents	\$ 114,347,657
Carrying amount of unrestricted city deposits	190,341,682
Cash on hand	12,853
Total cash, investments, and cash equivalents per statement of net position	<u>\$ 304,702,192</u>

Investment income comprises the following for the year ended June 30, 2024:

Net interest and dividends	\$ 14,547,910
Net increase (decrease) in the fair value of investments	2,274,490
Total net investment income per statement of activities	<u>\$ 16,822,400</u>

Fair Value Measurement

The net decrease in the fair value of investments during fiscal year 2023-2024 was \$2,274,490. This amount considers all changes in fair value (including purchases and sales) that occurred during the year. The unrealized loss on investments held at June 30, 2024, was \$3,177,219.

In determining fair value, the City uses various valuation approaches within the fair value measurement framework. Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability.

Fair value measurements framework establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Fair value measurements define levels within the hierarchy based on the reliability of inputs as follows:

- Level 1 – Valuations based on unadjusted quoted prices for identical assets or liabilities in active markets.
- Level 2 – Valuations based on quoted prices for similar assets or liabilities or identical assets or liabilities in less active markets, such as dealer or broker markets.
- Level 3 – Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable, such as pricing models, discounted cash flow models and similar techniques not based on market, exchange, dealer, or broker-traded transactions.

The City's investments at June 30, 2024, categorized within the fair value hierarchy detailed above were as follows:

Investments by fair value level: Investment Type	Fair Value Measurements			
	Total Fair Value	(Level 1)	(Level 2)	(Level 3)
Federal agency notes	\$ 12,187,200	\$ -	\$ 12,187,200	\$ -
U.S. treasuries	84,460,640	3,364,434	81,096,206	-
Corporate notes	17,423,419	-	17,423,419	-
Total investments by fair value level	114,071,259	3,364,434	110,706,825	-
External investment pools measured at fair value				
State Treasurer's Investment Pool	46,813,754			
Total investments	<u>\$ 160,885,013</u>			

The State Treasurer's Pool is an external investment pool, the Local Government Investment Pool (Pool 5), with no regulatory oversight. The pool is not required to register (and is not registered) with the Securities and Exchange Commission. The State Board of Investment provides oversight for the State Treasurer's investment pools.

Investments in the State Treasurer's investment pools are valued at the pool's share price multiplied by the number of shares the City held. The fair value of a participant's position in the pools approximates the value of that participant's pool shares.

In previous years, the City recognized a decrease in fair value of \$1,473,712 consisting of the City's share of a loss on an investment within the Local Government Investment Pool. The State and numerous other bondholders filed suit against the principals, underwriters, trustees, accountants, and others in May 2003. The case is presently pending litigation. There have been several distributions since June 2006. The distributions include payments from the trustee and settlement proceeds received from pending litigation. The City did not receive a distribution this year and the total recovery to date is \$1,126,225.

In previous years, the City recognized a decrease in fair value of \$289,104 consisting of the City's share of a loss on an investment within the Local Government Investment Pool relating to Lehman Brothers Chapter 11 filing. The State has filed claims on behalf of the LGIP investors. The City received a distribution this year in the amount of \$308 and the total recovery to date is \$246,769.

B. Receivables

Receivables as of June 30, 2024, including allowances for uncollectible accounts, are as follows:

Fund	Accounts	Interest	Intergov- ernmental	Leases Receivable	Notes Receivable	Total Receivables
Governmental Activities						
General fund	\$ 8,452,398	\$ 366,871	\$ 2,418,924	\$ 11,343,386	\$ -	\$ 22,581,579
Highway user revenue fund	1,086,539	46,892	48,298	-	-	1,181,729
Transportation fund	5,368,100	379,525	1,102,517	-	-	6,850,142
Other governmental funds	2,425,516	205,469	273,038	402,898	245,000	3,551,921
Less: allowance for uncollectibles	(450,984)	-	-	-	-	(450,984)
Total government funds	16,881,569	998,757	3,842,777	11,746,284	245,000	33,714,387
Internal services funds	571,717	36,461	-	-	-	608,178
Total governmental activities	17,453,286	1,035,218	3,842,777	11,746,284	245,000	34,322,565
Business-type Activities						
Water and wastewater	4,902,795	264,991	3,739,695	-	-	8,907,481
Stormwater	740,989	54,453	605,102	-	-	1,400,544
Environmental services	1,986,767	50,944	73,723	-	-	2,111,434
Airport	110,009	68,029	5,699,260	5,621,164	-	11,498,462
Other proprietary funds	88,934	-	78,980	-	-	167,914
Less: allowance for uncollectibles	(95,268)	-	-	-	-	(95,268)
Total business-type activities	7,734,226	438,417	10,196,760	5,621,164	-	23,990,567
Total activities	\$ 25,187,512	\$ 1,473,635	\$ 14,039,537	\$ 17,367,448	\$ 245,000	\$ 58,313,132

C. Capital Assets

A summary of capital asset activity, for the government-wide financial statements, as of June 30, 2024, is as follows:

	Balance July 1, 2023	Increases	Decreases	Transfers	Balance June 30, 2024
Governmental activities:					
Non-depreciable assets:					
Land & other non-depreciable assets	\$ 74,266,186	\$ 2,546,862	\$ -	\$ -	\$ 76,813,048
Construction-in-progress	49,179,265	28,564,569	(22,292,646)	(6,463,863)	48,987,325
Total non-depreciable assets	123,445,451	31,111,431	(22,292,646)	(6,463,863)	125,800,373
Depreciable assets:					
Buildings	125,284,831	445,524	-	-	125,730,355
Improvements	25,297,772	274,982	(28,789)	-	25,343,965
Machinery and equipment	44,153,842	6,617,519	(658,069)	(22,779)	50,090,513
Infrastructure	373,689,735	25,780,005	-	289,069	399,758,809
Right to use subscription asset	669,456	603,689	(368,793)	-	904,352
Right to lease asset: buildings	565,547	-	(353,617)	-	211,930
Total depreciable assets	569,661,183	33,721,719	(1,409,268)	266,290	602,239,924
Accumulated depreciation/amortization:					
Buildings	(38,570,453)	(2,788,343)	-	-	(41,358,796)
Improvements	(21,278,526)	(393,138)	28,789	-	(21,642,875)
Machinery and equipment	(29,949,154)	(2,217,810)	645,579	-	(31,521,385)
Infrastructure	(220,752,974)	(10,377,899)	-	-	(231,130,873)
Right to use subscription asset	(379,159)	(350,248)	368,793	-	(360,614)
Right to lease asset: buildings	(356,848)	(178,423)	353,617	-	(181,654)
Total accumulated depreciation	(311,287,114)	(16,305,861)	1,396,778	-	(326,196,197)
Governmental activities capital assets, net	\$ 381,819,520	\$ 48,527,289	\$ (22,305,136)	\$ (6,197,573)	401,844,100
				Less: outstanding debt	(197,246,555)
				Less: unamortized premium	(7,830,379)
				Plus: unamortized discount	57,965
				Less: construction retainage	(1,305,658)
				Less: capital accounts payable	(4,338,261)
				Plus: non-capital related debt, series 2013	774,780
				Plus: unspent capital related debt, series 2016	1,942,894
				Plus: unspent capital related debt, series 2024	18,658,325
				Plus: non-capital related debt, series 2016	1,295,250
				Plus: non-capital related debt, series 2020	110,965,000
				Plus: non-capital related debt, series 2020	3,235,898
				Plus: non-capital related debt, series 2024	13,305,000
				Net investment in capital assets	\$ 341,358,359

	Balances July 1, 2023	Increases	Decreases	Transfers	Balance June 30, 2024
Business-type activities:					
Non-depreciable assets:					
Land	\$ 19,965,587	\$ 1,988,291	\$ -	\$ -	\$ 21,953,878
Construction-in-progress	53,624,509	32,764,964	(13,893,892)	(321,398)	72,174,183
Total non-depreciable assets	<u>73,590,096</u>	<u>34,753,255</u>	<u>(13,893,892)</u>	<u>(321,398)</u>	<u>94,128,061</u>
Depreciable assets:					
Buildings	108,251,117	13,258	-	-	108,264,375
Improvements	464,262,415	24,457,568	(200,078)	6,496,192	495,016,097
Machinery and equipment	60,851,583	3,934,686	(116,601)	22,779	64,692,447
Right to use subscription asset	32,300	-	-	-	32,300
Right to lease asset: land	6,412	-	(6,412)	-	-
Total depreciable assets	<u>633,403,827</u>	<u>28,405,512</u>	<u>(323,091)</u>	<u>6,518,971</u>	<u>668,005,219</u>
Accumulated depreciation/amortization:					
Buildings	(69,128,182)	(1,824,992)	-	-	(70,953,174)
Improvements	(205,586,660)	(8,561,881)	200,078	-	(213,948,463)
Machinery and equipment	(38,738,204)	(2,797,257)	115,081	-	(41,420,380)
Right to use subscription asset	(10,438)	(10,766)	-	-	(21,204)
Right to lease asset: land	(5,306)	(1,106)	6,412	-	-
Total accumulated depreciation	<u>(313,468,790)</u>	<u>(13,196,002)</u>	<u>321,571</u>	<u>-</u>	<u>(326,343,221)</u>
Business-type activities capital assets, net	<u>\$ 393,525,133</u>	<u>\$ 49,962,765</u>	<u>\$ (13,895,412)</u>	<u>\$ 6,197,573</u>	<u>435,790,059</u>
				Less: associated debt	(44,394,938)
				Less: construction retainage	(1,843,984)
				Less: capital accounts payable	(8,678,273)
				Less: bond premium	(7,260)
				Plus: bond discount	56,287
				Plus: deferred outflow related to refunding	114,565
				Net investment in capital assets	<u>\$ 381,036,456</u>

Depreciation and amortization expense was charged to the governmental functions in the government-wide financial statements as follows:

Governmental Activities:

General government	\$ 1,153,038
Public safety	1,657,294
Public works	743,629
Economic and physical development	458,617
Culture and recreation	1,663,482
Highway and streets	10,629,801
Total depreciation expense - governmental activities	<u>\$ 16,305,861</u>

Depreciation and amortization expense was charged to the business-type functions in the government-wide financial statements as follows:

Business-Type Activities:

Water and wastewater	\$ 8,929,913
Stormwater	776,323
Airport	2,033,816
Environmental services	978,892
Housing authority	477,058
Total depreciation expense - business-type activities	<u>\$ 13,196,002</u>

D. Interfund Receivables, Payables, and Transfers

Interfund Receivables and Payables

Net interfund receivables and payables between governmental activities and business-type activities of \$5,266,619 are included in the government-wide financial statements on June 30, 2024. The interfund balances on June 30, 2024, are short-term loans to cover temporary cash deficits in various funds. This occasionally occurs prior to bond sales or grant reimbursements. All interfund balances outstanding on June 30, 2024, are expected to be repaid within one year.

The following interfund receivables and payables are included in the fund financial statements on June 30, 2024:

Fund	Interfund Receivables	Interfund Payables
Governmental Activities:		
General fund	\$ 6,353,492	\$ -
Total governmental activities	<u>6,353,492</u>	<u>-</u>
Business-type Activities:		
Airport fund	-	6,100,000
Housing authority fund	-	253,492
Total business-type activities	<u>-</u>	<u>6,353,492</u>
Total governmental and business-type activities	<u>\$ 6,353,492</u>	<u>\$ 6,353,492</u>
Adjustment for internal service fund elimination	<u>(1,086,873)</u>	
Total government-wide statement of net position	<u>\$ 5,266,619</u>	

Transfers

The net transfers of \$3,840,334 from governmental activities to business-type activities on the government-wide statement of activities are primarily capital assets and operations. The following transfers are reflected in the fund financial statements for the year ended June 30, 2024:

Fund	Transfers Out	Transfers In
Governmental Activities:		
General fund	\$ 10,808,604	\$ 4,782,793
Highway user revenue fund	313,000	7,788,000
Transportation fund	7,787,961	300,000
Nonmajor governmental funds	9,259,627	17,655,638
Total governmental activities	<u>28,169,192</u>	<u>30,526,431</u>
Business-type Activities:		
Water and wastewater fund	32,329	71,200
Stormwater fund	1,481,139	32,329
Environmental services fund	-	790,209
Airport fund	1,737,509	-
Total business-type activities	<u>3,250,977</u>	<u>893,738</u>
Total governmental and business-type activities	<u>\$ 31,420,169</u>	<u>\$ 31,420,169</u>
Less: fund eliminations	(29,062,930)	
Less: net capital assets transfer	<u>(6,197,573)</u>	
Total government-wide statement of activities	<u>\$ (3,840,334)</u>	

The business-type activities transferred \$289,069 of capital assets to governmental activities and the governmental activities transferred \$6,486,642 to business-type activities for a consolidated net total of \$6,197,573 in capital asset transfers to the government wide financials. The BBB fund transferred \$3,291,467 to the general fund to support general fund operations. The transportation fund transferred \$7,787,961 to the highway user revenue fund to support highway user fund operations. The general fund transferred \$8,207,469, the water resource and infrastructure protection fund transferred \$172,789 and the airport fund transferred \$259,183 to the pension bond fund for debt service payments. The general fund transferred \$1,662,813 to the library fund for the City's share of expenditures for the libraries within the City limits. The general obligation bond fund received a \$5,572,262 transfer from the secondary property tax revenue fund for payment of debt service.

E. Lease Receivable

Under this statement, a lessor is required to recognize a lease receivable and a deferred inflow of resources. The discount methodology is the city's incremental borrowing rate. For additional information, refer to the disclosures below.

Governmental Activities

The City, acting as lessor, leases building and office space under long-term, non-cancelable lease agreements. The leases expire at various dates through 2099 and provide for renewal options ranging from one year to five years. During the year ended June 30, 2024, the City recognized \$681,689 and \$52,065 in lease revenue and interest revenue, respectively, pursuant to these contracts.

The City, acting as lessor, leases land under long-term, non-cancelable lease agreements. The leases expire at various dates through 2080 and provide for renewal options ranging from one year to ten years. During the year ended June 30, 2024, the City recognized \$24,996 and \$28,668 in lease revenue and interest revenue, respectively, pursuant to these contracts.

Proprietary/Business-Type Activities

The City, acting as lessor, leases building and office space under long-term, non-cancelable lease agreements. The leases expire at various dates through 2032 and provide for renewal options ranging from one year to five years. During the year ended June 30, 2024, the City recognized \$408,204 and \$3,240 in lease revenue and interest revenue, respectively, pursuant to these contracts.

The City, acting as lessor, leases land under long-term, non-cancelable lease agreements. The leases expire at various dates through 2086 and provide for renewal options ranging from one year to fifty-nine years. During the year ended June 30, 2024, the City recognized \$170,073 and \$119,854 in lease revenue and interest revenue, respectively, pursuant to these contracts.

F. Long-Term Debt

General Obligation Debt

The City of Flagstaff issues general obligation debt to provide funds for the acquisition and construction of major capital facilities. General obligation debt has been issued for both governmental and business-type activities.

General obligation debt are direct obligations and pledge the full faith and credit of the government. The water and wastewater general obligation debt is a water infrastructure and finance authority note backed by the ultimate taxing power and general revenues of the City; however, the debt is carried as a liability of the water and wastewater fund to reflect the intention of the City to retire those bonds from resources in the water and wastewater funds.

General obligation debt outstanding at June 30, 2024:

Purpose	Amount
Governmental activities	\$ 63,760,000
Total general obligation debt outstanding	<u>\$ 63,760,000</u>

General obligation debt at June 30, 2024, consists of the following individual issues:

Governmental activities:

\$11,460,000 Capital projects, series 2013 due in annual installments of \$560,000 to \$950,000 through July 1, 2028; interest rate at 1.625% to 4.000%. Construction related to forest initiative, streets and utility improvements and open space/Flagstaff Urban Trail System.	\$ 4,440,000
\$6,600,000 Capital projects, series 2014A due in annual installments of \$200,000 to \$460,000 through July 1, 2034; interest rate at 1.5% to 5.0%. Construction related to parks and recreation facilities improvements and land purchase for open space/Flagstaff Urban Trail System.	4,205,000
\$16,105,000 Capital projects, series 2016 due in annual installments of \$565,000 to \$1,090,000 through July 1, 2036; interest rate at 3.0% to 4.0%. Construction related to open space acquisition, core services maintenance facilities, and forest health and water supply protection project.	11,775,000
\$11,090,000 Capital projects, series 2020 due in annual installments of \$585,000 to \$4,175,000 through July 1, 2028; interest rate at 4.0% to 5.0%. Construction related to courthouse building and public safety communication systems.	3,160,000
\$26,875,000 Capital projects, series 2024A due in annual installments of \$100,000 to \$2,525,000 through July 1, 2043; interest rate at 5.0%. Construction related to the Spruce Wash stormwater projects, wastewater projects and fire equipment purchases.	26,875,000
\$10,000,000 Housing projects, series 2024B due in annual installments of \$2,685,000 to \$7,315,000 through July 1, 2025; interest rate at 5.5% to 6.0%. Housing incentives and related projects.	10,000,000
\$3,305,000 Refunding bonds, series 2024C due in annual installments of \$35,000 to \$435,000 through July 1, 2034; interest rate at 5.0%. Construction related to parks and recreation facilities improvements and land purchase for open space/Flagstaff Urban Trail System.	3,305,000
Total governmental activities	<u>63,760,000</u>
Total General Obligation Debt	<u>\$ 63,760,000</u>

Annual debt service requirements to maturity for general obligation debt are as follows:

Year Ending June 30	Governmental Activities	
	Principal	Interest
2025	\$ 13,350,000	\$ 1,737,915
2026	6,365,000	2,182,425
2027	4,700,000	1,922,450
2028	2,775,000	1,767,800
2029	2,950,000	1,658,200
2030-2034	10,660,000	6,886,625
2035-2039	10,960,000	4,285,774
2040-2044	12,000,000	1,540,001
	<u>\$ 63,760,000</u>	<u>\$ 21,981,190</u>

Statutory Debt Limitation

Under the provisions of the Arizona Constitution, outstanding general obligation bonded debt for combined water, wastewater, electric, parks and open space, streets and public safety purposes may not exceed 20 percent of the City of Flagstaff’s net secondary assessed valuation, nor may outstanding general obligation bonded debt for all other purposes exceed 6 percent of the City’s net secondary assessed valuation.

The City’s computation of legal debt margins available for creation of additional debt at June 30, 2024, was \$162,085,039 and \$54,753,512 for the 20 percent and 6 percent debt limits, respectively.

Revenue Bonds

Greater Arizona Development Authority revenue bonds are issued specifically for the purpose of constructing public infrastructure projects. These bonds have state shared revenue pledged as a repayment revenue stream. These bonds funded the Business Incubator building.

On July 20, 2016, the City issued \$8,930,000 in pledged revenue obligations, Series 2016 and on June 21, 2018, the City issued \$9,700,000 in pledged revenue obligations, Series 2018, for Road Repair/Street Safety Projects. The payments will be payable from and secured by a lien on Excise Tax Revenues. “Excise Tax Revenues” are revenues from the restricted transaction privilege tax of 0.33% (\$0.0033) approved at an election held in and for the City on November 4, 2014 (the “Election”), which will expire on December 31, 2034 (the “Road Repair/Street Safety Rate”). The Election authorized bonds payable from the Road Repair/Street Safety Rate in an amount not to exceed \$20,000,000.

On August 29, 2017, the City issued \$17,129,000 in direct placement utility revenue refunding obligations, Series 2017, for water and wastewater improvements. The City has pledged net revenues of the utility system for payment of all amounts due, and the repayment of these amounts are secured by a lien on and pledge of net revenues for the water and wastewater fund. Outstanding utility revenue refunding obligations are \$7,579,000 on June 30, 2024.

On June 20, 2019, the City issued \$9,585,000 in direct placement utility system revenue obligations, Series 2019, for water and wastewater improvements. The City has pledged net revenues of the utility system for payment of all amounts due, and the repayment of these amounts are secured by a lien on and pledge of net revenues for the water and wastewater fund. Outstanding utility revenue refunding obligations are \$7,110,000 on June 30, 2024.

On May 11, 2022, the City issued \$4,092,000 in direct placement utility system revenue obligation, Series 2022, for stormwater improvements. The City has pledged net revenues of the utility system for payment of all amounts due, and the repayment of these amounts are secured by a lien on and pledge of net revenues for the stormwater fund. Outstanding utility system revenue obligations are \$3,645,000 on June 30, 2024.

On May 11, 2022, the City issued \$4,930,000 in direct placement utility system revenue refunding obligation, Series 2022, for water improvements. The City has pledged net revenues of the utility system for payment of all amounts due, and the repayment of these amounts are secured by a lien on and pledge of net revenues for the drinking water fund. Outstanding utility system revenue refunding obligations are \$3,631,000 on June 30, 2024.

The City’s outstanding revenue refunding bonds and revenue bonds related to business-type activities contain a provision that whenever a purchase event of default shall have occurred and be continuing, the seller shall, but only if requested by the trustee, have the right to take any action permitted or required pursuant to this agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any duty, covenant, obligation or agreement of the City hereunder, including, without limitation, appointment of a receiver of the system, however, under no circumstances may amounts due hereunder be accelerated.

Revenue bonds outstanding at June 30, 2024:

<u>Purpose</u>	<u>Amount</u>
Governmental activities	\$ 14,745,000
Business-type activities	10,755,000
Business-type activities - advance refunding	11,210,000
Total revenue bonds outstanding	<u>\$ 36,710,000</u>

Revenue bonds at June 30, 2024, consist of the following individual issues:

Governmental activities:

\$3,370,000 Greater Arizona Development Authority revenue bonds, series 2010A, due in annual installments of \$50,000 to \$240,000 through August 1, 2030; interest at 2.0% to 4.625%. Business incubator construction.	\$ 1,475,000
\$8,930,000 Road Repair Street Safety pledged refunding bonds, series 2016 due in annual installments of \$450,000 to \$735,000 through July 1, 2032; interest at 2.0% to 4.0%. Repair of existing streets and roadways.	5,480,000
\$9,700,000 Road Repair Street Safety pledged revenue bonds, series 2018 due in annual installments of \$360,000 to \$1,450,000 through July 1, 2034; interest at 2.0% to 4.25%. Repair of existing streets and roadways.	7,790,000
Total governmental activities	<u>14,745,000</u>

Business-type activities:

\$17,129,000 Utility revenue refunding obligations, series 2017 due in annual installments of \$957,000 to \$2,364,000 through July 1, 2027; interest at 1.99%. Water and wastewater improvements.	7,579,000
\$9,585,000 Utility revenue obligations, series 2019 due in annual installments of \$355,000 to \$835,000 through July 1, 2034; interest at 2.41%. Water and wastewater improvements.	7,110,000
\$4,092,000 Utility system revenue obligation, series 2022 due in annual installments of \$213,000 to \$307,000 through July 1, 2037; interest at 2.67%. Stormwater improvements.	3,645,000
\$4,930,000 Utility system revenue refunding obligation, series 2022 due in annual installments of \$137,000 to \$734,000 through July 1, 2029; interest at 2.49%. Water improvements.	3,631,000
Total business-type activities	<u>21,965,000</u>
Total Revenue Bonds	<u>\$ 36,710,000</u>

Annual debt service requirements to maturity for revenue bonds are as follows:

Year Ending June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Direct Placement	
			Principal	Interest
2025	\$ 1,170,000	\$ 556,494	\$ 3,208,000	\$ 474,838
2026	1,215,000	508,325	3,273,000	403,982
2027	1,270,000	457,763	3,349,000	331,569
2028	1,320,000	404,681	3,177,000	259,322
2029	1,375,000	349,438	1,676,000	202,897
2030-2034	6,945,000	925,334	5,265,000	585,486
2035-2038	1,450,000	23,565	2,017,000	74,193
Total	<u>\$ 14,745,000</u>	<u>\$ 3,225,600</u>	<u>\$ 21,965,000</u>	<u>\$ 2,332,287</u>

Other Debt

Certificates of Participation

On February 5, 2020, the City issued \$3,845,000 in capital lease certificates of participation, series 2020 for the Courthouse Facility. Principal and interest on the bonds are payable from capital lease payments and are not considered general obligations of the City. They are appropriated along with all other expenditures of the general government.

On August 1, 2020, the City issued \$131,000,000 in capital lease certificates of participation, series 2020A for the payment of the Public Safety Personnel Retirement System unfunded accrued pension liability. Principal and interest on the bonds are payable from capital lease payments and are not considered general obligations of the City. They are appropriated along with all other expenditures of the general government.

On June 21, 2018, the City issued \$3,880,000 in capital lease certificates of participation, series 2018 for the Core Services Facility. Principal and interest on the bonds are payable from capital lease payments and are

not considered general obligations of the City. They are appropriated along with all other expenditures of Solid Waste.

Certificates of participation bonds outstanding at June 30, 2024:

<u>Purpose</u>	<u>Amount</u>
Governmental activities	\$ 114,390,000
Business-type activities	3,415,000
Total certificates of participation outstanding	<u>\$ 117,805,000</u>

Certificates of participation on June 30, 2024, consist of the following individual issues:

Governmental activities:

\$3,845,000 Certificates of participation, series 2020 due in annual installments of \$100,000 to \$220,000, through July 1, 2045; interest at 3.0% to 5.0%. Construction of courthouse building.	\$ 3,425,000
\$131,000,000 Certificates of participation, series 2020A due in annual installments of \$1,630,000 to \$8,365,000, through May 1, 2040; interest at 0.701% to 2.48%. Public Safety Personnel Retirement System unfunded accrued pension liability.	110,965,000
Total governmental activities	<u>114,390,000</u>

Business-type activities:

\$3,880,000 Certificates of participation, series 2018 due in annual installments of \$85,000 to \$240,000 through July 1, 2043; interest at 3.0% to 3.125%. Core Services facility.	3,415,000
Total business-type activities	<u>3,415,000</u>
Total Certificates of Participation	<u>\$ 117,805,000</u>

Annual debt service requirements to maturity for certificates of participation debt are as follows:

<u>Year Ending June 30</u>	<u>Governmental Activities</u>		<u>Business-type Activities</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 6,050,000	\$ 2,876,928	\$ 105,000	\$ 113,219
2026	6,130,000	2,795,314	105,000	110,068
2027	6,230,000	2,694,467	110,000	106,844
2028	6,345,000	2,582,767	110,000	103,544
2029	6,470,000	2,458,840	115,000	100,169
2030-2034	34,475,000	10,041,154	800,000	432,388
2035-2039	39,100,000	5,027,196	945,000	288,237
2040-2044	9,370,000	361,712	1,125,000	104,853
2045	220,000	3,300	-	-
Total	<u>\$ 114,390,000</u>	<u>\$ 28,841,678</u>	<u>\$ 3,415,000</u>	<u>\$ 1,359,322</u>

The following is a summary of debt service requirements, including interest requirements, to maturity for long-term debt at June 30, 2024:

Fiscal Year	General Obligation Debt	Revenue Bonds	Certificates of Participation	Total
2023-2024	\$ 15,087,915	\$ 5,409,332	\$ 9,145,147	\$ 29,642,394
2024-2025	8,547,425	5,400,307	9,140,382	23,088,114
2025-2026	6,622,450	5,408,332	9,141,311	21,172,093
2026-2027	4,542,800	5,161,003	9,141,311	18,845,114
2027-2028	4,608,200	3,603,335	9,144,009	17,355,544
2028-2029	3,248,775	2,993,976	9,171,537	15,414,288
2029-2030	3,363,425	2,855,890	9,170,982	15,390,297
2030-2031	3,692,925	2,623,000	9,174,699	15,490,624
2031-2032	3,645,675	2,618,983	9,174,054	15,438,712
2032-2033	3,595,825	2,628,971	9,057,270	15,282,066
2033-2034	3,543,375	2,630,395	9,057,016	15,230,786
2034-2035	3,044,700	312,078	9,069,862	12,426,640
2035-2036	2,995,199	311,188	9,075,421	12,381,808
2036-2037	2,884,375	311,097	9,073,624	12,269,096
2037-2038	2,778,125	-	9,084,510	11,862,635
2038-2039	2,671,875	-	9,087,412	11,759,287
2039-2040	2,882,500	-	467,397	3,349,897
2040-2041	2,760,000	-	468,497	3,228,497
2041-2042	2,637,500	-	469,084	3,106,584
2042-2043	2,588,126	-	469,175	3,057,301
2043-2044	-	-	223,300	223,300
Less interest	(21,981,190)	(5,557,887)	(30,201,000)	(57,740,077)
	<u>\$ 63,760,000</u>	<u>\$ 36,710,000</u>	<u>\$ 117,805,000</u>	<u>\$ 218,275,000</u>

Authorized and Issued Debt

The voters of the City authorize capital projects and the related debt mechanism to finance these capital projects. On May 18, 2004, voters approved \$47.4 million for various capital projects, \$46.6 million for future water rights and production, and \$61.2 million for various facility capital projects. As of June 30, 2024, \$2.8 million remains unissued for capital projects, all related debt has been issued for future water rights and production, and \$57.8 million remains unissued for facility capital projects. On November 2, 2010, voters approved \$21.2 million for public safety communication system and various street and utilities improvements. As of June 30, 2024, all related debt has been issued. On November 6, 2012, voters approved \$24.0 million for a Core Service Maintenance Facility and Forest Health and Watershed Protection. As of June 30, 2024, all related debt has been issued. On November 8, 2016, voters approved \$12.0 million for a Courthouse Facility. As of June 30, 2024, all related debt has been issued. On November 8, 2022, voters approved \$57.3 million for wildfire suppression, stormwater flood mitigation and wastewater treatment infrastructure as well as \$20.0 million for creating rental and homeownership opportunities for residents of Flagstaff. As of June 30, 2024, \$30.4 million and \$10.0 million respectively remains unissued.

Loans Payable - Direct Borrowings

The City of Flagstaff has various direct borrowing loan agreements with the Water and Wastewater Infrastructure Finance Authority (WIFA) of Arizona Revolving Fund Loan Program for the acquisition and construction of water and wastewater facilities and obtaining water rights.

Loans from direct borrowings outstanding as of June 30, 2024:

<u>Purpose</u>	<u>Amount</u>
Governmental activities	\$ 3,235,898
Business-type activities	18,255,359
	<u>\$ 21,491,257</u>

Loan from direct borrowing payables on June 30, 2024, consist of the following individual financing options:

Governmental activities:

\$5,000,000 Water infrastructure finance authority due in annual installments of \$221,536 to \$309,391, through July 1, 2039; interest at 0.373%. Forest health and water supply protection project.	\$ 3,235,898
Total governmental activities	<u>3,235,898</u>

Business-type activities:

\$594,950 Water infrastructure finance authority due in annual installments of \$24,531 to \$33,603 through July 1, 2029; interest at 2.45%. Original amount issued \$1,000,000, amount deobligated \$405,050. Well infrastructure improvements.	189,941
\$1,100,000 as amended 10/02/09, \$800,000 Water infrastructure finance authority due in annual installments of \$51,224 to \$70,168 through July 1, 2029; interest at 2.45%. Amount issued to date \$1,100,000. Local aquifer study.	396,624
\$20,000,000 Water infrastructure finance authority due in annual installments of \$1,053,308.59 to \$1,121,353.92 through July 1, 2047; interest at 2.686%. Stormwater infrastructure improvements.	17,668,794
Total business-type activities:	<u>18,255,359</u>
Total Loans Payable - Direct Borrowings	<u>\$ 21,491,257</u>

Annual debt service requirements to maturity for direct borrowing loan payables are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Governmental Activities</u>		<u>Business-type Activities</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 234,218	\$ 42,124	\$ 649,495	\$ 492,898
2026	238,605	37,655	666,724	475,212
2027	243,074	33,103	684,409	457,057
2028	247,627	28,464	702,565	438,419
2029	252,265	23,740	721,202	419,288
2030-2034	1,333,996	47,491	3,462,227	1,817,878
2035-2039	686,113	-	3,834,386	1,329,165
2040-2044	-	-	4,377,760	771,194
2045-2048	-	-	3,156,591	162,449
Total	<u>\$ 3,235,898</u>	<u>\$ 212,577</u>	<u>\$ 18,255,359</u>	<u>\$ 6,363,560</u>

Obligations under Purchase Financing

Purchase financing agreements related to governmental activities consist of renewable energy solar equipment of \$333,271 (net of accumulated depreciation) and parking meter assets of \$275,465 (net of accumulated depreciation). Finance purchase agreements related to business-type activities consist of airport hangars of \$112,721 (net of accumulated depreciation) and renewable energy solar equipment of \$636,093 (net of accumulated depreciation).

These purchase financing agreements generally require annual payments, and the lease terms vary from five to twenty-one years. The lease agreements qualify as finance purchases for accounting purposes and, therefore have been recorded at the present value of their future minimum lease payments as of the date of inception.

Year Ending June 30	Governmental Activities	Business-type Activities
2025	\$ 201,643	\$ 281,195
2026	195,088	152,812
2027	135,009	147,915
2028	74,851	142,865
2029	35,892	68,496
Total future minimum lease payments	642,483	793,283
Less: interest costs	(33,747)	(44,469)
Present value of future minimum lease payments	<u>\$ 608,736</u>	<u>\$ 748,814</u>

Leases Payable

Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset. The discount methodology used is the city's incremental borrowing rate. For additional information, refer to the disclosures below.

In various governmental funds, the City, acting as lessee, leased buildings, and open space under long-term, a non-cancelable lease agreement. The lease expires in 2025. The City is required to make monthly fixed payments of \$5,000. The value of the right to use asset as of June 30, 2024, was \$211,930 with accumulated amortization of \$181,654.

In the water and wastewater fund, the City, acting as lessee, leased land under long-term, non-cancelable lease agreements. The lease expired in 2024. The City was required to make annual fixed payments of \$4,016. The value of the right to use asset as of June 30, 2024, was zero.

Annual debt service requirements to maturity for lease payables are as follows:

Year Ending June 30	Governmental Activities	
	Principal	Interest
2025	\$ 30,859	\$ 51
	<u>\$ 30,859</u>	<u>\$ 51</u>

Subscription-Based Information Technology Arrangements

The City recognizes subscription liabilities with an initial, individual value of \$5,000 or more. The City uses its estimated incremental borrowing rate to measure subscription liabilities unless it can readily determine the interest rate implicit in the arrangement. The City's estimated incremental borrowing rate is calculated as described above.

In various governmental funds, the subscriptions expire at various dates through 2028. The City is required to make annual payments ranging from \$6,793 to \$57,600. The value of the right to use assets as of June 30, 2024, of ranged from \$17,754 to \$585,934 with accumulated amortization ranging from \$6,058 to \$117,187.

In the water and wastewater funds, the subscriptions expire at various dates through 2025. The City is required to make annual payments totaling \$60,050. The value of the right to use asset as of June 30, 2024, is \$32,300 with accumulated amortization of \$21,204.

Year Ending June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2025	\$ 389,254	\$ 13,072	\$ 10,765	\$ 235
2026	28,489	124	-	-
2027	28,474	997	-	-
2028	29,845	510	-	-
	<u>\$ 476,062</u>	<u>\$ 14,703</u>	<u>\$ 10,765</u>	<u>\$ 235</u>

Pledged Revenues

The City has pledged future water, wastewater, and stormwater utility revenues to repay Water Infrastructure Financing Authority loans and revenue bonds issued during the period of 2010-2022. The various bonds were issued for the purchase or construction of various water infrastructure including wells, water distribution lines, wastewater collection lines, treatment plant improvements and stormwater drainage improvements. At June 30, 2024, \$48,916,206 remains outstanding to be repaid by future water, wastewater, and stormwater revenues, if such revenues prove insufficient, the remainder will be repaid as a general obligation of the City. For the fiscal year ended June 30, 2024, net revenue available for service of this debt was \$16,061,327. The debt principal and interest paid in fiscal year 2023-2024 equal \$4,760,697 (29.64% of available pledged net revenues). For additional information on pledged revenues related to revenue bonds, refer to Schedule 17 in the Statistical Section of this report.

The City has pledged certain revenues for the repayment of \$3,370,000 Greater Arizona Development Authority (GADA) revenue bonds issued in 2011 for the construction of a business incubator facility at the U.S. Geological Survey Campus. The bonds are secured by a pledge of the City's state shared revenues not specifically reserved by law or other regulation to be expended for other purposes. At June 30, 2024, \$1,724,606 remains outstanding to be repaid by future revenues. For the fiscal year ended June 30, 2024, net revenues available for the service of this debt were \$31,317,104. The debt principal and interest paid in fiscal year 2023-2024 was \$245,531 (0.78% of available pledged net revenues). For additional information on pledged revenues for GADA revenue bonds, refer to Schedule 17 in the Statistical Section of this report.

The City has pledged certain revenues for the repayment of \$8,930,000 in Road Repair/Street Safety pledged revenue obligation bonds issued in 2016 and \$9,700,000 issued in 2018. The bonds were issued to construct street improvements and the ongoing preservation of street conditions inside the City limits. The bonds have a senior lien on the 0.33% excise tax revenues. At June 30, 2024, \$16,245,994 remains outstanding to be repaid by future revenues. For the fiscal year ended June 30, 2024, net revenues available for service of the debt were \$8,217,428. The debt principal and interest paid in fiscal year 2023-2024 was \$1,482,313 (18.04% of available pledged net revenues). For additional information on pledged revenues for the bonds, refer to Schedule 17 in the Statistical Section of this report.

Changes in Long-term Liabilities

Liquidation of compensated absences, other postemployment benefits and net pension liability for governmental funds have been made from the General, Library, HURF, BBB, and Library funds.

Non-current liability activity for the year ended June 30, 2024, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Bonds payable:					
General obligation bonds	\$ 27,850,000	\$ 40,180,000	\$ (4,270,000)	\$ 63,760,000	\$ 13,350,000
Revenue bonds	15,870,000	-	(1,125,000)	14,745,000	1,170,000
Certificates of participation	120,365,000	-	(5,975,000)	114,390,000	6,050,000
Total bonds payable	<u>164,085,000</u>	<u>40,180,000</u>	<u>(11,370,000)</u>	<u>192,895,000</u>	<u>20,570,000</u>
Loan payable - direct borrowing	2,736,095	729,715	(229,912)	3,235,898	234,218
Financed purchases	792,451	-	(183,715)	608,736	185,873
Bond premium	4,603,178	3,743,601	(516,400)	7,830,379	518,746
Bond discount	(116,093)	58,128	-	(57,965)	(7,904)
Leases payable	213,677	-	(182,818)	30,859	30,859
Subscription liability	260,483	453,945	(238,366)	476,062	389,254
Compensated absences	4,982,965	2,370,516	(2,199,575)	5,153,906	2,307,064
Other postemployment benefits	7,936,987	5,178,381	(7,425,795)	5,689,573	346,382
Net pension liability	36,663,210	9,845,108	(7,835,144)	38,673,174	-
Claims and judgements	239,224	634,480	(243,158)	630,546	55,546
Governmental activities long-term liability	<u>\$ 222,397,177</u>	<u>\$ 63,193,874</u>	<u>\$ (30,424,883)</u>	<u>\$ 255,166,168</u>	<u>\$ 24,630,038</u>
Business-type activities:					
Bonds payable:					
Revenue bonds - direct placement	\$ 25,479,000	\$ -	\$ (3,514,000)	\$ 21,965,000	\$ 3,208,000
Certificates of participation	3,515,000	-	(100,000)	3,415,000	105,000
Total bonds payable	<u>28,994,000</u>	<u>-</u>	<u>(3,614,000)</u>	<u>25,380,000</u>	<u>3,313,000</u>
Water loan payable - direct borrowing	676,309	18,211,763	(632,713)	18,255,359	649,495
Financed purchases	1,115,863	-	(367,049)	748,814	261,711
Total loan and leases payable	<u>1,792,172</u>	<u>18,211,763</u>	<u>(999,762)</u>	<u>19,004,173</u>	<u>911,206</u>
Bond premium	10,324	-	(3,064)	7,260	2,742
Bond discount	(56,287)	-	-	(56,287)	-
Subscription liability	21,300	-	(10,535)	10,765	10,765
Compensated absences	774,672	518,729	(374,199)	919,202	428,637
Other postemployment benefits	1,873,874	1,199,981	(1,691,990)	1,381,865	81,628
Net pension liability	12,576,200	1,996,066	(2,652,237)	11,920,029	-
Landfill closure/post closure	20,340,020	817,813	-	21,157,833	-
Business-type activities long-term liability	<u>\$ 66,326,275</u>	<u>\$ 22,744,352</u>	<u>\$ (9,345,787)</u>	<u>\$ 79,724,840</u>	<u>\$ 4,747,978</u>

IV. Other Information

A. Risk Management

The City is exposed to various risks of loss related to torts and public officials' errors and omissions. The City purchases commercial insurance to cover these losses. However, \$100,000 of each claim resulting in a loss is retained by the City. The City provides for the self-insurance retention in the internal service fund. Outstanding claims as of June 30, 2024, have potential exposure to the City of approximately \$630,546 based on the requirements of Governmental Accounting Standards Board Statement Number 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The City uses an application of historical experience to determine claims payable. However, due to the preliminary status of the claims, no determination can be made as to the likelihood, if any, of an unfavorable outcome. The net position of the Internal Service Fund is designated for future losses related to the self-insurance retention. Settled claims have not exceeded commercial coverage in the last three fiscal years.

<u>Fiscal Year</u>	<u>Beginning of Year Liability</u>	<u>Current Year Claims and Changes in Estimates</u>	<u>Claim Payments</u>	<u>End of Year Liability</u>
2022-2023	\$ 188,647	\$ 147,610	\$ 97,033	\$ 239,224
2023-2024	239,224	634,480	243,158	630,546

The City of Flagstaff participates in a risk sharing pool for employee health care, through the Northern Arizona Public Employees Trust, a public entity risk pool. Members do not bear any risk of loss. The overall experience rating of the trust determines premium charges.

B. Commitments and Contingent Liabilities

The City is involved in litigation arising in the ordinary course of its operations. The City believes that its ultimate liability, if any, in connection with these matters will not have a material adverse effect on the City's financial position, changes in financial position, or liquidity.

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The following table presents the City’s construction commitments and encumbrances as of June 30, 2024:

Capital Project Program Classification	Spent to Date	Remaining Commitment
Buildings	\$ 58,000	\$ 7,500
Streets	40,785,852	9,389,417
Water	21,929,564	8,022,585
Wastewater	778,522	1,695,974
Reclaim water	1,750,466	294,424
Stormwater	17,936,663	14,392,189
Airport	1,037,495	585,061
Other land improvements	7,539,191	1,863,049
Total construction commitments	<u>\$ 91,815,753</u>	<u>\$ 36,250,199</u>

Outstanding Encumbrances at June 30, 2024:

Governmental Activities:	
General fund	\$ 8,469,863
HURF fund	603,341
Transportation fund	2,500
Other government funds	2,139,839
Total governmental activities	<u>11,215,543</u>
Business-type Activities:	
Water, wastewater, and reclaim fund	1,653,141
Stormwater fund	266,488
Environmental services fund	513,405
Airport fund	668,172
Total business-type activities	<u>3,101,206</u>
Total governmental and business-type activities	<u>\$ 14,316,749</u>

C. Retirement, Pension and OPEB Plans

All full-time employees of the City are covered by one of three pension plans. The Arizona State Retirement system is for the benefit of the employees of the state and certain other governmental jurisdictions. All full-time City employees, except sworn fire and police personnel, are included in the Arizona State Retirement System. Sworn police and fire personnel participate in the Public Safety Retirement System. In addition, the Mayor and City Council members are covered by the State’s Elected Officials Plan.

Plan Descriptions

The City contributes to the three plans described below. Benefits are established by state statute and generally provide retirement, death, long-term disability, survivor, and health insurance premium benefits. The plans are component units of the State of Arizona.

The *Arizona State Retirement System (ASRS)* administers a cost-sharing multiple-employer defined benefit pension plan that covers general employees of the City. The ASRS is governed by the Arizona State Retirement System Board according to the provisions of A.R.S. Title 38, Chapter 5, and Article 2 and 2.1.

The *Public Safety Personnel Retirement System* (PSPRS) administers agent and cost-sharing multiple-employer defined benefit pension plans and agent and cost sharing multiple-employer defined benefit health insurance premium benefit (OPEB) plans that covers public safety personnel who are regularly assigned hazardous duty as employees of the State of Arizona or one of its political subdivisions. The PSPRS, acting as a common investment and administrative agent, is governed by a nine-member board, known as The Board of Trustees, and the participating local boards govern the PSPRS according to the provisions of A.R.S. Title 38, Chapter 5, Article 4. Employees who were PSPRS members before July 1, 2017, participate in the agent plans, and those who became PSPRS members on or after July 1, 2017, may participate in the Public Safety Personnel Defined Contribution Retirement Plan (PSPDCRP) or participate in the cost-sharing plans (PSPRS Tier 3 Risk Pool) which are not further disclosed because of their relative insignificance to the City's financial statements.

The *Elected Officials Retirement Plan* (EORP) is a cost-sharing multiple-employer defined benefit pension plan and a cost-sharing, multiple-employer defined benefit health insurance premium benefit (OPEB) plan that covers elected officials and judges of certain state and local governments who were members of the plan on December 31, 2013. This plan was closed to new members as of January 1, 2014. The EORP is governed by Board of Trustees of the PSPRS according to the provisions of A.S.R. Title 38, Chapter 5, and Article 3.

Each plan issues a publicly available financial report that includes its financial statements and required supplementary information. A report can be obtained by writing or calling the applicable plan.

ASRS

3300 N. Central Ave.
P.O. Box 33910
Phoenix, AZ 85067-3910
(602) 240-2200/ (800) 621-3778
www.azasrs.gov

PSPRS and EORP

3010 E. Camelback Rd.
Suite 200
Phoenix, AZ 85016-4416
(602) 255-5575
www.psprs.com

At June 30, 2024, the City reported the following aggregate amounts related to pensions and OPEB for all plans to which it contributes:

Pension Plans	Net Pension Liability/(Asset)	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
ASRS				
Governmental activities	\$ 33,397,726	\$ 4,294,847	\$ 2,119,471	\$ 3,583,027
Business-type activities	11,920,029	1,548,758	757,792	1,281,066
PSPRS - Police	4,340,304	9,175,898	39,894	3,763,988
PSPRS - Fire				
Governmental activities	(786,199)	4,827,017	36,063	1,972,814
Business-type activities	(69,970)	414,848	3,210	175,586
EORP	935,144	193,820	238,534	(150,554)
Total	\$ 49,737,034	\$ 20,455,188	\$ 3,194,964	\$ 10,625,927

OPEB Plans	Net OPEB Liability/(Asset)	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense/(Income)
OPEB				
Governmental activities	\$ 5,689,573	\$ 1,977,904	\$ 5,036,840	\$ 253,789
Business-type activities	1,381,865	443,030	1,128,204	56,846
PSPRS - Fire	(1,847,915)	44,793	81,425	(166,626)
Total	\$ 5,223,523	\$ 2,465,727	\$ 6,246,469	\$ 144,009

The ASRS and PSPRS - Police OPEB plans did not have significant financial impact and therefore were not reported.

Arizona State Retirement System (ASRS)

Funding Policy

The Arizona State Legislature establishes and may amend active plan members' and the City's contribution rates.

Benefits Provided

The ASRS provides retirement, health insurance premium supplement, long-term disability, and survivor benefits. State statute establishes benefits terms. Retirement benefits are calculated based on age, average monthly compensation, and served credit as follows:

	Retirement	
	Initial Membership Date: Before July 1, 2011	On or After July 1, 2011
Years of service and age required to receive benefit	Sum of years, and age equals 80 10 years, age 62 5 years, age 50* any years, age 65	30 years, age 55 25 years, age 60 10 years, age 62 5 years, age 50* any years, age 65
Final average salary is based on	Highest 36 months of last 120 months	Highest 60 months of last 120 months
Benefit percent per year of service	2.1% to 2.3%	2.1% to 2.3%

*With actuarially reduced benefits.

Retirement benefits for members who joined the ASRS prior to September 13, 2013, are subject to automatic cost-of-living adjustments based on excess investment earnings. Members with a membership date on or after September 13, 2013, are not eligible for cost-of-living adjustments. Survivor benefits are payable upon a members' death. For retired members, the survivor benefit is determined by the retirement benefit option chosen. For all other members, the beneficiary is entitled to the members' account balance that includes the members' contribution and employer's contributions, plus interest earned.

Contributions

In accordance with State statutes, annual actuarial valuations determine active member and employer contribution requirements. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability. For the year ended June 30, 2024, active ASRS members were required by statute to contribute at the actuarially determined rate of 12.29% (12.14% retirement and 0.15% long-term disability) of the members' annual covered payroll and the City was required by statute to contribute at the actuarially determined rate of 12.29% (12.03% retirement, 0.11% for health insurance premium, and 0.15% long-term disability) of the active members' annual covered payroll. In addition, the City was required by statute to contribute at the actuarially determined rate of 9.99% (9.94% for retirement and 0.05% for long-term disability) of annual covered payroll of retired members who worked for the City in positions that would typically be filled by an employee who contributes to the ASRS. The City's contributions to the ASRS pension plan for the year ended June 30, 2024, was \$4,819,605 inclusive of Housing Authority.

During fiscal year 2023-2024, the City paid for ASRS pension contributions 73% from governmental funds and 27% from enterprise funds.

Pension Liability

At June 30, 2024, the City reported a liability of \$45,317,755 for its proportionate share of the ASRS net pension liability. The net pension liability was measured as of June 30, 2023. The total pension liability used to calculate the net pension liability was determined using update procedures to roll forward the total pension liability from an actuarial valuation as of June 30, 2022, to the measurement date of June 30, 2023.

The City's reported liability at June 30, 2024, decreased by \$2,432,902 from the City's prior year liability of \$47,750,658 due to changes in the ASRS net pension liability and the City's proportionate share of that liability. The ASRS publicly available financial report provided details on the change in the net pension liability.

The City's proportion of the net pension liability was based on the City's actual contributions to the plan relative to the total of all participating employers' contributions for the year ended June 30, 2023. The City's proportion measured as June 30, 2023, was 0.2801%, which was a .0125% decrease from its proportion measured as of June 30, 2022, 0.2926%.

Pension Expense and Deferred Outflows - Inflows of Resources

For the year ended June 30, 2024, the City recognized pension expense of \$4,864,093. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual	\$ 1,024,000	\$ -
Net difference between projected and actual earnings on pension plan investments	-	(1,603,381)
Changes in proportion and differences between City contributions and proportionate share of contributions	-	(1,273,882)
City contributions subsequent to the measurement date	4,819,605	-
Total	<u>\$ 5,843,605</u>	<u>\$ (2,877,263)</u>

The amounts reported as deferred outflows of resources related to ASRS pensions resulting from City contributions after the measurement date will be recognized as a reduction of the net liability in the year ending June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to ASRS pensions will be recognized in pension expense as follows:

Year ending June 30,	
2025	\$ (940,348)
2026	(2,441,641)
2027	1,727,971
2028	(199,245)
	<u>\$ (1,853,263)</u>

Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

ASRS	
Actuarial valuation date	June 30, 2022
Actuarial roll forward date	June 30, 2023
Actuarial cost method	Entry age normal
Investment rate of return	7.0%
Projected salary increases	2.9-8.4%
Inflation factor	2.3%
Permanent benefit increase	Included for pensions
Mortality rates	2017 SRA Scale U-MP
Healthcare cost trend rate	Not applicable

Actuarial assumptions used in the June 30, 2022 valuation was based on the results of an actuarial experience study for the 5-year period ended June 30, 2020.

The long-term expected rate of return on ASRS pension plan investments was determined to be 7.0 percent using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Geometric Real Rates of Return
Public Equity	44%	3.50%
Credit	23%	5.90%
Real Estate	17%	5.90%
Private Equity	10%	6.70%
Interest Rate Sensitive	6%	1.50%
Total	100%	

Discount Rate

The discount rate used to measure the ASRS total pension was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates as determined by the ASRS Board’s funding policy, which establishes the contractually required rate under Arizona statute. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Sensitivity of the City’s Proportionate Share of the ASRS Net Pension Liability to Changes in the Discount Rate

The following table presents the City’s proportionate shares of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the City’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease (6.0%)	Current Discount Rate (7.0%)	1% Increase (8.0%)
City's proportionate share of the net pension liability	\$ 67,879,341	\$ 45,317,755	\$ 26,505,383

Pension Plan Fiduciary Net Position

Detailed information about the pension plan’s fiduciary net position is available in the separately issued ASRS financial report.

Public Safety Personnel Retirement System (PSPRS)

Benefits Provided

The PSPRS provide retirement, health insurance premium supplement, disability, and survivor benefits. State statute established benefits terms. Retirement disability and survivor benefits are calculated based on age, average monthly compensation, and service credit, which can be found on the following page:

PSPRS

Initial Membership Date:

	Before January 1, 2012	On or after January 1, 2012 and before July 1, 2017
Retirement and disability		
Years of service and age required to receive benefit	20 years of service, any age 15 years of service, age 62	25 years of service or 15 years of credited service, age 52.5
Final average salary is based on	Highest 36 consecutive months of last 20 years	Highest 60 consecutive months of last 20 years
Benefit percent		
Normal retirement	50% less 2.0% for each year of credited service less than 20 years OR plus 2.0% to 2.5% for each year of credited service over 20 years, not to exceed 80%	1.5% to 2.5% per year of credited service, not to exceed 80%
Accidental disability	50% or normal retirement, whichever is greater	
Catastrophic disability	90% for the first 60 months then reduced to either 62.5% or normal retirement, whichever is greater	
Ordinary disability	Normal retirement calculated with actual years of credited service or 20 years of credited service, whichever is greater, multiplied by years of credited service (not to exceed 20 years) divided by 20 years	
Survivor benefit		
Retired members	80% to 100% of retired member's pension benefit	
Active members	80% to 100% of accidental disability retirement benefit or 100% of average monthly compensation if death was the result of injuries received on the job	

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on inflation. PSPRS also provides temporary disability benefits of 50 percent of the members' compensation for up to 12 months.

Health insurance premium benefits are available to retired or disabled members with 5 years of credited service. The benefits are payable only with the respect to allowable health insurance premiums for which the member is responsible. Benefits range from \$100 per month to \$260 per month depending on the age of the members and dependents.

The City has police and fire benefits; however, the police benefits are not material and are therefore not presented.

Employees Covered by Benefit Terms

At June 30, 2024, the following employees were covered by the agent pension plans' benefit terms:

	Police Pension	Fire Pension	Fire OPEB
Inactive employees or beneficiaries currently receiving benefits	95	101	101
Inactive employees entitled to but not yet receiving benefits	34	18	9
Active employees	45	64	64
Total	174	183	174

Contributions and Annual OPEB Cost

State statutes establish the pension contribution requirements for active PSPRS employees. In accordance with state statutes, annual actuarial valuations determine employer contribution requirements for PSPRS pension and health insurance premium benefits. The combined active member and employer contribution rates are expected to finance the costs of benefits employees earn during the year, with an additional amount to finance any unfunded accrued liability.

Contribution rates for the year ended June 30, 2024, are indicated below. Rates are a percentage of active members' annual covered payroll.

	<u>Active member - Pension</u>	<u>City - Pension</u>	<u>City - Health Insurance Premium Benefit*</u>
PSPRS Police	7.65%	9.97%	N/A
PSPRS Fire	7.65%	12.86%	0.00%

* The OPEB plan related to PSPRS - Police did not have significant financial impact and therefore is not reported.

In addition, the City was required by statute to contribute at the actuarially determined rate of 8.0 percent for the PSPRS Police and 8.0 percent for PSPRS Fire of annual covered payroll of retired members who worked for the City in positions that would typically be filled by an employee who contributes to the PSPRS.

The City's contributions to the plans for the year ended June 30, 2024, were:

	<u>City - Pension</u>	<u>City - Health Insurance Premium Benefit</u>
PSPRS Police	\$ 3,707,489	N/A
PSPRS Fire	902,464	-

During fiscal year 2023-2024, the City paid for PSPRS pension and OPEB contributions for police with 100% general fund dollars and 93.3% from the general fund plus 6.7% from the airport fund as related to fire contributions.

Net Pension/OPEB (Asset) Liability

At June 30, 2024, the City reported net pension liability of \$4,340,304 for police and a net pension asset of \$856,169 for fire, as well as a net asset in the amount of \$1,847,915 related to OPEB. The net asset was measured as of June 30, 2023, and the total liability used to calculate the net asset was determined by an actuarial valuation as of that date. The total liabilities as of June 30, 2023, saw no changes of actuarial assumptions.

Actuarial Assumptions

Actuarial assumptions used in the June 30, 2023; valuation was based on the results of an actuarial experience study for the 5-year period ended June 30, 2022.

PSPRS

Actuarial valuation date	June 30, 2023
Actuarial cost method	Entry age normal
Investment rate of return	7.20%
Wage inflation	3.0-6.25% for pensions/not applicable for OPEB
Price inflation	2.5% for pensions/not applicable for OPEB
Cost-of-living adjustment	1.85% for pensions/not applicable for OPEB
Mortality rates	PubS-2010 tables
Healthcare cost trend rate	Not applicable

The long-term expected rate of return on PSPRS plan investments was determined to be 7.2 percent using a building-block method in which best-estimated ranges of expected future real rates of return (expected returns, net of plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

PSPRS	Long-Term Expected	
Asset Class	Target	Real Geometric
Asset Class	Allocation	Rate of Return
U.S. Public Equity	24%	3.98%
International Public Equity	16%	4.49%
Global Private Equity	20%	7.28%
Other Assets (Capital Appreciation)	7%	4.49%
Core Bonds	6%	1.90%
Private Credit	20%	6.19%
Diversifying Strategies	5%	3.68%
Cash - Mellon	2%	0.69%
Total	<u>100%</u>	

Pension Discount Rates

At June 30, 2024, the discount rate used to measure the PSPRS total pension/OPEB liabilities was 7.2 percent which was unchanged from the discount rate used as of June 30, 2023. The projection of cash flows used to determine the discount rates assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the actuarially determined contribution rate and the member rate. Based on those assumptions, the plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability/OPEB asset.

Changes in the Net Pension/OPEB (Asset) Liability

	Increase (Decrease)		
	Total	Plan	Net
	Pension Liability (a)	Fiduciary Net Position (b)	Pension Liability (Asset) (a) - (b)
PSPRS - Police*			
Balances at June 30, 2023	\$ 98,418,393	\$ 99,301,079	\$ (882,686)
Changes for the year:			
Service cost	983,298	-	983,298
Interest on the total pension liability	6,943,201	-	6,943,201
Differences between expected and actual experience in the measurement of the total pension liability	5,509,203	-	5,509,203
Contributions- employer	-	440,717	(440,717)
Contributions- employee	-	419,273	(419,273)
Benefit payments, including refunds of employee contributions	(5,936,699)	(5,936,699)	-
Net investment income	-	7,467,048	(7,467,048)
Administrative expense	-	(39,941)	39,941
Tiers 1 & 2 adjustment	-	(74,385)	74,385
Net changes	7,499,003	2,276,013	5,222,990
Balances at June 30, 2024	\$ 105,917,396	\$ 101,577,092	\$ 4,340,304

* The OPEB plan related to PSPRS - Police did not have significant financial impact and therefore is not reported.

	Increase (Decrease)					
	Total	Plan	Net	Total	Plan	Net
	Pension Liability (a)	Fiduciary Net Position (b)	Pension Liability (Asset) (a) - (b)	OPEB Liability (a)	Fiduciary Net Position (b)	OPEB Asset (a) - (b)
PSPRS - Fire						
Balances at June 30, 2023	\$ 106,734,412	\$ 110,730,311	\$ (3,995,899)	\$ 1,475,915	\$ 3,191,187	\$ (1,715,272)
Changes for the year:						
Service cost	1,344,621	-	1,344,621	26,224	-	26,224
Interest on the total pension liability	7,532,321	-	7,532,321	105,368	-	105,368
Differences between expected and actual experience in the measurement of the pension liability	3,663,449	-	3,663,449	(23,504)	-	(23,504)
Contributions- employer	-	707,847	(707,847)	-	-	-
Contributions- employee	-	510,666	(510,666)	-	-	-
Tiers 1 & 2 adjustment	-	(55,916)	55,916	-	-	-
Benefit payments, including refunds of employee contributions	(6,926,932)	(6,926,932)	-	(77,397)	(77,397)	-
Net investment income	-	8,275,543	(8,275,543)	-	241,890	(241,890)
Administrative expense	-	(37,479)	37,479	-	(1,159)	1,159
Net changes	5,613,459	2,473,729	3,139,730	30,691	163,334	(132,643)
Balances at June 30, 2024	\$ 112,347,871	\$ 113,204,040	\$ (856,169)	\$ 1,506,606	\$ 3,354,521	\$ (1,847,915)

Sensitivity of the City's Net Pension Liability and Net OPEB Asset to Changes in the Discount Rate

The following table presents the City's net pension/OPEB (asset) liabilities calculated using the discount rates noted above as well as what the City's net pension/OPEB (asset) liabilities would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
PSPRS - Police			
Rate	6.20%	7.20%	8.20%
Net pension liability (asset)	\$ 18,819,706	\$ 4,340,304	\$ (7,387,847)
PSPRS - Fire			
Rate	6.20%	7.20%	8.20%
Net pension liability (asset)	\$ 13,647,055	\$ (856,169)	\$ (12,774,428)
Net OPEB asset	\$ (1,686,109)	\$ (1,847,915)	\$ (1,984,859)

Plan Fiduciary Net Position

Detailed information about the plans' fiduciary net position is available in the separately issued PSPRS financial reports.

Expense

For the year ended June 30, 2024, the City recognized \$3,763,988 and \$2,148,400 pension expenses for police and fire, respectively and negative \$166,626 related to OPEB (Fire).

Deferred Outflows/Inflows of Resources

At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions and OPEB from the following sources:

	PSPRS - Police		PSPRS - Fire		PSPRS - Fire OPEB	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 4,915,644	\$ -	\$ 3,607,935	\$ -	\$ -	\$ (81,425)
Changes of assumptions	552,765	-	731,466	-	17,556	-
Net difference between projected and actual earnings on pension plan investments	-	(39,894)	-	(39,273)	27,237	-
City contributions subsequent to the measurement date	3,707,489	-	902,464	-	-	-
Total	<u>\$ 9,175,898</u>	<u>\$ (39,894)</u>	<u>\$ 5,241,865</u>	<u>\$ (39,273)</u>	<u>\$ 44,793</u>	<u>\$ (81,425)</u>

The amounts reported as deferred outflows of resources related to pensions and OPEB resulting from city contributions after the measurement date will be recognized as an increase of the net pension and OPEB asset in the year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows, or resources related to pensions will be recognized in pension expense as follows:

Year ending June 30,	<u>PSPRS Police</u>	<u>PSPRS Fire</u>	<u>PSPRS OPEB Fire</u>
2025	\$ 2,715,612	\$ 1,006,765	\$ (47,590)
2026	529,876	(67,157)	(53,097)
2027	2,283,341	3,462,483	67,046
2028	(100,314)	(101,963)	(2,991)
	<u>\$ 5,428,515</u>	<u>\$ 4,300,128</u>	<u>\$ (36,632)</u>

PSPDCRP plan

City sworn police officer or fire personnel who are not members of PSPRS participate in the PSPDCRP. The PSPDCRP is a defined contribution pension plan. The PSPRS Board of Trustees governs the PSPDCRP according to the provisions of A.R.S. Title 38, Chapter 5, Article 4.1. Benefit terms, including contribution requirements, are established by State statute.

For the year ended June 30, 2024, active PSPDCRP members were required by statute to contribute at least 9 percent of the members’ annual covered payroll, and the City was required by statute to contribute 9 percent of active members’ annual covered payroll to an individual employee account. Employees are immediately vested in their own contributions and the earnings on those contributions. Employees vest in a portion of the City’s contributions each year as set forth in statute. The plan retains nonvested City contributions when forfeited because of employment terminations. For the year ended June 30, 2024, the City recognized pension expense of \$51,025.

Elected Officials' Retirement Plan (EORP)

Benefits Provided

The EORP provides retirement, health insurance premium supplement, disability, and survivor benefits. State statute establishes benefits terms. Retirement, disability, and survivor benefits are calculated based on age, average yearly compensation, and service credit as follows:

EORP	Initial Membership Date:	
	Before January 1, 2012	On or after January 1, 2012
Retirement and disability		
Years of service and age required to receive benefit	20 years, any age 10 years, age 62 5 years, age 65 5 years, any age* any years and age if disabled	10 years, age 62 5 years, age 65 any years and age if disabled
Final average salary is based on	Highest 36 consecutive months of last 10 years	Highest 60 consecutive months of last 10 years
Benefit percent		
Normal retirement	4% per year of service, not to exceed 80%	3% per year of service, not to exceed 75%
Disability retirement	80% with 10 or more years of service	75% with 10 or more years of service
	40% with 5 to 10 years of service	37.5% with 5 to 10 years of service
	20% with less than 5 years of service	18.75% with less than 5 years of service
Survivor benefit		
Retired members	75% of retired member's benefit	50% of retired member's benefit
Active members and Other Inactive Members	75% of disability retirement benefit	50% of disability retirement benefit

* With reduced benefits of 0.25% for each month early retirement precedes the member's normal retirement age, with a maximum reduction reduction of 30%.

Retirement and survivor benefits are subject to automatic cost-of-living adjustments based on inflation. In addition, the State Legislature may enact permanent one-time benefit increases after a Joint Legislative Budget Committee analysis of the increase's effects on the plan.

Contributions

State statutes establish active member and employer contribution requirements. Statute also appropriates \$5 million annually through fiscal year 2043 for the EORP from the State of Arizona to supplement the normal cost plus an amount to amortize the unfunded accrued liability. For the year ended June 30, 2024, statute required active EORP members to contribute 7 or 13 percent of the members' annual covered payroll and the City to contribute at the actuarially rate of 76.54 percent of all active EORP members' annual covered payroll. Also, statute required the City to contribute 64.37 percent to EORP of the annual covered payroll of elected officials and judges who were ASRS members and 70.51 percent to EORP of the annual covered payroll of elected officials and judges who were EODCRS members, in addition to the City's required contributions to ASRS, ACR and EODCRS for these elected officials and judges. In addition, statute required the City to contribute 58.57 percent of annual covered payroll of retired members who worked for the City in positions that an employee who contributes to the EORP would typically fill.

The City's contribution to the plan for the year ended June 30, 2024, was \$189,898. The pension contributions were paid 100 percent from the General Fund.

Pension Liability

At June 30, 2024, the City reported a liability for its proportionate share of the EORP's net pension liability that reflected a reduction for the City's proportionate share of the State's appropriation for EORP. The amount the city recognized as its proportionate liability that was associated with the City were as follows:

City's proportionate share of the EORP net pension liability	\$ 935,144
State's proportionate share of the EORP net pension liability associated with the City	<u>98,082</u>
Total	<u><u>\$ 1,033,226</u></u>

The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. There were no changes in actuarial assumptions for the total liabilities as of June 30, 2023.

The City's proportion of the net pension liability was based on the City's required contribution to the pension plan relative to the total of all participating employers' required contributions for the year ended June 30, 2023. The City's proportion measured as of June 30, 2023, and the change from its proportion measured at June 30, 2023, were 0.149206% and 0.071307%, respectively.

Pension Expense and Deferred Outflows/Inflows of Resources

For the year ended June 30, 2024, the City recognized pension expense for the EORP of negative \$20,068 and revenue of \$130,486 for the City's proportionate share of the State's appropriation to EORP and the designated court fees. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>EORP</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes of assumptions	\$ 3,922	\$ -
Changes in proportion and differences between City contributions and proportionate share of contributions	-	(238,534)
City contributions subsequent to the measurement date	<u>189,898</u>	<u>-</u>
Total	<u><u>\$ 193,820</u></u>	<u><u>\$ (238,534)</u></u>

The amounts reported as deferred outflows of resources related to EORP pensions resulting from City contributions after the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to EORP pensions will be recognized in pension expense as follows:

Year ending June 30	
2025	\$ (239,282)
2026	(5,123)
2027	10,630
2028	<u>(837)</u>
	<u><u>\$ (234,612)</u></u>

Actuarial Assumptions

The significant actuarial assumptions used to measure the total pension liability are as follows:

EORP	
Actuarial valuation date	June 30, 2023
Actuarial cost method	Entry age normal
Investment rate of return	7.20%
Wage inflation	3.25%
Price inflation	2.50%
Cost-of-living adjustment	1.85%
Mortality rates	PubG-2010 tables
Healthcare cost trend rate	Not applicable

Actuarial assumptions used in the June 30, 2023 valuation was based on the results of an actuarial experience study for the five -year period ended June 30, 2022.

The long-term expected rate of return on EORP pension plan investments was determined to be 7.20 percent using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. The target allocation and best estimates of geometric real rates of return for each major asset call are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Geometric Real Rate of Return
U.S. Public Equity	24%	3.98%
International Public Equity	16%	4.49%
Global Private Equity	20%	7.28%
Other Assets (Capital Appreciation)	7%	4.49%
Core Bonds	6%	1.90%
Private Credit	20%	6.19%
Diversifying Strategies	5%	3.68%
Cash - Mellon	2%	0.69%
Total	100%	

Discount Rate

At June 30, 2023, the discount rate used to measure the EORP total pension liability was 7.2 percent, with no change from the prior year. The projection of cash flows used to determine the discount rates assumed that plan member contributions will be made at the current contribution rate, employer contributions will be made at the actuarially determined rates, and State contributions will be made as currently required by statute. Based on those assumptions, the plans' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the EORP Net Pension Liability to Changes in the Discount Rate

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.2 percent, as well as what the City's proportionate share to the net pension liability would

be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
EORP Rate	6.20%	7.20%	8.20%
Net pension liability	\$ 1,080,340	\$ 935,144	\$ 810,654

Pension Plan Fiduciary Net Position

Detailed information about the pension plans' fiduciary net position is available in the separately issued EORP financial report.

EODCRS plan

Elected officials who are not members of EORP or ASRS participate in the EODCRS and the Elected Officials Defined Contribution Retirement System Disability Program (EODCDP). The EODCRS is a defined contribution pension plan. The EODCDP is a cost-sharing multiple-employer defined benefit disability (OPEB) plan for EODCRS members. The PSPRS Board of Trustees governs the EODCRS and EODCDP according to the provisions of A.R.S. Title 38, Chapter 5, Articles 3.1 and 3.2. Benefit terms, including contribution requirements, are established by State statute. The EODCDP is not further disclosed because of its relative insignificance to the City's financial statements.

For the year ended June 30, 2024, active EODCRS members were required by statute to contribute 8 percent of the members' annual covered payroll, and the City was required by statute to contribute 6 percent of active members' annual covered payroll to an individual employee account. Employees are immediately vested in their own contributions and the City's contributions to the individual employee account and the earnings on those contributions. For the year ended June 30, 2024, the City recognized pension expense of \$6,888.

The City Postemployment Healthcare Plan

Plan Description

The City of Flagstaff provides post-retirement healthcare insurance benefits for its retirees as a single employer defined benefit OPEB plan which is administered through Northern Arizona Public Employee Benefit Trust (NAPEBT). No assets are accumulated in a trust that meets the criteria in GASB No. 75, paragraph four, to pay the benefits for the single employer defined benefit OPEB plan.

Benefits Provided

Eligible retirees and their beneficiaries up to the age of 65 are allowed to participate in the same healthcare plan as active employees and pay the same premium for this benefit which results in an implicit rate subsidy. Even though the City makes no direct payments on behalf of the retirees the City is required to report this implicit cost for active employees who will be able to continue to purchase health insurance once they retire. Substantially, all the City's employees may become eligible for those benefits when they qualify for retirement. To be eligible a retiree must qualify to receive retirement benefits from the Arizona State Retirement System and elect coverage at date of retirement.

Plan Membership

As of July 1, 2023, OPEB plan membership consisted of the following:

Retirees currently receiving health benefits	42
Active members	<u>739</u>
Total	781

OPEB Liability

At June 30, 2024, the City reported a net OPEB liability of \$7,071,438. The net OPEB liability was measured as of June 30, 2023, and the total OPEB liability were determined from the actuarial valuations as of June 30, 2023.

Actuarial Assumptions

The actuarial assumptions used in the June 30, 2023, valuation was based on an experience study for ASRS for the period from July 1, 2015, through June 30, 2020, and from PSPRS for the period from July 1, 2016, through June 30, 2021.

Change in Net OPEB Liability

	Increase (Decrease)
	Total OPEB
OPEB	Liability
Balances at June 30, 2023	\$ 9,810,861
Changes for the year:	
Service cost	852,189
Interest on the total pension liability	368,778
Differences between expected and actual experience	(3,182,919)
Changes of assumptions	(286,278)
Benefit payments, including refunds of employee contributions	(491,193)
Net changes	(2,739,423)
Balances at June 30, 2024	<u>\$ 7,071,438</u>

The City has chosen not to fund this plan; therefore, the total OPEB liability is the net OPEB liability.

Actuarial Methods and Assumptions

The significant actuarial assumptions used to measure the total OPEB liability are as follows:

Actuarial valuation date	June 30, 2023
Actuarial cost method	Entry level, level percent of salary
Mortality rates	MP-2020 tables
Healthcare cost trend rate	7.75% to 4.0% over 10 years

Discount Rate

At June 30, 2023, the discount rate used to measure the City's OPEB total liability was 3.65 percent. Because the City is not prefunding the OPEB benefits, the discount rates used in this valuation for financial disclosure purposes as of June 30, 2022, and 2023 are based on the rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate

The following table presents the City's OPEB liability calculated using the discount rate of 3.65% as well as what the City's OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease (2.65%)	Current Discount Rate (3.65%)	1% Increase (4.65%)
City's proportionate share of the OPEB liability	<u>\$ 7,856,000</u>	<u>\$ 7,071,000</u>	<u>\$ 6,381,000</u>

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the total OPEB liability of the City as of June 30, 2023, as well as what the City's total OPEB liability would be if it were calculated using a trend rate that is 1 percentage point lower or 1 percentage point higher than the current rate.

	1% Decrease	Current Discount Rate *	1% Increase
City's proportionate share of the OPEB liability	<u>\$ 6,218,000</u>	<u>\$ 7,071,000</u>	<u>\$ 8,090,000</u>

*Current trend rates are 7.75% in 2023-2024, and then trends are reduced 0.30% each year through 2033-2034, and 0.10% thereafter until reaching the ultimate trend rate of 4.00% for medical and drug plan costs.

OPEB Expense and Deferred Outflows - Inflow of Resources

For the year ending June 30, 2024, the City recognized an OPEB expense of \$310,635. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ 1,974,934	\$ (1,820,949)
Net difference between expected and actual experience in the total OPEB liability	-	(4,344,095)
City benefit payments subsequent to the measurement date	446,000	-
Total	<u>\$ 2,420,934</u>	<u>\$ (6,165,044)</u>

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB liability will be recognized in the OPEB expense as follows:

Year ending June 30,	
2025	\$ (910,332)
2026	(902,291)
2027	(709,656)
2028	(535,813)
2029	(491,178)
Thereafter	(640,840)
	<u>\$ (4,190,110)</u>

D. Landfill Closure and Post Closure Care Cost

State and federal laws and regulations require the City to place a final cover on its Cinder Lake landfill site when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. In addition to operating expenses related to current activities of the landfill, an expense provision and related liability are being recognized based on the future closure and post closure care costs that will be incurred near or after the date the landfill no longer accepts waste. The City reports a portion of these closures and post closure care costs as an operating expense in each period based on landfill capacity used as of each balance sheet date. The estimated liability for landfill closure and post closure care costs has a balance of \$21,157,833 as of June 30, 2024, which is based on 85.85% percent usage of the landfill. The remaining \$3,487,509 will be accrued over the remaining life of the landfill, which is currently estimated to be five years.

The accrual for the closure and post closure care costs for fiscal year 2023-2024 is \$817,813. Based on current estimates for landfill closure and post closure care costs, the City is setting aside legally restricted funds to ensure sufficient funds will be available to meet these requirements. The City makes annual contributions to finance closure and post closure care costs; at June 30, 2024, the balance of the cash and investments held for those purposes is \$13,292,636. The investments are reported as restricted cash and investments in the City’s Environmental Service Fund and are held by the State of Arizona Local Government Investment Pool.

The estimated total current cost of the landfill closure and post closure care, \$24,654,342, is based on the amount that would be paid if all equipment, facilities, and services required to care, monitor, and maintain the landfill were acquired as of June 30, 2024. However, the actual cost of closure and post closure care may be higher or lower due to other factors such as inflation, changes in technology, or changes in landfill laws and regulations.

According to state and federal laws and regulations, the City must comply with the local government financial test requirements that assure the City can meet the cost of landfill closure, post-closure and corrective action when needed. The City, which has pledged its full faith and credit to meet state financial responsibility requirements, is following these requirements.

In March of 1999, the City purchased 343.9 acres of land from the U.S. Forest Service. This land is adjacent to the existing landfill and will be used to open additional cells as needed. As these cells are utilized, additional liabilities for closure and post closure care requirements will be accrued. The City applied

existing policy to the Environmental Services Fund increasing its expenditures as City residential and commercial collection programs are now charged for landfill fees.

E. Tax Abatement

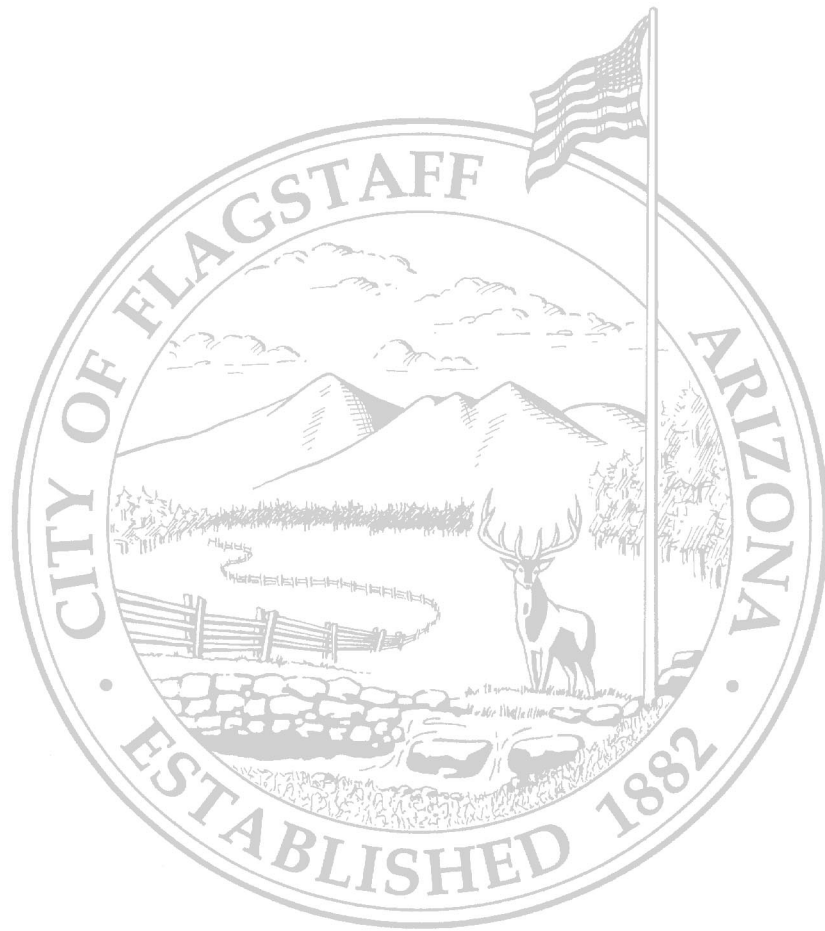
The City enters into property tax abatement agreements with local businesses under the state of Arizona Government Property Lease Excise Tax (GPLETs). Under the law enacted in 1996, Arizona's cities, towns, counties, and county stadium districts (government lessors) are allowed to lease property they own to private parties (lessees) for nongovernmental use and collect an excise tax. Because the property is owned by the City, it is exempt from property taxes. The abatements may be granted to any business located within or promising to relocate to the City to encourage continued provision of stable good paying employment opportunities for the City's residents. The City believes that its efforts will perpetuate the City's overall economic health and demonstrate the City's attractiveness as a place to do business.

For the fiscal year ended June 30, 2024, the City abated assessed property taxes totaling \$59,639 under this program including the following Government Property Lease Excise Tax (GPLET) abatement agreements:

A 1.46 percent property tax abatement to Joy Cone manufacturing. The 2023 abatement amounted to \$59,639.

F. Subsequent Events

During August of 2024, the City called and paid off \$3,565,000 of the 2014A General Obligation Bonds with bonds issued in May of 2024.



Required Supplementary Information

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City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the City's Proportionate Share of the Net Pension Liability
Cost-Sharing Pension Plans
June 30, 2024

	Reporting Fiscal Year (Measurement Date)		
	2023-2024 (2022-2023)	2022-2023 (2021-2022)	2021-2022 (2020-2021)
Arizona State Retirement System			
Proportion of the net pension liability	0.280060%	0.292550%	0.292590%
Proportionate share of the net pension liability	\$ 45,317,755	\$ 47,750,657	\$ 38,445,027
Covered payroll	\$ 36,779,135	\$ 34,944,558	\$ 33,005,980
Proportionate share of the net pension liability as a percentage of its covered payroll	123.22%	136.65%	116.48%
Plan fiduciary net position as a percentage of the total pension liability	75.47%	74.26%	78.58%
EORP			
Proportion of the net pension liability	0.1492060%	0.2205134%	0.2293840%
City's proportionate share of the net pension liability	\$ 935,144	\$ 1,488,752	\$ 1,395,946
State's proportionate share of the net pension liability associated with the City	98,082	144,956	140,315
Total	\$ 1,033,226	\$ 1,633,708	\$ 1,536,261
Covered payroll	\$ 249,693	\$ 190,640	\$ 183,403
City's proportionate share of the net pension liability as a percentage of its covered payroll	374.52%	780.92%	761.14%
Plan fiduciary net position as a percentage of the total pension liability	38.63%	32.01%	36.28%

2020-2021 (2019-2020)	2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)	2016-2017 (2015-2016)	2015-2016 (2014-2015)	2014-2015 (2013-2014)
0.301400%	0.305020%	0.333310%	0.312660%	0.311530%	0.300450%	0.302625%
\$ 52,222,131	\$ 44,383,959	\$ 46,485,015	\$ 48,706,334	\$ 50,284,072	\$ 46,798,712	\$ 44,778,290
\$ 33,145,052	\$ 32,447,746	\$ 31,911,275	\$ 30,673,166	\$ 28,842,056	\$ 27,573,067	\$ 26,638,622
157.56%	136.79%	145.67%	158.79%	174.34%	169.73%	168.10%
69.33%	73.24%	73.40%	69.92%	67.06%	68.35%	69.49%
0.2214790%	0.2122050%	0.1689530%	0.2177500%	0.2097849%	0.1942242%	0.2500258%
\$ 1,494,901	\$ 1,407,293	\$ 1,064,634	\$ 2,653,363	\$ 1,981,949	\$ 1,517,768	\$ 1,676,603
142,078	132,271	182,419	550,687	409,221	473,166	514,062
\$ 1,636,979	\$ 1,539,564	\$ 1,247,053	\$ 3,204,050	\$ 2,391,170	\$ 1,990,934	\$ 2,190,665
\$ 187,000	\$ 184,269	\$ 180,000	\$ 194,354	\$ 189,999	\$ 157,579	\$ 204,400
799.41%	763.72%	591.46%	1365.22%	1043.14%	963.18%	820.26%
29.80%	30.14%	30.40%	19.70%	23.42%	28.32%	31.91%

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the Changes in Net Pension Liability and Related Ratios
Agent Pension Plans - PSPRS Police
June 30, 2024

	Reporting Fiscal Year			
	(Measurement Date)			
	2023-2024	2022-2023	2021-2022	2020-2021
	(2022-2023)	(2021-2022)	(2020-2021)	(2019-2020)
PSPRS Police				
Total pension liability				
Service cost	\$ 983,298	\$ 889,355	\$ 1,035,271	\$ 1,135,219
Interest on the total pension liability	6,943,201	6,533,446	6,358,327	6,113,422
Changes of benefit terms	-	-	-	-
Differences between expected and actual experience in the measurement of the pension liability	5,509,203	3,340,871	516,872	1,208,232
Changes of assumptions or other inputs	-	1,658,296	-	-
Benefit payments, including refunds of employee contributions	(5,936,699)	(5,226,958)	(5,504,359)	(4,499,790)
Net change in total pension liability	7,499,003	7,195,010	2,406,111	3,957,083
Total pension liability - beginning	98,418,393	91,223,383	88,817,272	84,860,189
Total pension liability - ending (a)	<u>\$ 105,917,396</u>	<u>\$ 98,418,393</u>	<u>\$ 91,223,383</u>	<u>\$ 88,817,272</u>
Plan fiduciary net position				
Contributions - employer	\$ 440,717	\$ 731,520	\$ 56,134,692	\$ 6,284,379
Contributions - employee	419,273	478,668	477,435	537,822
Net investment income	7,467,048	(4,212,399)	22,313,817	436,641
Benefit payments, including refunds of employee contributions	(5,936,699)	(5,226,958)	(5,504,359)	(4,499,790)
Hall/Parker settlement	-	-	-	-
Pension plan administrative expenses	(39,941)	(76,105)	(97,741)	(35,788)
Other changes	(74,385)	-	-	-
Net change in plan fiduciary net position	2,276,013	(8,305,274)	73,323,844	2,723,264
Plan fiduciary net position - beginning (restated)	99,301,079	107,606,353	34,282,509	31,559,245
Plan fiduciary net position - ending (b)	<u>\$ 101,577,092</u>	<u>\$ 99,301,079</u>	<u>\$ 107,606,353</u>	<u>\$ 34,282,509</u>
Net pension liability - ending (a) - (b)	<u>\$ 4,340,304</u>	<u>\$ (882,686)</u>	<u>\$ (16,382,970)</u>	<u>\$ 54,534,763</u>
Plan fiduciary net position as a percentage of the total pension liability	95.90%	100.90%	117.96%	38.60%
Covered payroll	\$ 5,305,714	\$ 5,210,182	\$ 4,584,510	\$ 5,527,309
Net pension liability as a percentage of covered payroll	81.80%	-16.94%	-357.35%	986.64%

2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)	2016-2017 (2015-2016)	2015-2016 (2014-2015)	2014-2015 (2013-2014)
\$ 1,314,269	\$ 1,278,269	\$ 1,591,484	\$ 1,367,771	\$ 1,373,545	\$ 1,312,430
5,830,298	5,476,675	5,131,739	4,818,389	4,650,797	3,904,338
-	-	924,114	1,967,589	-	1,353,950
590,373	1,216,507	(293,545)	(111,993)	(346,202)	(671,478)
1,650,864	-	2,159,906	2,578,910	-	6,987,647
<u>(3,998,301)</u>	<u>(3,737,501)</u>	<u>(3,804,819)</u>	<u>(3,575,345)</u>	<u>(3,505,319)</u>	<u>(3,311,491)</u>
5,387,503	4,233,950	5,708,879	7,045,321	2,172,821	9,575,396
79,472,686	75,238,736	69,529,857	62,484,536	60,311,715	50,736,319
<u>\$ 84,860,189</u>	<u>\$ 79,472,686</u>	<u>\$ 75,238,736</u>	<u>\$ 69,529,857</u>	<u>\$ 62,484,536</u>	<u>\$ 60,311,715</u>
\$ 3,441,524	\$ 4,046,869	\$ 3,657,762	\$ 3,441,521	\$ 2,578,489	\$ 2,311,119
550,585	646,186	912,701	1,147,170	841,533	768,029
1,756,930	2,081,145	3,105,491	146,825	821,133	2,757,888
(3,998,301)	(3,737,501)	(3,804,819)	(3,575,345)	(3,505,319)	(3,311,491)
-	(922,190)	-	-	-	-
(31,510)	(32,374)	(27,878)	(21,527)	(20,411)	-
-	328	(58,723)	(112,440)	(357,501)	(1,371,053)
<u>1,719,228</u>	<u>2,082,463</u>	<u>3,784,534</u>	<u>1,026,204</u>	<u>357,924</u>	<u>1,154,492</u>
29,840,016	27,776,266	23,991,732	22,965,528	22,607,604	21,453,112
<u>\$ 31,559,244</u>	<u>\$ 29,858,729</u>	<u>\$ 27,776,266</u>	<u>\$ 23,991,732</u>	<u>\$ 22,965,528</u>	<u>\$ 22,607,604</u>
<u>\$ 53,300,945</u>	<u>\$ 49,613,957</u>	<u>\$ 47,462,470</u>	<u>\$ 45,538,125</u>	<u>\$ 39,519,008</u>	<u>\$ 37,704,111</u>
37.19%	37.57%	36.92%	34.51%	36.75%	37.48%
\$ 5,875,114	\$ 6,555,255	\$ 7,155,954	\$ 7,318,199	\$ 7,526,730	\$ 7,425,908
907.23%	756.86%	663.26%	622.26%	525.05%	507.74%

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the Changes in Net Pension Liability and Related Ratios
Agent Pension Plans - PSPRS Fire
June 30, 2024

	Reporting Fiscal Year (Measurement Date)			
	2023-2024 (2022-2023)	2022-2023 (2021-2022)	2021-2022 (2020-2021)	2020-2021 (2019-2020)
PSPRS Fire				
Total pension liability				
Service cost	\$ 1,344,621	\$ 1,240,372	\$ 1,139,137	\$ 1,149,078
Interest on the total pension liability	7,532,321	7,324,012	6,941,055	6,733,345
Changes of benefit terms	-	-	-	-
Differences between expected and actual experience in the measurement of the pension liability	3,663,449	383,514	2,674,365	599,182
Changes of assumptions or other inputs	-	1,462,932	-	-
Benefit payments, including refunds of employee contributions	(6,926,932)	(5,529,964)	(5,689,625)	(5,563,021)
Net change in total pension liability	5,613,459	4,880,866	5,064,932	2,918,584
Total pension liability - beginning	106,734,412	101,853,546	96,788,614	93,870,030
Total pension liability - ending (a)	<u>\$ 112,347,871</u>	<u>\$ 106,734,412</u>	<u>\$ 101,853,546</u>	<u>\$ 96,788,614</u>
Plan fiduciary net position				
Contributions - employer	\$ 707,847	\$ 1,495,998	\$ 63,705,770	\$ 7,273,509
Contributions - employee	510,666	649,496	496,467	549,407
Net investment income	8,275,543	(4,690,568)	24,700,340	470,249
Benefit payments, including refunds of employee contributions	(6,926,932)	(5,529,964)	(5,689,625)	(5,563,021)
Hall/Parker settlement	-	-	-	-
Pension plan administrative expenses	(37,479)	(84,748)	(107,926)	(38,533)
Other changes	(55,916)	-	-	-
Net change in plan fiduciary net position	2,473,729	(8,159,786)	83,105,026	2,691,611
Plan fiduciary net position - beginning (restated)	110,730,311	118,890,097	35,785,071	33,093,460
Plan fiduciary net position - ending (b)	<u>\$ 113,204,040</u>	<u>\$ 110,730,311</u>	<u>\$ 118,890,097</u>	<u>\$ 35,785,071</u>
Net pension liability - ending (a) - (b)	<u>\$ (856,169)</u>	<u>\$ (3,995,899)</u>	<u>\$ (17,036,551)</u>	<u>\$ 61,003,543</u>
Plan fiduciary net position as a percentage of the total pension liability	100.76%	103.74%	116.73%	36.97%
Covered payroll	\$ 6,277,670	\$ 6,109,308	\$ 5,646,127	\$ 5,239,842
Net pension liability as a percentage of covered payroll	-13.64%	-65.41%	-301.74%	1164.22%

2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)	2016-2017 (2015-2016)	2015-2016 (2014-2015)	2014-2015 (2013-2014)
\$ 1,229,846	\$ 1,232,288	\$ 1,376,479	\$ 1,107,145	\$ 973,454	\$ 950,445
6,594,132	6,209,142	5,668,204	5,356,440	5,239,671	4,390,766
-	-	804,628	2,064,045	-	1,553,904
(675,316)	2,491,418	193,670	669,848	52,497	1,431,974
1,681,383	-	5,454,472	2,647,110	-	7,269,797
<u>(5,680,128)</u>	<u>(5,007,832)</u>	<u>(5,180,329)</u>	<u>(4,095,893)</u>	<u>(5,594,036)</u>	<u>(3,994,598)</u>
<u>3,149,917</u>	<u>4,925,016</u>	<u>8,317,124</u>	<u>7,748,695</u>	<u>671,586</u>	<u>11,602,288</u>
<u>90,720,113</u>	<u>85,795,097</u>	<u>77,477,973</u>	<u>69,729,278</u>	<u>69,057,692</u>	<u>57,455,404</u>
<u>\$ 93,870,030</u>	<u>\$ 90,720,113</u>	<u>\$ 85,795,097</u>	<u>\$ 77,477,973</u>	<u>\$ 69,729,278</u>	<u>\$ 69,057,692</u>
\$ 5,315,168	\$ 4,950,022	\$ 4,239,954	\$ 3,952,628	\$ 2,418,742	\$ 2,030,211
435,225	565,220	703,312	669,429	732,850	525,878
1,830,884	2,181,684	3,290,746	160,712	963,491	3,407,667
(5,680,128)	(5,007,832)	(5,180,329)	(4,095,893)	(5,594,036)	(3,994,598)
-	(908,136)	-	-	-	-
(32,805)	(33,905)	(29,518)	(23,526)	(23,873)	-
-	357	12,535	(27,936)	48,864	(1,831,071)
<u>1,868,344</u>	<u>1,747,410</u>	<u>3,036,700</u>	<u>635,414</u>	<u>(1,453,962)</u>	<u>138,087</u>
<u>31,255,156</u>	<u>29,508,064</u>	<u>26,471,364</u>	<u>25,835,950</u>	<u>27,289,912</u>	<u>27,151,825</u>
<u>\$ 33,123,500</u>	<u>\$ 31,255,474</u>	<u>\$ 29,508,064</u>	<u>\$ 26,471,364</u>	<u>\$ 25,835,950</u>	<u>\$ 27,289,912</u>
<u>\$ 60,746,530</u>	<u>\$ 59,464,639</u>	<u>\$ 56,287,033</u>	<u>\$ 51,006,609</u>	<u>\$ 43,893,328</u>	<u>\$ 41,767,780</u>
35.29%	34.45%	34.39%	34.17%	37.05%	39.52%
\$ 5,299,696	\$ 5,683,984	\$ 5,650,572	\$ 5,491,792	\$ 4,847,679	\$ 4,788,197
1146.23%	1046.18%	996.13%	928.78%	905.45%	872.31%

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the Changes in Net OPEB Asset and Related Ratios
Agent OPEB Plans - PSPRS Fire
June 30, 2024

	Reporting Fiscal Year (Measurement Date)		
	2023-2024	2022-2023	2021-2022
	(2022-2023)	(2021-2022)	(2020-2021)
PSPRS Fire			
Total OPEB liability			
Service cost	\$ 26,224	\$ 24,892	\$ 25,482
Interest on the total OPEB liability	105,368	105,768	110,067
Changes of benefit terms	-	-	-
Differences between expected and actual experience in the measurement of the OPEB liability	(23,504)	(71,930)	(105,821)
Changes of assumptions or other inputs	-	35,113	-
Benefit payments, including refunds of employee contributions	(77,397)	(83,819)	(92,252)
Net change in total OPEB liability	<u>30,691</u>	<u>10,024</u>	<u>(62,524)</u>
Total OPEB liability - beginning	<u>1,475,915</u>	<u>1,465,891</u>	<u>1,528,415</u>
Total OPEB liability - ending (a)	<u>\$ 1,506,606</u>	<u>\$ 1,475,915</u>	<u>\$ 1,465,891</u>
Plan fiduciary net position			
Contributions - employer	\$ -	\$ -	\$ -
Net investment income	241,890	(133,704)	752,263
Benefit payments, including refunds of employee contributions	(77,397)	(83,819)	(92,252)
OPEB plan administrative expenses	(1,159)	(2,380)	(3,093)
Other changes	-	-	-
Net change in plan fiduciary net position	<u>163,334</u>	<u>(219,903)</u>	<u>656,918</u>
Plan fiduciary net position - beginning (restated)	<u>3,191,187</u>	<u>3,411,090</u>	<u>2,754,172</u>
Plan fiduciary net position - ending (b)	<u>\$ 3,354,521</u>	<u>\$ 3,191,187</u>	<u>\$ 3,411,090</u>
Net OPEB (asset) liability - ending (a) - (b)	<u>\$ (1,847,915)</u>	<u>\$ (1,715,272)</u>	<u>\$ (1,945,199)</u>
Plan fiduciary net position as a percentage of the total OPEB liability	222.65%	216.22%	232.70%
Covered payroll	\$ 6,277,670	\$ 6,109,308	\$ 5,646,127
Net OPEB (asset) liability as a percentage of covered payroll	-29.44%	-28.08%	-34.45%

Reporting fiscal year 2016-2017 through 2014-2015 information is not available.

2020-2021 (2019-2020)	2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)
\$ 25,532	\$ 16,484	\$ 18,757	\$ 19,777
108,941	118,278	116,896	117,249
-	-	-	9,376
(6,882)	(193,022)	(31,819)	(61,082)
-	16,310	-	21,953
(91,651)	(94,885)	(89,633)	(91,188)
35,940	(136,835)	14,201	16,085
1,492,475	1,629,310	1,615,109	1,599,024
<u>\$ 1,528,415</u>	<u>\$ 1,492,475</u>	<u>\$ 1,629,310</u>	<u>\$ 1,615,109</u>
\$ -	\$ -	\$ (317)	\$ -
35,241	147,468	183,884	287,005
(91,651)	(94,885)	(89,633)	(91,188)
(2,866)	(2,546)	(2,799)	(2,540)
-	-	1	-
(59,276)	50,037	91,136	193,277
2,813,448	2,763,411	2,671,958	2,478,681
<u>\$ 2,754,172</u>	<u>\$ 2,813,448</u>	<u>\$ 2,763,094</u>	<u>\$ 2,671,958</u>
<u>\$ (1,225,757)</u>	<u>\$ (1,320,973)</u>	<u>\$ (1,133,784)</u>	<u>\$ (1,056,849)</u>
180.20%	188.51%	169.59%	165.44%
\$ 5,239,842	\$ 5,299,696	\$ 5,683,984	\$ 5,650,572
-23.39%	-24.93%	-19.95%	-18.70%

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the Changes in Net OPEB Liability and Related Ratios
Single Employer OPEB Plans - City OPEB
June 30, 2024

	Reporting Fiscal Year (Measurement Date)		
	2023-2024 (2022-2023)	2022-2023 (2021-2022)	2021-2022 (2020-2021)
City OPEB			
Total OPEB liability			
Service cost	\$ 852,189	\$ 754,126	\$ 585,601
Interest on the total OPEB liability	368,778	250,207	210,376
Differences between expected and actual experience in the measurement of the OPEB liability	(3,182,919)	-	(115,937)
Changes of assumptions or other inputs	(286,278)	(1,783,242)	1,674,818
Benefit payments, including refunds of employee contributions	(491,193)	(476,937)	(441,218)
Net change in total OPEB liability	(2,739,423)	(1,255,846)	1,913,640
Total OPEB liability - beginning	9,810,861	11,066,707	9,153,067
Total OPEB liability - ending (a)	\$ 7,071,438	\$ 9,810,861	\$ 11,066,707
Plan fiduciary net position			
Net change in plan fiduciary net position	\$ -	\$ -	\$ -
Plan fiduciary net position - beginning	-	-	-
Plan fiduciary net position - ending (b)	\$ -	\$ -	\$ -
Net OPEB liability - ending (a) - (b)	\$ 7,071,438	\$ 9,810,861	\$ 11,066,707
Plan fiduciary net position as a percentage of the total OPEB liability			
Covered payroll	\$ 57,682,107	\$ 53,668,201	\$ 50,035,257
Net pension liability as a percentage of covered payroll	12.26%	18.28%	22.12%

Reporting fiscal year 2016-2017 through 2014-2015 information is not available.

2020-2021 (2019-2020)	2019-2020 (2018-2019)	2018-2019 (2017-2018)	2017-2018 (2016-2017)
\$ 480,223	\$ 482,750	\$ 580,616	\$ 612,124
291,110	382,358	368,976	309,152
-	(2,597,490)	-	(2,273,189)
760,916	612,806	(844,549)	1,126,321
(429,062)	(455,699)	(411,713)	(155,812)
1,103,187	(1,575,275)	(306,670)	(381,404)
8,049,880	9,625,155	9,931,825	10,313,229
\$ 9,153,067	\$ 8,049,880	\$ 9,625,155	\$ 9,931,825
\$ -	\$ -	\$ -	\$ -
-	-	-	-
\$ -	\$ -	\$ -	\$ -
\$ 9,153,067	\$ 8,049,880	\$ 9,625,155	\$ 9,931,825
0.00%	0.00%	0.00%	0.00%
\$ 50,086,352	\$ 48,357,183	\$ 48,357,183	\$ 44,717,801
18.27%	16.65%	19.90%	22.21%

City of Flagstaff, Arizona
Required Supplementary Information
Schedule of the City's Pension/OPEB* Contributions
June 30, 2024

	Reporting Fiscal Year			
	2023-2024	2022-2023	2021-2022	2020-2021
Arizona State Retirement System				
Statutorily required contributions	\$ 4,819,605	\$ 4,384,073	\$ 4,196,842	\$ 3,845,197
Contributions in relation to the statutorily required contribution	4,819,605	4,384,073	4,196,842	3,845,197
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	<u>\$ 39,574,231</u>	<u>\$ 36,779,135</u>	<u>\$ 34,944,558</u>	<u>\$ 33,005,980</u>
Contributions as a percentage of covered payroll	12.18%	11.92%	12.01%	11.65%
Elected Officials Retirement Plan				
Statutorily required contributions	\$ 189,898	\$ 148,865	\$ 98,572	\$ 101,660
Contributions in relation to the statutorily required contribution	189,898	148,865	98,572	101,660
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	<u>\$ 288,482</u>	<u>\$ 249,693</u>	<u>\$ 190,640</u>	<u>\$ 183,403</u>
Contributions as a percentage of covered payroll	65.83%	59.62%	51.71%	55.43%
PSPRS - Police**				
Statutorily required contributions	\$ 507,489	\$ 431,360	\$ 555,741	\$ 1,074,231
Contributions in relation to the statutorily required contribution	3,707,489	440,717	731,520	56,134,692
Contribution deficiency (excess)	<u>\$ (3,200,000)</u>	<u>\$ (9,357)</u>	<u>\$ (175,779)</u>	<u>\$ (55,060,461)</u>
Covered payroll	<u>\$ 5,100,554</u>	<u>\$ 5,305,714</u>	<u>\$ 5,210,182</u>	<u>\$ 4,584,510</u>
Contributions as a percentage of covered payroll	72.69%	8.31%	14.04%	1224.44%
PSPRS - Fire**				
Statutorily required contributions	\$ 902,464	\$ 627,231	\$ 880,217	\$ 1,505,870
Contributions in relation to the statutorily required contribution	902,464	707,847	1,495,998	63,705,770
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ (80,616)</u>	<u>\$ (615,781)</u>	<u>\$ (62,199,900)</u>
Covered payroll	<u>\$ 7,149,570</u>	<u>\$ 6,277,670</u>	<u>\$ 6,109,308</u>	<u>\$ 5,646,127</u>
Contributions as a percentage of covered payroll	12.62%	11.28%	24.49%	1128.31%

* The City had no OPEB contributions for the current or prior years.

** For contributions for 2017-2018, the City chose to use credits with PSPRS for the Hall Parker settlement refunds related to excess contributions in prior years.

2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015
\$ 3,795,108	\$ 3,627,657	\$ 3,478,329	\$ 3,357,591	\$ 3,168,876	\$ 3,002,707
<u>3,795,108</u>	<u>3,627,657</u>	<u>3,478,329</u>	<u>3,357,591</u>	<u>3,168,876</u>	<u>3,002,707</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 33,145,052	\$ 32,447,746	\$ 31,911,275	\$ 30,673,166	\$ 28,842,056	\$ 27,573,067
11.45%	11.18%	10.90%	10.95%	10.99%	10.89%
\$ 100,679	\$ 98,293	\$ 39,638	\$ 40,588	\$ 39,815	\$ 37,483
<u>100,679</u>	<u>98,293</u>	<u>39,638</u>	<u>40,588</u>	<u>39,815</u>	<u>37,483</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 187,000	\$ 184,269	\$ 180,000	\$ 194,354	\$ 189,999	\$ 157,579
53.84%	53.34%	22.02%	20.88%	20.96%	23.79%
\$ 3,434,035	\$ 3,441,524	\$ 3,229,323	\$ 3,275,134	\$ 3,401,213	\$ 2,578,489
<u>6,331,039</u>	<u>3,441,524</u>	<u>3,124,679</u>	<u>3,657,762</u>	<u>3,441,521</u>	<u>2,578,489</u>
<u>\$ (2,897,004)</u>	<u>\$ -</u>	<u>\$ 104,644</u>	<u>\$ (382,628)</u>	<u>\$ (40,308)</u>	<u>\$ -</u>
\$ 5,527,309	\$ 5,875,114	\$ 6,555,225	\$ 7,155,954	\$ 7,318,199	\$ 7,526,730
114.54%	58.58%	47.67%	51.11%	47.03%	34.26%
\$ 5,183,976	\$ 5,315,168	\$ 4,589,139	\$ 4,239,954	\$ 3,952,628	\$ 2,418,742
<u>6,910,825</u>	<u>5,315,168</u>	<u>4,041,886</u>	<u>4,239,954</u>	<u>3,952,628</u>	<u>2,418,742</u>
<u>\$ (1,726,849)</u>	<u>\$ -</u>	<u>\$ 547,253</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 5,239,842	\$ 5,299,696	\$ 5,683,984	\$ 5,650,572	\$ 5,491,792	\$ 4,847,679
131.89%	100.29%	71.11%	75.04%	71.97%	49.89%

City of Flagstaff, Arizona
Notes to the Required Supplementary Information
June 30, 2024

I. Actuarially Determined Contribution Rates

Actuarial determined contribution rates for PSPRS are calculated as of June 30 two years prior to the end of the fiscal year in which contributions are made. The actuarial methods and assumptions used to establish the contribution requirements are as follows:

Actuarial valuation date	June 30, 2022
Actuarial cost method	Entry age normal
Amortization method	Level percentage of payroll, closed
Remaining amortization period	Any positive UAAL (assets less than liabilities) is amortized using a layered approach beginning with the June 30, 2020 valuation, with new amounts determined according to a Level Dollar method over a closed period of 15 years (phased into from current period of at most 30 years). Initial layer from June 30, 2019 valuation continues to be amortized according to a Level Percentage of Payroll method. Any negative UAAL (assets greater than liabilities) is amortized according to a Level Dollar method over an open period of 20 years
Asset valuation method	7-year smoothed market; 20% corridor around market value
Actuarial assumptions:	
Investment rate of return	In the 2022 actuarial valuation, the investment rate of return was 7.2%.
Projected salary increases	Experience-based table of rates that is specific to the type of eligibility condition. These rates are based on a 2022 experience study using actual plan experience.
Wage growth	In the 2022 actuarial valuation, wage growth was 3.0%
Permanent Benefit Increases	The cost-of-living adjustment will be based on the average annual percentage change in the Metropolitan Phoenix-Mesa Consumer Price Index published by the United States Department of Labor, Bureau of Statistics. We have assumed that to be 1.85% for this valuation.
Retirement age	Experience-based table of rates that is specific to the type of eligibility condition. These rates are based on a 2022 experience study using actual plan experience.
Mortality	In the 2022 actuarial valuation, changed to PubS-2010 mortality table with 85% of MP-2021 fully generational projection scales.

II. Information Prior to Measurement Date

Information prior to the measurement date (June 30, 2017) for OPEB are not available. Information for subsequent years will be presented, when it is available to present ten years of information.

III. Trust OPEB Assets

No assets are accumulated in a trust that meets the criteria in GASB No. 75, paragraph four, to pay the benefits for the single-employer defined benefit OPEB plan.

Non-Major Funds Other Governmental Funds

Special Revenue Funds

Special Revenue Funds are used to account for revenues derived from specific taxes or other earmarked revenue sources. They are usually required by statute, charter provision or ordinance to finance particular functions or activities.

Housing and Community Services Fund

This fund was established in fiscal year 1996-1997 to account for the funding received for the Community Development Block Grant program and affordable housing activities.

COVID Relief Fund

This fund was established to account for the receipt and expenditures of the City's allocation of the Coronavirus Aid, Relief, and Economic Security Act (CARES) funding as well as the City's allocation of the American Rescue Plan Act (ARPA) funding. Resources allocated to this fund must be used for specific purposes as outlined in the legislature.

Library Fund

The City Library is financed through City sales tax allocations, State and County grants and individual contributions. Funds provided must be used for library activities such as cultural and educational programs and technical services.

Bed, Board and Beverage Tax Fund

This fund accounts for the Bed, Board and Beverage tax revenues as approved by voters in the 2010 general election and related expenditures. These resources are restricted for use in the areas of Beautification, Economic Development, Tourism, Arts & Science and Recreation.

Parking District Fund

This fund was established to comprehensively manage the public parking in downtown Flagstaff and the surrounding neighborhood.

Water Resource & Infrastructure Protection Fund

This fund accounts for the water resource and infrastructure protection fee and the related expenditures. These resources are restricted to support the Wildland Fire Management program.

Debt Service Funds

Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

General Obligation Bond Fund

This fund is used to account for the accumulation of resources for, and the payments of, general long-term obligation principal and interest.

Secondary Property Tax Revenue Fund

This fund is used to account for secondary property tax revenues. Monies received by this fund are legally restricted to payment of general obligation debt.

Pension Bond Fund

This fund accounts for the accumulation of resources for and the payment of principal, interest and related costs for Pension Bond issued in fiscal year 2020-2021.

Capital Project Funds

Capital Project Funds are used to account for major capital acquisition and construction separate from ongoing operating activities. Resources for capital projects typically result from the issuance of general obligation or other government debt.

Capital Project Bond Construction Fund

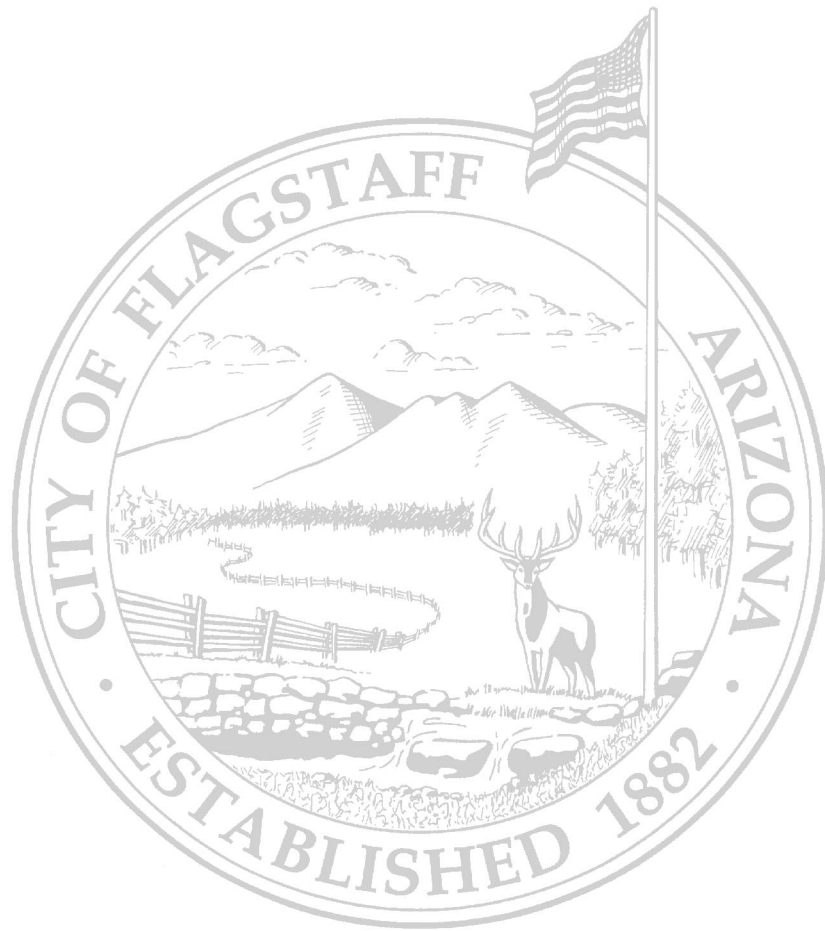
This fund accounts for major capital acquisition and construction projects which are funded mainly with general obligation or other governmental debt.

Permanent Funds

Permanent funds are used to account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs.

Perpetual Care Fund

This fund accounts for the perpetual care of the City's cemetery.



City of Flagstaff, Arizona
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2024

	Special Revenue Funds				
	Housing & Community Services Fund	COVID Relief Fund	Library Fund	BBB Fund	Parking District Fund
Assets					
Cash and investments	\$ 2,310,158	\$ 1,822,756	\$ 2,324,581	\$ 23,721,225	\$ 2,462,576
Accounts receivable, net	83,154	-	232,620	1,923,697	2,760
Interest receivable	9,477	-	17,271	105,511	10,731
Intergovernmental receivable	16,969	-	944	9,040	-
Notes receivable	245,000	-	-	-	-
Lease receivable	-	-	-	394,629	8,269
Prepaid items	-	-	1,709	500	-
Inventory	-	-	-	160,557	-
Restricted cash and investments	-	-	3,211,320	217,775	-
Total assets	<u>\$ 2,664,758</u>	<u>\$ 1,822,756</u>	<u>\$ 5,788,445</u>	<u>\$ 26,532,934</u>	<u>\$ 2,484,336</u>
Liabilities, Deferred Inflows and Fund Balance					
Liabilities:					
Accounts payable	\$ 12,308	\$ 56,334	\$ 445,953	\$ 281,782	\$ 3,077
Accrued payroll	1,416	-	55,267	32,615	5,977
Construction retainage payable	-	-	-	30,000	-
Advanced revenue	-	1,766,422	1,232	-	-
Total liabilities	<u>13,724</u>	<u>1,822,756</u>	<u>502,452</u>	<u>344,397</u>	<u>9,054</u>
Deferred inflows of resources:					
Unavailable revenue - notes receivable	245,000	-	-	-	-
Unavailable revenue - other revenue	62,610	-	-	-	-
Deferred inflows - leases	-	-	-	387,617	8,011
Total deferred inflows of resources	<u>307,610</u>	<u>-</u>	<u>-</u>	<u>387,617</u>	<u>8,011</u>
Fund balances:					
Nonspendable:					
Perpetual care	-	-	-	-	-
Prepays	-	-	1,709	500	-
Inventory	-	-	-	160,557	-
Restricted for:					
Notes receivable	245,000	-	-	-	-
Library branch services	-	-	870,038	-	-
Library programs board directed	-	-	2,341,282	-	-
Debt service	-	-	-	-	-
Public art	-	-	-	1,703,047	-
Economic development	-	-	-	1,088,805	-
Tourism	-	-	-	3,989,304	-
Park maintenance and operations	-	-	-	7,137,365	-
Other capital projects	2,098,424	-	-	11,721,342	-
Perpetual care	-	-	-	-	-
Assigned to:					
Parking district	-	-	-	-	2,467,271
Library services	-	-	2,072,964	-	-
Water resource and infrastructure protection	-	-	-	-	-
Unassigned (deficit):					
Total fund balance	<u>2,343,424</u>	<u>-</u>	<u>5,285,993</u>	<u>25,800,920</u>	<u>2,467,271</u>
Total liabilities, deferred inflows and fund balance	<u>\$ 2,664,758</u>	<u>\$ 1,822,756</u>	<u>\$ 5,788,445</u>	<u>\$ 26,532,934</u>	<u>\$ 2,484,336</u>

Water Resource & Infrastructure Protection Fund	Debt Service Funds			Capital Projects Funds	Permanent Fund	Total Nonmajor Governmental Funds
	General Obligation Bond Fund	Secondary Property Tax Revenue Fund	Pension Bond Fund	Capital Projects Bond Construction	Perpetual Care Fund	
\$ 1,464,279	\$ -	\$ 682,409	\$ -	\$ 673,375	\$ 70,946	\$ 35,532,305
182,285	-	-	-	-	400	2,424,916
6,693	-	40,818	1,029	12,096	1,843	205,469
39,794	-	-	-	206,291	-	273,038
-	-	-	-	-	-	245,000
-	-	-	-	-	-	402,898
-	-	-	-	-	-	2,209
-	-	-	-	-	-	160,557
-	3,613,927	10,352,540	15,532,880	33,520,922	366,863	66,816,227
<u>\$ 1,693,051</u>	<u>\$ 3,613,927</u>	<u>\$ 11,075,767</u>	<u>\$ 15,533,909</u>	<u>\$ 34,412,684</u>	<u>\$ 440,052</u>	<u>\$ 106,062,619</u>
\$ 10,225	\$ -	\$ -	\$ -	\$ 1,879,865	\$ -	\$ 2,689,544
11,771	-	-	-	1,920	-	108,966
-	-	-	-	391,973	-	421,973
-	-	-	-	-	-	1,767,654
<u>21,996</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,273,758</u>	<u>-</u>	<u>4,988,137</u>
-	-	-	-	-	-	245,000
-	-	-	-	-	-	62,610
-	-	-	-	-	-	395,628
-	-	-	-	-	-	703,238
-	-	-	-	-	366,863	366,863
-	-	-	-	-	-	2,209
-	-	-	-	-	-	160,557
-	-	-	-	-	-	245,000
-	-	-	-	-	-	870,038
-	-	-	-	-	-	2,341,282
-	3,613,927	11,075,767	15,533,909	-	-	30,223,603
-	-	-	-	-	-	1,703,047
-	-	-	-	-	-	1,088,805
-	-	-	-	-	-	3,989,304
-	-	-	-	-	-	7,137,365
-	-	-	-	32,559,230	-	46,378,996
-	-	-	-	-	73,189	73,189
-	-	-	-	-	-	2,467,271
-	-	-	-	-	-	2,072,964
1,671,055	-	-	-	-	-	1,671,055
-	-	-	-	(420,304)	-	(420,304)
<u>1,671,055</u>	<u>3,613,927</u>	<u>11,075,767</u>	<u>15,533,909</u>	<u>32,138,926</u>	<u>440,052</u>	<u>100,371,244</u>
<u>\$ 1,693,051</u>	<u>\$ 3,613,927</u>	<u>\$ 11,075,767</u>	<u>\$ 15,533,909</u>	<u>\$ 34,412,684</u>	<u>\$ 440,052</u>	<u>\$ 106,062,619</u>

City of Flagstaff, Arizona
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
Year Ended June 30, 2024

	Special Revenue Funds				
	Housing & Community Services Fund	COVID Relief Fund	Library Fund	BBB Fund	Parking District Fund
Revenues:					
Taxes	\$ -	\$ -	\$ -	\$ 12,472,707	\$ -
Intergovernmental	-	-	4,522,848	-	-
Grants and entitlements	320,737	929,595	41,919	167,888	-
Charges for services	-	-	-	185,430	1,236,009
Licenses and permits	-	-	-	1,300	-
Rents	16,620	-	-	404,512	16,021
Investment earnings	97,505	-	193,460	921,244	95,567
Contributions	31,200	-	39,683	4,000	-
Miscellaneous	202,617	-	60,359	3,360	7,131
Total revenues	<u>668,679</u>	<u>929,595</u>	<u>4,858,269</u>	<u>14,160,441</u>	<u>1,354,728</u>
Expenditures:					
Current:					
General government	-	929,595	-	-	-
Public safety	-	-	-	-	-
Public works	-	-	-	-	-
Economic and physical development	797,149	-	-	4,745,774	-
Culture and recreation	-	-	5,616,115	1,705,191	-
Highways and streets	-	-	-	4,988	662,646
Debt service:					
Principal retirement	-	-	121,310	186,686	232,016
Interest and other charges	-	-	301	71,054	11,232
Capital outlay	-	-	456,032	420,636	112,833
Total expenditures	<u>797,149</u>	<u>929,595</u>	<u>6,193,758</u>	<u>7,134,329</u>	<u>1,018,727</u>
Excess (deficiency) of revenues over expenditures	<u>(128,470)</u>	<u>-</u>	<u>(1,335,489)</u>	<u>7,026,112</u>	<u>336,001</u>
Other Financing Sources (Uses):					
Refunding bonds issued	-	-	-	-	-
Loan issuance	-	-	-	-	-
Bond issuance	-	-	-	-	-
Bond premium	-	-	-	-	-
Transfers in	38,500	-	1,662,813	247,000	-
Transfers out	-	-	-	(3,514,537)	-
Total other financing sources (uses)	<u>38,500</u>	<u>-</u>	<u>1,662,813</u>	<u>(3,267,537)</u>	<u>-</u>
Net change in fund balance	<u>(89,970)</u>	<u>-</u>	<u>327,324</u>	<u>3,758,575</u>	<u>336,001</u>
Fund balances, beginning of year (as restated)	<u>2,433,394</u>	<u>-</u>	<u>4,958,669</u>	<u>22,042,345</u>	<u>2,131,270</u>
Fund balance, end of year	<u>\$ 2,343,424</u>	<u>\$ -</u>	<u>\$ 5,285,993</u>	<u>\$ 25,800,920</u>	<u>\$ 2,467,271</u>

Water Resource & Infrastructure Protection Fund	Debt Service Funds			Capital Projects Funds	Permanent Fund	Total Nonmajor Governmental Funds
	General Obligation Bond Fund	Secondary Property Tax Revenue Fund	Pension Bond Fund	Capital Projects Bond Construction	Perpetual Care Fund	
\$ -	\$ -	\$ 8,626,919	\$ -	\$ -	\$ -	\$ 21,099,626
-	-	-	-	-	-	4,522,848
39,781	-	-	-	413,330	-	1,913,250
1,222,968	-	-	-	-	-	2,644,407
-	-	-	-	-	-	1,300
-	-	-	-	-	-	437,153
63,610	-	247,237	854,950	226,538	17,200	2,717,311
-	-	-	-	-	9,670	84,553
-	-	-	-	-	-	273,467
<u>1,326,359</u>	<u>-</u>	<u>8,874,156</u>	<u>854,950</u>	<u>639,868</u>	<u>26,870</u>	<u>33,693,915</u>
-	-	-	-	466,192	-	1,395,787
946,107	-	-	-	132,806	-	1,078,913
-	-	-	-	251,083	-	251,083
-	-	-	-	328,641	-	5,871,564
-	-	-	-	870	-	7,322,176
-	-	-	-	-	-	667,634
-	4,499,912	-	5,865,000	-	-	10,904,924
-	1,144,853	-	2,840,431	-	-	4,067,871
62,323	-	-	-	11,654,708	-	12,706,532
<u>1,008,430</u>	<u>5,644,765</u>	<u>-</u>	<u>8,705,431</u>	<u>12,834,300</u>	<u>-</u>	<u>44,266,484</u>
<u>317,929</u>	<u>(5,644,765)</u>	<u>8,874,156</u>	<u>(7,850,481)</u>	<u>(12,194,432)</u>	<u>26,870</u>	<u>(10,572,569)</u>
-	3,305,000	-	-	-	-	3,305,000
-	-	-	-	729,715	-	729,715
-	-	-	-	36,875,000	-	36,875,000
-	381,430	-	-	3,362,171	-	3,743,601
-	5,572,262	-	8,639,441	1,495,622	-	17,655,638
(172,789)	-	(5,572,262)	-	(39)	-	(9,259,627)
<u>(172,789)</u>	<u>9,258,692</u>	<u>(5,572,262)</u>	<u>8,639,441</u>	<u>42,462,469</u>	<u>-</u>	<u>53,049,327</u>
<u>145,140</u>	<u>3,613,927</u>	<u>3,301,894</u>	<u>788,960</u>	<u>30,268,037</u>	<u>26,870</u>	<u>42,476,758</u>
<u>1,525,915</u>	<u>-</u>	<u>7,773,873</u>	<u>14,744,949</u>	<u>1,870,889</u>	<u>413,182</u>	<u>57,894,486</u>
<u>\$ 1,671,055</u>	<u>\$ 3,613,927</u>	<u>\$ 11,075,767</u>	<u>\$ 15,533,909</u>	<u>\$ 32,138,926</u>	<u>\$ 440,052</u>	<u>\$ 100,371,244</u>



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City of Flagstaff, Arizona
Housing & Community Service Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	<u>Budget</u>		Actual Amounts Budgetary Basis	Variance with Final Budget
	<u>Original</u>	<u>Final</u>		
Revenues:				
Grants and entitlements	\$ 2,291,134	\$ 2,291,134	\$ 320,737	\$ (1,970,397)
Rent	-	-	16,620	16,620
Contributions	-	-	31,200	31,200
Investment earnings	20,639	20,639	97,505	76,866
Miscellaneous	-	-	202,617	202,617
Total revenues	<u>2,311,773</u>	<u>2,311,773</u>	<u>668,679</u>	<u>(1,643,094)</u>
Expenditures:				
Current:				
Economic and physical development	4,522,328	5,622,328	797,149	4,825,179
Total expenditures	<u>4,522,328</u>	<u>5,622,328</u>	<u>797,149</u>	<u>4,825,179</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,210,555)</u>	<u>(3,310,555)</u>	<u>(128,470)</u>	<u>3,182,085</u>
Other Financing Sources (Uses):				
Transfers in	38,500	1,138,500	38,500	1,100,000
Total other financing sources (uses)	<u>38,500</u>	<u>1,138,500</u>	<u>38,500</u>	<u>1,100,000</u>
Net change in fund balances	<u>(2,172,055)</u>	<u>(2,172,055)</u>	<u>(89,970)</u>	<u>4,282,085</u>
Fund balances, beginning of year	<u>2,322,035</u>	<u>2,322,035</u>	<u>2,433,394</u>	<u>111,359</u>
Fund balances, end of year	<u>\$ 149,980</u>	<u>\$ 149,980</u>	<u>\$ 2,343,424</u>	<u>\$ 4,393,444</u>

City of Flagstaff, Arizona
COVID Relief Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Grants and entitlements	\$ 2,733,607	\$ 2,733,607	\$ 929,595	\$ (1,804,012)
Total revenues	2,733,607	2,733,607	929,595	(1,804,012)
Expenditures:				
Current:				
General government	2,733,607	2,733,607	929,595	1,804,012
Total expenditures	2,733,607	2,733,607	929,595	1,804,012
Excess (deficiency) of revenues over (under) expenditures	-	-	-	-
Net change in fund balances	-	-	-	-
Fund balances, beginning of year	-	-	-	-
Fund balances, end of year	\$ -	\$ -	\$ -	\$ -

City of Flagstaff, Arizona
Library Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Intergovernmental	\$ 4,081,723	\$ 4,081,723	\$ 4,522,848	\$ 441,125
Grants and entitlements	75,000	75,000	41,919	(33,081)
Investment earnings	39,926	39,926	193,460	153,534
Contributions	-	-	39,683	39,683
Miscellaneous	41,000	41,000	60,359	19,359
Total revenues	4,237,649	4,237,649	4,858,269	620,620
Expenditures:				
Current:				
General governmental	588,218	588,218	-	588,218
Culture and recreation	6,411,881	6,411,881	5,616,115	795,766
Debt Service				
Principal retirement	-	-	121,310	(121,310)
Interest and other charges	-	-	301	(301)
Capital outlay	257,188	257,188	456,032	(198,844)
Contingency	100,000	100,000	-	100,000
Total expenditures	7,357,287	7,357,287	6,193,758	1,163,529
Excess (deficiency) of revenues over (under) expenditures	(3,119,638)	(3,119,638)	(1,335,489)	1,784,149
Other Financing Sources (Uses):				
Transfers in	1,662,813	1,662,813	1,662,813	-
Total other financing sources (uses)	1,662,813	1,662,813	1,662,813	-
Net change in fund balances	(1,456,825)	(1,456,825)	327,324	1,784,149
Fund balances, beginning of year	4,426,781	4,426,781	4,958,669	531,888
Fund balances, end of year	\$ 2,969,956	\$ 2,969,956	\$ 5,285,993	\$ 2,316,037

City of Flagstaff, Arizona
BBB Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Taxes	\$ 11,544,400	\$ 11,544,400	\$ 12,480,576	\$ 936,176
Grants and entitlements	589,000	589,000	167,888	(421,112)
Charges for services	127,098	127,098	185,430	58,332
Licenses and permits	-	-	1,300	1,300
Rents	442,910	442,910	408,818	(34,092)
Investment earnings	177,812	177,812	914,310	736,498
Contributions	-	-	4,000	4,000
Miscellaneous	-	-	3,360	3,360
Total revenues	<u>12,881,220</u>	<u>12,881,220</u>	<u>14,165,682</u>	<u>1,284,462</u>
Expenditures:				
Current:				
Economic and physical development	5,937,251	5,937,251	4,745,774	1,191,477
Culture and recreation	1,991,184	1,991,184	1,705,191	285,993
Highways and streets	-	-	4,988	(4,988)
Debt service:				
Principal retirement	175,000	175,000	186,686	(11,686)
Interest and other charges	71,031	71,031	71,054	(23)
Capital outlay	5,364,202	5,364,202	420,636	4,943,566
Contingency	240,000	240,000	-	240,000
Total expenditures	<u>13,778,668</u>	<u>13,778,668</u>	<u>7,134,329</u>	<u>6,644,339</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(897,448)</u>	<u>(897,448)</u>	<u>7,031,353</u>	<u>7,928,801</u>
Other Financing Sources (Uses):				
Transfers in	247,000	247,000	247,000	-
Transfers out	<u>(3,612,803)</u>	<u>(3,612,803)</u>	<u>(3,514,537)</u>	<u>98,266</u>
Total other financing sources (uses)	<u>(3,365,803)</u>	<u>(3,365,803)</u>	<u>(3,267,537)</u>	<u>98,266</u>
Net change in fund balances	<u>(4,263,251)</u>	<u>(4,263,251)</u>	<u>3,763,816</u>	<u>8,027,067</u>
Fund balances, beginning of year	<u>19,367,097</u>	<u>19,367,097</u>	<u>20,830,437</u>	<u>1,463,340</u>
Fund balances, end of year	<u>\$ 15,103,846</u>	<u>\$ 15,103,846</u>	<u>\$ 24,594,253</u>	<u>\$ 9,490,407</u>
Adjustment from budgetary basis to GAAP basis net change in fund balances			\$ 3,763,816	
The City budgets certain revenues on the cash basis, rather than on the modified accrual basis.			<u>(5,241)</u>	
Adjusted net change in fund balance - GAAP basis			<u>\$ 3,758,575</u>	

City of Flagstaff, Arizona
Parking District Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	<u>Budget</u>		Actual Amounts Budgetary Basis	Variance with Final Budget
	<u>Original</u>	<u>Final</u>		
Revenues:				
Charges for service	\$ 1,250,175	\$ 1,250,175	\$ 1,236,009	\$ (14,166)
Investment earnings	18,900	18,900	95,485	76,585
Miscellaneous	-	-	7,131	7,131
Total revenues	<u>1,269,075</u>	<u>1,269,075</u>	<u>1,338,625</u>	<u>69,550</u>
Expenditures:				
Current:				
Highways and streets	1,010,876	1,010,876	782,141	228,735
Debt service:				
Principal retirement	104,753	104,753	104,753	-
Interest and other charges	10,272	10,272	10,273	(1)
Capital outlay	1,155,000	1,155,000	105,000	1,050,000
Contingency	30,000	30,000	-	30,000
Total expenditures	<u>2,310,901</u>	<u>2,310,901</u>	<u>1,002,167</u>	<u>1,308,734</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,041,826)</u>	<u>(1,041,826)</u>	<u>336,458</u>	<u>1,378,284</u>
Net change in fund balances	<u>(1,041,826)</u>	<u>(1,041,826)</u>	<u>336,458</u>	<u>1,378,284</u>
Fund balances, beginning of year	<u>1,889,060</u>	<u>1,889,060</u>	<u>2,130,543</u>	<u>241,483</u>
Fund balances, end of year	<u>\$ 847,234</u>	<u>\$ 847,234</u>	<u>\$ 2,467,001</u>	<u>\$ 1,619,767</u>
Adjustment of budgetary basis to GAAP basis net change in fund balances			\$ 336,458	
The City budgets certain revenues on the cash basis, rather than on the modified accrual basis.			16,103	
The City budgets for certain other expenditures on the cash basis, rather than on the modified accrual basis			<u>(16,560)</u>	
Adjusted net change in fund balance - GAAP basis			<u>\$ 336,001</u>	

City of Flagstaff, Arizona
Water Resource & Infrastructure Protection Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Grants and entitlements	\$ -	\$ -	\$ 39,781	\$ 39,781
Charges for services	1,290,154	1,290,154	1,221,088	(69,066)
Investment earnings	13,000	13,000	63,610	50,610
Total revenues	<u>1,303,154</u>	<u>1,303,154</u>	<u>1,324,479</u>	<u>21,325</u>
Expenditures:				
Current:				
Public safety	1,059,987	1,059,987	946,107	113,880
Capital outlay	-	-	62,323	(62,323)
Total expenditures	<u>1,059,987</u>	<u>1,059,987</u>	<u>1,008,430</u>	<u>51,557</u>
Excess (deficiency) of revenues over (under) expenditures	<u>243,167</u>	<u>243,167</u>	<u>316,049</u>	<u>72,882</u>
Other Financing Sources (Uses):				
Transfers out	(174,134)	(174,134)	(172,789)	1,345
Total other financing sources (uses)	<u>(174,134)</u>	<u>(174,134)</u>	<u>(172,789)</u>	<u>1,345</u>
Net change in fund balances	<u>69,033</u>	<u>69,033</u>	<u>143,260</u>	<u>74,227</u>
Fund balances, beginning of year	<u>1,251,900</u>	<u>1,251,900</u>	<u>1,437,465</u>	<u>185,565</u>
Fund balances, end of year	<u>\$ 1,320,933</u>	<u>\$ 1,320,933</u>	<u>\$ 1,580,725</u>	<u>\$ 259,792</u>
Adjustment of budgetary basis to GAAP basis net change in fund balances			\$ 143,260	
The City budgets for certain other expenditures on the cash basis, rather than on the modified accrual basis			1,880	
Adjusted net change in fund balance - GAAP basis			<u>\$ 145,140</u>	

City of Flagstaff, Arizona
General Obligation Bond Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Expenditures:				
Debt service:				
Principal retirement	\$ 4,499,912	\$ 4,499,912	\$ 4,499,912	\$ -
Interest and other charges	1,102,421	1,102,421	1,144,853	(42,432)
Total expenditures	5,602,333	5,602,333	5,644,765	(42,432)
Excess (deficiency) of revenues over (under) expenditures	(5,602,333)	(5,602,333)	(5,644,765)	(42,432)
Other Financing Sources (Uses):				
Refunding bonds issued	-	-	3,305,000	(3,305,000)
Bond premium	-	-	381,430	381,430
Transfers in	5,602,333	5,602,333	5,572,262	(30,071)
Transfers out	-	-	-	-
Total other financing sources (uses)	5,602,333	5,602,333	9,258,692	(2,953,641)
Net change in fund balances	-	-	3,613,927	(2,996,073)
Fund balances, beginning of year	-	-	-	-
Fund balances, end of year	\$ -	\$ -	\$ 3,613,927	\$ (2,996,073)

City of Flagstaff, Arizona
Secondary Property Tax Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	<u>Budget</u>		Actual Amounts Budgetary Basis	Variance with Final Budget
	<u>Original</u>	<u>Final</u>		
Revenues:				
Taxes	\$ 8,633,802	\$ 8,633,802	\$ 8,626,919	\$ (6,883)
Investment earnings	38,000	38,000	247,237	209,237
Total revenues	<u>8,671,802</u>	<u>8,671,802</u>	<u>8,874,156</u>	<u>202,354</u>
Expenditures:				
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	<u>8,671,802</u>	<u>8,671,802</u>	<u>8,874,156</u>	<u>202,354</u>
Other Financing Sources (Uses):				
Transfers out	<u>(5,602,333)</u>	<u>(5,602,333)</u>	<u>(5,572,262)</u>	<u>30,071</u>
Total other financing sources (uses)	<u>(5,602,333)</u>	<u>(5,602,333)</u>	<u>(5,572,262)</u>	<u>30,071</u>
Net change in fund balances	<u>3,069,469</u>	<u>3,069,469</u>	<u>3,301,894</u>	<u>232,425</u>
Fund balances, beginning of year	<u>7,635,075</u>	<u>7,635,075</u>	<u>7,773,873</u>	<u>138,798</u>
Fund balances, end of year	<u><u>\$ 10,704,544</u></u>	<u><u>\$ 10,704,544</u></u>	<u><u>\$ 11,075,767</u></u>	<u><u>\$ 371,223</u></u>

City of Flagstaff, Arizona
Pension Bond Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	Budget		Actual Amounts Budgetary Basis	Variance with Final Budget
	Original	Final		
Revenues:				
Investment earnings	\$ 146,000	\$ 146,000	\$ 854,950	\$ 708,950
Total revenues	146,000	146,000	854,950	708,950
Expenditures:				
Debt service:				
Principal retirement	5,865,000	5,865,000	5,865,000	-
Interest and other charges	2,841,680	2,841,680	2,840,431	1,249
Total expenditures	8,706,680	8,706,680	8,705,431	1,249
Excess (deficiency) of revenues over (under) expenditures	(8,560,680)	(8,560,680)	(7,850,481)	710,199
Other Financing Sources (Uses):				
Transfers in	8,706,680	8,706,680	8,639,441	(67,239)
Total other financing sources (uses)	8,706,680	8,706,680	8,639,441	(67,239)
Net change in fund balances	146,000	146,000	788,960	642,960
Fund balances, beginning of year	14,579,517	14,579,517	14,744,949	165,432
Fund balances, end of year	\$ 14,725,517	\$ 14,725,517	\$ 15,533,909	\$ 808,392

City of Flagstaff, Arizona
Capital Projects Bond Construction
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
Year Ended June 30, 2024

	<u>Budget</u>		Actual Amounts Budgetary Basis	Variance with Final Budget
	<u>Original</u>	<u>Final</u>		
Revenues:				
Grants and entitlements	\$ 2,316,592	\$ 2,316,592	\$ 413,330	\$ (1,903,262)
Investment earnings	-	-	226,538	226,538
Contributions	193,233	193,233	-	(193,233)
Total revenues	<u>2,509,825</u>	<u>2,509,825</u>	<u>639,868</u>	<u>(1,869,957)</u>
Expenditures:				
Current:				
General government	2,270,914	2,270,914	466,192	1,804,722
Public safety	41,406	41,406	132,806	(91,400)
Public works	-	-	251,083	(251,083)
Economic and physical development	2,158,466	2,158,466	328,641	1,829,825
Culture and recreation	-	-	870	(870)
Capital outlay	32,832,423	32,832,423	11,654,708	21,177,715
Total expenditures	<u>37,303,209</u>	<u>37,303,209</u>	<u>12,834,300</u>	<u>24,468,909</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(34,793,384)</u>	<u>(34,793,384)</u>	<u>(12,194,432)</u>	<u>22,598,952</u>
Other Financing Sources (Uses):				
Loan issuance	28,136,505	28,136,505	729,715	(27,406,790)
Bond issuance	-	-	36,875,000	36,875,000
Bond premium	-	-	3,362,171	3,362,171
Sale of capital assets	2,000,000	2,000,000	-	(2,000,000)
Transfers in	4,535,893	4,535,893	1,495,622	(3,040,271)
Transfers out	-	-	(39)	(39)
Total other financing sources (uses)	<u>34,672,398</u>	<u>34,672,398</u>	<u>42,462,469</u>	<u>7,790,071</u>
Net change in fund balances	<u>(120,986)</u>	<u>(120,986)</u>	<u>30,268,037</u>	<u>30,389,023</u>
Fund balances, beginning of year	<u>3,861,378</u>	<u>3,861,378</u>	<u>1,870,889</u>	<u>(1,990,489)</u>
Fund balances, end of year	<u>\$ 3,740,392</u>	<u>\$ 3,740,392</u>	<u>\$ 32,138,926</u>	<u>\$ 28,398,534</u>

City of Flagstaff, Arizona
Financial Data Submission Summary
Net Position Accounts
Year Ended June 30, 2024

	Public Housing 14,850 & 14,872	Businesss Activities	14,879 Mainstream Vouchers	Housing Choice Vouchers 14,871	Emergency Housing Voucher 14.EHV
Assets:					
Current Assets:					
Cash:					
Cash - Unrestricted	\$ 1,885,921	\$ 78,473	\$ 5,213	\$ 211,510	\$ 7,980
Cash - Other Restricted	-	-	61,882	-	101,674
Cash - Tenant Security Deposits	72,402	-	-	-	-
Cash - Restricted - Payment of Current Liabilities	-	-	-	-	-
Total Cash	1,958,323	78,473	67,095	211,510	109,654
Accounts Receivables:					
Accounts Receivable - PHA Projects	-	-	-	46,125	-
Accounts Receivable - HUD Other Projects	-	-	-	78,980	-
Accounts Receivable - Other Government	-	-	-	-	-
Accounts Receivable - Miscellaneous	-	-	-	-	-
Accounts Receivable - Tenants	26,790	-	-	-	-
Allowance for Doubtful Accounts - Tenants	(19,649)	-	-	-	-
Allowance for Doubtful Accounts - Other	-	-	-	-	-
Fraud Recovery	-	-	-	16,019	-
Allowance for Doubtful Accounts - Fraud	-	-	-	(16,019)	-
Accrued Interest Receivable	-	-	-	-	-
Total Receivables, Net of Allowances for Doubtful Accounts	7,141	-	-	125,105	-
Current investments					
Investments - Unrestricted	-	-	-	-	-
Investments - Restricted	-	-	-	-	-
Investments - Restricted for Payment of Current Liability	-	-	-	-	-
Prepaid Expenses and Other Assets	102,277	-	-	5,849	-
Inventories	-	-	-	-	-
Allowance for Obsolete Inventories	-	-	-	-	-
Inter Program Due From	-	-	-	-	-
Assets Held for Sale	-	-	-	-	-
Total Current Assets	2,067,741	78,473	67,095	342,464	109,654
Noncurrent Assets:					
Capital Assets:					
Land	921,950	-	-	-	-
Buildings	11,913,218	-	-	-	-
Furniture, Equipment & Machinery - Dwellings	1,008,349	-	-	-	-
Furniture, Equipment & Machinery - Administration	511,526	-	-	-	-
Leasehold Improvements	-	-	-	-	-
Accumulated Depreciation	(10,617,320)	-	-	-	-
Construction in Progress	270,541	-	-	-	-
Total Capital Assets, Net of Accumulated Depreciation	4,008,264	-	-	-	-
Grants Receivable - Non Current	-	-	-	-	-
Other Assets	-	-	-	-	-
Total Non-Current Assets	4,008,264	-	-	-	-
Deferred Outflow of Resources	168,918	12,020	-	49,677	-
Total Assets and Deferred Outflow of Resources	\$ 6,244,923	\$ 90,493	\$ 67,095	\$ 392,141	\$ 109,654

Moderate Rehabilitation 14.856	Elimination	Total
\$ -	\$ -	\$ 2,189,097
-	-	163,556
-	-	72,402
-	-	-
-	-	2,425,055
-	-	46,125
-	-	78,980
-	-	-
-	-	-
-	-	26,790
-	-	(19,649)
-	-	-
-	-	16,019
-	-	(16,019)
-	-	-
-	-	132,246
-	-	-
-	-	-
-	-	-
-	-	108,126
-	-	-
-	-	-
-	-	-
-	-	-
-	-	2,665,427
-	-	921,950
-	-	11,913,218
-	-	1,008,349
-	-	511,526
-	-	-
-	-	(10,617,320)
-	-	270,541
-	-	4,008,264
-	-	-
-	-	-
-	-	4,008,264
-	-	230,615
\$ -	\$ -	\$ 6,904,306

City of Flagstaff, Arizona
Financial Data Submission Summary
Net Position Accounts
Year Ended June 30, 2024

	Public Housing 14,850 & 14,872	Business Activities	14,879 Mainstream Vouchers	Housing Choice Vouchers 14,871	Emergency Housing Voucher 14.EHV
Liabilities and Net Position:					
Liabilities:					
Current Liabilities:					
Bank Overdraft	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Payable <= 90 Days	75,324	77	58	3,079	76
Accrued Wage/Payroll Taxes Payable	121,524	8,277	1,999	34,518	4,460
Accrued Compensated Absences - Current Portion	39,402	-	-	8,113	-
Accrued Interest Payable	-	-	-	-	-
Accounts Payable - HUD PHA Programs	-	-	-	-	-
Account Payable - PHA Projects	-	-	-	-	-
Accounts Payable - Other Government	121,845	-	-	-	-
Tenant Security Deposits	72,402	-	-	-	-
Unearned Revenue	19,197	-	-	-	-
Current Portion of L-T Debt - Capital	-	-	-	-	-
Current Portion of L-T Debt - Operating	-	-	-	-	-
Other Current Liabilities	70,214	-	-	5,571	-
Accrued Liabilities - Other	-	-	-	-	-
Inter Program - Due To	-	-	-	-	-
Total Current Liabilities	519,908	8,354	2,057	51,281	4,536
Noncurrent Liabilities					
Long-term Debt, Net of Current - Capital	-	-	-	-	-
Long-term Debt, Net of Current - Operating	-	-	-	-	-
Non-current Liabilities - Other	-	-	-	-	-
Accrued Compensated Absences - Non Current	58,786	-	-	7,342	-
Accrued Pension and OPEB Liabilities	1,198,139	85,260	-	352,362	-
Total Non-Current Liabilities	1,256,925	85,260	-	359,704	-
Total Liabilities	1,776,833	93,614	2,057	410,985	4,536
Deferred Inflow of Resources	122,473	8,715	-	36,018	-
Net Position:					
Net Investment in Capital Assets	4,008,264	-	-	-	-
Restricted Net Position	-	-	61,882	-	101,674
Unrestricted Net Position	337,353	(11,836)	3,156	(54,862)	3,444
Total Equity - Net Assets / Position	4,345,617	(11,836)	65,038	(54,862)	105,118
Total Liabilities, Deferred Inflows of Resources and Equity/ Net Position	\$ 6,244,923	\$ 90,493	\$ 67,095	\$ 392,141	\$ 109,654

Moderate Rehabilitation 14.856	Elimination	Total (continued)
\$ -	\$ -	\$ -
-	-	78,614
-	-	170,778
-	-	47,515
-	-	-
-	-	-
-	-	-
-	-	121,845
-	-	72,402
-	-	19,197
-	-	-
-	-	-
-	-	75,785
-	-	-
-	-	-
-	-	586,136
-	-	-
-	-	-
-	-	-
-	-	66,128
-	-	1,635,761
-	-	1,701,889
-	-	-
-	-	2,288,025
-	-	-
-	-	167,206
-	-	-
-	-	4,008,264
-	-	163,556
-	-	277,255
-	-	4,449,075
\$ -	\$ -	\$ 6,904,306

(concluded)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Year Ended June 30, 2024

	Public Housing 14.850 & 14.872	Business Activities	14.879 Mainstream Vouchers	Housing Choice Vouchers 14.871	Emergency Housing Voucher 14.EHV
Revenues:					
Net Tenant Rental Revenue	\$ 1,738,960	\$ -	\$ -	\$ -	\$ -
Tenant Revenue - Other	28,685	-	-	-	-
Total Tenant Revenue	1,767,645	-	-	-	-
HUD PHA Operating Grants	976,835	-	348,431	5,859,823	497,867
Capital Grants	291,105	-	-	-	-
Management Fee	-	-	-	-	-
Asset Management Fee	-	-	-	-	-
Bookkeeping Fee	-	-	-	-	-
Front Line Service Fee	-	-	-	-	-
Other Fees	-	14,064	-	-	-
Total Fee Revenue	-	-	-	-	-
Other Government Grants	-	-	-	-	-
Investment Income - Unrestricted	21,944	-	-	5,536	-
Mortgage Interest Income	-	-	-	-	-
Proceeds -Disposition of Assets Held for Sale	-	-	-	-	-
Cost of Sale of Assets	-	-	-	-	-
Fraud Recovery	4,557	-	-	29,072	280
Other Revenue	-	7,434	-	353,121	9,026
Gain or Loss on Sale of Capital Assets	-	-	-	-	-
Investment Income - Restricted	-	-	-	-	-
Total Revenue	3,062,086	21,498	348,431	6,247,552	507,173
Expenses:					
Administrative					
Administrative Salaries	480,748	72,773	14,799	300,757	31,447
Auditing Fees	9,823	-	-	4,912	-
Management Fee	-	-	-	8,493	-
Bookkeeping Fee	-	-	-	-	-
Advertising and Marketing	-	-	-	-	-
Employee Benefit Contributions - Administrative	493,764	(142,757)	4,118	224,922	5,153
Office Expenses	78,383	3,115	110	44,303	270
Legal Expense	4,817	-	-	228	-
Travel	-	-	-	-	-
Allocated Overhead	-	-	-	-	-
Other	86,231	1,269	-	43,198	520
Total Administrative	1,153,766	(65,600)	19,027	626,813	37,390
Tenant Services					
Asset Management Fee	-	-	-	-	-
Tenant Services - Salaries	-	-	-	-	-
Relocation Costs	6,253	-	-	-	-
Employee Benefit - Tenant Services	-	-	-	-	-
Tenant Services - Other	1,159	-	-	14,531	-
Total Tenant Services	7,412	-	-	14,531	-
Utilities					
Water	191,680	-	-	-	-
Electricity	22,290	-	-	-	-
Gas	110,641	-	-	-	-
Fuel	-	-	-	-	-
Labor	-	-	-	-	-
Sewer	92,650	-	-	-	-
Employee Benefit - Utilities	-	-	-	-	-
Other Utilities Expense	-	-	-	-	-
Total Utilities	417,261	-	-	-	-
Ordinary Maintenance and Operations					
Ordinary Maintenance and Operations - Labor	578,905	-	-	-	-
Ordinary Maintenance and Operations - Materials and Other	109,809	-	-	-	-
Ordinary Maintenance and Operations Contracts	273,732	-	-	-	-
Employee Benefit Contributions - Ordinary Maintenance	-	-	-	-	-
Total Maintenance	962,446	-	-	-	-

Moderate Rehabilitation 14.856	Elimination	Total
\$ -	\$ -	\$ 1,738,960
-	-	28,685
-	-	1,767,645
94,069	-	\$ 7,777,025
-	-	291,105
-	-	-
-	-	-
-	-	-
-	(14,064)	-
-	(14,064)	(14,064)
-	-	-
-	-	27,480
-	-	-
-	-	-
-	-	33,909
-	-	369,581
-	-	-
-	-	-
94,069	(14,064)	10,266,745
8,546	-	909,070
-	-	14,735
14,064	-	22,557
-	-	-
-	-	-
-	-	585,200
-	-	126,181
-	-	5,045
-	-	-
-	-	-
-	(14,064)	117,154
22,610	(14,064)	1,779,942
-	-	-
-	-	-
-	-	6,253
-	-	-
-	-	15,690
-	-	21,943
-	-	-
-	-	191,680
-	-	22,290
-	-	110,641
-	-	-
-	-	-
-	-	92,650
-	-	-
-	-	-
-	-	417,261
-	-	-
-	-	578,905
-	-	109,809
-	-	273,732
-	-	-
-	-	962,446

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Year Ended June 30, 2024

	Public Housing 14.850 & 14.872	Business Activities	14.879 Mainstream Vouchers	Housing Choice Vouchers 14.871	Emergency Housing Voucher 14.EHV
Protective Services					
Protective Services - Labor	-	-	-	-	-
Protective Services - Other Contract Costs	30,000	-	-	-	-
Protective Services - Other	-	-	-	-	-
Employee Benefit - Protective Services	-	-	-	-	-
Total Protective Services	<u>30,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
General Expense					
Property Insurance	117,452	-	-	-	-
Liability Insurance	17,927	-	-	8,575	-
Workmen's Compensation	-	-	-	-	-
All Other Insurance	13,883	1,254	204	8,252	287
Total insurance Premiums	<u>149,262</u>	<u>1,254</u>	<u>204</u>	<u>16,827</u>	<u>287</u>
Other General Expenses	3,148	-	-	2,526	-
Compensated Absences	19,362	-	-	(669)	-
Payments in Lieu of Taxes	121,845	-	-	-	-
Bad debt - Tenant Rents	13,332	-	-	-	-
Bad debt - Mortgages	-	-	-	-	-
Bad debt - Other	-	-	2,652	25,643	-
Severance Expense	-	-	-	-	-
Total General Expenses	<u>157,687</u>	<u>-</u>	<u>2,652</u>	<u>27,500</u>	<u>-</u>
Financial Expenses					
Interest Expense - Mortgage Payable	-	-	-	-	-
Interest on Notes Payable (Short & Long Term)	-	-	-	-	-
Amortization of Bond Issue Costs	-	-	-	-	-
Total Financial Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Operating Expenses	<u>2,877,834</u>	<u>(64,346)</u>	<u>21,883</u>	<u>685,671</u>	<u>37,677</u>
Excess of Operating Revenue over Operating Expenses	<u>184,252</u>	<u>85,844</u>	<u>326,548</u>	<u>5,561,881</u>	<u>469,496</u>
Other Expenses					
Extraordinary Maintenance	-	-	-	-	-
Casualty Losses - Non-capitalized	-	-	-	-	-
Housing Assistance Payments	-	-	327,419	5,449,320	427,482
HAP Portability-In	-	-	-	342,645	-
Depreciation Expense	477,058	-	-	-	-
Fraud Losses	-	-	-	-	-
Capital Outlays - Governmental Funds	-	-	-	-	-
Debt Principal Payment - Governmental Funds	-	-	-	-	-
Dwelling Units Rent Expense	-	-	-	-	-
Total Other Expense	<u>477,058</u>	<u>-</u>	<u>327,419</u>	<u>5,791,965</u>	<u>427,482</u>
Total Expenses	<u>3,354,892</u>	<u>(64,346)</u>	<u>349,302</u>	<u>6,477,636</u>	<u>465,159</u>
Other Financing Sources (Uses)					
Operating Transfer In	140,000	-	-	-	-
Operating Transfer Out	(140,000)	-	-	-	-
Operating Transfers from/to Primary Government	-	-	-	-	-
Operating Transfers from/to Component Unit	-	-	-	-	-
Proceeds from Notes, Loans and Bonds	-	-	-	-	-
Proceeds from Property Sales	-	-	-	-	-
Extraordinary Items, Net Gain/Loss	-	-	-	-	-
Special Items (Net Gain/Loss)	-	-	-	-	-
Inter Project Excess Cash Transfer In	-	-	-	-	-
Inter Project Excess Cash Transfer Out	-	-	-	-	-
Transfers between Program and Project - In	-	-	-	-	-
Transfers between Project and Program - Out	-	-	-	-	-
Transfer of Funds	-	-	-	-	-
Transfer of Equity	-	-	-	-	-
Prior Period Adjustments	-	-	-	-	-
Total Other financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Total Revenue Over (Under)					
Total Expenses	<u>(292,806)</u>	<u>85,844</u>	<u>(871)</u>	<u>(230,084)</u>	<u>42,014</u>

Moderate Rehabilitation 14.856	Elimination	Total
-	-	-
-	-	30,000
-	-	-
-	-	-
-	-	30,000
-	-	117,452
-	-	26,502
-	-	-
-	-	23,880
-	-	167,834
-	-	5,674
-	-	18,693
-	-	121,845
-	-	13,332
-	-	-
-	-	28,295
-	-	-
-	-	187,839
-	-	-
-	-	-
-	-	-
22,610	(14,064)	3,567,265
71,459	-	6,699,480
-	-	-
-	-	-
80,005	-	6,284,226
-	-	342,645
-	-	477,058
-	-	-
-	-	-
-	-	-
80,005	-	7,103,929
102,615	(14,064)	10,671,194
-	(140,000)	-
-	140,000	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
(8,546)	-	(404,449)

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Year Ended June 30, 2024

	Public Housing 14.850 & 14.872	Business Activities	14.879 Mainstream Vouchers	Housing Choice Vouchers 14.871	Emergency Housing Voucher 14.EHV
Beginning Net Position	4,638,423	(97,680)	65,909	175,222	63,104
Required Annual Debt Principal Payments	-	-	-	-	-
Prior Period Adjustments, Equity Transfers and Correction of Errors	-	-	-	-	-
Changes in Compensated Absence Balance	-	-	-	-	-
Changes in Contingent Liability Balance	-	-	-	-	-
Changes in Unrecognized Pension Transition Liability	-	-	-	-	-
Changes in Special Term/Severance Benefits Liability	-	-	-	-	-
Changes in Allowance for Doubtful Accounts - Dwelling Rents	-	-	-	-	-
Changes in Allowance for Doubtful Accounts - Other	-	-	-	-	-
Ending Net Position	\$ 4,345,617	\$ (11,836)	\$ 65,038	\$ (54,862)	\$ 105,118
Administrative Fee Equity	\$ -	\$ -	\$ -	\$ (54,862)	\$ -
Housing Assistance Payments Equity	-	-	-	-	-
Unit Months Available	3,180	-	480	5,268	348
Number of Unit Months Leased	3,120	-	288	5,061	308
Excess Cash	1,186,534	-	-	-	-
Land Purchases	-	-	-	-	-
Building Purchases	237,295	-	-	-	-
Furniture & Equipment - Dwelling Purchases	-	-	-	-	-
Furniture & Equipment - Administrative Purchases	-	-	-	-	-
Leasehold Improvements Purchases	-	-	-	-	-
Infrastructure Purchases	-	-	-	-	-
CFFP Debt Service Payments	-	-	-	-	-
Replacement Housing Factor Funds	-	-	-	-	-

Moderate Rehabilitation 14.856	Elimination	Total
8,546	-	4,853,524
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
\$ -	\$ -	\$ 4,449,075
\$ -	\$ -	\$ (54,862)
-	-	-
144	-	9,420
132	-	8,909
-	-	1,186,534
-	-	-
-	-	237,295
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

(concluded)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Public Housing - Consolidated
Year Ended June 30, 2024

	Operating Fund Program	Capital Fund Grants	Other Project Total
Revenues:			
Net Tenant Rental Revenue	\$ 1,738,960	\$ -	\$ 1,738,960
Tenant Revenue - Other	28,685	-	28,685
Total Tenant Revenue	1,767,645	-	1,767,645
HUD PHA Operating Grants	976,835	-	976,835
Capital Grants	-	291,105	291,105
Management Fee	-	-	-
Asset Management Fee	-	-	-
Bookkeeping Fee	-	-	-
Front Line Service Fee	-	-	-
Other Fees	-	-	-
Other Government Grants	-	-	-
Investment Income - Unrestricted	21,944	-	21,944
Mortgage Interest Income	-	-	-
Fraud Recovery	-	-	-
Other Revenue	4,557	-	4,557
Gain or Loss on Sale of Capital Assets	-	-	-
Investment Income - Restricted	-	-	-
Total Revenue	2,770,981	291,105	3,062,086
Expenses:			
Administrative			
Administrative Salaries	480,748	-	480,748
Auditing Fees	9,823	-	9,823
Management Fee	-	-	-
Bookkeeping Fee	-	-	-
Advertising and Marketing	-	-	-
Employee Benefit contributions - Administrative	493,764	-	493,764
Office Expenses	78,383	-	78,383
Legal Expense	4,817	-	4,817
Travel	-	-	-
Allocated Overhead	-	-	-
Other	86,231	-	86,231
Total Administrative	1,153,766	-	1,153,766
Tenant Services			
Tenant Services - Salaries	-	-	-
Relocation Costs	6,253	-	6,253
Employee Benefit - Tenant Services	-	-	-
Tenant Services - Other	1,159	-	1,159
Total Tenant Services	7,412	-	7,412
Utilities			
Water	191,680	-	191,680
Electricity	22,290	-	22,290
Gas	110,641	-	110,641
Sewer	92,650	-	92,650
Employee Benefit - Utilities	-	-	-
Other Utilities Expense	-	-	-
Total Utilities	417,261	-	417,261
Ordinary Maintenance and Operations			
Labor	578,905	-	578,905
Materials and Other	109,809	-	109,809
Contracts	273,732	-	273,732
Employee Benefit Contributions	-	-	-
Total Maintenance	962,446	-	962,446
Protective Services			
Protective Services - Labor	-	-	-
Protective Services - Other Contract Costs	30,000	-	30,000
Protective Services - Other	-	-	-
Employee Benefit - Protective Services	-	-	-
Total Protective Services	30,000	-	30,000

(continued)

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Public Housing - Consolidated
Year Ended June 30, 2024

	Operating Fund Program	Capital Fund Grants	Other Project Total
General Expense			
Property Insurance	117,452	-	117,452
Liability Insurance	17,927	-	17,927
Workmen's Compensation	-	-	-
All Other Insurance	13,883	-	13,883
Total insurance Premiums	<u>149,262</u>	<u>-</u>	<u>149,262</u>
Other General Expenses			
Other General Expenses	3,148	-	3,148
Compensated Absences	19,362	-	19,362
Payments in Lieu of Taxes	121,845	-	121,845
Bad debt - Tenant Rents	13,332	-	13,332
Bad debt - Mortgages	-	-	-
Bad debt - Other	-	-	-
Severance Expense	-	-	-
Total Other General Expenses	<u>157,687</u>	<u>-</u>	<u>157,687</u>
Financial Expenses			
Interest Expense - Mortgage Payable	-	-	-
Amortization of Bond Issue Costs	-	-	-
Total Financial Expenses	<u>-</u>	<u>-</u>	<u>-</u>
Total Operating Expenses	<u>2,877,834</u>	<u>-</u>	<u>2,877,834</u>
Excess of Operating Revenue over Operating Expenses	<u>(106,853)</u>	<u>291,105</u>	<u>184,252</u>
Other Expenses			
Extraordinary Maintenance	-	-	-
Casualty Losses - Non-capitalized	-	-	-
Housing Assistance Payments	-	-	-
HAP Portability-In	-	-	-
Depreciation Expense	477,058	-	477,058
Fraud Losses	-	-	-
Total Other Expense	<u>477,058</u>	<u>-</u>	<u>477,058</u>
Total Expenses	<u>3,354,892</u>	<u>-</u>	<u>3,354,892</u>
Other Financing Sources (Uses)			
Operating Transfer In	140,000	-	140,000
Operating transfer Out	(140,000)	-	(140,000)
Operating Transfers from/to Primary Government	-	-	-
Operating Transfers from/to Component Unit	-	-	-
Proceeds from Notes, Loans and Bonds	-	-	-
Proceeds from Property Sales	-	-	-
Extraordinary Items, Net Gain/Loss	-	-	-
Special Items (Net Gain/Loss)	-	-	-
Inter Project Excess Cash Transfer In	-	-	-
Inter Project Excess Cash Transfer Out	-	-	-
Transfers between Program and Project - In	-	-	-
Transfers between Project and Program - Out	-	-	-
Transfer of Funds	-	-	-
Transfer of Equity	-	-	-
Prior Period Adjustments	-	-	-
Total Other financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Total Revenue Over (Under)			
Total Expenses	<u>(583,911)</u>	<u>291,105</u>	<u>(292,806)</u>
Beginning Net Position	<u>4,638,423</u>	<u>-</u>	<u>4,638,423</u>
Required Annual Debt Principal Payments	-	-	-
Prior Period Adjustments, Equity Transfers and Correction of Errors	-	-	-
Changes in Compensated Absence Balance	-	-	-
Changes in Contingent Liability Balance	-	-	-
Changes in Unrecognized Pension Transition Liability	-	-	-
Changes in Special Term/Severance Benefits Liability	-	-	-
Changes in Allowance for Doubtful Accounts - Dwelling Rents	-	-	-
Changes in Allowance for Doubtful Accounts - Other	-	-	-
Ending Net Position	<u>\$ 4,054,512</u>	<u>\$ 291,105</u>	<u>\$ 4,345,617</u>

City of Flagstaff, Arizona
Financial Data Submission Summary
Revenue, Expense, and Changes in Fund Net Position Accounts
Public Housing - Consolidated
Year Ended June 30, 2024

	Operating Fund Program	Capital Fund Grants	Other Project Total
			(continued)
Administrative Fee Equity	\$ -	\$ -	\$ -
Housing Assistance Payments Equity	-	-	-
Unit Months Available	3,180	-	3,180
Number of Unit Months Leased	3,120	-	3,120
Excess Cash	1,186,534	-	1,186,534
Land Purchases	-	-	-
Building Purchases	237,295	-	237,295
Furniture & Equipment - Dwelling Purchases	-	-	-
Furniture & Equipment - Administrative Purchases	-	-	-
Leasehold Improvements Purchases	-	-	-
Infrastructure Purchases	-	-	-
CFFP Debt Service Payments	-	-	-
Replacement Housing Factor Funds	-	-	-

(concluded)

Statistical Section

This part of the City of Flagstaff's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the city's overall financial health.

<u>Contents:</u>	<u>Page</u>
Financial Trends	142
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
Revenue Capacity	148
These schedules contain information to help the reader assess the City's most significant local revenue source, sales tax.	
Debt Capacity	151
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	165
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	
Operating Information	168
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

Schedule 1
City of Flagstaff
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2014-2015 ⁽¹⁾	2015-2016	2016-2017	2017-2018 ⁽²⁾	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023 ⁽³⁾	2023-2024
Governmental activities										
Net investment in capital assets	\$ 230,658,509	\$ 246,897,365	\$ 245,638,486	\$ 251,337,203	\$ 262,523,967	\$ 275,765,434	\$ 291,276,562	\$ 302,991,379	\$ 326,644,405	\$ 341,358,359
Restricted	53,192,347	60,981,953	86,071,589	86,287,362	81,804,376	90,040,134	115,107,926	168,106,887	163,987,534	192,439,916
Unrestricted	(65,530,075)	(72,922,639)	(92,822,132)	(91,938,637)	(91,237,974)	(84,540,350)	(94,523,757)	(109,783,078)	(77,195,675)	(67,842,688)
Total governmental activities net position	\$ 218,320,781	\$ 234,956,679	\$ 238,887,943	\$ 245,685,928	\$ 253,090,369	\$ 281,265,218	\$ 311,860,731	\$ 361,315,188	\$ 413,436,264	\$ 465,955,587
Business-type activities										
Net investment in capital assets	\$ 311,963,433	\$ 311,644,865	\$ 317,301,221	\$ 327,068,826	\$ 320,224,485	\$ 326,373,816	\$ 349,763,437	\$ 351,090,227	\$ 361,087,976	\$ 381,036,456
Restricted	2,664,263	2,903,553	3,142,245	-	-	-	123,252	1,523,968	1,875,729	1,538,778
Unrestricted	18,390,515	20,537,654	26,426,890	24,117,982	37,550,330	41,842,104	37,896,424	46,701,183	46,658,826	73,642,244
Total business-type activities and net position	\$ 333,018,211	\$ 335,086,072	\$ 346,870,356	\$ 351,186,808	\$ 357,774,815	\$ 368,215,920	\$ 387,783,113	\$ 399,315,378	\$ 409,622,531	\$ 456,217,478
Primary government										
Net investment in capital assets	\$ 542,621,942	\$ 558,542,230	\$ 562,939,707	\$ 578,406,029	\$ 582,748,452	\$ 602,139,250	\$ 641,039,999	\$ 654,081,606	\$ 687,732,381	\$ 722,394,815
Restricted	55,856,610	63,885,506	89,213,834	86,287,362	81,804,376	90,040,134	115,231,178	169,630,855	165,863,263	193,978,694
Unrestricted	(47,139,560)	(52,384,985)	(66,395,242)	(67,820,655)	(53,687,644)	(42,698,246)	(56,627,333)	(63,081,895)	(30,536,849)	5,799,556
Total primary government net position	\$ 551,338,992	\$ 570,042,751	\$ 585,758,299	\$ 596,872,736	\$ 610,865,184	\$ 649,481,138	\$ 699,643,844	\$ 760,630,566	\$ 823,058,795	\$ 922,173,065

(1) In fiscal year 2014-2015, beginning net position was restated due to the implementation of GASB Statement No. 68

(2) In fiscal year 2017-2018, beginning net position was restated due to the implementation of GASB Statement No. 75

(3) In fiscal year 2022-2023, beginning net position was restated due to prior period corrections

Source: Statement of Net Position prepared for the ACFR.

Schedule 2
City of Flagstaff
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Expenses										
Governmental activities:										
General government	\$ 17,625,846	\$ 17,210,187	\$ 19,320,158	\$ 20,893,077	\$ 20,428,990	\$ 18,404,198	\$ 17,978,407	\$ 21,949,232	\$ 24,482,695	\$ 31,281,674
Public safety	35,255,450	34,711,251	42,090,228	39,801,651	42,341,569	44,262,923	44,568,463	37,540,112	37,169,436	44,099,384
Public works	1,664,308	1,650,323	1,895,576	1,477,756	1,982,339	2,130,869	1,788,521	1,157,825	2,389,867	3,159,548
Economic and physical development	9,343,417	10,259,240	9,833,154	10,401,134	10,295,023	11,019,964	11,843,707	10,082,513	11,687,092	13,449,562
Culture and recreation	12,511,424	12,974,830	13,563,829	14,521,931	14,138,231	15,631,659	13,206,098	14,373,497	15,847,143	17,328,795
Highways and streets	18,174,944	13,059,212	15,849,094	16,992,461	19,316,189	17,417,183	19,486,590	18,787,236	20,298,481	23,301,753
Interest on long-term debt	2,944,000	2,295,418	2,743,633	2,623,267	2,163,451	2,076,671	4,009,038	4,738,717	4,356,878	4,237,900
Total governmental activities expense	97,519,389	92,160,461	105,295,672	106,711,277	110,665,792	110,943,467	112,880,824	108,629,132	116,231,592	136,858,616
Business-type activities:										
Water	14,307,902	14,674,337	15,454,108	15,173,129	16,152,593	18,421,251	18,668,402	18,450,588	21,614,190	20,299,718
Wastewater and reclaimed	10,879,594	10,490,816	11,150,309	11,055,308	10,992,004	10,045,850	10,554,029	9,239,327	10,299,517	9,988,444
Environmental	12,071,509	12,087,144	12,337,663	17,913,116	12,533,960	12,643,566	13,268,587	13,226,083	17,923,511	16,812,868
Airport	4,540,208	4,307,615	5,080,905	4,790,967	4,833,095	5,553,096	5,342,801	3,816,045	6,332,676	7,495,903
Housing authority	6,084,019	6,125,950	6,657,398	6,981,632	7,241,036	7,687,704	8,031,804	7,593,877	9,599,933	10,671,194
Stormwater	1,184,464	1,245,532	1,180,230	1,437,221	1,401,054	1,431,353	1,594,807	5,531,725	3,716,379	3,990,866
Total business-type activities expense	49,067,696	48,931,394	51,860,613	57,351,373	53,153,742	55,782,820	57,460,430	57,857,645	69,486,206	69,258,995
Total primary government expense	\$ 146,587,085	\$ 141,091,855	\$ 157,156,285	\$ 164,062,650	\$ 163,819,534	\$ 166,726,287	\$ 170,341,254	\$ 166,486,777	\$ 185,717,798	\$ 206,117,611
Program Revenues										
Governmental activities:										
Charges for services:										
General government	\$ 3,091,342	\$ 3,241,987	\$ 3,143,969	\$ 2,685,942	\$ 2,759,870	\$ 2,418,517	\$ 2,431,158	\$ 2,307,704	\$ 2,260,868	\$ 2,596,385
Public safety	879,755	647,910	832,352	888,558	885,484	665,670	2,134,346	2,321,251	1,822,767	1,934,360
Public works	520	605	740	940	6,160	1,198	135	-	-	-
Economic and physical development	2,329,258	3,767,060	3,785,805	4,334,694	4,284,343	6,152,909	6,560,474	7,018,630	5,508,450	5,189,305
Culture and recreation	1,605,120	1,633,338	1,785,874	1,845,794	1,754,950	1,264,523	413,078	1,071,489	1,446,674	1,504,553
Highways and streets	-	-	173,960	1,346,238	1,547,532	1,326,992	514,833	1,522,627	1,485,082	1,370,540
Operating grants and contributions	6,670,678	7,726,612	7,723,935	7,220,425	7,685,026	15,851,393	11,136,533	19,526,671	8,456,730	12,065,582
Capital grants and contributions	13,008,629	11,806,049	8,774,146	11,096,549	10,023,919	11,977,909	14,728,894	11,456,613	16,130,164	18,497,768
Total governmental activities program revenues	27,585,302	28,823,561	26,220,781	29,419,140	28,947,284	39,659,111	37,919,451	45,224,985	37,110,735	43,158,493
Business-type activities:										
Charges for services:										
Water	14,043,177	14,589,041	15,973,118	16,156,035	16,219,453	17,480,478	18,463,575	17,422,686	17,649,831	18,847,200
Wastewater and reclaimed	8,907,760	9,387,949	9,943,603	10,594,304	11,137,492	11,388,928	12,321,969	12,344,602	11,856,017	12,273,995
Environmental	12,646,619	12,760,747	13,047,045	12,891,528	12,674,791	12,863,428	14,231,558	15,528,266	15,307,675	16,019,244
Airport	1,528,202	1,603,852	1,503,945	1,624,593	1,741,470	1,641,859	1,549,584	2,547,919	2,012,845	2,228,864
Housing authority	1,027,945	1,455,715	1,605,422	1,824,876	2,025,923	2,220,494	2,344,871	2,333,587	2,538,893	2,171,135
Stormwater	1,466,347	1,495,296	1,598,913	2,109,364	2,704,123	4,383,791	4,413,157	4,456,851	4,738,735	5,907,117
Operating grants and contributions	4,742,685	4,775,797	4,953,619	4,806,729	5,359,352	6,826,998	8,368,732	9,120,361	11,907,101	18,077,493
Capital grants and contributions	4,749,158	4,339,777	13,162,230	10,117,475	4,523,132	6,000,761	11,476,527	3,996,971	8,520,350	32,130,828
Total business-type activities program revenues	49,111,893	50,408,174	61,787,895	60,124,904	56,385,736	62,806,737	73,169,973	67,751,243	74,531,447	107,655,876
Total primary government program revenues	\$ 76,697,195	\$ 79,231,735	\$ 88,008,676	\$ 89,544,044	\$ 85,333,020	\$ 102,465,848	\$ 111,089,424	\$ 112,976,228	\$ 111,642,182	\$ 150,814,369

Schedule 2 (continued)
City of Flagstaff
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Net (Expense)/Revenue										
Governmental activities	\$ (69,934,087)	\$ (63,336,900)	\$ (79,074,891)	\$ (77,292,137)	\$ (81,718,508)	\$ (71,284,356)	\$ (74,961,373)	\$ (63,404,147)	\$ (79,120,857)	\$ (93,700,123)
Business-type activities	44,197	1,476,780	9,927,282	2,773,531	3,231,994	7,023,917	15,709,543	9,893,598	5,045,241	38,396,881
Total primary government net expense	<u>\$ (69,889,890)</u>	<u>\$ (61,860,120)</u>	<u>\$ (69,147,609)</u>	<u>\$ (74,518,606)</u>	<u>\$ (78,486,514)</u>	<u>\$ (64,260,439)</u>	<u>\$ (59,251,830)</u>	<u>\$ (53,510,549)</u>	<u>\$ (74,075,616)</u>	<u>\$ (55,303,242)</u>
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property taxes	\$ 11,211,038	\$ 11,339,774	\$ 11,674,553	\$ 12,482,546	\$ 13,541,400	\$ 14,100,719	\$ 14,358,593	\$ 14,943,139	\$ 15,342,909	\$ 15,806,237
Sales taxes	42,539,371	48,343,259	53,582,850	53,833,727	52,515,201	60,666,358	69,893,143	77,098,861	81,305,031	83,501,974
State shared sales taxes - unrestricted	16,683,665	17,080,154	18,139,582	19,024,571	19,400,339	20,664,280	23,958,572	25,466,219	30,874,399	36,569,450
Investment earnings	1,179,131	1,668,431	(447,324)	(477,888)	5,097,974	5,415,354	(564,917)	(5,379,619)	4,061,170	12,631,789
Miscellaneous	645,571	1,404,390	1,123,129	2,059,029	692,049	578,352	924,099	1,574,470	691,097	1,488,996
Gain on sale of capital assets	65,201	-	-	121,321	4,626	76,017	32,710	12,790	49,505	51,664
Contributions to permanent fund	16,821	15,470	6,950	8,490	26,460	17,590	19,910	23,000	12,030	9,670
Transfers in (out)	(1,407,710)	121,320	(1,073,585)	(1,240,613)	(2,155,100)	(2,059,465)	(3,065,224)	(880,256)	566,934	(3,840,334)
Total governmental activities	<u>70,933,088</u>	<u>79,972,798</u>	<u>83,006,155</u>	<u>85,811,183</u>	<u>89,122,949</u>	<u>99,459,205</u>	<u>105,556,886</u>	<u>112,858,604</u>	<u>132,903,075</u>	<u>146,219,446</u>
Business-type activities:										
Investment earnings	303,863	336,685	406,101	588,404	1,077,312	1,159,898	545,272	526,570	2,440,996	4,190,611
Miscellaneous	1,119,502	375,716	377,316	270,192	123,601	197,825	200,014	148,041	198,119	141,271
Gain (loss) on sale of capital assets	493,358	-	-	122,837	-	-	47,140	83,800	700	25,850
Transfers in (out)	1,407,710	(121,320)	1,073,585	1,240,613	2,155,100	2,059,465	3,065,224	880,256	(566,934)	3,840,334
Total business-type activities	<u>3,324,433</u>	<u>591,081</u>	<u>1,857,002</u>	<u>2,222,046</u>	<u>3,356,013</u>	<u>3,417,188</u>	<u>3,857,650</u>	<u>1,638,667</u>	<u>2,072,881</u>	<u>8,198,066</u>
Total primary government	<u>\$ 74,257,521</u>	<u>\$ 80,563,879</u>	<u>\$ 84,863,157</u>	<u>\$ 88,033,229</u>	<u>\$ 92,478,962</u>	<u>\$ 102,876,393</u>	<u>\$ 109,414,536</u>	<u>\$ 114,497,271</u>	<u>\$ 134,975,956</u>	<u>\$ 154,417,512</u>
Change in Net Position										
Governmental activities	\$ 999,001	\$ 16,635,898	\$ 3,931,264	\$ 8,519,046	\$ 7,404,441	\$ 28,174,849	\$ 30,595,513	\$ 49,454,457	\$ 53,782,218	\$ 52,519,323
Business-type activities	3,368,630	2,067,861	11,784,284	4,995,577	6,588,007	10,441,105	19,567,193	11,532,265	7,118,122	46,594,947
Total primary government	<u>\$ 4,367,631</u>	<u>\$ 18,703,759</u>	<u>\$ 15,715,548</u>	<u>\$ 13,514,623</u>	<u>\$ 13,992,448</u>	<u>\$ 38,615,954</u>	<u>\$ 50,162,706</u>	<u>\$ 60,986,722</u>	<u>\$ 60,900,340</u>	<u>\$ 99,114,270</u>

Source: From Statement of Activities prepared for ACFR.

Schedule 3
City of Flagstaff
Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
General Fund										
Nonspendable	\$ 323,792	\$ 335,134	\$ 342,576	\$ 371,817	\$ 265,682	\$ 252,089	\$ 350,993	\$ 3,277,832	\$ 4,545,716	\$ 5,120,574
Restricted	1,951,220	2,255,454	1,750,086	2,338,644	2,646,337	3,109,659	2,956,942	3,690,261	4,249,634	3,458,460
Assigned	8,192,178	8,903,561	8,011,051	6,879,808	5,527,570	4,936,669	4,954,453	5,379,329	5,515,562	5,696,818
Unassigned	23,153,900	27,425,564	30,361,068	27,458,215	31,212,732	44,386,623	56,817,489	62,880,985	65,293,485	75,365,844
Total general fund	<u>\$ 33,621,090</u>	<u>\$ 38,919,713</u>	<u>\$ 40,464,781</u>	<u>\$ 37,048,484</u>	<u>\$ 39,652,321</u>	<u>\$ 52,685,040</u>	<u>\$ 65,079,877</u>	<u>\$ 75,228,407</u>	<u>\$ 79,604,397</u>	<u>\$ 89,641,696</u>
All Other Governmental Funds										
Nonspendable	\$ 293,238	\$ 8,379,744	\$ 309,428	\$ 318,437	\$ 664,118	\$ 664,652	\$ 392,298	\$ 518,817	\$ 511,932	\$ 529,629
Restricted	51,003,624	47,948,587	81,723,554	82,267,232	78,490,415	86,291,252	110,475,662	132,668,193	145,997,919	197,571,968
Assigned	-	-	2,078,968	1,864,086	3,101,098	3,235,171	3,415,545	4,237,469	5,844,695	6,211,290
Unassigned	(282,178)	(2,934,084)	(2,669,832)	(70,068)	(77,271)	(3,013,281)	(465,007)	(580,869)	(2,047,565)	(420,304)
Total all other governmental funds	<u>\$ 51,014,684</u>	<u>\$ 53,394,247</u>	<u>\$ 81,442,118</u>	<u>\$ 84,379,687</u>	<u>\$ 82,178,360</u>	<u>\$ 87,177,794</u>	<u>\$ 113,818,498</u>	<u>\$ 136,843,610</u>	<u>\$ 150,306,981</u>	<u>\$ 203,892,583</u>

Schedule 4
City of Flagstaff
Changes in Fund Balances, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Revenues:										
Taxes	\$ 53,725,196	\$ 59,711,556	\$ 65,263,433	\$ 66,323,666	\$ 65,994,613	\$ 74,787,774	\$ 84,239,882	\$ 92,014,905	\$ 96,651,373	\$ 99,316,560
Intergovernmental	20,549,000	21,355,708	22,504,605	23,382,237	24,156,065	25,595,311	29,000,278	30,456,912	36,537,333	42,908,370
Grants and entitlements	13,483,604	11,023,491	10,850,138	11,536,639	11,492,794	19,395,450	15,172,507	24,480,250	12,561,366	16,265,599
Charges for services	2,986,151	4,747,237	3,454,567	4,470,735	5,074,859	4,168,019	4,248,292	6,077,766	6,058,460	5,705,464
Special assessments	1,857,884	2,916,164	202,243	2,031,111	-	-	-	-	-	-
Licenses and permits	1,866,792	3,153,135	3,013,367	3,794,725	3,338,493	5,135,611	5,336,572	5,760,170	4,044,768	4,384,936
Fines and forfeitures	1,389,663	1,524,856	1,430,686	1,350,689	1,416,062	1,217,311	932,592	789,819	747,455	776,922
Rents	1,660,635	1,696,070	1,805,457	1,493,712	1,491,859	1,474,631	1,442,760	1,576,849	1,685,310	1,717,730
Investment earnings	1,145,686	1,636,650	(476,690)	(506,658)	5,037,413	5,362,308	(597,587)	(5,363,261)	3,909,568	12,262,268
Contributions	368,057	1,962,364	869,484	634,077	457,752	1,207,925	1,536,546	996,751	5,109,349	1,780,055
Miscellaneous	645,571	1,404,390	1,123,129	2,015,501	712,452	496,703	866,789	1,433,062	692,125	962,313
Total revenues	<u>99,678,239</u>	<u>111,131,621</u>	<u>110,040,419</u>	<u>116,526,434</u>	<u>119,172,362</u>	<u>138,841,043</u>	<u>142,178,631</u>	<u>158,223,223</u>	<u>167,997,107</u>	<u>186,080,217</u>
Expenditures:										
General government	14,974,692	14,561,513	16,652,590	19,536,579	20,981,728	18,273,876	16,878,564	21,222,146	23,514,815	30,731,019
Public safety	27,583,880	30,074,183	30,849,989	32,472,034	35,849,066	38,925,229	149,188,134	33,004,281	35,160,474	41,825,933
Public works	1,216,083	1,207,776	1,472,485	1,254,865	1,471,557	1,472,864	1,213,180	939,484	1,730,148	2,473,780
Economic and physical development	8,506,794	9,530,781	8,989,673	10,136,274	10,244,779	10,568,736	10,519,174	10,195,237	11,234,315	13,038,942
Culture and recreation	11,029,832	11,441,848	11,854,511	12,629,499	12,169,197	13,360,279	11,057,344	13,181,208	14,311,299	15,784,921
Highways and streets	8,035,221	5,916,632	8,443,609	7,504,589	10,135,258	7,781,311	9,498,332	8,471,610	9,045,448	12,816,653
Debt service:										
Principal retirement	8,313,298	12,980,269	14,154,904	6,998,627	10,883,271	9,486,466	10,705,542	13,555,652	14,350,577	12,204,811
Interest and other charges	2,798,182	2,520,596	2,534,621	2,679,888	2,560,775	2,348,940	4,812,854	5,362,495	5,007,111	4,732,699
Capital outlay	16,944,654	16,090,690	14,002,895	40,661,963	13,351,467	35,522,798	21,468,334	19,117,039	31,109,024	36,352,058
Total expenditures	<u>99,402,636</u>	<u>104,324,288</u>	<u>108,955,277</u>	<u>133,874,318</u>	<u>117,647,098</u>	<u>137,740,499</u>	<u>235,341,458</u>	<u>125,049,152</u>	<u>145,463,211</u>	<u>169,960,816</u>
Excess of revenues over (under) expenditures	275,603	6,807,333	1,085,142	(17,347,884)	1,525,264	1,100,544	(93,162,827)	33,174,071	22,533,896	16,119,401
Other Financing Sources (Uses):										
Refunding bonds issued	-	-	-	-	-	-	-	-	-	3,305,000
Loan issuance	-	-	-	-	-	-	3,094,937	84,282	4,097	729,715
Bond issuance	-	204,956	26,168,531	9,700,000	-	14,935,000	131,000,000	-	-	36,785,000
Bond premium	-	-	3,500,813	449,519	-	1,628,687	-	-	-	3,743,601
Sale of capital assets	3,013,051	5,325	-	121,200	20,995	307,013	42,805	23,140	45,502	39,000
Subscription financing	-	-	-	-	-	-	-	-	170,805	453,945
Transfers in	17,376,813	15,891,921	22,308,323	27,563,166	15,966,592	21,404,875	17,810,600	38,437,815	29,977,954	30,526,431
Transfers out	(16,384,283)	(15,231,349)	(23,469,870)	(20,964,729)	(17,110,341)	(21,343,966)	(19,749,974)	(38,545,666)	(30,380,672)	(28,169,192)
Total other financing sources (uses)	<u>4,005,581</u>	<u>870,853</u>	<u>28,507,797</u>	<u>16,869,156</u>	<u>(1,122,754)</u>	<u>16,931,609</u>	<u>132,198,368</u>	<u>(429)</u>	<u>(182,314)</u>	<u>47,413,500</u>
Net change in fund balances	<u>\$ 4,281,184</u>	<u>\$ 7,678,186</u>	<u>\$ 29,592,939</u>	<u>\$ (478,728)</u>	<u>\$ 402,510</u>	<u>\$ 18,032,153</u>	<u>\$ 39,035,541</u>	<u>\$ 33,173,642</u>	<u>\$ 22,351,582</u>	<u>\$ 63,532,901</u>
Debt service as a percentage of non capital expenditures	13.48%	17.57%	17.58%	10.38%	12.89%	11.58%	7.26%	17.86%	16.93%	12.68%

Schedule 5
City of Flagstaff
Tax Revenue by Source, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(dollars in thousands)

<u>Fiscal Year</u>	<u>General Property Tax</u>	<u>Secondary Property Tax</u>	<u>Franchise and Other Taxes</u>	<u>City Sales Tax</u>	<u>Bed, Board and Booze Tax</u>	<u>Transportation Tax</u>	<u>Total</u>
2014-2015	\$ 5,597	\$ 5,586	\$ 2,467	\$ 17,845	\$ 7,022	\$ 15,208	\$ 53,725
2015-2016	5,650	5,719	2,567	19,090	7,539	19,147	59,712
2016-2017	5,764	5,916	2,439	21,174	8,642	21,328	65,263
2017-2018	6,206	6,284	2,504	21,128	8,602	21,600	66,324
2018-2019	6,732	6,748	2,231	20,508	8,893	20,883	65,995
2019-2020	6,886	7,236	2,367	22,588	7,991	27,720	74,788
2020-2021	6,961	7,386	2,156	26,535	9,655	31,547	84,240
2021-2022	7,112	7,804	2,387	28,833	11,465	34,414	92,015
2022-2023	7,110	8,236	2,594	29,951	12,237	36,523	96,651
2023-2024	7,188	8,627	2,487	30,897	12,473	37,645	99,317
Change 2015-2024	28.43%	54.44%	0.81%	73.14%	77.63%	147.53%	84.86%

Schedule 6
City of Flagstaff
Intergovernmental Revenue by Source, Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	State Sales Tax	State Income Tax	County Auto In-Lieu Tax	Highway User Tax	Federal Grants	State Grants & Other State	County LEAF IGA	County Library District Funding	Other	Total
2014-2015	\$ 6,019,776	\$ 7,973,971	\$ 2,689,916	\$ 6,884,173	\$ 4,993,449	\$ 1,605,982	\$ 800,478	\$ 2,969,669	\$ 95,190	\$ 34,032,604
2015-2016	6,238,827	7,930,739	2,910,589	7,292,355	2,867,675	863,461	902,472	3,088,137	284,944	32,379,199
2016-2017	6,445,302	8,603,145	3,091,134	7,982,504	2,129,657	737,977	943,955	3,210,071	210,998	33,354,743
2017-2018	6,868,398	8,850,877	3,305,297	8,206,025	2,269,467	1,173,691	855,094	3,307,497	82,530	34,918,876
2018-2019	7,256,536	8,716,163	3,427,640	8,463,878	2,093,085	935,832	942,929	3,536,147	276,649	35,648,859
2019-2020	7,649,078	9,564,616	3,450,585	8,504,478	9,724,980	1,003,118	974,153	3,721,854	397,899	44,990,761
2020-2021	9,037,429	10,723,977	4,197,164	9,191,151	4,583,681	1,178,620	1,003,560	3,837,589	419,614	44,172,785
2021-2022	11,264,581	10,075,723	4,125,915	9,386,281	12,026,821	2,831,003	955,240	3,708,383	563,215	54,937,162
2022-2023	11,938,137	14,604,933	4,331,329	9,540,729	1,678,730	1,133,609	993,092	4,301,218	576,922	49,098,699
2023-2024	12,040,345	20,114,712	4,414,392	10,276,958	3,090,832	2,631,433	1,130,238	4,522,848	952,211	59,173,969

Schedule 7
City of Flagstaff
Full Cash Value of Taxable Property
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	Centrally Valued Property	Commercial Property	Vacant, Agricultural, and Government Property	Residential Property	Less: Tax-exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2014-2015	\$ 28,918,421	\$ 216,249,681	\$ 122,819,958	\$ 389,760,175	\$ 87,051,955	\$ 670,696,280	1.6784
2015-2016	30,001,651	213,936,440	118,870,069	407,295,824	85,375,654	684,728,330	1.6600
2016-2017	29,490,371	210,941,591	115,626,316	431,150,697	84,441,034	702,767,941	1.6487
2017-2018	30,300,264	227,822,946	118,921,886	459,321,914	86,748,769	749,618,241	1.6599
2018-2019	33,970,672	242,751,472	116,942,479	494,641,965	83,469,737	804,836,851	1.6700
2019-2020	33,818,400	261,374,313	118,307,041	540,204,785	84,897,892	868,806,647	1.6299
2020-2021	33,985,335	275,149,838	122,861,079	583,857,312	90,088,474	925,765,090	1.5510
2021-2022	35,070,782	287,022,502	127,406,770	625,128,467	95,131,815	979,496,706	1.5186
2022-2023	36,112,626	286,818,683	134,226,219	669,816,599	102,096,631	1,024,877,496	1.4954
2023-2024	36,214,516	298,703,756	141,151,498	708,963,134	105,807,708	1,079,225,196	1.4634

Source: State of Arizona Department of Revenue, State and County Abstract of the Assessment Roll

Note: A portion of city property is reassessed every year. Property is assessed at actual value, therefore, the assessed values are equal to actual value. Tax rates are per \$100 of assessed value.

Schedule 8
City of Flagstaff
City Taxable Revenue for Major Categories
Last Ten Fiscal Years
(dollars in thousands)

	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Construction	\$ 191,297	\$ 176,741	\$ 184,381	\$ 266,900	\$ 188,160	\$ 199,152	\$ 235,259	\$ 241,236	\$ 265,898	\$ 321,733
Restaurants and bars	243,560	251,654	260,364	281,133	289,846	282,089	293,283	364,907	390,363	406,768
Hotel/motel	108,913	120,995	131,310	146,306	152,568	135,330	159,293	207,396	216,741	217,261
Retail and auto sales	852,696	946,522	955,737	1,037,300	1,001,331	1,134,082	1,393,663	1,535,849	1,564,107	1,605,247
Other	213,248	246,500	269,232	274,981	286,815	361,541	406,871	423,798	449,181	373,207
Utilities	109,578	108,474	104,115	107,164	107,320	103,512	104,871	114,060	125,228	127,129
Total	\$ 1,719,292	\$ 1,850,886	\$ 1,905,139	\$ 2,113,784	\$ 2,026,040	\$ 2,215,706	\$ 2,593,240	\$ 2,887,246	\$ 3,011,518	\$ 3,051,345

Notes:

(1) Data is based on collections versus the accrual basis.

Schedule 9
City of Flagstaff
Direct and Overlapping Property Tax Rates,
Last Ten Fiscal Years
(rate per \$100 of assessed value)

	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total City	1.6784	1.6600	1.6487	1.6599	1.6700	1.6299	1.5510	1.5186	1.4954	1.4634
Primary	0.8418	0.8234	0.8121	0.8233	0.8334	0.7933	0.7510	0.7186	0.6954	0.6634
Secondary	0.8366	0.8366	0.8366	0.8366	0.8366	0.8366	0.8000	0.8000	0.8000	0.8000
School District	5.1867	5.4555	5.5681	5.1816	5.1475	5.1174	4.9676	4.8236	4.7759	4.8443
Primary	3.7886	4.0824	4.2405	4.0143	3.8173	3.7092	3.5832	3.4548	3.5812	3.4679
Deopout Prevention	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0072
Desegregation	0.0000	0.0000	0.0000	0.0000	0.1843	0.1719	0.1618	0.1535	0.1461	0.1391
Adjacent Ways	0.0259	0.0216	0.0284	0.0392	0.0000	0.0000	0.0361	0.0366	0.0326	0.0310
M&O Override	0.7138	0.7265	0.737	0.7120	0.7070	0.6672	0.6387	0.5793	0.5397	0.6013
Capital Override	0.0357	0.1735	0.1219	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Class B Bond	0.6227	0.4515	0.4403	0.4161	0.4389	0.5691	0.5478	0.5994	0.4763	0.5978
Community College	0.6056	0.6105	0.6214	0.6142	0.5959	0.4592	0.4490	0.4394	0.5209	0.6056
Maintenance	0.4788	0.4864	0.4909	0.4816	0.4741	0.4592	0.4490	0.4394	0.5209	0.6056
Bond	0.1268	0.1241	0.1305	0.1326	0.1218	0.0000	0.0000	0.0000	0.0000	0.0000
County	0.9202	0.9291	0.9344	0.9234	0.9145	0.8969	0.8849	0.8736	1.6250	1.6265
General Fund	0.5646	0.5735	0.5788	0.5678	0.5589	0.5413	0.5293	0.5180	0.5094	0.5009
Library District	0.2556	0.2556	0.2556	0.2556	0.2556	0.2556	0.2556	0.2556	0.2656	0.2756
Flood Control	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.5000	0.5000
Public Health Services	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.2500	0.2500
Fire District Assistance	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
Total	8.3909	8.6551	8.7726	8.3791	8.3279	8.1034	7.8525	7.6552	8.4172	8.5398

Note: Tax rates are per \$100 assessed valuation.

Schedule 10
City of Flagstaff
Principal Property Tax Payers
Current Year and Ten Years Ago

Taxpayer *	2023-2024			2013-2014		
	Total Assessed Value	Rank	As a Percentage of the City Total Secondary Assessed Valuation	Total Assessed Value	Rank	As a Percentage of the City Total Secondary Assessed Valuation
Arizona Public Service Company	\$ 22,111,158	1	2.05%	\$ 16,979,201	1	2.53%
W L Gore & Associates	18,219,094	2	1.69%	13,395,589	2	2.00%
Standard at Flagstaff LLC	9,637,220	3	0.89%	-		0.00%
Nestle Purina PetCare Co.	9,621,554	4	0.89%	4,569,652	3	0.68%
CCC-Flagstaff LLC	8,426,760	5	0.78%	-		0.00%
CA Student Living Flagstaff Holdings, LLC	6,765,640	6	0.63%	-		0.00%
Unisource Energy Corporation	6,212,099	7	0.58%	2,433,440	8	0.36%
Little America Hotels & Resorts Inc.	5,430,777	8	0.50%	-		0.00%
NNC VAP DE LLC	5,418,039	9	0.50%	-		0.00%
Core Campus Flagstaff LLC	5,308,430	10	0.49%	-		0.00%
Wal-Mart Stores	4,185,689	11	0.39%	3,569,153	4	0.53%
Ridge at Clear Creek Apts. LLC	3,608,904	12	0.33%	2,215,553	10	0.33%
WCW Mountain Trail LP	3,597,232	13	0.33%	-		0.00%
Buffalo Park Housing Partners LLC	3,484,891	14	0.32%	-		0.00%
Elevation Flagstaff AZ LLC	3,451,640	15	0.32%	-		0.00%
Cypress Flagstaff Mall LP	3,016,783	16	0.28%	-		0.00%
Total Principal Taxpayers	<u>\$ 118,495,910</u>		<u>10.97%</u>	<u>\$ 43,162,588</u>		<u>6.43%</u>

Source: Coconino County Assessor Office

Schedule 11
City of Flagstaff
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2014-2015	\$ 11,199,924	\$ 11,002,896	98.2%	\$ 163,151	\$ 11,166,047	99.7%
2015-2016	11,344,815	11,156,213	98.3%	149,679	11,296,768	99.6%
2016-2017	11,708,122	11,500,020	98.2%	166,345	11,666,365	99.6%
2017-2018	12,459,025	12,297,839	98.7%	151,057	12,448,896	99.9%
2018-2019	13,527,514	13,311,900	98.4%	157,020	13,468,920	99.6%
2019-2020	14,158,001	13,834,856	97.7%	264,807	14,099,663	99.6%
2020-2021	14,367,679	14,129,497	98.3%	204,019	14,333,516	99.8%
2021-2022	14,845,646	14,639,562	98.6%	195,272	14,834,834	99.9%
2022-2023	15,393,949	15,199,190	98.7%	183,923	15,383,113	99.9%
2023-2024	15,763,665	15,582,985	98.9%	-	15,582,985	98.9%

Schedule 12
City of Flagstaff
Direct and Overlapping Sales Tax Rates
Last Ten Fiscal Years

Fiscal Year	City			State of Arizona	Coconino County	Total
	General Sales Tax	Bed, Board & Beverage	Transportation			
2014-2015	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2015-2016	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2016-2017	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2017-2018	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2018-2019	1.0000%	2.0000%	1.0510%	5.6000%	1.3000%	10.9510%
2019-2020	1.0000%	2.0000%	1.2810%	5.6000%	1.3000%	11.1810%
2020-2021	1.0000%	2.0000%	1.2810%	5.6000%	1.3000%	11.1810%
2021-2022	1.0000%	2.0000%	1.2810%	5.6000%	1.3000%	11.1810%
2022-2023	1.0000%	2.0000%	1.2810%	5.6000%	1.3000%	11.1810%
2023-2024	1.0000%	2.0000%	1.2810%	5.6000%	1.3000%	11.1810%

Source: City of Flagstaff - Sales Tax / Business Licenses
<http://www.flagstaff.az.gov/index.aspx?nid=53>

Schedule 13
City of Flagstaff
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(dollars in thousands, except per capita)

Fiscal Year	Governmental Activities						Business-Type Activities						Total Primary Government	Percentage of Personal Income	Per Capita
	General Obligation Bonds	Special Assessment Bonds	Revenue Bonds	Loan Payable	Municipal Facility Corporation Bonds	COP Leases Other	General Obligation Debt	Revenue Bonds	Term Loan Payable	COP Leases Other					
2014-2015	\$ 50,857	\$ 6,737	\$ 15,781	\$ -	\$ 860	\$ 3,625	\$ 1,441	\$ 3,285	\$ 31,909	\$ 3,972	\$ 118,467	2.4%	\$ 1,755		
2015-2016	45,820	2,245	13,495	-	-	3,226	1,375	-	32,800	3,489	102,450	1.9%	1,476		
2016-2017	52,695	2,148	21,468	-	-	3,689	1,308	-	30,346	2,984	114,638	1.9%	1,600		
2017-2018	48,934	2,046	28,895	-	-	2,944	1,238	17,129	11,787	6,551	119,524	2.0%	1,638		
2018-2019	43,122	-	26,081	-	-	2,170	1,166	25,707	10,017	6,823	115,086	1.8%	1,540		
2019-2020	49,479	-	22,779	-	-	5,485	1,092	24,750	6,884	6,303	116,772	1.6%	1,530		
2020-2021	43,232	-	19,525	3,095	-	134,549	1,016	23,202	6,245	5,463	236,327	3.0%	3,046		
2021-2022	36,972	-	18,423	2,958	-	128,380	936	29,242	764	5,036	222,711	2.7%	2,870		
2022-2023	30,742	-	17,223	2,736	-	121,874	-	25,479	676	4,606	203,336	2.2%	2,522		
2023-2024	70,078	-	15,968	3,236	-	115,737	-	21,965	18,255	4,126	249,365	2.7%	3,095		

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Note: These amounts are presented on the accrual basis of accounting.

Schedule 14
City of Flagstaff
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years
(dollars in thousands, except per capita)

Fiscal Year	General Bonded Debt Outstanding			Total	Percentage of Actual Taxable Value of Property	Per Capita
	Governmental Activities General Obligation Bonds	Business-Type Activities General Obligation Bonds	Restricted for General Obligation Bonds			
2014-2015	\$ 48,920	\$ 1,441	\$ (14,091)	\$ 36,270	5.4%	523
2015-2016	43,817	1,375	(13,204)	31,988	4.7%	453
2016-2017	48,520	1,308	(6,164)	43,664	6.2%	609
2017-2018	44,900	1,238	(7,149)	38,989	5.2%	534
2018-2019	39,414	1,166	(6,880)	33,700	4.2%	451
2019-2020	44,893	1,092	(7,143)	38,842	4.5%	509
2020-2021	39,287	1,015	(7,250)	33,052	3.6%	426
2021-2022	33,725	936	(7,722)	26,939	2.8%	342
2022-2023	27,850	-	(7,774)	20,076	2.0%	252
2023-2024	63,760	-	(11,076)	52,684	4.9%	654

Note: These amounts are presented on the accrual basis of accounting.

Schedule 15
 City of Flagstaff
 Direct and Overlapping Governmental Activities Debt
(dollars in thousands, except per capita)

<u>Governmental Unit</u>	Debt Outstanding	<u>Estimated Percentage Applicable*</u>	<u>Estimated Share of Overlapping Debt</u>
Debt repaid with property taxes			
Flagstaff Unified School District	\$ 76,690	72.44%	\$ 55,552
City direct debt			<u>205,019</u>
Total direct and overlapping debt			<u><u>\$ 260,571</u></u>

Source: Assessed value data used to estimate applicable percentages provided by the Coconino Finance Department. Debt outstanding data provided by each governmental unit.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Flagstaff. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

* For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the City's boundaries and dividing it by each unit's total taxable assessed value.

Schedule 16
City of Flagstaff
Legal Debt Margin Information
Last Ten Fiscal Years
(dollars in thousands)

	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
20% Debt Limit:										
Debt limit equal to 20% of assessed valuation	\$ 134,139	\$ 136,946	\$ 140,554	\$ 149,924	\$ 160,967	\$ 173,761	\$ 185,153	\$ 195,899	\$ 204,975	\$ 215,845
Total net debt applicable to 20% limit	50,361	45,193	49,828	46,137	40,579	45,985	40,302	34,661	27,850	53,760
Legal debt margin (Available borrowing capacity)	<u>\$ 83,778</u>	<u>\$ 91,753</u>	<u>\$ 90,726</u>	<u>\$ 103,787</u>	<u>\$ 120,388</u>	<u>\$ 127,776</u>	<u>\$ 144,851</u>	<u>\$ 161,238</u>	<u>\$ 177,125</u>	<u>\$ 162,085</u>
Total net debt applicable to the 20% limit as a percentage of legal debt margin	60.11%	49.26%	54.92%	44.45%	33.70%	35.99%	27.82%	21.50%	15.72%	33.17%
6% Debt Limit:										
Debt limit equal to 6% of assessed valuation	\$ 40,242	\$ 41,084	\$ 42,166	\$ 44,977	\$ 48,290	\$ 52,128	\$ 55,546	\$ 58,770	\$ 61,493	\$ 64,754
Total net debt applicable to 6% limit	-	-	-	-	-	-	-	-	-	10,000
Legal debt margin (Available borrowing capacity)	<u>\$ 40,242</u>	<u>\$ 41,084</u>	<u>\$ 42,166</u>	<u>\$ 44,977</u>	<u>\$ 48,290</u>	<u>\$ 52,128</u>	<u>\$ 55,546</u>	<u>\$ 58,770</u>	<u>\$ 61,493</u>	<u>\$ 54,754</u>
Total net debt applicable to the 6% limit as a percentage of legal debt margin	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	18.26%

Schedule 16 (continued)
City of Flagstaff
Legal Debt Margin Information

Legal Debt Margin Calculation for Fiscal Year 2023-2024

Net Secondary Assessed Value as of June 30, 2024 \$ 1,079,225,196

20% Limitation

Debt Limit of 20% of Assessed Value \$ 215,845,039

Debt applicable to limit:

 General Obligation Bonds 53,760,000

Legal 20% debt margin (Available borrowing capacity) \$ 162,085,039

6% Limitation

Debt Limit of 6% of Assessed Value \$ 64,753,512

Debt applicable to limit:

 General Obligation Bonds 10,000,000

Legal 6% debt margin (Available borrowing capacity) \$ 54,753,512

Schedule 17
City of Flagstaff
Pledged Revenue Coverage
Last Ten Fiscal Years

Water, Wastewater and Stormwater Revenue Bonds

Fiscal Year	Gross Revenues (1)	Expenses (2)	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal (3)	Interest (4)	Total	
2014-2015	\$ 23,453,378	\$ 15,345,504	\$ 8,107,874	\$ 2,328,839	\$ 741,086	\$ 3,069,925	2.64
2015-2016	24,234,384	15,140,298	9,094,086	2,342,259	672,497	3,014,756	3.02
2016-2017	26,250,953	16,802,115	9,448,838	2,426,708	625,900	3,052,608	3.10
2017-2018	27,335,107	16,297,564	11,037,543	2,578,384	612,561	3,190,945	3.46
2018-2019	28,073,873	17,396,844	10,677,029	2,869,777	592,563	3,462,340	3.08
2019-2020	29,800,806	18,506,397	11,294,409	4,164,505	542,221	4,706,726	2.40
2020-2021	31,402,249	18,649,020	12,753,229	2,186,964	646,475	2,833,439	4.50
2021-2022	34,681,062	22,693,243	11,987,819	8,463,222	623,352	9,086,574	1.32
2022-2023	35,892,689	23,441,346	12,451,343	3,850,598	551,555	4,402,153	2.83
2023-2024	39,907,863	23,840,673	16,067,190	4,146,713	613,985	4,760,698	3.37

- (1) Includes total operating revenues and investment income of the water, wastewater and stormwater funds.
- (2) Includes total operating expenses of the water, wastewater and stormwater funds less depreciation.
- (3) Includes principal for water, wastewater and stormwater revenue bonds, water infrastructure finance authority (WIFA).
- (4) Bond interest payments only. Does not include amortization of loss on refunding, agent fees or amortization of bond issuance costs that are included in interest expense on the statement of revenues, expenses, and changes in net position.

Schedule 17 (continued)
 City of Flagstaff
 Pledged Revenue Coverage
 Last Ten Fiscal Years

**Municipal Facility Corporation Bonds
 MFC Debt other than Transportation**

Fiscal Year (4)	Revenue (1)	Debt Service Requirements			Coverage
		Principal (2)	Interest (3)	Total	
2014-2015	\$ 13,543,397	\$ 400,000	\$ 50,350	\$ 450,350	30.07
2015-2016	13,286,939	860,000	22,627	882,627	15.05

- (1) State sales tax, state income tax less debt service requirements for MFC debt other than transportation.
- (2) MFC 1992 Refunding series 12 2001 - USGS projects.
- (3) Bond interest payments only. Does not include agent fees that are included in interest expense on the statement of revenues, expenses, and changes in fund balances.
- (4) All bonds were paid off in FY 2015-2016, therefore future years are not presented above.

Schedule 17 (continued)
 City of Flagstaff
 Pledged Revenue Coverage
 Last Ten Fiscal Years

**Municipal Facility Corporation Bonds As Partial Refunded with Pledged Revenue Bonds
 Transportation MFC Debt**

Fiscal Year	Revenue (1)	Debt Service Requirements			Coverage
		Principal (2)	Interest	Total	
2014-2015	\$ 31,266,313	\$ 695,000	\$ 469,750	\$ 1,164,750	26.84
2015-2016	33,176,241	1,795,000	432,400	2,227,400	14.89
2016-2017	33,419,449	1,855,000	370,875	2,225,875	15.01
2017-2018	33,215,273	1,920,000	293,775	2,213,775	15.00
2018-2019	36,683,941	2,010,000	208,525	2,218,525	16.54
2019-2020	39,661,897	2,090,000	126,725	2,216,725	17.89

- (1) Pledged revenues on the Municipal Facility Corporation Bonds include the city base rate sales tax, transportation sales tax, franchise, sales tax, licenses and permits, charges for services, fine and forfeits, other revenue, state sales tax, and state revenue sharing. Less the debt service requirements for transportation MFC bonds. Refunding Series 2012 excludes state revenue sharing income and sales tax.
- (2) MFC revenue bond series 2004 Fourth Street, partial advance refunding pledged revenue series 2012.
- (3) All bonds were paid off in FY 2019-2020, therefore future years are not presented above.

Schedule 17 (continued)
 City of Flagstaff
 Pledged Revenue Coverage
 Last Nine Fiscal Years

Greater Arizona Development Authority Revenue Bonds

Fiscal Year	Revenue (1)	Debt Service Requirements			Coverage
		Principal (2)	Interest	Total	
2014-2015	\$ 12,129,085	\$ 125,000	\$ 124,562	\$ 249,562	48.60
2015-2016	10,809,451	130,000	120,088	250,088	43.22
2016-2017	12,572,785	135,000	114,788	249,788	50.33
2017-2018	13,256,213	140,000	109,288	249,288	53.18
2018-2019	13,505,586	145,000	103,588	248,588	54.33
2019-2020	14,749,282	150,000	97,688	247,688	59.55
2020-2021	19,379,382	155,000	91,588	246,588	78.59
2021-2022	20,644,070	165,000	84,981	249,981	82.58
2022-2023	25,737,656	170,000	77,863	247,863	103.84
2023-2024	31,317,104	175,000	70,531	245,531	127.55

(1) Pledged revenues on the Greater Arizona Development Authority Bonds include the state revenue sharing less the debt service .

(2) GADA infrastructure revenue bond series 2010A.

Schedule 17 (continued)
City of Flagstaff
Pledged Revenue Coverage
Last Three Fiscal Years

Road Street Repair and Safety Revenue Bonds

Fiscal Year (1)	Revenue (2)	Debt Service Requirements			Coverage
		Principal (3)	Interest	Total	
2016-2017	\$ 6,665,630	\$ -	\$ 133,125	\$ 133,125	50.07
2017-2018	6,445,644	475,000	332,750	807,750	7.98
2018-2019	5,598,205	450,000	508,822	958,822	5.84
2019-2020	5,520,998	830,000	656,663	1,486,663	3.71
2020-2021	6,589,410	855,000	628,388	1,483,388	4.44
2021-2022	7,437,340	885,000	600,513	1,485,513	5.01
2022-2023	7,402,548	915,000	569,613	1,484,613	4.99
2023-2024	8,217,428	950,000	532,313	1,482,313	5.54

(1) New issue no trend information available prior to fiscal year 2016-2017.

(2) Pledged revenues on the Road Repair/Street Safety obligations include excise tax revenues less the debt service. Excise tax revenues are revenues from the restricted transaction privilege tax of 0.33% approved at an election held in and for the City on November 4, 2014, which will expire on December 31, 2034.

Schedule 18
City of Flagstaff
Demographic and Economic Statistics
Last Ten Fiscal Years

Year	Population	Personal Income (thousands of dollars) (1)	Per Capita Personal Income	Median Age	Education Level - Percent High School Grad or Higher	Education Level - Percent Bachelor's Degree or Higher	School Enrollment	Unemployment Rate
2015	69,391	\$ 5,399,899	\$ 52,509	25.6	90.6% *	41.8% *	11,766	6.48%
2016	70,643	5,489,486	38,958	25.2	90.6% *	41.8% *	12,505	6.18%
2017	71,656	6,360,600	45,076	25.1	90.6% *	41.8% *	11,910	4.70%
2018	72,961	6,506,300	45,545	25.2	90.6% *	41.8% *	11,991	4.40%
2019	74,736	7,057,376	49,454	25.2	90.6% *	41.8% *	11,873	4.20%
2020	76,338	7,837,473	54,008	24.9	90.6% *	41.8% *	11,825	4.60%
2021	77,590	8,255,426	56,914	25.8	94.1% *	47.1% *	12,515	6.20%
2022	78,743	8,489,905	58,933	25.9	94.1% *	47.1% *	12,152	4.40%
2023	79,665	8,914,400 *	59,758 *	25.9 *	94.1% *	47.1% *	12,184	4.80%
2024	80,566	9,360,120 *	60,595 *	25.9 *	94.1% *	47.1% *	12,409	3.70%

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(*) Estimated

(1) Reflects Coconino County Personal Income

Sources:

- Population - Arizona Department of Administration - Employment and Population Statistics
- Personal Income - Economic Research Federal Reserve Bank of St. Louis for Coconino County
- Per Capita Income - Economic Research Federal Reserve Bank of St. Louis for Coconino County
- Median Age - 2010 US Census/2020 US Census
- Education Level - 2010 US Census/2020 US Census
- School Enrollment - National Center for Education Statistics
- Unemployment - Arizona Department of Administration - Office of Employment and Population Statistics

Schedule 19
City of Flagstaff
Principle Employers
Current Year and Nine Years Prior

<u>Employer</u>	<u>2024</u>			<u>2015</u>		
	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total City Employment</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total City Employment</u>
Northern Arizona University	2,571	1	3.33%	2,815	1	5.10%
Flagstaff Medical Center	2,200 *	2	2.85%	2,350	2	4.26%
W.L. Gore & Associates	1,950	3	2.53%	2,200	3	3.99%
Flagstaff Unified School District	1,375	4	1.78%	1,436	4	2.60%
Coconino County	1,200	5	1.55%	1,294	5	2.35%
City of Flagstaff	919	6	1.19%	872	6	1.58%
Walmart	630	7	0.82%	630	7	1.14%
Nestle Purina PetCare	240	8	0.31%			
The Guidance Center	219	9	0.28%			
US Forest Service	200	10	0.26%			
Grand Canyon Railway				421	8	0.76%
SCA Tissue				279	9	0.51%
Dell Systems				250	10	0.45%
Total	11,504		14.90%	12,547		22.74%
2020 & 2010 U.S. Census Labor Force	77,200	Estimated		55,170		

Source:

- (1) Community Investment Section - Economic Vitality
- (2) City of Flagstaff Human Resources
- (3) Includes all positions reflected by full-time equivalent hours in Schedule 20

* Flagstaff location(s) only

Note: Non-municipal figures were derived from company websites and/or from Datanyze

Schedule 20
City of Flagstaff
Full-time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
General government										
Administrative services	87.25	91.00	97.25	99.57	99.25	103.50	105.50	110.50	114.50	120.00
Capital management	8.00	8.00	8.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00
City court	25.35	26.35	29.35	29.35	29.55	29.55	29.55	29.55	29.55	29.55
Public safety										
Fire	87.00	88.00	89.00	95.00	94.00	94.00	94.00	108.00	107.00	108.00
Police	169.00	167.00	167.00	173.00	176.00	176.00	177.00	177.00	178.00	181.00
Public works	25.00	25.50	25.50	27.50	27.50	29.50	30.50	30.50	32.50	34.50
Economic and physical development										
Building	43.98	44.98	45.50	48.98	50.50	54.00	55.00	55.48	55.48	57.48
Planning	13.88	14.88	19.88	21.88	24.88	25.80	20.00	20.00	21.00	22.00
Tourism	13.93	13.93	14.15	15.15	15.15	16.15	17.15	17.15	17.15	17.15
Culture and recreation										
Library	52.30	53.43	54.49	55.38	55.08	55.32	55.28	55.76	55.76	58.88
Parks, recreation, and open space	85.50	90.13	91.69	93.54	94.50	93.85	94.85	94.85	96.84	95.56
Highways and streets	35.52	33.02	32.02	33.02	33.02	31.52	32.27	35.27	37.27	37.27
Water and wastewater	64.00	66.00	67.00	71.00	73.46	74.42	76.16	78.20	80.20	82.20
Environmental services	55.00	56.25	57.00	57.00	56.00	54.49	54.49	55.50	57.00	60.49
Airport	9.50	9.50	9.50	9.50	11.50	14.50	13.50	14.50	14.50	15.50
Stormwater	4.50	4.50	5.50	5.50	5.50	5.00	7.00	5.00	5.00	9.00
Flagstaff housing authority	22.00	21.60	21.28	21.28	21.28	21.80	22.00	24.00	24.00	24.00
Total	801.71	814.07	834.10	865.65	876.17	888.40	893.25	920.26	934.75	961.58

Schedule 21
City of Flagstaff
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Court										
Criminal filings	7,273	6,924	7,208	6,364	5,819	7,105	6,752	5,582	4,711	4,133
Traffic filings	8,428	8,190	6,437	6,068	5,315	5,933	4,817	4,843	3,314	2,562
Non-criminal/other	554	1,357	4,668	2,250	1,579	1,750	1,486	-	396	1,242
Protective orders *	-	-	-	-	-	-	-	73	121	90
Purchasing										
Credit card rebates received	\$ 72,037	\$ 94,873	\$ 104,522	\$ 111,281	\$ 114,462	\$ 110,582	\$ 92,204	\$ 114,620	\$ 126,318	\$ 127,223
Fire										
Incidents	9,432	12,775	12,700	14,415	14,626	14,958	15,951	14,459	15,348	17,067
Fire	184	168	190	218	314	153	163	161	146	212
Other	2,654	742	3,017	3,296	3,036	3,676	3,695	3,730	5,810	7,217
Emergency medical services	-	-	-	-	-	-	-	-	9,392	9,638
Inspections assigned	2,341	2,217	1,775	1,775	1,730	1,730	502	672	639	888
Plan reviews	659	639	743	945	965	960	537	824	767	820
Fuel Management										
Plan assessment (acres)	2,300	1,500	1,723	667	345	723	1,013	N/A	N/A	N/A
Site marking (acres)	70	555	921	586	79	73	50	65	60	120
Site thinning (acres)	820	700	1,381	1,135	1,877	642	140	1,805	2,606	1,193
Prescription burn (acres)	333	650	948	860	759	288	745	2,767	6,206	6,725
Police										
Felony reports	2,511	2,769	2,945	2,908	2,881	2,863	2,858	2,589	2,293	2,650
Misdemeanor reports	8,980	9,553	9,531	9,045	8,776	9,222	7,907	7,850	7,131	7,817
Domestic violence incidents	1,550	1,541	1,513	1,478	1,661	1,857	1,908	1,905	1,632	1,755
Non-crime reports	6,036	6,660	6,604	6,070	6,756	7,258	6,637	7,310	6,586	6,368
Accident reports	2,590	2,985	2,926	2,803	2,828	2,519	2,418	2,706	2,514	2,121
Calls dispatched to police/sheriff	58,590	62,228	65,566	62,597	61,230	60,479	73,852	55,563	52,003	53,451
Calls dispatched to fire	11,777	13,565	14,497	14,550	14,749	15,529	23,568	18,257	18,491	20,447

Schedule 21 (continued)
City of Flagstaff
Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Streets										
Potholes repaired	1,174	1,437	2,367	2,127	886	296	153	2,200	1,200	1,332
Airport										
Fuel flowage (gallons sold)	566,387	603,382	588,506	645,367	855,383	1,267,517	1,295,326	1,495,211	1,151,856	1,066,404
Enplanements	62,578	69,485	65,887	74,707	87,993	111,035	86,544	114,508	86,803	72,337
Refuse collection										
Refuse collected (landfill tonnage)	143,528	143,639	145,960	109,776	91,105	91,941	104,971	105,586	105,280	112,955
Recyclables collected (total tons)	8,340	12,191	9,452	9,198	9,140	8,285	7,454	7,571	6,773	6,236
Community Development										
Permit valuation	\$ 93,918,660	\$ 177,068,294	\$ 217,767,173	\$ 149,723,688	\$ 167,323,988	\$ 235,395,255	\$ 201,190,867	\$ 240,674,099	\$ 228,247,709	(1)
Library										
Visits	673,246	660,974	662,838	660,030	617,813	444,396	9,268	223,630	380,615	428,374
Circulation	1,002,125	1,055,176	1,001,074	929,333	954,071	555,361	293,503	703,032	817,581	893,805
Tourism										
Revenue per available room	\$ 69.19	\$ 74.14	\$ 76.06	\$ 75.49	\$ 75.64	\$ 59.72	\$ 75.39	\$ 93.25	\$ 90.12	\$ 89.05

Sources: Various City divisions

(1) This information is tracked on a calendar year basis.

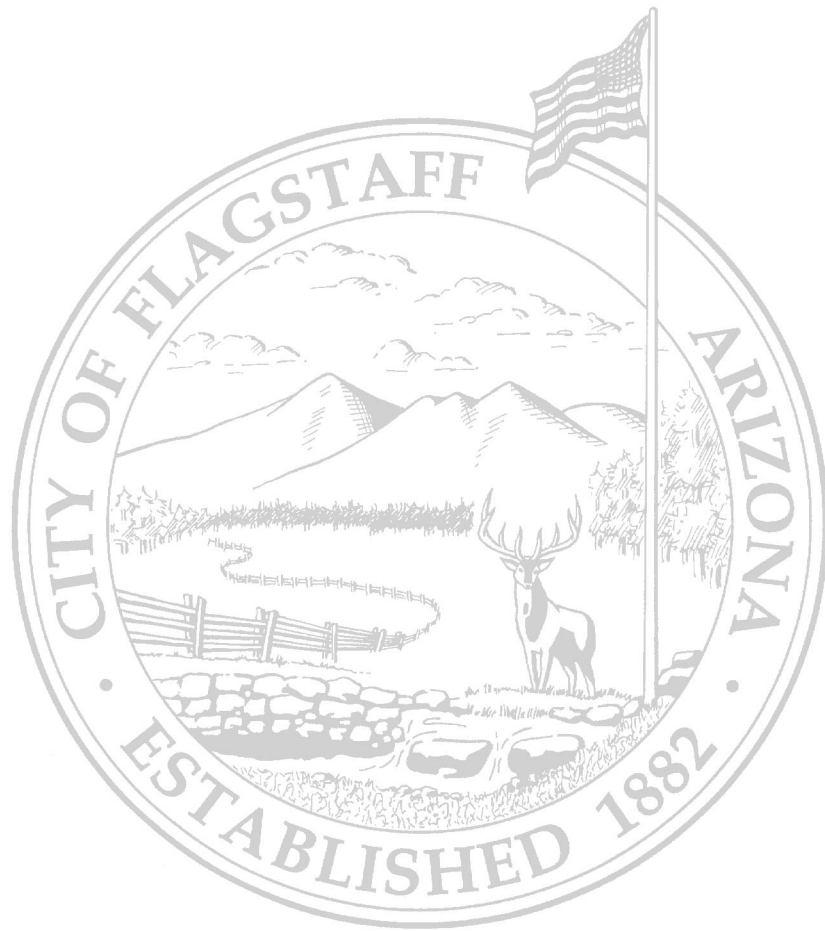
Schedule 22
City of Flagstaff
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year									
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Public Safety										
Police patrol units (includes motorcycle units)	37	39	39	39	40	43	43	43	43	43
Number of fire hydrants	3,254	3,254	3,257	3,263	3,350	3,397	3,397	3,401	3,401	3,432
Number of fire stations	6	6	6	6	6	6	7	7	7	7
Culture and recreation										
Number of developed parks	23	23	23	23	23	23	24	24	24	24
Number of undeveloped parks	4	5	5	5	5	5	5	5	5	5
Park acreage	736	741	741	741	741	741	741	741	741	741
Flagstaff urban trail system - miles	55	56	56	56	59	59	59	59	59	59
Recreational buildings	4	4	4	4	4	5	5	5	5	5
Highways and streets										
Miles of streets, alleys, and sidewalks	844	844	844	844	844	1,018	1,018	1,037	1,037	1,037
Number of street lights	3,466	3,466	3,502	3,502	3,502	3,929	3,951	3,937	3,937	3,937
Water and wastewater										
Miles of sewer	276	276	294	294	294	374	350	286	286	285
Number of manholes	7,493	7,493	7,514	7,514	7,662	7,734	7,734	7,737	7,738	7,977
Total active water accounts	19,934	20,717	20,327	21,483	21,023	21,154	21,156	23,362	23,362	21,835
Average gallon water usage per household per month	4,562	3,901	4,867	4,153	4,170	4,297	4,745	4,680	4,680	4,123
Airport										
Fixed base operators	1	1	1	1	1	1	1	1	1	1
Locally based aircraft	134	132	132	117	117	112	112	112	112	112
Tiedowns	11	12	12	12	12	18	18	18	18	18
Enclosed hangars	61	61	61	61	61	61	62	62	62	63
Open hangars	48	36	44	44	44	48	48	48	48	48

Schedule 23
City of Flagstaff
Insurance Summary
Effective July 1, 2023 to June 30, 2024

Coverage	Limit of Liability
Liability Insurance:	
General Liability*	\$ 2,000,000 / per occurrence
(Includes two skateboard parks, bike freestyle park, emergency medical technicians)	\$ 6,000,000 / aggregate
Products - Completed Operations	\$ 2,000,000
Each Claim - Occurrence/Offense	\$ 250,000 / per occurrence
	\$ 500,000 / aggregate
Each Claim - Wrongful Act	\$ 250,000 / per occurrence
	\$ 500,000 / aggregate
Medical Payments	\$ 25,000 / \$5,000 each person
Back Wages	\$ 50,000 / \$25,000 each claim
Fire Damage	\$ 300,000 any one premises
Land Use Liability	\$ 1,000,000 aggregate
Organic Pathogens	\$ 100,000 / \$25,000 each claim
Pollution Liability	\$ 100,000 / \$25,000 each claimant
Aggregate Deductible	\$ 250,000 / per occurrence
	\$ 500,000 / aggregate
No-Fault Sewer Backup	\$ 5,000 / \$2,500 each claim
Sewer Backup	\$ 1,000,000
Property Insurance:	
Property Deductible	\$100,000 deductible
Municipal Mobile Equipment	\$ 10,792,426 / \$10,000 deductible
Rented or Leased Mobile or Misc	\$ 500,000 \$500 deductible
Miscellaneous Equipment	\$ 287,731 \$10,000 deductible
Electronic Data Processing	\$ 2,008,385 / \$10,000 deductible
Fine Arts	\$ 50,000 / \$250 deductible
Signs	\$ 50,000 \$0 deductible
Accounts Receivable	\$ 50,000 / \$0 deductible

Coverage	Limit of Liability
Auto Insurance:	
Liability	\$ 2,000,000 / \$100,000 deductible
Physical Damage Comprehensive	\$5,000 deductible
Physical Damage Collision	\$5,000 deductible
Hired and Non-Owned	\$ 2,000,000
Auto Extension	
Rental Reimbursement	\$ 3,000
Roadside Assistance	\$ 200
Towing	\$ 250
Trip Interruption	\$ 600
Crime:	
Blanket Public Employees and Treasurer	\$ 1,000,000
Dishonesty Bond Including Faithful Performance of Duty	
Employee Theft - Per Loss	\$ 1,000,000 / \$0 deductible
Forgery	\$ 1,000,000 \$0 deductible
Theft - Inside, Money and Securities	\$ 100,000 / \$250 deductible
Theft - Inside, Robbery	\$ 100,000 / \$250 deductible
Theft - Outside, Money and Securities	\$ 100,000 / \$250 deductible
Computer Fraud	\$ 1,000,000 / \$250 deductible
Funds Transfer Fraud	\$ 1,000,000 / \$250 deductible
Money Orders/Counterfeit	\$ 100,000 / \$250 deductible
Faithful Performance Bond	\$ 1,000,000 \$0 deductible
Cyber Coverage Aggregate	\$ 2,000,000 / \$50,000 deductible
Municipal Property Extension	\$ 250,000





BABBITT BROTHERS
RANCHERS,
MERCHANTS
& INDIAN TRADERS
FLAGSTAFF
ARIZONA

BABBITT BROS

1888

SUNGLASSES

ONE WAY



City of Flagstaff
211 W. Aspen Ave.
Flagstaff, Arizona 86001
flagstaff.az.gov



City of Flagstaff, Arizona
Single Audit Report
Year Ended June 30, 2024

City of Flagstaff, Arizona
Single Audit Report
For the Year Ended June 30, 2024

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**Independent Auditor's Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of
Financial Statements Performed in Accordance with
Government Auditing Standards**

Honorable Mayor and Members of the City Council
City of Flagstaff, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Flagstaff, Arizona, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise City of Flagstaff, Arizona's basic financial statements, and have issued our report thereon dated December 19, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Flagstaff, Arizona's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Flagstaff, Arizona's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Flagstaff, Arizona's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Flagstaff, Arizona's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Flagstaff, Arizona
December 19, 2024

**Independent Auditor’s Report on Compliance for Each Major Federal Program;
Report on Internal Control Over Compliance; and
Report on the Schedule of Expenditures of Federal Awards
Required by the Uniform Guidance**

Honorable Mayor and Members of the City Council
City of Flagstaff, Arizona

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Flagstaff, Arizona’s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City of Flagstaff, Arizona’s major federal programs for the year ended June 30, 2024. City of Flagstaff, Arizona’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Flagstaff, Arizona complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Flagstaff, Arizona and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Flagstaff, Arizona’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to City of Flagstaff, Arizona’s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Flagstaff, Arizona's compliance based on our audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate it would influence the judgment made by a reasonable user of the report on compliance about City of Flagstaff, Arizona's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Flagstaff, Arizona's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Flagstaff, Arizona's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Flagstaff, Arizona's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Flagstaff, Arizona as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise City of Flagstaff, Arizona's basic financial statements. We issued our report thereon dated December 19, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Flagstaff, Arizona
December 19, 2024

City of Flagstaff, Arizona
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-through Grantor/Program Title	Assistance Listing Number	Contract/Grant Number	Expenditures	Subrecipients/ Pass-through
Department of Agriculture				
<i>Direct Programs:</i>				
Emergency Watershed Protection Program	10.923	NR239457XXXXC005	536,213	
Urban Agriculture and Innovative Production	10.935	NR223A750001G058	63,734	
<i>Passed through Arizona Department of Forestry and Fire Management:</i>				
State & Private Forestry Hazardous Fuel Reduction Program	10.697	WFHF 19-205	37,265	
State & Private Forestry Hazardous Fuel Reduction Program	10.697	WFHF 20-202	84,486	
State & Private Forestry Hazardous Fuel Reduction Program	10.697	NFHF 21-202	35,476	
State & Private Forestry Hazardous Fuel Reduction Program	10.697	HFI 23-350	4,092	
Subtotal			161,319	
<i>Passed through Watershed Training and Research Center:</i>				
State & Private Forestry Cooperative Fire Assistance	10.698	428-24-07	5,500	
Subtotal			5,500	
Total Department of Agriculture			766,766	
Department of Housing and Urban Development				
<i>Direct Programs:</i>				
<i>CDBG-Entitlement Grants Cluster:</i>				
Community Development Block Grants/Entitlement Grants	14.218	B-20-MW-04-0510	96,051	12,356
COVID-19 Community Development Block Grants/Entitlement Grants	14.218	B-23-MC-04-0510	224,686	219,767
Total CDBG-Entitlement Grants Cluster			320,737	232,123
<i>Economic Development Initiative, Community Project Funding, and Miscellaneous Grants</i>				
Economic Development Initiative, Community Project Funding, and Miscellaneous Grants	14.251	B-22-CP-AZ-0018	4,489	
Public Housing Operating Fund	14.850	AZ006-00000124D	165,072	
Public Housing Operating Fund	14.850	AZ006-00000123D	200,474	
Public Housing Operating Fund	14.850	AZ006-00000224D	147,775	
Public Housing Operating Fund	14.850	AZ006-00000223D	229,113	
Subtotal			742,434	
<i>Section 8 Project Based Cluster:</i>				
Lower Income Housing Assistance Program Section 8 Moderate Rehabilitation	14.856	AZ006MRO001 / AZ006SRO001	94,069	
<i>Housing Voucher Cluster:</i>				
Section 8 Housing Choice Vouchers	14.871	AZ006	5,859,823	
COVID-19 Section 8 Housing Choice Vouchers	14.871	AZ006	497,867	
Total Housing Voucher Cluster:			6,357,690	
<i>Public Housing Capital Fund</i>				
Public Housing Capital Fund	14.872	AZ20P006501-20	44,822	
Public Housing Capital Fund	14.872	AZ20P006501-21	10,476	
Public Housing Capital Fund	14.872	AZ20P006501-22	470,210	
Subtotal			525,508	
COVID-19 Mainstream Vouchers	14.879	AZ006	348,431	
Total Department of Housing and Urban Development			8,393,358	232,123
Department of Interior				
<i>Direct Programs:</i>				
National Park Service Conservation, Protection, Outreach, and Education	15.954	FY24-NPS	5,000	
Total Department of Interior			5,000	
Department of Justice				
<i>Direct Programs:</i>				
Bulletproof Vest Partnership Program	16.607	DOJ-2023-BVP	9,349	
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-23-GG-03077-JAGX	30,068	5,487
<i>Passed through Arizona Criminal Justice Commission:</i>				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	DC-24-002	108,116	
Total Department of Justice			147,533	5,487

City of Flagstaff, Arizona
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Federal Grantor/Pass-through Grantor/Program Title	Assistance Listing Number	Contract/Grant Number	Expenditures	Subrecipients/ Pass-through
Department of Transportation				
<i>Direct Programs:</i>				
Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs	20.106	3-04-0015-044-2020	200,445	
COVID-19 Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs	20.106	3-04-0015-045-2020	8,781,297	
COVID-19 Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs	20.106	3-04-0015-046-2021	104,855	
COVID-19 Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs	20.106	3-04-0015-048-2021	157,535	
COVID-19 Airport Improvement Program, COVID-19 Airports Programs, and Infrastructure Investment and Jobs Act Programs	20.106	3-04-0015-051-2023	67,574	
Subtotal			9,311,706	
<i>Passed through MetroPlan:</i>				
Highway Planning and Construction	20.205	STBGP/PFM2203P/FMPT022	336,592	
<i>Passed through Arizona's Governor's Office of Highway Safety:</i>				
Highway Safety Cluster:				
State and Community Highway Safety	20.600	2023-AI-015	3,438	
State and Community Highway Safety	20.600	2024-AI-007	5,880	
Subtotal			9,318	
National Priority Safety Programs	20.616	2023-405d-014	2,847	
National Priority Safety Programs	20.616	2023-II-002	3,433	
National Priority Safety Programs	20.616	2024-405d-013	7,369	
National Priority Safety Programs	20.616	2024-II-002	13,891	
Subtotal			27,540	
Total Highway Safety Cluster			36,858	
<i>Passed through Arizona State Parks and Trails:</i>				
Recreational Trails Program	20.219	ASPT 472303/ADOT M472303P/RTP-F-101	63,208	
Total Department of Transportation			9,748,364	
Department of Treasury				
<i>Direct Programs:</i>				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	929,595	886,743
<i>Passed through Arizona Office of Tourism:</i>				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	GR-ARPA-11112021-02-03	119,348	
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	GR-ARPA-11112021-02-04	25,631	
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	GR-ARPA-09162022-02-037	13,869	
Subtotal			158,848	
Total Department of Treasury			1,088,443	886,743
Institute Of Museum And Library Services				
<i>Passed through Arizona State Library, Archives and Public Records:</i>				
Grants to States	45.310	2022-0170-T4	1,219	
Grants to States	45.310	2022-0230-01	6,112	
Grants to States	45.310	2023-0010-CAP-02	2,768	
Total Institute of Museum and Library Services			10,099	
Environmental Protection Agency				
<i>Passed through Water Infrastructure Finance Authority of Arizona:</i>				
Clean Water State Revolving Fund (CWSRF) Cluster:				
Clean Water State Revolving Fund	66.458	CW-005-2020	609,738	
Clean Water State Revolving Fund	66.458	CW-010-2022	9,495,585	
Total Clean Water State Revolving Fund (CWSRF) Cluster			10,105,323	
Total Environmental Protection Agency			10,105,323	
Department of Homeland Security				
<i>Direct Programs:</i>				
Assistance to Firefighters Grant	97.044	EMW-2021-FG-04025	8,609	
Assistance to Firefighters Grant	97.044	EMW-2022-FG-05708	379,040	
Subtotal			387,649	
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	EMW-2020-FF-01522	533,393	
<i>Passed through Arizona Department of Emergency and Military Affairs:</i>				
Hazard Mitigation Grant	97.039	HMGP FM-5284-01-02R	14,850	
Total Department of Homeland Security			935,892	
Total Expenditures of Federal Awards			31,200,778	1,124,353

City of Flagstaff, Arizona
Notes to the Schedule of Expenditures of Federal Awards
Year Ended June 30, 2024

Significant Accounting Policies Used in Preparing the SEFA

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of City of Flagstaff, Arizona under programs of the federal government for the year ended June 30, 2024. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City. Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Any negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

10% De Minimis Indirect Cost Rate

The auditee did not use the de minimis indirect cost rate.

Assistance Listing Numbers

The program titles and Assistance Listing numbers were obtained from the federal or pass-through grantor or through sam.gov. If the three-digit Assistance Listing extension is unknown, there is a U followed by a two-digit number in the Assistance Listing extension to identify one or more Federal award lines from that program. The first Federal program with an unknown three-digit extension is indicated with U01 for all award lines associated with that program, the second is U02, etc.

**City of Flagstaff, Arizona
Schedule of Findings and Questioned Costs
Year Ended June 30, 2024**

Summary of Auditor's Results:

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Significant deficiency(ies) identified: No
- Material weakness(es) identified: No

Noncompliance material to financial statements noted: No

Federal Awards

Internal control over major programs:

- Significant deficiency(ies) identified: No
- Material weakness(es) identified: No

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with §200.516 of Uniform Guidance: No

Identification of major programs:

Assistance Listing Numbers

14.850

21.027

66.458

Name of Federal Programs or Clusters

Public Housing Operating Fund

Coronavirus State and Local Fiscal Recovery Fund

Clean Water State Revolving Fund Cluster

Dollar threshold used to distinguish between Type A and Type B programs: \$936,023

Auditee qualified as low-risk auditee: Yes

Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards*: No

Findings and Questioned Costs Related to Federal Awards: No

Summary Schedule of Prior Audit Findings required to be reported: No

December 20, 2024

To the Mayor and City Council
City of Flagstaff, Arizona

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Flagstaff, Arizona (City) for the year ended June 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter provided to you during the planning phase of the audit. Professional standards also require that we communicate to you the following matters related to our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Flagstaff, Arizona are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were:

- Management's estimate of the useful lives of depreciable capital assets is based on the length of time management estimates those assets will provide some economic benefit in the future.
- Management's estimate of the allowance for uncollectible receivable balances is based on past experience and future expectation for collection of various account balances.
- The assumptions used in the actuarial valuations of the pension and other postemployment benefits plans are based on historical trends and industry standards.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit and communicate them to the appropriate level of management. A misstatement is defined as a difference between the reported amount, classification, presentation, or disclosure of a financial statement item and the amount, classification, presentation, or disclosure that is required for the item to be presented fairly in accordance with the applicable financial reporting framework. During the course of the audit we did not identify any uncorrected misstatements which require communication.

In addition, as part of the professional services we provided to the City we assisted with the preparation of the SEFA and related notes as well as the Data Collection Form submission to the Federal Audit Clearinghouse.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain written representations from management, which are included in the management representation letter provided to us at the conclusion of the audit.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants regarding auditing and accounting matters.

Discussions with Management

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management throughout the course of the year. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention as the City's auditors.

Compliance with Ethics Requirements Regarding Independence

The engagement team, others in our firm, and as appropriate, our firm, have complied with all relevant ethical requirements regarding independence. Heinfeld, Meech & Co., P.C. continually assesses client relationships to comply with relevant ethical requirements, including independence, integrity, and objectivity, and policies and procedures related to the acceptance and continuance of client relationships and specific engagements. Our firm follows the "Independence Rule" of the AICPA Code of Professional Conduct and the rules of state boards of accountancy and applicable regulatory agencies. It is the policy of the firm that all employees be familiar with and adhere to the independence, integrity, and objectivity rules, regulations, interpretations, and rulings of the AICPA, U.S. Government Accountability Office (GAO), and applicable state boards of accountancy.

Responsibility for Fraud

It is important for both management and the members of the governing body to recognize their role in preventing, deterring, and detecting fraud. One common misconception is that the auditors are responsible for detecting fraud. Auditors are required to plan and perform an audit to obtain reasonable assurance that the financial statements do not include material misstatements caused by fraud. Unfortunately most frauds which occur in an organization do not meet this threshold.

The attached document prepared by the Association of Certified Fraud Examiners (ACFE) is provided as a courtesy to test the effectiveness of the fraud prevention measures of your organization. Some of these steps may already be in place, others may not. Not even the most well-designed internal controls or procedures can prevent and detect all forms of fraud. However, an awareness of fraud related factors, as well as the active involvement by management and the members of the governing body in setting the proper "tone at the top", increases the likelihood that fraud will be prevented, deterred and detected.

Additional Reports Issued

In addition to the auditor's report on the financial statements we will also issue the following documents related to this audit. These reports are typically issued within 60 days of the date of this letter.

- Single Audit Report
- Examination report on the Annual Expenditure Limitation Report

Other Important Communications Related to the Audit

Attached to this letter are a copy of the signed engagement letter provided to us at the initiation of the audit, and a copy of the management representation letter provided to us at the conclusion of the audit. If there are any questions on the purpose or content of these letters please contact the engagement partner identified in the attached engagement letter.

Restriction on Use

This information is intended solely for the use of the members of the City Council and management of City of Flagstaff, Arizona and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Flagstaff, Arizona

Fraud Prevention Checklist

The most cost-effective way to limit fraud losses is to prevent fraud from occurring. This checklist is designed to help organizations test the effectiveness of their fraud prevention measures.

1. Is ongoing anti-fraud training provided to all employees of the organization?

- Do employees understand what constitutes fraud?
- Have the costs of fraud to the company and everyone in it — including lost profits, adverse publicity, job loss and decreased morale and productivity — been made clear to employees?
- Do employees know where to seek advice when faced with uncertain ethical decisions, and do they believe that they can speak freely?
- Has a policy of zero-tolerance for fraud been communicated to employees through words and actions?

2. Is an effective fraud reporting mechanism in place?

- Have employees been taught how to communicate concerns about known or potential wrongdoing?
- Is there an anonymous reporting channel available to employees, such as a third-party hotline?
- Do employees trust that they can report suspicious activity anonymously and/or confidentially and without fear of reprisal?
- Has it been made clear to employees that reports of suspicious activity will be promptly and thoroughly evaluated?
- Do reporting policies and mechanisms extend to vendors, customers and other outside parties?

3. To increase employees' perception of detection, are the following proactive measures taken and publicized to employees?

- Is possible fraudulent conduct aggressively sought out, rather than dealt with passively?
- Does the organization send the message that it actively seeks out fraudulent conduct through fraud assessment questioning by auditors?
- Are surprise fraud audits performed in addition to regularly scheduled audits?
- Is continuous auditing software used to detect fraud and, if so, has the use of such software been made known throughout the organization?

- 4. Is the management climate/tone at the top one of honesty and integrity?**
 - Are employees surveyed to determine the extent to which they believe management acts with honesty and integrity?
 - Are performance goals realistic?
 - Have fraud prevention goals been incorporated into the performance measures against which managers are evaluated and which are used to determine performance-related compensation?
 - Has the organization established, implemented and tested a process for oversight of fraud risks by the board of directors or others charged with governance (e.g., the audit committee)?

- 5. Are fraud risk assessments performed to proactively identify and mitigate the company's vulnerabilities to internal and external fraud?**

- 6. Are strong anti-fraud controls in place and operating effectively, including the following?**
 - Proper separation of duties
 - Use of authorizations
 - Physical safeguards
 - Job rotations
 - Mandatory vacations

- 7. Does the internal audit department, if one exists, have adequate resources and authority to operate effectively and without undue influence from senior management?**

- 8. Does the hiring policy include the following (where permitted by law)?**
 - Past employment verification
 - Criminal and civil background checks
 - Credit checks
 - Drug screening
 - Education verification
 - References check

- 9. Are employee support programs in place to assist employees struggling with addictions, mental/ emotional health, family or financial problems?**

- 10. Is an open-door policy in place that allows employees to speak freely about pressures, providing management the opportunity to alleviate such pressures before they become acute?**

- 11. Are anonymous surveys conducted to assess employee morale?**

May 1, 2024

Honorable Mayor, Members of the City Council, and Management
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

We are pleased to confirm our understanding of the services we are to provide for City of Flagstaff, Arizona (City) for the year ended June 30, 2024. We encourage you to read this letter carefully as it includes important information regarding the services we will be providing to the City. If there are any questions on the content of the letter, or the services we will be providing, we would welcome the opportunity to meet with you to discuss this information further.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, the aggregate remaining fund information, and the respective budgetary comparison for the general fund, highway user revenue fund and the transportation fund, including the disclosures, which collectively comprise the basic financial statements of City of Flagstaff, Arizona as of and for the year ended June 30, 2024.

We have also been engaged to report on supplementary information that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual fund financial statements and schedules
3. Financial data schedules (FDS) for HUD reporting

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) to supplement the City's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America.

These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. GASB-required pension and other post-employment benefits schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Other information included with the audited financial statements such as the transmittal letter statistical data and financial date submission schedules

In addition, we will perform the necessary procedures to issue the applicable report for the following.

1. Examination report on the Annual Expenditure Limitation Report
2. Examination report on compliance for highway user revenue fund monies in accordance with ARS §9-481(B)(2)
3. Agreed-upon procedures report on compliance with the local government financial test ("LOGO") requirements under Municipal Solid Waste Landfill Criteria
4. Agreed-upon procedures related to the electronic submission and related hard copy documents required by the U.S. Department of Housing and Urban Development
5. Independent auditors' report on compliance with requirements applicable to the Passenger Facility Charge Program and on internal control over compliance and report on the Schedule of Expenditures of Passenger Facility Charges

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

An important aspect to our expression of opinions on the financial statements is understanding the concept of materiality. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. For purposes of determining materiality we may assume that reasonable users –

1. have a reasonable knowledge of business and economic activities and accounting and a willingness to study the information in the financial statements with reasonable diligence;
2. understand that financial statements are prepared, presented, and audited to levels of materiality;
3. recognize the uncertainties inherent in the measurement of amounts based on the use of estimates, judgment, and the consideration of future events; and
4. make reasonable judgements based on the information in the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in the financial statements nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. Our procedures will also include, as deemed necessary, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request, if deemed necessary, written representations from the City's attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures – Internal Control

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City’s compliance with applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City’s major programs. For federal programs that are included in the *OMB Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *OMB Compliance Supplement* identifies being subject to audit. The purpose of these procedures will be to express an opinion on the City’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Governing Board of the City. Circumstances may arise in which our reports may differ from expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance; (3) additional information we may request for the purpose of the audit; and (4) and unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; the schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Management's responsibilities also include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

Management is responsible for the design and implementation of programs to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review prior to issuance of our reports.

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Your responsibilities include acknowledging to us in a written representation letter that (1) you are responsible for presentation of supplementary information in accordance with accounting principles generally accepted in the United States of America; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or studies related to the objectives discussed in the *Audit Scope and Objectives* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our tests will not include a detailed check of all transactions for the period.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Management override of controls
2. Improper revenue recognition

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit in May 2024 and conclude audit procedures and date our report in December 2024.

Our audit of the financial statements does not relieve you of your responsibilities outlined in the *Responsibilities of Management for the Financial Statements* section of this letter.

Use of Third-Party Service Providers

We maintain internal policies, procedures, and safeguards to protect the confidentiality of your information. We may, depending on the circumstances, use third-party service providers in providing our professional services. The following service providers may be utilized in the completion of our engagement:

- Capital Confirmation, Inc. – electronic bank and account balance confirmation service
- Citrix ShareFile – web-based application service to transfer files
- CCH Engagement Organizer – web-based application service to transfer files
- Harvest Investments, Ltd. – investment portfolio valuation service

You hereby consent and authorize us to use the above service providers, if deemed necessary, to complete the professional services outlined in this letter.

Engagement Administration, Fees, and Other

Michael Lauzon is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

The audit documentation for this engagement is the property of Heinfeld, Meech & Co., P.C., and constitutes confidential information. However, we may be requested to make certain audit documentation available to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, the U.S. Government Accountability Office, or other authorized governmental agency for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Heinfeld, Meech & Co., P.C., personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven (7) years after the report release date, or for any additional period requested by a regulator, cognizant agency, oversight agency for audit, or pass-through entity. Upon expiration of the seven year period, or any additional period, we will commence the process of destroying the contents of our engagement files. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Any disagreement, controversy, or claim (“dispute”) that may arise from any aspect of our services, including this engagement or any prior engagement, will be submitted to mediation. The parties will engage in the mediation process in good faith once a written request to mediate has been given by any party. Any mediation initiated as a result of this engagement shall be administered by The American Arbitration Association, according to its mediation rules before resorting to litigation. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally.

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between us. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“limitation period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. The limitation period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Professional standards prohibit auditors from agreeing to indemnify attest clients for damages, losses or costs arising from lawsuits, claims or settlements that relate, directly or indirectly, to the client’s acts. As such, professional standards will prevail for indemnification clauses included in audit contracts. In addition, we are unable to obtain waivers on our professional liability insurance policy for certain provisions, including indemnification provisions, provisions requiring the firm to name the City as an additional insured party, and a waiver of subrogation rights.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our fee for these services will be at the amount outlined in our proposal. We exercised care in estimating the fee and believe it accurately indicates the scope of the work. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Our fees are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit, including factors beyond our control, such as new accounting pronouncements or legal requirements, additional consultation, and assistance in correcting errors in your financial records. We will plan the engagement based on the assumption that your personnel will prepare and provide us with the items listed in our request for audit information, including preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additional fees incurred will be billed at the following hourly rates: Partner - \$288; Manager - \$236; Senior - \$164; Staff - \$123.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2021 peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. Please feel free to contact us at any time if you have any questions or concerns. If you have any questions regarding this letter, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Flagstaff, Arizona

cc: Rick Tadder, Management Services Director
Brandi Suda, Finance Director

RESPONSE

This letter correctly sets forth the understanding of City of Flagstaff, Arizona.

Printed Name: Rick Tadder
 Rick Tadder

Title: Management Services Director
 Management Services Director

Signature: Rick Tadder

Date: 05/06/2024

Printed Name: Brandi Suda
 Brandi Suda

Title: Finance Director
 Finance Director

Signature: Brandi Suda

Date: 05/06/2024

Report on the Firm's System of Quality Control

August 31, 2021

To Heinfeld, Meech & Co., P.C. and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P.C. (the firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

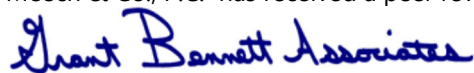
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P.C. in effect for the year ended May 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Heinfeld, Meech & Co., P.C. has received a peer review rating of *pass*.



GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



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Together as One. Grant Bennett Associates is a Member of the Alliott Global Alliance of independent professional firms.

SIGNATURE CERTIFICATE



REFERENCE NUMBER

C5CF986D-31C6-496C-8EF6-11C101463CD1

TRANSACTION DETAILS

Reference Number

C5CF986D-31C6-496C-8EF6-11C101463CD1

Transaction Type

Signature Request

Sent At

05/01/2024 09:37 MST

Executed At

05/06/2024 09:35 MST

Identity Method

email

Distribution Method

email

Signed Checksum

e83eba20e6dd84989823a196c7e71cf3cc18a520e2d4b87da15da57b72018519

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

Engagement Ltr FY24 Flagstaff City

Filename

Engagement_Ltr_FY24_Flagstaff_City.pdf

Pages

13 pages

Content Type

application/pdf

File Size

390 KB

Original Checksum

a9dc0e85f8bf311fd687956abe0b4f35d2a0028c024eb7285e42deb7f22314d7

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Rick Tadder</p> <p>Email rtadder@flagstaffaz.gov</p> <p>Components 4</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 446c7a7901166426f4d7bd4970378f29deba57f206ea7aff0032ac74e969d96a</p> <p>IP Address 207.246.9.250</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID E1208AB3</p>	<p>Viewed At 05/06/2024 09:35 MST</p> <p>Identity Authenticated At 05/06/2024 09:35 MST</p> <p>Signed At 05/06/2024 09:35 MST</p>
<p>Name Brandi Suda</p> <p>Email bsuda@flagstaffaz.gov</p> <p>Components 4</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 942bcfa2cf25ce90c77295bdcae6abf6a46b386627b3309cd86e293675afb3d8f</p> <p>IP Address 207.246.9.250</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID F3EC2B9C</p>	<p>Viewed At 05/06/2024 08:18 MST</p> <p>Identity Authenticated At 05/06/2024 08:43 MST</p> <p>Signed At 05/06/2024 08:43 MST</p>

AUDITS

TIMESTAMP	AUDIT
05/01/2024 09:37 MST	Carri Corbett (carri.corbett@hm.cpa) created document 'Engagement_Ltr_FY24_Flagstaff_City.pdf' on Chrome via Windows from 76.134.178.164.
05/01/2024 09:37 MST	Rick Tadder (rtadder@flagstaffaz.gov) was emailed a link to sign.
05/01/2024 09:37 MST	Brandi Suda (bsuda@flagstaffaz.gov) was emailed a link to sign.
05/01/2024 10:06 MST	Rick Tadder (rtadder@flagstaffaz.gov) viewed the document on Chrome via Windows from 207.246.9.250.
05/05/2024 16:03 MST	Brandi Suda (bsuda@flagstaffaz.gov) was emailed a reminder.
05/05/2024 16:03 MST	Rick Tadder (rtadder@flagstaffaz.gov) was emailed a reminder.

TIMESTAMP	AUDIT
05/06/2024 08:18 MST	Brandi Suda (bsuda@flagstaffaz.gov) viewed the document on Microsoft Edge via Windows from 207.246.9.250.
05/06/2024 08:43 MST	Brandi Suda (bsuda@flagstaffaz.gov) authenticated via email on Microsoft Edge via Windows from 207.246.9.250.
05/06/2024 08:43 MST	Brandi Suda (bsuda@flagstaffaz.gov) signed the document on Microsoft Edge via Windows from 207.246.9.250.
05/06/2024 09:35 MST	Rick Tadder (rtadder@flagstaffaz.gov) viewed the document on Chrome via Windows from 207.246.9.250.
05/06/2024 09:35 MST	Rick Tadder (rtadder@flagstaffaz.gov) viewed the document on Chrome via Windows from 40.94.28.220.
05/06/2024 09:35 MST	Rick Tadder (rtadder@flagstaffaz.gov) authenticated via email on Chrome via Windows from 207.246.9.250.
05/06/2024 09:35 MST	Rick Tadder (rtadder@flagstaffaz.gov) signed the document on Chrome via Windows from 207.246.9.250.



City of Flagstaff

Heinfeld, Meech & Co., P.C.
751 E. Pine Knoll Suite 1201
Flagstaff, AZ 86001

This representation letter is provided in connection with your audit of the financial statements of City of Flagstaff, Arizona, which comprise the respective financial position of the governmental activities the business-type activities, each major fund, the respective budgetary comparison for the General Fund, Highway User Revenue Fund and the Transportation Fund and the aggregate remaining fund information as of June 30, 2024, and the respective changes in financial position and, where applicable, cash flows for the period then ended, and the disclosures (collectively the “financial statements”), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of our signature, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with U.S. GAAP.
6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
8. The effects of all known actual or possible litigation, claims, and assessments have been evaluated, and if necessary, have been accounted for and disclosed in accordance with U.S. GAAP.
9. Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

10. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d. Minutes of the meetings of the insert type of City Council here or summaries of actions of recent meetings for which minutes have not yet been prepared.
11. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
12. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

13. We have no knowledge of any fraud or suspected fraud that affects the **City** and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
14. We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, grantors, regulators, or others.
15. We have no knowledge of any instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
16. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
17. We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions, including any side agreements.

Government-specific

18. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
19. If applicable, we have taken timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts, and grant agreements that you have reported to us.
20. We have a process to track the status of audit findings and recommendations.
21. We have identified and communicated to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
22. We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
23. If applicable, we have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
24. The City has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, deferred outflows/inflows of resources, and fund balance or net position.
25. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.

26. With respect to your compliance examination of highway user revenue fund monies and other dedicated state transportation revenues, we represent the following:
 - we are responsible for compliance with A.R.S. Title 28, Chapter 18, Article 2; and for establishing and maintaining effective internal controls to ensure compliance.
 - we have disclosed to you all known noncompliance with the aforementioned statutes and related requirements.
 - we have disclosed to you all communications from regulatory agencies, internal auditors, other independent accountants or consultants, and others regarding possible noncompliance with the aforementioned statutes and related requirements.
27. We have identified and disclosed to you all instances of identified fraud and suspected fraud that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
28. We have identified and disclosed to you all instances of identified noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
29. We have identified and disclosed to you all instances of identified abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
30. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
31. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
32. The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
33. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
34. If applicable, the financial statements include all component units, appropriately present majority equity interest in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
35. The financial statements include all fiduciary activities required by U.S. GAAP.

36. The financial statements properly classify all funds and activities in accordance with U.S. GAAP.
37. All funds that meet the quantitative criteria for presentation as a major fund are identified and presented as such and all other funds that are presented as a major fund are particularly important to financial statement users.
38. Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
39. Investments are properly valued.
40. With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
41. If applicable, provisions for uncollectible receivables have been properly identified and recorded.
42. All payroll information and the individual employment data have been properly submitted to the state retirement systems, and the employer contributions have been properly submitted to the retirement systems.
43. There were no omissions from the participants' data provided to the City's actuary for the purpose of determining the net pension and OPEB liabilities and other actuarially determined amounts in the financial statements.
44. The City agrees with the actuarial methods and assumptions used by the actuary for funding and financial reporting purposes, and for determining the City's actuarial the net pension and OPEB liabilities and has no knowledge or belief that such methods or assumptions are inappropriate in the circumstances.
45. The City agrees with the results of actuarial reports issued and have adequately considered the qualifications of the actuary in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the actuary with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the actuaries.
46. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

47. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, or contributions to permanent fund principal.
48. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
49. Special and extraordinary items, if any, are appropriately classified and reported.
50. Deposits and investment securities are properly classified as to risk and are properly disclosed.
51. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
52. We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
53. We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
54. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
55. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
56. With respect to the supplementary information presented, such as the combining and individual fund financial statements and schedules, financial data schedules (FDS) for HUD reporting and the schedule of expenditures of federal awards.
 - a. We acknowledge our responsibility for presenting the supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

- b. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
57. We acknowledge our responsibility for the other information included in the financial statements, such as the transmittal letter and statistical data. We believe the other information, including its form and content, is fairly presented and is materially consistent with the basic financial statements.
58. With respect to federal award programs:
- a. We are responsible for understanding and complying with and have complied with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards (SEFA).
 - b. We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
 - c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
 - d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
 - e. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
 - f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

- g. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards, if any.
- j. We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR Part 200, Subpart E).
- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.

- s. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t. If applicable, we have monitored subrecipients to determine that they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.
- u. If applicable, we have issued management decisions for audit findings that relate to federal awards made to subrecipients and such management decisions have been issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse. Additionally, we have followed-up ensuring that the subrecipient has taken timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient.
- v. If applicable, we have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- w. We have charged costs to federal awards in accordance with applicable cost principles.
- x. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- y. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- z. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- aa. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
- bb. If applicable, we have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

We understand that at the conclusion of the audit Heinfeld, Meech & Co, P.C. will submit to the City Council a communication to those charged with governance that will include a copy of this representation letter and a copy of the engagement letter.

Rick Tadder

12/19/2024

Rick Tadder, Management Services Director/Treasurer
City of Flagstaff, Arizona

Date


Brandi Suda

12/19/2024

Brandi Suda, Finance Director
City of Flagstaff, Arizona

Date



SIGNATURE CERTIFICATE



REFERENCE NUMBER
BC826781-167F-4FE2-98DE-CB62E626C0B1

<p>TRANSACTION DETAILS</p> <p>Reference Number BC826781-167F-4FE2-98DE-CB62E626C0B1</p> <p>Transaction Type Signature Request</p> <p>Sent At 12/19/2024 11:30 EST</p> <p>Executed At 12/19/2024 19:35 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum da7c4bd7d7125bc3a25938b327cace369a94220a9af867ff6f07d2798e6ab991</p> <p>Signer Sequencing Enabled</p> <p>Document Passcode Disabled</p>	<p>DOCUMENT DETAILS</p> <p>Document Name General Rep Govt Single Audit Flagstaff City 24</p> <p>Filename General_Rep_Govt_Single_Audit_Flagstaff_City_24.pdf</p> <p>Pages 10 pages</p> <p>Content Type application/pdf</p> <p>File Size 340 KB</p> <p>Original Checksum 0d78418837c7e31eacb7779c953a7b5a8c627e85a1927e413804b974a71c8e90</p>
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Rick Tadder</p> <p>Email rtadder@flagstaffaz.gov</p> <p>Signer Sequence 1</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 46c658d0a2f4cbe65537cc9b758de5dd16be10cc0e7b8ba77cad3a138c1d0bdf</p> <p>IP Address 174.205.231.229</p> <p>Device Chrome Mobile via Android</p> <p>Drawn Signature </p> <p>Signature Reference ID 95DCFBDB</p> <p>Signature Biometric Count 4</p>	<p>Viewed At 12/19/2024 19:33 EST</p> <p>Identity Authenticated At 12/19/2024 19:35 EST</p> <p>Signed At 12/19/2024 19:35 EST</p>
<p>Name Brandi Suda</p> <p>Email bsuda@flagstaffaz.gov</p> <p>Signer Sequence 0</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 8055bf32a1591e9a8d5cf626968a427f2f4e4833627bce1c1f398569cbadc73a</p> <p>IP Address 207.246.9.250</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 94BE6961</p>	<p>Viewed At 12/19/2024 18:37 EST</p> <p>Identity Authenticated At 12/19/2024 18:38 EST</p> <p>Signed At 12/19/2024 18:38 EST</p>

AUDITS

TIMESTAMP	AUDIT
12/19/2024 11:30 EST	Heidi Hibbard (heidi.hibbard@hm.cpa) created document 'General_Rep_Govt_Single_Audit_Flagstaff_City_24.pdf' on Chrome via Windows from 54.144.112.110.
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CITY OF FLAGSTAFF



Presentation of the City of Flagstaff Annual Audit for the Fiscal Year Ended June 30, 2024

Michael Loren Lauzon, CPA, MBA

James Shankland, CPA



Audit Requirements

- The City is required by City Charter and State Statute to issue an annual audited financial report, and federal law requires the City to undergo an annual Single Audit of federal financial assistance
- Effective September 29, 2021, ARS §9-481(H), as amended by Laws 2021, Ch 427, §1, auditors must present audit results and any findings to the Council in a regular meeting without the use of a consent agenda within 90 days of audit completion.
- Annual Comprehensive Financial Report (ACFR) posted online; at least 5 years of reports.

Importance of the Audit

- Verify management representations regarding finances
- Demonstrate stewardship and accountability to:
 - **Citizens**
 - **City Council**
 - **Grantors**
 - **Federal and state agencies**
 - **Bond holders**
 - **IRS**
 - **Creditors**
- Review compliance with certain laws and regulations
- Governing body ultimately must ensure management fulfills its responsibility

Audit Process



Engagement letter and initial planning of the audit began in May 2024



Site visits in June, October, and November

June visit was primarily focused on internal controls and federal compliance

October/November visits were primarily focused on substantive testwork of the City's general ledger balances and ACFR



Various audit procedures performed remotely between site visits

Audit requests and documentation communicated through use of Engagement Organizer software, or provided on-site



Annual Comprehensive Financial Report and Single Audit both issued on December 19, 2024

Audit Methodology

Financial

- General ledger is obtained from City
- Significant audit areas are identified and procedures are planned to address risk
- Internal controls are documented and evaluated
- Substantive testwork is completed
 - Cash, revenue, expenditures, debt, pension, capital assets, etc.
- Analytical testwork is performed during both planning and conclusion phases of audit

Federal

- Draft Schedule of Expenditures of Federal Awards (SEFA) is obtained from City staff
- Risk assessment-based approach used to select major federal programs for the year
- Applicable compliance requirements are identified by program
 - Ex: Activities Allowed or Unallowed, Eligibility, Reporting, Subrecipient Monitoring
- Tests of controls over compliance performed
- Tests of compliance performed

Reports Issued

- Annual Comprehensive Financial Report (ACFR)
- Single Audit report (SA)
- Examination report on compliance with Highway User Revenue Fund (HURF) monies
- Annual Expenditure Limitation (AELR) examination
- Agreed-upon-procedures related to ADEQ landfill requirements
- Agreed-upon-procedures related to HUD FDS & REAC submissions **(in-progress)**
- Report on compliance with Passenger Facility Charge Program

- Due dates
 - ACFR due by December 31, 2024
 - Other reports typically due by March 31, 2025, with a few exceptions
- All reports have met the required deadlines or will

Financial Audit Highlights – ACFR



Unmodified opinion - highest opinion we can give

Not a statement of perfection but that the “financial statements are materially free from misstatement due to error or fraud”

The purpose of a financial audit is not to catch fraud but rather to review material amounts on the financial statements and for compliance with state or federal requirements



No internal control deficiencies noted

Not giving an opinion on internal control, although if we uncover any material weaknesses or significant deficiencies in internal control, we are required to disclose those



Issued in time to meet the GFOA submission for the *Certificate of Achievement for Excellence in Financial Reporting*

Single Audit Highlights

City qualifies as a low-risk auditee based on prior audit results

Unmodified opinion on compliance with federal requirements - highest opinion we can give

Tested the following federal programs:

- Public Housing Operating Fund (14.850)
- Coronavirus State and Local Fiscal Recovery Fund (21.027)
- Clean Water State Revolving Fund Cluster (66.458)

Total federal expenditures of \$31.2 million

Audit coverage = approximately 38% (20% is requirement)

Questions?

Audit Team Contacts:

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Audit Partner

928-556-5271

michael.lauzon@hm.cpa

James Shankland, CPA

Audit Manager & Main Liaison with City Staff

928-556-5267

james.Shankland@hm.cpa

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Edward Schenk, Water Services Manager - Stormwater
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Adoption of Resolution No. 2025-10 and Ordinance No. 2025-04: An ordinance to revise the Stormwater Management Design Manual to comply with current standards, definitions, and engineering design by adopting the 2025 Stormwater Management Design Manual.

STAFF RECOMMENDED ACTION:

1. Adopt Resolution No. 2025-10
2. Read Ordinance No. 2025-04 by title only for the final time
3. City Clerk reads Ordinance No. 2025-04 by title only (if approved above)
4. Adopt Ordinance No. 2025-04

Executive Summary:

The 2025 Stormwater Management Design Manual has been developed to assist in the design and evaluation of public and private stormwater management facilities within the boundaries of the City of Flagstaff. Stormwater management policies, design procedures, and design criteria are presented within the manual for conducting hydrologic and hydraulic studies, designs, and evaluations.

The overall goals for the development of this manual are to:

- Ensure compliance with applicable floodplain and stormwater management regulations, policies, and design criteria
- Minimize public expenditures for drainage projects
- Minimize the review time of drainage report and/or grading and drainage plan submittals
- Provide consistent policies and criteria that will result in uniform practices and drainage infrastructure within the City of Flagstaff
- Improve the water quality of stormwater runoff within the City of Flagstaff

The current Stormwater Management Design Manual was adopted in 2009 and contains standards that need to be updated, engineering design, and policy. This update was contracted by the Stormwater Section to Woodson/Ardurra and is largely based on current drainage plans by ADOT, Maricopa County, and Coconino County. Engineering peer-review was provided in the spring of 2024 with comment resolution in summer of 2024. A public comment period was initiated after the September 19, 2024 Water Commission presentation of this draft revision. Public comments are also addressed in this revision.

Financial Impact:

Project Name: COF Stormwater Management Drainage Design Manual revision
Cost: \$88,500
Account Number Budgeted: 206-08-331-1251-0-4206
Funding Source: Stormwater Utility

Policy Impact:

This revision will bring the City on-par with most municipalities in the region. The current manual is 16 years old and is in need of update.

Previous Council Decision or Community Discussion:

High performance governance: Serve the public by providing high quality internal and external customer service (SP)1.2/ 3.2/ (RP)ED.1

Safe & Healthy Community: Foster a safe, secure, and healthy community (SP)3.4/ 4.1/(RP)PF.1/ PF.3

Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well-maintained infrastructure system (SP)3.2/ (RP)PF.2/ E.1-2/ WR.1-6/ LU.7-8/ CD.1/ T.4-6/ REC.1

Environmental Stewardship: Implement sustainable building practices and alternative energy and transportation options (RP)E&C.6/ E.1-2/ WR.3/ PF.2/ REC.1/ LU.5/ LU.10/ LU.13-14/ LU.18/ T.3-7/E&C.2

Carbon Neutrality Plan

Community resilience, CR-1 and CR-2

Regional Plan

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Options and Alternatives to Recommended Action:

Recommended action:

Adopt Resolution 2025-10 and Ordinance 2025-04 with the revisions in the 2025 Stormwater Management Design Manual.

Alternative 1: Deny adoption of the resolution and ordinance with the revisions in 2025 Stormwater Management Design Manual and retain the 2009 manual.

Alternative 2: Provide further revisions to the updated 2025 Stormwater Management Design Manual, which will delay adoption and may add cost to the project.

Background and History:

The original Stormwater Management Design Manual was adopted in 2001 and revised in 2009. The manual is intended as a guide for stormwater best practices for new development. The draft revised version was created by Woodson/Ardurra over the last year based on current design manuals from Maricopa County, Coconino County, and ADOT.

Connection to PBB Priorities and Objectives:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community: Ensure the built environment is safe through the use of consistent standards, rules & regulations, & land use practices

Connection to Regional Plan:

Regional Plan

Goal WR.5: Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal T.21: Improve transportation safety and efficiency for all modes.

Connection to Carbon Neutrality Plan:

This project has no nexus with the CNP.

Connection to 10-Year Housing Plan:

This project has no significant nexus with the 10-year housing plan.

Connection to Division Specific Plan:

This supports both the 2025 Water Services Division Plan and the 2028 Stormwater Section Plan.

Attachments:

[Res. 2025-10](#)

[Ord. 2025-04](#)

[Stormwater Management Design Manual](#)

[Current manual](#)

[Presentation](#)

RESOLUTION NO. 2025-10

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DESIGNATING THE
“2025 STORMWATER MANAGEMENT DESIGN MANUAL” A PUBLIC
RECORD**

RECITALS:

WHEREAS, the City is an Arizona municipal corporation and has all necessary powers, express and implied, under state law as well as City Charter and City Code to design and operate infrastructure for the management of stormwater; and

WHEREAS, pursuant to A.R.S. § 9-240(5) a municipality may provide infrastructure for stormwater management; and

WHEREAS, the Flagstaff City Code Title 12 authorizes the City establish regulations with respect to the flood plain including the management of stormwater design and operations; and

WHEREAS, the City Council of the City of Flagstaff previously passed Ordinance 2001-05 adopting the a Stormwater Management Design Manual, which was later amended in 2009; and

WHEREAS, the City Council of the City of Flagstaff now desires to amend and update the Stormwater Management Design Manual by adopting the “2025 Stormwater Management Design Manual.”

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as the “2025 Stormwater Management Design Manual” attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy shall remain on file with the City Clerk in compliance with A.R.S. § 44-7041.

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 18th day of March, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

A. 2025 Stormwater Management Design Manual

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 12, FLOODPLAINS, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED “2025 STORMWATER MANAGEMENT DESIGN MANUAL”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend provisions in Title 12, Floodplains, in the Flagstaff City Code, more specifically to the Stormwater Management Design Manual; and

WHEREAS, the City is an Arizona municipal corporation and has all necessary powers, express and implied, under state law as well as City Charter and City Code to design and operate infrastructure for the management of stormwater; and

WHEREAS, pursuant to A.R.S. § 9-240(5) a municipality may provide infrastructure for stormwater management; and

WHEREAS, the Flagstaff City Code Title 12 authorizes the City establish regulations with respect to the flood plain including the management of stormwater design and operations; and

WHEREAS, the City Council of the City of Flagstaff previously passed Ordinance 2001-05 adopting the a Stormwater Management Design Manual, which was later amended in 2009; and

WHEREAS, Woodson/Ardurra was retained by the City as a consultant to provide suggested updates and revisions to the Stormwater Management Design Manual; and

WHEREAS, that certain document declared as a public record by Resolution 2025-10 known as the “2025 Stormwater Management Design Manual” incorporates Woodson/Ardurra’s suggested updates and revisions, as well as current drainage plans by ADOT, Maricopa County, and Coconino County; and

WHEREAS, an engineering peer-review was provided in the spring of 2024 with comment resolution in summer of 2024 on the 2025 Stormwater Management Design Manual; and

WHEREAS, a public comment period was initiated after the September 19, 2024 Water Commission presentation of the updates and revisions in the 2025 Stormwater Management Design Manual; and

WHEREAS, public comments are also addressed in the 2025 Stormwater Management Design Manual;

WHEREAS, the City Council of the City of Flagstaff now desires to amend and update the Stormwater Management Design Manual by adopting the “2025 Stormwater Management Design Manual.”

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. That certain document known as *"2025 Stormwater Management Design Manual"*, one (1) paper copy and (1) electronic copy of which are on file in the office of the City Clerk of the City of Flagstaff, Arizona, and which document is declared a public record by Resolution No. 2025-10 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

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 18th day of March, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF FLAGSTAFF

2025 STORMWATER MANAGEMENT DESIGN MANUAL

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DEFINITIONS

The following terms are defined below for the purpose of this Manual.

ADMINISTRATIVE FLOODPLAIN – a 100-year inundation limit floodplain that is not recognized by FEMA but is regulated as such by the City of Flagstaff

ADVERSE IMPACT - no adverse impact means that the actions of any community or property owner should not adversely impact the property and rights of those downstream with respect to drainage modifications.

AGGRADATION – a progressive buildup or raising of a channel or stream bed due to sediment deposition.

ARTERIAL STREET – a Type I or Type II Street as defined in the City of Flagstaff Engineering Design and Construction Standards & Specifications.

ATTENUATION – a reduction in downstream peak flood discharges induced by storage provided within stormwater detention facilities, channels, and overbank areas.

BASE FLOOD – the flood event having a one (1) percent chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood event.

CITY – a political subdivision known as the City of Flagstaff incorporated under the Arizona Revised Statutes.

CITY CHARTER – the governing document adopted by the qualified voters of the City of Flagstaff providing authority to City Council together with the Arizona Constitution and the Arizona Revised Statutes.

CITY CODE – the ordinances, laws and regulations established by City Council under the authority of the City Charter, Arizona Revised Statutes and the Arizona Constitution.

CITY COUNCIL – the governing body of the City of Flagstaff comprised of seven officials elected by the qualified voters of Flagstaff as authorized under the Arizona Constitution, Arizona Revised Statutes, and the City Charter.

CHANNEL – a natural or man-made conveyance for water in which the water surface is exposed to the atmosphere and the gravity force component in the direction of motion is the driving force.

COMBINATION INLET – a pavement drainage structure typically comprised of a curb-opening and a grate inlet.

COLLECTOR STREET – a Type III Street as defined in the City of Flagstaff Engineering Design and Construction Standards & Specifications.

CRITICAL DEPTH – is that depth of flow at which the specific energy of a given flow rate is at a minimum. It is also where the Froude number is equal to one.

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CROWN – synonymous with "soffit". Not to be confused with a street crown.

CURB – a concrete barrier found at the edge of the street pavement, usually six inches in height.

CURB-OPENING INLET – a pavement drainage inlet consisting of an opening in the vertical curb of a roadway section.

CULVERT – a relatively short, closed conduit typically designed to convey stormwater through structures such as roadways; typically designed hydraulically to take advantage of submergence to increase hydraulic capacity.

DEGRADATION – a progressive lowering of a channel bed due to scour.

DESIGN CRITERIA – are the standards by which a policy is carried out or placed into effect.

DETENTION FACILITY – a permanent flood control system or stormwater management facility whose primary purpose is to temporarily store stormwater and release the stored stormwater runoff at controlled rates. Also used as a means of attenuating the effects of increased runoff caused by development by temporarily storing runoff and metering the discharge at pre-development rates, thereby lengthening the duration of flow (not a volume reduction).

DEVELOPMENT – any land change, including but not limited to subdivisions, buildings, other structures, mining, dredging, clearing, grubbing, stripping, grading, roads, paving, excavation, drilling, transporting and filling of land.

DROP INLET – a drainage inlet with a horizontal or nearly horizontal opening.

DROP STRUCTURE – a hydraulic structure used in an open channel or conduit for grade control or energy dissipation purposes.

EMBANKMENT – a man-made earth fill structure constructed for the purpose of roadway elevation, detention and/or impoundment of water.

ENERGY DISSIPATOR – any device designed to protect downstream areas from erosion by reducing the velocity of flow to acceptable limits.

ENERGY GRADE LINE (EGL) – a line which represents the static head plus the pressure head plus the velocity head at any point along a storm drain or channel.

ENGINEER – a registered professional engineer in the State of Arizona who demonstrates proficiency in the specific area of design.

EROSION – the process of removal and transport of soil particles or land surface by the action of wind, water, ice, gravity or any combination thereof.

EROSION AND SEDIMENT CONTROL – the control of solid material, both mineral and organic, during a land disturbing activity or development to prevent its transport out of the disturbed area or development.

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EXTENDED DETENTION – A basin designed for retention and detention. The retention portion of the basin is below the basin outlet that holds water and allows infiltration or has an underdrain system that filters water.

FCDMC – an abbreviation for the Flood Control District of Maricopa County.

FEMA – an abbreviation for the Federal Emergency Management Agency.

FHWA – an abbreviation for the Federal Highway Administration.

FILTER FABRIC – a layer of synthetic material that is placed between fine-grained (natural) material and riprap to prevent the erosion.

FLARED WINGWALLS – the part of a culvert headwall which serves as a retaining wall for the roadway embankment or channel banks. The walls form an angle to the centerline of the culvert.

FLOODPLAIN – is those areas adjoining the channel of a watercourse including areas where drainage is or may be restricted by man-made structures which have been or may be covered partially or wholly by floodwater from the base flood.

FLOODWAY – is the channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FLOODWAY FRINGE – is that portion of the Special Flood Hazard Area (floodplain) located outside of the Regulatory Floodway.

FLUME – an open or closed channel used to convey water, typically down an embankment.

FREEBOARD – the additional vertical distance between the calculated maximum water surface level in a culvert, reservoir, tank, detention basin, channel, canal, or wash and the top of the confining structure.

FROUDE NUMBER – a dimensionless number that represents the ratio of inertial forces to gravitational forces. High Froude numbers are indicative of high velocity and high potential for scour.

GRADE CONTROL STRUCTURE – a hydraulic structure constructed across an open channel or stream from bank to bank to control bed slope and prevent channel degradation and head cutting.

GRADING AND DRAINAGE PLAN – the set of drawings and other documents that comprise all the information and specifications for the drainage system, structures, concepts and techniques that will be used to control stormwater runoff, erosion, and sediment transport.

GRATE INLET – a drainage structure consisting of an opening in the gutter, covered by one or more metal grates, set flush with the pavement or gutter or located at the roadside in a low point, swale or channel.

GUTTER – that portion of the roadway section adjacent to the curb which is utilized to convey stormwater runoff. It may include a portion or a complete traveled lane, shoulder or parking lane, and a limited width adjacent to the curb may be of different materials and have a different cross slope.

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HEADCUTTING – is an abrupt vertical drop in an earthen channel bottom or embankment caused by erosive flows. This type of erosion typically moves upstream due to changes in discharge and sediment load characteristics.

HEADWALL – the structural appurtenance usually applied to the end of a culvert to control an adjacent roadway embankment and protect the culvert end.

HEADWATER – is that depth of water impounded upstream of a culvert due to the influence of the culvert constriction, friction, and configuration.

HYDRAULIC GRADE LINE (HGL) – a line which represents the static head plus the pressure head of flowing water and is equal to the total energy grade line minus the velocity head at any point along a storm drain. Typically referred to as the locus of elevations to which the water would rise in successive piezometer tubes if the tubes were installed along a pipe run.

HYDRAULIC JUMP – an abrupt rise in the water surface caused by abrupt transitions from a supercritical flow regime to a subcritical flow regime in the flow direction.

IMPERVIOUS – the condition of being impenetrable to water; incapable of infiltration. Surface examples include hardscape (parking lots, sidewalks, rooftops, pavement, cinders, gravel, aggregate base).

INVERT – the floor, inside, bottom, or the lowest portion of a conduit or channel.

LAND DISTURBING ACTIVITY – any use of the land that results in a change in the natural cover or topography that may cause erosion and contribute to sediment and alter the quality and/or quantity of storm water runoff emanating from that land.

LOCAL SCOUR – erosion which occurs as the result of high velocity flow at a culvert, storm drain outlet, pier, or abutment which extends only a limited distance downstream.

LOW CHORD – the elevation of the lowest portion of a bridge deck structure used to determine the open area below the bridge available for freeboard and flow conveyance.

MANNING'S "n" – a coefficient of roughness, typically used in a formula for estimating the capacity of an open channel or conduit to convey water.

MILD SLOPE – a slope where the critical depth is less than the normal depth; a slope that produces subcritical flow during uniform flow.

MULTI-PURPOSE Basin – a detention facility which provides other benefits in addition to flood control, such as recreation, parking, visual buffers, and stormwater water treatment.

NORMAL (UNIFORM) FLOW – open channel flow which occurs when the discharge, velocity, depth, slope, and channel cross-section are uniform throughout the reach. The water surface profile and channel bottom are parallel.

NPDES – acronym for the National Pollutant Discharge Elimination System program and permitting

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process administered by the Environmental Protection Agency for the purpose of improving the quality of the nation's waters by mitigating non-point source pollution in urban stormwater runoff.

OBSTRUCTION – is any physical alteration in, along, across or projecting into any channel, watercourse, or floodway which may impede or divert floodwaters, or may itself be carried xvi downstream to cause damage to life or property. Examples include but are not limited to: any dam, wall, embankment, bridge, conduit, culvert, building, structure, levee, dike, abutment, projection, excavation, fill, stockpile, fence, wire, rock, gravel, refuse, vehicle, equipment, or vegetation.

POLICY – is a set of goals that establish a definite course or method of action and that are established to guide and determine present and future decisions. Policy is implemented through design criteria established as standards for making decisions.

PRESSURE FLOW – the flow of water within a closed conduit without a free surface open to atmospheric pressure, and the HGL is above the pipe soffit.

RESERVOIR ROUTING – flood routing of inflow and outflow hydrographs through a reservoir or detention basin.

RETENTION BASIN – is a stormwater storage facility which reduces runoff and is drained by subsurface infiltration or reuse instead of a positive outlet.

RIPRAP – rock or stones placed in a loose assemblage along the banks/bed of a channel or outlet of a conduit to inhibit erosion and scour.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, wash, or brook.

RUNOFF CONTROL VOLUME– The initial volume of stormwater runoff that contains a disproportionately large load of pollutants during short storms or the early part of larger storms due to the accumulation of pollutants between storms

RURAL FLOODPLAIN–Natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in [Section 10-90.40.030](#), Rural Floodplain Map, and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e., 100 percent protection).

SEDIMENT TRAP – an area within a stormwater detention facility or construction site which is designed to trap incoming sediments for the purpose of facilitating maintenance.

SEDIMENTATION – the process involving the deposition of soil particles which have been carried by flood waters or stormwater runoff.

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SEEPAGE – the movement of water through pores and voids of pervious material such as soil, gravel, filter fabric, etc.

SETBACK – the minimum horizontal distance between a structure and a channel, stream, wash, riverine, natural watercourse, or detention basin as measured from the top edge of the highest bank.

SHALL – means a required element.

SHEET FLOW – shallow, diffuse runoff typically characterized by an approximately equal depth of runoff across a broad width of flow without concentrating in gullies and streams (often referred to as overland flow).

SHOULD – a recommended element; not a requirement.

SLOTTED DRAIN INLET – a pavement drainage inlet composed of a continuous slot built into the soffit of a pipe which serves to intercept, collect, and transport the flow.

SOFFIT – is the inside top of a culvert or storm drain conduit. Also referred to as the "crown".

SOIL STABILIZATION – the installation of vegetative, synthetic, or structural measures to protect soil from erosive forces of raindrop impact and flowing water.

SPREAD – the width of flow measured laterally from the roadway to the face of curb at the water surface level.

STEEP SLOPE – a slope where the critical depth is greater than the normal depth; a slope that produces supercritical flow during uniform flow.

STORM DRAIN – a combination of underground conduits (laterals, trunks, pipes) and surface inlet structures utilized for the purpose of removing stormwater runoff from the ground surface or street pavement and conveying it to a downstream discharge point.

STORM DURATION – the period or length of a storm event.

STORMWATER MANAGEMENT – the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner to minimize channel erosion, flood damage, and/or degradation of water quality and in a manner to enhance and ensure public health, safety, and general welfare, which shall include a system of vegetative or structural measures, or both, that control the increased volume and rate of runoff caused by manmade changes to the land.

STORMWATER SECTION DIRECTOR – is the duly designated head of the City of Flagstaff Stormwater Management Section, or his/her duly authorized representative or agent.

STORMWATER RUNOFF – is the direct response of a watershed or drainage area to precipitation from a storm event and/or snow melt and includes surface and subsurface runoff or drainage that enters a watercourse, street, storm drain or other concentrated flow during and following precipitation.

SUBCRITICAL FLOW – flow regime which occurs when the Froude number is less than one (1), flow

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depths are greater than critical depth, small water surface disturbances travel both up and downstream, and the control of the flow depth is always located downstream.

SUMP – a low point typically found within a street profile where stormwater runoff collects.

SUPERCritical FLOW – flow regime which occurs when the Froude number is greater than one (1), depths are less than critical depth, small water surface disturbances are always swept downstream, and the location of the flow control is always upstream.

TAILWATER – the water surface elevation or depth of flow in a channel, watercourse, or other receiving water body directly downstream of a culvert or storm drain outlet.

TIME OF CONCENTRATION (TC) – is the time required for stormwater runoff to flow from the hydraulically most remote point of a watershed or drainage area to the point of interest or watershed outlet. The most remote point is the point from which the time of runoff is the greatest. Thus, the TC is the maximum time for water to travel through the watershed, which is not always the maximum distance from the outlet to any point in the watershed.

URBAN FLOODPLAIN – All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns.

WASH – is a natural watercourse which is typically undisturbed by development.

WATERCOURSE – is a naturally occurring river, riverine, stream, creek, wash, lake or other body of water or channel consisting of banks and bed through which continuous or periodic flows occur. This may include any depression serving as a conveyor of stormwater.

WATERSHED – the catchment area for rainfall which is delineated as the drainage area producing stormwater runoff to a given point. It is assumed that the base flow in a stream also originates from the same area.

WEIR – is a depression or notch in the side or top of an outlet structure or a depression of specific shape in the embankment of a stormwater detention facility. Weirs are classified in accordance with the specific shape of the notch such as rectangular, V-notch, trapezoidal, parabolic, or proportional.

1.0 GENERAL CONDITIONS AND REQUIREMENTS

1.1 PURPOSE AND INTENT

This 2025 Stormwater Management Design Manual has been developed to assist in the design and evaluation of public and private stormwater management facilities within the boundaries of the City of Flagstaff. Stormwater management policies, design procedures, and design criteria are presented herein for conducting hydrologic and hydraulic studies, designs, and evaluations. Although the intent of this section is to establish uniform design practices, it neither replaces the need for engineering judgment nor precludes the use of information not presented. Other accepted engineering procedures may be used to conduct hydrologic and hydraulic studies if prior approval from the City Stormwater Section Director is obtained.

The overall goals for the development of this manual are to:

- Ensure compliance with applicable floodplain and stormwater management regulations, policies, and design criteria
- Minimize public expenditures for drainage projects
- Minimize the review time of drainage report and/or grading and drainage plan submittals
- Provide consistent policies and criteria that will result in uniform practices and drainage infrastructure within the City of Flagstaff
- Improve the water quality of stormwater runoff within the City of Flagstaff

Compliance with the requirements in this Manual does not relieve the owner, developer, engineer, or contractor from obtaining and following the permit requirements of other applicable agencies.

1.2 LEGAL AUTHORITY

The City of Flagstaff has adopted this Manual for the design and construction of all public and private stormwater management facilities as part of the Engineering Design and Construction Standards & Specifications under Title 13 Chapter 8 *Stormwater Management*. The City has also adopted a flood damage prevention ordinance under Title 12 *Floodplains* thereby adopting the role as the Floodplain Administrator for all regulatory floodways and floodplains within the City of Flagstaff.

The City of Flagstaff shall not knowingly issue any permit(s) – for construction or improvements on any property – which will allow a negatively impacting alteration of the flow rate, velocity, volume or location and manner (substantially the same) of waters entering or exiting adjoining properties. Projects that require a Floodplain Use Permit shall be designed and constructed in accordance with the City floodplain regulations and the National Flood Insurance Program (NFIP).

Property owners or their authorized representatives applying for City issued permits must obtain a written approval from the City Stormwater Section Director or his/her designee before issuance of permits. If the permit approval requires engineering analysis, then the engineer's report and construction plans must conform to the principles and practices set forth in this Manual and City Code Title 13 Engineering Design Standards and Specifications for New Infrastructure.

1.3 APPLICABILITY

The policies, design criteria, and procedures presented in this Manual are applicable to the design and analysis of drainage facilities of both public improvement and private development projects within the City of Flagstaff that either drain to city-owned infrastructure or the floodplain within city limits. It is the intent of this manual to allow flexibility in methods and standards used in specific instances. Refer to Section 1.5.

The hydrologic and hydraulic design criteria presented in this Manual are based on generally accepted engineering procedures and criteria, but the direct applicability of these criteria to an individual project must be verified by an Arizona Registered Professional Civil Engineer.

1.4 REFERENCES

The latest version of the Flood Control District of Maricopa County (FCDMC) Drainage Design Manual – Hydraulics has been adopted for hydraulic computations. Hydraulic information has been provided in the City Manual as well. The City SMDM governs and then reference should be made to the FCDMC Manual for items not found. At the time of this Manual, the current version of the FCDMC manual is the 2018 edition. Where certain exclusions, modification, or supplements to the sections of the adopted manuals are required, they are stated within the specific section of this Manual. If a subsequent update to the FCDMC hydraulics manual conflicts with this Manual, the Engineer shall seek clarification from the City Stormwater Section Director.

The City of Flagstaff uses the following mapping data requirements. The project horizontal coordinates and vertical datum shall be in accordance with City of Flagstaff City Code Division 13-03-001 Applied Standards for Surveying.

Horizontal Datum : NAD 83, Arizona State Plane Coordinates, Central Zone

Vertical Datum : NAVD88

1.5 DEVIATION FROM ADOPTED STANDARDS

The City Stormwater Section Director or his/her designee may approve deviations from the standards set forth in this Manual if proper justification is provided. It is the intent of this Manual to allow flexibility in the approach to meeting the intent and requirements herein. Smaller non-commercial projects that have negligible downstream impacts may be granted

a waiver from these standards. Approval of any deviations shall be solely at the discretion of the City. All known deviations must be approved by the City Stormwater Section Director before approval of the Engineering Plans for construction.

1.6 DISCLAIMER

The City of Flagstaff reviews and approves flood hazard delineation studies, drainage reports, and construction plans for projects within city limits to ensure conformance with this Manual, the City's flood damage prevention ordinance, the City's subdivision requirements, and the planning and zoning ordinance as appropriate under the separate authorities. Notwithstanding, the City assumes no liability for insufficient design or improper construction of improvements.

City review and approval does not absolve the owner, developer, design engineer, or contractor of liability for inadequate design or improper construction. The design engineer has the responsibility to design drainage facilities that meet the standards of practice for the industry and promote public safety. Compliance with the regulatory elements in addition to meeting the drainage policy and minimum design standards does not guarantee that properties will be free from flooding or flood damage.

The City and its designated officials or employees assume no liability for errors and omissions for the information, data, or conclusions prepared by the design engineer and other environmental professionals and make no warranty expressed or implied in their review and approval of drainage and floodplain projects or studies including stormwater quality submittals, or the use of technical data and procedures provided in this Manual.

2.0 DRAINAGE REPORTS

2.1 GENERAL INFORMATION

Drainage reports and/or engineered grading and drainage plans are required to:

- Analyze the impact that the proposed development or project will have on stormwater discharge flow.
- Provide adequate data to ensure that the development is designed to be protected from flooding and conforms to applicable floodplain and stormwater management regulations.
- Provide data for the design of public and private drainage facilities.
- Provide Low Impact Development (LID) plan and provide a method to retain or treat the Runoff Capture Volume (ROCV).
- A General Plan Amendment or Zoning Amendment project must also analyze impact that the proposed development or project will have on the stormwater discharge runoff volume.

Drainage reports shall be of sufficient detail to demonstrate that the development or project will not create drainage or flooding problems and that any on-site drainage facilities are properly sized to detain and/or convey the design storm flows.

The purpose of this Section is to present criteria for submittals of drainage reports, floodplain studies, grading and drainage plans, and public drainage improvement plans to the City of Flagstaff for review and approval.

2.2 APPLICABILITY REQUIREMENTS

Drainage reports will be required for the following land development activities:

- Residential, commercial, and industrial subdivisions.
- Any multi-family residential or commercial development, parking lot, or park.
- Application for rezoning in conjunction with a qualifying development project.
- Public improvements involving new streets, culverts, storm drains, open channels, and private/public detention facilities, or other drainage infrastructure.
- Application for Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA).
- Any other improvements which, in the opinion of the City Stormwater Section Director, require a report.

A drainage report may also be required for application for a building permit, floodplain use permit, or grading permit if site conditions warrant or if, in the opinion from the City Stormwater Section Director or his/her designee, drainage issues affect the development of the site.

Drainage reports submitted to the City for review and approval shall be prepared and sealed by an Arizona Registered Professional Civil Engineer who demonstrates proficiency in the specific area of design. Drainage reports shall conform to the requirements set forth in this Manual.

The City of Flagstaff recommends discussing all proposed drainage submittals with the City Stormwater Division staff before preparing a submittal.

2.2.1 Subdivision Applications

Subdivision drainage studies shall analyze all drainage basins within a tributary area at the point that they enter the subdivision or confluence within the subdivision. The size limitation for the various types of delineations may be adjusted depending on the conditions of the specific subdivision with the approval of the City Stormwater Section Director. If channelization of an existing drainageway is proposed, both a pre-development and post-development analysis will be necessary to illustrate the effects of the proposed improvements.

2.2.2 Stormwater Impact Analysis

A Stormwater Impact Analysis (Drainage Impact Analysis, DIA) shall be required for a general plan amendment, a request for a zoning change or for a development that discharges to an area with a known drainage deficiency as determined by the City Stormwater Section Director. When required, the following shall be provided in a report for review and approval:

1. Calculations for pre- and post-development runoff volumes.
2. Downstream impacts as the result of increased volumes shall be assessed as scoped by the City's Stormwater Management Section and may include:
 - a. Hydrologic calculations to determine discharge rates (control required) and the volume of runoff at various downstream points pre- and post-development.
 - b. Corresponding hydraulic calculations to determine any increase in water surface elevations.
 - c. If deemed to be a concern by the City Stormwater Section Director, a geomorphic analysis may be required to determine channel stability and sediment transport concerns as the result of increased flow duration created by increased volumes and increased flow rates of runoff created by development.
 - d. Other hydrologic and hydraulic calculations necessary to determine and resolve impacts.
3. Water surface increases may be allowed if they are less than one-tenth (1/10) of one (1) foot (0.1 feet) and there are no structures with known or calculated flooding

problems or other major concerns. Water surface increases for Lake Continental, aka Big Fill Lake, (impoundment located on the Rio de Flag upstream of Route 66/I-40) are prohibited.

A Drainage Report per Section 2.3, required for rezoning applications submitted in conjunction with a development project, needs to address the manner in which stormwater is to be managed in conjunction with development of the project. Off-site drainage and flood prone areas should be identified, and drainage improvements should be shown in general on the development plan. The information needs to be adequate to demonstrate that the site can be developed in compliance with City floodplain regulations and stormwater management requirements set forth in this Manual.

2.3 DRAINAGE REPORT REQUIREMENTS

The following table is a summary of the drainage reporting requirements for various submittals within the City of Flagstaff.

TABLE 2-1: REPORTING REQUIREMENTS FOR CITY OF FLAGSTAFF SUBMITTALS

CITY OF FLAGSTAFF SUBMITTAL	REQUIRED DRAINAGE REPORTING
Concept Plat	Drainage Statement
Preliminary Plat	Preliminary Drainage Report
Final Plat	Final Drainage Report
Concept Plan	Drainage Statement
Site Plan	Preliminary Drainage Report
Construction Plans	Final Drainage Report
Rezoning Application/General Plan Amendment	Stormwater (Drainage) Impact Analysis

2.3.1 Drainage Statement

A Drainage Statement may be adequate for smaller projects that do not significantly impact drainage characteristics resulting from the proposed development of a site. Drainage Statements shall at a minimum identify drainage patterns and conveyances. A Drainage Statement may include a hydrologic analysis to quantify the pre- and post-development flow rates leaving the site. For projects not impacted by significant offsite flows or as approved by the City Stormwater Section Director, a Drainage Statement demonstrating that no offsite flows affect the site may be submitted in a memorandum.

2.3.2 Preliminary Drainage Report

The Preliminary Drainage Report (PDR) will review, at a conceptual level, the feasibility and design characteristics of the proposed development or project. The intent of the PDR is to provide an overview of the drainage analysis and proposed drainage improvements for the

project. The City will not review overly technical details and calculations of the intended design, but rather ensure general conformance with City adopted standards. However, designers may need to perform calculations internally to ensure adequate space has been provided for stormwater facilities. The PDR shall be on 8.5" x 11" paper (except drainage maps) and shall be submitted electronically. The City may request hard copies of drainage reports and maps. The report shall be in accordance with the following outline and contain at a minimum the applicable information listed below.

2.3.2.1 Report Contents – Preliminary Drainage Report

General Location and Description

A. Location

- Owner/Developer Name.
- Assessor's Parcel Number(s).
- City, County, State Highway, and local streets within ¼ mile of the subdivision or the area to be served by the drainage improvements.
- Major drainageways and facilities.
- Names of any surrounding major developments.
- General project description.

B. Description of Property

- Area in acres.
- Ground cover (type of ground cover and vegetation)
- Major drainageways and floodplains
- Existing drainage or irrigation facilities (e.g., ditches and canals)
- Existing and proposed land use
- Description and location of existing or proposed on-site wastewater treatment and disposal system (if applicable)

Drainage Basins and Sub-Basins

A. Major Basin Description

- Reference to all drainageway planning studies such as flood hazard delineation reports, drainageway planning reports, and flood insurance rate map (FIRMs).
- Identification of all nearby drainage conveyances that will be influenced by the project.
- Soils Classification Map from USDA Web Soil Survey showing hydrologic soil groups.

B. Sub-Basin descriptions shall include all of the above and the following:

- Discussion of historic drainage patterns of the property in question.
- Discussion of off-site drainage patterns and impact on development under

- existing and fully developed basin conditions.
- Discussion of proposed methods for managing stormwater quality during the construction phase.
- Identification of all proposed detention facilities.

Drainage Facility Design

A. General Concept

- Discussion of existing drainage patterns
- Discussion of off-site runoff considerations
- Discussion of anticipated and proposed drainage patterns and improvements
- Discussion of the content of tables, charts, figures, maps or drawings presented in the report

B. Discussion of hydrologic, hydraulic, and other analysis methodologies used in the report (calculations do not need to be provided)

- Selection of pre- and post-development curve numbers or runoff coefficients
- Approximation of time of concentration

C. Specific Details

- Discussion of drainage problems encountered and solutions at specific design points
- Discussion of detention storage and general outlet design
- Discussion of low impact development strategies

References

- Reference all criteria, master plans, and technical information used to support the report.

2.3.2.2 Drawing Contents – Preliminary Drainage Report

All report maps and exhibits shall be a maximum of 36" x 48" in size. Electronic versions at 11" x 17" (sheet size) or 24" x 36" (sheet size) are preferred.

General Location Map

A map shall be provided in sufficient detail to identify drainage patterns entering and leaving the development and general drainage patterns. The map should be at a suitable scale to show the path of all drainage from the upper end of any off-site basins to the defined major drainageways. The map shall identify any major facilities on or affecting the property (e.g., development, irrigation ditches, existing detention facilities, culverts, storm drains, etc.) along the flow path to the nearest drainageway. Basins and divides are to be identified and topographic contours are to be included.

Floodplain Information

The location of the parcel shall be plotted on the appropriate FEMA FIRM or Floodway Map, if available, and a copy provided in the report.

Drainage Plan

Map(s) of the proposed development at a suitable scale shall be included. The plan shall show the following:

1. Existing topographic contours at 2-foot maximum intervals. In steeper terrains, the contour interval should be adjusted to reduce cluttered drawings but still provide adequate contours to understand the topography. The contours shall extend a minimum of 100 feet beyond the property lines and should capture any offsite areas that drain to the site. Topographic contours should be obtained from field topographic survey, the latest City or private LiDAR, or aerial photogrammetric survey. USGS Topographic Quadrangle maps or USGS LiDAR are not acceptable unless no LiDAR or aerial survey is available. All surveys shall be on the NAVD88 vertical datum and NAD 83, Arizona State Plane Coordinates, Central Zone horizontal datum.
2. All existing onsite and offsite drainage facilities that significantly impact the site.
3. Approximate flooding limits for projects near a floodplain.
4. Conceptual major drainage facilities, including detention basins, storm drains, sewage facilities, swales, riprap, and outlet structures in the detail consistent with the proposed development plan.
5. Major drainage boundaries and sub-boundaries, both off-site and on-site. When defining basin and sub-basin boundaries, define them along basin divides that actually drain to the concentration point, not along property lines or other arbitrary lines.
6. Any off-site features influencing development.
7. Proposed flow directions at a minimum, or from proposed contours if available.
8. Legend to define map symbols.
9. City Project Number in lower right corner.
10. Tabular reference of basin, area, peak runoff rates, runoff volume (if regulated) for each storm frequency.
11. Conceptual Low Impact Development facilities for water quality and volumetric reductions. Calculations for LID Runoff Control Volume (ROCV).

2.3.3 Final Drainage Report

The purpose of the Final Drainage Report (FDR) is to identify and define detailed engineered solutions to the problems which may occur on-site and off-site as a result of

the proposed development. FDRs shall fully document all drainage analyses to support the drainage improvements. In addition, any drainage problems that exist on-site before development must be addressed. An FDR shall be included with all final construction plan and/or final plat submittals to the City. The FDR shall be on 8.5" x 11" paper (except drainage maps) and shall be submitted electronically. The City may request hard copies of the FDR including drainage maps. The report shall be prepared and sealed by an Arizona Registered Professional Civil Engineer.

The following statement is required on all grading and drainage plans:

"Adequate drainage, erosion and sediment control measures, best management practices, and/or other stormwater management facilities shall be provided and maintained at all times during construction. Damages to adjacent property and/or the construction site caused by the contractor's or property owner's failure to provide and maintain adequate drainage and erosion/sediment control for the construction area shall be the responsibility of the contractor and/or property owner."

2.3.3.1 Final Drainage Report - Report Contents

The Final Drainage Report shall be in accordance with the following outline and contain the applicable information listed:

General Location and Description

A. Location

- Owner/ Developer Name
- Assessor's Parcel Number(s)
- Township, range, section
- Local streets within and adjacent to the subdivision with ROW width shown
- Major drainageways, facilities and easements
- Names of surrounding development, land uses, and identification of present zoning

B. Description of Property

- Area in acres
- Ground cover (type of trees, shrubs, vegetation, general soil conditions, topography, and slope)
- All drainageways and floodplains
- Project description
- Irrigation facilities
- Proposed land use

Water Quality and Low Impact Development

A. Low Impact Development

- Quantification of existing and proposed impervious area and the runoff control volume (1" runoff from impervious surfaces).
- Description of runoff control volume treatment for project
- If mechanical treatment is proposed to address water quality in place of volumetric retention, the design flow rate shall be included.
- Discussion of methods used to meet rainwater harvesting requirements (See Section 6.4)

Drainage Basins and Sub-Basins

A. Major Basin Description

- References to all drainageway planning studies, such as flood hazard delineation reports, drainageway planning reports, and flood insurance rate maps
- Major basin drainage characteristics, existing and planned land uses
- Identification of all irrigation facilities within the basin, which will influence or be influenced by the local drainage
- Soils Classification Map from USDA Web Soil Survey
- Identification of all detention facilities

B. Sub-Basin Description

- Discussion of historic drainage patterns of the property in question
- Discussion of off-site drainage flow patterns and the impact on development under existing and fully developed basin conditions, as defined by the Community Development Department

Drainage Design Criteria

A. Development Criteria and Constraints

- Discussion of previous drainage studies (i.e., project master plans or Phase 1 Drainage Reports) for the site in question that influence or are influenced by the drainage design and how the plan will affect drainage design for the site
- Discussion of existing drainage studies prepared for adjacent projects
- Discussion of the drainage impact of site constraints, such as streets, utilities, existing structures and developments

B. Hydrologic Criteria and Results

- Identify design rainfall depths and/or intensities
- Identify runoff calculation method
- Identify detention discharge/volumes and storage calculation method

- Identify design storm recurrence intervals
 - Discussion and justification of other criteria or calculation methods used that are not presented in or referenced by this Manual
 - Summary table of pre- and post-development watershed areas and peak discharges for the 2, 10, and 100-year return periods for the controlling storm duration
 - Attenuation of the 2-year storm will be waived by the City if the proposed site development fully retains the runoff control volume
- C. Hydraulic Criteria
- Identify references/methodologies used in performing hydraulic analysis
 - Discussion of other drainage facility design criteria used that are not presented within this Manual
- D. Variances from this Manual
- Discussion of any deviations from the Manual including written City approval

Drainage Facility Design

- A. General Concept
- Discussion of existing drainage patterns
 - Discussion of off-site runoff considerations and compliance with applicable criteria
 - Discussion of the content of tables, charts, figures, plates or drawings presented in the report
 - Discussion of proposed drainage patterns and/or improvements
 - Discussion of the stormwater runoff quality aspects of the drainage design including those activities necessary to control erosions and sedimentation during construction
 - Discussion of ultimate outfall and how the project impacts existing downstream conveyance facilities

B. Drainage Design (as applicable)

Detention Systems:

- Design frequency, volume, and capacity
- Design ponding depths and water surface elevations
- Maximum ponding depths, overflow elevation, and provided freeboard
- Outlet facility calculations
- Side slopes

Storm Drain Systems:

- Storm drain profile(s) exhibits with 100 yr. HGL and 10 yr. HGL
- The design frequency, discharge, and pipe capacity
- Design Table with Pipe size, length, type, and slope(s), inlet/outlet invert elevations for all manholes and junction structures
- Inlet Design
- Outlet treatment
- Hydraulic calculations

Open Channels:

- The design frequency, design discharge, and channel capacity
- Velocities at the design discharge for all different grades
- Channel grade(s)
- Typical cross-sections(s)
- Transition details
- Hydraulic Grade Line (HGL) and available freeboard
- Channel lining(s)
- Drainage easement or right-of-way widths and setbacks
- Hydraulic calculations
- Scour and erosion protection measures

Culverts:

- Design frequency and design discharge
- Culvert slope and design velocities
- Inlet and outlet invert elevations
- Hydraulic calculations for inlet, barrel and outlet control conditions
- Design and allowable headwater and tailwater elevations
- Headwalls
- Inlet and outlet erosion and scour protection measures
- Plotted headwater elevation(s) with contours in plan view
- Culvert profile w/ controlling headwater elevation, pipe size and type, and slope

C. Specific Details

- Discussion of drainage problems encountered and solutions at specific design points
- Discussion of detention storage and outlet design
- Discussion of maintenance access and aspects of the design
- Discussion of easements and tracts for drainage purposes
- Runoff control volume calculations

D. Conclusions

- Compliance with Standards
- Discussion of compliance with City of Flagstaff drainage design criteria

E. Drainage Plan

- Discussion of influence of proposed development on existing drainage conditions
- Discussion of effectiveness of the drainage design to control damage from storm runoff

References

- Reference all criteria and technical information used.

Appendices

A. Exhibits and Maps

- General location map including parcel boundaries
- Existing off-site subbasin delineation including any major off-site drainage facilities
- Existing on-site subbasin delineation including any existing on-site drainage facilities
- Proposed on-site subbasin delineation including any proposed on-site drainage facilities
- Soil classification maps

B. Hydrologic Analysis

- Land-use assumptions regarding adjacent properties
- Initial and major storm runoff at specific design points
- Historic and fully developed (pre/post) runoff computations at specific design points
- Hydrographs at critical design points
- Time of concentration and runoff coefficients
- Unit hydrograph parameters
- Soil characteristics and maps
- Rainfall/runoff calculations and summaries
- Indirect verification
- Other as warranted

C. Hydraulic Analysis

- Culvert capacities
- Storm drain capacities

- Hydraulic grade line calculations
- Gutter capacities and roadway spread calculations
- Storm inlet capacity, including inlet control rating at connection to storm drain
- Spread calculations and requirements
- Open channel design
- Roadside ditch capacities
- Check dam and/or channel drop design
- Detention area/volume capacity and outlet design, details, and all supporting calculations. Depths of detention basins
- Downstream/outfall system capacity to the major drainageway system
- Scour and erosion protection design
- Other as warranted

D. Any other pertinent information to the project

2.3.3.2 Final Drainage Report - Drawing Contents

Provide an electronic version of the maps in pdf format. All maps shall be a maximum of 36" x 48" in size, 11" x 17" (half size) or 24" x 36" (full size) are preferred.

General Conditions Offsite Map

A map shall be provided in sufficient detail to identify drainage flows entering and leaving the development and general drainage patterns. The map should be at a suitable scale and should show the flow path of all drainages from the upper end of any off-site basin to the defined major drainageways. The map shall identify any major construction, developments, irrigation ditches, existing detention facilities, and storm drains along the entire path of drainage. Basins and drainage divides are to be identified and topographic contours are to be included. Topographic contours should be obtained from field topographic survey, the latest City LiDAR, private LiDAR or aerial photogrammetric survey. USGS Topographic Quadrangle maps, USGS LiDAR are not acceptable unless no LiDAR or aerial survey is available. All surveys shall be on the NAVD88 vertical datum.

Floodplain Information

The location of the parcel shall be plotted on the appropriate FEMA FIRM and Floodway Map, if available, and a copy provided in the report.

Drainage Plan

Map(s) of the proposed development at a suitable scale shall be included. The plan(s) shall show the following:

1. Existing and proposed contours at 2-foot maximum intervals. In steeper terrains, the contour interval should be adjusted to reduce cluttered drawings but still provide adequate contours to understand the topography. The contours shall

extend a minimum of 100 feet beyond the property lines and should capture any offsite areas that drain to the site. Topographic contours should be obtained from field topographic survey, the latest City LiDAR, private LiDAR, or aerial photogrammetric survey. USGS Topographic Quadrangle maps, USGS LiDAR are not acceptable unless no LiDAR or aerial survey is available. All surveys shall be on the NAVD88 vertical datum.

2. Property lines, tracts, and easements (note the type of easement).
3. Streets, indicating right-of-way width, extents of pavement, and curb and gutter.
4. Existing and proposed drainage facilities and structures, including irrigation ditches, roadside ditches, drainageways, gutter flow directions and culverts. All pertinent information, such as material, size, shape, slope, and location shall also be included.
5. Overall drainage area boundary and drainage sub-area boundaries, both off-site and on-site when defining basin and sub-basin boundaries, define them along basin divides that actually drain to the concentration point, not along property lines or other arbitrary lines.
6. Runoff control volume treatment details if applicable.
7. Proposed type of street flow (i.e., vertical curb or combination curb and gutter), roadside ditch, gutter slope and flow direction, and valley gutters.
8. Proposed storm drains and open drainageways, including inlets, outlets, manholes, culverts, other appurtenances, and channel protection.
9. Proposed outfall point(s) for runoff from the developed area and drainage facilities to convey flows to the final outfall point without damage to downstream properties.
10. Routing and accumulation of peak discharges at various critical points for the storm runoff events and frequencies required.
11. Volumes, release rates, and locations for detention storage facilities and information on outlet works. This shall include design drawings, consisting of plan views, cross-sections, and details of the basin, as well as the outlet/inlet works.
12. Identify all flood hazard areas (pre- and post-development, if applicable), detailed delineations (drainage basins greater than 160 acres), approximate delineations (drainage basins between 40 and 160 acres), and drainage paths (drainage basins between 10 and 40 acres).
13. Location and base flood elevations of all floodplains affecting the property (detailed delineations).

14. Delineation of ponding limits for sump catch basins and detention basins for the 100-year storm event.
15. Location and elevations of all existing and proposed utilities affected by or affecting the drainage design.
16. Identification of drainage patterns through the development.
17. Definition of flow path leaving the development through the downstream properties ending at a major drainageway (e.g., Rio de Flag, Clay Ave Wash, etc.).
18. Legend to define map symbols.
19. City Project number in lower right-hand corner.
20. Location of stormwater pollution prevention activities and identify methods of controlling erosion and sedimentation during grading and construction phase(s).

2.4 SUBMITTAL REQUIREMENTS

All drainage report and plan submittals presented to the City of Flagstaff for review shall be prepared and sealed by an Arizona Registered Professional Civil Engineer who demonstrates proficiency in the specific area of design.

The engineer shall be held solely responsible for the correctness and adequacy of all data, drawings, calculations, and reports submitted to the City for review and approval. In addition, the engineer shall comply with all local, state, and federal floodplain regulations in the design of a development.

The City of Flagstaff Stormwater Division will review drainage report and plan submittals for completeness and general compliance with all applicable local, state, and federal requirements. Approval by the City does not guarantee that the design is correct, appropriate, or that the development is in strict compliance with all applicable regulations and standards (see Section 1.6).

When design procedures, equations, and data not included in this Manual are used, the engineer must provide the City enough information on the methods and data to enable City staff to evaluate their applicability.

3.0 FLOODPLAIN REQUIREMENTS

3.1 FLOODPLAIN STUDIES AND MAP REVISIONS

Per City Ordinance 2001-06, a Floodplain Use Permit is required for most development activities within a flood hazard area. Detailed floodplain studies shall be documented through Technical Support Data Notebooks and shall be prepared in accordance with Arizona Department of Water Resources (ADWR) State Standard 1 *Instructions for Organizing and Submitting Technical Support Data Notebooks (TSDN) for Flood Studies*. TSDN's are required for the following applications to FEMA:

- Conditional Letter of Map Revision (CLOMR)
- Letter of Map Revision (LOMR)
- Physical Map Revision (PMR)

Floodplain studies may also be required by the City Stormwater Section Director for the following:

- Conditional Letter of Map Amendment (CLOMA)
- Conditional Letter of Map Revision Based on Fill (CLOMR-F)

When developments impact or encroach into a Special Flood Hazard Area (SFHA) which has been designated as Zone A (no water surface elevations or floodway data is available), the City of Flagstaff requires a detailed floodplain study to be submitted prior to issuing city permit(s).

All FEMA applications must be reviewed by the City Stormwater Section Director before submitting to FEMA. Flood studies may also be required by the City Stormwater Section Director for other development(s) that may adversely affect floodplain depths.

HEC-RAS, FLO 2D or other hydraulic models and versions as accepted by FEMA for National Flood Insurance Program usage shall be used to calculate and identify the flood hazard areas for drainage basin areas greater than 160 acres.

Floodplain Study Parameters:

- Drainage basin areas greater than 160 acres will include an HEC-RAS or other hydraulic numerical model analysis.
- Approximate Floodplain Study: Drainage basin areas between 40 and 160 acres will include at a minimum a uniform flow, normal depth analysis of flooding extents.
- Drainage Path Analysis: Drainage basin areas between 10 and 40 acres will identify and quantify flows for all drainage paths.

Floodplain studies submitted to the City for review and approval shall be prepared and sealed by an Arizona Registered Professional Civil Engineer with demonstrated proficiency in hydrologic and hydraulic modeling.

The City of Flagstaff will review all floodplain studies for technical compliance and completeness. City will provide Community Acknowledgement for relevant re-mapping actions. Review and approval by the Arizona Department of Water Resources (ADWR) may be required for certain, floodplain and floodway revisions or new hydrologic studies especially as associated with water rights or impoundments falling within the Dam jurisdiction criteria. All local and federal review fees associated with map revision requests are the responsibility of the applicant.

Specific guidelines for flood risk mapping can be found in the Code of Federal Regulations (CFR) and the FEMA Standards for Flood Risk Analysis and Mapping (FEMA Policy 204-078-1) December 2020 or latest revision and/or addendum.

Specific guidelines for Flood Insurance Studies can be found in FEMA 37 *Guidelines and Specifications for Study Contractors* (March 1993, or latest version) and *Addendum to Guidelines and Specifications for Study Contractors* (April 1993, or latest version).

Hydrologic modeling performed in FEMA studies shall be performed in accordance with Section 3 of this Manual and shall utilize a FEMA accepted hydrologic model. Hydraulic studies shall be in accordance with Section 4 of this Manual and shall utilize a FEMA accepted hydraulic model. Refer to FEMA's website or contact a FEMA representative for approved software and programs for hydrologic and hydraulic analysis.

Subdivision Requirements

Subdivisions shall meet all requirements of Title 11 of the City Code. All subdivisions proposals (including proposals for manufactured home parks) that are located in a FEMA designated Unnumbered Zone A areas must provide base flood elevation and floodway delineation data. Subdivisions that have the potential to be impacted by flood elevations as determined by the Floodplain Administrator must provide base flood elevation and floodway delineation data.

All subdivision proposals within riverine environments with a contributing watershed of 1/4 square mile or more must provide base flood elevation and floodway data in accordance with the criteria set forth on Arizona Department of Water Resources State Standards or other methods approved by the City Stormwater Section Director.

All Final Plats within FEMA or a City of Flagstaff designated 100-year floodplain must show the 100-year base flood elevations, floodplain/floodway limits, finish floor elevations a minimum of one (1) foot above the BFE, and appropriate erosion hazard setbacks.

Resource Protection Standards

The City of Flagstaff officially adopted floodplains as a natural resource as part of the Zoning Code (10-50.90) in order to preserve natural habitat and protect the environment. Per the Zoning Code, Title 12 floodplains have been divided into two categories: (1) urban floodplains and (2) rural floodplains. Urban floodplains are associated with urban areas and

have typically been altered from their natural state by channelization. Urban floodplains are permitted to be altered for development or to address conveyance and erosion concerns. Rural floodplains are natural open spaces that are flood prone and have not been disturbed from development. Rural floodplains are not permitted to be disturbed or developed except for at-grade roadway and utility crossings. A copy of the Rural Floodplain Map can be found online at the City's website.

3.2 GENERAL GUIDELINES

Refer to FEMA's website or contact a FEMA representative for process information for map revision requests and for approved software and programs analysis. Hydraulic models required for map revision requests to FEMA are typically as follows:

1. Duplicate Effective Model (natural and floodway models, when available)
 - Using the same computer program (e.g., HEC-2, HEC-RAS), run the model on your computer and check the result with the output to make sure the model was duplicated
 - Assures the baseline is correct and the revised model will tie back into the effective model upstream of the revised reach
2. Corrected Effective Model
 - Using a newer version of the same program
 - Benchmark (datum) corrections
 - More detailed cross sections that reflect conditions that existed when the original model was developed
 - Fix technical errors
 - An improved computer model or improved bridge routine
 - Add bridges, culverts, or other structures that existed but were not modeled
 - Becomes the new base model to measure impacts of development/construction
3. Existing Conditions Model
 - Update the corrected effective model to include existing conditions natural changes in the floodplain
 - Reflects fill in the floodway fringe since original model was developed, and other channel improvements
 - Other bridges and culverts
 - Used as baseline model to measure the effects solely attributed to the "project" as reflected by the post-project model

4. Post-Project Model

- Reflects the project (built or proposed) and determines the impacts of the project

One-dimensional (1D) Modeling Guidelines

Refer to FEMA's website or contact a FEMA representative for process information for map revisions utilizing a 1D model analysis. Typical guidelines for floodplain and floodway analysis using a 1D model are as follows:

- Floodway analysis must include a Method 4 and/or 5 optimization and Method 1 floodway delineation runs.
- River stationing shall correspond to river miles above the confluence with the applicable downstream watercourse as identified in the effective Flood Insurance Study.
- When no discernable breaks in the geometry (e.g., change in bank slope) exist for determination of channel and overbank areas, channel and overbank limits should be determined based on similar "n" values.
- Cross-sections should be located at places that fully describe the geometry of the reach and shall be oriented to be perpendicular to the flow lines and/or contours.
- If the overall cross-section is skewed more than 18 degrees from the perpendicular of the flow line, either the cross-section needs to be resurveyed or reduced by an appropriate multiplier.
- Cross-sections are not permitted to cross one another.
- Obstructions or buildings within cross-sections should be physically modeled when possible or ineffective flow options utilized.
- Adjustment of the overbank "n" values may also be necessary.
- Reach lengths should be determined based on the horizontal distance between the centers of mass of the overbank cross-sectional areas.

Two-dimensional (2D) Modeling Guidelines

A majority of the hydraulic modeling used for delineating the special flood hazard areas depicted on Flood Insurance Rate Maps (FIRMs) are 1D hydraulic models. In recent years there has been an increasing number of 2D hydraulic models being prepared to support revisions to the NFIP's special flood hazard areas. Refer to FEMA's website or contact a FEMA representative for process information and guidance on floodplain and floodway map revisions utilizing a 2D model analysis.

3.3 CITY OF FLAGSTAFF ADMINISTRATIVE FLOODPLAINS

There are currently two City of Flagstaff Administrative Floodplains - Steves Wash and Spruce Wash. Each of these, not being FEMA floodplains, are regulated differently by the City. The guidelines and regulations for each of these Administrative Floodplains is provided below. Any future Administrative Floodplains will be provided with specific criteria at that time.

Spruce Wash

This floodplain is not and will not be regulated the same as a FEMA floodplain and does not require improvements meet all FEMA floodplain regulations. The purpose of this Administrative Floodplain is to provide guidance for City building permits, development review, floodplain use permits, and private landowners for their individual flood mitigations. Mandatory NFIP flood insurance is not required for properties within this Administrative Floodplain, although it is recommended.

The Administrative Floodplain for Spruce Wash is based off of a 2022 existing conditions hydrologic model that utilized the 3-inch rain event in 45 minutes which roughly mirrors a 100-year design storm. The modeled flood depth results can be provided upon request.

Steves Wash

This Administrative Floodplain is regulated by the City of Flagstaff per FEMA regulations.

A Floodplain Use Permit (FUP) will be required for ANY work within this Administrative Floodplain which will be routed internally at time of permits. Include notes on plans and/or within Special Provisions stating that work within the floodplain will follow floodplain use permit requirements. These requirements include:

- All best management practices (BMP's) for erosion control measures must be in place prior to commencing construction and maintained throughout the construction period.
- Storage or processing of materials outside of a building in the floodplain that are, in the time of flooding, buoyant, toxic, flammable, explosive, or could be injurious to human, animal, or plant life are prohibited, except for those materials required to be installed as part of any necessary erosion control. Unattended and/or overnight stockpiling (excavated material, fill, aggregate base course, gravel, etc.) in the floodplain is not allowed.
- A list of buoyant materials, excluding the aforementioned stockpiling materials, that are not toxic, flammable, explosive or injurious to human, plant or animal life may be allowed in the floodplain outside of the floodway if these areas of the floodplain are deemed ineffective flow areas by the Stormwater Section and the buoyant materials are secured by a fencing plan approved by the Stormwater Section.
- Unattended and/or overnight stockpiling is not allowed in the floodplain.

Stockpiling (not placed) excavated material, engineered fill, or aggregate base course can be allowed for the day's activities, but none can remain after the day's activities have adjourned. Some materials, excluding stockpiles, may be allowed to be stored unattended and/or overnight in the flood fringe (those areas in the floodplain but outside of the floodway) on a case-by-case basis with a securement plan approved by the City of Flagstaff Stormwater Section prior to construction. Motorized construction vehicles are allowed to park in the right-of-way overnight but must not be located in the channel.

4.0 HYDROLOGY

4.1 GENERAL INFORMATION

This Section outlines the hydrologic methods and procedures to be used within the City of Flagstaff. The information herein is intended to provide the design engineer with guidance to the methods and procedures, their data requirements, their applicability, and their limitations. These methods and procedures can be applied using commonly available computer programs. The City Stormwater Section Director has the discretion for modifications and/or the approval of additional analyses or analyses by other methods as deemed appropriate. Refer to Section 10.0 Two-Dimensional Flood Modeling for information regarding Integrated Hydrological and Hydraulic modeling - developing project hydrology with the models with the approval of the City Stormwater Section Director including the use of the Green and Ampt Loss Rate method for rainfall losses. The City of Flagstaff will provide the model input parameters to facilitate consistency within the City for the application of these methods.

4.2 QUICK REFERENCE GUIDE

The following is a quick reference guide for hydrologic analysis in the City of Flagstaff.

TABLE 4-1: HYDROLOGY REFERENCE GUIDE

TOPIC	NOTES
Rainfall depths and intensities	<p>NOAA Atlas 14 (or latest publication)</p> <p>NOAA Atlas 14 data can be accessed through NOAA’s Hydrometeorological Design Studies Center; the lat/long reference point shall be in center of the development site.</p> <p>The SCS Type II storm distribution (24-hour) shall be used for the temporal rainfall distribution unless justified by the engineer</p> <p>Refer to the FCDMC DDM Volume 1 Hydrology Manual for the 6-hour storm distribution.</p>
Storm Duration	<p>6-hour for watersheds less than 160 acres (0.25 sq mi)</p> <p>Use peak discharge and runoff volume from the 6-hour or the 24-hour, whichever is greater, for watersheds larger than 160 acres (0.25 sq mi).</p>

Rational Method	Acceptable for drainage areas less than or equal to 20 acres that have uniform cover type and grade (only for applications that do not involve routing)
Time of Concentration	$T_c \geq 5$ minutes; however, 10-minute minimum T_c 's are suitable for analyses
Rainfall-Runoff Modeling	Unit Hydrograph method or two-dimensional model to be used for sites involving detention or channel routing.
Rainfall Losses	Curve Number; Runoff Coefficients
Unit Hydrographs	SCS Unit Hydrograph; Clark Unit Hydrograph
Channel Routing	Muskingum-Cunge, Kinematic Wave, and Modified Puls Routing are acceptable methods
Storage Routing	Level Pool Storage Routing
Transmission Losses	Transmission Losses are not permitted in the City of Flagstaff without prior approval from the City Stormwater Section Director
Regional Regression	The USGS StreamStats tool to be used for watershed delineation for use with local regression equation (Section 4.8). For verification and calibration only and should not be utilized for design purposes.

4.3 ESTIMATION OF AREA (A)

An adequate topographic map of the subject site and surrounding area is required to properly assess drainage tributary boundaries. It is highly recommended that engineers utilize City of Flagstaff LiDAR data to work with the latest city-wide topographic data. The National Map (TNM) by the U.S. Geological Survey (USGS) can be utilized to download recent digital elevation models (DEM) produced from aerial LiDAR surveys. Field visits should always be performed to verify any potential changes in ground conditions not presently captured in the latest topographic map (e.g., recent construction that changed ground conditions).

4.4 RATIONAL METHOD

The City of Flagstaff has adopted runoff coefficients that vary by surface type, soil classification, and land slope. The following tables document the historical runoff coefficients that are accepted by the City of Flagstaff.

TABLE 4-2: RUNOFF COEFFICIENTS FOR DEVELOPED AREAS

SURFACE DESCRIPTION	RUNOFF COEFFICIENT
Streets	0.95
Asphaltic Concrete	0.95
Concrete	0.95
Brick Pavers	0.90
Compacted ABC roadways/ shoulders	0.70
Driveways and sidewalks	0.95
Gravel (loose, non-compacted)	0.50
Roofs	0.95

TABLE 4-3: RUNOFF COEFFICIENTS FOR VEGETATED AREAS

SURFACE DESCRIPTION	SLOPE		
	FLAT (<2%)	AVERAGE (2-7%)	STEEP (>7%)
Lawns			
Sandy Soils	0.10	0.20	0.30
Gravelly Soils	0.15	0.25	0.35
Clay Soils	0.20	0.30	0.40
Dense Vegetation			
Sandy Soils	0.07	0.14	0.20
Gravelly Soils	0.11	0.20	0.27
Clay Soils	0.15	0.25	0.35
Woods			
Sandy Soils	0.05	0.10	0.15
Gravelly Soils	0.07	0.12	0.17
Clay Soils	0.10	0.15	0.20

The coefficients in the tables above are based on the assumption that the design storm does not occur when the surface is frozen. Additionally, these coefficients are for recurrence intervals less than 25-year storm events. Runoff coefficients shall be adjusted for the 25, 50, and 100-year storm events using the antecedent precipitation factors in the following table.

TABLE 4-4: ANTECEDENT PRECIPITATION FACTORS

STORM FREQUENCY	FACTOR
25-Year	1.10
50-Year	1.20
100-Year	1.25

The City of Flagstaff has adopted the following equation for the rational method:

$$Q = C_f C i A$$

Where:

Q = Peak flow rate of runoff (cubic feet per second)

C_f = Antecedent precipitation factor (see Table 4-4)

C = Runoff coefficient (unitless)

i = Rainfall intensity (in/hr), to be selected based on Time of Concentration

A = Watershed area (acres) that drains to the design location

Note: The product of C_f times C in the equation above should not exceed 1.0. Additionally, C_f values should be applied to individual land cover runoff coefficients prior to obtaining a composite runoff coefficient.

In all cases where a custom runoff coefficient (C) is used, justification for this value must be presented and documented as well as a comparison made to the available runoff coefficients (C) in this Section. All custom runoff coefficients (C) must be approved by the City Stormwater Section Director.

Rational Method Assumptions

The following assumptions are inherent when using the Rational Method:

1. The peak flow occurs when the entire watershed is contributing to the flow.
2. The rainfall intensity is the same over the entire watershed.
3. The rainfall intensity is uniform over a duration that is equal to time of concentration.
4. The frequency of the computed flow is the same as that of the rainfall intensity (i.e., 25-year rainfall intensity is assumed to produce the 25-year peak flow).
5. All the land uses within a drainage area are uniformly distributed throughout the area.

Rational Method Limitations

The following limitations shall apply to the Rational Method in the City of Flagstaff:

1. The total drainage area must be less than or equal to 20 acres.
2. The time of concentration cannot be less than 5 minutes or greater than 60 minutes.
3. The land use of the contributing watershed must be fairly consistent over the entire drainage area and uniformly distributed throughout the area. That is, the contributing area should not consist of a large percentage of two or more land uses (e.g. 50% commercial and 50% undeveloped forest).
4. The contributing watershed cannot have drainage structures or facilities which would require flood routing to estimate the discharge at the point of interest.
5. If it is important to locate a specific, distinct land use within the drainage area then another hydrologic method should be used where hydrographs can be generated and routed through the drainage system.
6. The Rational Method shall not be used for applications involving reservoir or channel routing, regardless of drainage area. Routing calculations shall be performed using a unit hydrograph method (e.g., SCS Unit Hydrograph or Clark Unit Hydrograph) or using a two-dimensional flood routing software with capabilities to model infiltration and rainfall runoff. See Section 10 on 2D modeling (e.g., FLO-2D or HEC-RAS 2D).

4.5 CURVE NUMBER METHOD

The SCS Curve Number Method may be used in the City of Flagstaff. Analysis shall be performed using the methodology described in the U.S. Department of Agriculture (USDA) National Engineering Handbook (NEH) Part 630 Hydrology. Curve numbers shall be selected based on land cover conditions as seen in the field and on current aerial imagery. Curve numbers for undeveloped forests and undisturbed areas shall be selected per Arizona Department of Water Resources (ADWR) Oak Creek Flood Warning System Hydrology Report (September 1990). Table 4-5 below provides the relevant curve numbers from the Oak Creek study.

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TABLE 4-5: RELEVANT CURVE NUMBERS FROM OAK CREEK STUDY

COVER TYPE	CONDITION	HYDROLOGIC SOIL GROUP	CURVE NUMBER
Bare Rock	N/A	N/A	94
Riverwash	N/A	N/A	53
Cinders/Lava	Poor (0 - 30%)	N/A	53
Spruce – Fir	Good (70 - 100%)	B	41
Mixed Conifer	Good (70 - 100%)	B	41
Mixed Conifer	Good (70 - 100%)	C	51
Mixed Conifer	Fair (30 - 70%)	A	48
Mixed Conifer	Fair (30 - 70%)	B	53
Mixed Conifer	Fair (30 - 70%)	C	65
Mixed Conifer	Fair (30 - 70%)	D	75
Mixed Conifer	Poor (0 - 30%)	A	60
Mixed Conifer	Poor (0 - 30%)	B	71
Mixed Conifer	Poor (0 - 30%)	C	80
Mixed Conifer	Poor (0 - 30%)	D	87
Ponderosa Pine	Good (70 - 100%)	B	41
Ponderosa Pine	Good (70 - 100%)	C	51
Ponderosa Pine	Fair (30 - 70%)	A	48
Ponderosa Pine	Fair (30 - 70%)	B	53
Ponderosa Pine	Fair (30 - 70%)	C	65
Ponderosa Pine	Fair (30 - 70%)	D	75
Ponderosa Pine	Poor (0 - 30%)	B	71
Ponderosa Pine	Poor (0 - 30%)	C	80
Grassland	Good (70 - 100%)	B	48
Grassland	Good (70 - 100%)	C	60
Grassland	Good (70 - 100%)	D	70
Grassland	Fair (30 - 70%)	B	61
Grassland	Fair (30 - 70%)	C	72
Grassland	Fair (30 - 70%)	D	80
Grassland	Poor (0 - 30%)	B	74
Grassland	Poor (0 - 30%)	C	82
Grassland	Poor (0 - 30%)	D	89
Meadow	Good (70 - 100%)	B	70

Curve numbers for other land covers shall be selected from NEH Part 630 Chapter 9 Hydrologic Soil-Cover Complexes. Hydrologic Soil Groups (HSG) shall be determined using the USDA Web Soil Survey (WSS). If a HSG is not available for all or a portion of a subbasin, HSG C or D shall be used with justification.

The variability in curve number results from a multitude of variables including rainfall intensity, rainfall duration, total rainfall, soil moisture conditions, cover density, stage of growth, and temperature. These causes of variability are collectively called the Antecedent Runoff Condition (ARC). ARC is divided into three separate classes: ARC I for dry conditions, ARC II for normal conditions, and ARC III for wet conditions. Normal design applications warrant the use of ARC II. In some rare cases, the use of ARC III may be warranted; such cases shall be left to the discretion of the City Stormwater Section Director. No designs shall use ARC I in the City of Flagstaff.

The unit hydrograph shall be used for hydrologic analysis as described in NEH Part 630 Chapter 16 Hydrographs. The standard peak rate factor (PRF) shall be used unless authorized by the City Stormwater Section Director. Alternatively, hydrologic analysis may also be performed using a two-dimensional flood routing software (e.g., FLO-2D or HEC-RAS 2D) with curve number as the preferred method of losses. See Section 10 on 2D modeling (e.g., FLO-2D or HEC-RAS 2D). There may be instances where a custom curve-number is appropriate to accurately model a watershed. Any use of custom curve numbers will require approval from the City Stormwater Section Director.

4.6 TIME OF CONCENTRATION (T_c)

The time of concentration (T_c) is the time necessary for the runoff to travel from the hydraulically most remote point of the drainage basin to the point of interest; the T_c is not necessarily determined by the longest travel path. At no point shall any basin or subbasin be analyzed using a T_c less than 5 minutes. However, for most applications, a minimum T_c of 10 minutes is generally considered adequate.

T_c calculations shall be performed in accordance with the selected hydrology method. For the Rational Method, T_c shall be calculated using Equation 2.2 in the ADOT Hydrology Manual (2014 edition). For the Curve Number Method, the T_c shall be calculated using the velocity method outlined in U.S. Department of Agriculture (USDA) National Engineering Handbook Part 630 Hydrology Chapter 15 Time of Concentration. When calculating travel time due to sheet flow, the sheet flow length shall not exceed 100 feet. Engineering judgement shall be utilized to determine reasonable lengths, shorter lengths are acceptable.

4.7 TRANSMISSION LOSSES

In general, transmission losses are not allowed in the City of Flagstaff. In the case that

transmission losses may significantly impact the project site, advanced approval of the City Stormwater Section Director must be obtained before the use of transmission losses. All uses of transmission losses may require soil testing and model calibration. A full justification and documentation for the use of transmission losses must be made.

When infiltration methodologies are used in a two-dimensional analysis, such as a Flo2D model, advanced approval of the City Stormwater Section Director must be obtained. This is due to certain infiltration analysis, such as Green and Ampt, resulting in transmission losses.

4.8 REGRESSION EQUATIONS

Regional regression equations are useful for verification and calibration but should not be utilized for design purposes in the City of Flagstaff. In 2022, the City obtained updated regression analyses for 46 local stream gages through a grant from the Cooperating Technical Partners (CTP) program through FEMA. The intent of the study was to obtain updated flood frequency models that are more representative of watersheds in Flagstaff than previous models produced by Paretti et al (*Methods for estimating magnitude and frequency of floods in Arizona, developed with unregulated and rural peak-flow data through water year 2010*). The updated regression analysis utilized historical stream gage data originally used by Paretti et al but also included additional gage data up to 2021.

The USGS StreamStats website (<https://streamstats.usgs.gov/ss>) is a useful tool and should be utilized for delineating watershed boundaries and overall square mileage. However, peak flow estimates should be calculated using the regression equation below with the local parameters defined in Table 4-6.

$$Q = a(DRNAREA)^b$$

Where:

Q = peak flow (cfs)

DRNAREA = Watershed area (sq mi)

TABLE 4-6: REGRESSION PARAMETERS

ANNUAL EXCEEDANCE PROBABILITY (AEP)	<i>a</i>	<i>b</i>
50% (2-Year)	17.0	0.624
20% (5-Year)	55.0	0.564
10% (10-Year)	100	0.530
4% (25-Year)	191	0.497
2% (50-Year)	282	0.476
1% (100-Year)	407	0.458
0.5% (200-Year)	562	0.442
0.2% (500-Year)	832	0.423

The development of the regression equation above was performed using USGS data which is primarily taken from rural sites. For urban watersheds (e.g., the Rio de Flag), the use of the regression equation should not be used to estimate peak flows for annual exceedance probabilities greater than 10% (less than a 10-year storm).

4.9 DEPTH AREA REDUCTION FACTOR (DARF)

Rainfall values that are obtained from NOAA Atlas 14 are taken at a specific point. However, the rainfall depths are not really averaged rainfall over the watershed in question. To obtain a uniform flow depth over an entire watershed requires a two-step process.

First, an average point rainfall depth for the entire watershed must be estimated. This can be done by examination of the isopluvial map and visual estimation of the average value. Alternatively, the precipitation frequency estimates from NOAA Atlas 14 may be downloaded in a GIS format, where spatial analytics can be used to compute an average rainfall depth for the watershed.

Second, a reduction factor is used to convert the point rainfall to an equivalent uniform depth of rainfall over the entire watershed. The reduction factor varies depending on the storm duration and watershed size. For larger watersheds, the reduction factor results in lower uniform rainfall depths to reflect greater non-homogeneity. Two depth-area relations appropriate for use in Arizona are presented in NOAA Technical Memorandum NWS HYDRO-40. Depth-Area Reduction Factors (DARF) should be referenced from Arizona Department of Water Resources (ADWR) State Standard 10-07 *State Standard for Hydrologic Modeling Guidelines*. DARF values for watersheds in the City of Flagstaff should be selected based on the Eastern Zone.

Engineering judgement must be applied when considering the use of a depth area reduction factor. In many cases, no reduction may be the best solution, especially for small watersheds or areas with complex distributary flow.

4.10 INDIRECT METHODS FOR DISCHARGE VERIFICATION

Discharge verification should be performed for all hydrologic analyses. For analyses performed in the City of Flagstaff, the discharge verification process outlined in the Yavapai County Drainage Design Manual – Hydrology, Section 7.11 *Indirect Methods for Discharge Verification* should be followed with the exception of utilizing the regression equation provided in Section 4.8 of this Manual.

This process utilizes three indirect procedures for verification, and in general, all three procedures should be followed. They include the following:

- A graph of numerous peak discharges versus drainage area curves (Figure 7.12 from Yavapai County Drainage Design Manual)
- A graph of estimated 100-year discharges and maximum recorded discharges versus drainage area for gaged watersheds in Arizona (Figure 7.13 from Yavapai

County Drainage Design Manual)

- Regression equation developed for the City of Flagstaff in Section 4.8 of this Manual

These indirect procedures should be followed and documented as part of the drainage report. For projects that receive offsite flows from FEMA-mapped watercourses, offsite flow rates should be referenced from the Flood Insurance Study. If the point of interest of the watercourse lies between two cross sections, a weighted average should be taken to estimate the flow rate.

4.11 HIGH ELEVATION WATERSHEDS

Large watercourses such as the Rio de Flag or other flood control projects that have significant drainage basin areas that are high enough in elevation to receive significant snowpack may be required by the City to provide drainage analysis that considers rain on snow or rain on frozen ground. When such cases are warranted, the design engineer shall document and justify the procedures utilized in the Drainage Report. Engineering analysis used to model snowmelt shall require approval from the City Stormwater Section Director.

5.0 HYDRAULICS

5.1 GENERAL INFORMATION

The City of Flagstaff has adopted the Maricopa County Flood Control District’s *Drainage Design Manual for Maricopa County – Hydraulics* (FCDMC Hydraulics Manual) for the use of all hydraulic analyses in the City of Flagstaff. The City Stormwater Section Director has the discretion for modifications and/or the approval of additional analyses as deemed appropriate.

The FCDMC Hydraulics Manual is adopted in whole with the exceptions defined in the following sections. At the time of the publishing of this Manual the current FCDMC Hydraulics Manual was the Fourth Edition dated December 14, 2018.

5.2 QUICK REFERENCE GUIDE

The following is a quick reference guide for hydraulic analysis in the City of Flagstaff.

TABLE 5-1: HYDRAULIC REFERENCE GUIDE

TOPIC	NOTES
Uniform Flow	Manning’s Equation (Normal Depth)
Gradually Varied Flow	HEC-RAS 5.0 or later is the preferred methodology
Two-Dimensional Analysis	FLO-2D or HEC-RAS-2D 5.0 or later A meeting with the City Stormwater Section Director or his/her designee is required prior to using any two-dimensional analysis to discuss and agree upon standard approaches and techniques
Floodplain Encroachment	See Section 3.2
Culvert Analysis	FHWA Inlet Control Nomographs (inlet controls) HEC-RAS 6.0 or later (preferred) Other Software (HY8, CulvertMaster, other approved)
Bridge Analysis	HEC-RAS 5.0 or later is the preferred methodology
Scour Analysis	FCDMC Hydraulics Manual Chapter 11.8, ADWR Method
Storm Drain Design	FCDMC Hydraulics Manual Chapter 4
Inlet Analysis	FCDMC Hydraulics Manual Chapter 3

5.3 MODIFICATIONS AND DEVIATIONS

5.3.1 Review and Approval

Review and approval will be required by the City of Flagstaff in all instances where the FCDMC Hydraulics Manual requires review and approval.

5.3.2 Requirements for Drainage Reports

The requirements and methodologies for the documentation of hydrologic and hydraulic analyses in the City of Flagstaff are described in Section 2 – Drainage Reports.

5.3.3 Street Drainage

5.3.3.1 City Street Drainage Policies

1. Street drainage and roadways shall be designed to maintain the natural drainage patterns existing before development, whenever possible.
2. For local curbed street sections, runoff from the 10-year design storm must be contained between the curbs of the street and the 100-year flow within the right-of-way.
3. For collector and arterial curbed street sections, at least one twelve (12) foot travel lane in each direction must remain free from flooding for the 10-year design storm and the 100-year flow must be contained within the right-of-way.
4. If either of the above two criteria are exceeded, storm drain facilities will be required. In all instances, the 10-year design storm must be contained within the combined street gutter and storm drain system.
5. The street section shall be designed to convey local runoff only and shall not be used as major stormwater carriers for contributing watersheds.
6. Drainage facilities shall be installed to convey runoff under streets or street grades shall be set so diversion of runoff or ponding will not occur on adjacent properties.
7. Typical section street cross slopes shall not be decreased or increased, and curb heights shall not be increased to create more carrying capacity for runoff. Curb overtopping is not permitted for the 10-year design storm.
8. Public streets with inverted crowns are prohibited.
9. Existing alleys shall not be used to convey runoff unless the entire alley is designed and constructed to convey runoff to the nearest downstream street.
10. Drainage facilities shall be placed to intercept runoff from sources outside the street section to avoid concentrated flows onto and over sidewalks or curb and gutter.

11. Street drainage shall be confined to the public right-of-way. Runoff which leaves the right-of-way shall do so in a controlled manner and shall be conveyed in an appropriate tract or drainage easement.
12. Drainage improvements shall be included for projects that add curb and gutter to existing roads to maintain allowable spread limits based on the road classification.

5.3.3.2 Street Drainage Hydrology Method

The Rational Method is the preferred hydrology method to analyze street drainage (i.e., roadway spread and inlet spacing) due to the ease of calculating peak runoff rates for small drainage areas. When the Rational method is used, runoff coefficients shall be selected based on the values presented in this Manual. Alternatively, street drainage may be modeled using rainfall-runoff methods (i.e., unit hydrographs). Rainfall-runoff methods are best suited for larger subbasins that may also include areas outside of the right-of-way that drain to street inlets. Mixed methodologies are not acceptable.

5.3.3.3 Longitudinal and Transverse Slope

The minimum longitudinal slope for all public streets shall be no less than 0.5 percent for both curbed and uncurbed street sections. Minimum grades can be maintained in flat terrain by use of a rolling or “sawtooth” profile, or by warping the cross slope to achieve rolling gutter profiles.

When local streets intersect arterial or collector streets, the grade of the arterial/collector street shall be continued uninterrupted, whenever possible. When collector and arterial streets intersect, the grade of the arterial street shall be maintained as much as possible.

Pavement cross-slope for new streets shall be a typical 2.0 percent on street sections with a central crown. Sheet flow across a street shall be kept to an absolute minimum. Median areas shall not be drained across travel lanes, except with raised, narrow medians. Shoulders must be sloped to drain away from the pavement per the City's Engineering Standard Details.

For drainage purposes, valley gutters are not permitted to cross arterial or collector street. Valley gutters may be used on local streets at intersections, when a storm drain is not required, and when approved by the Stormwater Section Director. In cases where a valley gutter is not permitted or is inadequate, the water must be removed from the street to storm drains or other approved method(s).

To provide adequate drainage in sump vertical curves, a slope of 0.4 percent should be maintained within fifty (50) feet of each side of the low point of the curve, with a minimum slope of 0.3 percent. To accomplish this, the length of the curve divided by the algebraic difference in grades should be equal to or less than 167.

Pipe under-drains may be required where the possibility of ground water or surface water seepage to the subbase soil exists.

5.3.3.4 Curb and Gutter Terminations

Adequate erosion protection and conveyance measures are required where the curb and gutter section terminates to prevent undermining of the pavement/taper edge, prevent head cutting of roadway fill slopes, and prevent the gutter flow from entering private property. The gutter flow from the street section must be conveyed into a receiving channel, roadside swale, or other approved means. Concrete spillways or riprap protection shall be provided when velocities may cause head cutting at the curb termination or erode the receiving channel/swale.

5.3.3.5 Catch Basin Selection

Catch basin inlets for use within right-of-way, an easement, or public property shall be per MAG Standard Details. Slotted drain inlets are only permitted for special circumstances, as approved by the City Stormwater Section Director, where standard drainage inlets will not suffice. Slotted drain inlets on a longitudinal grade function best when designed and constructed in conjunction with a curb opening inlet and when debris is not a factor. Slotted inlets for public storm drains are not permitted in sump locations due to high clogging potential and sediment deposition problems in the pipe section.

Transverse slotted drains function best for shallow low velocity sheet flow (e.g., in parking lots) but are not recommended for more concentrated flow due to the small opening width and low splash over velocity threshold.

Slotted drain inlets, when used, shall be set in concrete for vehicular loading and to maintain constant grade. They should be accessible at both ends of the pipe for maintenance/cleaning. This may be accomplished by extending the pipe ends beyond the area requiring the opening length.

Grate inlets may be utilized where clogging due to debris will not be a problem. Grate inlets generally lose capacity with increases in the longitudinal street grade, but to a lesser degree than do curb-opening inlets. Increasing the length of grate inlets does little to increase capacity, however, increasing the grate width greatly increases the capacity. Where street grades exceed three (3) percent, grate or combination inlets should be used instead of simple curb-opening inlets.

Where debris is anticipated to be a potential problem, consideration shall be given to debris handling efficiency ratings of the grate. Efficiency ratings and formulas for computing efficiencies for grates can be found in Federal Highway Administration (FHWA) HEC-22 *Urban Drainage Design Manual* or inlet charts prepared by grate manufacturers.

Grate inlets subject to vehicular traffic must have adequate load bearing capacity. All grated inlets must be bicycle safe. Where possible, curb opening inlets should be used if the street has a bike lane.

Curb opening inlets are most effective on flatter slopes, in sump locations, with flows

carrying significant amounts of debris, and where the flow depth at the curb is sufficient for the inlet to perform efficiently. The interception capacity of curb-opening inlets decreases as the longitudinal gutter grade increases.

Curb-opening inlets are recommended in curbed sump locations and on grades less than three (3.0) percent. In addition, curb-opening inlets less than five (5.0) feet in length should not be used on continuous grades due to inefficient interception. Curb-opening inlets on grade should also not be placed on the inside of a horizontal curve due to inefficient interception.

The curb opening shall not exceed a nominal six (6) inches in height, unless approval from the Stormwater Section Director is obtained and the opening is equipped with cross bars for safety reasons.

5.3.3.6 Manning’s Roughness Values

A Manning’s roughness (n) value of 0.016 shall be used for roadway spread calculations for all paved streets.

5.3.3.7 Inlet Clogging

For hydraulic calculations, the inlet reduction factors outlined in Table 5-2 shall be used for hydraulic calculations to reduce the dimensions of a selected inlet from the MAG Standard Details to accommodate clogging from debris, pine needles, snow/ice, etc.

TABLE 5-2: INLET CLOGGING FACTORS

INLET TYPE	DESIGN CONDITION	CLOGGING FACTOR (%)
Grate	Sump	50
Grate	Continuous Grade	50
Curb Opening	Sump	20
Curb Opening	Continuous Grade	20
Combination, sweeper	Sump	35
Combination, sweeper	Continuous Grade	50 – grate 20 – curb opening
Combination, equal length	Sump	50
Combination, equal length	Continuous Grade	50
Slotted Drain	Continuous Grade	20

5.3.3.8 Inlet Locations

One-hundred percent interception of the 10-year design storm is required for all inlets in sumps or other locations as required by the Stormwater Section Director to prevent hazardous ponding conditions.

Flanking inlets may be required by the City Stormwater Section Director on new arterial street sump vertical curve locations to prevent hazardous ponding in the event the primary sump inlet is completely clogged.

Inlets shall be located such that concentrated flow or heavy sheet flow will not cross traffic lanes, whenever possible. Where pavement surfaces are warped (e.g., at cross streets or ramps) runoff shall be intercepted just before the change in cross slope, whenever possible. Inlets should be placed on arterial and collector streets upstream of locations where the pavement cross slope begins to superelevate to avoid concentrated flows crossing the roadway and reduce traffic hazards associated with icing.

Street runoff is not permitted to cross arterial streets at intersections, therefore inlets are required upgrade of pedestrian crossings and intersections, whenever possible. Consideration should also be given to avoid locating inlets within existing or proposed driveways locations, whenever possible. When an on-grade inlet is located near a driveway, the inlet shall be located upstream of the driveway, whenever possible.

Inlets shall be selected, sized, and located to prevent silt and debris, carried in suspension, from being deposited on the traveled way where the longitudinal gradient is decreased.

5.3.3.9 Roadside Ditches

Roadside ditches or channels shall be designed at a minimum for the 25-year design storm. Additionally, the 100-year storm should be checked to verify that the flow is completely contained within the right-of-way. The 25-year discharge shall be contained within the roadside channels with the allowable water depth elevation below the roadway subgrade to avoid unnecessary saturation of the subgrade and/or aggregate base course shoulder. The minimum depth of a roadside channel shall be 1.5' and shall be designed per the typical sections in the City's Engineering Design Standards.

The underlying soil conditions, depth of flows, flow velocities, and maintenance shall be considered in the roadside channel design. Long reaches of riprap lined roadside channels should be avoided, if possible, due to long-term maintenance problems.

5.3.4 Storm Drains

5.3.4.1 City Storm Drain Policies

1. All offsite runoff from any source(s) must be considered in the design of a storm drain system if such runoff could affect the street that the storm drain is serving.
2. Refer to Section 5.3.4.3 for additional storm drain requirements.
3. Storm drain systems serving collector and arterial streets must keep one 12-foot lane of traffic open in each direction for the 10-year design storm and the 100-year storm within the right-of-way. Storm drain systems for local streets must keep the 10-year design flow between the curbs.
4. The minimum design frequency for all public storm drain facilities shall be the 10-year design storm. The 100-year design storm must also be analyzed to ensure that the 100-year storm is maintained within the right-of-way.
5. For storm drain design, the 10-year hydraulic grade line (HGL) shall be designed to be at least 12 inches below finish grade. A waiver may be approved for pressurized storm drains if pressure manhole covers are included, and there are no catch basins that will allow surcharging onto the street section.
6. The minimum easement width for public storm drains 36 inches in diameter or less shall be 20 feet. For multiple pipe installations or pipe diameter greater than 36 inches, the easement width shall be the conduit width(s) plus 8 feet on each side of the conduit measured from its edge.
7. The minimum acceptable diameter for any public storm drain is 18 inches. Mainline storm drains shall be at least 24 inches in diameter.
8. New storm drains and manholes shall not run longitudinally under existing or future curb and gutter or sidewalk, whenever possible. Storm drains shall be located under the pavement and shall maintain four (4) feet of clearance from the outside of pipe to the lip of gutter.
9. When connecting into an existing storm drain system, the existing storm drain systems shall be analyzed to determine available capacity.
10. Software for computing hydraulic and energy grade lines including but not limited to StormCAD, SWMM, and SewerGEMS may be used.
11. Minimum cover over pipes must be provided to maintain the structural integrity of the pipe under anticipated loading conditions. Pipe manufacturers provide minimum cover. The minimum allowable cover for culverts 18 to 36 inches in diameter shall be 1 foot from top of pipe to top of subgrade or top of finish grade if no subgrade is present. For culverts greater than 36 inches in diameter, minimum cover should be 30% of the culvert diameter, if possible. The top of any culvert should never extend above

the roadway subgrade into the roadway street section.

Maintenance Considerations

It is essential that maintenance be considered during both the design and construction of storm drain systems. Common maintenance problems associated with storm drains include debris, sedimentation, scour, piping, roadway/embankment settlement, and structural damage to the conduit. The likelihood of scour and abrasion inside the conduit should also be considered during design. Access for inspection and maintenance of storm drains as well as drainage inlets must also be considered.

Clearing accumulated debris and sediment from storm drain and inlets is a routine maintenance requirement for any facility owner, however this problem is often overlooked during construction and adequate sediment/erosion control precautions should be undertaken.

Piping, roadway/embankment settlement, and structural damage problems, when they occur, are usually attributed to poor construction practices, and can be avoided through proper design, installation specifications, and inspections.

5.3.4.2 Manholes and Junction Structures

Location and Spacing

Manhole location and spacing criteria has been developed primarily for storm drain maintenance requirements. At a minimum, manholes are required for the following locations:

1. At junctions where two or more storm drains converge (not including laterals from adjacent catch basins)
2. At vertical deflections
3. Changes in pipe size
4. At horizontal alignment changes as outlined below:

<u>PIPE DIAMETER (INCHES)</u>	<u>DEFLECTION</u>
18–42	>22 ½ degrees
42 and up	> 45 degrees

5. Manholes may also be required by the City Stormwater Section Director at other locations to facilitate maintenance

Manholes at vertical deflections shall be at or as close as practical to the point of deflection, with allowance for manufactured bends. If the manhole is not at the point of deflection, it shall be located immediately upstream of the deflection.

In addition to the above criteria, manholes will be required at intermediate points along long runs of storm drain in accordance with the criteria outlined in Table 5-3.

TABLE 5-3: MANHOLE SPACING CRITERIA

PIPE DIAMETER (IN)	MAXIMUM DISTANCE (FT)
18-24	300
27-36	400
42 and up	500

If possible, manholes shall not be located in traffic lanes. However, if it is not possible to avoid locating a manhole in a traffic lane, every effort shall be made to avoid locating it within a street intersection and/or the vehicle wheel path.

Manhole Configurations

Storm drain manholes shall be constructed in accordance with current adopted MAG Standard Details. For storm drains 36 inches in diameter and larger, a vertical riser or prefabricated "tee" to the storm drain may be used with prior approval from the City Stormwater Section Director and special design considerations.

A pressure manhole shaft and pressure frame and cover are required whenever the design hydraulic grade line elevation at the manhole is within 12 inches of the adjacent ground elevation. Such conditions will require approval from the City Stormwater Section Director.

To differentiate storm drain manholes from sewer or communication conduits, the manhole cover shall have the words "STORM DRAIN" cast into the top surface of the cover in accordance with MAG Standard Detail 424 lettering requirements.

Manhole depths shall be determined by the storm drain profile and surface topography. Common depths range from 5-13 feet. Manholes which are shallower or deeper may require special design considerations. Deep manholes (greater than 12 feet) shall be 60-inches in diameter and must be designed to withstand soil pressures. If a manhole will extend below the water table, it must also be designed to withstand hydrostatic pressure and/or seepage. Manhole shafts shall be 60 inches in diameter for storm drains 36 inches in diameter or greater.

Manhole Shaping

A minimum drop of 0.10 foot is required through all storm drain manholes. A drop of 0.3 feet is preferred for a manhole with two contributing laterals, if possible. Where a storm drain changes direction through a manhole without increasing in size, a drop of 0.4 feet is preferred, if possible.

5.3.4.3 Storm Drain Design

Design Velocity and Slope

The minimum allowable storm drain slope for any storm drain shall be 0.5% or the slope

which will produce a velocity of 3 feet per second for the pipe flowing full, whichever is greater. The maximum allowable velocity shall be 20 feet per second, or as provided by the manufacturer, whichever is less. Slopes less than 0.5 % require special approval by the City Stormwater Section Director.

Desirable minimum velocity is 5 feet per second; however, all storm drains shall be designed such that the minimum self-cleaning velocity will be 3 feet per second flowing full. The minimum slopes necessary to ensure a velocity of 3 ft/sec in storm drains can be calculated by the equation below:

$$s = \frac{(nV)^2}{2.208R^{4/3}}$$

where:

- s = the slope of the hydraulic grade line, ft/ft
- n = Manning's roughness coefficient
- V = the mean velocity (3 ft/sec)
- R = the hydraulic radius, ft.

The following relative flow conditions for different depths in a circular pipe should also be noted:

1. Peak flow occurs at 93 percent of the height of the pipe. This means that if a pipe is designed for full flow, the design will be slightly conservative.
2. The velocity in a pipe flowing half-full is the same as the velocity for full flow.
3. Flow velocities for surcharged storm drains with hydraulic grade line elevations above the top of pipe (pressure flow) are greater than velocities at full flow.
4. As the depth of flow drops below half-full, the flow velocity drops off rapidly.

Hydraulic Grade Line

Storm drains shall be designed to limit the hydraulic grade lane (HGL) to be at least 12 inches below finish grade.

Alignment

Storm drains shall be straight, with uniform slopes between manholes. Curved storm drains may be permitted when long radius curves are necessary to conform to street layout, however, storm drains smaller than 4 feet in diameter should not be designed with curves.

Long radius bends are available from many suppliers and are preferred as a means of changing direction in storm drains 4 foot in diameter or larger, unless a manhole is required. The radius of curvature specified should coincide with standard curves available in the type of material utilized. The minimum radius shall not be less than 100 feet.

Storm Drain Conduit Size

The minimum pipe diameter for public storm drains shall be 18 inches in diameter for

laterals and 24 inches in diameter for mainlines. The use of elliptical or arched pipe for storm drains is not recommended and must be approved by the City Stormwater Section Director before use. Storm drain sizes shall increase in the downstream direction. Decreasing the pipe size in the downstream direction is not permitted even for flow on a steeper slope or for pressure profiles.

Separation Requirements

Installation and backfill requirements for public storm drains shall be in accordance with City of Flagstaff Engineering Design Standards.

Vertical and horizontal separation requirements for storm drain conduit to waterlines shall be the same as for sewer pipes per the City of Flagstaff Engineering Design Standards.

The minimum clearance between storm drains and all other dry underground utilities shall be the same as sewer pipes per the City of Flagstaff Engineering Design Standards. Utility crossings shall be at angles greater than 45 degrees, whenever possible.

Crossings of open channels may require extra depth, concrete encasement, channel stabilization, or other protective measures where scour is anticipated.

Lateral Connections

It is preferred for catch basin laterals to connect to the main storm drain at manholes, if possible, due to maintenance concerns. However, if a catch basin lateral is not able to connect at a manhole, the lateral shall be connected either using MAG Standard Detail 524 or using a pre-fabricated tee. If two catch basin laterals are proposed to tie into the storm drain at the same location, a manhole shall be used.

Storm Drain Outfalls

All storm drain systems will have an outfall where the flow is discharged into either a natural watercourse, artificial channel, another storm drain system, or other drainage facility. Several aspects of storm drain outlet design must be given consideration, including but not limited to the invert of the storm drain outlet, tailwater elevation(s), type of receiving watercourse, orientation of the outlet, and local scour.

If the outfall is a wash or stream, it may be necessary to consider the coincidental probability of two hydrologic events occurring at the same time. There may be instances where excessive tailwater causes flow to back up in the storm drain system and possibly cause surcharging out inlets and manholes. The invert of the storm drain outlet shall be a minimum of 1 foot above the channel invert at the same point, whenever possible.

The tailwater depth at the storm drain outlet must be considered carefully for purposes of evaluating the hydraulic grade line.

Storm drains that discharge into open channels shall be provided with an appropriate headwall/wingwall. Projecting outlets are not permitted. The orientation of a storm drain

outlet into a wash or channel should be positioned so the discharge is pointed in the downstream direction. This will reduce turbulence and the potential for local scour. If the outlet is perpendicular to the direction of flow in the receiving channel, erosion of the opposite channel bank must be considered. If an erosion potential exists, a channel bank lining of riprap or other appropriate material will be required. An energy dissipater may be required if outlet velocities warrant.

5.3.4.4 Storm Drain Conduit Material Selection

Factors such as life expectancy, durability, physical strength, depth of cover, joint tightness, hydraulic performance, ease of handling, installation costs, and maintenance should all be considered in the selection of storm drain materials to maximize performance and cost effectiveness.

Permissible pipe materials for public storm drain systems are:

1. Corrugated Metal Pipe (CMP) – 14 Ga., Annular, Aluminized Steel Type 2 per MAG Section 760.
2. Corrugated Metal Pipe (CMP) – 14 Ga., Helical Corrugated, Aluminized Steel Type 2 per MAG Section 760.
3. Reinforced Concrete Pipe (RCP) per MAG Section 735.
4. Spiral Rib Metal Pipe (SRP) per MAG Section 760.
5. High Density Polyethylene Pipe (HDPE) per MAG Section 738.
6. Reinforced Concrete Box (RCB) per FCDMC DDM Subsection 5.3.2.

All storm drain conduits shall be of sufficient structural strength to withstand AASHTO HS-20-44 loading at a minimum. Minimum depth requirements shall be per the manufacturers recommendations to meet this loading. Special designs may be required depending on loading requirements and depths of backfill.

Material selection shall consider the soil chemistry. Geotechnical investigation is required to determine soil chemistry parameters. Alternate materials, coatings or polywrap shall be required when corrosive soils are identified. A site shall be considered corrosive if one or more of the following existing in the site soil samples: “Chloride concentration is 500 ppm or greater, sulfate concentration is 1500 ppm or greater, or the pH is 5.5 or less”. (Caltrans Corrosion Guidelines 2021)

Corrugated Metal Pipe (CMP)

CMP shall be per MAG Standard Specification 760. All metal pipes shall be a minimum of 14-gauge, Aluminized Steel Type 2 pipe. Thicker gauge pipe may be warranted with increases in fill height per manufacturers recommendations.

Standard CMP joints shall be either rivet lap joint construction (annular corrugations),

continuous lock, or welded seam (helical corrugations) and wrapped with non-woven geotextile filter fabric or “O” ring gaskets.

Reinforced Concrete Pipe (RCP)

Non-reinforced concrete pipe is not permitted for public storm drain systems. All RCP shall be a minimum of Class III under public roadways and shall be manufactured in accordance with the following standards:

- MAG Section 735 – Reinforced Concrete Pipe
- ASTM C76 – Reinforced Concrete Culvert, Storm Drain and Sewer Pipe
- ASTM C443 – Reinforced Low-Head Concrete Pressure Pipe
- ASTM C443 – Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
- ASTM C665 – Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe

Material standards for concrete aggregate, steel reinforcing, Portland cement, and gaskets are also referenced in the above specifications. RCP should be designed for each individual project. Indirect design is typically used and is presented in the Concrete Pipe Handbook (SAMM or 3EB) prepared by the American Concrete Pipe Association.

The maximum allowable velocity for standard RCP shall be 20 ft/sec. Velocities greater than 20 ft/sec may require increases in the compressive strength of the concrete, increases in specific hardness of the concrete aggregate, increased the cover over the reinforcing steel, or providing plastic lining.

Joints for RCP shall be bell and spigot ends with O-ring rubber gaskets conforming to ASTM C443 to provide a watertight joint.

Spiral Rib Steel Pipe (SRP)

The minimum pipe thickness shall be 14 gauge for pipe diameters of 18-60 inches and 12 gauge for pipe diameters of 60-72 inches. SRP with diameters greater than 72 inches will require structural design to determine adequate gauge thickness.

Materials for SRP shall meet the following standards:

- AASHTO M274 – Steel Sheet, Aluminum Coated (Type 2) for Corrugated Steel Pipe
- ASTM A819 – Steel Sheet, Aluminum Coated (Type 2) for Storm Sewer and Drainage Pipe

Pipe shall be manufactured in accordance with the following standards:

- AASHTO M36 - Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
- ASTM A760 – Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
- MAG Section 760 – Coating Corrugated Metal Pipe and Arches

SRP shall be designed in accordance with the following standards:

- AASHTO Standard Specification for Highway Bridges, Section 12 - Soil-Corrugated Metal Structure Interaction Systems
- ASTM A796 – Structural Design of Corrugated Steel Pipe, Pipe Arches, and Arches for Storm and Sanitary Sewers and Other Buried Structures

Joints for SRP shall be coupling bands conforming to AASHTO M36 with O-ring gaskets to produce a watertight joint. Coupling bands shall be a minimum of 10½ inches wide and shall be made from aluminized steel of the same thickness as the pipe. Hardware for coupling bands shall conform to AASHTO M36 and rubber gaskets shall meet the requirements of AASHTO M198.

High Density Polyethylene Pipe (HDPE)

HDPE is only allowed for pipe diameters from 18 to 36 inches unless approval is obtained from the City Stormwater Section Director. HDPE shall not be used for storm drains or culverts in fire-prone areas. HDPE pipe shall meet the following standards:

- MAG Sections 601 and 738
- ASTM F-894 – Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drainpipe

HDPE pipe shall be designed so that deflections are limited to 5 percent. Deflections should be determined using the Modified Iowa Deflection Formula.

Joints for HDPE shall be bell and spigot type joints and elastomeric gaskets to provide a watertight joint. Split couplings shall not be used. Joints shall meet AASHTO M294 standards. Mandrill testing may be required at the discretion of the City Stormwater Section Director.

Reinforced Concrete Box (RCB)

Refer to FCDMC DDM Subsection 5.3.2 for design and construction of RCB.

5.3.4.5 Controlling Water Surface Elevation

For most applications, the controlling water surface elevation or tailwater will either be above the crown of the outlet or between the crown and critical depth at the outlet. The tailwater may also occur between critical depth and the invert of the outlet and be a free outfall. The controlling tailwater for purposes of computing the hydraulic grade line shall be determined by one of the following criteria:

1. If the receiving body of water is a detention basin or lake, the tailwater shall either be the normal high-water elevation in the lake or the high-water elevation in the detention basin for the same design storm as that of the storm drain.
2. If the outfall is a wash, stream, or other open channel, the controlling tailwater shall be the water surface elevation in the channel for the same design storm as

that of the storm drain or $(d_c + D)/2$, whichever is greater (where: d_c = critical depth and D = pipe diameter).

3. If the outfall is another storm drain, the controlling elevation shall be the highest hydraulic grade line elevation of the receiving storm drain immediately upstream or downstream of the junction for the same design storm.
4. For low tailwater conditions (TW depth $\leq D/3$), the controlling tailwater shall be $(d_c + D)/2$ plus the invert of the outlet.

5.3.5 Culverts and Bridges

Culverts and bridges are structures that convey stormwater under roads. Their purpose is to prevent water from pre-defined frequency storms from overtopping a road and creating unsafe traffic conditions. Culverts may also serve as the primary outlet for detention facilities. Culverts are typically aligned with natural washes, watercourses, or open channels which serve as the primary outfall for local and regional drainageways. The design of culverts is influenced by purpose, hydraulic efficiency, site topography, effects on adjacent property, and cost. Culverts should be designed utilizing the procedures outlined in FHWA Hydraulic Design Series No. 5 (HDS-5) *Hydraulic Design of Highway Culverts* (April 2012, or latest edition).

5.3.5.1 Culvert and Bridge Policies

1. All culverts shall be hydraulically designed to determine whether inlet and outlet control conditions govern for the design storm discharges.
2. Culverts shall be used where:
 - a. Bridges are not hydraulically required
 - b. Debris and ice are tolerable
 - c. Culverts are feasible and more economical than a bridge structure
3. Bridges shall be used where:
 - a. Culverts are not feasible
 - b. Bridges are more economical than culverts
 - c. Land requirements cannot be satisfied by culverts
 - d. Culverts would cause environmental harm
 - e. Culverts would cause encroachments in the floodway
 - f. Ice and large debris are expected

Any use of bridge structures shall require special design and review considerations as approved by the City Stormwater Section Director.

4. Culverts shall be located and designed to prevent minimum hazard to traffic, persons, and property. Projecting ends shall not be permitted for culverts intended to become public improvements.

5. All public culverts shall include outlet headwalls.
6. All public culverts 36 inches in diameter and above shall include inlet headwalls.
7. Culvert headwall heights shall be limited to the dimensions shown within MAG or ADOT standard details and shall not exceed 8 inches above the embankment.
8. Roadway culverts shall be designed to accommodate debris or proper provisions shall be made for debris maintenance. Where practicable, some means shall be provided for personnel and equipment access to facilitate maintenance.
9. Material selection shall include consideration of service life, hydraulic efficiency, and maintenance and shall not be made using first cost as the sole criteria. Permissible materials are listed in Section 5.3.4.4.
10. Low water or at-grade, dip crossings of FEMA designated/mapped washes or other riverine are not permitted for public or private roadways which serve as the primary or emergency access to a development, except when approved by the City Stormwater Section Director per Section 5.3.6.
11. Culvert or bridge crossings of FEMA designated/mapped washes shall be analyzed with HEC-RAS version 6.0 or later. It must be demonstrated and certified by the design engineer that there will be no significant increases on the base flood elevations(s) and/or limits upstream or downstream of the crossing.
12. Erosion control measures may be required in all construction plans, as determined by the Stormwater Section Director. These measures shall include, but not be limited to silt boxes, straw silt barriers, filter cloth, temporary silt fences, and check dams to minimize pollution of streams and damage to wetland areas.

Maintenance Considerations

It is essential that maintenance be considered during both the design and construction of culverts. Common maintenance problems associated with culverts include debris, sedimentation, scour, piping, roadway or embankment settlement, and structural damage to the conduit. The likelihood of scour and abrasion inside the conduit should also be considered during design. Access for inspection and maintenance of culverts must also be considered.

Clearing accumulated debris and sediment from culverts is a routine maintenance requirement for any facility owner, however this problem is often overlooked during construction and adequate sediment/erosion control precautions should be undertaken.

Piping, roadway or embankment settlement, and structural damage problems, when they occur, are usually attributed to poor construction practices and can be avoided through proper design, installation specifications and inspections.

5.3.5.2 Culvert Design Criteria

Performance curves shall be developed for all public culverts for evaluating hydraulic capacity versus various headwater depths, outlet velocities, and scour depths.

The culvert length and slope shall be chosen to approximate existing topography, and to the degree practicable, the culvert shall be aligned with the channel bottom and the skew angle of the watercourse.

Multiple barrel culvert crossings should fit onto the natural channel cross-section with minimal widening of the channel so as to avoid conveyance loss and sediment deposition. Multiple barrel culverts shall be avoided where the approach velocity is high, particularly supercritical, to avoid adverse hydraulic jump effects.

Design Storm and Sizing

The minimum diameter for public roadway culverts shall be 18 inches. 12-inch diameter pipes are permissible for private residential driveway crossings when adequate cover cannot be maintained, if hydraulically adequate. Roadway culverts shall be designed to convey the frequency storm indicated in Table 5-4 without roadway overtopping.

TABLE 5-4: CULVERT DESIGN

STREET CLASSIFICATION	CONVEYANCE REQUIREMENTS
Local	<ol style="list-style-type: none"> 1. Must convey the 25-year storm without roadway overtopping. 2. Roadway overtopping is allowed on storm frequency flows greater than 25-year event if the overtopping depth for the 100-year event does not exceed 12-inches. *
Collector / Arterials	<ol style="list-style-type: none"> 1. Must convey the 50-year storm without roadway overtopping. 2. Roadway overtopping is allowed on storm frequency flows greater than 50-year event if the overtopping depth for the 100-year event does not exceed 12-inches. *
FEMA Mapped Watercourses	<ol style="list-style-type: none"> 3. For the 100-year storm, culverts cannot cause a rise in the published Floodway Elevations, or if no mapped floodway, max of 1.0' rise in published base flood elevations.

* Where flow does not cross the road, but turns and drains down the roadway, the maximum depth of flow within the roadway travel lanes shall be 8-inches.

The weir flow depth for the 100-year design storm shall be limited to 8 inches or less for roadways serving as secondary access to a development or subdivision.

Public roadway culvert or bridge crossings of riverine areas with a contributing watershed greater than 1/4 square miles should be designed to convey the 100-year peak discharge with no roadway overtopping.

Bridge crossings for all other types of roadway classifications and crossings shall be designed for the 50-year storm event at a minimum.

Private streets or accesses crossing public drainage ways or FEMA designated floodplains shall be designed to convey the channel design discharge or the 100-year discharge whichever is greater.

Public facilities such as underpasses, depressed roadways, etc. where no overflow relief is available shall be designed for the 50-year event.

At-grade, dip crossings which serve as the primary access to a development are not permitted. Secondary access crossings of broad shallow washes, where installation of a culvert or bridge is impractical, may be dipped to allow the entire flow to cross the roadway. The pavement section must have a one-way cross slope in the direction of flow without raised curbs or medians. Cut-off walls and aprons will be required on both the upstream and downstream edges on the pavement to prevent head cutting and erosion.

All development of land – construction of residential, commercial, industrial structures, future development, or uses of any kind conducted on land areas – located within the floodplain shall be accomplished in complete conformance with the provisions of the City of Flagstaff Title 12 Floodplain Regulations and any other applicable regulations.

Driveway culverts within street rights-of-way that convey flows in roadside ditches shall convey the same storm event flows as the roadway classification. Driveway culverts for driveways outside of street rights-of-way shall convey at a minimum the 10-year storm without overtopping.

Circular cross-sections are preferred, however, the use of arch or elliptical pipes is permitted only if dictated by hydraulic limitations, site characteristics, limited cover, structural criteria, or environmental concerns. Any use of arch or elliptical pipes will require approval from the City Stormwater Section Director.

Selection of minimum pipe size should also account for potential blockage from debris and sediment deposition (this does not apply to detention facility outlet structures). Clogging factors shown in Table 5-6 are to be applied to the design cross section area of the culvert opening.

TABLE 5-5: CULVERT CLOGGING FACTORS

CULVERT SIZE	CLOGGING FACTOR
Equivalent diameter < 48 inches	Reduce available opening area by 50%
Equivalent diameter ≥ 48 inches	Reduce available opening area by 20%

Skewed Culverts

Culverts should be designed to closely conform to the natural stream in alignment, slope, and width, whenever possible. As a result, culverts are often skewed with respect to the roadway centerline. The culvert skew angle shall not exceed forty-five (45) degrees as measured from a line perpendicular to the roadway centerline. Culverts are considered at a skew when the angle is fifteen (15) degrees or more.

Headwalls and flared wingwalls are required on all skewed culverts. Wingwall selection shall be dependent on site-specific conditions. Alterations of the normal inlet configuration are generally required due to culvert skew. Inlets are often skewed with respect to the centerline of the culvert so that the headwalls are parallel to the roadway centerline to avoid warping of the roadway embankment fill.

Allowable Headwater

The allowable headwater (HW) is the depth of water that can be ponded at the upstream end of a culvert and shall be limited to one or more of the following parameters:

1. No damage or inundation to upstream property
2. No greater than the low point in the road grade
3. No greater than the elevation where flow would be diverted around the culvert
4. For culverts with cross-sectional area equal to or less than 30 sq. ft. (6 ft dia equivalent) $HW/D \leq 1.5$
5. For culverts with cross-sectional area greater than 30 sq. ft. $HW/D \leq 1.2$

Tailwater Relationship

A submerged outlet occurs where the tailwater elevation is higher than the crown of the culvert. For design purposes, downstream conditions which result in high tailwater should be avoided if possible.

A free outlet has a tailwater equal to or lower than critical depth. For culverts having free outlets, lowering the tailwater has no effect on the discharge or the backwater profile upstream of the tailwater.

The tailwater depth should be computed as the highest value of the following criteria:

1. The normal depth in the downstream channel for subcritical flow regimes;
2. The critical depth and equivalent hydraulic grade line if the outlet is operating with a free outfall;
3. The high water elevation that has the same design frequency if outlet is a detention basin, channel, or other body of water; or
4. The quantity $(d_c + D)/2$; where d_c = critical depth (ft.), and D = pipe diameter (ft.)

If culverts are placed in close proximity to each other, the headwater of the downstream culvert may influence the tailwater depth of the upstream culvert. It may be necessary to use the headwater elevation of a nearby downstream culvert if it is greater than the tailwater depth of the upstream culvert or normal depth in the channel.

Inlet Treatment

Culvert inlets shall match the geometry of the roadway embankment whenever possible. To reduce headwater elevations, improve inlet capacity, and prevent damage to roadway embankments and culvert ends, the use of concrete headwalls and wingwalls, side or slope tapered inlets, and beveled edges may be required.

Commercial end sections are permitted on culverts less than 36 inches in diameter if the design headwater is acceptable and other embankment protection measures are used. Concrete headwalls are required on all public culverts 36 inches in diameter and above.

Aprons may be required if high headwater depths are encountered or the approach velocity in the channel will cause scour. Aprons shall extend at least one pipe diameter beyond the pipe invert and shall not protrude above the normal channel or streambed elevation.

Concrete headwalls and aprons shall be constructed in accordance with MAG Standard Details and/or Arizona Department of Transportation, Highways Division, Structures Section Standard Drawings.

Metal pipe culverts with a span or diameter greater than 48 inches shall have a cutoff wall where the outlet velocity and downstream bed material may result in local scour.

Inlet riprap protection for commercial end sections shall extend around and over the top of the inlet a minimum of 2 feet. Roadways designed for overtopping will require additional slope protection for the upstream and downstream spillway sections.

Drop inlets should typically be used when the upstream channel sides and bottom are bank protected and significant sediment loads are not anticipated; to avoid sediment deposition and plugging of grated inlets. It should be noted that HDS-5 inlet control nomographs do not apply to drop inlets since the additional losses caused by the plunging flow are not

accounted for. In this case, the analysis for a storm drain inlet should be used.

Outlet Protection

The design of culvert outlets shall be based on structural considerations to protect the culvert outlet and embankment from local scour, bank sloughing, and general channel degradation, rather than hydraulic efficiency. Headwalls are required on all public culvert outlets.

The maximum velocity at the culvert outlet shall be consistent with the velocity in the natural channel. Appropriate protection shall be considered when outlet velocities are above 4.0 ft/sec. Recommended outlet treatments are shown in Table 5-4.

TABLE 5-6: CULVERT OUTLET PROTECTION MEASURES

OUTLET VELOCITY	OUTLET PROTECTION
< 4 ft/sec	No protection required
4 - 10 ft/sec	Hand-placed riprap apron
10 - 15 ft/sec	Wire-tied riprap apron*
> 15 ft/sec	Energy dissipator

* It is recommended to use a concrete energy dissipator or increase the culvert size if velocities are greater than 10 ft/sec

Culvert outlet protection including riprap aprons and energy dissipators shall be designed in accordance with the FCDMC Hydraulics Manual (2018, or latest edition) or FHWA HEC-14.

Safety Considerations

During design and construction, culvert entrances may require safety precautions to protect life, health, traffic, and adjacent property. This may include the use of fencing, handrails, guard rails, warning signs, and safety/trash racks to limit or deter access by the public.

Traffic should be protected from culvert ends as follows:

1. Small culverts (24" diameter or less) can use commercial end sections or sloped concrete wingwalls.
2. Culverts greater than 24" diameter shall receive one of the following treatments:
 - a. Ends are extended to the appropriate "clear zone" distance per AASHTO Roadside Design Guide.
 - b. Ends include grates if the consequences of clogging and potential flood hazards are less than the hazard of vehicles impacting an unprotected end.
 - c. Ends are shielded with a guardrail if the culvert cannot be extended, has a channel which cannot be safely traversed by a vehicle, has significant

flooding hazard with a grate, or has headwalls which protrude 6" or higher above the driving surface within the "clear zone".

5.3.5.3 Velocity

The minimum velocity through a culvert shall be 3 feet per second when the culvert is flowing partially full. The maximum velocity shall be limited to 20 feet per second. However, it is highly recommended that the maximum velocity does not exceed 15 feet per second. Outlet protection shall be designed accordingly.

5.3.5.4 Materials

The material selected for culverts should be based on service life, durability, structural strength, hydraulic efficiency, bedding conditions, abrasion and corrosion resistance, and joint tightness. Acceptable materials for culverts intended to be public are:

- Corrugated Metal Pipe (CMP) per MAG Section 760
- Helical Corrugated or Spiral Rib Metal Pipe per MAG Section 760
- Reinforced Concrete Box Culvert (RCBC) per FCDMC DDM Subsection 5.3.2
- Rubber Gasket Reinforced Concrete Pipe (RGRCP) per MAG Section 735

All metal pipe culverts shall be a minimum of 14-gauge, Aluminized Steel Type 2 pipe, if supported by favorable soil chemistry. Thicker gauge pipe may be warranted with increases in fill height per manufacturer's recommendations.

Joints on metal pipe culverts, if required, shall be either rivet lap joint construction (annular corrugations) or continuous lock or welded seam (helical corrugations) and wrapped with non-woven geotextile filter fabric or "O" ring gaskets.

5.3.5.5 Minimum Cover

Both minimum and maximum cover limits must be considered in the design of roadway culverts. Minimum cover limits are established to ensure the culvert's structural stability under live and impact loads. Dead loads become the controlling factor with increases in fill height. Procedures for analyzing loads on buried conduit are outlined in the *Handbook of Steel Drainage and Highway Construction Products* and the *Concrete Pipe Design Manual*, latest editions respectively.

The minimum allowable cover for culverts shall be 1.5 feet from top of pipe to top of finish grade. Additionally, the top of any culvert should never extend above the roadway subgrade into the roadway street section. If minimum cover cannot be maintained due to site constraints, culverts shall be concrete encased per MAG Standard Detail 507.

5.3.5.6 Bridges

Bridges are typically neither practical nor warranted for most roadway crossings in the City of Flagstaff. However, when bridges are necessary, the design engineer shall include justification and engineering analysis to prove that culvert crossings are unfeasible. All

proposed bridges shall require approval from the City Stormwater Section Director.

General Bridge Policies

1. The final design selection shall consider the maximum backwater allowed by the NFIP/FEMA or local floodplain regulations unless exceeding the limit can be justified by special hydraulic conditions. Backwater shall not significantly increase flood damage to upstream property.
2. The final design shall not significantly alter the flow distribution in the floodplain and whenever possible, bridge structures should be designed so that there is little or no disturbance to the flow. Velocities through the structure shall not damage either the roadway facility or increase damages to adjacent property.
3. The "crest vertical curve profile" should be considered as the preferred roadway crossing profile when allowing for embankment overtopping at a lower discharge.
4. Degradation or aggradation of the watercourse as well as contraction and local scour shall be estimated, and appropriate positioning of the foundation, below the total scour depth if practicable, shall be included as part of the final design.
5. Bridges should be designed to minimize disruption of ecosystems and values unique to the floodplain and wash being crossed.

Risk Evaluation

The selection of hydraulic design criteria for determining the watercourse opening, road grade, scour potential, riprap, and other features shall consider the potential impacts to:

1. Interruptions to traffic,
2. Adjacent property,
3. The environment, and
4. The infrastructure of the roadway

The consideration of the potential impacts constitutes an assessment of risk for the specific site. The least total expected cost (LTEC) alternative should be developed in accordance with FHWA, HEC-17(3) where a need for this type of analysis is indicated by the risk assessment. This analysis provides a comparison between other alternatives developed in response to considerations such as environmental, regulatory, and political.

Design Floods

The design flood(s) for evaluation of backwater, clearance, flow distribution, and overtopping shall be established predicated on risk-based assessment of local site conditions. They shall reflect consideration of traffic service, environmental impact, property damage, hazard to human life, and floodplain management requirements.

Backwater and Increases over Existing Conditions

Designs shall conform to all applicable federal, state, and local floodplain regulations. The bridge structure shall not cause any significant increase in the existing water surface elevation.

Scour

Design for bridge foundation scour shall be for the design flood which generates the maximum scour depth. Scour calculations shall be done in accordance with FCDMC Section 11.8. The design should use a geotechnical design factor of safety of 2.5. The resulting design should then be checked using the 500-year design discharge and a factor of safety of at least 1.0.

Bridge piers, if necessary, must be oriented parallel to the direction of flow. Pier spacing and abutments should be designed to minimize flow disruption and potential scour.

Clearance

Where possible, a minimum freeboard of two (2) feet shall be provided between the approach design discharge water surface elevation and the low chord of the bridge. Structural design and clearance of the bridge structure shall also take into account passage of debris and ice impacting the bridge. When this two (2) foot clearance cannot be maintained, clearance shall be established by the engineer based on the type of watercourse and the level of protection desired, as approved by the Stormwater Section Director.

Flow Distribution

The conveyance of the proposed crossing location shall be calculated to determine the flow distribution and to establish the location of bridge openings. The proposed structure shall not cause any significant change in the existing flow distribution. Relief openings the approach roadway embankment shall be investigated if there is more than a ten (10) percent redistribution of flow.

Deck Drainage

Improperly drained bridge decks can cause problems such as corrosion, icing, and hydroplaning. Whenever possible, bridge decks should be watertight and all deck drainage should be carried to the ends of the bridge. Drains at the ends should have adequate capacity to carry all bridge drainage. Gutter flow from roadways must be intercepted before it reaches the bridge. Zero gradients and sump vertical curves should be avoided on bridges.

Where it is necessary to intercept deck drainage at intermediate points along the bridge, the design of such interceptors shall conform to the criteria outlined in Section 4.3.3 *Street*

Drainage.

5.3.6 Low Water Crossings

Low water crossings or vented fords are allowable for areas of shallow or distributed flow, where the City Stormwater Section Director or his/her designee agrees that a culvert or bridge crossing is impracticable, if the following design criteria is met:

1. The low water crossing does not cross a FEMA-mapped watercourse.
2. The maximum water depth crossing the roadway travel lanes for the 100-year peak discharge does not exceed 12-inches.
3. The velocity does not exceed 8 feet per second (ft/s).
4. Low water crossing surfaces are to be constructed per MAG Standard Detail 552 (Concrete Surface) or comparable all-weather surface as approved by the City Stormwater Section Director.
5. The crossing accesses a single-family home development.

If low water roadway crossings of washes are approved for a development, signage, barricades or other flood warning device may be required at the discretion of the City Stormwater Section Director for public safety and welfare.

5.3.7 Open Channels

5.3.7.1 Open Channel Policies

1. All open channel designs and/or related activities shall meet the minimum requirements and/or design criteria for the City of Flagstaff, Federal Emergency Management Agency, U.S. Army Corps of Engineers 404 permitting, and the Arizona Department of Environmental Quality, as applicable.
2. Washes designated as Rural Floodplains per the City of Flagstaff Zoning Code must be left undisturbed and in their natural state. Alteration through channelization and FEMA map revisions and/or other development within a designated Rural Floodplains is prohibited except for roadway and utility crossings and at-grade driveway crossings.
3. Safety of the public shall be considered in the selection of location and cross-sectional geometry of artificial channels.
4. The design of artificial channels shall consider the frequency and type of maintenance expected and make allowance for access of maintenance equipment. Soil cement linings are not permitted for open channels intended to become public and are discouraged for all channels due to maintenance problems.
5. All artificial open channel drainage systems shall be designed for the 25-year design

storm at a minimum and checked with the 100-year design storm to determine available freeboard, minimum finished floor for structure elevations adjacent to the channel, and the potential for flood damages.

6. Channels shall be designed to follow natural drainage alignments whenever possible. Environmental impacts of modifications to natural channels, including disturbance of wildlife habitat, wetlands, and stream bank stability shall be assessed and meet any applicable regulations.
7. The City Stormwater Section Director may require the design engineer to analyze the downstream impacts for channels that alter the time of concentration and/or the flow attenuation of existing conditions drainageways.
8. All channels which are to be maintained by the City of Flagstaff must be dedicated to the City either in fee title or granted as drainage easement and must be formally accepted for maintenance by the City.
9. Unless proper authorization from the City of Flagstaff and the adjacent property owner(s) is obtained, open channels must enter and exit a site where the channel historically flowed.
10. The lining proposed for public channels must be approved by the City Stormwater Section Director.

5.3.7.2 Artificial Channels

Artificial open channels have a wide variety of applications ranging from landscaping swales to large flood control facilities. The selection of the open channel type is influenced by numerous factors such as hydraulics, structural features, environmental concerns, sociologic impact, risks and liability, maintenance, and economics. Examples of various types of open channels are depicted in FCDMC Hydraulics Manual Figure 6.6.

5.3.7.3 Natural Channels

Natural washes, not designated by the City or FEMA as regulatory floodplains, which cross private property are encouraged be left in their natural state, if possible, upon development. Planning and other design measures must be used to protect development adjacent to natural washes from the flooding and erosion typically associated with increased development. As additional runoff from development is added to a natural channel, these channels can experience erosion and may require on-site detention, grade control, and/or localized bank protection.

If relocation of a natural stream channel is unavoidable, the cross-section shape, meander pattern, roughness, sediment transport capacity, and slope should conform to the existing conditions insofar as practicable. Some means of energy dissipation may be necessary when existing conditions cannot be duplicated.

U.S. Army Corps of Engineers Section 404 and Section 401 of the Clean Water Act permitting processes may apply for impacts on Waters of the U.S. such as stream channelization, relocation, bank stabilization, or roadways crossings. Approval by the City does not supersede or waive compliance with other applicable Federal and State laws.

Natural channels should be analyzed using field observation, surveyed cross-sections, and Normal Depth/Uniform Flow (Manning's Equation) or step-backwater methods (e.g., HEC-RAS), as applicable.

5.3.7.4 Cross-Sectional Geometry

Trapezoidal or compound cross-sections are required for public open channels unless prior approval of an alternate design is obtained from the City Stormwater Section Director. Channel side slopes shall be stable throughout the entire length and will be dependent upon the channel bank or lining material. Slope stability analysis may be required in some instances. Side slopes shall be no steeper than 3H:1V for natural vegetal or earth linings and 2H:1V for dumped riprap lining. Side slopes for rigid lined channels may be steeper depending on the structural stability of the lining.

The depth of public open channels shall be determined by computation of the uniform flow depth for the design discharge plus a minimum of one foot of freeboard (see FCDMC Hydraulics Manual Section 6.5.4 for additional required freeboard). The maximum depth for artificial public channels in residential areas should not exceed 3 feet, not including freeboard, for safety considerations unless approved by the City Stormwater Section Director.

Sediment transport requirements must be considered for conditions of flow below the design frequency, especially for multi-use corridors, if applicable. Low and high flow sections shall be considered in the design of channels with large cross sections and/or a design discharge greater than 50 cubic feet per second.

5.3.7.5 Channel Slope and Velocity

The slope of a proposed channel is typically dependent upon the natural topography. However, variations can be accomplished by altering the channel alignment through a development, by adjusting the elevation of inflow and outflow points, or utilizing grade control. The selected channel configuration, alignment, and slope should result in a stable channel. The minimum allowable channel slope for public channels shall be 0.5 percent. The maximum allowable velocity for any open channel shall be 18 feet per second unless adequately stabilized and only if approved by the City Stormwater Section Director.

Abrupt changes in channel slope shall be avoided except when necessary to create a desired hydraulic jump or grade control. When abrupt changes in slope are unavoidable, the slope changes should not cause the channel top width to vary by more than 15 percent.

The design engineer shall consider the velocity and flow regime in the design and selection

of materials for the channel.

5.3.7.6 Grade Control

Most channels constructed with earthen bottoms are constructed on slopes that are greater than their equilibrium slopes. It is recommended to incorporate the use of grade control to limit channel slopes/velocities and preclude the need for channel linings at grade control structures. The use of alternate channel treatments other than riprap should first be considered.

All grade control structures should consist of a control section, an adjacent protection section, and an energy dissipation section. Use of natural rock grade control structures is encouraged.

Concrete cut-off walls or sills, if required, shall be a minimum of eight (8) inches thick Class A concrete, two (2) feet deep below the channel bottom, and extend across the entire channel.

The general procedure for grade control structure design is:

1. Determine the total fall through the reach.
2. For the selected channel, determine the equilibrium slope.
3. Determine the amount of fall to be controlled by the grade control or drop structures from the tailwater of the upstream structure to the head on the next structure downstream.
4. Select the size, location, and type of structures to be used.

Design guidance on grade control structures can be found in the National Engineering Handbook, Part 634 *Hydraulic Engineering* Section 11 *Drop Spillways* and Section 14 *Chute Spillways*, or the Urban Drainage and Flood Control District, Denver Colorado, Drainage Criteria Manual, Volume 2 *Grade Control Structures*.

5.3.7.7 Channel Linings

One of the most influencing factors in the design of artificial channels is the channel lining. The most prominent channel lining types include earth (natural), grass, rock, concrete, and other biotechnical or synthetic materials. These linings can be used alone or in combination to form a composite channel. Soil cement linings are not permitted for open channels intended to become public and are discouraged for all channels due to maintenance problems. Channel linings shall extend to the minimum freeboard elevation.

It is recommended to incorporate the use of grade control to limit channel slopes/velocities and preclude the need for channel linings. The use of alternate channel treatments other than riprap is strongly encouraged.

The order of preference for open channels and swales shall be:

1. The use of natural bio-filters to promote infiltration and water quality treatment.

2. The use of natural landforms. Side slopes not to exceed 2H:1V. The horizontal alignment shall meander to the greatest extent possible. Riprap lining shall be limited to sections where erosion is anticipated.
3. The use of natural material linings.
4. The use of built up man-made material linings.

Flexible Linings – Riprap Design Criteria

Due to long term maintenance considerations, fully lined riprap channels intended to become public must receive prior approval from the Stormwater Section Director and Public Works Department. The use of grade control or other channel linings must be examined first. If the channel is to be designed as a complete riprap channel (side slopes and bottom), the riprap itself will control the velocity and an iterative process between riprap size and channel velocity, due to riprap roughness, is necessary.

The channel cross section design must account for riprap thickness in channel excavation. The riprap must be "inlaid" by over excavating to the depth of the riprap layer thickness. Riprap should not be placed on top of swale or channel bottom.

Wire-tied riprap or gabion baskets may be required where higher velocities or steeper channel side slopes are proposed. Rock sizes and basket characteristics should meet the manufacturers specifications.

The edges of riprap revetments (flanks, toe, and head) require special treatment to prevent undermining. Undermining of the toe is one of the primary causes of riprap failure. Riprap revetments, linings, and energy dissipators shall be designed using the FCDMC Hydraulics Manual or FHWA HEC-14/HEC-15.

Riprap Material

The shape of the riprap shall be jagged and angular rather than elongated or smooth river rock. Cinder material (e.g., clinkers, tufa, and scoria) and demolished concrete rubble shall not be used for riprap lining. Rock material shall be hard, dense, and have sufficient durability to withstand abrasive water action and freeze/thaw cycles. Riprap shall have a minimum specific gravity of 2.5; it is recommended for selected riprap to have a specific gravity of 2.65. Riprap shall also conform to the physical property requirements outlined in MAG Section 703 *Riprap*.

The riprap blanket thickness shall be a minimum of 2 times the calculated D_{50} . A minimum riprap blanket thickness of 12 inches shall be used for channel velocities up to 7 ft/sec and 24 inches for channel velocities up to 15 ft/sec. The thickness shall be measured perpendicularly to the slope on which the riprap will be placed.

Filter Fabric Placement

Failures in filter fabrics often occur due to improper installation. Therefore, to provide

optimum performance, a properly selected fabric should be installed per the following guidelines or the manufacturer's guidelines, whichever is more restrictive:

1. Heavy riprap may stretch the fabric as it settles. A four (4) to six (6) inch gravel bedding is required to be placed beneath the riprap for gradations having a D_{50} greater than 2 feet.
2. Filter fabric shall not extend into the channel beyond the riprap layer; it should be wrapped around the bottom of the toe material and back into the riprap layer.
3. Adequate overlaps must be provided between individual fabric sheets.
4. A sufficient number of folds should be included during placement to minimize tension and stretching under settlement.
5. Securing pins with washers are required at two (2) to five (5) foot intervals along the midpoint of overlaps.
6. Proper stone placement on the filter requires beginning at the toe and proceeding upslope. Dropping stone from heights greater than two (2) feet is not permitted.

Grouted Riprap

Grouted riprap revetments, linings, and energy dissipators shall be designed using the FCDMC Hydraulics Manual. The minimum riprap blanket thickness shall be one (1) foot for channel velocities up to 7 ft/sec and two (2) feet for velocities above 7 ft/sec.

Grout Requirements

Grout for riprap installation on public structures shall be in accordance with MAG Section 220 and the following criteria:

1. Air entrainment of 5 - 7%.
2. Compressive strength of not less than 3,000 psi in 28 days.
3. Slump of 5 to 7 inches.
4. 1.5 lb/CY of fiber mesh (or equivalent) shall be used to control shrinkage/cracking.
5. Type II cement. Maximum of 25% fly ash may be substituted for Portland cement.
6. Aggregate shall be comprised of 70% natural sand (fines) and 30% 3/8-inch rock (coarse).

Grouted Riprap Placement

Placement of grouted riprap for public structures shall be in accordance with the following criteria:

1. Final placement of riprap shall be approved by Stormwater Section Director prior to placement of grout.

2. Fines and smaller gradation rock shall be removed from the rock blanket to ensure better penetration by the grout.
3. The riprap shall be clean of all dirt and deleterious materials and sprayed with clean water immediately prior to grouting.
4. A low pressure (< 10 psi) grout pump with a two (2) inch diameter nozzle shall be used.
5. Grout must be placed by injection methods using a pencil vibrator and grout penetration must extend the full thickness of the rock blanket. Pneumatically placed grout is not permitted. The grout mix and placement procedures must be controlled to achieve the specified thickness, penetration, and grade of the grout layer.
6. The finished level of the grout shall be 1/4 - 1/3 the rock size below the top of the rock. After the grout has been placed and vibrated, excess grout should be removed from the exposed rock. A broom finish should be provided for the grout.
7. The finished surface shall be sealed with a clear liquid membrane curing compound per American Society for Testing and Materials (ASTM) C-309.

Concrete Lined Channels

Low flow (trickle) channels are recommended on the bottom of all concrete lined channels. Low flow channels should be designed to convey the 2-year peak discharge at a minimum.

Minimum thickness shall be no less than eight (8) inches for supercritical channels and no less than six (6) inches for subcritical channels. The top of the channel shall be adequately keyed into the channel banks as depicted in the FCDMC Hydraulics Manual Figure 6.8 *Typical Bank-Protection Key-Ins*.

Concrete channels shall be constructed from continuously reinforced concrete. The reinforcing shall be continuous both longitudinally and laterally. Reinforcement steel shall be a minimum of grade 40 epoxy coated deformed bars per MAG Section 727 *Steel Reinforcement*. Reinforced concrete channels shall be designed by a structural engineer. Concrete lined channel construction shall be performed in accordance with MAG Section 505 *Concrete Structures*.

Earthwork for concrete lined channels shall be compacted to a minimum of ninety-five percent (95%) of maximum density, as determined by ASTM D-698 (Standard Proctor), for the following areas:

1. The twelve (12) inches of subgrade immediately beneath concrete lining (bottom and sides).
2. Top twelve (12) inches of earth surface within ten (10) feet of concrete channel lip.

3. Top twelve (12) inches of maintenance road subgrade.
4. All fill material.

A minimum of six (6) inches of aggregate base course granular bedding is required under channel bottom and side slopes.

Longitudinal underdrains may be required when temporary or permanent high-water tables are experienced. Underdrains shall be free draining, consist of six (6) inch minimum perforated pipe in gravel or coarse sand, flap valves at the outlets, and shall daylight at check drops when applicable. Weepholes should be limited when possible but are necessary on vertical wall sections to relieve hydrostatic pressure.

Side ditches along the tops of the channel should be utilized to intercept sheet flow and convey it to chutes or dip inlets.

Whenever the 100-year channel depth exceeds three (3) feet or on concrete channels with vertical walls exceeding thirty (30) inches in height, safety requirements for concrete lined channels shall consist of the following measures at a minimum:

1. A six (6) foot high chain link or comparable fence is required to prevent access. Appropriate numbers of gates and maintenance roads (12 ft. width) shall be placed and staggered where fencing is required on both sides of the channel.
2. Ladder-type steps shall be installed not more than 400 feet apart on alternating sides of the channel. The bottom rung or step shall be placed one (1) foot above the channel bottom.

5.3.7.8 Hydraulic Jumps

Hydraulic jumps should only occur in planned locations at hydraulic structures and should be checked in the following cases:

1. The slope of the channel abruptly changes from steep to mild slope;
2. At abrupt expansions or contractions in the channel section;
3. At locations where obstructions occur, such as a culvert or bridge that are along steep slopes;
4. At sharp bends;
5. At dip crossings or culverts; and
6. Where steep or supercritical channels discharge into another channel.

Recommended procedures for computing hydraulic jump can be found in FHWA HEC-14 Hydraulic Design of Energy Dissipators for Culverts and Channels (2006) and/or Chow Open Channel Hydraulics (1959).

5.3.7.9 Channel Transitions

Transition sections shall be designed to provide a gradual transition to avoid turbulence and eddies. Energy losses in transitions should be accounted for as part of the water surface profile calculations. Recommended guidance can be found in U.S. Army Corps of Engineers EM 1110-2-1601 *Hydraulic Design of Flood Control Channels*. Scour downstream of rigid to natural or steep to mild slope transition sections should be accounted for through velocity slowing and energy dissipation.

5.3.7.10 Maintenance

The minimum width of fee title dedications or drainage easements for public open channels shall be dependent upon the top width of the channel, required setbacks, and the need for maintenance access roads adjacent to the channel.

Maintenance access shall be provided along at least one side of all new open channels intended to become public. The minimum maintenance access width shall be 12 feet. Maintenance access may either be necessary adjacent to the top of the channel bank, down into the channel bottom, or a combination of both. In all cases, the right-of-way or drainage easement must be of enough width to allow maintenance vehicles or equipment to operate freely.

5.3.8 Stormwater Storage and Detention

Urbanization and other land development activities including the construction of roads result in increased impervious and disturbed surfaces. In addition, natural drainage systems are often replaced by lined channels, storm drains, and curbed streets. The result of such activities is an increase in the volume of runoff, peak discharge rates, erosion, and non-point source pollution due to the reduction of infiltration and natural vegetation.

Due to an absence of regional detention facilities and inadequate downstream capacities of existing streets, storm drain systems, or channels, local on-site or sub-regional detention facilities are necessary to attenuate the increased runoff caused by development.

5.3.8.1 Stormwater Storage and Detention Policies

1. Stormwater detention is required for all new subdivisions, commercial and industrial developments, re-development of non-conforming sites (i.e., existing developed sites that do not have detention that have been razed and vacant for greater than six months), and other developments greater than 1/4 acre in size or those that the City Stormwater Section Director deems required for protection of downstream properties. Refer to Section 6 for Low Impact Development (LID) requirements.

2. Detention for single-family residential structure or lot (i.e., not associated with a new subdivision) is not required unless specifically requested by the City Stormwater Section Director.
3. Detention requirements may be waived by the City Stormwater Section Director for the following:
 - a. Residential subdivisions with lot areas >1 acre in area, if it can be shown that such a waiver will not result in any adverse downstream effects, nor create any disturbance to the existing drainage patterns both within and adjacent to the subdivision.
 - b. Developments less than 1/4 acre or an increase in impervious area of $\leq 5,000$ square feet. It must be demonstrated to the satisfaction of the City Stormwater Section Director that there will be no increase in the potential for damage to adjacent properties and adequate off-site or downstream drainage capacity is available.
 - c. Developments with drainage basins adjacent to drainage ways with large tributary watersheds if it can be shown that the time to peak for each hydrograph is offset adequately so as not to affect the peak flowrate in the larger basin drainageway. The use of beat-the-peak analysis is not permitted to elude on-site detention requirements unless it can be proven that providing detention would result in increased flow rates downstream.
4. Detention facility storage volume shall be adequate to attenuate the post-development peak discharge rates to pre-development discharge rates for the 10 and 100-year design storms. Reservoir routing calculations must be used to demonstrate that the storage volume is adequate. The 2-year detention requirement will be waived if the runoff control volume is completely retained.
5. Detention facility outlet structure release rates shall be less than the pre-development peak runoff rates for the 10 and 100-year storm events, with emergency overflow provisions. Emergency overflow weirs or spillways shall be provided on all detention basins and designed to safely convey the 100-year peak inflow discharge. Overtopping of the entire length of the top-of-embankment is not acceptable as an emergency overflow weir. Design calculations are required to demonstrate that developed peak runoff rates from the 10 and 100-year design storms are controlled.
6. The same methodology shall be used for both pre-development and post-development analyses. Contributing drainage areas shall be analyzed separately for purposes of estimating the runoff which must be accepted and conveyed through the site. Flows from offsite drainage areas should be routed around local detention ponds and not co-mingled with flows emanating from the development. Any offsite flows that are routed through on-site improvements shall be accounted for in all

calculations and sizing.

7. The use of retention basins or infiltration systems may be permitted in the City of Flagstaff, especially in cases where the site is landlocked, due to topography, with no means of positive outflow. If a retention system is proposed, sufficient supporting data must be provided to ensure adequate storage volume and evaluate the functionality of all proposed infiltration retention systems, including but not limited to a soils report addressing soil classification, soil erodibility, soil permeability, slope stability, ground water elevations, and percolation test results. Maximum storage time for ponded water in retention basin facilities is 36 hours.
8. The City has established a maximum ponding depth of (0.3) three-tenths of (1) one foot without an engineered infiltration system. Geotechnical investigations that test in situ infiltration may be approved to show higher ponding depths will infiltrate within 36 hours. In all cases, infiltration testing shall be done at the basin floor elevation and shall be performed to mimic soil saturated conditions. Such approvals are at the discretion of the City Stormwater Section Director.
9. The use of pavement parking lot storage as the primary detention facility is not permitted unless other sites or detention alternatives are not available. Any use of parking lot storage for detention shall require approval from the City Stormwater Section Director.
10. Roof-top detention storage is not permitted for meeting the City of Flagstaff detention requirements.
11. Individual on-lot storage systems within single family residential developments is not permitted for meeting the City of Flagstaff detention requirements.
12. The minimum lowest floor elevation of any structure adjacent to a detention facility shall be 1 foot above the 100-year water surface elevation in the facility or at the emergency overflow water surface level, whichever is higher.
13. Developments which are phased shall prepare a master stormwater detention plan for the entire development. The master stormwater detention plan must either be implemented with the first phase, if possible, or detention must stand alone for each phase. Interim temporary detention facilities may be required for phasing.
14. Road culverts shall not be utilized as outlet structures for detention basins.
15. The point or points at which a pre-development watercourse enters and leaves a site shall remain substantially the same after the property has been altered for the development. Drainage in general, including sheet flow, shall enter and depart the site in substantially the same manner as it did in the pre-developed condition. Developers must coordinate with downstream properties if the drainage exiting their property is to be changed (e.g., pre-development flow was sheet flow and the post-

development discharge is a detention outlet pipe or point discharge). The City Stormwater Section Director may require the developer to obtain a drainage easement or written permission from adjacent property owners.

16. Discharges from detention facilities shall be designed to enter established downstream drainage systems (e.g., drainage channels, natural watercourses, public streets, or storm drain systems) whenever possible. If flows are to be concentrated or ponded on the upstream or downstream side of the site, either a recorded drainage easement or written permission as determined by the City Stormwater Section Director must be obtained from the affected property owner(s) before issuance of grading or building permits. Discharge velocities shall be reduced or dissipated to provide non-erosive flows and reduce damage to downstream properties.
17. Detention Basins shall be operated and maintained by the developer and/or property owners. The City of Flagstaff shall only accept large-scale regional detention basins for operation and maintenance. Large-scale regional basins provide a common public benefit beyond the mitigation of the development being proposed. The City shall not accept small-scale, local on-site detention basins for operation, maintenance, or liability.
18. Maintenance of subdivision on-site detention facilities shall be the responsibility of the property owner, developer or homeowner's association. Refer to City of Flagstaff Standard Plat Dedication Language for Drainage Maintenance Easements.
19. The City of Flagstaff Parks and Recreation Division must review and approve proposed stormwater detention facilities designed within designated public areas or parks. Review and approval from the Parks and Recreation Commission may also be required.
20. No part of a private detention basin shall be constructed in a public right-of-way or public utility easement.
21. Site designs which consolidate detention areas into a limited number of larger facilities are preferred over designs which utilize many small facilities. Designs which will demand considerable maintenance, will be difficult to maintain and access, or utilize numerous small facilities will not be permitted if other alternatives are physically possible.
22. All new subdivisions are required to provide detention for the entire subdivision, including the respective one-half of all abutting streets to the subdivision. Two or more subdivisions may join to provide a common detention facility.

5.3.8.2 Detention Facility Design

Detention facilities which incorporate basins below grade or embankments shall be

designed and constructed as permanent drainage structures which are protected from long term erosion and are as maintenance free as possible. Detention basins and related facilities should be designed to minimize the following typical problems:

- Grass and vegetation maintenance
- Sedimentation control
- Bank deterioration
- Standing water or soggy surfaces
- Mosquito control
- Blockage of outlet structures
- Litter accumulation
- Maintenance of fences and perimeter plantings

No detention basin facility shall retain standing water longer than 36 hours unless the facility has been designed and constructed as a permanent body of water with appropriate health, safety, and water quality measures for such a body of water.

Basin inlet and outlet structures may be at or below grade or a combination of both. Drainage crossings or culverts shall be provided whenever runoff entering or exiting a basin crosses pedestrian paths or sidewalks. Inlets and outlets shall not direct flow through a handicap accessible ramp or handicap parking space.

Riprap aprons or other energy dissipating measures should be used at all inflow points (side slope and basin floor) to reduce velocities and encourage sedimentation.

Low flow channels are required on the bottom of basins which serve as multi-use areas and are recommended on all basins. Low flow channels should be designed with a minimum longitudinal slope of 0.5 percent. Concrete lined low flow channels can be designed with a minimum longitudinal slope of 0.2 percent.

If any portion of a detention basin is a retaining wall, design information for determining factors of safety against sliding and overturning is required. Provisions shall also be incorporated to prevent seepage through and under the retaining wall.

All detention facilities shall be incorporated into the Landscaping Plans.

All detention facilities will be reviewed for compliance with this Manual and other applicable criterion. The order of preference for detention facility design shall be:

1. The use of natural land-formed basins.
2. The use of structures, such as retaining walls or weir walls not to exceed four (4) feet in height, blend with the natural or built surroundings. Materials shall be limited to materials such as brick, native stone, rusticated masonry block, or form-lined colored concrete to blend with the natural or built surroundings.
3. The use of underground detention for all or part of the detention volume

requirement.

Location and Configuration

In general, open detention facilities located adjacent to streets or buildings are discouraged. No portion of a detention basin will be permitted within any public right-of-way or public utility easement.

Curvilinear or irregular shapes are required for open surface basins, whenever possible. The designer should vary the shape and side slopes of the basin and maximize the linear footage of the perimeter. Curvilinear contours at areas immediately adjacent to walls or structures are encouraged.

The basin shape or floor should have a minimum length to width dimension of 4:1 if possible. Designs that incorporate basins in series with two or more stages or terraces are encouraged.

Slope and Depth Criteria

The following minimum slope and depth criteria are required for multi-use basins and basins that have unrestricted access:

- A maximum of 2H:1V for protected side slopes and 3H:1V for unprotected side slopes where depths of ponding are less than three feet.
- A maximum of 4:1 for side slopes where depths of ponding exceed 3 feet.
- Basins greater than 6 feet in depth will require a benched configuration with bench widths at least 3 times the height of the slope above it with a minimum width of 6 feet.
- Multi-purpose Basins containing human activity areas shall incorporate access slopes of 8H:1V or flatter (12H:1V for ADA compliance) into the design for ingress and egress.

A geotechnical report may be required by the City Stormwater Section Director to ensure basin slopes are globally stable for excessive ponding depths or cut/fill heights. A minimum freeboard of 0.5 foot above the 100-year high water elevation is required for all detention facilities. Freeboard may include adjacent parking lot areas.

The basin floor should be graded to drain toward the basin outlet. The minimum recommended slope is 0.5 percent. A meandering low flow channel across the basin bottom is recommended to accommodate frequent flows and prevent standing water.

All detention basins shall include appropriate surface treatment, stability improvements, and erosion control measures including but not limited to linings, landscaping, seeding, grass, rock, gravel, or any combination thereof. At a minimum, detention basins shall include hydroseeding to promote vegetation and slope stability. Hydroseed mixes shall conform to the current City of Flagstaff Engineering Design and Construction Standards.

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Table 5-7 below summarizes the various stabilization methods that should be used within the City of Flagstaff.

TABLE 5-7: APPROVED STABILIZATION METHODS FOR BASIN SIDE SLOPES

SIDE SLOPE RATIO	APPROVED STABILIZATION METHODS
3H:1V or flatter	Approved hydroseed Screened rock with minimal fines Hand-placed riprap with filter fabric
No steeper than 2H:1V	Approved hydroseed (if basin depth ≤ 3 ft), TRM Hand-placed riprap with filter fabric (if basin depth > 3 ft) Gabion mattress (if basin depth > 3 ft)
No steeper than 1.5H:1V	Articulated revetment units
No steeper than 1H:1V	Grouted riprap Concrete lining with welded wire mat Gabion baskets, Mattress
Steeper than 1H:1V	Retaining wall

Riprap used for basin side slope stabilization shall have a minimum D_{50} of 6 inches with an overall thickness of 12 inches. Riprap aprons for basin inflow points shall have a D_{50} that is designed based on the inflow velocity. Other stabilization methods may be approved by the City Stormwater Section Director if proper justification is provided along with a demonstrated capability of lasting performance.

Landscaping and Surface Treatment

Detention basin side slopes, embankments, and periphery shall be landscaped to mitigate and accentuate the basin. All above ground detention basins shall be treated with a native ground cover seed mix. A minimum of two (2) plant units (as defined in the Flagstaff City Code Division 10-50.60 Landscaping Standards) shall be required for every 100 feet of the perimeter of the basin, as measured at the top of the basin, in addition to on-lot landscaping requirements. Where detention basins are constructed partially or entirely within required landscaping buffers, they must be adequately landscaped to meet the requirements of the landscape area in compliance with Section [10-50.60.050](#), Landscaping Standards.

Underground facilities will not require landscaping.

Trees, shrubs, and other native vegetation may be used on basin side slopes and periphery. Any landscaping placed on the basin floor shall not have a density such that it interferes with the stormwater storage function of the basin or regular maintenance activities. For basins located adjacent to streets, landscaping shall be in accordance with street buffer requirements to screen the basin from the street.

The basin floor (if not using sod) and side slopes shall be seeded with a mix of native grasses

(5 pounds/1000 square feet) in accordance with Engineering Standards 13-17-002. Prior to seeding, the ground surface must be scarified and cultivated to a depth of six (6) inches and cleared of all debris and large stones (greater than 1-inch in any dimension). After clearing, grubbing, and cultivation, an organic fertilizer should be applied as specified by the landscape designer. An average of ten (10) pounds of fertilizer/1000 square feet is the desired treatment. When existing soil is unsuitable for growing native grass, incorporation of topsoil is recommended. A temporary irrigation system shall be installed to assist in the establishment of the seed and any other plant material shown on the landscaping plan.

Detention basins intended to accommodate passive or active recreation on the floor of the basin (e.g., playgrounds or sports fields) shall use turf grass on the basin floor. Prior to seeding or sodding, native material on the basin floor must be over-excavated to a depth of six (6) inches and planted with topsoil. A permanent irrigation system must be installed to maintain the turf grass.

Use of decomposed granite or small gradation (screened) rock shall be limited to basin side slopes of 3H: 1V or flatter and is not recommended for use on basin floors, in low flow channels, or at the basin inlets and outlets. Use of bio-mass filter landscaping treatment on basin floors is encouraged.

Over-excavation will be required to account for any volume displacement from landscaping islands, boulders, or rock riprap placement within the basin and shall be noted on the Grading & Drainage and Landscape Plans.

Outlet Structures

Due to multi-frequency detention requirements, multi-stage outlet structures may be necessary in the design of many detention facilities. The outlet structure(s) should be designed to ensure complete basin drainage and can take the form of drop inlets, culverts, weirs, orifices, or any combination thereof. The use of weirs is encouraged. FCDMC Hydraulics Manual Figure 9.4 illustrates typical outlet structure configurations. Outlet structures that require manual operation to properly function are not permitted.

Outlet configurations should match the pre-development flow characteristics at the property boundary where flow leaves the site. If pre-development flows originally left the site as sheet flow or scattered shallow concentrated flows, the outlet configuration should incorporate control measures to recreate sheet flow or shallow concentrated flows. Outlets can incorporate devices such as level spreaders, perforated pipes, or concrete troughs with weep holes to achieve the intended drainage characteristics.

Outlet structures for detention basins shall be sized based on hydrologic reservoir-routing calculations and stage-discharge relationships. Inlet control should not always be assumed on detention facility outlet pipes; therefore, outlet pipes should be evaluated using the FHWA HDS-5 procedures.

Outlet structures shall be constructed such that they are physically opposite and the

longest distance from the inlet structure(s), whenever possible. The distance between outlet structures and inflow points should be maximized to lengthen flow paths and detention times and provide effective settling of pollutants and sediment.

Metal outlet pipes projecting from a basin side slope or embankment are not permitted. Appropriate headwalls, commercial end sections, mitered sloped concrete protection, etc. are required for all outlet structures that incorporate only a pipe/culvert as the primary outlet structure.

The minimum recommended outlet culvert size for detention facilities is 12 inches. Orifice plates are permitted provided the orifice plate is permanent, tamper-proof, and connects to a 12-inch minimum diameter outlet pipe. Outlet structures incorporating orifice plates shall include a trash rack to minimize clogging. FCDMC Hydraulics Manual Figure 9.5 illustrates a recommended method of orifice plate construction.

Outlet pipes less than 12 inches in diameter may require adequate sediment and debris collection measures to be incorporated into the basin design to minimize clogging. Outlet structures shall not be oversized to account for debris blockage or clogging. Sediment traps should also be incorporated into the design of all multi-use detention facilities. FCDMC Hydraulics Manual Figure 9.12 illustrates a sediment trap concept.

Outlet pipes which present a hazard to children (e.g., outlet pipe connects directly to a large storm drain system) should be equipped with a bar/grate configuration in accordance with the adopted International Building Code (IBC) safety requirements to prevent entrance of children into the outlet opening. <https://codes.iccsafe.org/content/IBC2021P2>

Local scour at culvert outlets as well as long term degradation downstream of the facility must be considered in the overall basin design. Erosion control measures such as energy dissipators, cut-off walls, riprap aprons or basins, and rock lined channels shall be provided to reduce outlet velocities and allow flows to return to pre-developed conditions, to as great an extent as possible, before exiting onto the downstream property.

Detention Embankments

It is recommended that detention facilities be constructed with the storage volume located entirely below the natural ground or finished grade adjacent to the facility. Use of detention embankments or berms is discouraged due to the potential for downstream flood hazard in the event of failure, however, the following criteria must be incorporated into the detention embankment design, at a minimum:

- Vegetated embankments shall be less than 20 feet in height and shall have side slopes no steeper than 3H:1V. Embankments protected with riprap or other approved erosion control measures shall be no steeper than 2H:1V.
- A geotechnical engineering study and slope stability analysis is required for embankments exceeding 10 feet in height or for embankment slopes exceeding

those given above. It is recommended that ADWR *Guidelines for the Design and Construction of Small, Low hazard Potential Embankment Dams* be utilized for design criteria.

- Top width of the embankment shall be a minimum of 1/2 the height of the embankment.
- Design of spillways shall also incorporate adequate erosion control and energy dissipating measures to ensure the stability of the embankment. The use of concrete spillways is preferred.
- Seepage through the embankment and piping, particularly along the outside of the primary outlet conduit and spillway wall, must also be considered in the design of the embankment. Soil used for detention embankments should have a relatively low permeability after placement and shall be compacted to a minimum of 95%.
- No detention facility can be designed to be a jurisdictional dam based on ADWR criteria without approval of the City Stormwater Section Director.

A minimum of 1 foot of freeboard above the spillway elevation is required for public detention facilities that incorporate an embankment. The spillway elevation should be set equal to or above the 100-year water surface elevation.

Emergency Overflow

All detention facilities shall incorporate provisions for emergency overflow for instances where the primary outlet structure fails or storm events greater than the design capacity occur. The overflow shall be designed to pass the post development 100-year inflow peak discharge at a minimum.

Design criteria shall incorporate the protection of the basin and the method of discharge. The overflow must be conveyed downstream in the same manner as it would have under pre-development, historic conditions.

The use of concrete spillways is preferred for embankments exceeding ten (10) feet in height or when embankment stability could be compromised during overflow.

Spillways for detention facilities that employ embankments must be designed to protect the embankment side slopes, particularly on the downstream side. It is recommended that the spillway be located to direct flow around the embankment on or through natural ground versus placing the spillway directly over the primary outlet structure. The safety of downstream persons, properties, and consequences of embankment failure should be considered and evaluated.

Safety

Detention facilities in general should be open, visible, and accessible so that persons can appreciate any hazard and guard themselves, and so that rescue efforts, if necessary, are

not impeded.

To reduce the potential dangers associated with detention facilities the following recommendations are made in the design and construction:

- Keep the basin and water depths shallow.
- Keep side slopes as flat (4H:1V or flatter) as possible to allow easier egress in the event of flooding.
- The ground surface side slopes around the facility should be made rough.
- Break up ponding water with islands, boulders, and mounds; put solid objects for holding onto in the ponding area such as large plants or rocks.
- Avoid sudden constrictions and high velocities at outlets. Broad open rectangular weirs are preferable to anything involving the mouths of pipes and/or creating a hazardous vortex at the outlet.
- Restricting public access and identifying potential hazards associated with detention basins. In multi-use basin areas, signage shall be utilized to notify the basin users of the potential for flooding.

If detention facilities must be designed with steeper side slopes or vertical walls, adequate routes out of the basin should be provided in addition to any necessary safety fencing.

Signage should be provided to inform the public of the basin purpose and potential safety hazard from stormwater. (e.g., DANGER - This basin is designed to collect stormwater runoff DO NOT ENTER during rainy or threatening weather).

Security Barriers

Detention basins designed in accordance with the Slope and Depth Criteria Section and in accordance with the previous section, in normal instances, should preclude the need for security barriers to prevent unauthorized access. Special situations may require the use of security barriers, even though the criteria has been met. Security barriers, with maintenance access gates, are recommended along the top of all basin side slopes steeper than 3H:1V and where water depths exceed 3 feet.

Security barriers may consist of masonry, wood, chain-link, or wrought-iron (pool-type) fencing and must be a minimum height of 60 inches. Fencing, if necessary, should not restrict the hydraulic capacity of inlet or outlet structures.

Appropriate hand railings shall be provided for all retaining walls or inlet/outlet structure headwalls and wingwalls over 30 inches in height. Detail sections of proposed barriers shall be shown on the grading and drainage plans or development plans, as appropriate.

Underground Storage

Design considerations shall include underground storage location and emergency flow conveyance to assure foundation stability and safe conveyance of flow in the event of blockage or failure of an underground storage system.

All stormwater collected in an underground storage system shall be completely drained within 36 hours. All underground storage systems should include an underdrain system to ensure stormwater can be completely drained.

Underground storage systems shall have inlets, outlets, and piping that are properly sized for the anticipated peak discharges. In no case shall inlet and outlet piping be less than 12 inches in diameter. It is recommended that inlet and outlet piping be at least 18 inches in diameter to facilitate maintenance and limit sedimentation.

When underground storage systems incorporate an open bottom arch pipe, inlets shall include erosion protection to limit scour. The surface of the erosion protection shall be level with design elevation of the system.

Underground storage systems shall include a non-woven geotextile filter fabric under the underlying rock layer. The filter fabric shall be overlapped a minimum of 2 feet and shall extend vertically along the sides of the system to limit the migration of fines into the system.

Ponding depths for inlets shall not exceed 8 inches.

Underground storage systems shall provide a minimum of 0.5 foot of freeboard. It is recommended that underground systems provide 1 foot of freeboard.

Where possible, underground storage systems shall drain naturally and should not rely on the use of stormwater pumps. Chamber or pipe sizes should be selected based on cover requirements and outfall constraints.

Underground systems shall provide an emergency overflow capable of passing the 100-year peak inflow to account for clogging of the primary outlet. Underground systems shall also provide means of inspection to monitor and schedule maintenance.

Where an underground storage system is proposed, failure or blockage of the system shall not pose a hazard to public safety or property.

Stormwater Pumps

The use of a stormwater pump(s) may be allowed if site constraints prevent a detention facility from having positive drainage. Site constraints may include existing topography, existing infrastructure, etc. Any use of stormwater pumps will require approval from the City Stormwater Section Director. The following criteria shall apply when designing stormwater facilities to include the use of pumps:

1. Under no circumstances shall pumps rely on manual operation. Pumps shall be provided

with automatic control switches with an option to override to manual control if needed.

2. If the use of a pump is proposed, the detention facility shall provide an emergency overflow spillway directed to a local watercourse if present, or the historical outfall location.
3. The use of pumps shall require one of the following criteria:
 - a. Additional storage volume to contain the entire volume of the 100-year post-development hydrograph from the drainage area contributing to the basin, or
 - b. A back-up pump with an emergency power source.

It is highly recommended that pumped stormwater facilities are designed with duplex pumps, where either pump can operate alone if one pump becomes temporarily offline.

4. Any service equipment (excluding components that require submersion) shall either be elevated 1 foot above the 100-year water surface elevation or shall be waterproofed.
5. Pumps shall be in an accessible location for routine maintenance and emergency service. Pumps shall not be placed into a wet well or dry well that is incapable of physical entry.
6. Pumps shall be sized accordingly to limit discharge to the pre-development flow rates, as required by the drainage policy set forth in this Manual.
7. The collection system shall be designed to limit the amount of sediment and debris that enters the pump sump.
8. The pump(s) shall be designed to pass a 2.5" sphere.
9. The pumps shall have a high-water alarm with a light that provides a visual alert. The pump housing shall include the name and phone number of the owner and/or operator for emergency contact.
10. Supporting documentation and engineering analysis shall be provided to prove the pumps have been properly sized.
11. If pumps discharge stormwater to a gutter in the street, special care shall be given to the roadway classification and maximum allowable spread.
12. Operation and Maintenance Manual shall be provided to the City for approval with the Design Plans that, at a minimum, shall include a narrative stating maintenance responsibility, describing the equipment installed, the typical operation, required maintenance activities, and needed inspection activities.

6.0 LOW IMPACT DEVELOPMENT

Volumetric increases to City stormwater conveyance systems due to increased impervious surface have resulted in the need to upsize stormwater infrastructure. While detention is effective in controlling peak discharges, the volumetric increase is not abated. Low Impact Development (LID) is an accepted standard in which stormwater is infiltrated and/or reused, resulting in the mitigation of these volumetric increases.

Low Impact Development addresses water quality concerns that can arise when impervious areas are added to previously undeveloped sites. Runoff from impervious areas often contains suspended solids and heavy metals along with other contaminants. Many of the Low Impact Development measures will remove some of these pollutants.

Water conservation is also a consideration when designing for the Low Impact Development requirements. Water can in many cases be reused or directed towards landscape areas in an effort to reduce water consumption. The use of LID aims to control volume increases and reduce the cost of upsizing downstream infrastructure as well as promote water quality and water conservation.

6.1 GENERAL INFORMATION

The City of Flagstaff has implemented Low Impact Development standards intended to target two main emerging concerns – water quality and volumetric reductions. Water quality concerns arise when impervious areas are added to previously undeveloped sites. Runoff from impervious areas often contains suspended solids and heavy metals along with other contaminants. This policy is intended to treat water before off-site discharge and utilize Best Management Practices. The City also intends to reduce water volume by promoting infiltration and thus reducing impacts to local infrastructure. This section outlines the City's Low Impact Development Standards.

6.2 LOW IMPACT DEVELOPMENT POLICIES

1. Stormwater LID is required for all new subdivisions, commercial and industrial developments, redevelopment of non-conforming sites (i.e., existing developed sites that do not have LID that have been razed and vacant for greater than six months), and other developments greater than 1/4 acre in size. LID shall be implemented according to Ordinance No. 2009-07.
 - a. Developments are required to retain/infiltrate one (1) inch of runoff from all additional impervious surfaces. The requirement to detain the 2-year storm is not required for sites that fully capture the runoff capture volume. Alternatively, water quality treatment devices can be sized for the 2-year 1-hour storm, but the 2-year detention requirement will not be waived.
2. LID requirements may be waived by the City Stormwater Section Director for the

following:

- a. Single-family residential structure or lot (i.e., not associated with a new subdivision).
 - b. Residential subdivisions with lot areas > 1 acre in area, if it can be shown that such a waiver will not result in any adverse downstream effects, nor create any disturbance to the existing drainage patterns both within and adjacent to the subdivision.
 - c. Developments less than 1/4 acre or increases in impervious area of < 5,000 square feet. It must be demonstrated to the satisfaction of the Stormwater Section Director that there will be no increase in the potential for damage to adjacent properties and adequate off-site or downstream drainage capacity is available.
3. For developments requiring LID, runoff from all new impervious surfaces shall be infiltrated or reused in accordance with the current applicable standard.
 4. The methodology for determining the required volume of stormwater to be infiltrated or reused is as follows:
 - a. Impervious Surface Area (square feet) X 1 inch = Runoff Capture Volume
 5. In order to provide specific guidance for the design of these LID facilities, the City has developed the City of Flagstaff Low Impact Development (LID) Guidance Manual (Jan 2009). The Manual is hereby adopted as part of these Requirements.
 6. The City has established a maximum ponding depth of (0.3) three-tenths of (1) one foot without an engineered infiltration system. Geotechnical investigations that test in situ infiltration may be approved to show higher ponding depths will infiltrate within 36 hours. In all cases, infiltration testing shall be done at the basin floor elevation and shall be performed during saturated conditions. Such approvals are at the discretion of the City Stormwater Section Director.
 7. Developments which are phased shall prepare a master stormwater LID plan for the entire development. The master stormwater LID plan must either be implemented with the first phase, if possible, or LID measures must stand alone for each phase. Interim temporary LID facilities may be required for phasing.
 8. The City shall not accept small-scale, local on-site LID systems for operation, maintenance, or liability.
 9. Maintenance of local on-site LID facilities shall be the responsibility of the property owner, developer or homeowner's association. The City shall reserve the right to periodically inspect any LID facilities to verify that regular maintenance activities are being performed. Final Plats; Covenants, Conditions, and Restrictions (CC&R's); and/or

Development Plans shall include a special note stating that (1) the owner(s) shall be solely responsible for the operation, maintenance, and liability for all LID facilities; and, (2) the City of Flagstaff may periodically inspect said LID facilities to verify that regular maintenance activities are being performed adequately.

10. The City of Flagstaff Parks and Recreation Division shall review and approve proposed stormwater LID facilities designed within designated public areas or parks. Review and approval from the Parks and Recreation Commission may also be required.
11. No part of a private LID facility shall be constructed in a public right-of-way or public utility easement.
12. If low impact development (LID) is proposed in the right-of-way, the design shall ensure the preservation of adjacent pavement section, or other associated infrastructure, as the result of infiltration and/or standing water associated with an IMP. An approval from the City Engineer and the Public Works Section Head is required.
13. A detailed operations and maintenance manual is required to be submitted with the construction plans that, at a minimum, shall include a narrative describing the purpose and function of the IMP, required maintenance activities, and needed inspection activities.
14. The runoff control volume (ROCV) requirement can be addressed by: (1) retaining the required minimum ROCV for a minimum of 24 hours, (2) treating the discharge from the 2-year storm, or (3) utilizing a combination of both approaches. The maintenance of LID facilities shall be the responsibility of the developer, HOA, or property owner(s).

6.3 RAINWATER HARVESTING REQUIREMENTS

Rainwater harvesting is the process of intercepting, conveying, and storing rainfall for future use. Interest in adapting this practice to urban areas is increasing as it provides the combined benefits of conserving potable water and reducing stormwater runoff. When harvested rainwater is used to irrigate landscaped areas, the water is either evapotranspired by vegetation or infiltrated into the soil, thereby helping to maintain the pre-development water conservation.

Active rainwater harvesting systems are mandatory, with a storage tank sized to capture a minimum 1" of rainfall from the roof, or to provide anticipated annual landscaping water demand, whichever is less, for new developments other than single-family residential (including those less than 1/4 acre), EXCEPT:

1. In cases in which the developer uses exclusively native/drought-tolerant plants in compliance with the Landscaping Standards and utilizes passive rainwater harvesting,

or

2. Where landscaping water demand can be met through other sources of non-potable water, or
3. In areas of food production, such as community gardens.

Passive rainwater harvesting is the practice of slowing down water and encouraging it to soak into the ground. By building simple structures, stormwater can be used beneficially, encouraging plant growth in landscapes and natural areas, healing erosion cuts, and can even replace the need to irrigate with potable water. The key is capturing rain and snow that falls on the property instead of letting it run off uselessly to contribute to erosion and/or flooding.

In a passive rainwater harvesting system, runoff is directed from the catchment area to the landscaped area, where water can be immediately used by the plants. Catchment areas include soil surfaces, roofs, roads, and sidewalks. Passive rainwater harvesting can be incorporated into sites through grading plans that allow water to reach landscaped areas.

6.4 LID REFERENCES

The City of Flagstaff has created a guidance manual to assist with site design to include the necessary components of low impact development. ROCV treatment and rainwater harvesting shall conform to the implementation guidelines outlined in the following reference material:

- City of Flagstaff *Low Impact Development – Guidance Manual for Site Design and Implementation* (2009, or latest edition)
- City of Flagstaff Ordinance 2012-03 – Amendments to the LID manual to include Chapter 6 *Rainwater Harvesting*
- City of Flagstaff *Residential Rainwater Harvesting – A Guide to Water-Wise Planning and Design* (2012, or latest edition)

7.0 EROSION HAZARD/BUILDING SETBACKS

In addition to the hazards associated with flooding, natural and unlined artificial channels can experience erosion of the channel banks over a long period of time or during a single storm event. This can present a particular danger to adjacent structures or other development as the channel banks erode or migrate.

The purpose of this section is to present erosion hazard and building setback policies to be applied to new development adjacent to natural watercourses or unlined engineered open channels in order to protect structures from potential damage. This requirement is in addition to other applicable setbacks in the City of Flagstaff City Code and the adopted International Building Codes.

POLICIES

1. All new buildings or structures constructed adjacent to a natural watercourse or an unprotected engineered channel located within City of Flagstaff shall be set back from the channel top of bank in order to protect the structure from erosion of the channel banks and to allow for maintenance access and buffer. Refer to ADWR SS 5-96 for guidance.
2. The setback shall be measured from the top edge of the highest channel bank with the minimum setback being ten (10) feet to allow for access and maintenance considerations. Refer to ADWR SS 5-96 Level 1 – 3 for guidance to determine the Erosion Hazard Setback – this governs if greater than 10' including adequate maintenance access.
3. A slope stability analysis of the channel may be required by the City Stormwater Section Director if conditions exist which indicate that the channel bank may be unstable.
4. Exceptions or reductions of the building setback requirements may be granted by the Stormwater Section Director if it can be demonstrated that adequate erosion and flow velocity protection can and will be constructed. All requests and plans for exception or reduction of setback requirements must be accompanied by a detailed soil-stability and/or sediment transport studies approved by the Stormwater Section Director. Requests for reduction of the minimum building hazard setbacks must take access and maintenance into consideration.
5. Building setbacks from natural channels or unlined engineered channels may still be applicable even if it is demonstrated that the channel is stable under Policies 3 and 4 above.
6. Natural vegetation is not an acceptable means of bank stabilization for the purpose of reducing building setbacks. Vegetation may be used along watercourses where flow velocities are less than five (5) feet per second during the 100-year discharge, provided that there is an acceptable seeding and maintenance program.

8.0 EROSION AND SEDIMENT CONTROL

Erosion and sedimentation are natural or geologic processes by which soil material is detached and transported from one location and deposited in another, primarily by rainfall and stormwater runoff. Urban development tends to accelerate erosion and sedimentation, resulting in safety hazards, costly maintenance problems, unsightly conditions, instability of slopes, and disruption of ecosystems.

For these reasons, the total design process of any project (public or private) must be done with due consideration given to minimizing erosion and sedimentation, particularly during construction activities. This section will present general guidelines and criteria for erosion and sediment control measures or Best Management Practices (BMP). Additional guidelines, policies, and criteria will be incorporated into subsequent revisions of this manual or as state or federal NPDES requirements mandate.

8.1 POLICIES

1. The effects of erosion shall be considered in the location and design stages of new development, since erosion can be controlled to a considerable degree by geometric design particularly relating to cross-section.
2. The level of effort by the engineer and use of erosion control measures shall be commensurate with the potential for erosion.
3. On-site erosion control measures shall be applied to reduce the gross erosion (e.g., gullies or rilling) and sediment transport from the site.
4. Sediment control shall be used whenever possible or necessary to prevent offsite damage or sediment deposition on public streets.
5. Special consideration shall be given to the maintenance of existing and proposed vegetative cover in areas of high erosion potential such as erodible soils, steep slopes, drainageways, and banks of streams.
6. Storm Water Pollution Prevention Plans (SWPPP) are required for any land disturbing activity greater than one acre. Small construction operations that disturb between one and five acres may be eligible for a low erosivity waiver (LEW) if it can be proved the activities present a low potential for soil erosion for the duration of the project in accordance with the EPA Stormwater Phase II (<https://lew.epa.gov/>). SWPPP's should be prepared by an engineer.

8.2 GENERAL GUIDELINES

The design of erosion and sediment control measures involves the application of common-sense planning, scheduling, and the control activities which will minimize the adverse impacts of soil erosion, transport, and deposition. The following basic guidelines should govern the development and implementation of sound erosion and sediment control

measures:

- The project should be planned to take advantage of topography, soil type(s), waterways, and natural vegetation on the site.
- The smallest practical area(s) should be exposed for the shortest possible time.
- Use of flat side slopes, rounded and blended with the natural terrain.
- Drainage channels designed with regard to width, depth, slopes, alignment and protective treatment.
- Use of facilities for groundwater interception.
- Use of berms, dikes, sediment traps and other protective devices.
- Use of protective ground covers, grassed swales, natural vegetation, and landscaping.
- A thorough maintenance and follow-up program should be implemented.

These basic guidelines should be tied together in the planning process that identifies potential erosion and sediment control problems before construction begins.

8.3 DESIGN CRITERIA

The following criteria represent the minimum requirements necessary for controlling erosion and sedimentation from construction activities. These criteria are intended to work in conjunction with individually developed plans and establish minimum standards of soil conservation practice which apply to all land disturbing activities.

8.4 STABILIZATION

The following criteria refers to stabilization of denuded areas and soil stockpiles:

1. Permanent or temporary soil stabilization should be applied to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Soil stabilization should also be applied within (15) days to denuded areas which may not be at final grade but will remain dormant for longer than sixty (60) days.
2. Applicable practices include but are not limited to temporary erosion control material, vegetative establishment, mulching, and the early application of a gravel base on areas to be paved.
3. Soil stockpiles should be stabilized or protected with sediment trapping measures to prevent soil loss.

8.5 CUT AND FILL SLOPES

Cut and fill slopes, including those for public roadways, shall be designed and constructed in a manner that will minimize erosion. Consideration shall be given to the length and steepness of the slope, the soil type, upslope drainage area, groundwater conditions, and other applicable factors. The following guidelines are provided to aid in developing

adequate design:

1. Roughened soils surfaces are preferred to smooth surfaces on slopes.
2. Diversions shall be constructed at the top of long steep cut slopes which have significant (greater than 40 feet in length upslope) drainage area above the slope in accordance with International Building Code, Appendix J. Diversions or terraces may be utilized to reduce slope lengths.
3. Concentrated stormwater shall not be allowed to flow down a cut or fill slope unless contained within an adequate temporary or permanent channel flume or slope drain structure.
4. Wherever a slope face crosses a water seepage plane that endangers the stability of the slope, adequate subsurface drainage facilities or other protection measures shall be provided.
5. Grading Property Line setbacks per International Building Code, Appendix J. Setback shall be $\text{Fill Height}/2$, minimum 2' and need not exceed 20' maximum.

8.6 STREAM CROSSINGS

All construction related to crossing streams or washes shall be in accordance with U.S. Army Corps of Engineers Section 404 Permitting requirements, ADEQ Section 401 Water Quality Certification requirements, and requirements of the City Stormwater Section Director.

Construction vehicles shall be kept out of watercourses to the extent possible or in areas not identified on the approved plans. Where in-channel work is permitted, precautions shall be taken to stabilize the work area during construction, prevent sedimentation, and allow stormwater runoff through the work area. The channel bed and banks shall always be re-stabilized immediately after in-channel work is completed.

Where an active (wet) watercourse must be crossed by construction vehicles regularly, a temporary stream crossing shall be provided in accordance with criteria established by the Corps of Engineers 404 permitting program or the City Stormwater Section Director.

8.7 VEGETATIVE COVER

Seed bed preparation shall be considered for all vegetative control measures on public roadway fill slopes. Soil characteristics such as depth of rock, pH, fertility, and moisture shall be evaluated during plant selection. Lime, fertilizer, and irrigation will often be required to establish vegetative cover.

Permanent seeding with perennial cover shall only be used for public roadway fill slopes not exceeding 2H:1V and six (6) feet in height, during acceptable growing seasons.

Sodding should be used in areas requiring additional protection from concentrated flow, such as grassed swales and waterways and storm drain inlets (if velocities are acceptable).

Sodding may also be appropriate when an immediate aesthetic effect is desired.

Mulching shall be used on public roadway slopes with all seeding operations to provide temporary protection during adverse weather conditions. Typical mulching material includes straw, hay, and wood chips.

8.8 STORMWATER POLLUTION PROTECTION PLANS

Stormwater Pollution Prevention Plans (SWPPP), BMP's, erosion, and sediment control design methods and facilities should be in accordance with the ADOT Erosion and Pollution Control Manual (2012, or latest version). The SWPPP can be a separate plan sheet or can be incorporated into the grading & drainage plans.

9.0 BURNED WATERSHEDS AND POST-WILDFIRE FLOODING

Wildfires in the Western United States have historically played a significant role in forest ecology. Before modern development, wildfires were a periodic natural process driving forest succession. Wildfires traditionally burned through forested areas with low intensity, removing low lying vegetation and initiating new plant growth in the following years. During the late 20th century, humans began to significantly alter forest ecosystems through fire suppression in an effort to protect property.

As a result of high levels of fire suppression, forests across the Western U.S. now contain unprecedented amounts of trees and other fuel loads. Combined with record level droughts and drier forests, wildfires now burn as high intensity crown fires. Even after wildfires have been successfully contained and suppressed, the lasting implications of the resulting burn scars have proven to be highly problematic for both existing and future development.

Infiltration capacities of the underlying soil matrix in burn scars are significantly reduced due to high intensity heat, loss of organic matter, and changes to water repellency. More importantly, as rainfall events occur over burn scars with little to no vegetation and newly altered soils, extreme flooding, debris/mud flows, and erosion follow. As seasonal monsoons begin to hit the Flagstaff area in mid to late summer, rainfall events over burn scars have been shown to create monumental floods that are highly threatening to property. This section is intended to provide information and design criteria for projects located either within or downstream of a burned watershed.

9.1 BURNED WATERSHED POLICIES

The City of Flagstaff has adopted new stormwater management policies in this section regarding projects located within or downstream of burned watersheds.

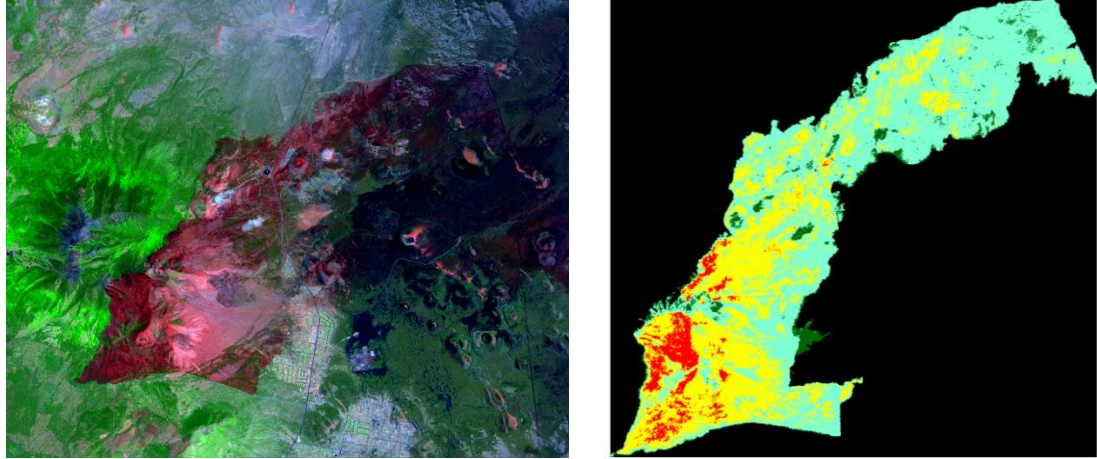
1. Due to the complexity of hydrologic and hydraulic modeling of burned watersheds, a two-dimensional (2D) flood routing model shall be performed for all burned watersheds within the City of Flagstaff.
 - a. 2D models are better equipped to determine overtopping and possible secondary flow paths. Post-wildfire flood limits are also much higher than historical values and should be mapped to determine properties and infrastructure that are at risk.
 - b. For burned watersheds that have already been studied, flow rates shall be determined from existing 2D model cross sections.
 - c. Lumped parameter modeling such as HEC-HMS may be utilized if applicable and a 2D model is beyond the scope of a particular analysis.
2. A flood depth map and velocity map shall be provided with all 2D flood models of

burned watersheds. See section 10 for mapping requirements of 2D models.

3. Post-wildfire hydrologic and hydraulic parameters shall be adjusted in conjunction with burn severity maps produced by the USFS BAER Team if available.
4. All culverts downstream of burn scars shall be assessed to determine if a bulking factor should be considered to account for sediment and debris loads.
5. New culverts that are downstream of burn scars shall be designed to include the bulking factor as determined in 4. and including a 50% clogging factor. This requirement shall be in place for a 10-year post-burn period, or until a stabilization project has been constructed or until the it is demonstrated that the watershed has sufficiently recovered.
6. New culverts within or downstream of burn scars shall not include trash racks due to the speed at which total clogging occurs. This requirement shall be in place for a 10-year post-burn period, or until a stabilization project has been constructed or until the it is demonstrated that the watershed has sufficiently recovered.
7. For projects located within or downstream of a burned watershed, post-wildfire no adverse impact criteria shall apply (see Section 9.7).

9.2 POST WILDFIRE ASSESSMENT

The U.S. Forest Service has implemented Burned Area Emergency Response (BAER) teams to identify and assess post-wildfire threats to human life, safety, property, and natural resources for burn areas that impact a national forest. The BAER Imagery Support program tracks wildfire progression with satellite imagery and generates Burned Area Reflectance Classification (BARC) maps used to predict soil burn severity by comparing the reflectance in certain wavelengths between pre- and post-wildfire aerial images. The BARC process includes both field verification and spatial data analysis aimed at creating GIS layers that are used to modify drainage models. The images below are the BARC products from the Pipeline Fire (26,532 acres) that burned in the Flagstaff area in June 2022. On the left is the aerial imagery that was taken by the BAER team, and on the right is the soil burn severity prediction.



Burn severity is a qualitative assessment of the heat pulse directed toward the ground during a fire. The assessment considers factors including but not limited to soil heating, fuel and duff consumption, and the extent/degree of burned vegetation. Areas that resulted in the burning of all or most of the soil organic matter have been known to form thicker hydrophobic layers that significantly reduce infiltration capacity. The burn severity maps include three classifications: *low severity* (light green), *moderate severity* (yellow), and *high severity* (red). Areas that remained unburned are shown in dark green.

- **Low severity** – surface organic layers are not completely consumed, and roots are generally unchanged due to minimal heat penetration of the soil. Exposed mineral soil layers may appear lightly charred, but the canopy and understory vegetation are generally unchanged. A visual indicator is black ash.
- **Moderate severity** – up to 80% of the pre-fire ground cover may be consumed. Roots may be scorched but are generally not completely consumed, and soil structure is generally unchanged. A visual indicator is gray ash.
- **High Severity** – All or nearly all of the pre-fire ground cover is generally consumed, along with roots up to 0.1 inches (0.25 cm) in diameter. Charring may be visible on larger roots. Significant bare or ash-covered soil is exposed. Soil structure is unstable due to loss of root mass. A visual indicator is white and orange ash.

Due to the on-going development of Post-Fire science, it is recommended that the designer of projects impacted by post-wildfire flows reference current published sources such as the BAER manual, BaRC products and other sources including information on re-burn areas as applicable.

9.3 POST WILDFIRE ASSESSMENT

Accounting for changes in runoff hydrology of post-wildfire conditions is typically a matter of determining the extent to which watersheds have been impacted by burn severity. When comparing hydrographs of pre-fire and post-fire watersheds, post-fire hydrographs have higher peak discharges, faster times to peak, and higher hydrograph volumes. Wildfires may alter any or all of the components that are used to compute hydrologic models (e.g., vegetative cover, surface depression storage, infiltration, etc.).

When adjusting parameters used to estimate infiltration capacities, several methods are available such as curve number (an empirical method) or Green and Ampt (a physical method). Existing methods for adjusting hydrologic parameters including infiltration to account for wildfire effects are heavily reliant upon the judgement of engineers and hydrologists who have experience in burned watersheds. Developing flood models is an iterative process that relies on observation of field data to calibrate hydrologic and hydraulic modeling parameters to produce accurate flood stages and velocities for any given rainfall event. Due to a lack of complete soils data in Northern Arizona from the USDA Web Soil Survey at the time of this Manual, the Green and Ampt loss method will require approval from the City Stormwater Section Director and the input parameters will be provided by the City of Flagstaff for consistency in the area.

Adjustment of Curve Number

The adjustment of curve number to account for post-wildfire conditions has increasingly been studied for the last decade or two. The Natural Resource Conservation Service (NRCS) – a department of the U.S. Department of Agriculture – has published curve numbers for burned watersheds for the Southwest Region (Region 3 – Arizona and New Mexico) under Hydrology Technical Note No. 4 *Hydrologic Analyses of Post-Wildfire Conditions* (August 2016). Table 9-1 and Table 9-2 summarize the curve numbers for various combinations of hydrologic soil group, burn severity, and hydrophobicity.

TABLE 9-1: POST-FIRE CURVE NUMBERS

POST-WILDFIRE CONDITION	CURVE NUMBER
High burn severity with hydrophobic soils	95
High burn severity without hydrophobic soils	90 - 91
Moderate burn severity with hydrophobic soils	90
Moderate burn severity without hydrophobic soils	85
Low burn severity	$CN_{pre-fire} + 5$
Straw mulch with good coverage	60
Seeding with log erosion barriers, 1-year post-fire	75
Log erosion barriers without hydrophobic soils	85

From Table 8 of USDA Hydrology Technical Note No. 4

TABLE 9-2: POST-FIRE CURVE NUMBERS BY HYDROLOGIC SOIL GROUP

HYDROLOGIC SOIL GROUP	CN _{PRE-FIRE}	CN _{POST-FIRE}		
		LOW BURN SEVERITY	MODERATE BURN SEVERITY	HIGH BURN SEVERITY
B	56	65	-	-
C	67	70 - 75	80	90
D	77	80 - 85	90	95

From Table 9 OF USDA Hydrology Technical Note No. 4

The values presented in Table 9-1 and Table 9-2 are intended to provide initial estimations for post-fire curve numbers. Due to the on-going development of Post-Fire science, it is recommended that the designer of projects impacted by post-wildfire flows reference current published sources for model parameters including information on re-burn areas as applicable. There is local monitoring that is on-going that should be consulted.

Curve number values should be iterated in conjunction with field observations to produce approximations of flood depths, velocities, and volumes within an acceptable error limit. The consultant shall submit all curve numbers to the City for approval with the appropriate back up studies and information.

Adjustment of Green and Ampt Infiltration Parameters

Two simplified methods of adjusting infiltration parameters for the Green and Ampt method are available: (1) the hydraulic conductivity may be reduced or (2) the percentage of impervious area may be increased. The hydraulic conductivity is a quantitative measure of a saturated soil's ability to transmit water when subjected to a hydraulic gradient. By reducing this parameter, the soil will transmit less water as losses and more surface runoff will occur. Alternatively, by increasing the percentage of *impervious* area for a given catchment, the remaining percentage of *pervious* area of the catchment will decrease and subsequently, a smaller fraction of the catchment will transmit infiltration losses.

Due to the on-going development of Post-Fire science, it is recommended that the designer of projects impacted by post-wildfire flows reference current published sources for model parameters including information on re-burn areas as applicable. There is local monitoring that is on-going that should be consulted. The consultant shall submit all parameters to the City for approval with the appropriate back up studies and information.

9.4 POST WILDFIRE SEDIMENTATION

Normal principles of open channel flow are based on liquid water that is relatively free from sediment and debris. Predicting the movement of sediment and debris laden water presents challenges due to the high variability in size, shape, and availability of any given soil mass. Sediment typically has relatively consistent unit weights; however, the particle

size distribution and soil cohesion can be highly variable, both of which influence the prediction of sediment transport. The energy of a stream current is directly proportional to the likelihood of transporting sediment as well as the distance a particle travels before being deposited back onto the channel bed.

Higher levels of sediment transport are very common following wildfires in mountainous regions. A lack of vegetation and roots to hold the soil in place largely contribute to the susceptibility of erosion. Additionally, the steepness of mountainous watersheds contributes both to the energy of any given stream as well as lowering the minimum energy required to move any given soil particle. Not only do streams from post-wildfire watersheds contain high sediment loads, they also contain high amounts of debris including logs and partially burned branches. Once a sediment laden water course reaches a flatter area where water can begin to spread out, the average stream velocity is reduced, and sediment deposition occurs. However, vegetation debris is more susceptible to being transported farther distances due to the effects of buoyancy.

9.5 SEDIMENT BULKING

Hydrographs that are obtained from traditional drainage models do not account for sediment bulking. Sediment bulking refers to the concept of raising hydrograph flow rates to account for larger volumes due to sediment loads. For any given hydrograph, the total bulked volumetric flow rate is equal to the sum of the volumetric flow rate of water and the volumetric flow rate of sediment. A simple method to account for sediment bulking is the application of a bulking factor to the flow rate of water. As discussed in USDA Hydrology Technical Note 4, debris flows are defined as flows which entrain at least 20% gravel and coarse-grained granular material; for hyper-concentrated debris flows, that percentage may be as high as 60%. Mud flows involve large amounts of suspended particles, particularly silt and clay. Both debris and mud flows have a higher density than normal streamflow which can contribute to higher dynamic loads.

Due to the on-going development of Post-Fire science, it is recommended that the designer of projects impacted by post-wildfire flows reference current published sources for model parameters for sediment and sediment bulking including information on re-burn areas as applicable. There is local monitoring that is on-going that should be consulted.

9.6 PREVIOUS WILDFIRES AND EXISTING BURN SCARS NEAR FLAGSTAFF

The first recorded wildfire to affect the Flagstaff area occurred in 1977 and was named the Radio Fire, which burned the south side of Mount Elden. Since 2010, wildfires have become increasingly more common, with several fires occurring in the summer of 2022. Table 9-3 summarizes previous recorded wildfires that have affected the Flagstaff area. The wildfires vary greatly in size and post-fire flooding impacts.

TABLE 9-3: PREVIOUS WILDFIRES IN THE FLAGSTAFF AREA

WILDFIRE NAME	SIZE (ACRES)	YEAR	GENERAL LOCATION	CAUSE
Radio Fire	4,594	1977	South Mount Elden	Campfire
Schultz Fire	15,051	2010	Schultz Peak	Campfire
Museum Fire	1,961	2019	Dry Lake Hills/North Mount Elden	Logging
Tunnel Fire	19,060	2022	Highway 89, Sunset Crater	Unknown
Haywire Fire	5,575	2022	Haywire Crater	Unknown
Pipeline Fire	26,532	2022	Southeast San Francisco Peaks, Schultz Peak, Highway 89, O'Leary Peak	Camper burning trash

9.7 POST WILDFIRE NO ADVERSE IMPACT CRITERIA

No Adverse Impact (NAI) is a drainage concept that has developed since the mid to late 20th century. Simply stated, no adverse impact means that the actions of any community or property owner should not adversely impact the property and rights of those downstream. Adverse impact can be determined and/or measured in a variety of different ways, but generally can be attributed to higher flood stages, increased velocities, increased flow rates, degradation of water quality, or creating non-historical outfall locations without permission or without properly attenuating impacts.

The NAI criteria for projects affected by post-fire flooding are different than traditional projects in unburned watersheds which do not allow any negative drainage impact. The intent of the NAI criteria is to provide a mechanism to allow for reasonable impacts through exceptions and higher allowances for proposed mitigations in areas with watersheds affected by fire. The following NAI criteria apply to projects that incorporate flood mitigation measures or other drainage related improvements.

No Adverse Impact – Flow Depth

The following criteria are applicable to the *flood inundation area* which is defined as any area where excess runoff flows or ponds to depths of 0.5 feet or higher for any given storm event.

1. No greater than 10% increase in maximum water surface elevation is permitted for the post-development, post-fire storm event compared to the pre-development, post-fire flow depth for all typical frequency storms at or above the 5-year storm event and up to the 100-yr storm event, unless flooding is fully contained within a

defined conveyance and is within a drainage easement or right-of-way.

Any increase in water surface elevation higher than the allowable limits set forth in this section will require proof of adequate downstream capacity and will require approval of the City Stormwater Section Director.

No Adverse Impact – Velocity

The following criteria are applicable to areas that have maximum flood velocities at or above 3 feet per second. Lower velocities are generally considered non-erosive.

1. Increases in maximum flood velocity shall not exceed 10% of the pre-development, post-fire velocity, for all frequency storms at or above the 5-year storm event and up to the 100-yr storm event.
 - a. Any improvements that exceed the greater of the two limits shall include adequate erosion protection to mitigate potential damage that might result from the increase.
 - b. Areas that have velocity increases higher than the allowable limits shall also be contained within an existing or proposed channel or other conveyance system and shall be contained within a drainage easement or right-of-way.

Any increase in velocity higher than the allowable limits set forth in this section will require proof of adequate erosion protection measures and will require approval of the City Stormwater Section Director.

10.0 TWO-DIMENSIONAL FLOOD MODELING

Per FCDMC Hydraulics Manual Chapter 12.2, two-dimensional flood models are best suited for applications where:

1. There are large areas of sheet flow that cause significant flow attenuation and transmission losses.
2. There are significant obstructions to flow, the local effects of which need to be simulated.
3. There are distributary flow areas that cannot be readily modeled as flow diversions using 1D hydraulic rating curves.
4. There are channels that can be modeled using 1D methods, but overbank flow is unconfined.
5. Unconfined flow hydrology and hydraulics are interdependent and cannot be modeled separately with an acceptable degree of accuracy.

10.1 MODELING PARAMETERS

Any two-dimensional flood model within the City of Flagstaff shall be developed using the following guidelines.

Elevation Data

Two-dimensional flood models shall utilize a 1-meter maximum or better resolution digital elevation model (DEM) produced from the most recently available aerial LiDAR survey. Break lines and key elevation points should be provided to create the DEM.

Grid Size

The design engineer shall consider the terrain, project objectives, area and conveyances when using engineering judgement in selecting the grid size for a 2D model. The designer shall provide a write up that describes the sizing, break lines and refinement regions for approval by the City Stormwater Section Director.

Rainfall

Point rainfall values shall be taken from NOAA Atlas 14 and should be spatially varied.

The need for areal reduction of point rainfall should be evaluated based on the size of the watershed and locations where design flow rates are needed. Engineering judgement must be applied when considering the use of an areal reduction factor. In many cases, no areal reduction may be the best solution, especially for small watersheds or areas with complex distributary flow.

Rainfall Losses

Rainfall losses shall be modeled using either the curve number method or Green and Ampt

method. A soil limiting infiltration depth must be specified when using the Green and Ampt method of losses.

The adjustment of hydraulic conductivity (XKSAT) should not be modified based on vegetative canopy cover.

Time Step

2D models should be developed using automated time step adjustments. A time step no greater than 0.1 hours is reasonable in many situations.

Model Verification/Calibration

Every 2D model should be verified and/or calibrated to the greatest extent possible. This may include the modeling of a historical rainfall event and comparing available stream gage data as well as field observations. If modeling results are significantly different than observed/recorded events, modeling parameters should be adjusted accordingly to match the field conditions to the greatest extent possible.

Cross Sections

Flow recording cross sections shall be defined at key locations such as street crossings, wash confluences, detention basins, or other areas that could be deemed appropriate. Cross sections shall be perpendicular to the flow direction.

Flow Obstructions

2D models should include pertinent flow obstructions such as levees, buildings and other permanent structures that impede flow. Walls that are non-flow through should be considered by the consultant and included if determined to impact flow depths and patterns. Fences need not be considered.

Hydraulic Structures

Hydraulic structures such as culverts, bridges, and storm drains should be included in the 2D model to a level consistent with the purpose of the model as approved by the City Stormwater Section Director. Structures such as culverts and catch basins should have individual hydraulic rating curves developed based on the existing or proposed configuration.

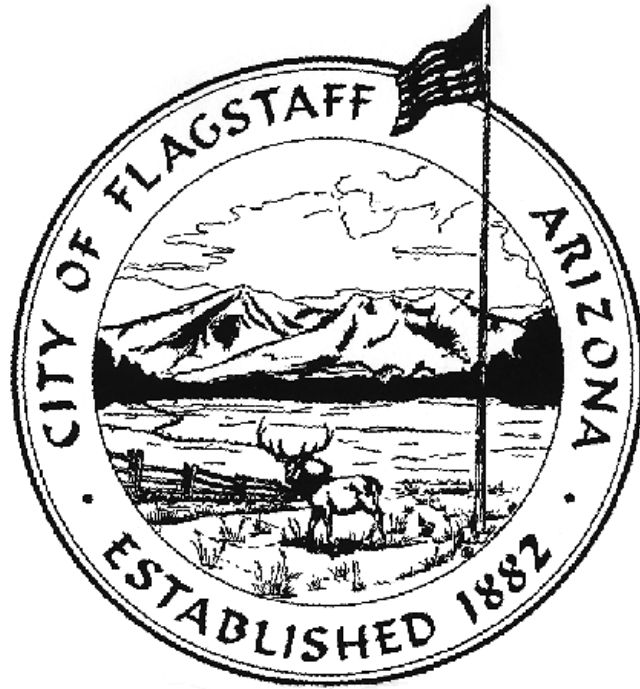
10.2 MAPPING REQUIREMENTS

Two dimensional models shall be required to provide both flood depth and flood velocity maps at a visible scale. Flood maps shall report maximum flow depths and maximum velocities per the following schedule.

Maximum Flow Depth	Maximum Velocity
<ul style="list-style-type: none">• < 0.20 ft (Do not plot)• 0.2 - 0.5 ft• 0.5 - 1.0 ft• 1.0 - 2.0 ft• 2.0 - 3.0 ft• 3.0 - 4.0 ft• 4.0 - 5.0 ft• > 5.0 ft	<ul style="list-style-type: none">• < 2.0 ft/sec (Do not plot)• 2.0 – 4.0 ft/sec• 4.0 - 6.0 ft/sec• 6.0 - 8.0 ft/sec• 8.0 - 10.0 ft/sec• > 10.0 ft/sec

Careful consideration shall be given to the grid color plots to ensure that results are easily able to be visually determined.

**CITY OF FLAGSTAFF
STORMWATER MANAGEMENT
DESIGN MANUAL**



**City of Flagstaff Engineering Division
Stormwater Management Section
211 West Aspen Avenue
Flagstaff, Arizona 86001**

March, 2009

FOREWARD

The information presented in this manual is to be used for the preparation of drainage reports, flood studies, engineered plans, and other stormwater related analyses required by the City of Flagstaff. Other appropriate procedures not presented in this manual may also be used, provided that approval for their use is first obtained from the Stormwater Manager.

The information contained in this manual is based on what is believed to be the best procedures and techniques available at the time this document was prepared. Every attempt was made to define the applicability and the limits of the policies, criteria, and procedures presented herein. It is however, the responsibility of the user of this manual to exercise proper engineering judgement in the application of the procedures presented herein for the analysis and design of stormwater and flood control improvements.

As further progress is made in applied hydrology and hydraulics, appropriate modifications will be made to this manual. The user should therefore contact the Stormwater Management Section, prior to the use of this manual, to obtain any modifications and errata sheets that may apply.

ACKNOWLEDGEMENTS

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March, 2009

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DEFINITIONS

For the purposes of use in this manual, the following terms are defined as indicated:

AGGREGATION - a progressive buildup or raising of a channel or stream bed due to sediment deposition.

ARTERIAL STREET - a Type I or Type II street as defined in the City of Flagstaff Engineering Design and Construction Standards & Specifications.

ATTENUATION - a reduction in downstream peak flood discharges induced by storage provided within stormwater detention facilities, channels, and overbank areas.

BASE FLOOD - means that flood event having a one (1) percent chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood event.

CARRYOVER FLOW - is that portion of gutter flow which bypasses an inlet on a continuous grade. Also referred to as "bypass flow".

CITY - shall mean the City of Flagstaff.

CHANNEL - a natural or man-made conveyance for water in which the water surface is exposed to the atmosphere and the gravity force component in the direction of motion is the driving force.

COMBINATION INLET - a pavement drainage structure typically comprised of a curb-opening and a grate inlet.

COLLECTOR STREET - a Type III street as defined in the City of Flagstaff Engineering Design and Construction Standards & Specifications.

CRITICAL DEPTH - is that depth of flow at which the specific energy of a given flow rate is at a minimum.

CROWN - synonymous with "soffit". Not to be confused with a street crown.

CURB - a concrete barrier found at the edge of the street pavement, usually six to eight inches in height.

CURB-OPENING INLET - a pavement drainage inlet consisting of an opening in the vertical curb of a roadway section.

CULVERT - a relatively short, closed conduit typically designed hydraulically to take advantage of submergence to increase hydraulic capacity used for the purpose of conveying surface runoff under an embankment or roadway fill section.

DEGRADATION - a progressive lowering of a channel bed due to scour.

DESIGN CRITERIA - are the standards by which a policy is carried out or placed into effect.

DETENTION FACILITY - a permanent flood control system or stormwater management facility whose primary purpose is to temporarily store stormwater and release the stored stormwater runoff at controlled rates. Also used as a means of attenuating the effects of increased runoff caused by development by temporarily storing runoff and metering the discharge at pre-development rates, thereby lengthening the duration of flow.

DEVELOPMENT - means any land change, including but not limited to subdivisions, buildings, other structures, mining, dredging, clearing, grubbing, stripping, grading, paving, excavation, drilling, transporting and filling of land.

DROP INLET - a drainage inlet with a horizontal or nearly horizontal opening.

DROP STRUCTURE - a hydraulic structure used in an open channel or conduit for grade control or energy dissipation purposes.

EMBANKMENT - a man-made earth fill structure constructed for the purpose of roadway elevation, detention and/or impoundment of water.

ENERGY DISSIPATOR - any device designed to protect downstream areas from erosion by reducing the velocity of flow to acceptable limits.

ENGINEER - a registered professional engineer in the State of Arizona who demonstrates proficiency in the specific area of design.

EROSION - the process of removal and transport of soil particles or land surface by the action of wind, water, ice, gravity or any combination thereof.

EROSION AND SEDIMENT CONTROL - the control of solid material, both mineral and organic, during a land disturbing activity or development to prevent its transport out of the disturbed area or development.

FEMA - an abbreviation for the Federal Emergency Management Agency.

FILTER BLANKET (LAYER) - a layer of graded, intermediate size gravel placed between fine-grained (natural) material and riprap to prevent the erosion of the finer material. Also referred to as a "granular filter".

FILTER FABRIC - a layer of synthetic material that serves the same purpose as a filter blanket.

FLARED WINGWALLS - the part of a culvert headwall which serves as a retaining wall for the roadway embankment or channel banks. The walls form an angle to the centerline of the culvert.

FLOODPLAIN - is those areas adjoining the channel of a watercourse including areas where drainage is or may be restricted by man-made structures which have been or may be covered partially or wholly by floodwater from the one hundred year flood.

FLOODWAY - is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FLOODWAY FRINGE - is that portion of the Special Flood Hazard Area (100-year floodplain) located outside of the Regulatory Floodway.

FLUME - an open or closed channel used to convey water, typically down an embankment.

FREEBOARD - is the additional vertical distance between the calculated maximum level water surface in a culvert, reservoir, tank, detention basin, channel, canal, or wash and the top of the confining structure.

FROUDE NUMBER - a dimensionless number that represents the ratio of inertial forces to gravitational forces. High Froude numbers are indicative of high velocity and high potential for scour.

GRADE CONTROL STRUCTURE - a hydraulic structure constructed across an open channel or stream from bank to bank to control bed slope and prevent channel degradation and headcutting.

GRADING AND DRAINAGE PLAN - the set of drawings and other documents that comprise all the information and specifications for the drainage system, structures, concepts and techniques that will be used to control stormwater runoff, erosion, and sediment transport.

GRATE INLET - a drainage structure consisting of an opening in the gutter, covered by one or more metal grates, set flush with the pavement or gutter or located at the roadside in a low point, swale or channel.

GUTTER - that portion of the roadway section adjacent to the curb which is utilized to convey stormwater runoff. It may include a portion or all of a traveled lane, shoulder or parking lane, and a limited width adjacent to the curb may be of different materials and have a different cross slope.

HEADCUTTING - is an abrupt vertical drop in an earthen channel bottom or embankment caused by erosive flows. This type of erosion typically moves upstream due to changes in discharge and sediment load characteristics.

HEADWALL - the structural appurtenance usually applied to the end of a culvert to control an adjacent roadway embankment and protect the culvert end.

HEADWATER - is that depth of water impounded upstream of a culvert due to the influence of

the culvert constriction, friction, and configuration.

HYDRAULIC GRADE LINE (HGL) - a line which represents the static head plus the pressure head of flowing water and is equal to the total energy grade line minus the velocity head at any point along a storm drain. Typically referred to as the locus of elevations to which the water would rise in successive piezometer tubes if the tubes were installed along a pipe run.

HYDRAULIC JUMP - an abrupt rise in the water surface caused by abrupt transitions from supercritical flow regime to a subcritical flow regime in the flow direction.

IMPERVIOUS - the condition of being impenetrable to water.

IMPROVED INLET - a flared, depressed or tapered inlet that has entrance geometry that decreases the flow constriction at the inlet and thus increases the capacity of a culvert entrance.

INVERT - the floor, inside bottom or the lowest portion of a conduit or channel.

LAND DISTURBING ACTIVITY - any use of the land that results in a change in the natural cover or topography that may cause erosion and contribute to sediment and alter the quality and/or quantity of storm water runoff emanating from that land.

LOCAL SCOUR - erosion which occurs as the result of high velocity flow at a culvert, storm drain outlet, pier, or abutment which extends only a limited distance downstream.

LOW CHORD - the elevation of the lowest portion of a bridge deck structure used to determine the open area below the bridge available for freeboard and flow conveyance.

MANNING'S "n" - a coefficient of roughness, typically used in a formula for estimating the capacity of an open channel or conduit to convey water.

MILD SLOPE - a slope where the critical depth is less than the normal depth.

MULTI-PURPOSE FACILITY - a detention facility which provides other benefits in addition to flood control, such as recreation, parking, visual buffers, and stormwater water treatment.

NORMAL FLOW - is open channel flow which occurs when the discharge, velocity, depth, slope, and channel cross-section are uniform throughout the reach. The water surface profile and channel bottom are parallel.

NPDES - acronym for the National Pollutant Discharge Elimination System program and permitting process administered by the Environmental Protection Agency for the purpose of improving the quality of the nation's waters by mitigating non-point source pollution in urban stormwater runoff.

OBSTRUCTION - is any physical alteration in, along, across or projecting into any channel, watercourse, or floodway which may impede or divert floodwaters, or may itself be carried

downstream to cause damage to life or property. Examples include but are not limited to: any dam, wall, embankment, bridge, conduit, culvert, building, structure, levee, dike, abutment, projection, excavation, fill, stockpile, fence, wire, rock, gravel, refuse, vehicle, equipment, or vegetation.

POLICY - is a set of goals that establish a definite course or method of action and that are established to guide and determine present and future decisions. Policy is implemented through design criteria established as standards for making decisions.

PRESSURE FLOW - the flow of water within a closed conduit without a free surface open to atmospheric pressure.

RESERVOIR ROUTING - flood routing of inflow and outflow hydrographs through a reservoir or detention basin.

RETENTION BASIN - is a stormwater storage facility which is drained by subsurface infiltration instead of a positive outlet.

RIPRAP - rock or stones placed in a loose assemblage along the banks/bed of a channel or outlet of a conduit to inhibit erosion and scour.

RIVERINE - means relating to, formed by, or resembling a river (including tributaries), stream, wash, or brook.

SAG - synonymous with "sump".

SEDIMENT TRAP - an area within a stormwater detention facility or construction site which is designed to trap incoming sediments for the purpose of facilitating maintenance.

SEDIMENTATION - the process involving the deposition of soil particles which have been carried by flood waters or stormwater runoff.

SEEPAGE - the movement of water through pores and voids of pervious material such as soil, gravel, filter fabric, etc.

SETBACK - the minimum horizontal distance between a structure and a channel, stream, wash, riverine, natural watercourse, or detention basin as measured from the top edge of the highest bank.

SHALL - means a required element.

SHEET FLOW - shallow, diffuse runoff typically characterized by an approximately equal depth of runoff across a broad width of flow without concentrating in gullies and streams (often referred to as overland flow).

SHOULD - means a recommended element.

SLOTTED DRAIN INLET - a pavement drainage inlet composed of a continuous slot built into the soffit of a pipe which serves to intercept, collect and transport the flow.

SOFFIT – is the inside top of a culvert or storm drain conduit. Also referred to as the "crown".

SOIL STABILIZATION - the installation of vegetative, synthetic, or structural measures to protect soil from erosive forces of raindrop impact and flowing water.

SPREAD - the width of flow measured laterally from the roadway face of curb.

STEADY FLOW - flow characteristic in which the discharge passing a given cross section remains constant in time.

STEEP SLOPE - a slope where the critical depth is greater than the normal depth.

STORM DRAIN - a combination of underground conduits (laterals, trunks, pipes) and surface inlet structures utilized for the purpose of removing stormwater runoff from the ground surface or street pavement and conveying it to a downstream discharge point.

STORM DURATION - the period or length of a storm event.

STORMWATER MANAGEMENT - the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner to minimize channel erosion, flood damage, and/or degradation of water quality and in a manner to enhance and ensure public health, safety, and general welfare, which shall include a system of vegetative or structural measures, or both, that control the increased volume and rate of runoff caused by manmade changes to the land.

STORMWATER MANAGER - is the duly designated head of the City of Flagstaff Stormwater Management Section, or his/her duly authorized representative or agent.

STORMWATER RUNOFF - is the direct response of a watershed or drainage area to precipitation from a storm event and/or snow melt and includes surface and subsurface runoff or drainage that enters a watercourse, street, storm drain or other concentrated flow during and following precipitation.

SUBCRITICAL FLOW - flow regime which occurs when the Froude number is less than one (1), flow depths are greater than critical depth, small water surface disturbances travel both up and downstream, and the control of the flow depth is always located downstream.

SUMP - a low point typically found within a street profile where stormwater runoff collects. Also referred to as a "sag".

SUPERCritical FLOW - flow regime which occurs when the Froude number is greater than one (1), depths are less than critical depth, small water surface disturbances are always swept downstream, and the location of the flow control is always upstream.

TAILWATER - the water surface elevation or depth of flow in a channel, watercourse, or other receiving water body directly downstream of a culvert or storm drain outlet.

TIME OF CONCENTRATION (T_C) - is the time required for stormwater runoff to flow from the hydraulically most remote point of a watershed or drainage area to the point of interest or watershed outlet. The most remote point is the point from which the time of runoff is the greatest. Thus, the T_C is the maximum time for water to travel through the watershed, which is not always the maximum distance from the outlet to any point in the watershed.

UNIFORM FLOW - flow characteristic in which the flow rate and depth remain constant along the length of the channel reach.

WASH - is a natural watercourse which is essentially undisturbed by development.

WATERCOURSE - is a naturally occurring river, riverine, stream, creek, wash, lake or other body of water or channel consisting of banks and bed through which continuous or periodic flows occur. This may include any depression serving as a conveyor of stormwater.

WATERSHED - the catchment area for rainfall which is delineated as the drainage area producing stormwater runoff to a given point. It is assumed that the base flow in a stream also originates from the same area.

WEIR - is a depression or notch in the side or top of an outlet structure or a depression of specific shape in the embankment of a stormwater detention facility. Weirs are classified in accordance with the specific shape of the notch such as rectangular, V-notch, trapezoidal, parabolic, or proportional.

CHAPTER 1: INTRODUCTION

1.1. PURPOSE

This manual has been developed to assist in the design and evaluation of stormwater management facilities within the Corporate Limits of the City of Flagstaff, Arizona. Stormwater management policies, design criteria, and recommended design procedures are presented herein for conducting hydrologic and hydraulic studies, design, and evaluations. Although the intent of this manual is to establish uniform design practices, it neither replaces the need for engineering judgement nor precludes the use of information not presented. Other accepted engineering procedures may be used to conduct hydrologic and hydraulic studies if prior approval from the Stormwater Manager is obtained.

The overall goals for the development of this manual are to: (1) ensure compliance with applicable floodplain and stormwater management regulations, policies, and design criteria; (2) minimize public expenditures for drainage projects; (3) minimize the review time of drainage report and plan submittals; and (4) provide consistent policies and criteria that will result in uniform practices and drainage infrastructure within the City of Flagstaff.

1.2. APPLICABILITY

The policies, design criteria, and procedures presented in this manual are applicable to the design and analysis of drainage facilities of both public improvement and private development projects within the City of Flagstaff. However, the applicability of many of the items contained herein may have limited ranges.

The hydrologic design criteria presented in this manual is based on accepted engineering procedures and criteria. Due to the lack of gauged runoff data for the City of Flagstaff, these methods do not have any point of reference to any historic events and in no way ensure that design flows are reasonable, correct, or calibrated.

1.3. USE OF THIS MANUAL

The policies, design criteria, and procedures presented in this manual are to be utilized in the preparation of drainage reports, flood studies, grading and drainage plans, and public improvement plans required by the City of Flagstaff.

The use of this manual is intended to act as guidance to the policies and design criteria specific to the City of Flagstaff. There is no intent to inhibit sound innovative engineering design or use of new techniques, procedures, or data.

It is the responsibility of the design engineer to utilize proper engineering judgement when applying any procedure or criteria contained in this manual to a specific site or condition.

This manual is dynamic in nature and shall be periodically reviewed and updated to keep it up-to-date with new legal and technical developments in the field of stormwater management. It is the intent of the City of Flagstaff to periodically issue revisions to this manual which incorporate new data, methods, criteria and such other information as may be deemed appropriate.

Use of this manual does not supersede the need for acquiring various permits or authorizations required by the Federal Emergency Management Agency, Environmental Protection Agency, U.S. Army Corps of Engineers, State of Arizona, Coconino County, or the City of Flagstaff.

CHAPTER 2: DRAINAGE REPORTS AND PLANS

The purpose of this chapter is to present criteria for submittals of drainage reports, floodplain studies, grading and drainage plans, and public drainage improvement plans to the City of Flagstaff for review and approval.

Drainage reports and engineered grading and drainage plans are required to: (1) analyze the impact that the proposed development will have on stormwater discharges; (2) provide adequate data to ensure that the development is designed to be protected from flooding and conforms to applicable floodplain and stormwater management regulations; and (3) provide data for the design of public and private drainage facilities.

Drainage reports shall be of sufficient detail to demonstrate that the development or project will not create drainage or flooding problems and that any on-site drainage facilities are properly sized to detain and/or convey the design storm flows.

2.1. DRAINAGE REPORT REQUIREMENTS

Drainage reports will be required for the following land development activities:

1. Residential, commercial, and industrial subdivisions.
2. Application for rezoning.
3. Any multi-family residential, commercial, or industrial development; parking lot; or park.
4. Public improvements involving new streets, culverts, storm drains, open channels, and private/public detention facilities or other drainage infrastructure.
5. Application for Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) to the Federal Emergency Management Agency (FEMA).

A drainage report may also be required for application for a building permit, floodplain use permit, or grading permit if site conditions warrant or if drainage dictates the development of the site.

Drainage reports submitted to the City for review and approval shall be prepared and sealed by an Arizona Registered Professional Civil Engineer.

2.1.1. Rezoning Applications

Drainage reports and plans for rezoning applications need to address the manner in which stormwater is to be managed in conjunction with development of the project. Off-site drainage and flood prone areas should be identified and required drainage improvements shown in general on the development plan. The information needs to be adequate enough to demonstrate that the site can be developed in compliance with City of Flagstaff (COF) Floodplain Management Regulations and stormwater management requirements. Detailed hydrologic and hydraulic analyses will not be

required for most rezoning applications, unless the Stormwater Manager determines that the site drainage is a limiting factor in the successful development of the subject site.

2.1.2. Subdivision Applications

A preliminary drainage report is required for all Preliminary Plat submittals. This report should contain the following information at a minimum: (1) a description of how the proposed development will comply with COF stormwater management, floodplain management, and detention requirements; (2) a description of any existing drainage conveyances or problems such as natural watercourses, floodplains, and drainage from adjacent lands; (3) preliminary drainage conveyances, detention facility, sizing, and location(s); and (4) the effects of proposed detention location(s) on any resource protected areas, as defined in the COF Land Development Code. Detailed hydrologic and hydraulic analyses are typically not required at this stage, however, the information provided must be adequate to demonstrate compliance with applicable regulations.

2.1.3. Drainage Report Content and Format

Drainage reports shall contain the following information, at a minimum, and shall be presented in the format outlined below:

1. Cover Sheet
 - Title of report.
 - Date of report completion/submittal and any revisions.
 - Project name, address, and COF File number.
 - Name, address, and phone number of client.
 - Name, address, and phone number of engineering firm responsible for report.
 - Seal/signature of the Arizona Registered Professional Civil Engineer responsible for preparing the report.

2. Table of Contents
 - All report pages shall be numbered sequentially including any appendices.
 - List of all tables and illustrations.
 - Table of contents sealed by responsible engineer.

3. Introduction
 - Location map showing the project in relation to adjacent properties, streets, and nearby watercourses.
 - Legal description of subject property (can be placed in Appendix if too lengthy).
 - Description of the existing and proposed land use/project, drainage patterns, natural watercourses, drainage problems, and floodplain status within the development.
 - Summary of any previous hydrologic/hydraulic studies or other information which pertain to the development.
 - Description of potential impacts both upstream and downstream.
 - Effect of proposed construction on major drainage conveyances.

4. Objectives and Procedures Section

- Brief summary of the purpose of the report in relation to the project (e.g., rezoning, Preliminary plat, subdivision, commercial development, etc.)
- Description of the methodologies, assumptions, and procedures used in preparing the report.
- Description of all applicable development standards, policies, detention requirements, and floodplain regulations to which the proposed development must adhere.

5. Hydrology Section

- Drainage maps (drawn to scale) for pre and post-development conditions which clearly depict contributing watersheds, sub-basins, concentration points, flow patterns, measured flow lengths, elevations, and contours.
- Hydrologic data sheets, for both pre and post-development conditions, for each concentration point including time of concentration calculations, rainfall intensities, runoff coefficients or curve numbers, and peak discharges.
- Pre and post-development hydrology.
- Summary table listing all concentration points, corresponding drainage areas, calculated peak discharges for pre and post-development conditions, and differences in discharges.

6. Hydraulics Section

- Open channel design and capacity computations in accordance with the policies and criteria outlined in Chapter 4.
- Design computations for all culverts in accordance with the policies and criteria outlined in Chapter 5.
- Design computations for all storm drains, inlets, and street sections in accordance with policies and criteria outlined in Chapter 7. Storm drain design shall include a labeled schematic of storm drain network, design discharges, pipe capacities, profiles, outlet velocity, and hydraulic grade line.
- All supporting data, printouts, tables, nomograph, etc., which are referenced in report.

7. Detention Design Section

- Site plan (to scale) which clearly shows dimensions and locations of all proposed development and detention system(s) including but not limited to the following:
 - a. Location, size, and type(s) of inflow and outflow structures.
 - b. Location and size of access and maintenance access ramps and roadways, if applicable.
 - c. Boundaries of Common Areas or private drainage easements, if applicable.
 - d. Maximum water surface elevations, limits of ponding, and typical facility cross-section(s).
 - e. Flow arrows, drainage divides, contours, and finished grades.
 - f. Roof drainage direction(s) and finish floor elevations of all buildings.
- Description of how the overall detention design will comply with grading criteria, resource preservation, and landscaping requirements.

- Description of maintenance schedule and responsibility.
 - Detention volume estimate computation(s).
 - Detailed reservoir-routing calculation sheets for all required design storms.
 - Plotted inflow and outflow hydrographs (preferably superimposed).
 - If retaining walls are utilized, include free-body diagrams showing all forces, moments and computations required for determining factors of safety against sliding and overturning.
8. Summary and Conclusions
- A brief summary of the analyses and conclusions presented in the report.
 - A brief description of how the proposed development and/or public improvements will adhere to applicable stormwater detention and/or floodplain regulations and mitigate any impacts created by the development.
9. References
- Provide a listing of pertinent sources of analysis and design procedures used.
10. Appendices
- Appendices may be used for hydrologic, hydraulic, reservoir-routing calculations, etc., and other material not suited for inclusion in the main body of the report.

2.2. FLOODPLAIN STUDIES AND MAP REVISIONS

Detailed floodplain studies (i.e., Technical Data Notebooks) are required for the following applications to the FEMA:

- Conditional Letter of Map Revision (CLOMR),
- Letter of Map Revision (LOMR), and
- Physical Map Revision (PMR).

Floodplain studies may also be required by the Stormwater Manager for a Conditional Letter of Map Amendment (CLOMA) or Conditional Letter of Map Revision Based on Fill (CLOMR-F). Applications for Letters of Map Amendment (LOMA) and Letters of Map Revision based on Fill (LOMR-F) will typically not require a floodplain study, however, the FEMA application must be reviewed by the Stormwater Manager prior to submittal to FEMA. Flood studies may also be required by the Stormwater Manager for other development(s) that may adversely affect floodplain depths.

Floodplain studies submitted to the City for review and approval shall be prepared and sealed by an Arizona Registered Professional Engineer.

The City of Flagstaff will review all floodplain studies for technical compliance and completeness. Arizona Department of Water Resources (ADWR) review and approval may be required for all floodway revisions and new hydrologic studies. All local and federal review fees associated with

map revision requests are the responsibility of the applicant.

Specific guidelines for Flood Insurance Studies can be found in FEMA 37, Guidelines and Specification for Study Contractors, January, 1995 or latest version and Addendum to Guidelines and Specifications for Study Contractors, April, 1993 or latest version.

Floodplain study formats shall be in accordance with ADWR State Standard 1-97, "Requirement for Flood Study Technical Documentation" and applicable FEMA applications forms.

Hydrologic modeling performed in flood studies shall utilize U.S. Army Corps of Engineers, *HEC-1 Flood Hydrograph Package* program or other hydrologic models approved by FEMA.

Hydraulic modeling performed in flood studies shall utilize U.S. Army Corps of Engineers, *HEC-2 Water Surface Profiles* program. The *HEC-RAS River Analysis System* program is acceptable if the entire wash is modeled in *HEC-RAS* or the reach being modeled is hydraulically independent. The engineer is encouraged to contact FEMA for a list of accepted models.

2.2.1. General Guidelines

Hydraulic models required for map revision requests to FEMA are typically:

1. Duplicate Effective Model (natural and floodway models) -
 - using the same computer program (e.g., HEC-2), run the model on your computer and check the result with the output to make sure the model was duplicated
 - assures the baseline is correct and the revised model will tie back into the effective model upstream of the revised reach.

2. Corrected Effective Model -
 - using a newer version of the same program
 - more detailed cross sections that reflect conditions that existed when the original model was developed
 - fix technical errors
 - an improved computer model or improved bridge routine
 - add bridges, culverts, or other structures that existed but were not modeled
 - becomes the new base model to measure impacts of development/construction that occurred since the original model was developed

3. Existing Conditions Model -
 - update the corrected effective model to include existing conditions
 - natural changes in the floodplain
 - reflects fill in the floodway fringe since original model was developed
 - other channel improvements
 - other bridges and culverts
 - used as baseline model to measure the effects solely attributed to the "project" as reflected by the post-project model

4. Post-Project Model -
 - reflects the project (built or proposed) and determines the impacts of the project

Floodway analysis must include a Method 4 and/or 5 optimization and Method 1 floodway delineation runs.

River stationing shall correspond to river miles above the confluence with the applicable downstream watercourse as identified in the effective Flood Insurance Study.

When no discernable breaks in the geometry (e.g., change in bank slope) exists for determination of channel and overbank areas, channel and overbank limits should be determined based on similar "n" values.

Cross-sections should be located at places that fully describe the geometry of the reach and shall be oriented to be perpendicular to the flow lines and/or contours.

If the overall cross-section is skewed more than 18 degrees from the perpendicular of the flow line, either the cross-section needs to be resurveyed or reduced by an appropriate multiplier.

Cross-sections are not permitted to cross each other.

Obstructions or buildings within cross-sections should be physically modeled when possible or ineffective flow options utilized. Adjustment of the overbank "n" values may also be necessary.

Reach lengths should be determined based on the horizontal distance between the centers of mass of the overbank cross-sectional areas.

2.3. GRADING AND DRAINAGE PLANS

Grading and Drainage plans, prepared and sealed by an Arizona Registered Civil Engineer, are required for the following land development activities:

1. Residential, commercial, and industrial subdivisions.
2. Any multi-family residential, commercial, or industrial development; parking lot; or park.
3. Public improvements involving new streets and/or drainage facilities.
4. Application for CLOMR or LOMR.
5. Application for grading permit.

Grading and drainage plans may also be required by the Stormwater Manager or Building and Safety Director for building permit or floodplain use permit applications if site conditions warrant.

The engineer shall submit one reproducible (mylar) copy of the approved grading and drainage plan(s) as permanent public record.

2.3.1. Grading and Drainage Plan Requirements

Grading and Drainage Plans shall include the following information at a minimum:

- Vicinity map including north arrow, scale, boundary lines of site, and other information necessary to locate the development site.
- Name of subdivision or project and COF Project Number.
- Date(s) of preparation and revisions.
- Seal/signature of responsible engineer.
- Property lines, lot lines, right-of-way lines of streets, easements, and other rights-of-way, with accurate bearings and distances.
- Existing and proposed contours at 2' intervals. Spot elevations or 1' contour intervals where 2' contours do not show on the property or where needed to depict the grading.
- Floodplain and floodway locations, if applicable.
- Existing and proposed buildings or structures on the property and within 15 feet of the property limits, roof drainage directions, paved and landscaped areas, and dimensions of same.
- Finished floor and grade at foundation elevations of all structures.
- Location, dimensions, elevations, contours, characteristics, cross sections, profiles, and details for all existing and proposed drainage facilities, retaining walls, cribings, and other protective devices.
- Construction notes, specifications, and design details.
- Cross-sections of all open channels and detention basins, including design water surface elevation(s).
- Detention basins which show capacity, discharge(s), spillways, and the 100-year water surface elevation (WSE). Shading of the area inundated by the 100-year WSE is recommended.
- Recommendations included in the soils engineering or engineering geology report incorporated in the plans and/or specifications, if applicable.
- Dates and reference number of the soils report(s) together with the names, addresses and phone numbers of the firm(s) or individual(s) who prepared the report(s).
- Cut slopes no steeper than 2 horizontal (H):1 vertical (V) unless soils report states that the cut slope will be stable and will not create a hazard to public or private property.
- Fill slopes not constructed on natural slopes steeper than 2H:1V unless soils report recommends otherwise. Fill slopes shall not exceed 2H:1V.
- Top of cut slopes no nearer to the site boundary line than one fifth the vertical height of cut with a minimum of 2 feet and a maximum of 10 feet.
- Toe of fill slope(s) no nearer to the site boundary line than one half the height of the slope with a minimum of 2 feet and a maximum of 20 feet.
- Erosion control measures for all cut and fill slopes. (Note: referencing the landscape plan does not meet this requirement).
- Detention facility design details and cross-sections.
- Cut and fill quantities.
- Limits of grading or disturbance.

- Established benchmark of known elevation to which every other elevation is referenced.
- Horizontal control.
- Landscape Designer review block with signature.
- The engineer must review and sign the landscape plan for potential conflicts with grading and drainage plan.
- The following statement is required on all grading & drainage plans:

"Adequate drainage, erosion and sediment control measures, best management practices, and/or other stormwater management facilities shall be provided and maintained at all times during construction. Damages to adjacent property and/or the construction site caused by the contractor's or property owner's failure to provide and maintain adequate drainage and erosion/sediment control for the construction area shall be the responsibility of the contractor and/or property owner."

2.4. PUBLIC IMPROVEMENT PLANS - DRAINAGE FACILITIES

In addition to plan presentation requirements set forth in Title 6 of the City of Flagstaff Engineering Design and Construction Standards & Specifications for public construction plans, the following information, at a minimum, shall also be included on public improvement plans for drainage facilities.

2.4.1. Storm Drain Systems:

- storm drain profile(s).
- the design frequency, discharge, and pipe capacity.
- pipe size, length, type, and slope(s), inlet/outlet invert elevations.
- outlet treatment.
- invert elevations in and out and rim elevations for all manholes and junction structures.
- existing and proposed grades and pipe cover.
- proposed utility crossings and vertical separations.
- typical trench detail(s)

2.4.2. Open Channels:

- the design frequency, design discharge, and channel capacity.
- velocities at the design discharge for all grades.
- channels grade(s).
- typical cross-section(s).
- transition details.
- HGL and available freeboard.
- channel lining(s) and details.
- drainage easement or right-of-way widths and setbacks.

2.4.3. Culverts:

- design frequency and design discharge.
- culvert slope and design velocities.
- inlet and outlet invert elevations.
- design and allowable headwater and tailwater elevations.
- headwalls.
- inlet and outlet protection measures.
- plotted headwater elevation(s) with contours in plan view.
- culvert profile w/controlling headwater elevation, pipe size and type, and slope.
- typical trench detail.
- temporary erosion and sediment control measures for channel reconstruction or culvert/bridge crossings shall also be included on public improvement plans

2.5. QUALITY OF SUBMITTALS

All drainage report and plan submittals presented to the City of Flagstaff for review shall be prepared and sealed by an Arizona Registered Professional Civil Engineer.

The engineer shall be held solely responsible for the correctness and adequacy of all data, drawings, calculations, and reports submitted to the City for review and approval. In addition, the engineer shall comply with all local, state, and federal floodplain regulations in the design of a development.

The Engineering Division will review drainage report and plan submittals for completeness and general compliance with all applicable local, state, and federal requirements. Approval by the City does not necessarily imply that the design is appropriate, nor that the development is in strict compliance with all applicable regulations and standards. Review and approval of drainage submittals shall not create liability on the part of the City or its employees for any flood damages that may result from reliance upon any administrative decision made by the City or its employees. When design procedures, equations, and data not included in this manual are used, the engineer must provide the City enough information on the methods and data to enable City staff to evaluate their applicability.

CHAPTER 3: HYDROLOGY

This chapter provides an overview of urban hydrologic methods and procedures used in the City of Flagstaff. The information presented herein is intended to provide the design engineer with guidance to the methods and procedures, their data requirements, and their applicability and limitations. Most of these methods and procedures can be applied using commonly available computer programs.

3.1. RATIONAL METHOD

The Rational formula is one of the most commonly used (and misused) simplified methods of estimating peak discharges for small uniform drainage areas. This method is typically used to size drainage structures for the peak discharge of a given return period. An extension of this method is often used to estimate the shape of the runoff hydrograph to design detention facilities and/or design a drainage structure that require routing of the hydrograph through the structure.

3.1.1. Rational Equation

The Rational Equation is expressed as follows:

$$Q = C_f C I A \quad (3.1)$$

where:

- Q = maximum rate of runoff, cfs
- C_f = antecedent precipitation factor¹
- C = runoff coefficient
- I = rainfall intensity, in/hr
- A = drainage area tributary to the design location, acres.

¹Less frequent, higher intensity storms will require modification of the runoff coefficient due to infiltration and other losses which have a proportionally smaller effect on runoff (Wright-McLaughlin, 1969). Thus, an adjustment to the Rational Equation (see Table 3-1) is required to account for antecedent precipitation conditions for storms greater than the 10-year event. **Note:** The product of C_f times C should not exceed 1.0.

TABLE 3-1: ANTECEDENT PRECIPITATION FACTORS

<u>Storm Frequency</u>	<u>Factor</u>
25 Year	1.1
50 Year	1.2
100 Year	1.25

3.1.2. Rational Method Assumptions

The following assumptions are inherent when using the Rational Equation:

1. The peak flow occurs when the entire watershed is contributing to the flow.
2. The rainfall intensity is the same over the entire watershed.
3. The rainfall intensity is uniform over a duration equal to the time of concentration.
4. The frequency of the computed peak flow is the same as that of the rainfall intensity (e.g., the 25-year rainfall intensity is assumed to produce the 25-year peak flow).
5. All the land uses within a drainage area are uniformly distributed throughout the area.

3.1.3. Rational Method Limitations

The following limitations shall apply to the Rational Method in the City of Flagstaff:

1. The total drainage area must be less than or equal to 20 acres.
2. The time of concentration cannot be less than 5 minutes or greater than 60 minutes.
3. The land use of the contributing watershed must be fairly consistent over the entire drainage area and uniformly distributed throughout the area. That is, the contributing area should not consist of a large percentage of two or more land uses (e.g. 50% commercial and 50% undeveloped forest).
4. The contributing watershed cannot have drainage structures or facilities which would require flood routing to estimate the discharge at the point of interest.
5. If it is important to locate a specific land use within the drainage area then another hydrologic method should be used where hydrographs can be generated and routed through the drainage system.

In cases where the Rational Method is not applicable, more appropriate hydrologic methods shall be used as outlined in Sections 3.2 and 3.3 of this chapter.

3.1.4. Estimation of Area

An adequate topographic map of the subject site and surrounding drainage area is required to define the drainage boundary in acres. A field inspection of the area should also be made to determine if natural drainage divides have been altered.

It is generally recommended to consider the largest reasonable drainage area, especially in urbanized areas. The contributing drainage area can increase with more intense storm events as larger storms can overtop existing street crowns, curbs, or other drainage facilities.

3.1.5. Estimation of Rainfall Intensity

The rainfall intensity (I) in Equation 3.1 is estimated in inches/hour for the specified return period having a duration equal to the time of concentration for the drainage basin.

The rainfall intensities for the City of Flagstaff are shown in Table 3-2. These values were developed using the rainfall depth-duration frequency statistics for Arizona from NOAA Atlas 2, Volume VIII, Arizona (Miller et al, 1973).

3.1.6. Time of Concentration Estimation

The time of concentration (T_c) is the time necessary for the runoff to travel from the hydraulically most remote point of the drainage area to the point of interest. The T_c is not necessarily determined by the longest travel path. Several different T_c computations may be necessary. The duration of rainfall is then set equal to the estimated T_c and is used to obtain the average rainfall intensity (I).

The T_c used in the Rational Method typically consists of an inlet time (e.g., sheet flow or shallow concentrated flow) to a point where the flow enters a storm drain or open channel plus the time of flow in the storm drain or channel to the point of interest. Formulas for computing the time or composite time of concentration, as given in Equations 3.2 through 3.8, shall be used.

3.1.6.1. Overland or Sheet Flow

Sheet flow is the shallow mass of runoff on a planar surface with uniform depth across a sloping surface. The sheet flow length shall not exceed 100 feet in urban areas and 300 feet in natural, rural or wooded areas.

For sheet flow, Mannings kinematic solution, Equation 3.2, shall be used:

$$T_t = [0.007 (nL)^{0.8} / (2.0)^{0.5} S^{0.4}] \tag{3.2}$$

where: T_t = sheet flow travel time, hr
 n = Mannings roughness coefficient (see Table 3-3)
 L = flow length, ft
 s = land slope, ft/ft

3.1.6.2. Shallow Concentrated Flow

After short distances, sheet flow tends to concentrate in rills and then gullies. The velocity of such shallow concentrated flow can be estimated by the following equations for slopes greater than 0.005 ft/ft:

$$\text{Unpaved: } V = 16.1345 (S)^{0.5} \tag{3.3}$$

$$\text{Paved: } V = 20.3282 (S)^{0.5} \tag{3.4}$$

where: V = average velocity, ft/s
 S = slope of hydraulic grade line, ft/ft

3.1.6.3. Open Channel Flow

Velocities for open channel can be estimated by Manning's equation:

$$V = (1.49 r^{2/3} s^{1/2})/n \quad (3.5)$$

where: V = average velocity, ft/s
 r = hydraulic radius (a/wp), ft
 a = cross-sectional area, ft²
 wp = wetted perimeter, ft
 s = slope of hydraulic grade line, ft/ft
 n = Manning's roughness coefficient for open channel flow

Average velocity shall be determined based on the bank-full water surface elevation.

3.1.6.4. Street Gutter Flow

Flow velocities for concrete gutters can be estimated by:

$$V = 86 S^{0.5} d^{0.67} \text{ or} \quad (3.6)$$

$$\text{If } d = 6''(0.5'): \quad V = 54 S^{0.5} \quad (3.7)$$

$$\text{If } d = 4''(0.33'): \quad V = 41 S^{0.5} \quad (3.8)$$

where: S = longitudinal slope of gutter, ft/ft
 d = depth of water surface, ft
 v =velocity, ft/s

Note: These equations do not apply when depth of water is above the top of curb.

TABLE 3-2: CITY OF FLAGSTAFF RAINFALL INTENSITIES, INCHES/HOUR

Duration	Frequency, In Years					
	2	5	10	25	50	100
5-min.	3.96	5.04	5.76	6.84	7.68	8.52
10-min.	3.06	3.90	4.50	5.34	6.00	6.66
15-min.	2.48	3.20	3.48	4.40	4.92	5.48
30-min.	1.58	2.06	2.40	2.86	3.22	3.58
1-hour	0.95	1.25	1.46	1.76	1.98	2.21
2-hour	0.56	0.73	0.85	1.02	1.15	1.28
3-hour	0.41	0.53	0.62	0.74	0.83	0.92
6-hour	0.24	0.31	0.36	0.43	0.48	0.53
12-hour	0.14	0.19	0.21	0.26	0.29	0.32
24-hour	0.08	0.11	0.12	0.15	0.17	0.19

TABLE 3-3: MANNING'S "n" FOR SHEET FLOW¹

<u>Surface Description</u>		<u>'n' value</u>
Concrete		0.012
Asphalt		0.011
Fallow (no residue)		0.05
Cultivated soils:	Residue cover \leq 20%	0.06
	Residue cover $>$ 20%	0.17
Grass:	Short grass, prairie	0.15
	Dense grasses	0.24
	Bermuda grass ¹	0.41
	Bluegrass sod	0.45
Range (natural)		0.13
Woods ² :	Light underbrush	0.40
	Dense underbrush	0.80

Note: These values were determined specifically for sheet flow conditions and are not appropriate for open channel flow calculations. These “n” values are a composite of information compiled by Engman (1986), with additions from the Florida Department of Transportation Drainage Manual (1986).

¹Includes species such as weeping lovegrass, buffalo grass, blue grama grass, and native grass mixtures.

²When selecting “n”, consider cover to a height of about 0.1 ft. This is the only part of plant cover that will obstruct sheet flow.

Rational Runoff Coefficient

Perhaps the most important variable in the Rational Equation is selection of the dimensionless runoff coefficient (C) which represents that fraction of rainfall that appears as surface runoff from a tributary area. This fraction of rainfall runoff is independent of rainfall intensity or volume for impervious areas, such as streets, rooftops, and parking lots. However, for pervious areas, the fraction of runoff varies with rainfall intensity and the accumulated volume of runoff. Therefore, the selection of a coefficient that is appropriate for the storm, soil type, slope, and land use conditions is critical. The design engineer should always document how and why a particular runoff coefficient was chosen. Thought should also be given to future changes in land use that might occur during the service life of the proposed drainage facility which can result in an inadequate drainage system.

Runoff coefficients based on surface type can be found in Table 3-4. Runoff coefficients based on land use, slope, and soil type are to be chosen from Table 3-5. The Hydrologic Soil Groups (HSG) used in Table 3-5 were developed by the Soil Conservation Service (now the Natural Resources Conservation Service) based on infiltration rates and are described as follows:

Group A - Soils having low runoff potential due to high infiltration rates even when thoroughly wetted. These soils consist primarily of deep, well to excessively drained sands or gravels and have a high rate of water transmission (greater than 0.3 in/hr).

Group B - Soils having moderate infiltration rates when thoroughly wetted and consist primarily of moderately deep to deep, moderately well to well drained soils with moderately fine to moderately coarse textures. These soils have a moderate rate of transmission (0.15 - 0.30 in/hr).

Group C - Soils having low infiltration rates when thoroughly wetted and consist primarily of soils with a layer that impedes downward movement of water and soils moderately fine to fine textures. These soils have a low rate of water transmission (0.05 - 0.15 in/hr).

Group D - Soils having high runoff potential. They have very low infiltration rates when thoroughly wetted and consist primarily of clay soils with high swelling potential, soils with permanently high water tables, soils with a claypan or clayey layer at or near the surface, and shallow soils over nearly impervious parent material. These soils have a very low rate of water transmission (0 - 0.05 in/hr).

HSG soils textures can be classified as:

- A - Sand, loamy sand, or sandy loam
- B - Silt loam or loam
- C - Sandy clay loam
- D - Clay loam, silty clay loam, sandy clay, silty clay, or clay

TABLE 3-4: RUNOFF COEFFICIENTS (C) BY SURFACE TYPE

<u>Surface Description</u>	<u>Runoff Coefficients</u>		
Streets	0.95		
Asphaltic Concrete	0.95		
Concrete	0.95		
Brick Pavers	0.90		
Compacted ABC roadways/shoulders	0.50 - 0.70		
Drives and Sidewalks	0.95		
Gravel (open)	0.50		
Roofs	0.95		
	<u>SLOPE</u>		
<u>Surface Description</u>	<u>Flat</u> < 2%	<u>Avg.</u> 2% - 7%	<u>Steep</u> > 7%
<u>Lawns</u>			
Sandy Soils	0.10	0.20	0.30
Gravelly Soils	0.15	0.25	0.35
Clay Soils	0.20	0.30	0.40
<u>Dense Vegetation</u>			
Sandy Soils	0.07	0.14	0.20
Gravelly Soils	0.11	0.20	0.27
Clay Soils	0.15	0.25	0.35
<u>Woods</u>			
Sandy Soils	0.05	0.10	0.15
Gravelly Soils	0.07	0.12	0.17
Clay Soils	0.10	0.15	0.20

The coefficients in Table 3-4 are based on the assumption that the design storm does not occur when the surface is frozen. These coefficients are for recurrence intervals less than 25-years, therefore for 25, 50, and 100 year storms, the adjustment factors given in Table 3-1 must be applied to these values. When more than one surface type is present, a composite or weighted runoff coefficient (C_w) value must be used and can be calculated by an area (A) weighted average given in Equation 3.9 below:

$$C_w = (C_1A_1 + C_2A_2 + \dots + C_nA_n) / A_{total} \quad (3.9)$$

TABLE 3-5: RUNOFF COEFFICIENTS BY SCS HSG, SLOPE, LAND USE

<u>LAND USE</u>	<u>A</u>			<u>B</u>			<u>C</u>			<u>D</u>		
	<u>0-2%</u>	<u>2-6%</u>	<u>6%+</u>	<u>0-2%</u>	<u>2-6%</u>	<u>6%+</u>	<u>0-2%</u>	<u>2-6%</u>	<u>6%+</u>	<u>0-2%</u>	<u>2-6%</u>	<u>6%+</u>
Bare Soil	0.09	0.14	0.18	0.12	0.17	0.24	0.16	0.21	0.31	0.20	0.25	0.38
Pasture	0.12	0.20	0.30	0.18	0.28	0.37	0.24	0.34	0.44	0.30	0.40	0.50
Meadow	0.10	0.16	0.25	0.14	0.22	0.30	0.20	0.28	.036	0.24	0.30	0.40
Forest	0.05	0.08	0.11	0.08	0.11	0.14	0.10	0.13	0.16	0.12	0.16	0.20
Residential												
Lot size 1/8 ac.	0.25	0.28	0.31	0.27	0.30	0.35	0.30	0.33	0.38	0.33	0.36	0.42
Lot size 1/4 ac.	0.22	0.26	0.29	0.24	0.29	0.33	0.27	0.31	0.36	0.30	0.34	0.40
Lot size 1/3 ac.	0.19	0.23	0.26	0.22	0.26	0.30	0.25	0.29	0.34	0.28	0.32	0.39
Lot size 1/2 ac.	0.16	0.20	0.24	0.19	0.23	0.28	0.22	0.27	0.32	0.26	0.30	0.37
Lot size 1 ac.	0.14	0.19	0.22	0.17	0.21	0.26	0.20	0.25	0.31	0.24	0.29	0.35
Industrial	0.67	0.68	0.68	0.68	0.68	0.69	0.68	0.69	0.69	0.69	0.69	0.70
Commercial	0.70	0.71	0.72	0.71	0.72	0.74	0.74	0.75	0.75	0.75	0.80	0.85
Open Space	0.05	0.10	0.14	0.08	0.13	0.19	0.12	0.17	0.24	0.16	0.21	0.28

The coefficients in Table 3-5 are based on the assumption that the design storm does not occur when the surface is frozen. These coefficients are for recurrence intervals less than 25-years, therefore for 25, 50, and 100 year storms, the adjustment factors given in Table 3-1 must be applied to these values.

NOTE: The residential, industrial, and commercial coefficients given in Table 3-5 are intended to be used for estimating discharges for larger areas where using weighted coefficients is impracticable. These land use coefficients shall not be used for smaller drainage basins where weighted runoff coefficients can be more accurately computed using the values given in Table 3-4 and the values for undeveloped areas given in Table 3-5.

3.1.7. Rational Method Hydrograph Shape

The Rational Method is designed solely to determine an estimated peak discharge for a given drainage area. However, it is often necessary to route the storm inflow through a drainage structure such as a detention basin. A procedure for estimating dimensionless hydrograph shapes for urbanized and undeveloped watersheds can be found in Chapter 2 of the Arizona Department of Transportation, *Highway Design Manual, Hydrology*, Report No. FHWA-AZ-93-281, March 1993.

3.2. SCS TR-55 METHOD

Analysis for drainage areas ranging from 10 to 40 acres in size may be designed using methods described in USDA, SCS, Technical Release 55, "*Urban Hydrology for Small Watersheds*", June 1986. Curve numbers for undeveloped forest shall be per ADWR, *Oak Creek Flood Warning System Hydrology Report*, TR 90-4, September 1990.

3.2.1. Graphical Peak Discharge Method

This method calculates peak flows as a function of drainage basin area, potential watershed storage, and the time of concentration when a hydrograph and/or reservoir routing are not required. Limitations for this method which can impact the accuracy of estimated peak flows are:

- The watershed should be hydrologically homogeneous (i.e., describable by one curve number greater than 40) for this method.
- T_c should be between 0.1 and 10 hours.
- I/P should be between 0.1 and 0.5.
- Watershed should have one main channel or branches with nearly equal times of concentration.
- Neither channel or reservoir routing can be incorporated.
- Adjustment factor (F_p) is applied for ponds/swamps that are not in the T_c flow path.
- Snow, frozen ground, and subsurface flows are not present.

3.2.2. Tabular Hydrograph Method

This method was developed to estimate partial composite flood hydrographs at any point in a watershed and is generally applicable to small, non-homogeneous areas which are beyond the limitations of the Rational Method. It is applicable for estimating the effects of land use change in a portion of the watershed as well as estimating the effects of proposed structures. Chapter 5 of TR-55 provides a detailed description of this method.

Assumptions and limitations inherent in the Tabular Method are as follows:

1. Total area should be less than 2000 acres. Typically, subareas are far smaller than this because the subareas should have fairly homogeneous land use.
2. Subarea T_c is from 0.1 to 2.0 hours and reach travel time (T_r) is less than or equal to three (3) hours.

3. Drainage areas of individual subareas differ by less than a factor of five.
4. Type II rainfall distribution is used for Arizona.

If either the T_c or the T_t limitations are exceeded, the watershed is very complex, or a higher degree of accuracy is required, HEC-1 methodology shall be utilized.

3.3. HEC-1 METHOD

Analysis of large drainage areas shall be Modeled using HEC-1 or HEC-HMS techniques. General guidance on HEC-1 can be found in the HEC-1, *Flood Hydrograph Package*, Users Manual or the Arizona Department of Transportation, *Highway Design Manual, Hydrology*, Report No. FHWA-AZ-93-281, March 1993.

The storm duration (PH Record) for the rainfall input is dependent on the total watershed area and shall be as follows:

1. If the watershed area is less than or equal to 1.0 square mile, the design storm duration shall be 6 hours.
2. If the watershed area is greater than or equal to 1.0 square mile, the design storm duration shall be 24 hours.

Storm durations used for FEMA flood studies shall be in accordance with current FEMA guidelines.

Most watersheds in the Flagstaff area are ungauged, therefore, unit hydrograph and soil loss parameters should be developed using the SCS dimensionless unit hydrograph (UD Record) and SCS curve number (CN) methodology. The SCS Type II rainfall distribution shall be used.

Calibration of the HEC-1 model to observed data should be performed if adequate stream gage and rainfall data is available for the watershed.

CHAPTER 4: OPEN CHANNELS

The purpose of this chapter is to present policies and design criteria for open channels intended to be public and outline channel and erosion protection design procedures. It is recommended that private open channels also be designed in accordance with this chapter.

An open channel is defined as a conveyance in which water flows with a free surface. Open channels in the City of Flagstaff will either be natural washes or artificial. Natural washes will typically consist of a compound cross-section consisting of a low flow channel and adjacent overbank floodplains. Artificial channels typically include drainage ditches, roadside channels, irrigation channels, and swales which have a regular geometric cross-section and can be either lined or unlined.

The principles of open channel flow are the same regardless of the channel type. Flow classifications are generally classified as steady or unsteady, uniform or varied, and subcritical or supercritical. Specific information on open channel flow concepts and total energy relationships can be found in Chow, V.T, *Open Channel Hydraulics*, 1959.

4.1. POLICIES

- a. All open channel designs and/or related activities shall meet the minimum requirements and/or design criteria for the City of Flagstaff, Federal Emergency Management Agency, U.S. Army Corps of Engineers 404 permitting, and the Arizona Department of Environmental Quality, as applicable.
- b. Safety of the general public shall be considered in the selection of location and cross-sectional geometry of artificial channels.
- c. The design of artificial channels shall consider the frequency and type of maintenance expected and make allowance for access of maintenance equipment.
- d. Channels shall be designed to follow natural drainage alignments whenever possible. Environmental impacts of modifications to natural channels, including disturbance of wildlife habitat, wetlands, and stream bank stability shall be assessed and disturbance minimized.
- e. All channels which are to be maintained by the City of Flagstaff must be dedicated to the City either in fee title or granted as drainage easement.
- f. Unless proper authorization from the City of Flagstaff and the adjacent property owner(s) is obtained, open channels must enter and exit a site where the channel historically flowed.

4.2. NATURAL CHANNELS

Natural washes, not designated by the City or FEMA as regulatory floodplains, which cross private property are encouraged be left in their natural state, if possible, upon development. Planning and other design measures must be used to protect development adjacent to natural washes from the flooding and erosion typically associated with increased development. As additional runoff from development is added to a natural channel, these channels can experience erosion and may require on-site detention, grade control, and/or localized bank protection.

Washes designated as Rural Floodplains per the City of Flagstaff Land Development Code must be left undisturbed and in their natural state. Alteration through channelization and FEMA map revisions and/or other development within a designated Rural Floodplains is prohibited.

If relocation of a natural stream channel is unavoidable, the cross section shape, meander pattern, roughness, sediment transport capacity, and slope should conform to the existing conditions insofar as practicable. Some means of energy dissipation may be necessary when existing conditions cannot be duplicated.

U.S. Army Corps of Engineers Section 404 and Section 401 of the Clean Water Act permitting processes may apply for impacts on Waters of the U.S. such as stream channelization, relocation, bank stabilization, or roadways crossings. Approval by the City does not supersede or waive compliance with other applicable Federal and State laws.

Natural channels should be analyzed using field observation, surveyed cross-sections, and Normal Depth/Uniform Flow (Manning's Equation) or step-backwater methods (HEC-2 or HEC-RAS are preferred), as applicable.

4.3. ARTIFICIAL CHANNELS

Artificial open channels have a wide variety of applications ranging from landscaping swales to large flood control facilities. The selection of the open channel type is influenced by numerous factors such as hydraulics, structural features, environmental concerns, sociologic impact, risks and liability, maintenance, and economics. Examples of various types of open channels are depicted in Figure 4-1.

All artificial open channel drainage systems shall be designed for the 25-year design storm at a minimum and checked with the 100-year design storm to determine available freeboard, minimum finished floor for structures elevations adjacent to the channel, and the potential for flood damages.

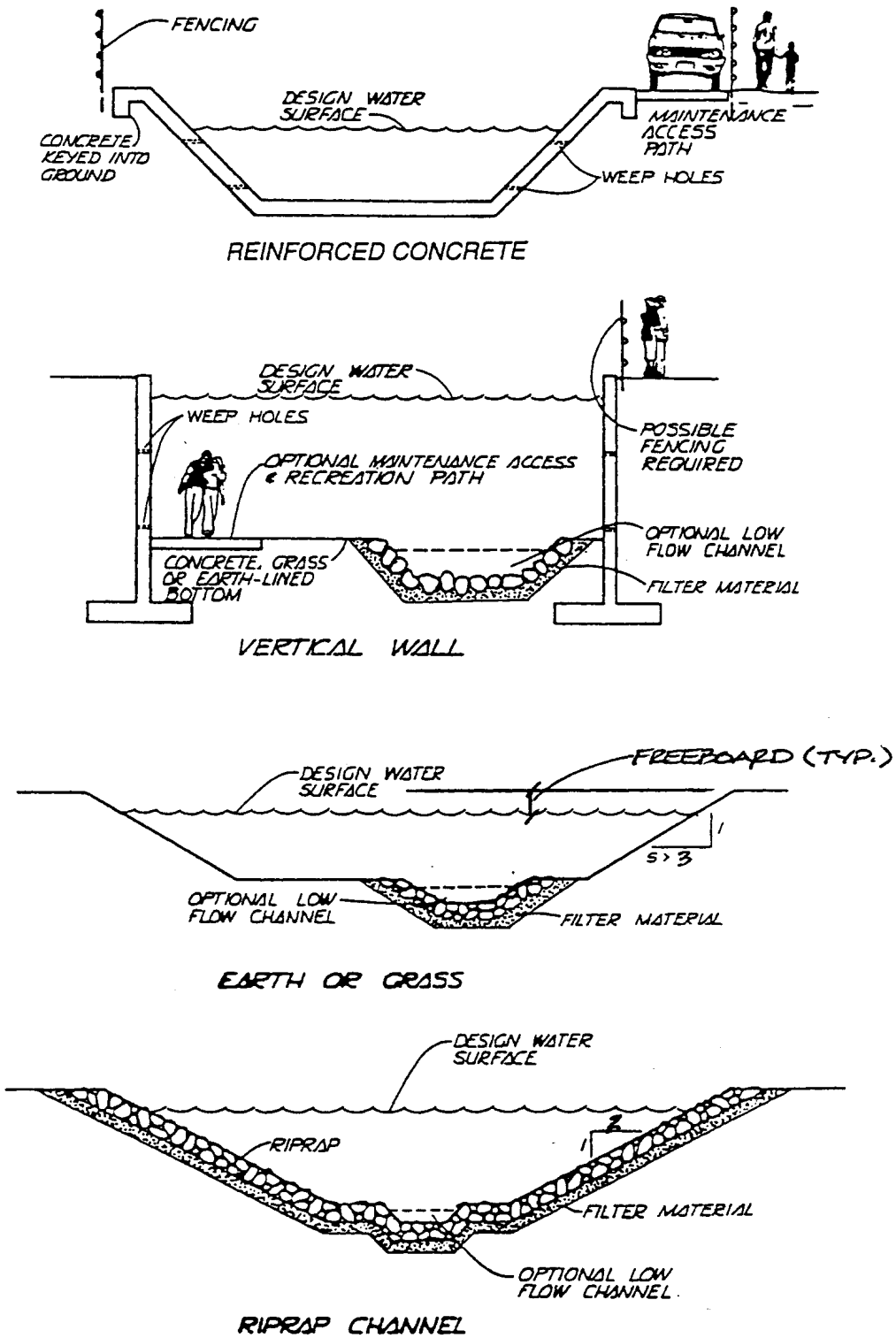


Figure 4-1: Typical Artificial Channels

4.3.1. Maintenance Access and Easements

Minimum width of fee title dedications or drainage easements for public open channels shall be dependent upon the top width of the channel, required setbacks per Uniform Building Code, and the need for maintenance access roads adjacent to the channel.

Maintenance access shall be provided along at least one side of all new open channels intended to become public. The minimum maintenance access width shall be twelve (12) feet. Maintenance access may either be necessary adjacent to the top of the channel bank, down into the channel bottom, or a combination of both. In all cases, the right-of-way or drainage easement must be of sufficient width to allow maintenance vehicles or equipment to operate freely.

4.3.2. Cross-Sectional Geometry

Trapezoidal or compound cross-sections are required for public open channels, unless prior approval of an alternate design is obtained from the Stormwater Manager. Channel side slopes shall be stable throughout the entire length and will be dependent upon the channel bank or lining material. Slope stability analysis may be required in some instances. Side slopes shall be no steeper than 3H:1V for natural vegetal or earth linings and 2H:1V for ungrouted riprap lining. Side slopes for rigid lined channels may be steeper depending on the structural stability of the lining. Channels with bottom widths greater than ten (10) feet should be designed with a minimum cross slope of 12H to 1V.

The depth of public open channels shall be determined by computation of the normal uniform flow depth for the design discharge plus a minimum of one foot of freeboard (see Section 4.3.4). The maximum depth for artificial public channels in residential areas should not exceed three (3) feet, including freeboard, for safety considerations.

Sediment transport requirements must be considered for conditions of flow below the design frequency, especially for multi-use corridors, if applicable. Low and high flow sections shall be considered in the design of channels with large cross sections and/or a design discharge greater than fifty (50) cubic feet per second.

4.3.3. Channel Slope and Velocities

The slope of a proposed channel is typically dependent upon the natural topography. However, variations can be accomplished by altering the channel alignment through a development, by adjusting the elevation of inflow and outflow points, or utilizing grade control. The selected channel configuration, alignment, and slope should result in a stable channel. The minimum allowable channel slope for public channels shall be 0.5 percent. The maximum allowable velocity for any open channel shall not exceed eighteen (18) feet per second.

Abrupt changes in channel slope shall be avoided except when necessary to create a desired hydraulic jump or grade control. When abrupt changes in slope are unavoidable, the slope changes should not cause the channel top width to vary by more than fifteen (15) percent.

Froude Numbers for earth, vegetal, grass, or riprap lined channels should not exceed 0.86 due to instability experienced with critical flow. The Froude Numbers for concrete lined channels should

not exceed 2.0 unless supercritical flow is being designed for. Supercritical flow designs must consider "run-up" and/or wave action. Channel designs should also avoid flow regimes that have Froude numbers in the range of 0.86 - 1.13.

All channel designs must identify supercritical or subcritical flow regimes for all portions of the channel reach. Natural, earth lined, vegetal, or riprap lined channels should not be designed for supercritical flow.

4.3.3.1. Grade Control Structures

Most channels constructed with earthen bottoms are constructed on slopes that are greater than their equilibrium slopes. In such cases, grade control structures (e.g., cut-off walls or sills, drop structures, chutes, or flumes) may be required to reduce bed erosion, reduce increases in channel slope and flow velocities, and to prevent general streambed degradation.

All grade control structures should consist of a control section, an adjacent protection section, and an energy dissipation section. Use of natural rock grade control structures is encouraged.

Concrete cut-off walls or sills, if required, shall be a minimum of eight (8) inches thick Class A concrete, two (2) feet deep below the channel bottom, and extend across the entire channel.

General Design Procedure: The general procedure for grade control structure design is:

1. Determine the total fall through the design reach.
2. For the selected channel, determine the equilibrium slope.
3. Determine the amount of fall to be controlled by the grade control or drop structures from the tailwater of the upstream structure to the head on the next structure downstream.
4. Select the size, location and type of structures to be used.

Design guidance on grade control structures can be found in the National Engineering Handbook, Section 11, "Drop Spillways" and Section 14, "Chute Spillways", or the Urban Drainage and Flood Control District, Denver Colorado, *Drainage Criteria Manual, Volume 2, "Grouted Sloping Boulder Drop Structures"*.

4.3.4. **Freeboard**

Freeboard is the additional channel depth required between the calculated water surface elevation and the top of the lowest channel bank. The purpose of freeboard is to protect against hydraulic disturbances such as waves, obstructions of flow, debris, and sediment accumulation in addition to providing a factor of safety for flows greater than the design discharge.

The freeboard, under normal depth conditions, shall be calculated with Equation 4.1 for public channels, with a minimum of one (1) foot.

$$\mathbf{FB = 0.25 [Y + (V^2 / 2g)]} \quad \mathbf{(4.1)}$$

where: FB = required freeboard, in feet;
 Y = the maximum depth of flow, in feet;
 V = the average velocity of flow, in feet/second;
 g = the acceleration due to gravity (32.2 ft/sec²)

Additional freeboard may be required at junctions and culvert inlets, where backwater effects may occur, and at locations where supercritical flow or hydraulic jumps occur. In areas of channel constriction, decrease of channel slope, or hydraulic jump, the channel depth may need to be increased to accommodate increases in flow depth and minimum freeboard requirements.

Special consideration should be given to the increased velocities and shear stresses that are generated as a result of non-uniform flow in bends. Superelevation of flow at channel bends is another important consideration and although the degree of superelevation is relatively small (usually less than one foot) when compared with the overall flow depth in the bend, it should be considered when establishing freeboard limits for bank protection on sharp bends. For specific design criteria for channel deflections or curves, refer to Brater and King, *Handbook of Hydraulics*, 1976 and Chow, *Open Channel Hydraulics*, 1959.

Channel linings of protected open channels shall extend to the elevation necessary to include the freeboard requirement.

4.3.5. Hydraulic Jump

Hydraulic jumps should only occur in planned locations at hydraulic structures and should be checked in the following cases:

- the slope of the channel abruptly changes from steep to mild;
- at abrupt expansions or contraction in the channel section;
- at locations where obstructions occur, such as a culvert or bridge, in a channel of steep slope;
- at sharp bends;
- dip crossing or culverts; and
- where steep or supercritical channels discharge into another channel.

Recommended procedures for computing hydraulic jump can be found in FHWA, HEC-14, 1983 and/or Chow, *Open Channel Hydraulics*, 1959.

4.3.6. Channel Transitions

Transition sections shall be designed to provide a gradual transition to avoid turbulence and eddies. Energy losses in transitions should be accounted for as part of the water surface profile calculations. Recommended guidance can be found in *U.S. Army Corps of Engineers, EM 1110-2-1601*.

A straight line connecting flow lines at the two ends of the transition should not make an angle

greater than 12.5 degrees with the axis of the main channel.

Scour downstream of rigid to natural or steep to mild transition sections should be accounted for through velocity slowing and energy dissipation.

4.4. CHANNEL LININGS

One of the most influencing factors in the design of artificial channels is the channel lining. The most prominent channel lining types include earth (natural), grass, rock, concrete, and other biotechnical or synthetic measures. These linings can be used alone or in combination to form a composite channel. Soil cement linings are not permitted for open channels intended to become public.

It is recommended to incorporate the use of grade control to limit channel slopes/velocities and preclude the need for channel linings. The use of alternate channel treatments other than riprap is strongly encouraged. Methods developed by the International Erosion Control Association for channel protection and streambank stabilization are recommended.

The order of preference for open channels and swales shall be:

1. The use of natural bio-filters to promote infiltration and water quality treatment.
2. The use of underground facilities.
3. The use of natural land forms. Side slopes not to exceed 2H:1V. The horizontal alignment shall meander to the extent possible. Riprap lining shall be limited to areas where erosion is anticipated.

4.4.1. Earth Lined/Naturally Vegetated Channels

Earth lined and naturally vegetated channels are classified the same for the purposes of this section. This includes the common practice of hydroseeding with native grasses. Allowable velocities for erodible channels are given in Table 4-1. Shear stress and tractive force analysis may be required.

4.4.2. Grass Lined Channels

Grass lined channels require proper maintenance and irrigation to function properly. Non-maintained/non-irrigated grass lined channels will revert back to the earth lined channel classification in Section 4.4.1. Conditions under which vegetal linings may not be acceptable include, but are not limited to:

- Standing or continuous flowing water;
- Lack of regular maintenance;
- Lack of nutrients and/or inadequate topsoil;

- excessive shade; and
- high flow velocities.

Temporary erosion control measures (e.g., jute or straw matting or spray tacking substances) may be required to provide sufficient time for seeding to be established. Seeding and mulch should only be used when the channel's design velocity does not exceed the allowable velocity for bare soil. Allowable velocities for grass lined channels are given in Table 4-2.

4.4.3. Flexible Linings - Riprap Design Criteria

Due to long term maintenance considerations, fully lined riprap channels intended to become public must receive prior approval from the Stormwater Manager and Public Works Department. The use of grade control or other channel linings must be examined first. Riprap lined channels should only be designed for subcritical flow regimes. If the channel is to be designed as a complete riprap channel (side slopes and bottom), the riprap itself will control the velocity and an iterative process between riprap size and channel velocity, due to riprap roughness, is necessary.

The channel cross section design must account for riprap thickness in channel excavation. The riprap must be "inlaid" by over excavating to the depth of the riprap layer thickness. Riprap should not be placed on top of swale or channel bottom.

Wire tied riprap or gabion baskets may be required where higher velocities or steeper channel side slopes are proposed. Rock sizes and basket characteristics should meet the manufacturers specifications.

4.4.3.1. Edge and End Treatment

The edges of riprap revetments (flanks, toe, and head) require special treatment to prevent undermining. The flanks of the revetment shall be designed as illustrated in Figure 4-2. Riprap can be substituted for the compacted fill shown in Section A-A in Figure 4-2.

Undermining of the toe is one of the primary causes of riprap failure. The toe of the riprap shall be designed as illustrated in Figure 4-3a. The toe material should be placed in a toe trench along the entire length of the riprap blanket. Where a toe trench cannot be excavated, the riprap blanket should terminate in a thick, stone toe at the level of the streambed (see alternate design in Figure 4-3a). Under this alternate design, care must be taken to not form a dike at/or along the toe or that the channel's design is not impaired by this toe mound.

The size of the toe trench (or alternate stone toe) is controlled by the anticipated depth of scour along the stream bed and toe. As scour occurs, the stone in the toe will launch into the eroded area as illustrated in Figure 4-3b.

The volume of rock required for the toe must be equal to or exceed 1.5 times the volume of rock required to extend the riprap blanket (at its design thickness on a 2:1 slope) to the anticipated depth of scour. Dimensions should be based on the required volume using the thickness and depth determined by scour depth.

4.4.3.2. Riprap Material Criteria

The shape of the rock riprap shall be blocky or angular rather than elongated or smooth river run rock. Cinder material (e.g. clinkers, tufa, and scoria) shall not be used for rock riprap lining.

Rock material should be hard, dense, and have sufficient durability to withstand abrasive water action and freeze/thaw cycles. Durability index and absorption laboratory tests should be conducted to determine the quality of the rock (see ASTM C127). The durability absorption ration (DAR) is then computed as follows:

$$\text{DAR} = \frac{\text{Durability Index}}{\% \text{ Absorption} + 1} \quad (4.2)$$

- DAR specifications are:
1. DAR > 23, material is accepted;
 2. DAR < 10, material is rejected;
 3. DAR 10 through 23:
 - a. DI of 52 or greater, material is accepted; and
 - b. DI of 51 or less, material is rejected.

Rock riprap size is typically specified as D_{50} , which is defined as the average diameter of a rock for which 50 percent of the gradation is finer, by weight. The riprap blanket gradation should form an interlocked mass of angular rock with little or no apparent voids or pockets. The recommended maximum rock size is two (2) times the D_{50} and the minimum size is one-third (1/3) of the D_{50} . No rock shall have a length exceeding 3.0 times the calculated D_{50} . Section 4.4.4 provides a recommended design procedure for determining D_{50} .

The riprap blanket thickness shall be a minimum of 1.5 to 2.0 times the calculated D_{50} . A minimum thickness of twelve (12) inches shall be used in all cases. A thickness of $2.0D_{50}$ is recommended to offset the occurrence of segregation of the rock gradation when the riprap is mechanically dumped, rather than hand placed or keyed into place. The thickness shall be measured perpendicular to the slope on which the riprap will be placed.

4.4.3.3. Filter Layers

A filter layer is a transitional layer of gravel, small stone, or fabric placed between the underlying soil and the riprap blanket (or other structure). A filter shall be used whenever the riprap is being placed on noncohesive material subject to subsurface drainage.

Granular Filters: For rock riprap, a filter ratio of five (5) or less between layers will usually result in a stable condition. The filter layer (blanket) ratio is defined as the ratio of the 15 percent particle size (D_{15}) of the filter to the 85 percent particle size (D_{85}) of the base layer (channel bank). An additional requirement for stability is that the ratio of the 15 percent particle size of the filter material to the 15 percent particle size of the bank material should be greater than 5 but less than 40. These requirements are expressed as:

$$\frac{(D_{15})_{\text{filter}}}{(D_{85})_{\text{bank}}} < 5 < \frac{(D_{15})_{\text{filter}}}{(D_{15})_{\text{bank}}} < 40 \quad (4.3)$$

The above relationships must hold between the filter blanket and the base material and between the riprap and filter blankets (USDOT, FHWA, HEC-15, 1988).

If the inequalities are satisfied by the riprap layer itself, then no filter layer is needed. If a single layer of filter material will not satisfy the filter requirements, one or more additional layers of filter material must be used. The filter requirement applies between the bank material and the filter blanket, between successive layers of filter material if more than one layer is used, and between the filter blanket and the riprap. In addition to the filter requirement, the grain size curves for the various layers should be approximately parallel to minimize the infiltration of fine material from the finer layer to the coarse layer. Not more than 5 percent of the filter material should pass the No. 200 sieve.

The thickness of the filter blanket should range from six (6) to fifteen (15) inches for a single layer, and 4 to 8 inches for individual layers of a multiple layer blanket. Where the gradation curves of adjacent layers are approximately parallel, the blanket thickness should approach the minimum. The blanket thickness should be increased above the minimum proportionately as the gradation curves depart from a parallel pattern. Figure 4-4 can be used as an aid in designing granular filters.

Filter Fabric: Synthetic, geotextile filter fabrics can be used as an alternative to granular filters. However, it is not a complete substitute for granular filters. The site conditions, application, and installation procedures must be carefully considered when evaluating filter fabric as a replacement for granular filters. The design criteria for such filter fabrics is dependent upon the permeability and effective opening size of the fabric. Essentially, the permeability of the fabric must exceed the permeability of the underlying soil and the fabric opening size (AOS) must be less than the soil particle size.

The criteria for the AOS is expressed as follows:

1. For soil with less than 50 percent of the particles, by weight, passing a No. 200 sieve, the AOS should be less than 0.6 mm (No. 30 sieve), and
2. For soil with more than 50 percent of the particle, by weight, passing a No. 200 sieve, the AOS should be less than 0.3 mm (No. 50 sieve).

Problems associated with filter fabrics are less resistance to stone movement and tearing. Direct mechanical dumping is not permitted. A minimum of four (4) inches of bedding material is recommended over non-woven filter fabric to prevent damage from mechanically dumped riprap.

Experimental evidence indicates that when channel banks are subjected to wave action, non-cohesive bank material has a tendency to migrate downstream beneath the fabric; this tendency was not found with granular filters. Filter fabrics can also induce translational or modified slump failures when used under rock riprap installed on steep slopes.

Filter Fabric Placement: Failures in filter fabrics often occur due to improper installation. Therefore, to provide optimum performance, a properly selected fabric should be installed per the following guidelines or the manufacturer's guidelines, whichever is more restrictive:

- a. Heavy riprap may stretch the fabric as it settles. A four (4) to six (6) inch gravel bedding is required to be placed beneath the riprap for gradations having a D_{50} greater than 2 feet.
- b. A filter cloth shall not extend into the channel beyond the riprap layer; it should be wrapped around the bottom of the toe material and back into the riprap layer.
- c. Adequate overlaps must be provided between individual fabric sheets.
- d. A sufficient number of folds should be included during placement to minimize tension and stretching under settlement.
- e. Securing pins with washers are required at two (2) to five (5) foot intervals along the midpoint of overlaps.
- f. Proper stone placement on the filter requires beginning at the toe and proceeding upslope. Dropping stone from heights greater than two (2) feet is not permitted.

TABLE 4-1: ALLOWABLE VELOCITIES FOR ERODIBLE CHANNELS

<u>MATERIAL</u>	<u>VELOCITY (ft/sec)</u>
Fine Sand (noncolloidal)	2.5
Sandy Loam (noncolloidal)	2.5
Silt Loam (noncolloidal)	3.0
Alluvial Silts (noncolloidal)	3.5
Alluvial Silts (colloidal)	5.0
Ordinary Firm Loam	3.5
Volcanic Ash	2.5
Fine Gravel	5.0
Stiff Clay (very colloidal)	5.0
Graded, Loam to Cobbles (noncolloidal)	5.0
Graded, Silts to Cobbles (colloidal)	5.0
Coarse gravel (noncolloidal)	6.0
Cobbles and Shingles	5.5
Shales and Hard Pans	6.0

For sinuous channels, multiply permissible velocity by:
0.95 for slightly sinuous;
0.90 for moderately sinuous; and
0.80 for highly sinuous

Source: USDOT, FHWA, 1961 and 1983

TABLE 4-2: ALLOWABLE VELOCITIES - GRASS LINED CHANNELS

<u>VEGETATION TYPE</u>	<u>SLOPE¹(%)</u>	<u>MAXIMUM VELOCITY² (ft/s)</u>	
		<u>Erosion Resistant Soils</u>	<u>Easily Eroded Soils</u>
Bermuda grass	0-5	7.0	5.0
	5-10	7.0	5.0
	> 10	6.0	4.0
Kent. bluegrass	0-5	7.0	5.0
Buffalo grass	5-10	6.0	4.0
	> 10	5.0	3.0
Native grass mixture	0-5 ¹	5.0	4.0
	5-10	4.0	3.0
Lespedeza Kudzu, Alfalfa	0-5 ³	3.5	2.5
Annuals ⁴	0-5	3.5	2.5
Sod		4.0	4.0
Lapped sod		5.5	5.5

¹ Do not use on slopes steeper than ten percent (10%) except for side slope in combination channel.

² Use velocities exceeding 5 ft/s only where good stand can be established and maintained.

³ Do not use on slopes steeper than five percent (5%) except for side-slope in combination channel.

⁴ Annuals - used on mild slopes or as temporary protection until permanent covers are established.

Source: USDA, TP-61, 1954

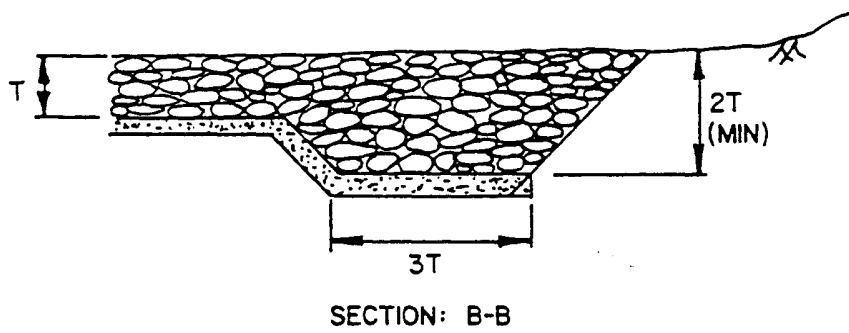
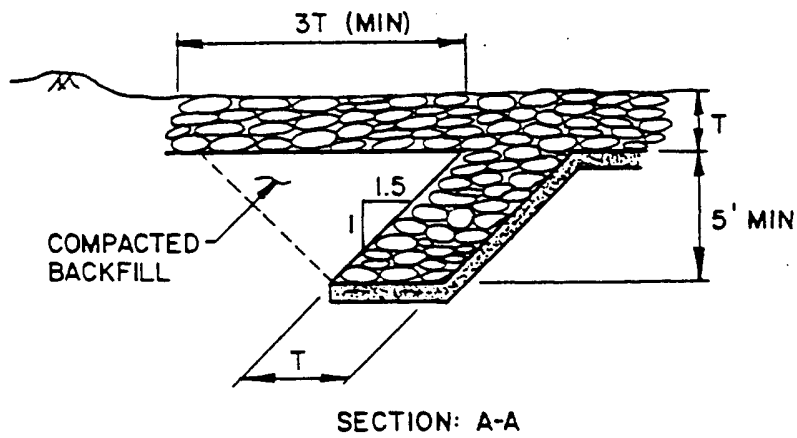
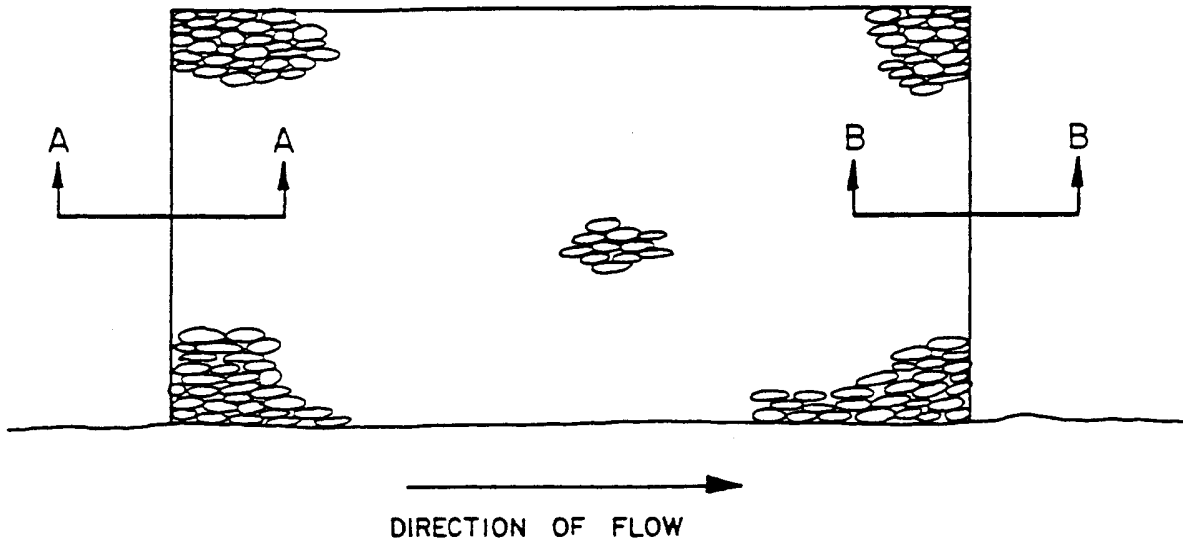


Figure 4-2: Typical Riprap Installation - Plan and Flank Details

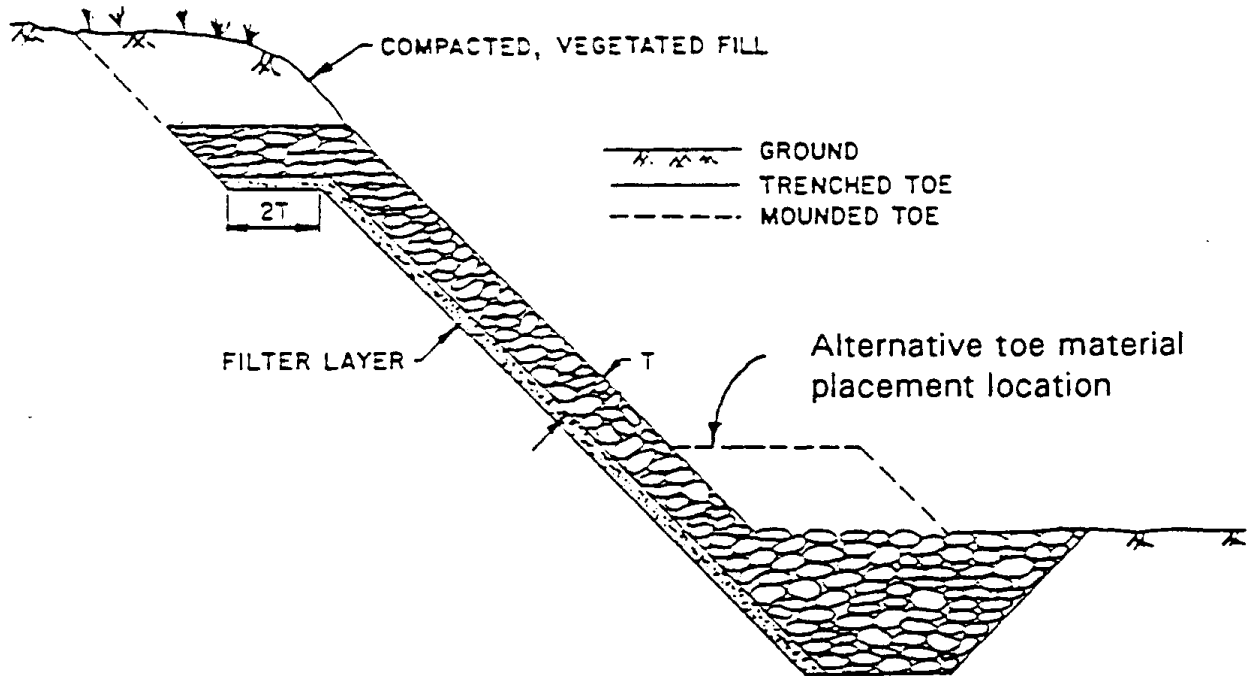


Figure 4-3a: Typical Riprap Installation - Bank Protection Only

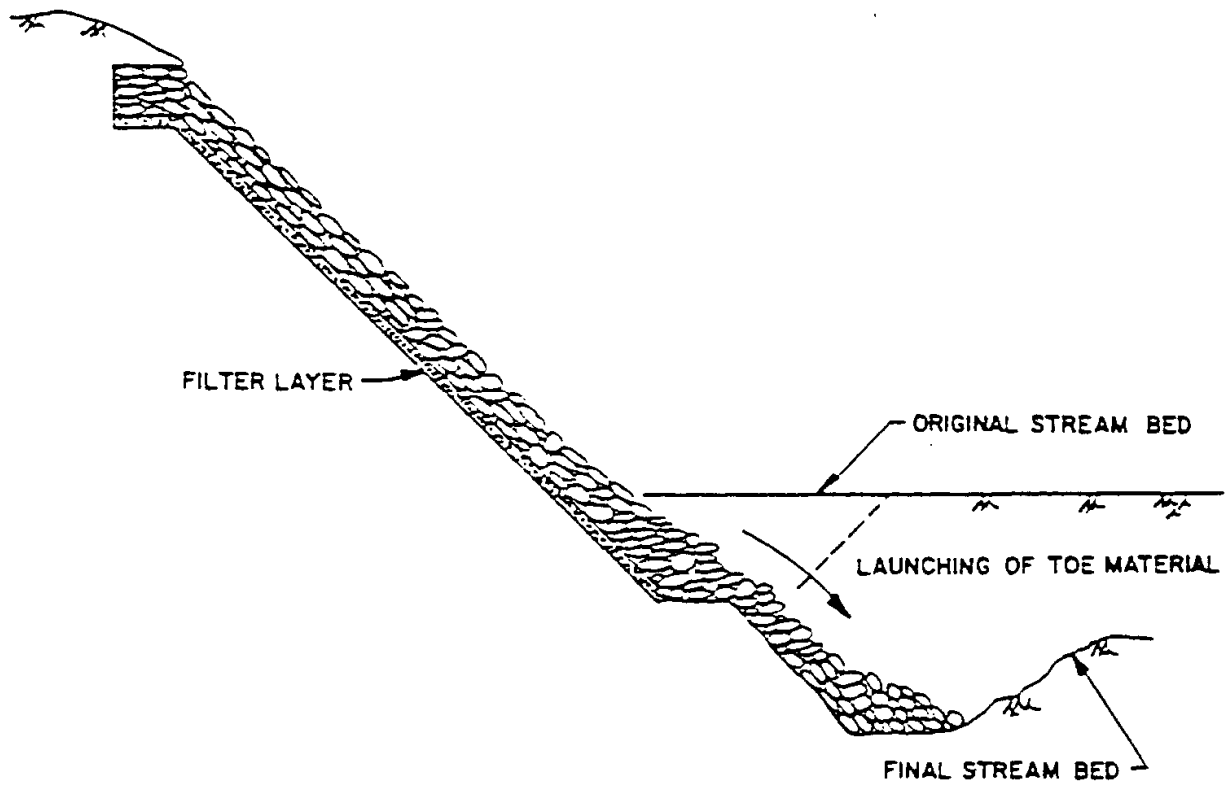


Figure 4-3b: Launching of Riprap Toe Material

PROJECT _____ DESCRIPTION _____	Prepared by/Date: : _____ / _____ Checked by/Date: : _____ / _____ Sheet _____ of _____
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GRANULAR FILTER:

LAYER	DESCRIPTION	D ₁₅ (ft)	D ₈₅ (ft)	RATIO	D ₁₅ COARSE D ₈₅ FINE	< 5 <	D ₁₅ COARSE D ₁₅ FINE	< 40

SUMMARY:

LAYER DESCRIPTION	D ₁₅	D ₈₅	THICKNESS

FABRIC FILTER:

PHYSICAL PROPERTIES CLASS: _____
 HYDRAULIC PROPERTIES
 PIPING RESISTANCE < 50% PASSING #200 AOS < 0.6 mm
 < 50% PASSING #200 AOS < 0.3 mm
 PERMEABILITY SOIL PERMEABILITY < FABRIC PERMEABILITY
 SELECTED FABRIC FILTER SPECIFICATIONS: _____

Figure 4-4: Granular Filter Design Form

4.4.4. Riprap Design Procedure

The following procedure applies to riprap placement in both natural and prismatic channels and is based on tractive force theory. Additional design information, for discharges less than 50 ft³/s, can be found in Federal Highway Administration (FHWA), HEC No. 15, *Design of Stable Channels with Flexible Linings*, 1988. Velocity is the primary design parameter and the following assumptions and limitations apply to this procedure:

- minimum riprap thickness equal to d_{100} ,
- the value of d_{85}/d_{15} less than 4.6,
- Froude Number of less than 1.2,
- side slopes no steeper than 2H:1V,
- a safety factor of 1.2,
- a maximum velocity less than 18 ft/s.
- typical riprap angle of repose of 39 degrees

If significant turbulence is caused by boundary irregularities (e.g., near obstructions or structures) this procedure is not applicable.

4.4.4.1. Riprap Sizing

The median size (D_{50}) of the riprap can be determined using Equation 4.4 below:

$$D_{50} = (0.001 V^3) / (d^{0.5} K^{1.5}) \quad (4.4)$$

where:

D_{50}	= size of stone, ft
V	= average velocity in the channel, ft/s
d	= the average depth flow in the channel, ft
K	= side slope correction factor found in Equation 4.5

$$K = [1 - (\sin^2 \phi / 0.396)]^{0.5} \quad (4.5)$$

where: ϕ = the bank angle with horizontal (e.g., 3H:1V has $\phi = 18.43$ degrees)

Equation 4.4 is based on a stone specific weight of 165 lbs/ft³. If the rock density is significantly different from 165 lbs/ft³ the D_{50} size found in Equation 4.4 should be multiplied by a specific weight correction factor found in Equation 4.6.

$$C_w = 2.12 / (S_{sg} - 1)^{1.5} \quad (4.6)$$

where: S_{sg} = the specific gravity of the rock riprap

For design situations other than a uniform straight channel, the D_{50} size from Equation 4.4 should be multiplied by a Stability Correction Factor found in Equation 4.7.

$$C_{SF} = (SF / 1.2)^{1.5} \quad (4.7)$$

where: SF = the stability factor to be applied as defined in Table 4-1 and is defined as the ratio of the average tractive force exerted by the flow field and the riprap material's critical shear stress.

NOTE: The correction factors computed in Equations 4.6 and 4.7 are multiplied together to form a single correction factor, C, to be applied to riprap size computed in Equation 4.4.

TABLE 4-3: GUIDELINES FOR SELECTION OF STABILITY FACTORS

Channel Condition	Stability Factor (SF)
Uniform flow; straight or mildly curving reach [curve radius/channel top width, $(R_c/T) > 30$]; little impact from wave action or debris; little uncertainty in design.	1.0 - 1.2
Gradually varied flow; moderate bend curvature ($30 > R_c/T > 10$); moderate impact from waves or debris; moderate uncertainty in design parameters.	1.3 - 1.6
Approaching rapidly varied flow; sharp bend curvature ($10 > R_c/T$); significant impact from waves or debris; high flow turbulence; significant uncertainty in design parameters.	1.61 - 2.0

4.4.5. Grouted Riprap

Grouted riprap provides advantages similar to concrete linings and can be used in applications where high flow velocities and tractive forces could pull away the rock in a typical dumped riprap section. Grouted riprap can also be used on pipe outlets, stilling basins below drop structures, or spillways.

Common problems associated with grouted riprap are settlement, failure to achieve complete penetration between the rocks, seepage, and undermining from runoff around and under the grouted riprap system.

Grouted riprap is considered a rigid structural lining comprised of a blanket of rock riprap that is held together by concrete grout injected into the voids between the rocks. For the grouted riprap to

properly function as a monolithic structure, the grout must extend the full thickness of the riprap blanket, instead of being placed or poured on top of the riprap blanket.

Weep holes or subsurface drains may be required to allow for reduction in lift forces and hydrostatic pressure buildup behind the riprap layer.

Subgrade conditions must be considered as with concrete lined channels. If the grouted riprap is intended for channel bank protection only, adequate key-ins and toe protection, below the estimated scour depth, shall be provided as depicted in Figure 4-5.

As the riprap layer is placed, a key-in or cut off trench shall be excavated around the rock section at the top of the slope and the upstream and downstream edges as illustrated in Figure 4-5.

4.4.5.1. Rock Material and Size

Rock used for grouted riprap should meet the same properties and specification as Section 4.4.3, however graded riprap shall not be used for grouting since the smaller rock in a well graded riprap mix will take up the void spaces intended for the grout. To accomplish this, rock smaller than the specified D₅₀ is removed. Riprap smaller than twelve (12) inches should not be grouted. Riprap classification and gradation criteria are given in Table 4-4.

The median rock size shall not exceed 0.67 times the blanket thickness and the largest size rock shall not exceed the blanket thickness.

The minimum riprap blanket thickness shall be one (1) foot for channel velocities of 0.0 - 7.0 feet/second and two (2) feet for velocities from 7.0 - 15.0 feet/second.

TABLE 4-4: GROUTED RIPRAP CLASSIFICATION AND GRADATION

<u>Riprap Designation</u>	<u>% Smaller Than Given Size By Weight</u>	<u>Intermediate Rock Dimension (inches)</u>
Type MG	70 - 100	21
	50 - 70	18
	0 - 5	12
Type HG	100	30
	50 - 70	24
	0 - 5	18
Type VHG	100	42
	50 - 70	33
	0 - 5	24

4.4.5.2. Grout Requirements

Grout for riprap installation on public structures shall be in accordance with MAG Section 220.5 and the following criteria:

1. Air entrainment of 5 - 7%,
2. Compressive strength of not less than 3000 psi in 28 days,
3. Slump of 5 to 7 inches, and
4. 1.5 lbs./cy of fibermesh, or equivalent, shall be used to control shrinkage/cracking.
5. Type II cement. Maximum of 25% fly ash may be substituted for Portland cement.
6. Aggregate shall be comprised of 70% natural sand (fines) and 30% 3/8-inch rock (coarse).

4.4.5.3. Grouted Riprap Placement Requirements

Placement of grouted riprap for public structures shall be in accordance with the following criteria:

1. Final placement of riprap shall be approved by Stormwater Manager prior to placement of grout.
2. Fines and smaller gradation rock shall be removed from the rock blanket to ensure better penetration by the grout.
3. The riprap shall be clean of all dirt and deleterious materials and sprayed with clean water immediately prior to grouting.
4. A low pressure (< 10 psi) grout pump with a two (2) inch diameter nozzle shall be used.
5. Grout must be placed by injection methods using a pencil vibrator and grout penetration must extend the full thickness of the rock blanket. Pneumatically placed grout is not permitted. The grout mix and placement procedures must be controlled to achieve the specified thickness, penetration, and grade of the grout layer.
6. The finished level of the grout shall be 1/4 - 1/3 the rock size below the top of the rock. After the grout has been placed and vibrated, excess grout should be removed from the exposed rock. A broom finish should be provided for the grout.
7. The finished surface shall be sealed with a clear liquid membrane curing compound per American Society for Testing and Materials (ASTM) C-309.

4.4.6. Concrete Lined Channels

Concrete lined channels are discouraged in residential and/or recreational areas, however, they may become necessary in cases with limited right-of-way, high velocities, and supercritical flow.

Common problems experienced with concrete lined channels are bedding/subgrade failure, liner failures due to seepage or high groundwater, and sedimentation. Lack of proper maintenance can result in vegetation growth through the concrete liner.

Supercritical flow is typically associated with concrete lined channels. Therefore, supercritical channels should not be designed with any curvature or bends and there shall be no reduction in cross sectional area at bridges/culverts or any other obstructions in the flow path. Lateral storm drains entering a concrete lined channel cannot protrude beyond the channel bank, into the channel flow area. The maximum allowable velocity in any concrete channel shall not exceed eighteen (18) feet per second.

Low flow or trickle channels are recommended on the bottom of all concrete lined channels. Low flow channels should be designed to convey the 2-year discharge at a minimum.

4.4.6.1. Concrete Lining Criteria

Side slopes shall be no steeper than 1H:1V unless designed to act as a structurally reinforced retaining wall designed to withstand soil and groundwater forces, or surcharging.

All concrete lining shall be designed to withstand anticipated hydrodynamic and hydrostatic forces. Minimum thickness shall be no less than eight (8) inches for supercritical channels and no less than six (6) inches for subcritical channels. The top of the concrete lining shall be adequately keyed into the channel banks as depicted in Figure 4-6.

Concrete channels shall be constructed of continuously reinforced concrete without transverse joints. The reinforcing shall be continuous both longitudinally and laterally. Expansion or contraction joints shall only be installed where new concrete lining is connected to a rigid structure or to existing concrete lining which is not continuously reinforced.

Longitudinal joints, where required, shall be constructed on the side-walls at least one (1) foot vertically above the channel invert. Construction joints are required for all cold joints and where the lining thickness changes. Reinforcement shall be continuous through the joint. All joints shall be designed to prevent differential movement by utilizing a staggered or step joint.

Reinforcement steel shall be a minimum grade 40 epoxy coated deformed bars. The ratio of steel area to concrete cross-sectional area shall be greater than 0.006. The ratio of transverse steel area to concrete cross-sectional area shall be greater than 0.003. Reinforcing steel shall be placed at the center of the section with a minimum clear cover of three (3) inches adjacent to the ground.

Additional steel shall be provided as needed to meet retaining wall structural requirements.

Earthwork for concrete lined channels shall be compacted to a minimum of ninety-five percent (95%) of maximum density, as determined by ASTM D-698 (Standard Proctor), for the following areas:

- a. The twelve (12) inches of subgrade immediately beneath concrete lining (bottom and sides).
- b. Top twelve (12) inches of earth surface within ten (10) feet of concrete channel lip.
- c. Top twelve (12) inches of maintenance road subgrade.
- d. All fill material.

A minimum of six (6) inches of aggregate base course granular bedding is required under channel bottom and side slopes.

Longitudinal underdrains may be required when temporary or permanent high water tables are experienced. Underdrains shall be free draining, consist of six (6) inch minimum perforated pipe in gravel or coarse sand, flap valves at the outlets, and shall daylight at check drops when applicable. Weepholes should be limited when possible, but are necessary on vertical wall sections to relieve hydrostatic pressure.

Side ditches along the tops of the channel should be utilized to intercept sheet flow and convey it to chutes or dip inlets.

Safety requirements for concrete lined channels shall consist of the following measures at a minimum:

- a. A six (6) foot high chain link or comparable fence is required to prevent access wherever the 100-year channel concrete depth exceeds three (3) feet or on concrete channels with vertical walls exceeding thirty (30) inches in height. Appropriate numbers of gates and maintenance roads (12 ft. width), shall be placed and staggered where fencing is required on both sides of the channel.
- b. Ladder-type steps shall be installed not more than 400 feet apart on alternating sides of the channel. The bottom rung or step shall be placed one (1) foot above the channel bottom.

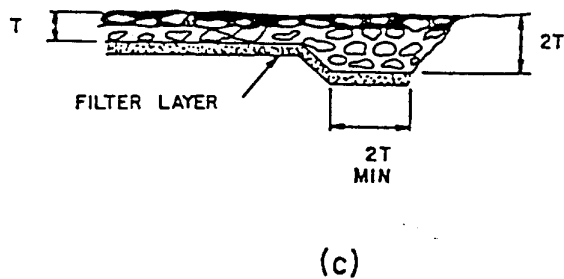
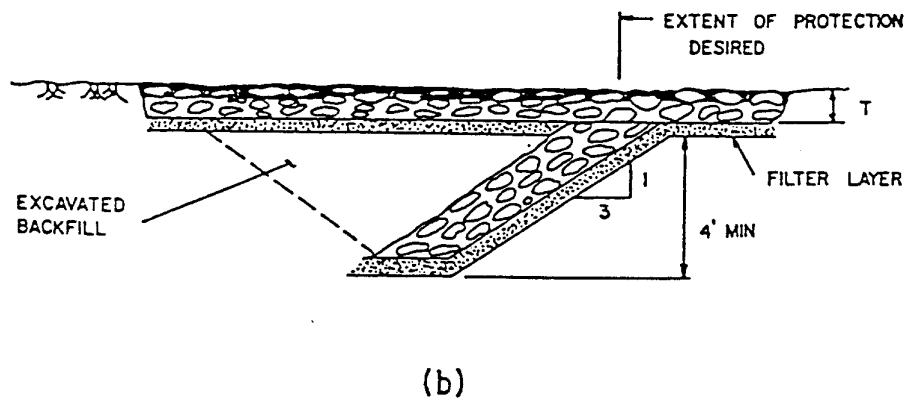
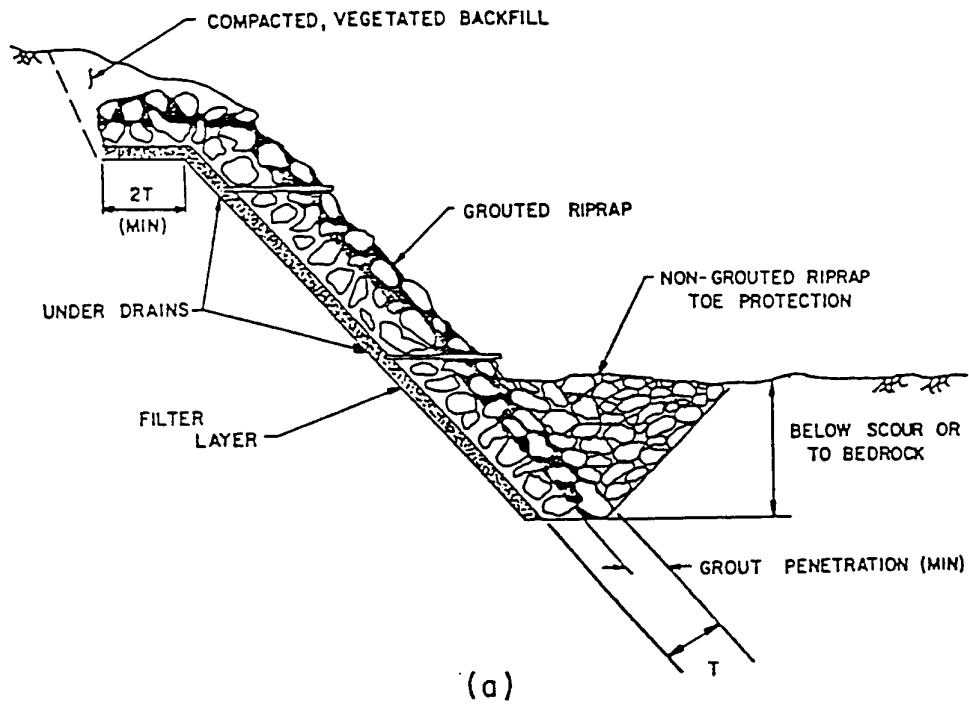


Figure 4-5: Grouted Riprap Sections

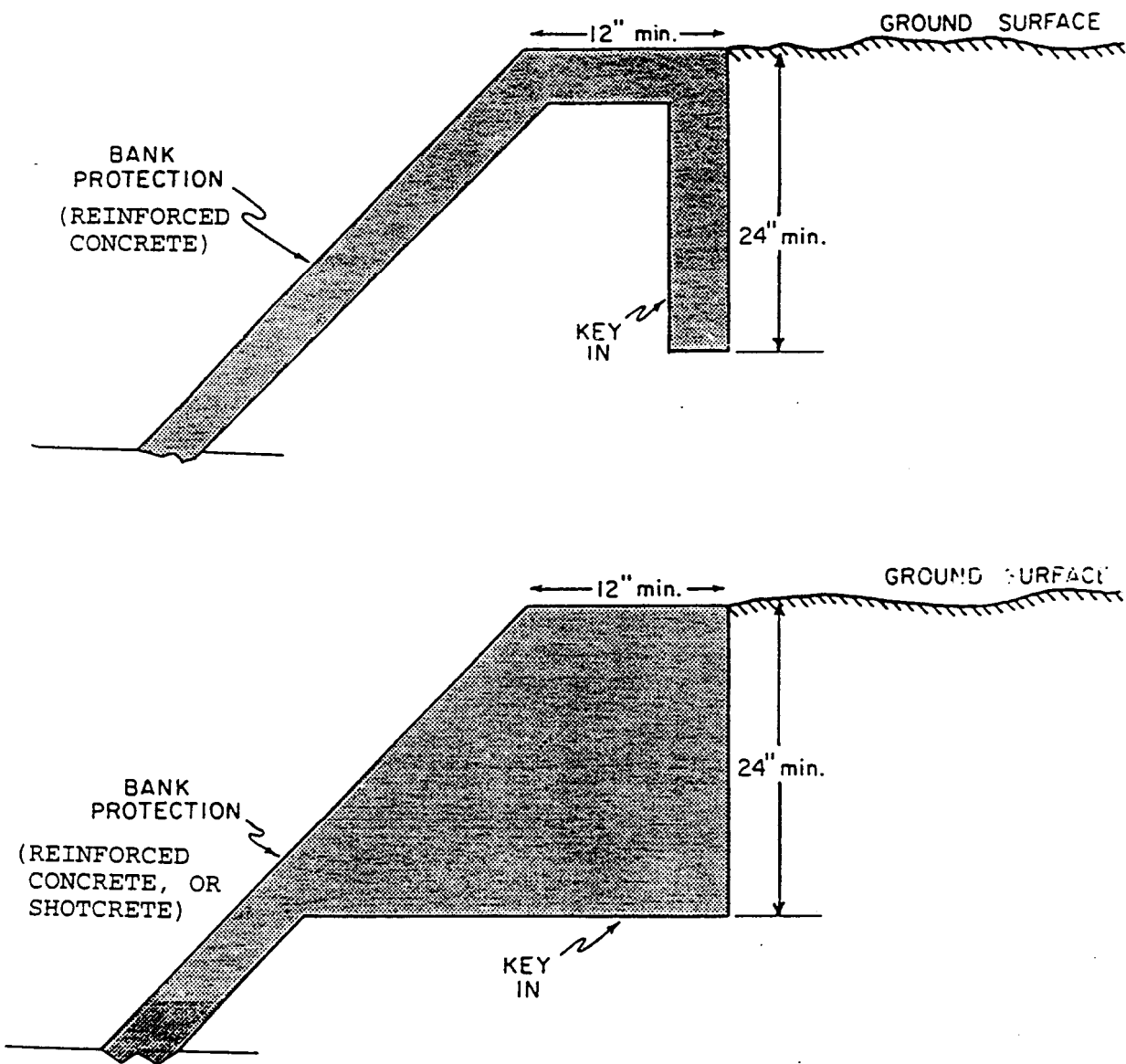


Figure 4-6: Concrete Lined Channels: Typical Key-Ins

Source: Simmons, Li and Associates, 1988

4.5. MANNING'S ROUGHNESS COEFFICIENTS

The Manning's 'n' value is an important variable in open channel design. Variations to the roughness coefficient significantly affect discharge, depth of flow, and velocity estimates. Care and sound engineering judgement must be exercised in the selection process. Factors which should be considered in the selection process are:

1. The physical roughness of the bottom and sides of the channel
2. The value of 'n' depends on the height, density, type of vegetation, and how the vegetation affects the flow through the channel. The 'n' value may increase in the Spring/Summer and diminish in Fall/Winter.
3. Channel shape variations, such as abrupt changes in channel cross sections or alternating small and large cross-sections, will require somewhat larger 'n' values than normal.
4. A significant increase in the 'n' value is possible if severe meandering occurs in the channel alignment. Meandering becomes more important when frequent changes in the direction of the curve occur with relatively small radii of curvature.
5. Active channel erosion or sedimentation will tend to increase the 'n' value, since these processes may cause variations in the shape of the channel. The potential for future erosion or sedimentation in the channel should also be considered.
6. Obstructions, such as log jams or deposits of debris, will increase the 'n' value. The level of this increase will depend on the number, type, and size of the obstruction(s).
7. To be conservative, it is better to use a higher resistance for capacity calculations and a lower resistance for stability calculations. Sensitivity studies may be important.
8. Due to floodplain vegetation, the 'n' value may vary with the depth of flow.

All of the above factors should be considered with respect to the type of channel, degree of maintenance, seasonal requirements, etc. as a basis for making a determination of an appropriate design 'n' value. The probable condition of the channel when the design event will occur should be considered. Values representative of a newly constructed channel are rarely appropriate as a basis for design capacity calculations.

For roughness coefficients for composite channels, refer to Chow, *Open Channel Hydraulics*, 1959.

Recommended Manning's 'n' values for use in open channel design and analysis are shown in Tables 4-5 and 4-6. For more information refer to the *Guide For Selecting Mannings Roughness Coefficients For Natural Channels and Floodplains*, FHWA-TS-84-204, 1984 or Chow, 1959.

TABLE 4-5: MANNING'S ROUGHNESS COEFFICIENTS (n)

ARTIFICIAL CHANNELS

<u>Category</u>	<u>Lining Type</u>	<u>FLOW DEPTH</u>		
		<u>0-0.5 ft</u>	<u>0.5-2.0 ft</u>	<u>> 2.0 ft</u>
Rigid	Concrete	0.015	0.013	0.013
	Grouted Rip-rap	0.040	0.030	0.028
	Stone Masonry	0.042	0.032	0.030
	Soil Cement	0.025	0.022	0.020
	Asphaltic Concrete	0.018	0.016	0.016
Unlined	Bare Soil	0.023	0.020	0.020
	Rock Cut	0.045	0.035	0.025
Temporary ¹	Woven Paper Net	0.016	0.015	0.015
	Jute Net	0.028	0.022	0.019
	Fiberglass Roving	0.028	0.022	0.019
	Straw with Net	0.065	0.033	0.025
	Curled Wood May	0.066	0.035	0.028
	Synthetic Mat	0.036	0.025	0.021
Gravel Riprap	1-inch D ₅₀	0.044	0.033	0.030
	2-inch D ₅₀	0.066	0.041	0.034
Rock Riprap	6-inch D ₅₀	0.104	0.069	0.035
	12-inch D ₅₀	-----	0.078	0.040

Values listed are representative values for their respective depth ranges. Manning's roughness coefficients vary with flow depth.

¹Some "temporary" linings become permanent when buried.

Source: USDOT, HEC-15, 1988.

TABLE 4-6: UNIFORM FLOW VALUES OF ROUGHNESS COEFFICIENT (n)

<u>TYPE OF CHANNEL AND DESCRIPTION</u>	<u>MINIMUM</u>	<u>NORMAL</u>	<u>MAXIMUM</u>
EXCAVATED OR DREDGED			
Earth, straight, uniform	0.016	0.018	0.020
Clean, recently completed	0.018	0.022	0.025
Clean, after weathering	0.022	0.025	0.030
Gravel, uniform section, clean	0.022	0.027	0.033
Earth, winding and sluggish			
No vegetation	0.023	0.025	0.030
Grass, some weeds	0.025	0.030	0.033
Dense weeds/plants in deep channels	0.030	0.035	0.040
Earth bottom, rubble sides	0.025	0.030	0.035
Stony bottom, weedy sides	0.025	0.035	0.045
Cobble bottom, clean sides	0.030	0.040	0.050
Dragline excavated or dredged			
No vegetation	0.025	0.028	0.033
Light brush on banks	0.035	0.050	0.060
Rock cuts			
Smooth and uniform	0.025	0.035	0.040
Jagged and irregular	0.035	0.040	0.050
Unmaintained channels, weeds/brush uncut			
Dense weeds, high as flow depth	0.050	0.080	0.120
Clean bottom, brush on sides	0.040	0.050	0.080
Same, highest stage of flow	0.045	0.070	0.110
Dense brush, high stage	0.080	0.100	0.140
NATURAL STREAMS			
Minor streams (top width @ flood stage < 100')			
Streams on Plain			
Clean, straight, full stage, no rifts or deep pools	0.025	0.030	0.033
Same, more stones and weeds	0.030	0.035	0.040
Clean, winding, some pools and shoals	0.033	0.040	0.045
Same, some weeds and stones	0.035	0.045	0.050
Same, lower stages, more ineffective slopes and sections	0.040	0.048	0.055
Sluggish reaches, weedy, deep pools	0.050	0.070	0.080
Very weedy reaches, deep pools, or floodways w/heavy stands of timber and underbrush	0.075	0.100	0.150

Table 4-6 continued.

Mountain streams, no vegetation in channel, banks usually steep, trees and brush along banks submerged at high stages			
Bottom: gravel, cobbles, few boulders	0.030	0.040	0.050
Bottom: cobbles W/large boulders	0.040	0.050	0.070
Floodplains			
Pasture, no brush			
Short grass	0.025	0.030	0.035
High grass	0.030	0.035	0.050
Brush			
Scattered brush, heavy weeds	0.035	0.050	0.070
Light brush, trees, in winter	0.035	0.050	0.060
Light brush, trees, in summer	0.040	0.060	0.080
Medium to dense brush, in winter	0.045	0.070	0.110
Medium to dense brush, in summer	0.070	0.100	0.160
Trees			
Dense willows, summer, straight	0.110	0.150	0.200
Cleared land, tree stumps, no sprouts	0.030	0.040	0.050
Same, heavy growth of sprouts	0.050	0.060	0.080
Heavy stand of timber, few down trees, flood stage below branches	0.080	0.100	0.120
Same, flood stage above branches	0.100	0.120	0.160
Major streams (top width > 100').			
Regular section w/no boulders or brush	0.025	-----	0.060
Irregular and rough section	0.035	-----	0.100

Source: Chow, V.T., 1959

CHAPTER 5: CULVERTS AND BRIDGES

The purpose of this chapter is to present policies and criteria for the design and construction of roadway culverts. The culvert design procedures presented in this chapter are based on FHWA Hydraulic Design Series No. 5 (HDS-5), *Hydraulic Design of Highway Culverts*, 1985. HDS-5 design procedures should be used to expedite the review and approval of culvert designs.

Culverts are typically used to convey stormwater through an embankment or may serve as the primary outlet for detention facilities. Culverts are typically aligned with natural washes, watercourses, or open channels which serve as the primary outfall for local and regional drainageways. The design of culverts is influenced by purpose, hydraulic efficiency, site topography, effects on adjacent property, and cost. Bridges are typically not practical or warranted for most roadway crossings in the Flagstaff area, however bridge design criteria is presented in this chapter.

5.1. POLICIES

- a. All culverts shall be hydraulically designed to determine whether inlet and outlet control conditions govern for the design storm discharge(s).
- b. Culverts shall be used where:
 1. bridges are not hydraulically required,
 2. debris and ice are tolerable, and
 3. they are more economical than a bridge structure.

Bridges shall be used:

1. where culverts cannot be used,
2. where more economical than a culvert,
3. to satisfy land use requirements,
4. to mitigate environmental harm caused by a culvert and fill,
5. to avoid floodway encroachments, and
6. to accommodate ice and large debris.

Bridge structures will require special design and review considerations as approved by the Stormwater Manager.

- c. Culverts shall be located and designed to present a minimum hazard to traffic, persons, and property. Projecting ends shall not be permitted for culverts intended to become public.

- d. Survey and resource information should include topographic features, channel characteristics, aquatic life, riparian habitat, highwater information, existing structures, and other related site specific information, as applicable.
- e. Roadway culverts shall be designed to accommodate debris or proper provisions shall be made for debris maintenance. Where practicable, some means shall be provided for personnel and equipment access to facilitate maintenance.
- f. Material selection shall include consideration of service life, hydraulic efficiency, and maintenance and shall not be made using first cost as the sole criteria.
- g. Low water or at-grade, dip crossings of FEMA designated/mapped washes or other riverines are not permitted for public or private roadways which serve as the primary access to a development or single family residence.
- h. Culvert or bridge crossings of FEMA designated/mapped washes shall be analyzed with HEC-2 Water Surface Profiles or HEC-RAS. It must be demonstrated and certified by the engineer that there will be no significant increases on the base flood elevations(s) and/or limits upstream or downstream of the crossing.
- i. Erosion control measures may be required in all construction plans, as determined by the Stormwater Manager. These measures shall include, but not be limited to silt boxes, straw silt barriers, filter cloth, temporary silt fences, and check dams to minimize pollution of streams and damages to wetland areas.

5.2. CULVERT DESIGN CRITERIA

Performance curves shall be developed for all public culverts for evaluating hydraulic capacity versus various headwater depths, outlet velocities, and scour depths.

The culvert length and slope shall be chosen to approximate existing topography, and to the degree practicable, the culvert shall be aligned with the channel bottom and the skew angle of the watercourse.

Multiple barrel culvert crossings should fit onto the natural channel cross-section with minimal widening of the channel so as to avoid conveyance loss and sediment deposition. Multiple barrel culverts shall be avoided where the approach velocity is high, particularly supercritical, to avoid adverse hydraulic jump effects.

The minimum velocity through a culvert should be three (3) feet per second when the culvert is flowing partially full. The maximum allowable velocity for corrugated metal pipe should not exceed

twenty (20) feet per second.

5.2.1. Design Storm Criteria

Roadway culverts shall be designed to convey the following frequency flows without roadway overtopping:

- Local Streets..... 25-year
- Collector/Arterial Streets..... 50-year
- FEMA Mapped Watercourses 100-year

The weir flow depth for the 100-year design storm shall be limited to 0.5 feet or less for roadways serving as secondary access to a development or subdivision.

Public roadway culvert or bridge crossings of riverine areas with a contributing watershed greater than 1/4 square miles should be designed to convey the 100-year peak discharge with no roadway overtopping. Bridge crossings for all other types of roadway classifications and crossings shall be designed for the 50-year storm event at a minimum.

Private streets or accesses crossing public drainage ways or FEMA designated floodplains shall be designed to convey the channel design discharge or the 100-year discharge whichever is greater.

Public facilities such as underpasses, depressed roadways, etc. where no overflow relief is available shall be designed for the 50-year event.

At-grade, dip crossings which serve as the primary access to a development are not permitted. Secondary access crossings of broad shallow washes, where installation of a culvert or bridge is impractical, may be dipped to allow the entire flow to cross the roadway. The pavement section must have a one-way cross slope in the direction of flow without raised curbs or medians. Cut-off walls and aprons will be required on both the upstream and downstream edges on the pavement to prevent headcutting and erosion.

5.2.2. Skewed Culverts

Culverts should be designed to closely conform to the natural stream in alignment, slope, and width, whenever possible. As a result, culverts are often skewed with respect to the roadway centerline. The culvert skew angle shall not exceed forty-five (45) degrees as measured from a line perpendicular to the roadway centerline.

Headwalls and wingwalls are required on all skewed culverts. Alterations of the normal inlet

configuration are generally required due to culvert skew. Inlets are often skewed with respect to the centerline of the culvert so that the headwalls are parallel to the roadway centerline to avoid warping of the roadway embankment fill. Figure 5-1 illustrates typical skewed headwall and wingwall configurations.

5.2.3. Headwater and Tailwater Conditions

5.2.3.1. Allowable Headwater

The allowable headwater (HW) is the depth of water that can be ponded at the upstream end of a culvert and shall be limited to one or more of the following parameters:

1. No damage or inundation to upstream property;
2. No greater than the low point in the road grade;
3. Equal to the elevation where flow diverts around the culvert; or
4. For culverts with cross-sectional area equal to or less than 30 sq. ft. - $HW/D \leq 1.5$; and for culverts with cross-sectional area greater than 30 sq. ft. - $HW/D \leq 1.2$.

A submerged inlet occurs when the headwater is greater than 1.2 times the pipe diameter (D). The ponded headwater elevation should be evaluated and plotted on the public improvement plans to ensure adequate drainage easement is reserved and flooding of adjacent property or buildings will not occur for the design storm.

5.2.3.2. Tailwater Relationship

A submerged outlet occurs where the tailwater elevation is higher than the crown of the culvert. For design purposes, downstream conditions which result in high tailwater should be avoided if possible.

A free outlet has a tailwater equal to or lower than critical depth. For culverts having free outlets, lowering the tailwater has no effect on the discharge or the backwater profile upstream of the tailwater.

The tailwater depth may be computed as the highest value of the following criteria:

1. The normal depth in the downstream channel for subcritical flow regimes;
2. The critical depth and equivalent hydraulic grade line if the outlet is operating with a free outfall;
3. The high water elevation that has the same design frequency if outlet is a detention basin, channel, or other body of water; or
4. The quantity $(d_c + D)/2$; where d_c = critical depth (ft.), and D = pipe diameter (ft.)

If culverts are placed in close proximity to each other, the headwater of the downstream culvert may influence the tailwater depth of the upstream culvert. It may be necessary to use the headwater

elevation of a nearby downstream culvert if it is greater than the tailwater depth of the upstream culvert or normal depth in the channel.

5.2.4. Inlet and Outlet Treatment

5.2.4.1. Inlets

Culvert inlets shall match the geometry of the roadway embankment whenever possible. In order to reduce headwater elevations, improve inlet capacity, and prevent damage to roadway embankments and culvert ends, the use of concrete headwalls and wingwalls, side or slope tapered inlets, and beveled edges may be required.

Commercial end sections are permitted on culverts 36" in diameter or less, if the design headwater is acceptable and other embankment protection measures are used. Concrete headwalls are required on all public culverts greater than 36" in diameter. Typical headwall and wingwall configurations are illustrated in Figure 5-1. Details of beveled edge, side tapered, and slope tapered inlets are illustrated in Figure 5-2a, 5-2b, and 5-2c respectively. Entrance loss coefficients (K_e) used for culvert design and analysis are given in Table 5-1.

Aprons may be required if high headwater depths are encountered or the approach velocity in the channel will cause scour. Aprons shall extend at least one pipe diameter beyond the pipe invert and shall not protrude above the normal channel or streambed elevation.

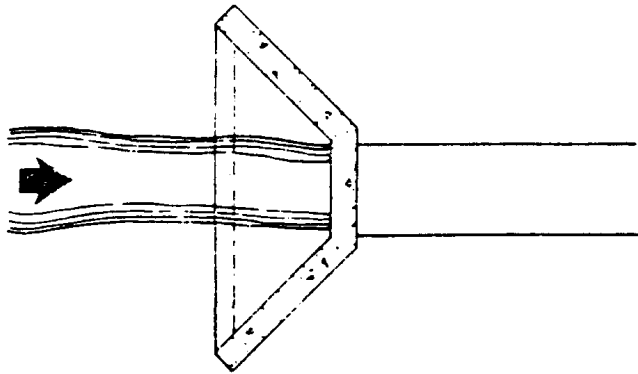
Concrete headwalls and aprons shall be constructed in accordance with MAG Standard Details and/or Arizona Department of Transportation, Highways Division, Structures Section Standard Drawings.

Metal pipe culverts with a span or diameter greater than 48 inches shall have a cut-off wall where the outlet velocity and downstream bed material may result in local scour.

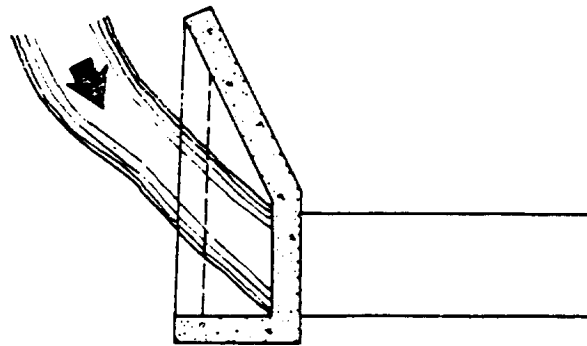
Improved inlets shall only be considered for culverts which operate under inlet control. Information and design procedures for improved inlets can be found in FHWA, *Structural Design Manual For Improved Inlets And Culverts*, 1983 or HDS-5.

Inlet riprap protection for commercial end sections shall extend around and over the top of the inlet a minimum of two (2) feet. Roadways designed for overtopping will require additional slope protection for the upstream and downstream spillway sections.

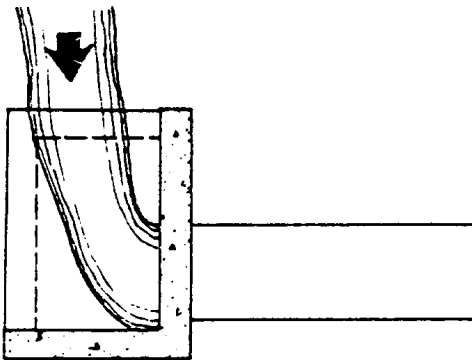
The use of drop inlets on culverts is discouraged due to problems associated with sediment and plugging of grate inlets. Drop inlets shall only be used when the upstream channel sides and bottom are bank protected and significant sediment loads are not anticipated. It should be noted that HDS-5 inlet control nomographs do not apply to drop inlets since the additional losses caused by the plunging flow are not accounted for. In this case, the analysis for a storm drain inlet should be used.



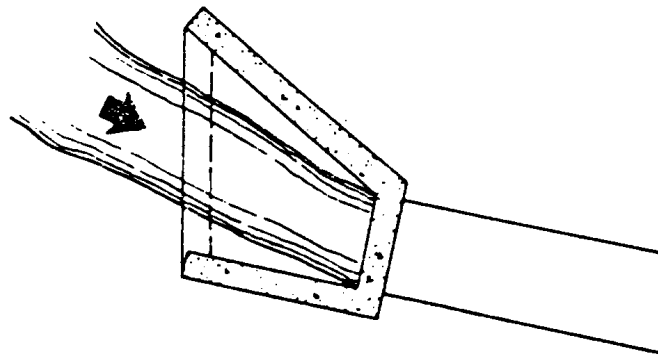
FLOW NORMAL TO EMBANKMENT



FLOW SKEWED TO EMBANKMENT



FLOW PARALLEL TO EMBANKMENT



FLOW AND CULVERT SKEWED TO EMBANKMENT

Figure 5-1: Headwall and Wingwall Configurations

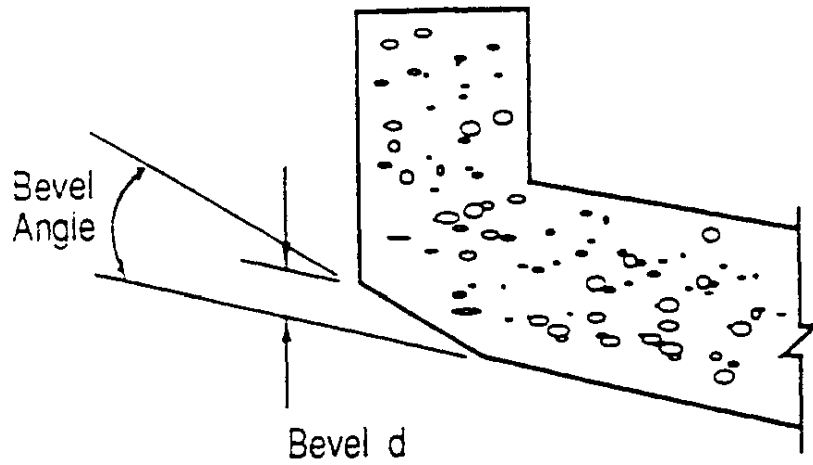


Figure 5-2a: Beveled Edge Detail

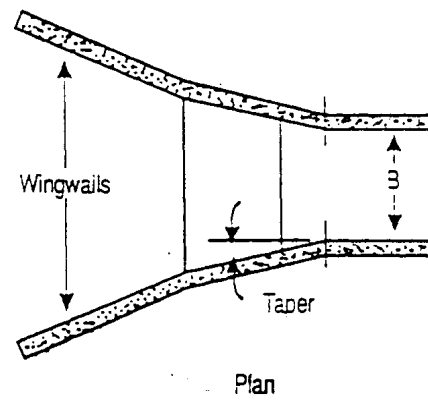
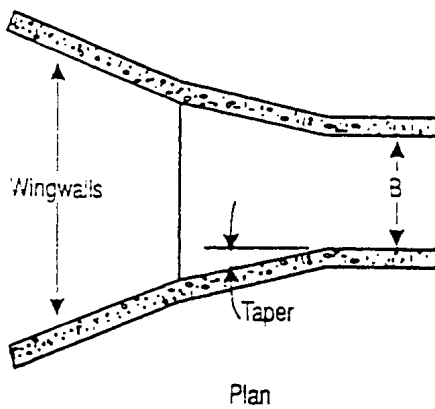
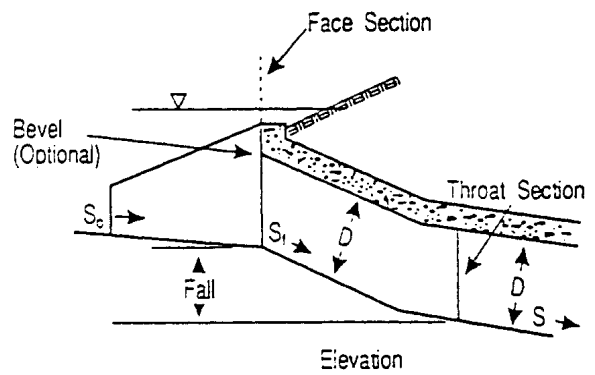
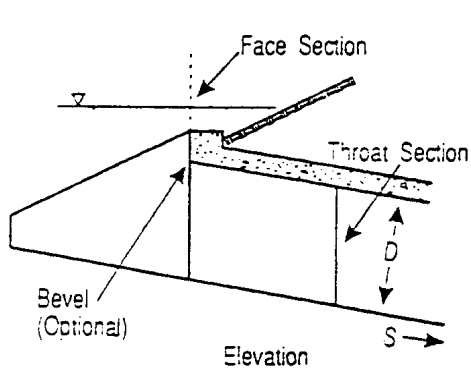


Figure 5-2b: Side Tapered Inlet

Figure 5-2c: Slope Tapered Inlet

Source: FHWA, HDS-5, 1985

TABLE 5-1: ENTRANCE LOSS COEFFICIENTS

<u>TYPE OF STRUCTURE AND ENTRANCE DESIGN</u>	<u>COEFFICIENT, K_e</u>
<u>Pipe, Concrete:</u>	
Mitered to conform to fill slope	0.7
Projecting from fill, sq. cut end	0.5
Projecting from fill, socket end (grooved end)	0.2
Headwall or headwall w/wingwalls	
Socket end	0.2
Square edged	0.5
Rounded (radius = 1/12D)	0.2
Manufactured end section conforming to slope	0.5
Beveled edges, 33.7° or 45° bevels	0.2
Side or slope tapered inlet	0.2
<u>Pipe, or Pipe-Arch, Corrugated Metal:</u>	
Projecting from fill (no headwall)	0.9
Mitered to conform to fill slope, paved or unpaved slope	0.7
Headwall or headwall w/wingwalls, square edged	0.5
Manufactured end section conforming to slope	0.5
Beveled edges, 33.7° or 45° bevels	0.2
Side or slope tapered inlet	0.2
<u>Box, Reinforced Concrete:</u>	
Headwall parallel to embankment (no wingwalls)	
Square-edged on 3 edges	0.5
Rounded on 3 edges to radius 1/12 barrel dimension, or beveled top edge	0.2
Wingwalls at 30° to 75° to barrel;	
Square edged at crown	0.4
Crown edge rounded to radius of 1/12 barrel dimension, or beveled top edge	0.2
Wingwall at 10° to 25° to barrel	
Square-edged at crown	0.5
Wingwalls parallel (extension of sides)	
Square-edged at crown	0.7
Side or slope tapered inlet	0.2

Source: USDOT, FHWA, HDS-5, 1985

5.2.4.2. Buoyancy Protection

Buoyancy or flotation is the phenomenon by which a culvert fails due to uplift forces. The buoyancy force is produced by high head on the outside of the culvert and a region of low pressure on the inside of the inlet caused by flow separation. This results in a bending moment exerted on the end of the culvert. This typically occurs on culverts under high head, on steep slopes, with projecting or mitered inlets, with debris blockage, with damaged inlets, or on large culvert skews. Large projecting or mitered corrugated metal pipe culverts are most susceptible to buoyancy. Concrete headwalls, slope paving or other means of anchoring shall be considered for all flexible culverts, particularly when embankment fill heights are less than 1.5 times the pipe diameter or fill slopes are flatter than 1H:1V. Rigid pipes susceptible to separation at the joints should be protected with tie bars. It is recommended to limit the headwater depth to 1.5 times the culvert height to help prevent buoyancy.

5.2.4.3. Outlets

The design of culvert outlets shall be based on structural considerations to protect the culvert outlet and embankment from local scour, bank sloughing, and general channel degradation, rather than hydraulic efficiency. Headwalls are required on all public culvert outlets (see *Inlets* section).

The maximum velocity at the culvert outlet shall be consistent with the velocity in the natural channel. Appropriate protection shall be considered when outlet velocities are between 4.0 and 15 ft/sec. Recommended outlet treatments are shown in Table 5-2.

Outlet velocities greater than 15 ft/sec shall be mitigated with energy dissipation as outlined in Chapter 11 of this manual.

TABLE 5-2 OUTLET PROTECTION MEASURES

<u>OUTLET VELOCITY LEVEL OF PROTECTION</u>	
Less than 4 fps	No protection required
4 to 10 fps	Dumped rock riprap apron
10 to 15 fps	Wire tied rock riprap ¹
Greater than 15 fps	Energy Dissipator

¹ It is recommended to use a concrete energy dissipator or increase the culvert size if velocities are greater than ten (10) feet/second.

5.2.4.4. Riprap Apron Design Procedure

Typical riprap aprons, as illustrated in Figure 5-3, are suitable for use with outlet velocities not exceeding ten (10) feet per second.

The following procedure is based on criteria developed for the U.S. Environmental Protection Agency, 1976. The riprap outlet protection configuration used in this procedure is illustrated in Figure 5-4.

Referring to Figure 5-4, the apron length (L_a) is computed by:

$$L_a = (1.8Q / D^{1.5}) + 7D \quad \text{for } TW < 0.5D \quad (5.1)$$

and,

$$L_a = (3Q / D^{1.5}) + 7D \quad \text{for } TW \geq 0.5D \quad (5.2)$$

where: Q = design discharge, ft/s
 D = maximum inside culvert width, ft
 TW = tailwater depth, ft

Where there is no well defined channel downstream of the culvert apron, the width (W_a) of the downstream end of the apron is computed as follows:

$$W_a = 3D + L_a \quad \text{for } TW < 0.5D \quad (5.3)$$

and,

$$W_a = 3D + 0.4L_a \quad \text{for } TW \geq 0.5D \quad (5.4)$$

The width of the upstream end of the riprap apron at the culvert outlet should be at least three (3) times the culvert width (D).

The median riprap apron rock size (D_{50}) can be computed by the following equation:

$$D_{50} = [0.02 (Q)^{4/3}] / [TW (D)] \quad (5.5)$$

5.2.4.5. Safety Considerations

During design and construction, culvert entrances may require safety precautions to protect life, health, traffic, and adjacent property. This may include the use of safety measures such as fencing, handrails, guard rails, warning signs, and safety/trash racks to limit or deter access by the public.

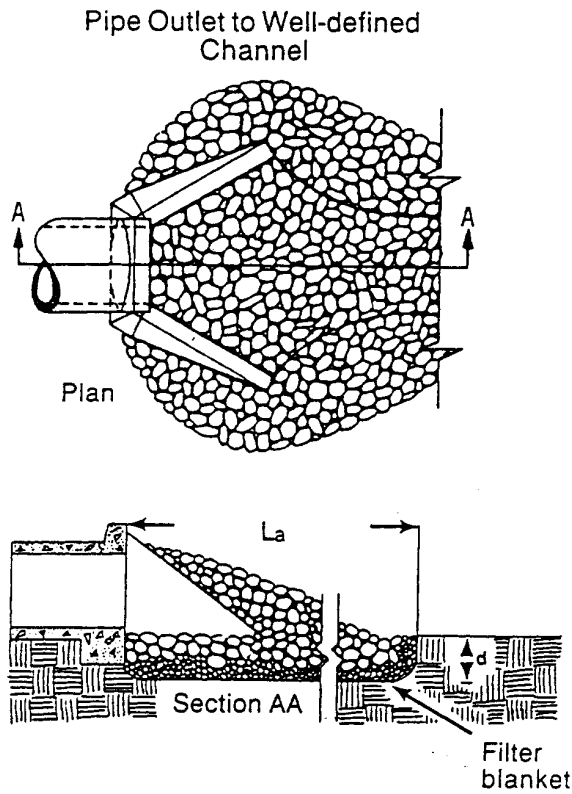
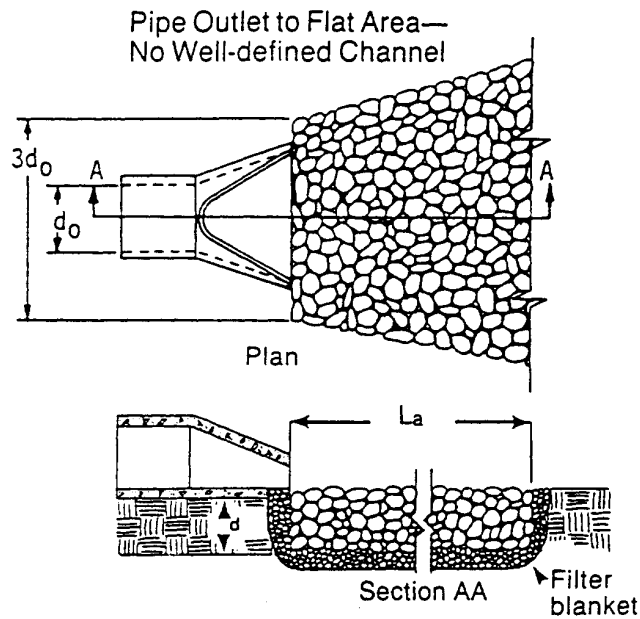


Figure 5-3: Riprap Outlet Protection
Source: North Carolina Erosion and Sediment Control Manual

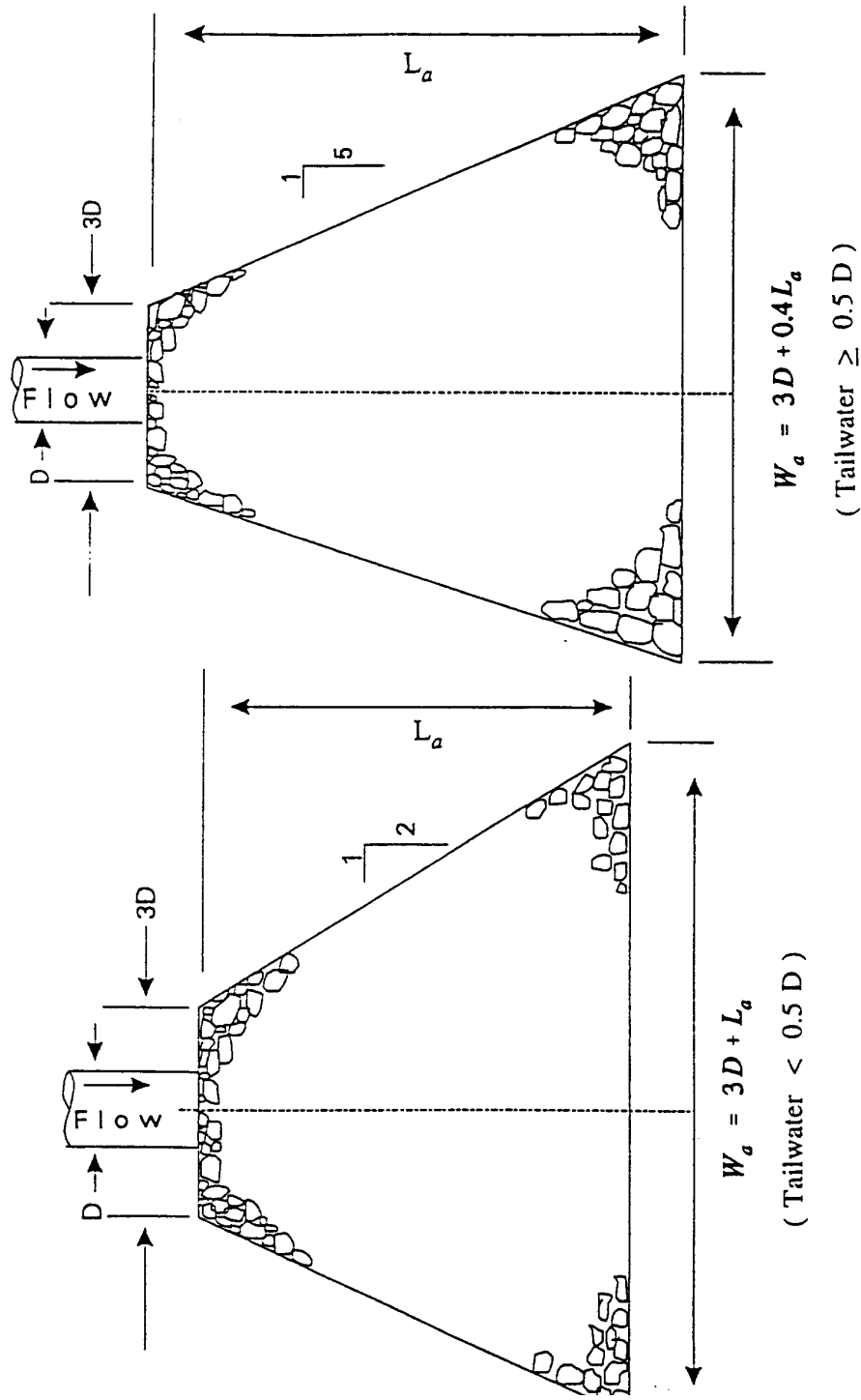


Figure 5-4: Conduit Outlet Protection Detail
 Source: U.S. Environmental Protection Agency, 1976

Traffic should be protected from culvert ends as follows:

1. Small culverts (24" in diameter or less) can use a commercial end section or a sloped concrete wingwalls.
2. Culverts greater than 24" in diameter shall receive one of the following treatments:
 - a. be extended to the appropriate "clear zone" distance per AASHTO Roadside Design Guide.
 - b. Safety treated with a grate if the consequences of clogging and causing a potential flood hazard is less than the hazard of vehicles impacting an unprotected end. If a grate is used, an open area shall be provided between the bars of 1.5 to 3.0 times the area of the culvert entrance.
 - c. Shielded with a guard rail if the culvert is very large, cannot be extended, has a channel which cannot be safely traversed by a vehicle, has significant flooding hazard with a grate, or has headwalls which protrude 6" or higher above driving surface within the "clear zone".

5.2.4.6. Debris Control

Debris control should be designed using FHWA, Hydraulic Engineering Circular No. 9, *Debris-Control Structures* and shall be considered for the following conditions:

1. Where experience or physical evidence indicates the watercourse will transport a heavy volume of controllable debris, particularly in urbanized areas,
2. For culverts located in mountainous or steep regions,
3. For culverts that are under high fills, and
4. Where maintenance access is limited.

It is recommended, however, that increasing the pipe size be used as an alternative to grates (this does not apply to detention basin outlet pipes).

5.2.5. Culvert Material and Installation

5.2.5.1. Material Selection

The material selected for culverts should be based on service life, durability, structural strength, hydraulic efficiency, bedding conditions, abrasion and corrosion resistance, and joint tightness. Acceptable materials for culverts intended to be public are:

- Corrugated Metal Pipe (CMP).
- Helical Corrugated or Spiral Rib Metal Pipe per MAG Section 760.3.
- Rubber Gasket Reinforced Concrete Pipe (RGRCP) - bell or groove and spigot or tongue.

- Reinforced Concrete Box Culvert (RCBC) per Section 5.2.5.2.

All metal pipe culverts shall be a minimum of 14 gauge, Aluminized Steel Type 2 pipe. Thicker gauge pipe may be warranted with increases in fill height per manufacturers recommendations.

Joints on metal pipe culverts, if required, shall be either rivet lap joint construction (annular corrugations) or continuous lock or welded seam (helical corrugations) and wrapped with non-woven geotextile filter fabric or "O" ring gaskets.

5.2.5.2. Reinforced Concrete Box Culverts

Reinforced Concrete Box Culverts (RCBC) shall be constructed in accordance with the ADOT Reinforced Concrete Box Culvert Manual (31-019), 1994 as revised; the ADOT Division of Highways Standard Drawings; and the following additional criteria:

1. Precast box sections shall meet ASTM C850.
2. The minimum acceptable RCBC height is three (3) feet for public facilities, however, four (4) feet is preferred due to maintenance concerns.
3. All RCBC shall have inlet cut off walls and an appropriately designed outlet cut-off wall, four (4) feet minimum.
4. Joints shall be smooth, sealed with butyl rubber or asphaltic mastic, and wrapped with a minimum one (1) foot wide nonwoven geotextile fabric.

Non-standard box culvert sizes may require special structural design.

5.2.5.3. Culvert Sizes and Shape

Minimum diameter for public roadway culverts shall be eighteen (18) inches or equivalent arch pipe. Twelve (12) inch diameter pipes are permissible for private residential driveway crossings when adequate cover cannot be maintained.

Selection of minimum pipe size should also account for potential blockage from debris and sediment deposition (this does not apply to detention facility outlet structures).

Circular cross-sections are preferred, however, the use of arch or oval shapes is permitted only if dictated by hydraulic limitations, site characteristics, structural criteria, or environmental concerns.

5.2.5.4. Cover Requirements

Both minimum and maximum cover limits must be considered in the design of roadway culverts. Minimum cover limits are established to ensure the culvert's structural stability under live and impact

loads. Dead loads become the controlling factor with increases in fill height. Procedures for analyzing loads on buried conduit are outlined in the *Handbook of Steel Drainage and Highway Construction Products* and the *Concrete Pipe Design Manual*, latest editions respectively.

The minimum allowable cover for culverts 18 to 36 inches in diameter shall be one (1) foot from top of pipe to top of subgrade or top of finish grade if no subgrade is present. For culverts greater than 36 inches in diameter, minimum cover should be 30% of the culvert diameter, if possible. The top of any culvert should never extend above the roadway subgrade into the roadway street section.

5.3. CULVERT DESIGN PROCEDURE

Culvert design shall be in accordance with the procedures given in the Federal Highway Administration (FHWA) Hydraulic Design Series Number 5 (HDS-5), *Hydraulic Design of Highway Culverts*. The nomographs used in HDS-5 are based on inlet control and are considered to be accurate to within about 10 percent in determining the required inlet control headwater (FHWA 1985). These nomographs were computed assuming a culvert slope of two (2) percent. For different culvert slopes, the nomographs are less accurate because inlet control headwater changes with slope.

Computer programs used for culvert design and analysis should be fully HDS-5 compliant. The HY-8 computer program is also acceptable for culverts analysis.

Inlet or outlet control must be determined to properly design a culvert. Because Manning's Equation assumes uniform, steady flow, it should not be used to design culverts due to the rapidly varied flow conditions associated with culvert hydraulics.

The following procedure is based primarily on HDS-5 and uses the Culvert Design Form (the "Form") in Figure 5-5. This form is based on earlier versions published by the FHWA (1965) and the Arizona Department of Transportation (1973).

- Step 1. Summarize the design discharge, tailwater height, drainage basin area, stream slope and general channel shape under the heading Hydrologic Data on the Form.
- Step 2. Select a preliminary culvert shape, size, material, and entrance type under the heading Culvert Description on the Form. Enter the total design flow (Q) and flow per barrel (Q/N) in Rows 1 and 2 respectively.
- Step 3. Evaluate Inlet Control:
 - a. Using the nomographs on Figures 5-6 through 5-9, locate the culvert size and flow rate on the appropriate scales. Nomographs for less common culvert shapes and materials can be found in FHWA HDS-5, HEC-5, HEC-10, or HEC-13 publications.

- b. Extending a line from the culvert size through the design flow rate, determine the appropriate headwater/culvert-height (HW/D) based on entrance type from Scales 1, 2, & 3. Enter HW/D into Row 3 on the Form.
- c. Multiply HW/D by the culvert height to obtain the required headwater (HW). If the approach velocity is negligible, or if it is intentionally disregarded by the designer, the headwater at the inlet (HW_i) equals the HW computed from the HW/D ratio. If approach velocity is considered, subtract the approach velocity head ($V_i^2 / 2g$). Enter HW_i in Row 4.
- d. Evaluate if the inlet should be depressed (FALL) below the streambed in order to obtain the additional hydraulic head required to operate the culvert. Compute FALL using the formula given in Technical Footnote 3 on the Form. Note: When making this determination, the impacts of sedimentation must be considered, otherwise a larger size culvert may be required.

If FALL is negative or equals zero, set FALL equal to zero, and proceed to the next step. When FALL is positive and the culvert is under inlet control, the invert must be depressed below the streambed by this amount. If FALL is acceptable, enter FALL in Row 5 and proceed to the next step, however, if FALL is unacceptably large, select another culvert size and begin again at Step 3a.

- e. Compute the invert elevation (EL_{hi}) of the inlet control section with the formula given in Technical Footnote 4. Enter this elevation into Row 6.

Step 4. Evaluate Outlet Control:

- a. Determine the tailwater depth (TW) above the outlet invert by either normal depth for the design flow rate or backwater calculations (as appropriate) in the downstream channel and enter this depth in Row 7.
- b. From Figures 5-10 through 5-12, determine the critical depth (d_c) of flow in the culvert. For other culvert shapes, refer to HDS-5. Enter d_c into Row 8.

NOTE: If $d_c > 0.9D$, consult the *Handbook of Hydraulics* (Brater and King) for a more accurate d_c determination, if needed, since the curves are truncated where they converge.

- c. For tailwater elevations (TW) less than the crown of the culvert, calculate as $(d_c + D) / 2$, where D is the height of the culvert.

- d. Determine the depth from the outlet invert to the hydraulic grade line (h_0) by selecting the larger of either TW or $[(d_c + D)/2]$. Enter this value in Row 10.
- e. From Table 5-1 in this manual, obtain the appropriate entrance loss coefficient (K_e) for the proposed inlet configuration. Enter into Row 11.
- f. Compute the head loss (H) using the formula in Technical Footnote 7 when downstream channel velocity is neglected. See Tables 5-3 and 5-4 for Mannings 'n' values. If the downstream channel velocity is included in the analysis, then use Equation 5.6.

$$H = [(V^2/2g) - (V_d^2/2g)] + [K_e + (29n^2L/R^{1.33})] V^2/2g \quad (5.6)$$

where:	H	= head loss through culvert, feet,
	g	= acceleration due to gravity, 32.2 ft/sec ² ,
	V	= average velocity of flow in culvert barrel, ft/s
	V_d^2	= channel velocity downstream of the culvert, ft/s
	K_e	= entrance loss coefficient (Table 5-1),
	n	= Manning's roughness coefficient,
	L	= barrel length, feet,
	R	= hydraulic radius of the full culvert barrel, feet,
	R	= A/P
	A	= full cross-sectional area of flow, sq. ft.,
	P	= wetted perimeter of the culvert barrel, feet.

Enter headloss (H) in Row 12.

If the culvert has bends, junctions, or grates, Technical Footnote 7 or Equation 5.6 will not strictly apply. The engineer should refer to Chapter IV in HDS-5 for appropriate head loss parameters. Nomographs for evaluating headloss under outlet control can also be found in HDS-5.

- g. Calculate the required outlet control headwater (EL_{h_0}) which is defined in Technical Footnote 8. Enter into Row 13.

Step 5. Compare the headwater elevations computed for both inlet (HW_i) and outlet (EL_{h_0}) control. The higher of the two values is designated as the controlling headwater elevation. If the controlling headwater elevation is higher than the design headwater previously established, the potential for using an improved inlet configuration should be considered if the culvert is under inlet control, giving consideration to sedimentation. Refer to Chapter IV in HDS-5 for additional information on improved inlets. However, under outlet control, an improved inlet should not be considered. Instead the engineer should consider increasing the culvert size or adding

more barrels.

Step 6. Calculate the outlet velocity:

- a. For inlet control, determine the normal depth and velocity in the culvert from Manning's Equation. The velocity at normal depth is assumed to be equal to the outlet velocity (see Figure 5-13a).
- b. For outlet control, determine the area of flow at the outlet based on the culvert geometry and the following:
 1. Critical depth, if the tailwater is below critical depth,
 2. The tailwater depth, if the tailwater is between critical depth and the crown of the culvert outlet, and,
 3. The culvert height, if the tailwater is above the crown of the culvert outlet.

Once the flow area at the outlet is determined, the outlet velocity can be calculated by dividing the discharge in the culvert by the computed flow area (see Figure 5-13b).

Compare the culvert outlet velocity with the existing channel velocity to determine if outlet protection measures are required (see Section 5.2.3.2 of this Chapter).

- Step 7. Repeat the design process if necessary until an acceptable culvert configuration is determined. Once the culvert geometry is determined, it must fit into the roadway cross section. The culvert must have adequate cover; the culvert length should be close to the roadway right-of-way width; and the headwalls and wingwalls must be properly dimensioned.

If the selected culvert will not fit the site, return to the culvert design process and select another culvert and length. If neither improved inlets or flow routing are to be applied, document the design. An acceptable design should always be accompanied by a performance curve which depicts culvert behavior over a range of discharges.

TABLE 5-3: MANNING'S "n" VALUES FOR CULVERTS

<u>TYPE OF CONDUIT</u>	<u>WALL/JOINT DESCRIPTION</u>	<u>MANNING'S 'n'</u>
Concrete pipe	Good joints, smooth walls	0.013
	Good joints, rough walls	0.014 - 0.016
	Poor joints, rough walls	0.016 - 0.017
	Badly spalled	0.015 - 0.020
Concrete Box	Good joints, smooth finished walls	0.014 - 0.018
	Poor joints, rough, unfinished walls	0.014 - 0.018
Corrugated Metal Pipes and Boxes, Annular or 6 by 1 Helical Corrugations	2-2/3 by 1/2 inch corrugations	0.024 - 0.027
	1 inch corrugations	0.022 - 0.025
	5 by 1 inch corrugations	0.025 - 0.026
	3 by 1 inch corrugations	0.027 - 0.028
	6 by 2 inch corrugations	0.033 - 0.035
	9 by 2-1/2 inch corrugations	0.033 - 0.037
Spiral Rib Metal Pipe	3/4 by 3/4 inch recesses at 12 inch spacing, good joints	0.013
High Density Polyethylene Pipe (HDPE)		0.013

Source: USDOT, FHWA, 1985

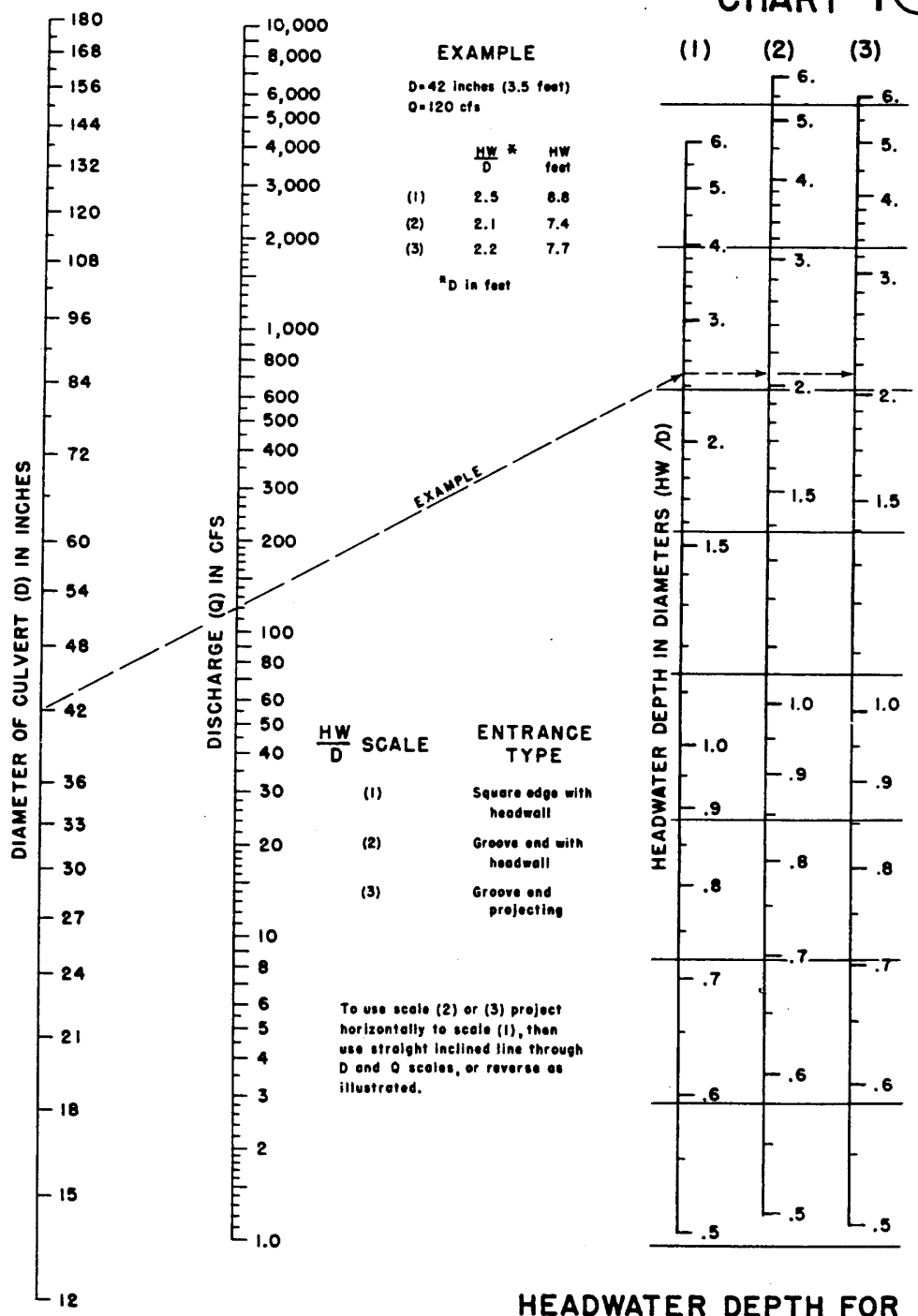
TABLE 5-4: MANNING'S "n" FOR CORRUGATED METAL PIPE

<u>TYPE OF PIPE</u>	<u>UNPAVED</u>
Annular 2.67" X 1/2" (All diameters)	0.024
Helical 1.5" X 1/4":	
8 inch dia.	0.012
10 inch dia.	0.014
Helical 2.67" X 1/2":	
12 inch dia.	0.011
18 inch dia.	0.014
24 inch dia.	0.015
30 inch dia.	0.017
36 inch dia.	0.018
42 inch dia.	0.019
48 inch dia.	0.020
54 inch dia. or greater	0.021
Annular 3" X 1" (all diameters)	0.027
Helical 3" X 1":	
36 inch dia.	0.022
42 inch dia.	0.022
48 inch dia.	0.023
54 inch dia.	0.023
60 inch dia.	0.024
66 inch dia.	0.025
72 inch dia.	0.026
78 inch dia.	0.027
Corrugations 6" X 2":	
60 inch dia.	0.033
72 inch dia.	0.032
120 inch dia.	0.030
180 inch dia.	0.028

Source: AISI, 1994

Note: In general, it is recommended that the annular resistance factors be used for corrugated metal pipes with helical corrugations unless certain specific design criteria are met. These criteria include: the conduit flows full; the conduit is circular in shape; there is no erosion resistant sediment build-up in the conduit; the conduit is greater than 20 diameters long; and the conduit is unlined. In most cases, culverts will not meet all of this criteria. However, charts are provided in "*Hydraulic Flow Resistance Factors for Corrugated Metal Conduits*," J.M. Norman, FHWA-TS-80-216, 1980. (Source: HDS-5)

CHART 1



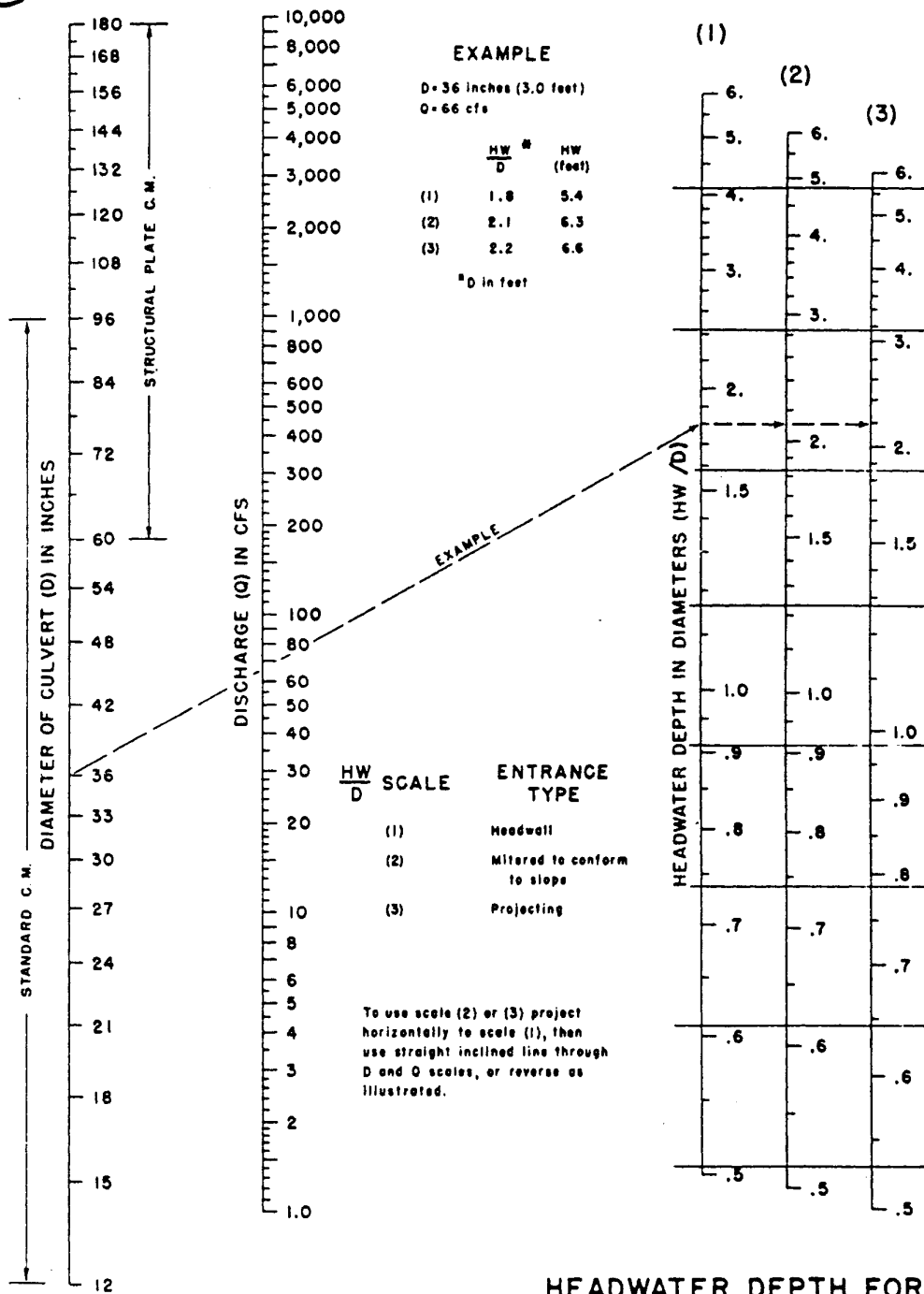
HEADWATER DEPTH FOR CONCRETE PIPE CULVERTS WITH INLET CONTROL

HEADWATER SCALES 283
 REVISED MAY 1964

BUREAU OF PUBLIC ROADS JAN. 1963

Figure 5-6
 Source: FHWA, HDS-5, 1985

CHART 2



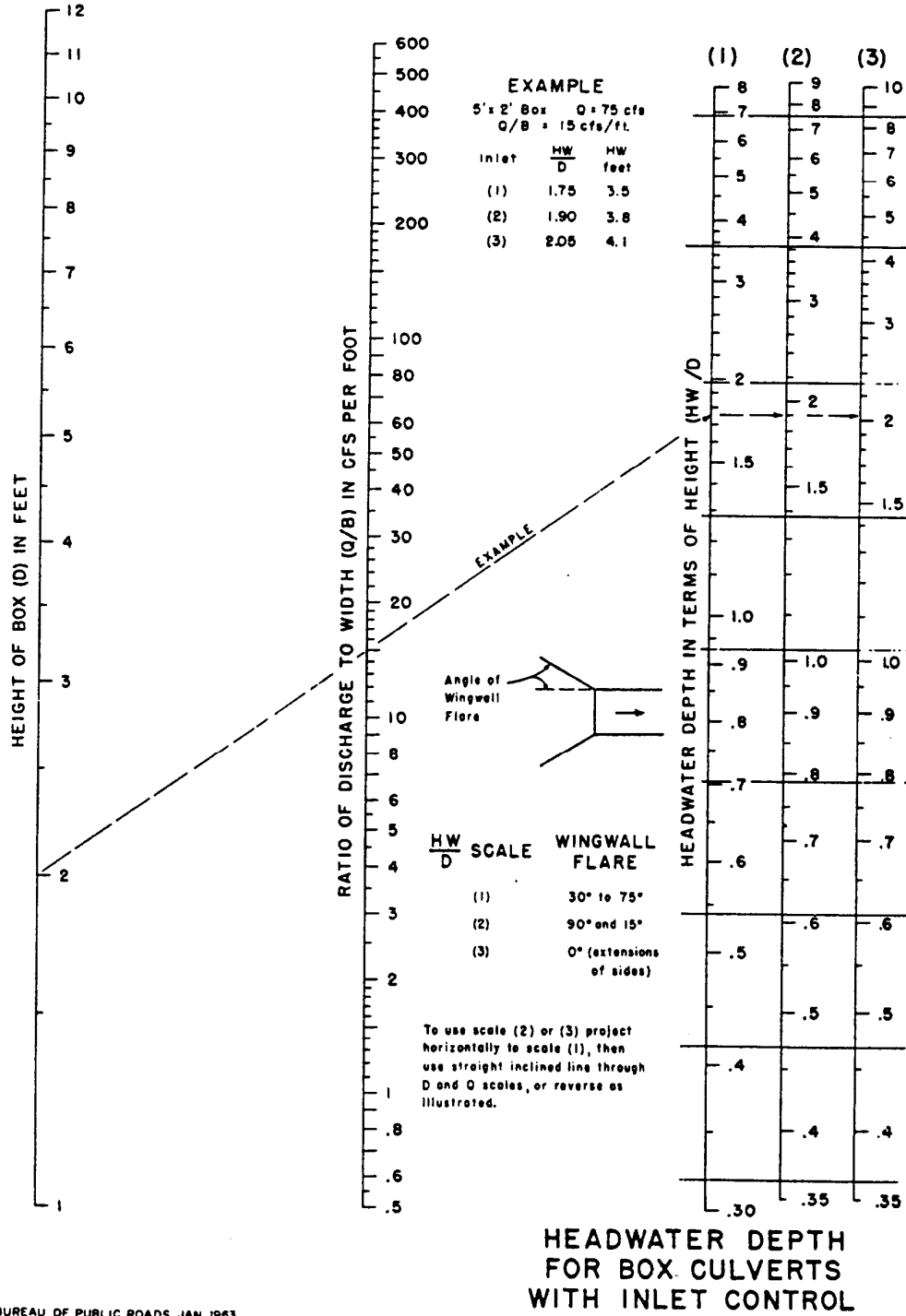
HEADWATER DEPTH FOR C. M. PIPE CULVERTS WITH INLET CONTROL

BUREAU OF PUBLIC ROADS JAN. 1963

Figure 5-7
 Source: FHWA, HDS-5, 1985



CHART 8



BUREAU OF PUBLIC ROADS JAN. 1963

Figure 5-8
Source: FHWA, HDS-5, 1985



CHART 34

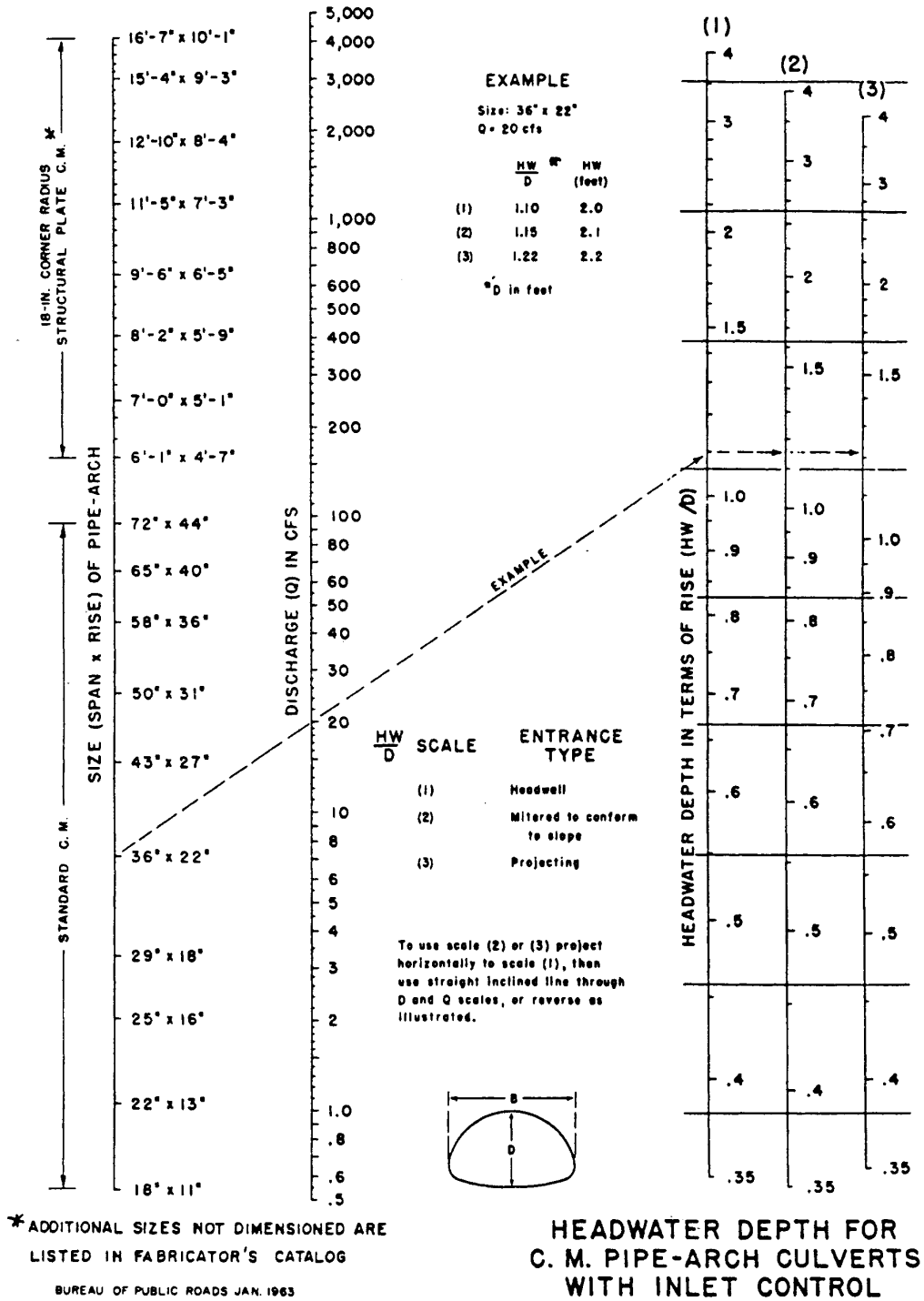


Figure 5-9

Source: FHWA, HDS-5, 1985



CHART 4

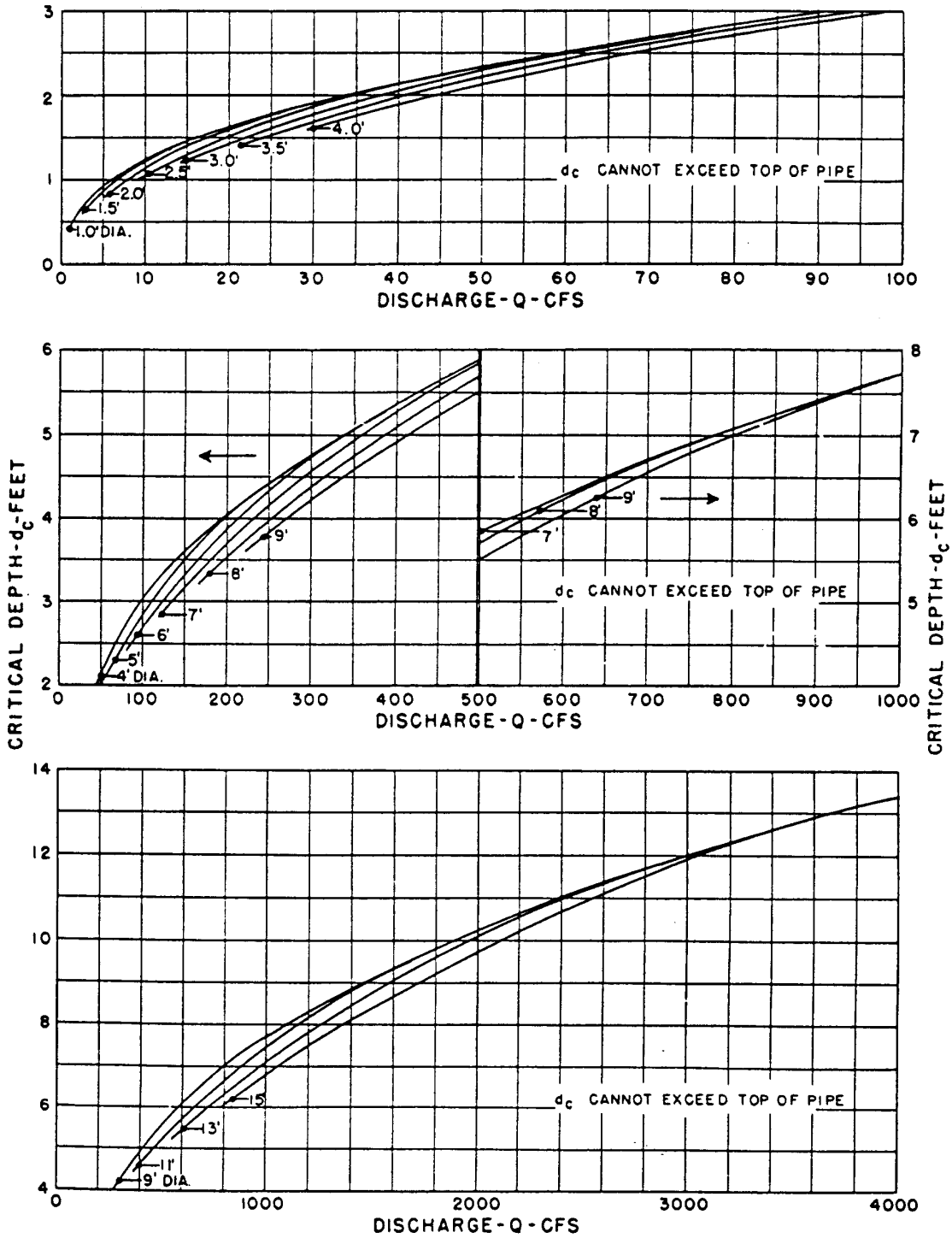


Figure 5-10: Critical Depth - Circular Pipe

Source: FHWA, HDS-5, 1985



CHART 14

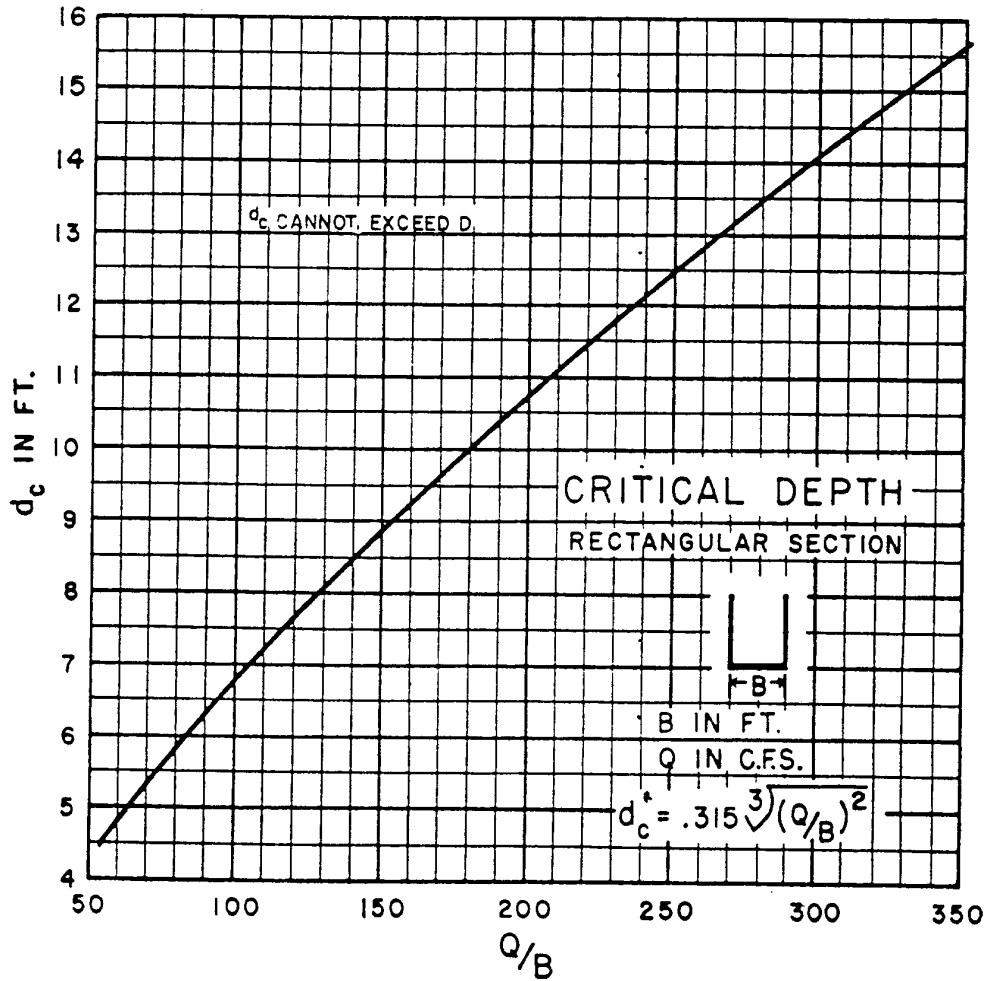
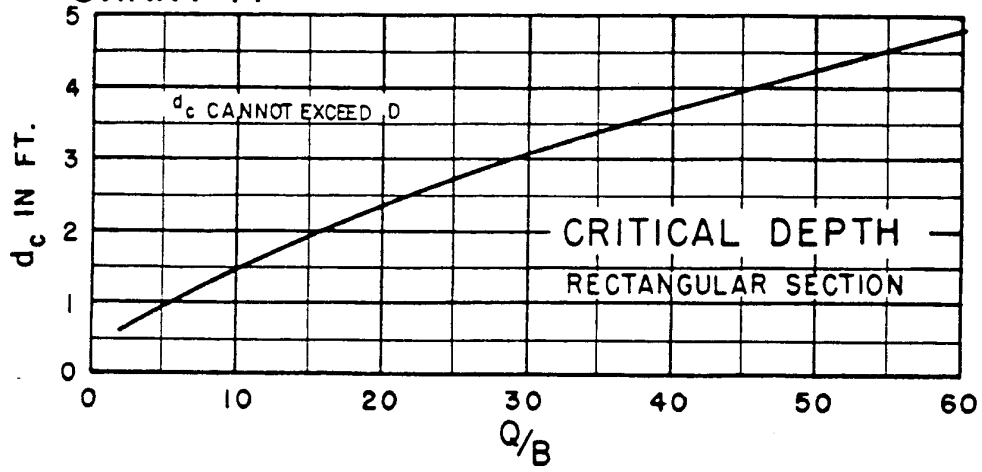


Figure 5-11: Critical Depth - Rectangular Section

Source: FHWA, HDS-5, 1985

CHART 37

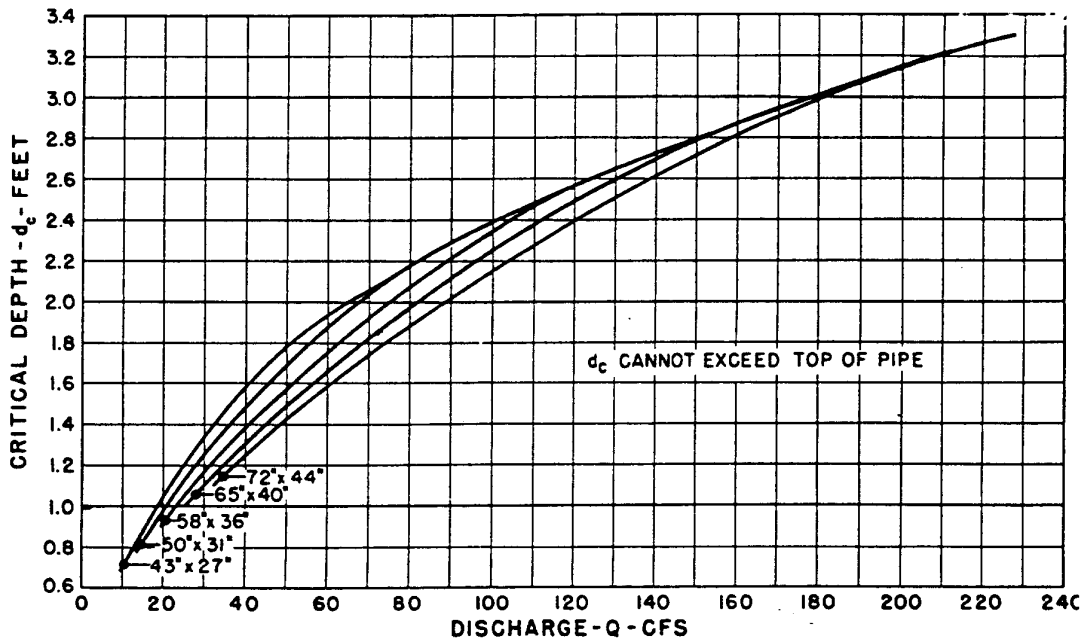
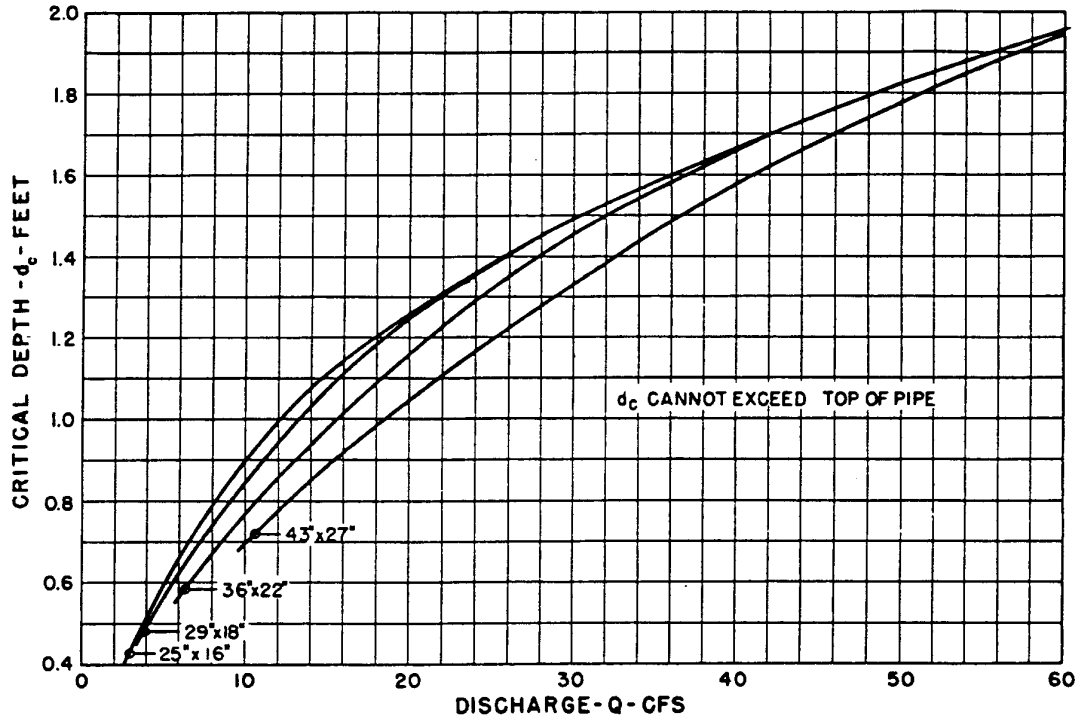


Figure 5-12: Critical Depth - Standard CMP Arch

Source: FHWA, HDS-5, 1985

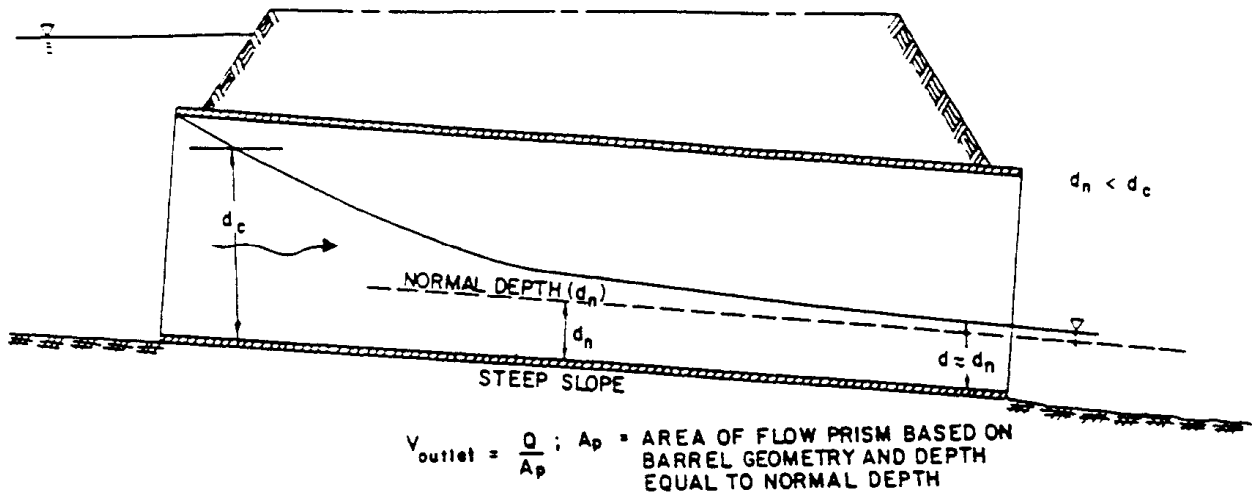


Figure 5-13a: Outlet Velocity - Inlet Control

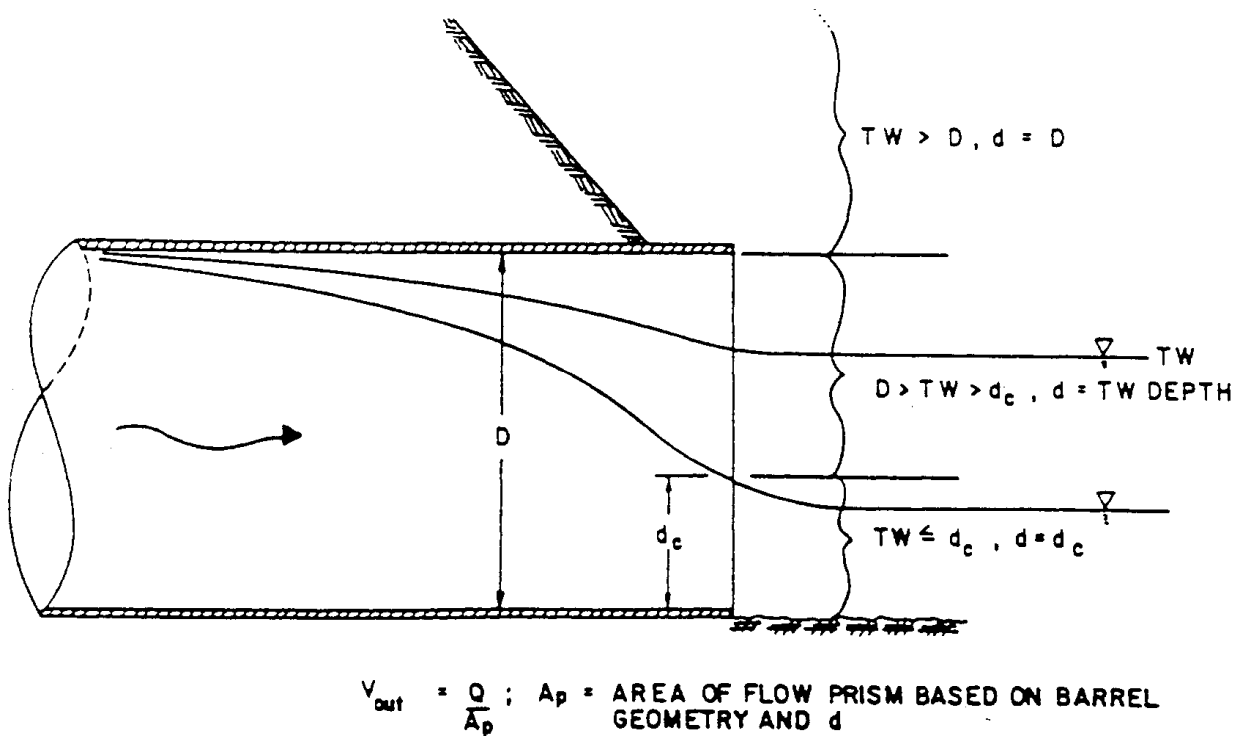


Figure 5-13b: Outlet Velocity - Outlet Control

Source: FHWA, HDS-5, 1985

5.4. **BRIDGES**

For the purposes of this manual, bridge is defined as:

- Structures that transport vehicular traffic over watercourses or other obstructions,
- Part of a stream crossing system that includes the approach roadway over the floodplain, relief openings, and the bridge structure, and
- Structures with a centerline span of twenty (20) feet or more.

5.4.1. **General Policies**

- a. The final design selection shall consider the maximum backwater allowed by the NFIP/FEMA or local floodplain regulations unless exceeding the limit can be justified by special hydraulic conditions. Backwater shall not significantly increase flood damage to upstream property.
- b. The final design shall not significantly alter the flow distribution in the floodplain and whenever possible, bridge structures should be designed so that there is little or no disturbance to the flow. Velocities through the structure shall not damage either the roadway facility or increase damages to adjacent property.
- c. The "crest vertical curve profile" should be considered as the preferred roadway crossing profile when allowing for embankment overtopping at a lower discharge.
- d. Degradation or aggregation of the watercourse as well as contraction and local scour shall be estimated, and appropriate positioning of the foundation, below the total scour depth if practicable, shall be included as part of the final design.
- e. Bridges should be designed to minimize disruption of ecosystems and values unique to the floodplain and wash being crossed.

5.4.2. **General Design Criteria**

5.4.2.1. *Hydraulic Analysis*

Hydraulic analyses for both pre and post-bridge conditions shall be performed using step backwater computer models such as HEC-2 (U.S. Army Corps of Engineers, 1990), HEC-RAS (U.S. Army Corps of Engineers, 1995), or WSPRO (USDOT, FHWA, HY-7, 1988).

Recommended methodology for hydraulic analysis of bridge crossings can be found in *Hydraulics of Bridge Waterways*, (USDOT, FHWA, HDS-1, 1978).

5.4.2.2. Hydraulic Design

Risk Evaluation: The selection of hydraulic design criteria for determining the watercourse opening, road grade, scour potential, riprap and other features shall consider the potential impacts to:

- interruptions to traffic,
- adjacent property,
- the environment, and
- the infrastructure of the roadway.

The consideration of the potential impacts constitutes an assessment of risk for the specific site. The least total expected cost (LTEC) alternative should be developed in accordance with FHWA, HEC-17(3) where a need for this type of analysis is indicated by the risk assessment. This analysis provides a comparison between other alternatives developed in response to considerations such as environmental, regulatory, and political.

Design Floods: The design flood(s) for evaluation of backwater, clearance, flow distribution, and overtopping shall be established predicated on risk based assessment of local site conditions. They shall reflect consideration of traffic service, environmental impact, property damage, hazard to human life, and floodplain management requirements.

Backwater and Increases Over Existing Conditions: Designs shall conform to all applicable federal, state, and local floodplain regulations. The bridge structure shall not cause any significant increase in the existing water surface elevation.

Scour: Design for bridge foundation scour shall be for the design flood which generates the maximum scour depth. The design should use a geotechnical design factor of safety of 2.5. The resulting design should then be checked using the 500-year design discharge and a factor of safety of at least 1.0. Procedures for determining scour at bridges can be found in USDOT, FHWA, HEC-18, *Evaluating Scour at Bridges*, Edition 2, 1993.

Bridge piers, if necessary, must be oriented parallel to the direction of flow. Pier spacing and abutments should be designed to minimize flow disruption and potential scour.

Clearance: Where possible, a minimum freeboard of two (2) feet shall be provided between the approach design discharge water surface elevation and the low chord of the bridge. Structural design and clearance of the bridge structure shall also take into account passage of debris and ice impacting the bridge. When this two (2) foot clearance cannot be maintained, clearance shall be established by the engineer based on the type of watercourse and the level of protection desired, as approved by the Stormwater Manager.

Flow Distribution: The conveyance of the proposed crossing location shall be calculated to determine the flow distribution and to establish the location of bridge openings. The proposed structure shall not cause any significant change in the existing flow distribution. Relief openings in

the approach roadway embankment shall be investigated if there is more than a ten (10) percent redistribution of flow.

Deck Drainage: Improperly drained bridge decks can cause problems such as corrosion, icing, and hydroplaning. Whenever possible, bridge decks should be watertight and all deck drainage should be carried to the ends of the bridge. Drains at the ends should have adequate capacity to carry all bridge drainage. Gutter flow from roadways must be intercepted before it reaches the bridge. Zero gradients and sump vertical curves should be avoided on bridges.

Where it is necessary to intercept deck drainage at intermediate points along the bridge, the design of such interceptors shall conform to the procedures presented in Chapter 6.

CHAPTER 6: PAVEMENT DRAINAGE

Effective drainage of urban streets is essential to the maintenance of roadway service levels and traffic safety. Water on streets can interrupt traffic, reduce skid resistance, increase the potential for hydroplaning, limit visibility due to splash and spray, cause difficulty in steering a vehicle, and cause a nuisance and possible hazard to pedestrian traffic.

Street drainage requires consideration of surface drainage, gutter flow, and drainage inlet capacity. The design of these components is dependent upon the design frequency and the allowable spread of stormwater on the pavement surface. This chapter presents design criteria and procedures obtained from FHWA, HEC-22, *Urban Drainage Design Manual*, November 1996. Additional procedures and design guidelines not included in this chapter can be found FHWA, HEC-22.

6.1. POLICIES

- a. Street drainage and roadways shall be designed so as to maintain the natural drainage patterns existing prior to development, whenever possible.
- b. The street section shall be designed to convey local runoff only and shall not be used as major stormwater carriers for contributing watersheds.
- c. Drainage facilities shall be installed to convey runoff under streets or street grades shall be set so diversion of runoff or ponding will not occur on adjacent properties.
- d. Street slopes (longitudinal and transverse) and curb heights shall not be increased to create more carrying capacity for runoff. Curb overtopping is not permitted for the specified design storm.
- e. New inverted crown public streets are prohibited.
- f. Existing alleys shall not be used to convey runoff unless the entire alley is designed and constructed to convey runoff to the nearest downstream street.
- g. Drainage facilities shall be placed to intercept runoff from sources outside the street section to avoid significant concentrated flows onto and over sidewalks or curb and gutter.
- h. In all cases, street drainage shall be confined to the public right-of-way. Runoff which leaves the right-of-way shall do so in a controlled manner and shall be contained in appropriate right-of-way or drainage easement.

6.2. STREET AND GUTTER DRAINAGE

6.2.1. Design Frequency and Allowable Spread

For local curbed street sections, runoff from the 10-year design storm must be contained between the curbs of the street and the 100-year flow within the right-of-way.

For collector and arterial curbed street sections, at least one twelve (12) foot travel lane in each direction must remain free from flooding for the 10-year design storm and the 100-year flow within the right-of-way.

If either of the above two criteria are exceeded, storm drains facilities (see Chapter 7) will be required. In all instances, the 10-year design storm must be contained within the combined street gutter and storm drain system.

A check storm (e.g., 100-year) should be used any time runoff could cause unacceptable flooding during less frequent storm events. Drainage inlets should also be evaluated for the check storm when a series of inlets terminates at a sump vertical curve where ponding to hazardous depths could occur.

6.2.2. Longitudinal and Transverse Slope

The minimum longitudinal gradient for all public street types shall be no less than 0.5 percent for both curbed and rural street sections. Minimum grades can be maintained in flat terrain by use of a rolling or "sawtooth" profile, or by warping the cross slope to achieve rolling gutter profiles.

When local streets intersect arterial or collector streets, the grade of the arterial/collector street shall be continued uninterrupted, whenever possible. When collector and arterial streets intersect, the grade of the arterial street shall be maintained as much as possible.

Pavement cross-slope for new streets shall be a maximum of 2.0 percent on street sections with a central crown. Sheet flow across a street shall be kept to an absolute minimum. Median areas shall not be drained across travel lanes, except with raised, narrow medians. Shoulders must be sloped to drain away from the pavement per the City's Engineering Standard Details.

For drainage purposes, valley gutters are not permitted to cross arterial or collector street. Valley gutters may be used on local streets at intersections, when a storm drain is not required, and when approved by the Stormwater Manager. In cases where a valley gutter is not permitted or is inadequate, the water must be removed from the street to storm drains or other approved method(s).

To provide adequate drainage in sump vertical curves, a slope of 0.4 percent should be maintained within fifty (50) feet of each side of the low point of the curve, with a minimum slope of 0.3 percent.

To accomplish this, the length of the curve divided by the algebraic difference in grades should be equal to or less than 167.

Pipe under-drains may be required where the possibility of ground water or surface water seepage to the subbase soil exists.

6.2.3. Gutter Flow

For the purposes of this section, a pavement gutter is defined as a section of pavement adjacent to the roadway which conveys runoff during a given storm event. It may include a portion or all of the travel lane. Gutters may have a straight cross-slope forming a triangular shape or may have a composite cross-slope where the gutter slope varies from the pavement cross-slope.

Manning's equation cannot be used to determine gutter capacity without modification because the hydraulic radius does not adequately describe the gutter cross-section. The following modified Manning's Equation should be used to evaluate theoretical gutter flow capacity:

$$Q = (0.56 / n) S_x^{1.67} S^{0.5} T^{2.67} \quad (6.1)$$

where:

Q	= discharge, cfs
n	= Manning's roughness coefficient (see Table 6-1)
S_x	= pavement cross slope, ft/ft
S	= longitudinal cross slope, ft/ft
T	= width of flow or spread, ft

Utilizing $d = TS_x$, and $z = 1/S_x$, Equation 6.1 becomes:

$$Q = 0.56(z / n) S^{0.5} d^{2.67} \quad (6.2)$$

Nomographs for solving Equation 6.1 for triangular and composite gutter sections are given in Figures 6-1 through 6-3. Table 6-1 provides recommended roughness coefficients for street or parking lot design. Consideration should also be given to actual flow conditions due to obstructions and discontinuity in the gutter flow caused by driveways, debris, sediment, parked cars, etc.

6.2.4. Curb and Gutter Terminations

Adequate erosion protection and conveyance measures are required where the curb and gutter section terminates to prevent undermining of the pavement/taper edge, prevent headcutting of roadway fill slopes, and prevent the gutter flow from entering private property. The gutter flow from the street section must be conveyed into a receiving channel, roadside swale, or other approved means. Concrete spillways or riprap protection shall be provided when velocities may cause headcutting at the curb termination or erode the receiving channel/swale.

6.2.5. Rural Street Drainage and Roadside Channels

Roadside ditches or channels for rural, uncurbed street sections shall be designed for the 25-year design storm. The runoff shall be contained within the roadside channels with the allowable water depth elevation below the roadway subgrade to avoid unnecessary saturation of the subgrade and/or aggregate base course shoulder. The minimum depth of a roadside channel shall be one (1) foot and shall be designed per the City's Engineering Standard Details.

The underlying soil conditions, depth of flows, flow velocities, and maintenance shall be considered in the roadside channel design. Long reaches of riprap lined roadside channels should be avoided, if possible, due to long term maintenance problems.

Trapezoidal cross-sections are permissible, however, the channel bottom shall be a minimum of four (4) feet wide for maintenance purposes.

Crown ditches or interceptor drains may be required at the top of the cut slope embankments with tributary drainage area above drains toward the cut and has a drainage path greater than forty (40) feet measured horizontally.

TABLE 6-1: MANNING'S 'n' FOR STREET AND PAVEMENT GUTTERS

<u>TYPE OF GUTTER OR PAVEMENT</u>	<u>MANNINGS "n"</u>
Asphalt Pavement:	
Smooth texture	0.013
Rough texture	0.016
Concrete Gutter, troweled finish	0.012
Concrete Gutter w/asphalt pavement:	
Smooth	0.013
Rough	0.015
Concrete pavement:	
float finish	0.014
broom finish	0.016
Brick or pavers	0.016
For gutters with small slope, where sediment, may accumulate increase above values of "n" by	0.002

Source: USDOT, FHWA, HDS-3, 1977

NOTE: A minimum value of 0.016 shall be used for all new paved street designs, regardless of theoretical values.

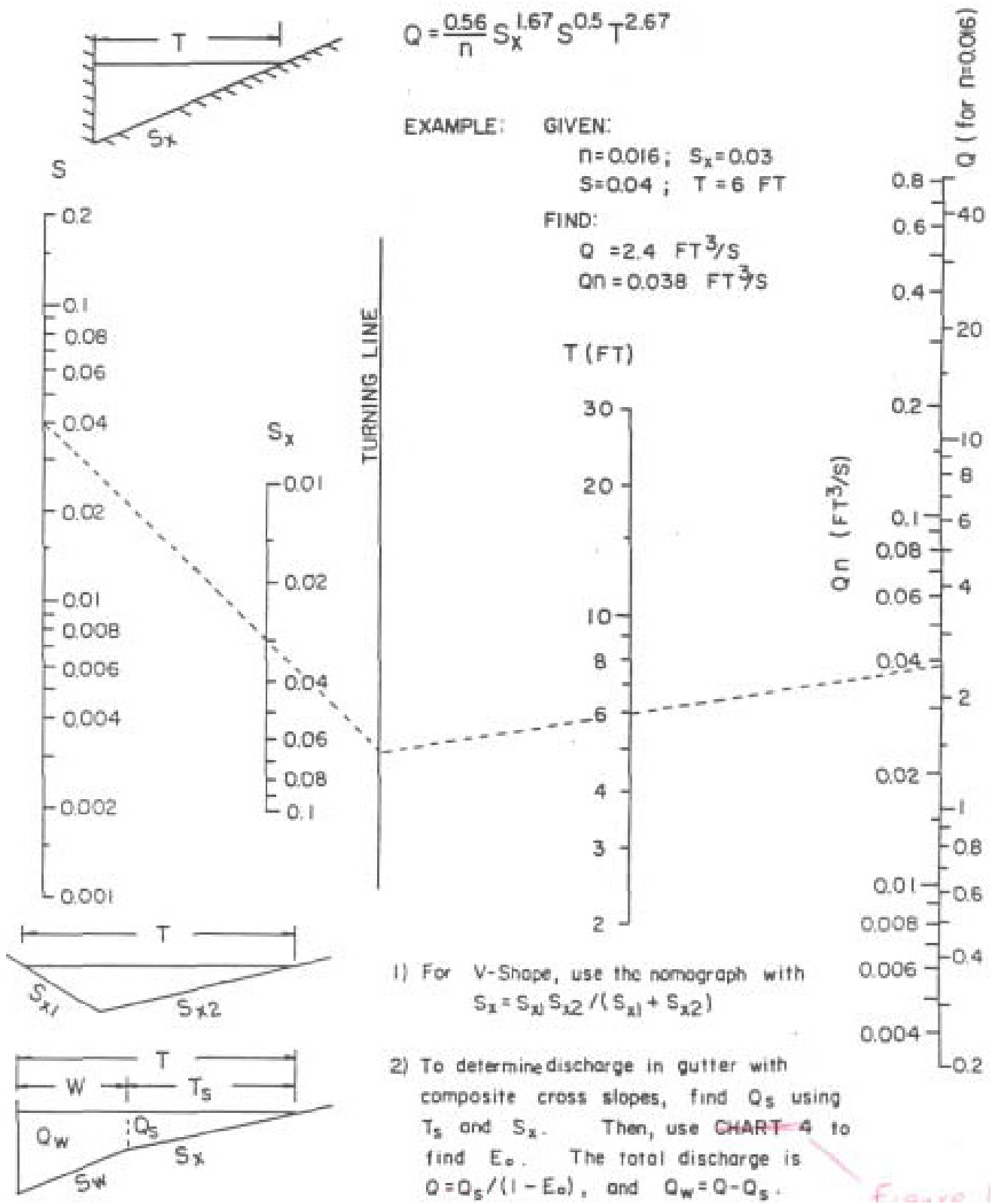


Figure 6-1: Flow In Triangular Gutter Sections
 Source: FHWA, HEC-12, 1984

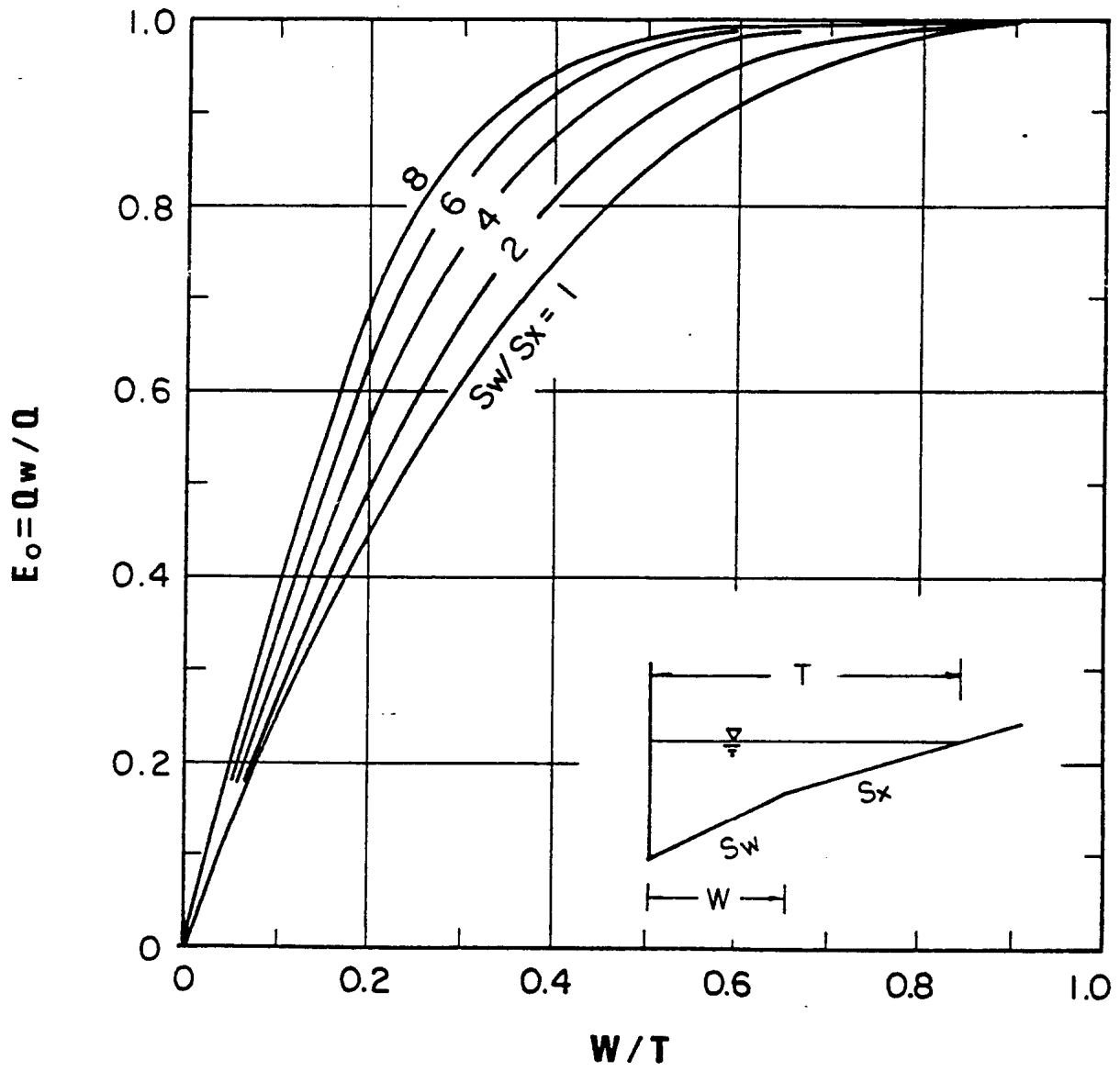


CHART 4

Figure 6-2: Ratio Of Frontal Flow To Total Gutter Flow
Source: FHWA, HEC-12, 1984

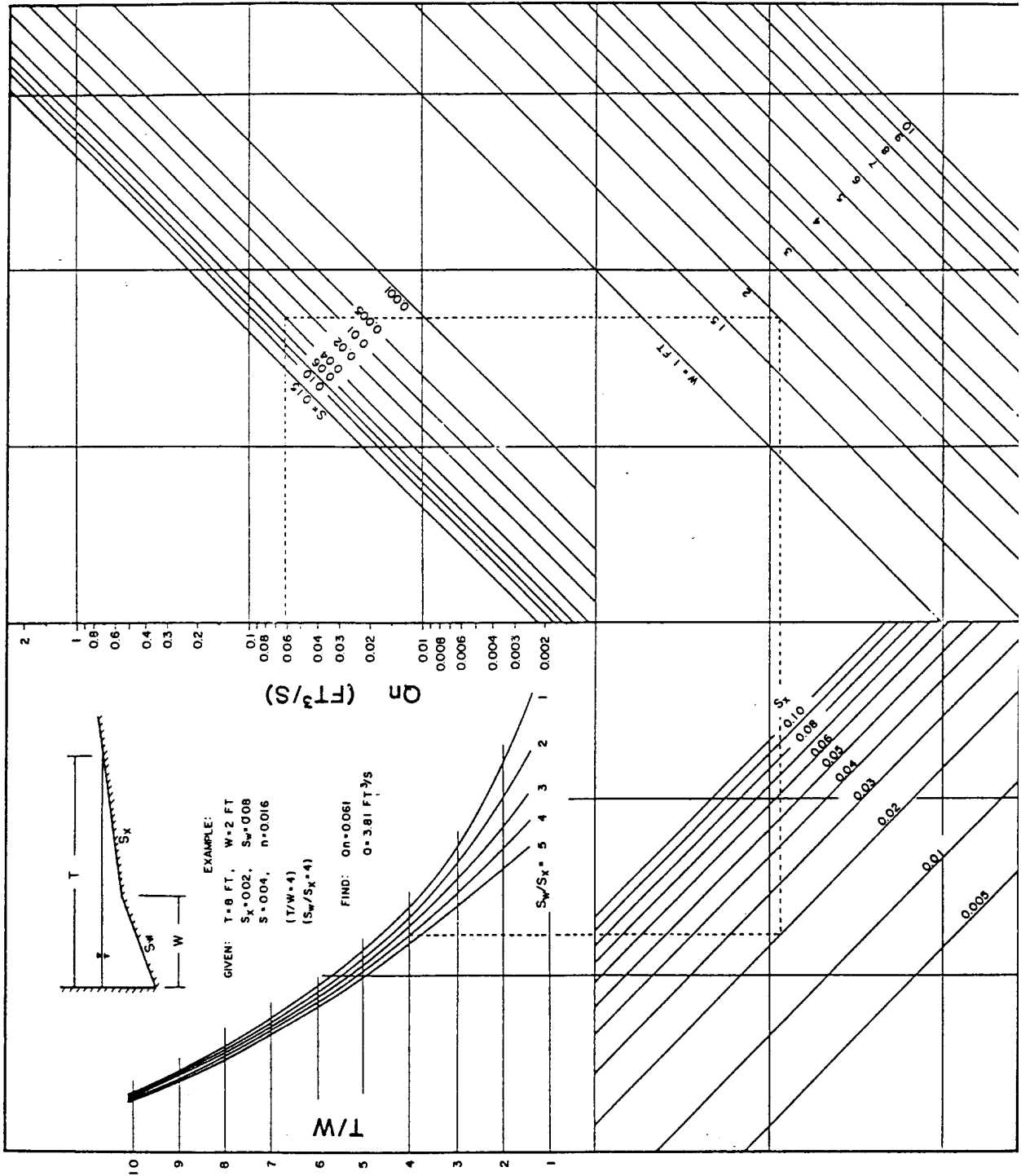


Figure 6-3: Flow In Composite Gutter Sections
 Source: FHWA, HEC-12, 1984

6.3. DRAINAGE INLETS

Storm drain inlets (i.e., catch basins) are necessary to drain streets and convey runoff in excess of allowable pavement spread or flow depth criteria. Inlets are typically located in gutter sections, roadside channels, parking lots, or other sump locations. Inlet capacity is dependent upon the inlet geometry and the characteristics of the street and gutter flow. Inadequate inlet capacity and spacing may cause flooding on the roadway, private property, or result in a hazard to the traveling public.

6.3.1. Inlet Types

There are four classes of drainage inlets:

1. grate inlets,
2. curb-opening inlets,
3. combination inlets, and
4. slotted drains.

Grate inlets consist of a horizontal grated opening in the gutter, channel bottom, or other locations and may be placed either on a continuous grade or in a sump condition. Curb-opening inlets consist of a vertical opening in the curb face and are most effective on flat grades and in sumps. Combination inlets consist of both a curb-opening and a grate inlet placed in a side-by-side configuration or the curb-opening may be placed upstream of the grate (sweeper inlet). Slotted drains consist of an opening cut along the longitudinal axis of a conduit with bars perpendicular to the opening to maintain the slotted configuration. Figure 6-4 illustrates the four types of drainage inlets.

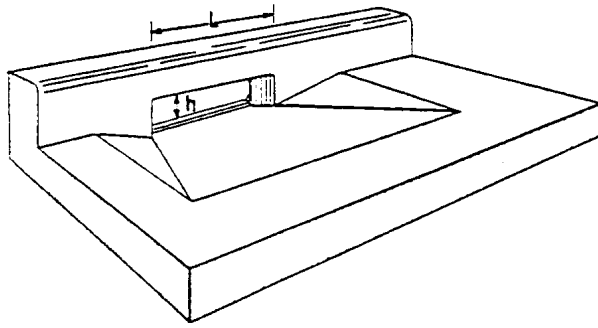
All catch basins shall be designed and constructed in accordance with current MAG Standard Details or other equivalent details as approved by the Stormwater Manager.

6.3.2. Allowable Spread and Flow Depth

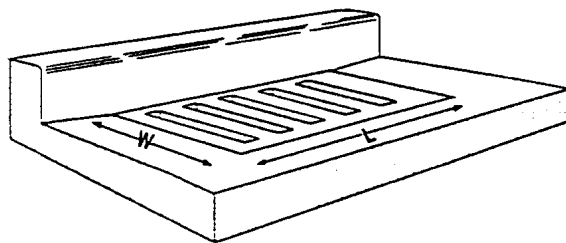
Inlet spacing must be designed to meet allowable spread limits (with carryover considered) and curb overtopping restrictions. It is recommended that inlet spacing not exceed 600 feet for collection of nuisance flows.

Catch basins and storm drains are required for collector and arterial streets when one twelve (12) foot travel lane in each direction cannot be maintained for the 10-year design storm. The allowable spread for streets with permanent parking lanes shall be limited to the parking lane width.

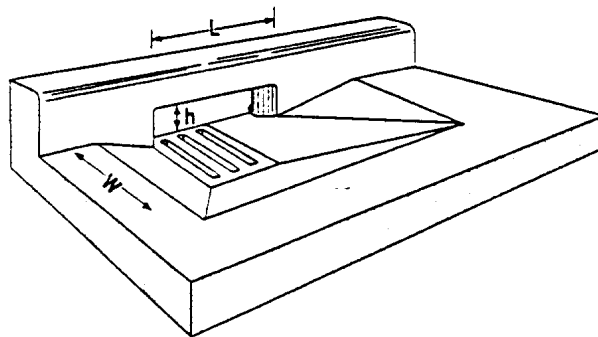
Storm drain inlets and storm drains are required for local streets when the curb is overtopped for the 10-year design storm.



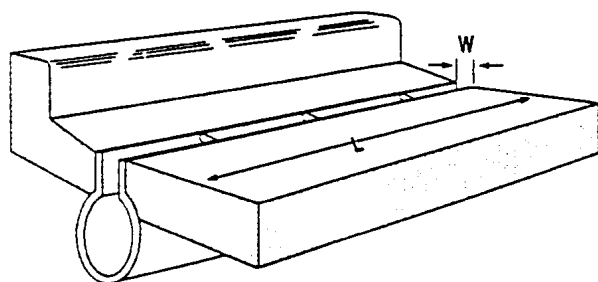
(a) Curb Opening Catch Basin Inlet



(b) Grated Catch Basin Inlet



(c) Combination Catch Basin Inlet



(d) Slotted Drain Catch Basin Inlet

Figure 6-4: Drainage Inlet Types

Inlets in all sump locations must be sized to prevent overtopping of the curb for local streets and maintain a twelve (12) foot travel lane free from accumulated runoff for collector and arterial streets.

Caution should be used when placing an inlet at the end of a downhill cul-de-sac as this often allows excess water to bypass the inlet onto private property if the inlet becomes clogged.

6.3.3. Inlet Locations

One-hundred percent interception of the 10-year design storm is required for all inlets in sumps or other locations as required by the Stormwater Manager to prevent hazardous ponding conditions.

Flanking inlets may be required on new arterial street sump vertical curve locations to prevent hazardous ponding in the event the primary sump inlet is completely clogged (see Section 6.3.8).

Inlets shall be located such that concentrated flow or heavy sheet flow will not cross traffic lanes, whenever possible. Where pavement surfaces are warped (e.g., at cross streets or ramps) runoff shall be intercepted just before the change in cross slope, whenever possible. Inlets should be placed on arterial and collector streets upstream of locations where the pavement cross slope begins to superelevate to avoid concentrated flows crossing the roadway and reduce traffic hazards associated with icing.

Street runoff is not permitted to cross arterial streets at intersections, therefore inlets are required upgrade of pedestrian crossings and intersections, whenever possible. Consideration should also be given to avoid locating inlets within existing or proposed driveways locations, whenever possible.

Inlets shall be selected, sized and located to prevent silt and debris, carried in suspension, from being deposited on the traveled way where the longitudinal gradient is decreased.

6.3.3.1. Geometric Controls

The following information is typically required to determine locations of drainage inlets:

- plan sheet suitable for outlining drainage areas;
- road profiles;
- typical street cross-sections;
- grading cross-sections;
- superelevation diagrams; and
- contour maps.

Using the above information, geometric controls will determine a number of locations which require inlets with 100% interception, regardless of contributing drainage area, as identified below:

- Immediately upgrade of arterial intersections, if possible;
- At all sump locations in gutter grade;
- Immediately upgrade of bridges;
- Immediately upgrade of cross slope reversals, if possible;
- At the end of channels in cut sections; and

- Behind curbs, shoulders or sidewalks to drain low areas.

In addition to the areas identified above, runoff from areas draining towards the roadway shall be intercepted by roadside channels or inlets before it reaches the street. This applies to drainage from roadway cut slopes, side streets, and other areas outside of the roadway. In general, curbed street sections and pavement inlets are an inefficient means for handling extraneous drainage behind the curb.

6.3.4. Grate Inlets

Grate inlets may be utilized where clogging due to debris will not be a problem. Grate inlets generally lose capacity with increases in the longitudinal street grade, but to a lesser degree than do curb-opening inlets. Increasing the length of grate inlets does little to increase capacity, however, increasing the grate width greatly increases the capacity. Where street grades exceed three (3) percent, grate or combination inlets should be used instead of curb-opening inlets.

Where debris is anticipated to be a potential problem, consideration shall be given to debris handling efficiency ratings of the grate. Efficiency ratings and formulas for computing efficiencies for grates can be found in HEC-22 or inlet charts prepared by grate manufacturers. Table 6-2 outlines the results of debris handling efficiencies of several common grates. Curved vane and tilt bar grates typically have the highest debris handling efficiencies for weir flow conditions.

Grate inlets subject to vehicular traffic must have adequate load bearing capacity. All grated inlets must be bicycle safe. Where possible, curb opening inlets should be used if the street has a bike lane. Table 6-3 outlines rating efficiencies with respect to bicycle and pedestrian safety.

TABLE 6-2: GRATE DEBRIS HANDLING EFFICIENCIES

<u>RANK</u>	<u>GRATE</u>	<u>Longitudinal Slope</u>	
		(0.005)	(0.04)
1 (Best)	CV - 3-1/4 - 4-1/4	46	61
2	30 - 3-1/4 - 4	44	55
3	45 - 3-1/4 - 4	43	48
4	P - 1-7/8	32	32
5	P - 1-7/8 - 4	18	28
6	45 - 2-1/4 - 4	16	23
7	Reticuline	12	16
8	P - 1-1/8	9	20

Source: FHWA, HEC-22, 1996

TABLE 6-3: BICYCLE AND PEDESTRIAN SAFETY RANKINGS

<u>Rank</u>	<u>Grate Style</u>
1 (Best)	P - 1-7/8 - 4
2	Reticuline
3	P - 1-1/8
4	45 - 3-1/4 - 4
5	45 - 2-1/4 - 4
6	Curved Vane
7	30 - 3-1/4 - 4

Source: Burgi, 1978

6.3.4.1. Grate Inlets On Grade

A grate inlet on a continuous grade will intercept all of the frontal flow passing over the grate, unless the grate becomes clogged or splash-over occurs. Splash-over will occur if the velocity is high or the grate is short and only a portion of the frontal flow will be intercepted. The total capacity of a grated catch basin on grade is the sum of the frontal flow and the side flow, minus the splash-over flow.

The ratio of frontal flow to total gutter flow (E_o) for a straight cross-slope is expressed by:

$$E_o = Q_w/Q = 1 - (1 - W/T)^{2.67} \quad (6.3)$$

where: Q_w = frontal flow at width W , cfs
 Q = total gutter flow, cfs
 W = width of grate, ft
 T = total spread of water at the gutter, ft

Figure 6-2 provides a graphical solution of E_o for either straight cross-slopes or depressed gutter sections.

The ratio of side flow (Q_s) to total gutter flow is expressed as:

$$Q_s/Q = 1 - Q_w/Q = 1 - E_o \quad (6.4)$$

The ratio of frontal flow intercepted to total frontal flow (R_f) is expressed by:

$$R_f = 1 - 0.09 (V - V_o) \quad (6.5)$$

where: V = velocity of flow in the gutter, ft/s (see Fig. 6-5)
 V_o = gutter velocity where splash over first occurs, ft/s

This ratio is equivalent to the frontal flow interception efficiency. Figure 6-6 provides a graphical solution of Equation 6.5 which takes into account grate length, bar configuration, and gutter velocity at which splash-over occurs. The gutter velocity needed to use Figure 6-5 is the total gutter flow divided by the flow area.

The ratio of side flow intercepted to total side flow (R_s), or side flow interception efficiency is expressed by:

$$R_s = 1 / [1 + (0.15V^{1.8} / S_x L^{2.3})] \quad (6.6)$$

where: L = length of the grate (ft) and the other terms are previously defined

Figure 6-7 provides a solution to Equation 6.6.

The efficiency of a grate (E) is expressed as:

$$E = R_f E_o + R_s(1 - E_o) \quad (6.7)$$

The interception capacity of a grate inlet on a continuous grade is then equal to the efficiency of the grate (E) multiplied by the total gutter flow (Q):

$$Q_i = EQ = Q[R_f E_o + R_s(1 - E_o)] \quad (6.8)$$

6.3.4.2. Grate Inlets In Sump

The capacity of grate inlets in a sump is dependent upon the open area of the grate and the ponding depth. The ability to pass debris is therefore critical. A grate inlet in a sag operates as a weir up to about 0.4 feet above the top of the grate, for a standard gutter inlet. When the depth of water exceeds about 1.4 feet, the grate begins to operate as an orifice. Between 0.4 feet and 1.4 feet, a transition from weir to orifice flow occurs. The use of combination or curb-opening catch basins is recommended for curbed street sump locations.

The capacity of a grate operating as a weir is expressed as:

$$Q_i = 3.0 P d^{1.5} \quad (6.9)$$

where: Q_i = rate of discharge into the grate opening, cfs
 P = perimeter of grate excluding bar widths and the side against the curb, ft
 d = depth of water above the grate, ft

The capacity of a grate operating as an orifice is expressed as:

$$Q_i = 0.67 A (2gd)^{0.5} \quad (6.10)$$

where: A = clear opening area of the grate, ft²

$$\begin{aligned} g &= 32.2 \text{ ft/s}^2 \\ d &= \text{depth of water above the grate, ft} \end{aligned}$$

Figure 6-8 provides a plot of Equations 6.9 and 6.10 for various grates.

The transition from weir (approx. 0.4 feet) and orifice (approx. 1.4 feet) results in an interception capacity less than that computed by either the weir or the orifice equations. Using Figure 6-7, this capacity can be approximated by drawing in a curve between the lines representing the perimeter and net area of the grate to be used.

Tilt Bar or curved vane grates are not recommended for grate inlets in a sump which operate as an orifice.

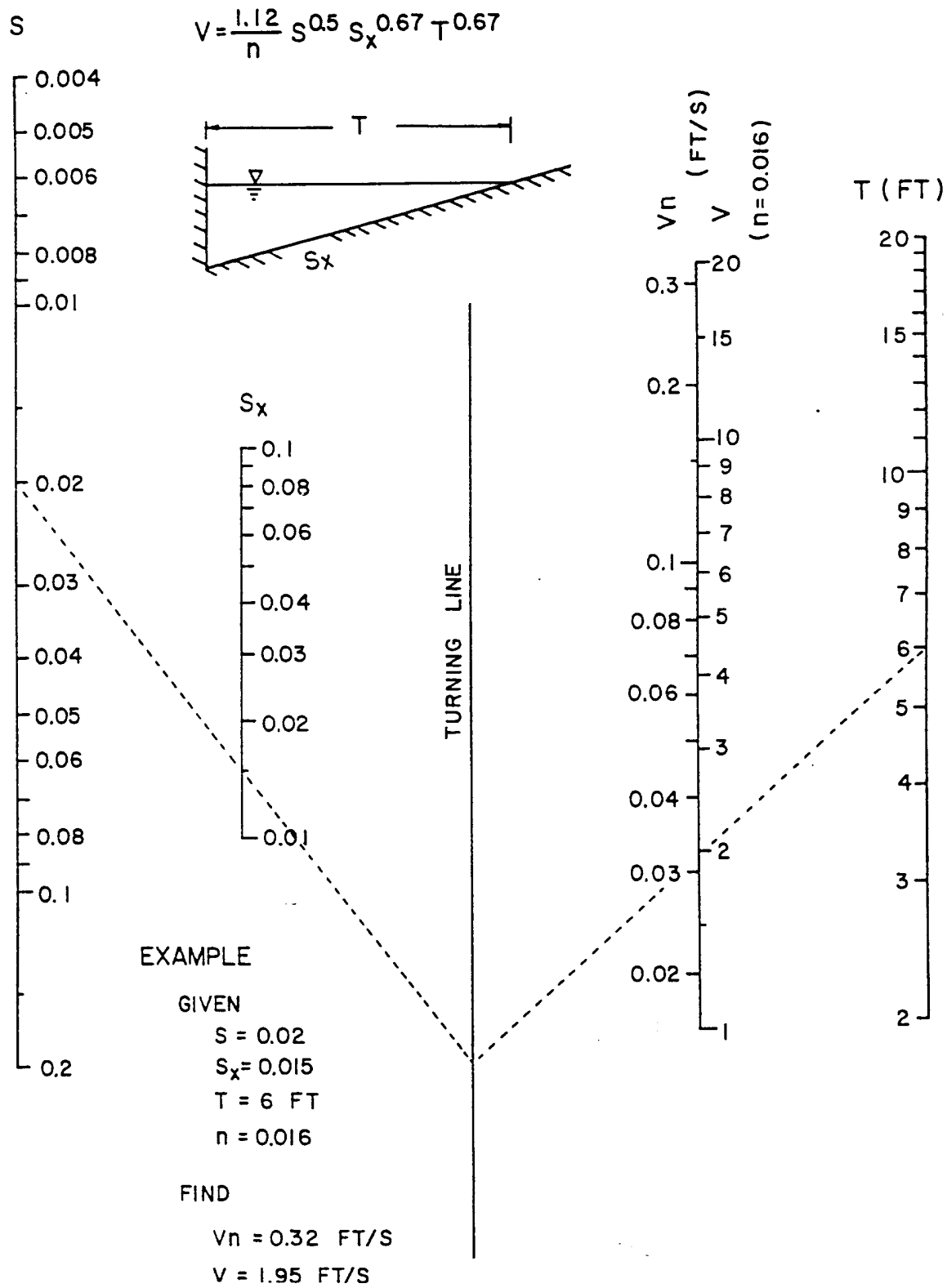


Figure 6-5: Velocity In Triangular Gutter Sections

Source: FHWA, HEC-12, 1984

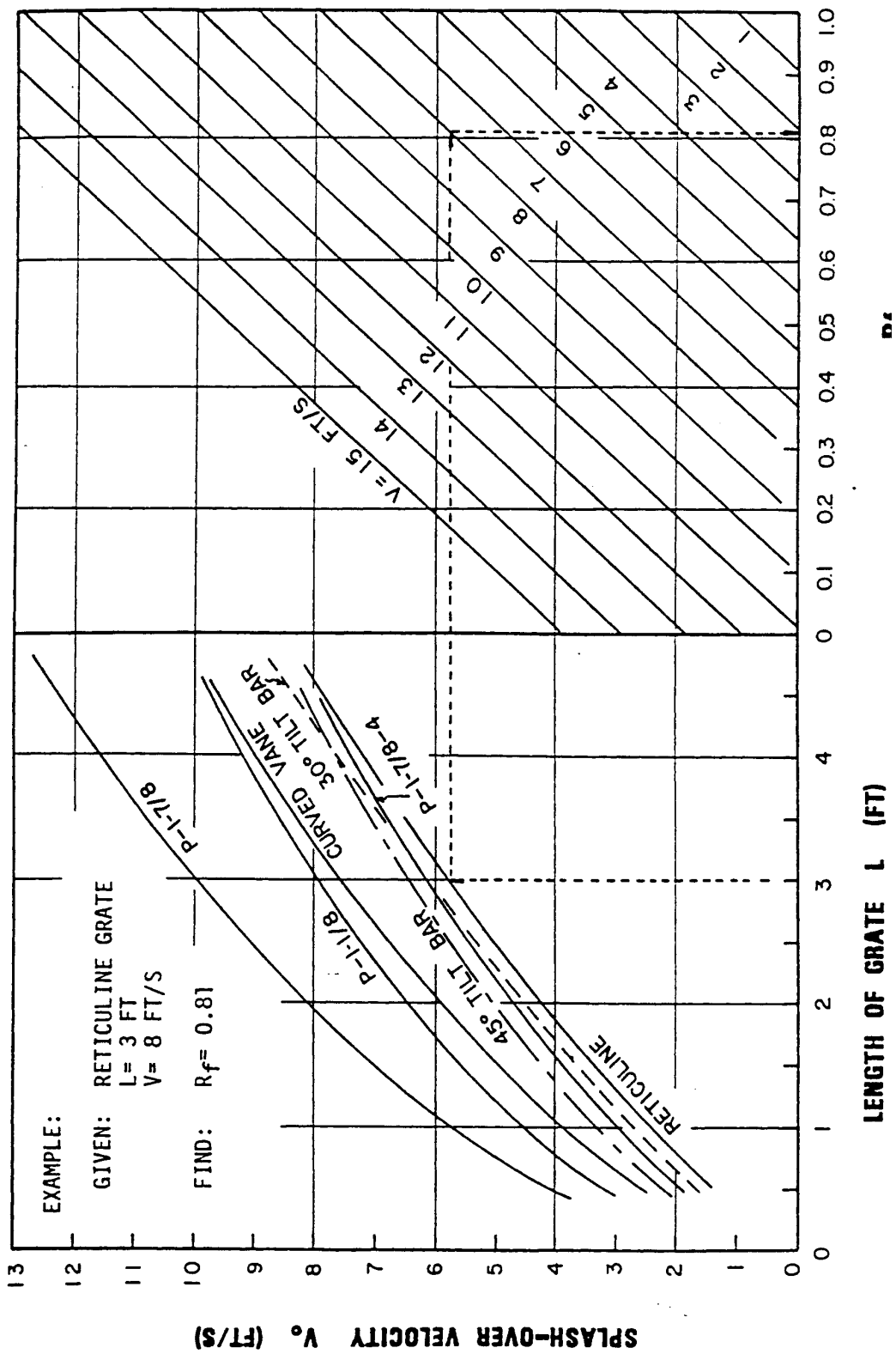


Figure 6-6: Grate Inlet Frontal Flow Interception Efficiency
 Source: FHWA, HEC-12, 1984

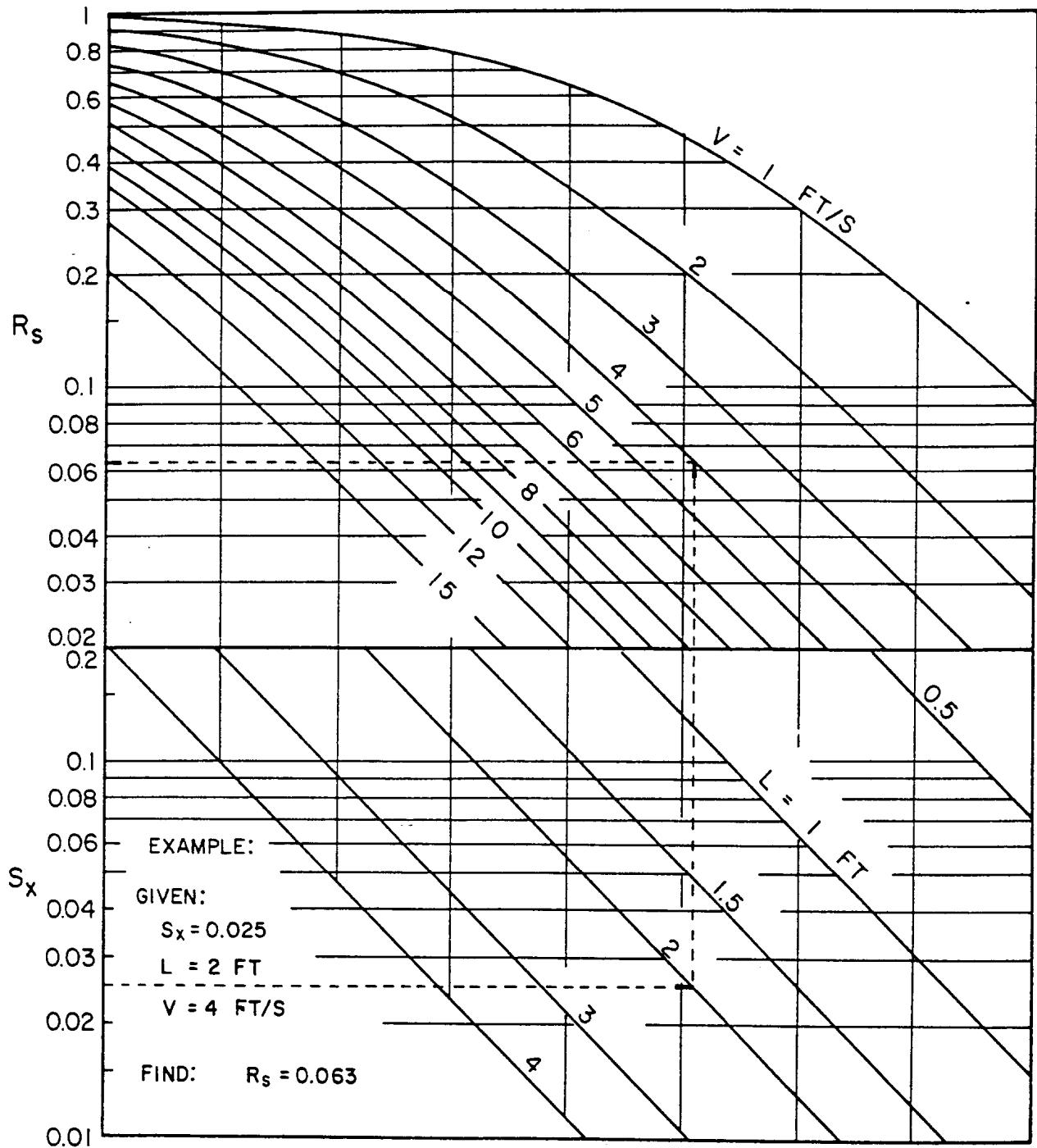


Figure 6-7: Grate Inlet Side Flow Interception Efficiency
 Source: FHWA, HEC-12, 1984

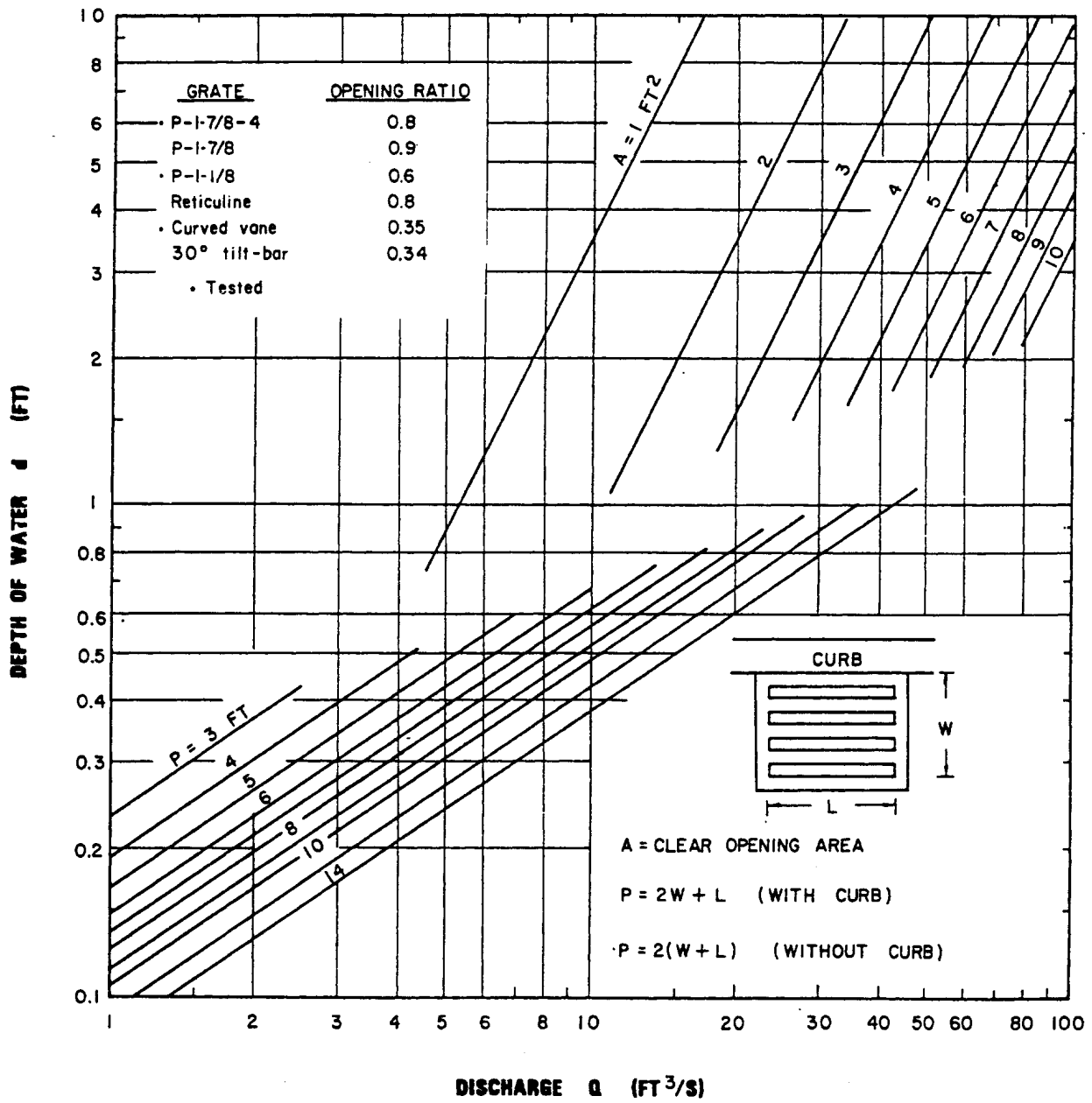


Figure 6-8: Grate Inlet Capacity In Sump Conditions

Source: FHWA, HEC-12, 1984

6.3.5. Curb Opening Inlets

Curb opening inlets are most effective on flatter slopes, in sump locations, with flows carrying significant amounts of debris, and where the flow depth at the curb is sufficient for the inlet to perform efficiently. The interception capacity of curb-opening inlets decreases as the longitudinal gutter grade increases.

Curb-opening inlets are recommended in curbed sump locations and on grades less than three (3.0) percent. In addition, curb-opening inlets less than five (5.0) feet in length should not be used on continuous grades due to inefficient interception. Curb-opening inlets on grade should also not be placed on the inside of a horizontal curve due to inefficient interception.

The curb opening shall not exceed six (6) inches in height, unless approval from the Stormwater Manager is obtained and the opening is equipped with cross bars for safety reasons.

6.3.5.1. Curb Opening Inlets on Grade

The length of a curb opening inlet for total interception of gutter flow on a pavement section with a straight cross slope (i.e., no gutter depression) is expressed in Equation 6.11.

$$L_T = 0.6 Q^{0.42} S^{0.3} (1/nS_x)^{0.6} \tag{6.11}$$

where: L_T = curb length required for 100% interception
 S = longitudinal gutter slope, ft/ft
 n = Manning's roughness coefficient
 S_x = pavement cross slope, ft/ft

Figure 6-10 is a nomograph for the solution of Equation 6.11.

The efficiency of curb inlets shorter than the length required for total interception is expressed by:

$$E = 1 - (1 - L_i/L_T)^{1.8} \tag{6.12}$$

where: E = efficiency, ratio of intercepted discharge to total discharge
 L_i = curb inlet length, ft

Figure 6-11 provides a nomograph for the solution of Equation 6.12.

The length of an inlet required for total interception by a depressed curb inlet or curb inlets in depressed gutter sections can be found by use of an equivalent cross-slope (S_e) in place of S_x (in Equation 6.11), as expressed by:

$$S_e = S_x + S_w' E_o \tag{6.13}$$

where: S_w' = the cross-slope of the gutter measured from the cross-slope of the

E_o = pavement, which equals $(a/12W)$, ft/ft
 = the ratio of flow in the depressed section to the total gutter flow

The length of curb opening required for total interception can be significantly reduced by increasing the cross-slope or equivalent cross-slope. The equivalent cross-slope can be increased by use of a continuously depressed gutter or a locally depressed gutter section.

Using the equivalent cross slope (S_e), Equation 6.11 becomes:

$$L_T = 0.6 Q^{0.42} S^{0.3} (1/nS_e)^{0.6} \quad (6.14)$$

6.3.5.2. Curb Opening Inlets In Sumps

A curb opening inlet in a sump operates as a weir to depths equal to the curb opening height and as an orifice at depths greater than 1.4 times the opening height. At depths between 1.0 and 1.4 times the opening height, flow is in a transitional stage.

The equation for the interception capacity of a depressed curb opening inlet operating as a weir is:

$$Q_i = 2.3 (L + 1.8W) d^{1.5} \quad (6.15)$$

where: L = length of curb opening, ft
 W = width of depression, ft
 d = depth of water at curb measured from the normal cross slope gutter flowline, ft

Figure 6-12 provides a solution for Equation 6.15. The weir equation is applicable to depths at the curb approximately equal to the height of the opening plus the depth of the depression. Therefore, the limitation on the use of Equation 6.15 for a depressed curb opening is:

$$d \leq h + (a/12) \quad (6.16)$$

The weir equation for curb opening inlets without a depression (i.e., $W = 0$) becomes:

$$Q_i = 3.0Ld^{1.5} \quad (6.17)$$

Equation 6.17 is applicable to depths at the curb which are approximately equal to the height of the opening plus the depth of the depression (i.e., $d \leq h$).

Curb opening inlets operate as orifices at depths greater than approximately 1.4h and the capacity is then computed as:

$$Q_i = 0.67A (2gd_0)^{0.5} \quad (6.18)$$

where: A = clear area of opening ($h \times L$), ft^2

- g = 32.2 ft/s²
- d₀ = depth at lip of curb opening, ft
- h = height of curb opening orifice, ft

Equation 6.18 is applicable to depressed and un-depressed curb inlets and the depth at the inlet includes any gutter depression. At a depth of 0.4 feet, the depressed curb opening inlet has about 70 percent more capacity than an undepressed inlet.

The height of the orifice in Equation 6.18 assumes a vertical opening. As shown in Figure 6-9, other orifice throat configurations can change the effective depth on the orifice and the dimension ($d_i - h/2$). A limited throat width could reduce the inlet capacity by causing the inlet to go into orifice flow at depths less than the height of the opening.

6.3.6. Combination Inlets

Combination inlets provide the advantages of both grate and curb opening inlets. Curb-openings are typically placed upstream of the grate and act as a "sweeper" or debris interceptor during the initial phases of the storm. Combination inlets in a sump location can also have a curb-opening on both sides of the grate or the curb opening can be equal in length to the grate.

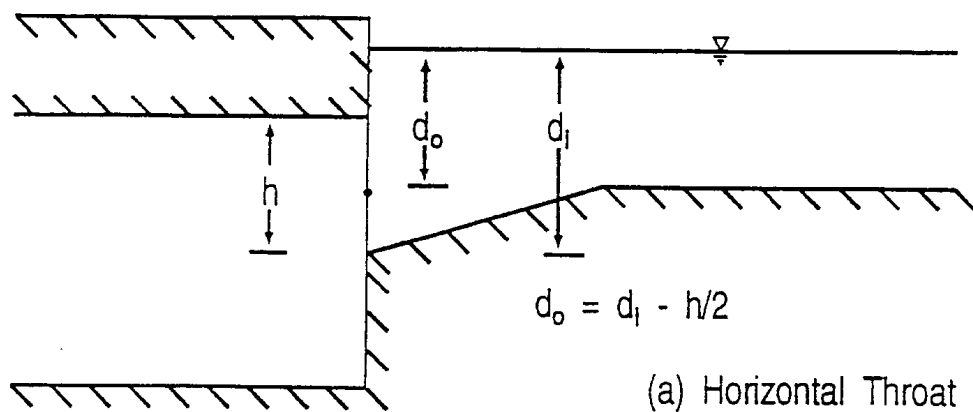
For combination inlets on grade, the grate section shall be placed at the downstream end of the inlet structure and must also be bicycle and pedestrian safe.

6.3.6.1. Interception Capacities

The interception capacity of a combination inlet on a continuous grade consisting of a grate and curb-opening of equal length placed side-by-side is no greater than that of the grate alone. Therefore, the capacity is then determined by neglecting the curb opening.

A sweeper combination inlet on a continuous grade has the interception capacity equal to the sum of the grated catch basin and the portion of the curb opening inlet upstream of the grate.

The interception capacity of a combination inlet in a sump is essentially equal to that of the grate only for weir flow unless the grate becomes clogged. For orifice flow in a sump, the capacity is equal to the capacity of the grate plus the capacity of the curb opening.



$Q = 0.67hL\sqrt{2gd_o}$
 L = Length of opening

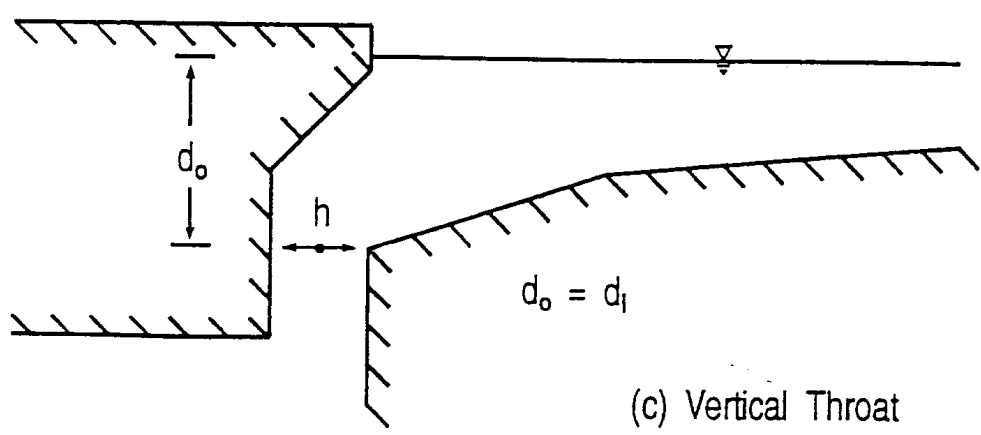
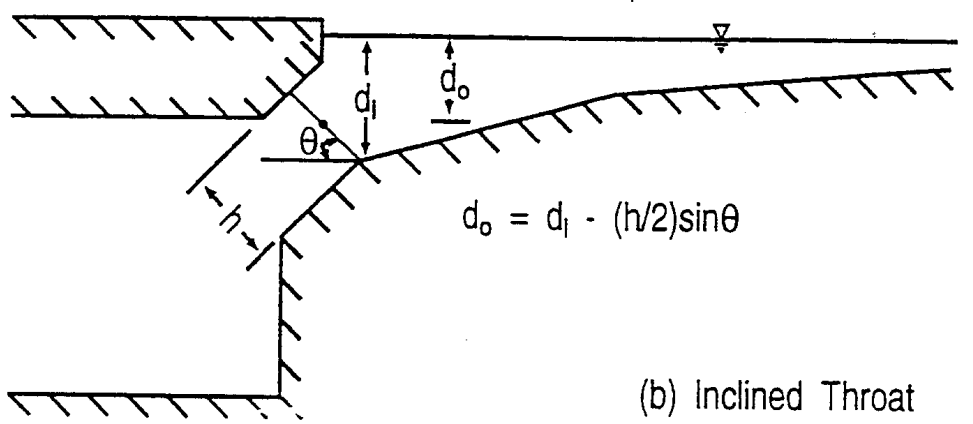


Figure 6-9: Curb Opening Catch Basin Inlets
 Modified From: USDOT, FHWA, HEC-12, Fig. 21, 1984

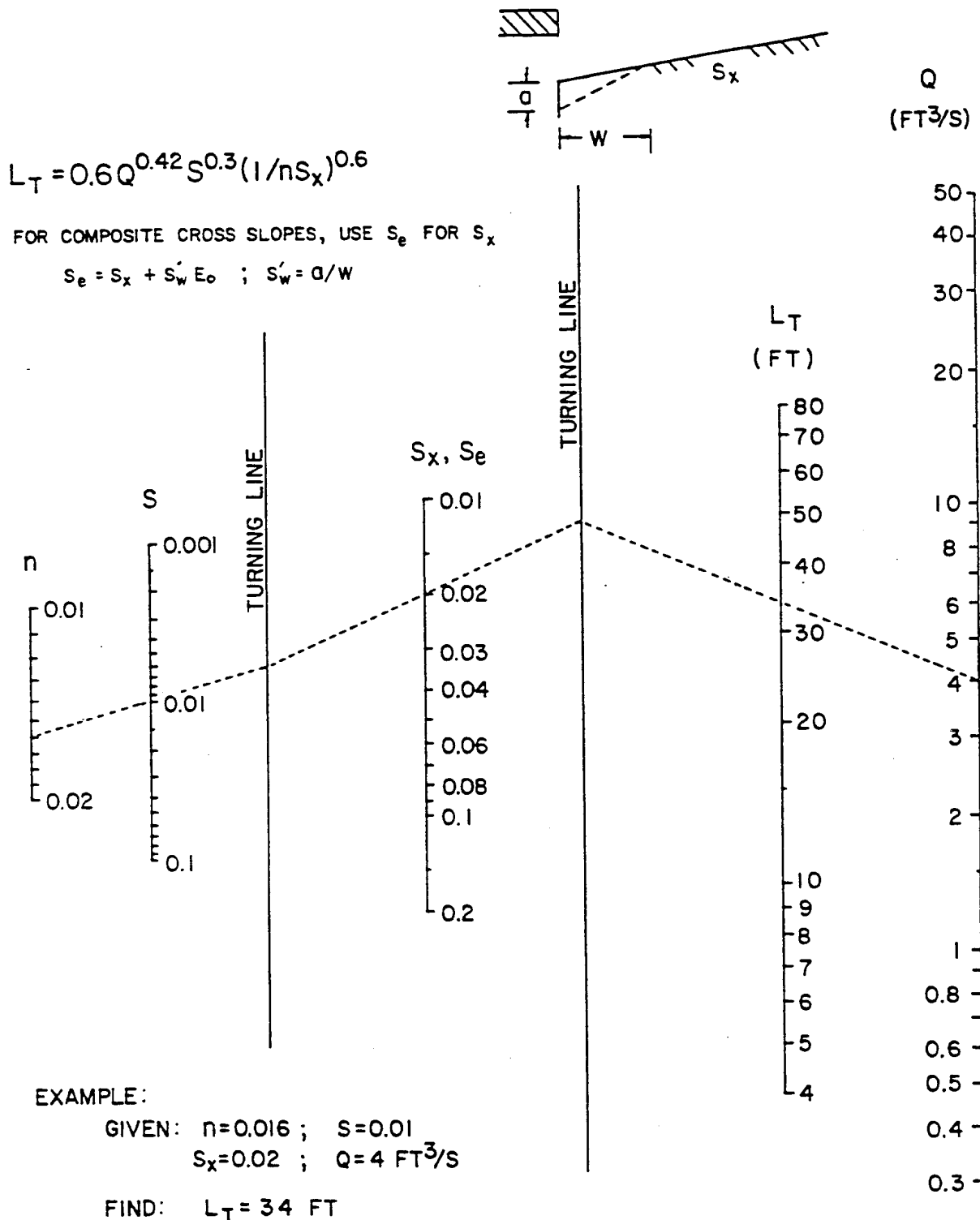


Figure 6-10: Curb-Opening And Slotted Drain Inlet Length For Total Interception

Source: FHWA, HEC-12, 1984

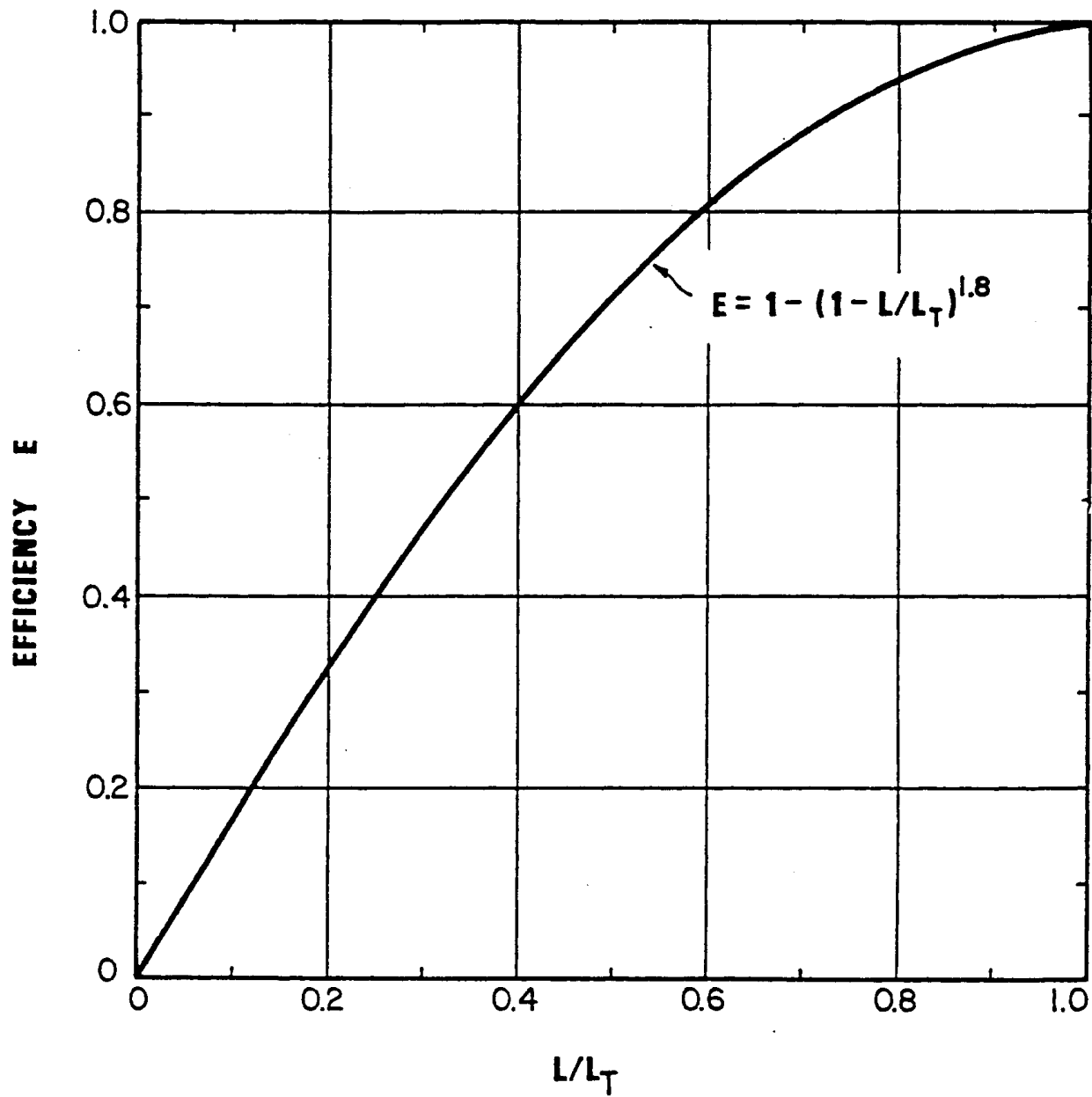


Figure 6-11: Curb-Opening and Slotted Drain Inlet Interception Efficiency
 Source: FHWA, HEC-12, 1984

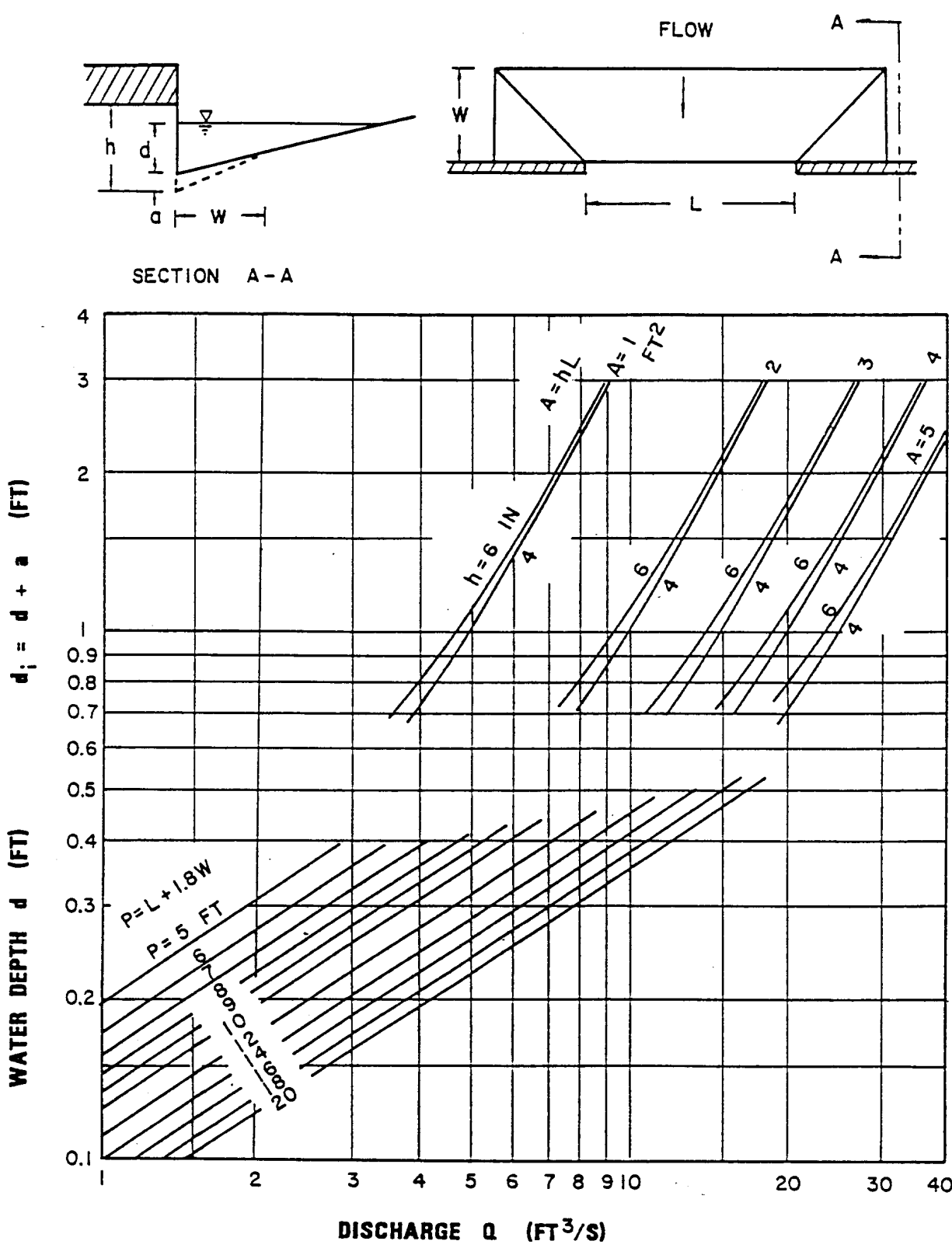


Figure 6-12: Depressed Curb-Opening Inlet Capacity In Sump Locations
 Source: FHWA, HEC-12, 1984

6.3.7. Slotted Drain Inlets

Slotted drain inlets are only permitted for special circumstances, as approved by the Stormwater Manager, where standard drainage inlets will not suffice. Slotted drain inlets on a longitudinal grade function best when designed and constructed as a curb opening inlet and when debris is not a factor. Slotted inlets for public storm drains are not permitted in sump locations due to high clogging potential and sediment deposition problems in the pipe section.

Transverse slotted drains function best for shallow low velocity sheet flow (e.g. in parking lots) but are not recommended for more concentrated flow due to the small opening width and low splash over velocity threshold.

Slotted drain inlets, when used, shall be set in concrete for vehicular loading and to maintain constant grade. They should be accessible at both end of the pipe for maintenance/cleaning. This may be accomplished by extending the pipe ends beyond the area requiring the slotted drain.

6.3.8. Flanking Inlets

In addition to inlets required in sump locations, it is good engineering practice to place flanking inlets on each side of the low point when a depressed area has no outlet except through the storm drain system. The purpose of flanking inlets is to act as a relief for the inlet at the sump should it become clogged or if the design spread is exceeded.

Flanking inlets can be located so they will function before the allowable spread is exceeded at the sump and should be located so that they will capture all of the flow when the primary inlet at the sump is clogged.

If the flanking inlets are the same dimension as the primary inlet, each will intercept one-half of the design flow when they are located so that the depth of ponding at the flanking inlets is sixty-three percent (63%) of the depth of ponding at the low point. If the flanking inlets are not the same size as the primary inlet, it will be necessary to either develop a new factor or perform a trial and error solution using assumed depths with the weir equation to determine the capacity of the flanking inlet at the given depths.

Table 6-4 shows the spacing required for various depths at curb criteria and vertical curve lengths. The vertical curve length (K) is defined as:

$$K = L/(G_2 - G_1) \tag{6.19}$$

where: L = the length of the vertical curve in feet,
G₁/G₂ = are the approach grades.

6.3.8.1. Flanking Inlet Location Example

Given: A 491.8 ft (L) sump vertical curve at an underpass on a 5-lane Type 1 roadway. Beginning and ending approach grades are -2.50% and +2.50% respectively. The spread at the design Q is not to exceed 10 ft.

Find: The location of the flanking inlets if located in relief of the inlet at the low point when it is clogged.

Solution: Step 1. Find the rate of vertical curvature, K.

$$K = L/(S_{begin} - S_{end})$$
$$K = 491.8/(-2.50 - 2.50) = 98.4 \text{ ft.}$$

Step 2. Determine depth at design spread.

$$d = S_x T = (0.02)(10.0 \text{ ft.})$$
$$d = 0.22 \text{ ft.}$$

Step 3. Determine the depth for the flanker inlets.

$$d = 0.22 \text{ ft.}(0.63) = 0.14 \text{ ft.}$$

Step 4. For use with Table 6-4 or x; $d = 0.22 - 0.14 = 0.07 \text{ ft.}$

$$\text{Inlet spacing} = x = [200(0.07)98.4]^{0.5} = 37 \text{ feet.}$$

TABLE 6-4: DISTANCE TO FLANKING INLETS

d(ft)	K (Feet)									
	20	30	40	50	70	90	110	130	160	167
0.03	11	13	15	17	20	23	26	28	31	32
0.06	15	19	22	24	29	33	36	39	44	45
0.1	20	24	28	32	37	42	47	51	57	58
0.2	28	35	40	45	53	60	66	72	80	82
0.3	35	42	49	55	65	73	81	88	98	100
0.4	40	49	57	63	75	85	94	102	113	116
0.5	45	55	63	71	84	95	105	114	126	129
0.6	49	60	69	77	92	104	115	125	139	142
0.7	53	65	75	84	99	112	124	135	150	153
0.8	57	69	80	89	106	120	133	144	160	163

- NOTES:**
- 1) $x = (200dK)^{0.5}$, where x = distance from low point
 - 2) d = depth at curb in feet (does not include sump depth)
 - 3) Maximum k = 167

6.3.9. Inlet Clogging

The inlet reduction factors outlined in Table 6-5 shall be used to the increase the calculated inlet length or area to accommodate clogging from debris, pine needles, snow/ice, etc.

TABLE 6-5: INLET CLOGGING FACTORS

<u>INLET TYPE</u>	<u>DESIGN CONDITION</u>	<u>CLOGGING FACTOR (%)</u>
Grate	Sump	50
Grate	Continuous Grade	50
Curb Opening	Sump	20
Curb Opening	Continuous Grade	20
Combination, sweeper	Sump	35
Combination, equal length	Sump	50
Combination, equal length	Continuous Grade	50
Combination, sweeper	Continuous Grade	50 - grate; 20 - curb opening
Slotted Drain	Continuous Grade	20

6.4. INLET SPACING PROCEDURE ON CONTINUOUS GRADE

Allowable design spread is the governing criterion for locating storm drain inlets on a continuous grade. The interception of the upstream inlet will dictate the initial spread and as flow is contributed to the gutter section in the downstream direction, the spread increases. The next downstream inlet is located at the point where the actual spread equals the allowable spread. The spacing of the inlets is a function of the amount of upstream carryover flow, the intermediate tributary drainage area, and the gutter geometry.

After determining those locations where inlets are necessary as outlined in Section 6.3.3, inlet spacing can be computed by the following procedure and using the inlet computation sheet given in Figure 6-12:

- Step 1 Complete the blanks at the top of the sheet to identify the job by project name, project #, street name, and designer's initials.
- Step 2 Mark on the plan sheet(s) the location of inlets which are necessary for 100% interception as outlined in Section 6.3.3.
- Step 3 Start at the high point, at one end of the job if possible, and work towards the low point. Begin at the next high point and work backwards toward the same low point.
- Step 4 To begin the process, select a trial drainage area approximately 300 ft to 500 ft long below the high point and outline the area on the plan. Include any area which may drain over the curb, onto the street. Drainage from large areas behind the curb must be intercepted before it reaches the roadway.
- Step 5 In Columns 1 & 2, record the proposed inlet by number and station. Identify the curb and gutter type in column 19 (remarks). A drawing of the street cross-section should be supplied.
- Step 6 Compute the drainage area outlined in Step 4 and record in Column 3.
- Step 7 A runoff coefficient of 0.90 will be used, enter in Column 4.
- Step 8 Compute the time of concentration, T_c , for the first inlet and enter in Column 5. The minimum T_c is five minutes.
- Step 9 Determine the rainfall intensity based on the time of concentration, T_c . Enter in Column 6.
- Step 10 Compute the discharge in the gutter using $Q = CIA C_f$ and enter in Column 7.
- Step 11 From the roadway profile, enter the longitudinal slope, S_L , at the inlet, into Column 8, taking into account any superelevation.

- Step 12 From the street cross-section enter the cross slope, S_x , in Column 9 and the grate or gutter width, W , in Column 13.
- Step 13 For the first inlet in the series, enter the value from Column 7 into Column 11, since there is no previous bypass flow. Also enter a 0 in Column 10 for the first inlet.
- Step 14 Determine the spread, T , by using Equations 6.1 or Figure 6-1 and enter in Column 14. Also, determine the depth at the curb, d , by multiplying the spread by the appropriate cross-slope, and enter in Column 12. Compare the calculated spread to the allowable spread. Additionally, compare the depth at the curb with the actual curb height. If the calculated spread (Col. 14), is near the allowable spread and the computed depth is less than the curb height, continue on to Step 15. If not, expand or decrease the drainage area up to the first inlet to increase or decrease the spread as needed. Repeat Steps 6 through 14 as needed.
- Step 15 Calculate W/T (Col. 13/Col. 14) and enter the value in Column 15.
- Step 16 Select the inlet type and dimensions and enter in Column 16.
- Step 17 Calculate the flow intercepted by the inlet (grate), Q_i , and enter in column 17. Approximately 75 percent of carryover flow should be intercepted for maximum design efficiency.
- Step 18 Determine the bypass flow, Q_b , and enter in Column 18.
- Step 19 Proceed to the next inlet downstream. The next downstream drainage area should be long and more or less of uniform width. Using an assumed time of concentration of five (5) minutes and a runoff coefficient of 0.90, compute the flow in the gutter and enter in Column 7. Using the drainage area from Step 5 which produces the allowable spread, divide this area by the average drainage area width to estimate the approximate length to next downstream inlet.
- Step 20 Record the previous bypass value from Column 18 in Column 10. Determine the total gutter flow by adding Columns 7 and 10 and enter in Column 11.
- Step 21 Determine the spread and depth at the curb as outlined in Step 14. Repeat Steps 18 through 21 until the spread and depth at the curb are within the design criteria.
- Step 22 Select inlet type and enter in Column 16.
- Step 23 Determine the intercepted flow by subtracting Column 17 from Column 11. This completes the spacing design for the inlet.
- Step 24 Repeat Steps 19 through 23 for each subsequent inlet down to the low point.

CHAPTER 7: STORM DRAINS

This chapter presents policies and criteria for the design and construction of public storm drain systems. Private storm drain systems should also be designed in accordance with this chapter to ensure continuity with public systems. Procedures for sizing storm drains and computing the energy losses and hydraulic grade line through a storm drain system are also presented.

Storm drains are generally that portion of a roadway drainage system that are designed to collect surface water through drainage inlets and convey the water through closed conduits to an outfall. The conduit system is comprised of different lengths, shapes, and sizes of storm drain pipes which are connected by appurtenant structures such as manholes, junctions, or other miscellaneous structures. A section of conduit connecting one inlet or appurtenant structure to another is termed a "segment". Storm drain system outfalls will typically be open channels, storm drain main lines, detention facilities, or other bodies of water.

7.1. POLICIES

- a. All offsite runoff from whatever source must be taken into account in the design of a storm drain system if such runoff could affect the street that the storm drain is serving.
- b. Storm drain systems serving collector and arterial streets must keep one twelve (12) foot lane of traffic open in each direction for the 10-year design storm and the 100-year storm within the right-of-way. Storm drain systems for local streets must keep the 10-year design flow between the curbs.
- c. The minimum design frequency for all public storm drain facilities shall be the 10-year design storm. The 100-year design storm may govern in some downstream reaches of a system or for storm drains with larger contributing watersheds. In all cases, both design storms should be checked to determine which condition governs.
- d. The minimum easement width for public storm drains thirty-six (36) inches in diameter or less shall be sixteen (16) feet. For multiple pipe installations or pipe diameter greater than 36 inches in diameter the easement width shall be the conduit width(s) plus eight (8) feet on each side of the conduit.
- e. The minimum acceptable diameter for any public storm drain pipe is eighteen (18) inches or equivalent arch pipe. Main-line storm drains should be at least twenty-four (24) inches in diameter.

- f. New storm drains and manholes shall not be located under existing or future curb and gutter or sidewalk, whenever possible.
- g. When connecting into an existing storm drain system, the existing storm drain systems shall be analyzed to determine available capacity.

7.2. STORM DRAIN DESIGN CRITERIA

7.2.1. Design Velocity and Slope

In general, storm drain slopes and velocities should increase in the downstream direction progressively throughout the length of the system. The minimum allowable storm drain slope for any storm drain pipe shall be 0.5 percent or the slope which will produce a velocity of three (3) feet per second for the pipe flowing full, whichever is greater. Slopes less than 0.5% require special approval by the Stormwater Manager.

Desirable minimum velocity is five (5) feet per second, however all storm drains shall be designed such that the minimum self-cleaning velocity will be three (3) feet per second flowing full. This criteria results in a minimum flow velocity of two (2) feet per second at a flow depth equal to twenty-five (25) percent of the pipe diameter. The minimum slopes necessary to ensure a velocity of 3 ft/sec in storm drains can be calculated by Equation 7.1 below:

$$S = [(n V)^2] / [2.208 R^{4/3}] \quad (7.1)$$

where:

S	= the slope of the hydraulic grade line, ft/ft
n	= Manning's roughness coefficient
V	= the mean velocity (3 ft/sec)
R	= the hydraulic radius, ft.

The following relative flow conditions for different depths in a circular pipe should also be noted:

1. Peak flow occurs at 93 percent of the height of the pipe. This means that if a pipe is designed for full flow, the design will be slightly conservative.
2. The velocity in a pipe flowing half-full is the same as the velocity for full flow.
3. Flow velocities for flow depths greater than full flow are greater than velocities at full flow.
4. As the depth of flow drops below half-full, the flow velocity drops off rapidly.

7.2.2. Alignment

Storm drains shall be straight, with uniform slopes between manholes, whenever possible. Curved

storm drains may be permitted when long radius curves are necessary to conform to street layout, however, storm drains smaller than four (4) feet in diameter should not be designed with curves. Long radius bends are available from many suppliers and are preferred as a means of changing direction in storm drains four (4) foot in diameter or larger, unless a manhole is required. The radius of curvature specified should coincide with standard curves available in the type of material utilized. The minimum radius shall not be less than 100 feet.

7.2.3. Storm Drain Conduit Size

The minimum pipe diameter for public storm drains shall be eighteen (18) inches in diameter. The use of elliptical or arched pipe for storm drains is not recommended and must be approved by the Stormwater Manager prior to use. Storm drain pipe sizes shall increase in the downstream direction. Decreasing the pipe size in the downstream direction is not permitted even for flow on a steeper slope or pressure profiles.

7.2.4. Storm Drain Conduit Material Selection

Factors such as life expectancy, durability, physical strength, depth of cover, joint tightness, hydraulic performance, ease of handling, installation costs, and maintenance should all be considered in the selection of storm drain materials to maximize performance and cost effectiveness. First cost shall not be used as the determining factor.

Permissible pipe materials for public storm drain systems are:

1. Corrugated Metal Pipe (CMP) - 14 Ga., Annular, Aluminized Steel Type 2 per MAG Section 760.
2. CMP - 14 Ga., Helical Corrugated, Aluminized Steel Type 2 per MAG Section 760.
3. Rubber Gasket Reinforced Concrete Pipe (RGRCP) per Subsection 7.2.4.1.
4. Spiral Rib Metal Pipe (SRP) per Subsection 7.2.4.2.
5. High Density Polyethylene Pipe (HDPE) per Subsection 7.2.4.3.
6. Reinforced Concrete Box Culvert (RCB) per Subsection 4.2.2.2.

Standard CMP joints shall be either rivet lap joint construction (annular corrugations) or continuous lock or welded seam (helical corrugations) and wrapped with non-woven geotextile filter fabric or "O" ring gaskets.

All storm drain conduit shall be of sufficient structural strength to withstand AASHTO HS-20-44 loading at a minimum. Special designs may be required depending on loading requirements and depths of backfill.

7.2.4.1. Reinforced Concrete Pipe (RCP)

The service life of most RCP can be 75 years or longer, depending on factors such as corrosion, abrasion, and freeze-thaw. RCP is available in diameters ranging from 18 - 144 inches and in typical manufactured lengths of 7.5 - 8 feet.

Non-reinforced concrete pipe is not permitted for public storm drain systems.

All RCP shall be a minimum of Class III under public roadways and shall be manufactured in accordance with the following standards:

- MAG Section 735 - Reinforced Concrete Pipe.
- ASTM C76 - Reinforced Concrete Culvert, Storm Drain and Sewer Pipe.
- ASTM C443 - Reinforced Low-Head Concrete Pressure Pipe.
- ASTM C443 - Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets
- ASTM C665 - Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe.

Material standards for concrete aggregate, steel reinforcing, Portland cement, and gaskets are also referenced in the above specifications. RCP should be designed for each individual project. Indirect design is typically used and is presented in the Concrete Pipe Handbook (SAMM or 3EB) prepared by the American Concrete Pipe Association.

The maximum allowable velocity for RCP shall be 20 ft/sec. Velocities greater than 20 ft/sec. may require increases in the compressive strength of the concrete, increases in specific hardness of the concrete aggregate, increased the cover over the reinforcing steel, or providing plastic lining.

The minimum allowable cover for RCP shall be one (1) foot from top of pipe to top of subgrade. The maximum allowable cover for Class III RCP installed in clay soils shall be 11 feet for 18 - 42 inch RCP; 12 feet for 48 - 78 inch RCP; and 13 feet for 84 - 144 inch RCP.

Joints for RCP shall be bell and spigot ends with O-ring rubber gaskets conforming to MAG Section 765 to provide a watertight joint.

7.2.4.2. Spiral Rib Steel Pipe (SRP)

A service life of SRP can be 50 years or longer, depending on corrosion and abrasion conditions. Available manufactured diameters are typically 18 - 102 inches and in laying lengths of 4 - 40 feet.

The minimum pipe thickness shall be 14 gauge for pipe diameters of 18 - 60 inches and 12 gauge for pipe diameters of 60 - 72 inches. SRP with diameters greater than 72 inches will require structural design to determine adequate gauge thickness.

Materials for SRP shall meet the following standards:

- AASHTO M274 - Steel Sheet, Aluminum Coated (Type 2) for Corrugated Steel Pipe.
- ASTM A819 - Steel Sheet, Aluminum Coated (Type 2) for Storm Sewer and Drainage Pipe.

Pipe shall be manufactured in accordance with the following standards:

- AASHTO M36 - Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains.
- ASTM A760 - Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains.
- MAG Section 760 - Coating Corrugated Metal Pipe and Arches.

SRP shall be designed in accordance with the following standards:

- AASHTO Standard Specification for Highway Bridges, Section 12 - Soil-Corrugated Metal Structure Interaction Systems.
- ASTM A796 - Structural Design of Corrugated Steel Pipe, Pipe Arches, and Arches for Storm and Sanitary Sewers and Other Buried Structures.

The minimum allowable cover for SRP, from top of pipe to top of subgrade, shall be one (1) foot for 18 - 48 inch diameter pipe; 1.5 feet for 54 - 72 inch pipe; and two (2) feet for over 72 inch diameter pipe. The maximum allowable cover shall be 30 feet for pipe diameters of 18 - 54 inches; 28 feet for 60 inch pipe; 26 feet for 66-inch; 24 feet for 72-inch; and 22 feet for 78-inch or greater.

Joints for SRP shall be coupling bands conforming to AASHTO M36 with O-ring gaskets to produce a watertight joint. Coupling bands shall be a minimum of 10.5 inches wide and shall be made from aluminized steel of the same thickness as the pipe. Hardware for coupling bands shall conform to AASHTO M36 and rubber gaskets shall meet the requirements of AASHTO M198.

7.2.4.3. High Density Polyethylene Pipe (HDPE)

A service life of HDPE can be as high as 75 years, depending on such factors as photo degradation, oxidative degradation, and slow crack growth under tensile stressing. However, HDPE conduit does not have a long history of use for storm drain, particularly in the Flagstaff area.

Parameters for use of HDPE for public storm drains are as follows:

1. Pipe diameters between 18 and 36 inches.
2. The minimum allowable cover for HDPE shall be two (2) feet or one (1) pipe diameter, whichever is greater, from top of pipe to top of subgrade.
3. The maximum allowable cover shall be ten (10) feet.

HDPE pipe shall meet the following standards:

- MAG Sections 601, 603, and 738.
- ASTM F-894.

HDPE pipe shall be designed so that deflections are limited to five (5) percent. Deflections should be determined using the Modified Iowa Deflection Formula.

Joints for HDPE shall be bell and spigot type joints and elastomeric gaskets to provide a watertight joint. Split couplings shall not be used. Joints shall meet AASHTO M294 standards. Mandril testing may be required at the discretion of the Stormwater Manager.

7.2.5. Separation Requirements

Installation and backfill requirements for public storm drains shall be in accordance with City of Flagstaff Engineering Design & Construction Standards.

Vertical and horizontal separation requirements for storm drain conduit to waterlines shall be the same as for sewer pipes per the City of Flagstaff Engineering Design and Construction Standards & Specifications.

The minimum clearance between storm drains and all other dry underground utilities shall be twelve (12) inches and shall cross at angles greater than forty-five (45) degrees, if possible. If 12 inches of separation cannot be maintained, one of the pipes must be encased in concrete.

Crossings of open channels may require concrete encasement to minimize damage to the pipe if adequate cover (24" minimum) cannot be obtained or scour is anticipated.

7.2.6. Storm Drain Outfalls

All storm drain systems will have an outfall where the flow is discharged into either a natural watercourse, artificial channel, another storm drain system, or other drainage facility. Several aspects of storm drain outlet design must be given consideration, including but not limited to the invert of the storm drain outlet, tailwater elevation(s), type of receiving watercourse, orientation of the outlet, and local scour.

If the outfall is a wash or stream, it may be necessary to consider the coincidental probability of two hydrologic events occurring at the same time. There may be instances where excessive tailwater causes flow to back up in the storm drain system and possibly cause surcharging out inlets and manholes. The invert of the storm drain outlet shall be a minimum of one (1) foot above the channel invert at the same point, whenever possible.

The tailwater depth at the storm drain outlet must be considered carefully for purposes of evaluating the hydraulic grade line. See Section 7.7.3 for guidance on determining the proper tailwater elevation.

Storm drains that discharge into open channels shall be provided with an appropriate headwall/wingwall. Projecting outlets are not permitted. The orientation of a storm drain outlet into a wash or channel should be positioned so the discharge is pointed in the downstream direction. This will reduce turbulence and the potential for local scour. If the outlet is perpendicular to the direction of flow in the receiving channel, erosion of the opposite channel bank must be considered and a channel bank lining of riprap or other appropriate material will be required. An energy dissipator may be required if outlet velocities warrant.

7.3. MANHOLES AND JUNCTION STRUCTURES

The primary function of a storm drain manhole is to provide access to the storm drain system for inspection and maintenance. Manholes also serve as flow junctions and can provide ventilation or pressure relief for the storm drain system. Catch basins can also serve as access holes and can be used instead of manholes in some cases to provide the benefit of extra stormwater interception.

7.3.1. Location and Spacing

Manhole location and spacing criteria has been developed primarily for storm drain maintenance requirements. At a minimum, manholes are required for the following locations:

1. At junctions where two or more storm drains converge, excepting laterals from adjacent catch basins,
2. at vertical deflections,
3. changes in pipe size, and
4. at horizontal alignment changes as outlined below:

PIPE DIAMETER (INCHES) DEFLECTION

18 - 42	$\geq 22\frac{1}{2}$ degrees
42 and up	≥ 45 degrees

5. Manholes may also be required by the Stormwater Manager at other locations to facilitate maintenance.

Manholes at vertical deflections shall be at or as close as practical to the point of deflection, with allowance for manufactured bends. If the manhole is not at the point of deflection, it shall be located immediately upstream of the deflection.

In addition to the above criteria, manholes will be required at intermediate points along long runs of storm drain in accordance with the criteria outlined in Table 7-1.

TABLE 7-1: Manhole Spacing Criteria

<u>PIPE DIAMETER (INCHES)</u>	<u>MAXIMUM DISTANCE (FEET)</u>
18 - 24	300
27 - 36	400
42 and up	500

If possible, manholes shall not be located in traffic lanes. However, if it is not possible to avoid locating a manhole in a traffic lane, every effort shall be made to avoid locating it within a street intersection and/or the vehicle wheel path.

7.3.2. Manhole Configurations

Typical manhole configurations are illustrated in Figure 7-1. Storm drain manholes shall be constructed in accordance with current adopted MAG Standard Details. Where storm drains are too large (60" and up) to reasonably accommodate MAG concrete manhole structures, a vertical riser or prefabricated "tee" to the storm drain may be used with prior approval from the Stormwater Manager and special design considerations.

A pressure manhole shaft and pressure frame and cover is required whenever the design hydraulic grade line elevation at the manhole is within twelve (12) inches of the adjacent ground elevation.

To differentiate storm drain manholes from sewer or communication conduits, the manhole cover shall have the words "STORM DRAIN" cast into the top surface of the cover in accordance with MAG Standard Detail 424 lettering requirements.

Manhole depths shall be determined by the storm drain profile and surface topography. Common depths range from five (5) to thirteen (13) feet. Manholes which are shallower or deeper may require special design considerations. Deep manholes (greater than 12 feet) shall be five (5) feet in diameter and must be designed to withstand soil pressures. If a manhole will extend below the water table, it must also be designed to withstand hydrostatic pressure and/or seepage. Proper access steps or built-in ladders must be provided for manholes deeper than two (2.0) feet.

Manhole shafts shall be sixty (60) inches in diameter for storm drain pipes thirty-six (36) inches in diameter or greater.

7.3.3. Manhole Shaping

Figure 7-2 depicts several types of manhole shaping configurations which have been found to be efficient in reducing head losses at junctions and bends. Flow channels and benches (see Figure 7-1) may also be used to decrease losses and reduce unnecessary turbulence in the manhole. Benching should only be used when the hydraulic grade line is relatively flat and there is no appreciable head available. Typically, the slopes of a storm drain system do not require the use of benches to hold the hydraulic grade line in the correct place.

A minimum drop of 0.10 foot is required through all storm drain manholes. A drop of 0.3 feet is required for a manhole with two contributing laterals, if possible. Where a storm drain changes direction through a manhole without increasing in size, a drop of 0.4 feet is required, if possible. For pipes flowing full, the crown of the outlet pipe should be set below the crown of the inlet pipe by the amount of the loss in the manhole. This is referred to as "hanging the pipe on the hydraulic grade line".

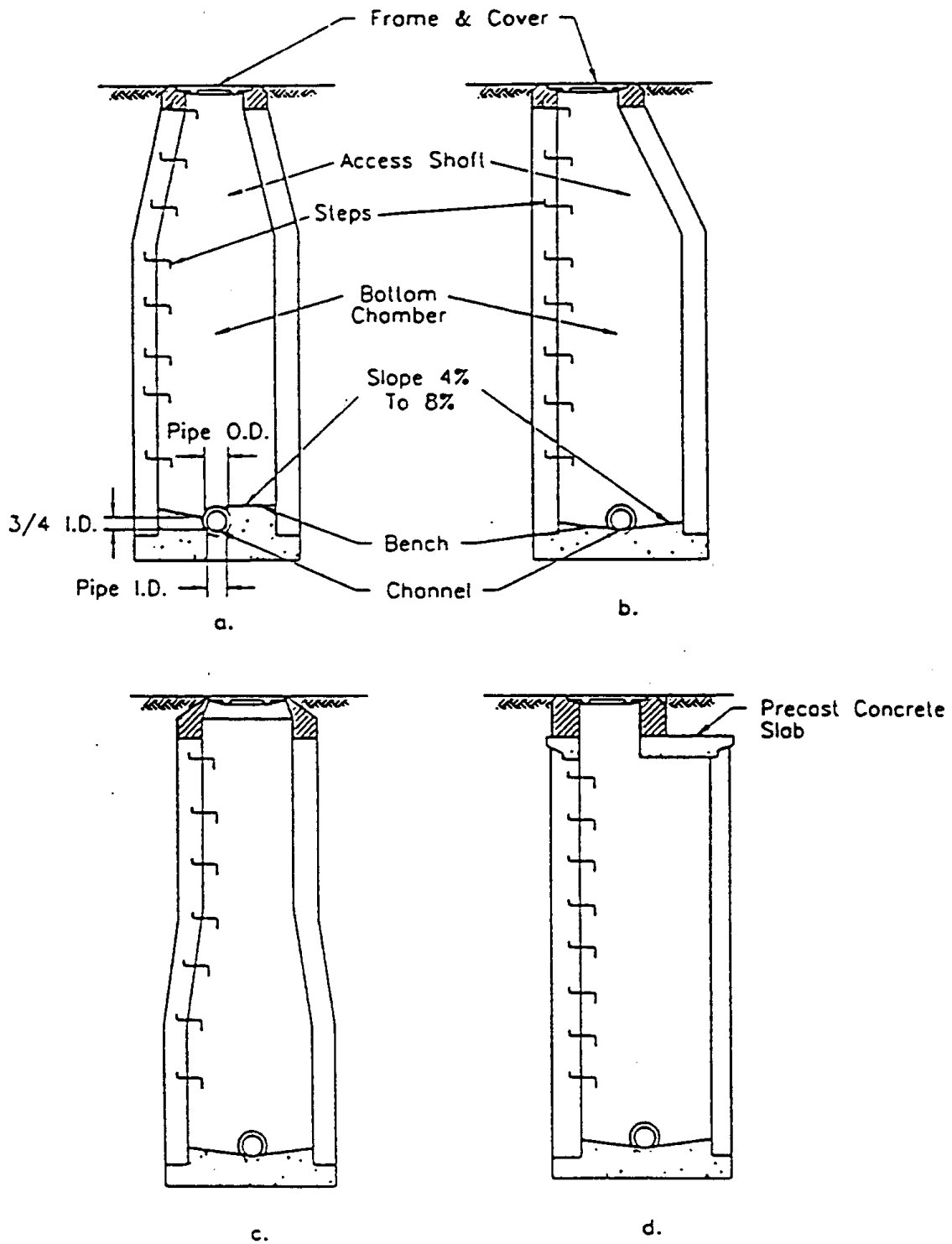


Figure 7-1: Typical Manhole Configurations

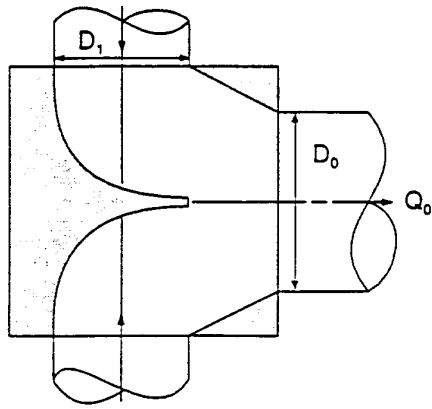
If possible, laterals entering a manhole shall not be aligned opposite one another. A deflection or lateral offset may be required to achieve this. Lateral inflow pipes entering a main line storm drain (without a manhole) shall not be aligned opposite each other, but should be separated laterally by at least two lateral pipe diameters.

7.4. MAINTENANCE CONSIDERATIONS

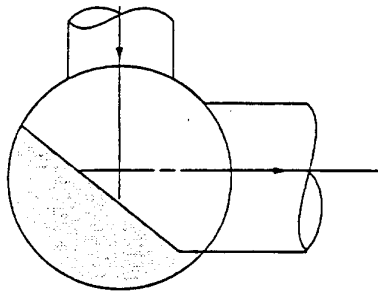
It is essential that maintenance be considered during both the design and construction of storm drain systems. Common maintenance problems associated with storm drains include debris, sedimentation, scour, piping, roadway or embankment settlement, and structural damage to the conduit. The likelihood of scour and abrasion inside the conduit should also be considered during design. Access for inspection and maintenance of storm drains as well as drainage inlets must also be considered.

Clearing accumulated debris and sediment from storm drain and inlets is a routine maintenance requirement for any facility owner, however this problem is often overlooked during construction and adequate sediment/erosion control precautions should be undertaken.

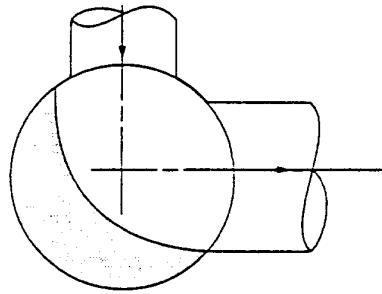
Piping, roadway or embankment settlement, and structural damage problems, when they occur, are usually attributed to poor construction practices and can be avoided through proper design, installation specifications, and inspections.



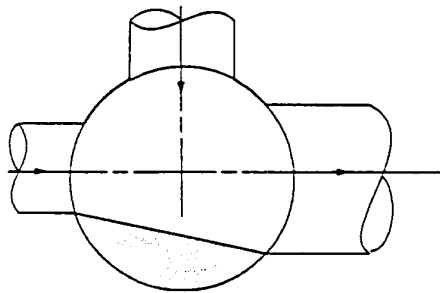
Directly opposed lateral with deflector
(head losses are still excessive with this method, but are significantly less than when no deflector exists.)



Bend with straight deflector



Bend with curved deflector



Inline upstream main and 90° lateral with deflector

Figure 7-2: Efficient Manhole Shaping Configurations
Source: University of Missouri

7.5. STORM DRAIN HYDRAULICS

The design procedures presented in this section assume that flow within each storm drain segment is steady and uniform, meaning that the discharge and depth of flow in each segment are assumed to be constant with respect to time. The average velocity throughout each segment is also considered to be constant.

In actual storm drain systems, the flow at each inlet is variable and flow conditions are not truly steady or uniform. However, since the usual hydrologic methods used in storm drain design are based on computed peak discharges at the beginning of each segment, it is a conservative practice to design using the steady uniform flow assumption.

7.5.1. Open Channel vs. Pressure Flow

There are two design conditions for designing storm drains under the steady uniform flow assumption: (1) open channel or gravity flow, and (2) pressure flow.

For ordinary conditions, all public storm drains systems shall be designed and sized based on the assumption that they will flow full or practically full under the design discharge and will not be placed under a pressure head. This is a conservative approach since the peak flow actually occurs at 93% of full flow. Due to pipe size constraints, particularly at the upper end of a system, full flow design may not always be possible and open channel flow will occur.

7.5.1.1. Open Channel Flow

For open channel flow to occur, the storm drain must be sized so that the water surface within the pipe remains open to atmospheric pressure and the flow energy is derived from the flow velocity, depth, and elevation.

Designing a storm drainage system for open channel flow may result in conduit sizes larger than those of pressure flow. However, this design practice provides a factor of safety by providing additional flow capacity for increases in flow above the design discharge. This factor of safety is often desirable since the methods of peak discharge estimation are not exact, and once in place, storm drains are costly to upsize and replace.

7.5.1.2. Pressure Flow

Pressure flow design requires that the flow in the storm drain be at a pressure greater than atmospheric. The flow energy is also derived from flow velocity, depth, and elevation, however the pressure head will be above the top of the conduit and will not equal the depth of flow in the conduit.

Under pressure flow, the pressure head rises to the level represented by the hydraulic grade line (see Section 7.7), which is the level to which water would rise in a vertical tube (e.g., manhole) at any

point along the storm drain.

There are situations where pressure flow design is desirable. For example, it may be necessary to use an existing system which must be placed under pressure flow to accommodate the proposed design flows. In some cases, the large grade changes typical in the Flagstaff area will create pressure flow situations. When pressure flow is justified, the design hydraulic grade line must be a minimum of twelve (12) inches below the finished grade, gutter flowline elevation, or grate invert elevation at inlets, whichever is lower, when all energy losses are considered. Caution should be taken to ensure that the pressure within the pipe does not exceed the manufacturer's maximum safe limits for joints and seals.

7.5.2. Hydraulic Capacity

The hydraulic capacity of storm drain conduit with circular cross sections flowing full can be computed with Manning's Equation as follows:

$$V = [1.486 R^{2/3} S^{1/2}] / n \quad (7.2)$$

where: V = mean velocity of flow, ft/s
 R = hydraulic radius (area/wetted perimeter)
 S = slope of the hydraulic grade line, ft/ft
 n = Manning's roughness coefficient

In terms of discharge, the above equation then becomes:

$$Q = [1.486 A R^{2/3} S^{1/2}] n \quad (7.3)$$

where: Q = rate of flow, cfs
 A = cross sectional area of flow, ft²

For a conduit flowing full, the above equations become:

$$V = [0.590 D^{2/3} S^{1/2}] / n \quad (7.4)$$

$$Q = [0.463 D^{8/3} S^{1/2}] / n \quad (7.5)$$

where: D = diameter of the pipe, ft

Manning's Equation can also be written to determine friction losses for storm drain pipes as:

$$H_f = [2.87 n^2 V^2 L] / [S^{4/3}] \quad (7.6)$$

and,

$$H_f = [29 n^2 L V^2] / [R^{4/3} (2g)] \quad (7.7)$$

where: H_f = total head loss due to friction, ft (refer to Section 7.7.2)
 L = length of pipe, ft, and
 All other terms are as previously defined.

7.5.2.1. Roughness Coefficient

Manning's "n" values for closed conduit storm drains can be found in Tables 5-3 or 5-4 located in Chapter 5. These values are typically for new pipe based on laboratory testing. Therefore, it is recommended that the Manning's roughness coefficient used for storm drain design reflect the "aged" condition of the storm drain material or actual field conditions since in reality, sediments, dirt, debris, anti-skid materials, leaves, pine needles, and other materials are deposited into storm drain systems and deposit there.

7.5.2.2. Storm Drain Shape

The shape of a storm drain pipe also influences its capacity. For most applications, circular conduit will be utilized, however a significant increase in capacity can be realized by using an alternate shape. Table 7-2 provides a listing of the increase in capacity which can be achieved using alternate conduit shapes that have the same height as the original shape, but have a different cross sectional area. Although alternate shapes are typically more expensive than circular ones, their use can be justified in some cases based on their increased capacity or to provide required cover.

TABLE 7-2: ALTERNATE CONDUIT SHAPE CAPACITY INCREASES

	Area (% Increase)	Conveyance (% Increase)
Circular	--	--
Oval	63	87
Arch	57	78
Box (B = D)	27	27
Box (B = 2D)	154	208

Source: FHWA, HEC-22, 1996

7.6. STORM DRAIN DESIGN - RATIONAL METHOD

This section presents a simplified method of estimating the discharges required to size a storm drain system using the Rational Method. This method can only estimate the peak discharges for small areas which cannot be hydrologically routed.

The total design of a storm drain system is typically divided into the following operations:

1. Determination of inlet location and spacing as outlined in Chapter 6.
2. Preparation of a plan layout and profile of the storm drainage system.
3. Determining the contributing drainage area(s) and resultant peak discharge(s).
4. Computing the hydraulic capacity and hydraulic gradient of the storm drain system.

The three basic guidelines recommended to follow in laying out a storm drain profile are:

1. Keep the storm drain as close to the surface as minimum cover requirements and/or hydraulic design requirements allow to minimize excavation costs.
2. Design the system for full flow conditions. "Hang" the crown of the pipe on the hydraulic gradient for design conditions.
3. Design the system at the uppermost inlet and proceed downstream.

7.6.1. Time of Concentration and Discharge

The design discharge at any point in a storm drain system is not the sum of the flow rates of all inlets above the point of interest and will generally be less than this cumulative total.

In using the Rational Method for storm drain design, the time of concentration becomes very influential in determining the design discharge. The time of concentration is defined as the time required for water to travel from the hydraulically most distant point in the total contributing watershed to the design point. This typically consists of two components: (1) the time for overland and gutter flow to reach the inlet, and (2) the time to flow through the storm drain system to the next point of interest. The flow path having the longest time of concentration to the point of interest in the storm drain system will usually define the duration used in selecting the rainfall intensity used in the Rational Equation.

There are exceptions, however, to this application of the Rational Method. For example, a smaller, highly impervious subarea within a larger drainage area may have an independent discharge higher than that of the total drainage area. This is typically due to the higher C value and higher intensity associated with the short time of concentration and can occur when a highly impervious area exists at the most downstream portion of the total drainage area and the total drainage area flows through the lower impervious area. When this situation occurs, two separate calculations should be made and the largest value of discharge is used:

1. Calculate the runoff from the total drainage area with its weighted C value and intensity associated with the longest time of concentration.
2. Calculate the runoff from only the smaller impervious area using a higher C value and higher intensity associated with the shorter time of concentration.

7.6.2. Storm Drain Sizing Procedure

The actual storm drain design can be accomplished by the following procedure and using the Storm Drain Computation Sheet provided in Figure 7-3. This procedure assumes that each storm drain segment will be initially designed under a full flow condition.

- Step 1. Prepare a working plan layout and profile of the proposed storm drain system which establishes the following:
- a. location of storm drains,
 - b. direction of flow,
 - c. location of manholes or other structures,
 - d. numbering of all structures and storm drain segments, and
 - e. location of existing and proposed utilities (e.g., water, sewer, gas, electric, cable, etc.)
- Step 2. Determine the following hydrologic parameters for the tributary drainage areas for each inlet on the storm drain system:
- a. drainage areas,
 - b. runoff coefficients, and
 - c. travel time.
- Step 3. Using the information generated in Steps 1 and 2, complete the following information on the design form for each segment of pipe starting at the upstream most storm drain segment:
- a. Enter the FROM and TO stations in Columns 1 and 2.
 - b. Enter the length of the pipe segment in Col. 3 (LENGTH).
 - c. Enter the incremental drainage area in Col. 4 (INC. D.A.).
- The incremental drainage is that area tributary to the inlet at the upstream end of the storm drain segment under consideration.
- d. Enter runoff coefficient (C) in Col. 6 using the appropriate frequency factor

(1.1 for 25-year or 1.25 for 100-year).

This is the runoff coefficient for the drainage area tributary to the inlet at the upstream end of the storm drain segment under consideration. Refer to Section 3.1.6 for appropriate C values.

- e. Compute and enter the inlet time of concentration in Col. 9 (T_c INLET).

This is the time required for water to travel from the hydrologically most distant point of the drainage area to the inlet of the upstream end of the storm drain segment under consideration.

- f. Compute and enter system time of concentration in Col. 10 (T_c SYSTEM).

This is the time for water to travel from the most remote point in the storm drain system to the upstream end on the storm drain segment under consideration. For the beginning of the storm drain system this will be the same as the value in Col. 9. For all other pipe segments this value is computed by adding the SYSTEM T_c in Col. 10 to the SEGMENT TIME in Col. 17 from the previous segment to get the system T_c at the upstream end of the section under consideration.

Step 4. Using the information from Step 3, compute the following:

- a. Add the incremental area in Col. 4 (INC. D.A.) to the previous section's total area and enter this value in Col. 5 (TOTAL D.A.).
- b. Multiply the value in Col. 4 (INC. D.A.) by the runoff coefficient (C) in Col. 6 and enter the product, DA, in Col. 7 ("INC", "AREA X "C")
- c. Add the value in Col. 7 to the value in Col. 8 ("TOTAL", "AREA" X "C") for the previous storm drain segment and put this value in Col. 8.
- d. Using the larger of the two T_c 's in Col. 9 and 10, determine the rainfall intensity and place this value in Col. 11 (RAIN "I").
- e. Calculate the discharge as the product of Columns 8 and 11. Enter this value in Col. 12 ("Q").
- f. Size the pipe using the criteria presented in Section 7.5.2 to convey the discharge by varying the slope and pipe size as necessary. The storm drain should be sized as close as possible to full gravity flow with a minimum pipe

diameter of 18". Enter pipe size in Col. 13 (PIPE DIA.).

- g. Enter the pipe slope determined in Step 4f in Col. 21.
- h. Place the full flow capacity of the pipe in Col. 14.
- i. Compute the full flow and design flow velocities in the pipe and place these values in Columns 15 and 16, respectively.
- j. Calculate the travel time in the pipe segment by dividing the pipe length in Col. 3 by the design flow velocity in Col. 16. Enter this value in Col. 17.
- k. Calculate the approximate crown drop at the structure to off-set the potential structure energy losses using Equation 7.12 or 7.13. Enter this value in Col. 20.
- l. Compute the pipe inverts at the upper (U/S) and lower (D/S) ends of this segment of pipe, including any pipe size changes that occurred along this segment.

Step 5. Repeat Steps 3 and 4 for all pipe segments to the storm drain outlet.

Step 6. Check the design by calculating the hydraulic grade line as described in Section 7.7.

7.7. HYDRAULIC GRADE LINE EVALUATION

The final step in designing a storm drain system is to check the hydraulic grade line (HGL) to determine if the design is adequate. The HGL is used by the designer in determining the acceptability of a proposed storm drain design by establishing the elevation to which water will rise in manholes and inlets when the system is operating under the design discharge and condition.

The "isolated pipe" approach of storm drain design is not acceptable for determining the hydraulic grade line on multiple inlet, multiple pipe storm drain systems. This simplified approach entails breaking the storm drain system into isolated pipes that are not connected through loss producing structures such as manholes or junction boxes and applying Manning's formula to determine the flow depth in each segment. Although this approach may be suitable for a single inlet, single pipe system, it can lead to false results and undesirable consequences on longer storm drain systems, therefore running the hydraulic grade line computations through the system is required.

Hydraulic grade line computations are based on the Bernoulli equation and can be expressed as:

$$V_1^2/2g + D_{hg1} + S_oL = V_2^2/2g + D_{hg2} + S_fL + H_m \quad (7.8)$$

The terms used in Equation 7.16 are defined in Figure 7.4b. The minor losses (H_m), in feet, are included in Equation 7.16 due to their importance in computing the HGL. The HGL is equal to the total energy grade line minus the velocity head ($V^2/2g$) at any point along the storm drain.

In general terms, the HGL is calculated by starting with the controlling tailwater elevation (see Section 7.7.3) at the storm drain outfall. From that elevation, calculations proceed upstream from junction to junction or manhole to manhole. At the lower end of the of each junction, the pipe friction losses from the downstream section (expressed in feet of loss) are added to the downstream HGL elevation. At the upstream end of each junction, the minor losses through the junction are added. If the transition is to a ditch section, the losses added are the entrance losses to the pipe system.

A manual procedure for computing the hydraulic grade line is presented in Section 7.7.4. Computer programs are readily used to design and analyze storm drain systems, however, these programs may utilize different methods to determine the energy losses than those presented in this chapter. The designer should review the methods used by computer programs and have the program approved by the Stormwater Manager prior to use.

The maximum hydraulic gradient shall not produce a velocity that exceeds 20 feet per second.

7.7.1. Open Channel Flow

For true open channel flow conditions, the HGL is a line representing the free water surface elevation at any point. The pipe and friction slopes for storm drains are assumed to be equal. Therefore, it is

not necessary to compute a hydraulic grade line for these storm drains if the soffits of connecting pipes of unequal size are set at the same elevation, and if minor head losses along the storm drain are minimal. The HGL should then be set equal to the normal flow depth in the pipe(s). Figure 7-4a defines the relationships of open channel flow in a closed circular conduit.

7.7.2. Energy Losses

All typical energy losses shall be accounted for, as applicable, in all storm drain designs. Energy (head) is required to overcome the changes in momentum or turbulence caused by losses at inlets, outlets, pipe bends, transitions, junctions, and manholes. It is necessary to estimate all energy losses through storm drain pipes and junctions prior to computing the hydraulic grade line. These typical energy losses are outlined below and are summarized in Figure 7-5.

7.7.2.1. Pipe Friction Losses

Pipe friction or boundary shear loss is typically the major head loss in a storm drain system and can be estimated by Equation 7.8:

$$H_f = S_f L \quad (7.9)$$

where: H_f = friction loss, ft
 S_f = friction slope, ft/ft
 L = length of pipe, ft.

The friction slope is also the slope of the hydraulic gradient for a particular pipe segment and is defined as:

$$S_f = [Qn / (1.486 A R^{2/3})]^2 \quad (7.10)$$

where: R = hydraulic radius

7.7.2.2. Entrance Losses

The following equation is used to determine entrance losses for beginning flows:

$$H_e = K_e (V^2 / 2g) \quad (7.11)$$

where: K_e = 0.50, assuming square-edge

7.7.2.3. Outlet Losses

The outlet loss from a storm drain is a function of the change in velocity at the pipe outlet. For

sudden expansion such as at an endwall, the outlet loss is:

$$H_O = 1.0 [(V_O^2/2g) - (V_d^2/2g)] \quad (7.12)$$

where: V_O = average outlet velocity, and
 V_d = channel velocity downstream of the outlet.

When the outlet is fully submerged, as in a reservoir, $V_d = 0$ and the outlet loss is equal to one times the velocity head. For partially full flow where the pipe outlets in a channel with moving water in the same direction as the outlet water, the outlet loss may be reduced to virtually zero.

7.7.2.4. Junction and Transition Losses

Junctions: A pipe junction is a connection of a lateral pipe to a larger mainline without the use of a manhole or other structure. The loss for a pipe junction (H_j) can be determined as follows:

$$H_j = (V_2^2/2g) - (V_1^2/2g) - [(A_3V_3^2 / A_2g)] \quad (7.13)$$

Figure 7-6(A) depicts this type of junction.

For instances where the mainline pipe diameter increases immediately downstream of the junction, the loss can be determined by:

$$HG = [2 / (A_1 + A_2)] [(Q_2V_2 - Q_1V_1 - Q_3V_3\cos\Theta) / g] \quad (7.14)$$

Figure 7-6(B) depicts this type of junction.

Transitions: Transition loss (H_t) for an expansion where flow velocities decrease in the downstream direction can be determined by:

$$H_t = 0.2 [(V_1^2 / 2g) - (V_2^2 / 2g)] \quad (7.15)$$

Figure 7-6(C) depicts this type of junction.

{PRIVATE }7.7.2.5 Manhole Losses 7.7.2.5 Manhole Losses

Straight Through Manhole: For manholes with no change in either pipe size or discharge, the loss can be determined by:

$$H_{mhs} = 0.05 (V^2 / 2g) \quad (7.16)$$

where: V = velocity of outlet pipe

Manhole with a Bend: For manholes with a bend where the flow changes direction and there is no change in pipe size or discharge, the loss can be determined by:

$$H_{mhb} = K_{mhb} (V^2 / 2g) \quad (7.17)$$

where: K_{mhb} is determined using Figure 7-7.

In cases where the inflow pipe invert is above the water level in the manhole, the outflow pipe will function as a culvert, and the manhole loss and the manhole HGL must be computed using procedures presented in Chapter 5. If the outflow pipe is flowing full or partially full under outlet control, the manhole loss (due to flow contraction into the outflow pipe) can be determined by setting K in Equation 7.17 equal to K_e as defined in Table 5-1. If the outflow pipe is flowing under inlet control, the water depth in the manhole can be determined using the inlet control nomographs given in Chapter 5.

7.7.2.5. Bend Losses

For bends in a storm drain pipe not occurring in a manhole or other junction structure, the minor loss can be determined by:

$$H_b = K_b (V^2 / 2g) \quad (7.18)$$

The bend loss coefficient, K_b , is dependent upon the angle and sharpness of the bend. Figure 7-7 can be used to determine K_b for angles not exceeding 90 degrees.

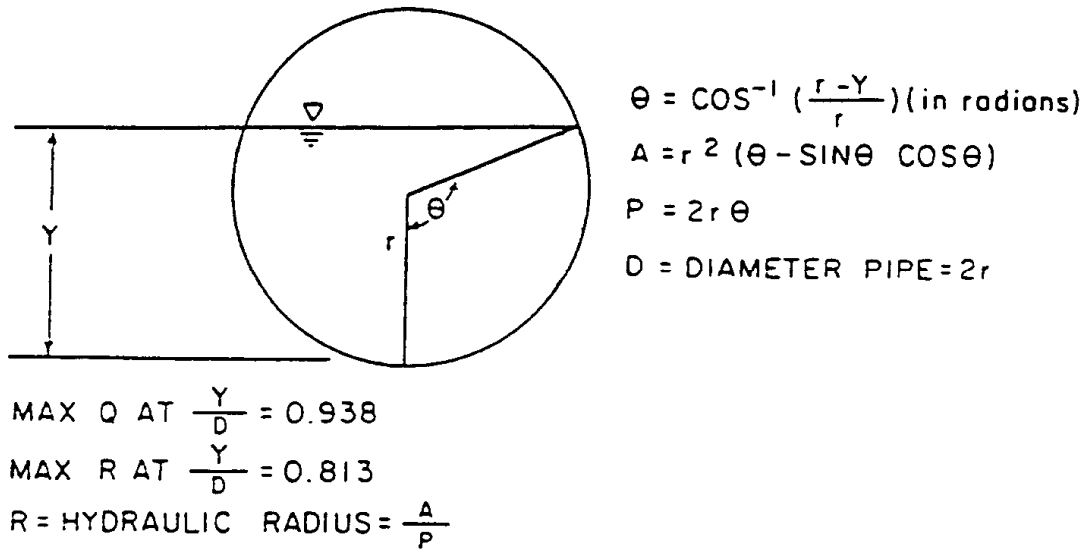


Figure 7-4a: Hydraulic Terms for Circular Conduit

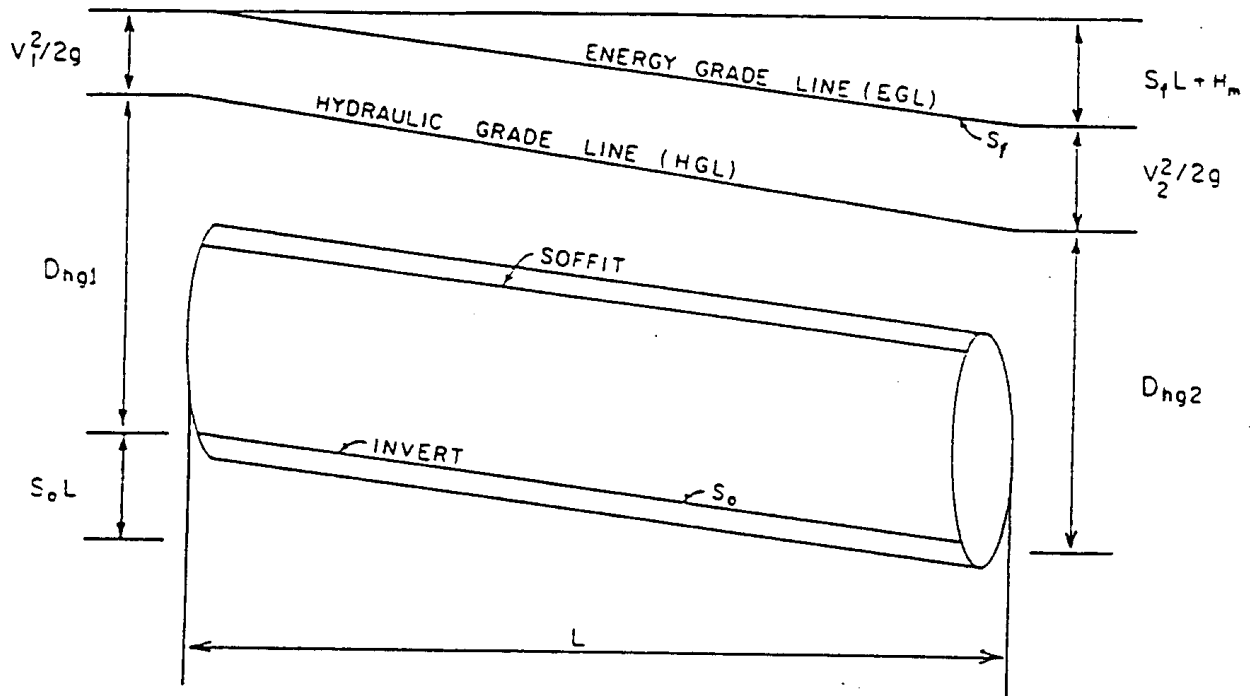



Figure 7-4b: Head Loss Terms for Storm Drains


SUMMARY OF ENERGY LOSSES



$$H_{tm} = \frac{v^2}{2g}$$


TERMINAL JUNCTION LOSSES
(at beginning of run)

Where g = gravitational constant,
32.2 feet per second
per second.



$$H_e = 0.5 \frac{v^2}{2g}$$

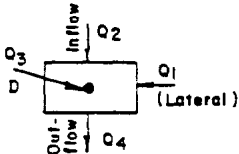
ENTRANCE LOSSES
(for structure at end of run)
Assuming square - edge



$$H_{j1} = \frac{v^2 (\text{Outflow})}{2g}$$

JUNCTION LOSSES

Use only where flows are
identical to above, otherwise
use H_{j2} Equation.



$$H_{j2} = \frac{Q_4 V_4^2 - Q_1 V_1^2 - Q_2 V_2^2 + K Q_1 V_1^2}{2g Q_4}$$

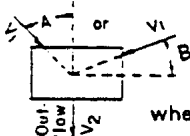
JUNCTION LOSSES
(After FHWA)

Total losses to include H_{j2} plus losses
for changes in direction of less than 90°
(H_b).

Where K = Bend loss factor

Q_3 = Vertical dropped-in flow from
an inlet

V_3 = Assumed to be zero



where $B = 90 - A$

$$H_b = \frac{K V_1^2}{2g}$$

BEND LOSSES
(changes in direction of flow)

Where K	Degree of Turn (A) in Junction
0.19	15
0.35	30
0.47	45
0.56	60
0.64	75
0.70	90

FRICTION LOSS (H_f)

$$H_f = S_f \times L$$

Where H_f = friction head

S_f = friction slope

L = length of conduit

$$S_f = \left(\frac{Qn}{1.486 AR^{2/3}} \right)^2$$

Where Q = discharge of conduit

n = Mannings coefficient of
roughness (use 0.013
for R.C. Pipes)

A = area of conduit

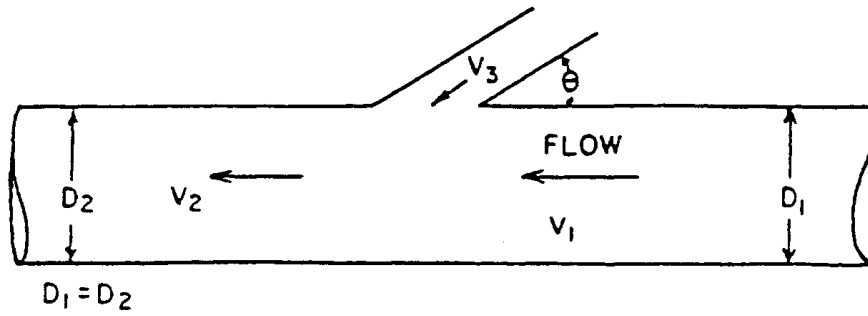
R = hydraulic radius of conduit
($D/4$ for round pipe)

TOTAL ENERGY LOSSES AT EACH JUNCTION

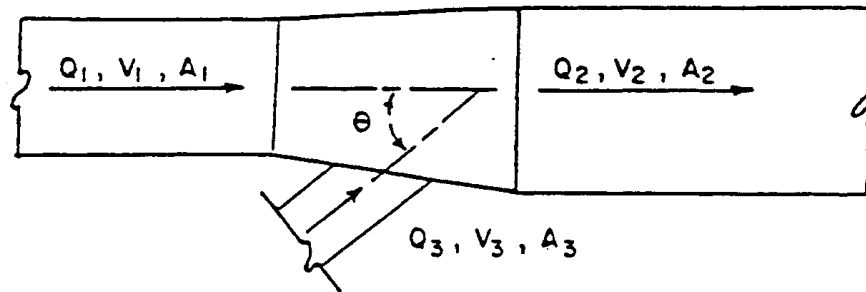
$$H_T = H_{tm} + H_e + (H_{j1} \text{ or } H_{j2}) + H_b + H_f$$

Figure 7-5 Summary of Energy Losses

A JUNCTION



B JUNCTION



C TRANSITION

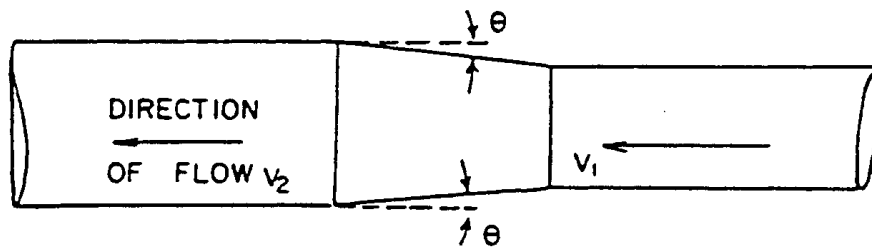


Figure 7-6 Junction and Transition Loss Configurations
 Source: City of Tucson Drainage Standards Manual (1989)

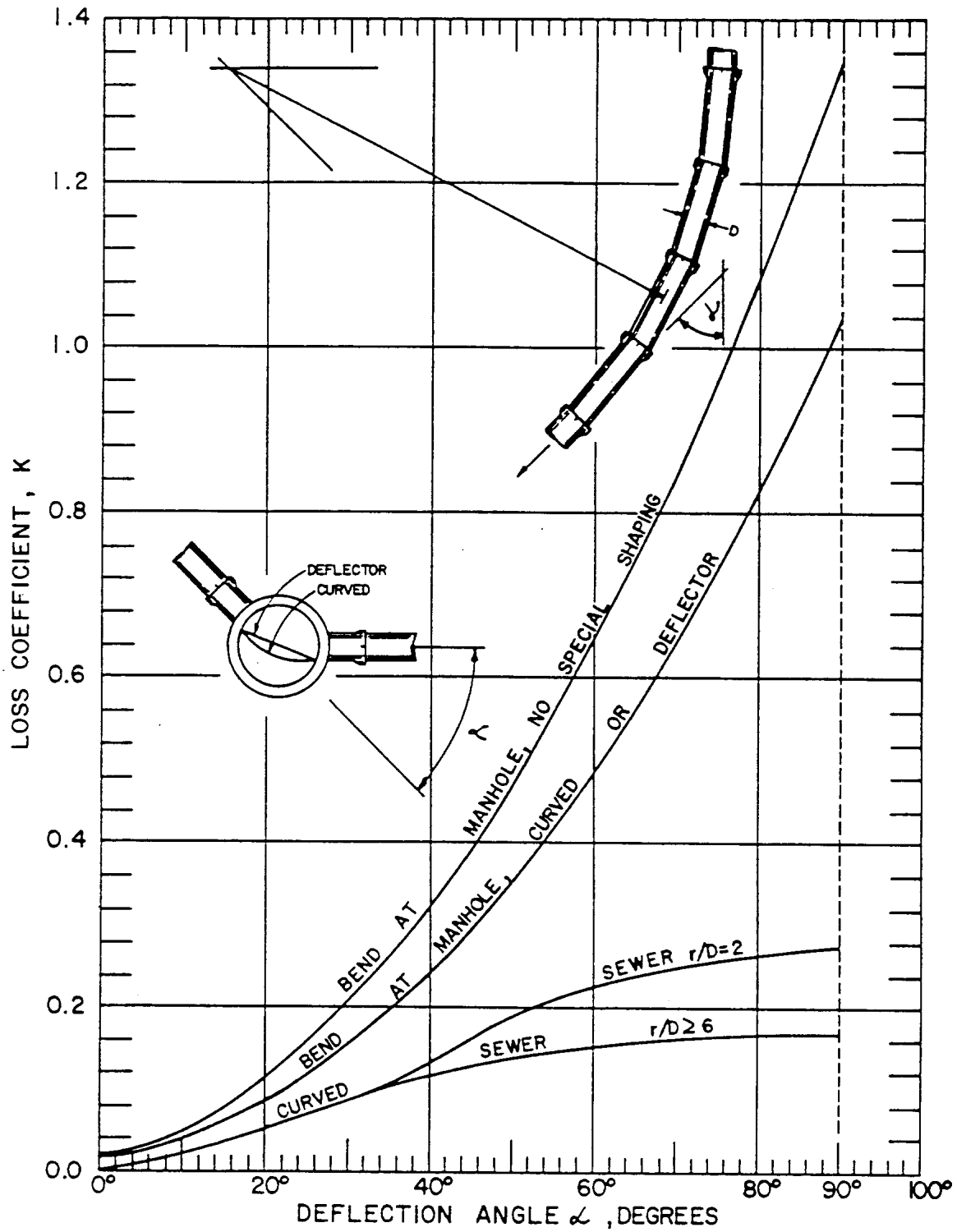


Figure 7-7 Manhole/Bend Headloss Coefficient

7.7.3. Controlling Water Surface Elevation

For most applications, the controlling water surface elevation or tailwater will either be above the crown of the outlet or can be considered to be between the crown and critical depth at the outlet. The tailwater may also occur between critical depth and the invert of the outlet and be a free outfall. The controlling tailwater for purposes of computing the hydraulic grade line shall be determined by one of the following criteria:

1. If the receiving body of water is a detention basin or lake, the tailwater shall either be the normal high water elevation in the lake or the high water elevation in the detention basin for the same design storm as that of the storm drain.
2. If the outfall is a wash, stream, or other open channel, the controlling tailwater shall be the water surface elevation in the channel for the same design storm as that of the storm drain or $(d_c + D)/2$, whichever is greater (where: d_c = critical depth and D = pipe diameter).
3. If the outfall is another storm drain, the controlling elevation shall be the highest hydraulic grade line elevation of the receiving storm drain immediately upstream or downstream of the junction for the same design storm.
4. For low tailwater conditions (TW depth $\leq D/3$), the controlling tailwater shall be $(d_c + D)/2$ plus the invert of the outlet.

7.7.4. Hydraulic Grade Line Evaluation Procedure

This section provides a step-by-step procedure for manual computation of the hydraulic grade line (HGL) using a junction loss methodology. It is recommended that the designer perform and understand this procedure and the energy losses which can occur in a storm drain system to better interpret output from computer generated storm drain designs or analysis. Figure 7-8 illustrates proper and improper use of energy losses in developing a hypothetical storm drain system under pressure flow.

Most storm drain systems are designed to function in a subcritical flow regime where pipe and junction losses are summed to compute the upstream HGL level(s). If supercritical flow occurs, pipe and manhole losses are not carried upstream. Under supercritical flow, the designer should proceed to the next upstream pipe segment to determine its flow regime and continue the process until the storm drain returns to a subcritical flow regime.

The following HGL computation procedure for an outlet control utilizes the computation table given in Figure 7-9:

- Step 1. Enter the station for the junction immediately upstream of the outflow pipe in Col. 1. The HGL computations begin at the outfall and are worked upstream taking each junction into consideration.
- Step 2. Enter the outlet controlling water surface elevation based on the criteria given in Section 7.4.1.
- Step 3. Enter the diameter of the outflow pipe (D_O) in Col. 3.
- Step 4. Enter the design discharge (Q_O) for the outflow pipe in Col. 4.
- Step 5. Enter the length of the outflow pipe (L_O) in Col. 5.
- Step 6. Using Equation 7.9, compute and enter the friction slope (S_f) in ft/ft of the outflow pipe in Col. 6. This assumes full flow conditions.
- Step 7. Multiply the friction slope (S_f) in Col. 6 by the length (L_O) in Col. 5 and enter the friction loss (H_f) in Col. 7. On curved alignments, calculate curve losses by using $H_C = 0.002(\phi)(V^2/2g)$, where ϕ = angle of curvature in degrees and add to the friction loss.
- Step 8. Enter the velocity (V_O) of the outflow pipe in Col. 8.
- Step 9. Enter the contraction loss (H_O) using $H_O = [0.25(V_O^2)] / 2g$ in Col. 9.
- Step 10. Enter the design discharge (Q_i) for each pipe flowing into the junction in Col. 10. Neglect lateral pipes with inflows of less than ten percent of the mainline flow. Inflow must be adjusted to the mainline outflow duration time before a comparison is made.
- Step 11. Enter the velocity of inflow (V_i) for each pipe flowing into the junction in Col. 11 (for exception, see Step 10).
- Step 12. Enter the product of Q_i and V_i (Col. 10 and 11) for each inflowing pipe in Col. 12. When several pipes inflow into a junction, the line producing the greatest $Q_i V_i$ value is the line which will produce the greatest expansion loss (H_i).
- Step 13. Enter the controlling expansion loss (H_i) using $H_i = [0.35 (V_i^2) / 2g]$ in Col. 13.
- Step 14. Enter the skew angle of each inflowing pipe to the outflow pipe in Col. 14 (for exception in Step 10).

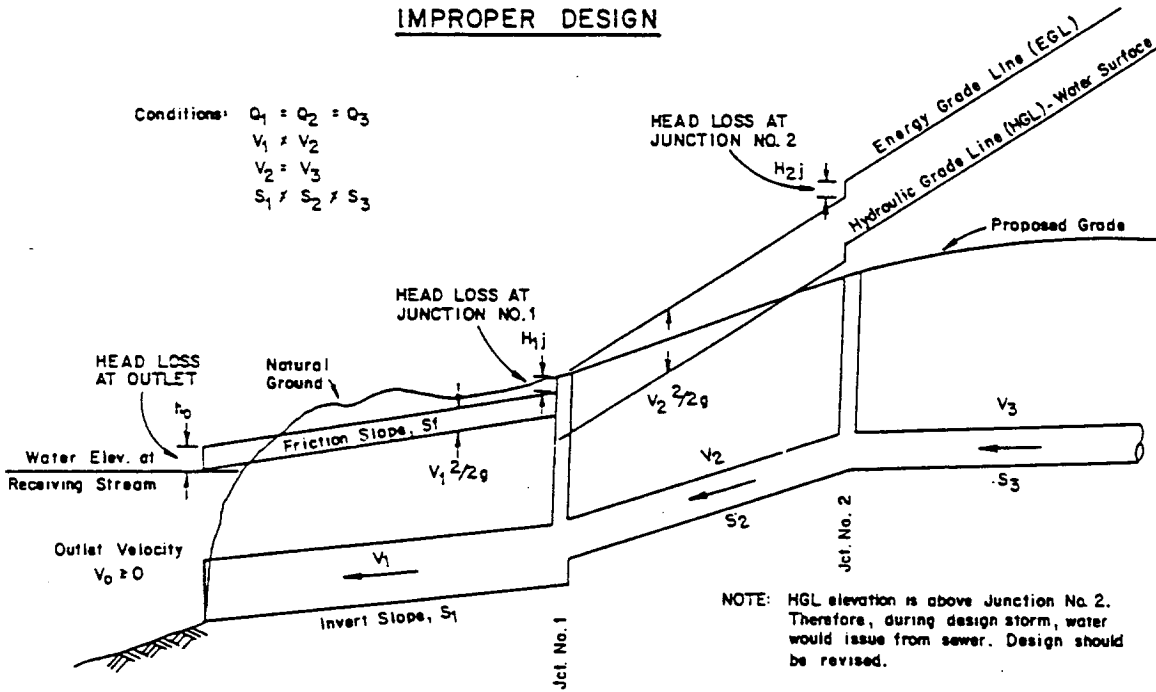
- Step 15. Enter the greatest bend loss (H_B) using $H_B = [K(V_i^2) / 2g]$, where K = the bend loss coefficient from Figure 7-7 corresponding to the various angles of skew of the inflowing pipes.
- Step 16. Enter in Col. 16 the total head loss (H_T) by summing the values in Col's. 9 (H_O), 13 (H_i), and 15 (H_B).
- Step 17. If the junction incorporates adjusted surface inflow of ten percent or more of the mainline outflow (i.e. drop inlet), increase H_T by 30 percent and enter the adjusted H_T in Col. 17.
- Step 18. If the junction incorporates partial diameter inlet shaping, such as standard manholes, reduce the value of H_T by 50 percent and enter the adjusted value in Col. 18.
- Step 19. Enter in Col. 19 the FINAL H (the sum of H_f and H_T adjusted).
- Step 20. Enter in Col. 20 the sum of the elevation in Col. 2 and the FINAL H in Col. 19. This elevation is the potential water surface elevation for the junction under design conditions.
- Step 21. Enter in Col. 21 the rim elevation, ground, top of grate, or gutter flow line, whichever is lowest, of the junction under consideration in Col. 20. If the potential HGL is within one foot of the rim, ground, or gutter elevation, adjustments are needed in the system to reduce the elevation of the HGL.
- Step 22. Repeat the procedure starting with Step 1 for the next upstream junction.

7.7.4.1. Lateral Connections

A connecting lateral from a catch basin will act independently of the main line if the crown elevation of the lateral line, at the catch basin, is above the HGL or crown elevation of the main line, whichever is greater, by the amount of the friction loss (see Equation 7.8). The hydraulic gradient of the connecting lateral pipe is tied into the crown of the main line storm drain (or HGL if under pressure flow). The friction losses are then added to the crown (or HGL) elevation to determine the hydraulic gradient for the lateral.

ENERGY AND HYDRAULIC GRADE LINES
FOR
STORM SEWER UNDER CONSTANT DISCHARGE

IMPROPER DESIGN



PROPER DESIGN

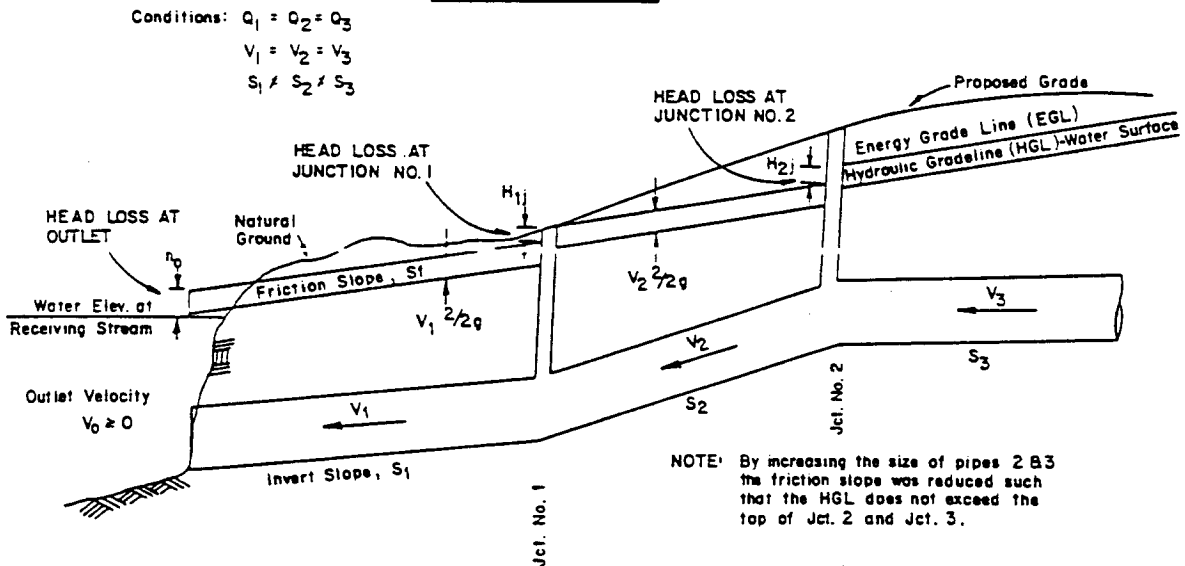


Figure 7-8: Use of Energy Losses In Developing A Storm Drain System

Source: AASHTO Model Drainage Manual

CHAPTER 8: STORAGE AND DETENTION FACILITIES

Urbanization and other land development activities, including construction of roads, changes natural pervious areas into impervious, altered surfaces. In addition, natural drainage systems are often replaced by lined channels, storm drains, and curbed streets. The result of such activities is an increase in the volume of runoff, peak discharge rates, erosion, and non-point source pollution due to the reduction in infiltration and natural vegetation.

In the absence of regional detention facilities and due to inadequate downstream capacities of existing streets, storm drain systems or channels, local on-site or sub-regional detention facilities are necessary to attenuate the increased runoff caused by development. Detention facilities can also serve a dual purpose by improving the quality of stormwater discharges. The temporary storage of stormwater runoff can reduce the extent of downstream flooding, soil erosion, sedimentation, and surface water pollution. Detention facilities can also be used to reduce the costs associated with large storm drain systems.

8.1. POLICIES

- a. Stormwater detention is required for all new subdivisions, commercial and industrial developments, re-development of non-conforming sites (i.e., existing developed sites that do not have detention that have been razed and vacant for greater than six months), and other developments greater than 1/4 acre in size.
- b. Detention requirements may be waived by the Stormwater Manager for the following:
 1. Single-family residential structure or lot (i.e., not associated with a new subdivision).
 2. Residential subdivisions with lot areas ≥ 1 acre in area, if it can be shown that such a waiver will not result in any adverse downstream effects, nor create any disturbance to the existing drainage patterns both within and adjacent to the subdivision.
 3. Developments less than 1/4 acre or increases in impervious area of $\leq 5,000$ square feet. It must be demonstrated to the satisfaction of the Stormwater Manager that there will be no increase in the potential for damages to adjacent properties and adequate off-site or downstream drainage capacity is available.
- c. Detention facility storage volume shall be adequate to attenuate the post-development peak discharge rates to pre-development discharge rates for the 2, 10, and 100-year design storms. Reservoir routing calculations must be used to demonstrate that the

storage volume is adequate.

- d. Detention facility outlet structure release rates shall be less than the pre-development peak runoff rates for the 2, 10, and 100-year storm events, with emergency overflow provisions. Design calculations are required to demonstrate that developed runoff from the 2, 10, and 100-year design storms are controlled.
- e. The total combined post-development discharge from a development cannot exceed the total pre-development peak discharge for the 2, 10, and 100-year storms. Drainage flows of all frequencies shall enter and depart the property to be developed in substantially the same manner as under the pre-developed condition.
- f. The same methodology shall be used for both pre-development and post-development analyses. The detention analysis shall be limited to the area of development only. Contributing drainage areas shall be analyzed separately for purposes of estimating the runoff which must be accepted and conveyed through the site.
- g. The use of pavement parking lot storage as the primary detention facility is not permitted unless other sites or detention alternatives are not available.
- h. Roof-top detention storage is not permitted for meeting City of Flagstaff detention requirements.
- i. Individual on-lot storage systems within single family residential developments is not permitted for meeting City of Flagstaff detention requirements.
- j. Developments which are phased shall prepare a master stormwater detention plan for the entire development. The master stormwater detention plan must either be implemented with the first phase, if possible, or detention must stand alone for each phase. Interim temporary detention facilities may be required for phasing.
- k. The point or points at which a pre-development watercourse enters and leaves a site shall remain substantially the same after the property has been altered for the development. Drainage in general, including sheet flow, should leave the site as it did in the pre-developed condition. Developers must coordinate with downstream properties if the drainage exiting their property is to be changed (e.g., pre-development flow was sheet flow and the post-development discharge is a detention outlet pipe or point discharge).
- l. Discharges from detention facilities shall be designed to enter established downstream drainage systems (e.g., drainage channels, natural watercourses, public streets, or storm drain systems) whenever possible. If flows are to be concentrated or

ponded on the upstream or downstream side of the site, either a recorded drainage easement or written permission must be obtained from the affected property owner(s) prior to issuance of grading or building permits. Discharge velocities shall be reduced or dissipated to provide non-erosive flows and reduce damages to downstream properties.

- m. The City of Flagstaff shall only accept large-scale regional detention basins for operation and maintenance. The City shall not accept small-scale, local on-site detention basins for operation, maintenance, or liability.
- n. Maintenance of local on-site detention facilities shall be the responsibility of the property owner or homeowner's association. The City shall reserve the right to periodically inspect any detention facilities to verify that regular maintenance activities are being performed. Final Plats; Covenants, Conditions, and Restrictions (CC&R's); and/or Development Plans shall include a special note stating that (1) the owner(s) shall be solely responsible for the operation, maintenance, and liability for all detention facilities; and, (2) the City of Flagstaff may periodically inspect said detention facilities to verify that regular maintenance activities are being performed adequately.
- o. The City of Flagstaff Parks and Recreation Division must review and approve proposed stormwater detention facilities designed within designated public areas or parks. Review and approval from the Parks and Recreation Commission may also be required.
- p. No part of a private detention basin shall be constructed in a public right-of-way or public utility easement.
- q. Site designs which consolidate detention areas into a limited number of larger facilities are preferred over designs which utilize a large number of small facilities. Designs which will demand considerable maintenance, will be difficult to maintain and access, or utilize numerous small facilities will not be permitted if other alternatives are physically possible.

8.2. SUBDIVISION REQUIREMENTS

All new subdivisions are required to provide detention for the entire subdivision, including the respective one-half of all abutting streets to the subdivision. Two or more subdivisions may join together to provide a common detention facility.

Preliminary Plat submittals shall be accompanied by a preliminary drainage report in accordance with Section 2.1.2 of this manual.

All Final Plat submittals require a final drainage report, in accordance with Chapter 2 of this manual, which technically demonstrates compliance with City of Flagstaff Floodplain Management Regulations, Stormwater Management requirements, and the drainage policies and design criteria set forth in this manual. This report must be submitted with the subdivision improvement plans and must be accepted prior to recording the final plat.

All subdivisions proposals (including proposals for manufactured home parks) greater than 50 lots or 5 acres, whichever is the lesser, located in FEMA designated Unnumbered Zone A areas must provide base flood elevation and floodway delineation data.

All subdivision proposals within riverine environments with a contributing watershed of 1/4 square mile or more must provide base flood elevation and floodway data in accordance with the criteria set forth on Arizona Department of Water Resources State Standards or other methods approved by the Stormwater Manager.

All final plats within FEMA or a City of Flagstaff designated 100-year floodplain must show the 100-year base flood elevations, floodplain/floodway limits, finish floor elevations a minimum of one (1) foot above the BFE, and appropriate erosion hazard setbacks.

8.3. DETENTION VOLUME ESTIMATION

8.3.1. Estimating Required Volume

The final design of any detention facility requires three items: 1) an inflow hydrograph, 2) a stage vs. storage curve, and 3) a stage vs. discharge curve. However, before the stage-storage and stage-discharge curves can be developed, a preliminary estimate of the required storage volume and the configuration of the detention facility are required. Reservoir-routing computations are then made to determine if the estimated storage volume is adequate and will provide the desired outflow hydrograph(s).

8.3.1.1. Triangular Hydrograph Method

A preliminary estimate of the storage volume required for peak flow attenuation can be estimated from a simplified design procedure that replaces the actual inflow and outflow hydrographs with standard triangular shapes. This method should not be applied if the hydrographs cannot be approximated by a triangular shape since this would introduce additional errors of the preliminary estimate of the required storage. This method will generally yield detention volumes that are low, but will provide a starting point for reservoir routing. The estimated storage volume is the area between the pre- and post-development hydrographs and can be expressed as:

$$V_s = 0.5 T_i (Q_i - Q_o) \quad (8.1)$$

where: V_s = storage volume estimate, ft³
 T_i = duration of storage facility inflow, seconds
 Q_i = peak inflow rate, cfs
 Q_o = peak outflow rate, cfs

Any consistent units may be used for Equation 8.1.

The duration of basin inflow should be derived from the estimated inflow hydrograph.

8.3.1.2. Modified Rational Method

The Modified Rational Method is permissible, but should be used with caution and limited to highly impervious developments under five (5) acres for normal detention design. For extended detention times, methods that can account for longer storms and actual rainfall distributions should be used.

For Modified Rational Method analysis, the duration of the storm shall be that which yields the highest storage requirement. The Modified Rational Graphical Hydrograph Method generally yields more realistic values when compared to fully routed applications. This method requires an iteration process to determine the duration that yields the greatest volume requirement.

The Modified Rational Graphical Hydrograph Method equation is:

$$V = 60 [C_f C_i A t - R(t_d + t_c)/2] \quad (8.2)$$

where: V = the required volume of the pond, cubic feet
 C = the post-development runoff coefficient
 C_f = the antecedent precipitation factor
 i = the rainfall intensity for t , in/hr
 R = the allowable release rate, cfs
 t_d = the storm duration to maximize the volume, min.
 t_c = the post-development time of concentration, min.
 A = drainage area, acres

8.3.2. Reservoir Routing

Proper detention facility design requires reservoir-routing to ensure the detention volume is adequate, determine the high water elevation(s), check for overtopping, and determine peak outflows. The most common method of routing an inflow hydrograph through a detention facility and determining the outflow hydrograph is the Storage Indication Method or the Modified Puls Method. This procedure requires an inflow hydrograph, a stage-discharge curve, and a stage-storage curve. This

section will not present a procedure to perform reservoir-routing. It is recommended that the design engineer utilize commonly available computer programs.

8.3.3. Detention Design Procedure

A generalized procedure for designing detention facilities is presented below:

- Step 1. Compute the inflow hydrographs for runoff from the 2, 10, and 100-year design storms using the procedures outlined in Chapter 3. Both pre and post-development hydrographs are required.
- Step 2. Perform preliminary detention volume requirements for the hydrographs from Step 1 as outlined in Section 8.3.1 or other approved methods. If the storage requirements are satisfied for runoff from the 2, 10, and 100-year design storms, runoff from other intermediate storms are assumed to be controlled.
- Step 3. Determine the physical dimensions necessary to hold the estimated volume from Step 2. The maximum storage requirement calculated from Step 2 should be used.
- Step 4. Size the outlet structure(s). The estimated peak stage will occur for the estimated volume from Step 2. The outlet structure should be sized to convey the allowable discharge at this stage.
- Step 5. Perform reservoir-routing calculations using inflow hydrographs from Step 1 to check the preliminary design. If the routed post-development peak discharges for the 2, 10, and 100-year design storms exceed the pre-development peak discharges, or if the peak stage varies significantly from the estimated peak stage from Step 4, then revise the estimated volume and return to Step 3.
- Step 6. Design emergency overflow from runoff for the post-development 100-year peak discharge.
- Step 7. Evaluate the downstream effects of detention primary outflow and overflow to ensure that the routed hydrographs and discharges do not cause downstream erosion and/or flooding problems.
- Step 8. Evaluate the control structure outlet velocities and provide adequate local scour protection or energy dissipation if the velocity will have adverse downstream effects.

This procedure may involve numerous reservoir routing calculations to obtain the desired results. Generally, the 100-year design storm will determine the size of the basin and the 2-year design storm will determine the minimum size of the outlet structure(s). Typically, the 2-year outlet structure is

sized and the depth of the storage when the 2-year storm is routed through the basin then normally becomes the elevation of the invert or weir for the 10 and/or 100-year storm outlet.

8.4. DETENTION FACILITY DESIGN

8.4.1. General Design Criteria

Detention facilities which incorporate basins below grade or embankments shall be designed and constructed as permanent drainage structures which are protected from long term erosion and are as maintenance free as possible. Detention basins and related facilities should be designed to minimize the following typical problems:

- weed growth,
- grass and vegetation maintenance,
- sedimentation control,
- bank deterioration,
- standing water or soggy surfaces,
- mosquito control,
- blockage of outlet structures,
- litter accumulation, and
- maintenance of fences and perimeter plantings.

No detention or retention facility shall retain standing water longer than thirty-six (36) hours unless the facility has been designed and constructed as a permanent body of water with appropriate health, safety, and water quality measures for such a body of water.

Basin inlet and outlet structures may be at or below grade or a combination of both. Drainage crossings or culverts shall be provided whenever runoff entering or exiting a basin crosses pedestrian paths or sidewalks.

Riprap aprons or other energy dissipating measures should be used at all inflow points (side slope and basin floor) to reduce velocities and encourage sedimentation.

Low flow channels are required on the bottom of basins which serve as multi-use areas and are recommended on all basins. Low flow channels should be designed with a minimum longitudinal slope of 0.5 percent. Concrete lined low flow channels can be designed with a minimum longitudinal slope of 0.2 percent.

If any portion of a detention basin is a retaining wall, design information for determining factors of safety against sliding and overturning is required. Provisions shall also be incorporated to prevent seepage through and under the retaining wall.

All detention facilities shall be incorporated into the Landscaping Plans.

All detention facilities will be reviewed for compliance with this manual and other applicable criteria.

The order of preference for detention facility design shall be:

1. The use of underground detention for all or part of the detention volume requirement.
2. The use of natural land-formed basins.
4. The use of structures, such as retaining walls or weir walls not to exceed four (4) feet in height that blend with the natural or built surroundings. Materials shall be limited to materials such as brick, native stone, rusticated masonry block, or form-lined colored concrete to blend with the natural or built surroundings.

8.4.2. Location and Configuration

In general, open detention facilities located adjacent to streets or buildings are discouraged. It is recommended to locate open basins in areas away from pedestrian traffic and public view, if possible. The use of underground detention is encouraged.

Detention basin configuration(s) shall be designed with surrounding land use, site land use, topography, unique site features, vegetation, visibility from adjoining streets or properties, and City of Flagstaff Land Development Code resource protection constraints taken into consideration.

Curvilinear or irregular shapes are required for open surface basins, whenever possible. The designer should vary the shape and side slopes of the basin and maximize the linear footage of the perimeter. Curvilinear contours at areas immediately adjacent to walls or structures is encouraged. Figure 8-1 illustrates a configuration concept.

The basin shape or floor should have a minimum length to width dimension of 4:1. Designs that incorporate basins in series with two or more stages or terraces are encouraged.

Slope and Depth Criteria

In general, basins should be kept to depths of three (3) feet or less with side slopes of 4H:1V or flatter. The following minimum slope and depth criteria are required for multi-use basins and basins that have unrestricted access:

- a. A maximum of 2H:1V for protected side slopes and 3H:1V for unprotected side slopes where depths of ponding are less than three feet.

- b. A maximum of 4:1 for side slopes where depths of ponding exceed three (3) feet.
- c. Basins greater than six (6) feet in depth will require a benched configuration with bench widths at least three (3) times the height of the slope above it with a minimum width of six (6) feet.
- d. Basins containing human activity areas shall incorporate access slopes of 8H:1V or flatter (12H:1V for ADA compliance) into the design for ingress and egress.

A minimum freeboard of 0.5 foot above the 100-year high water elevation is recommended for all detention facilities. Freeboard may include adjacent parking lot areas.

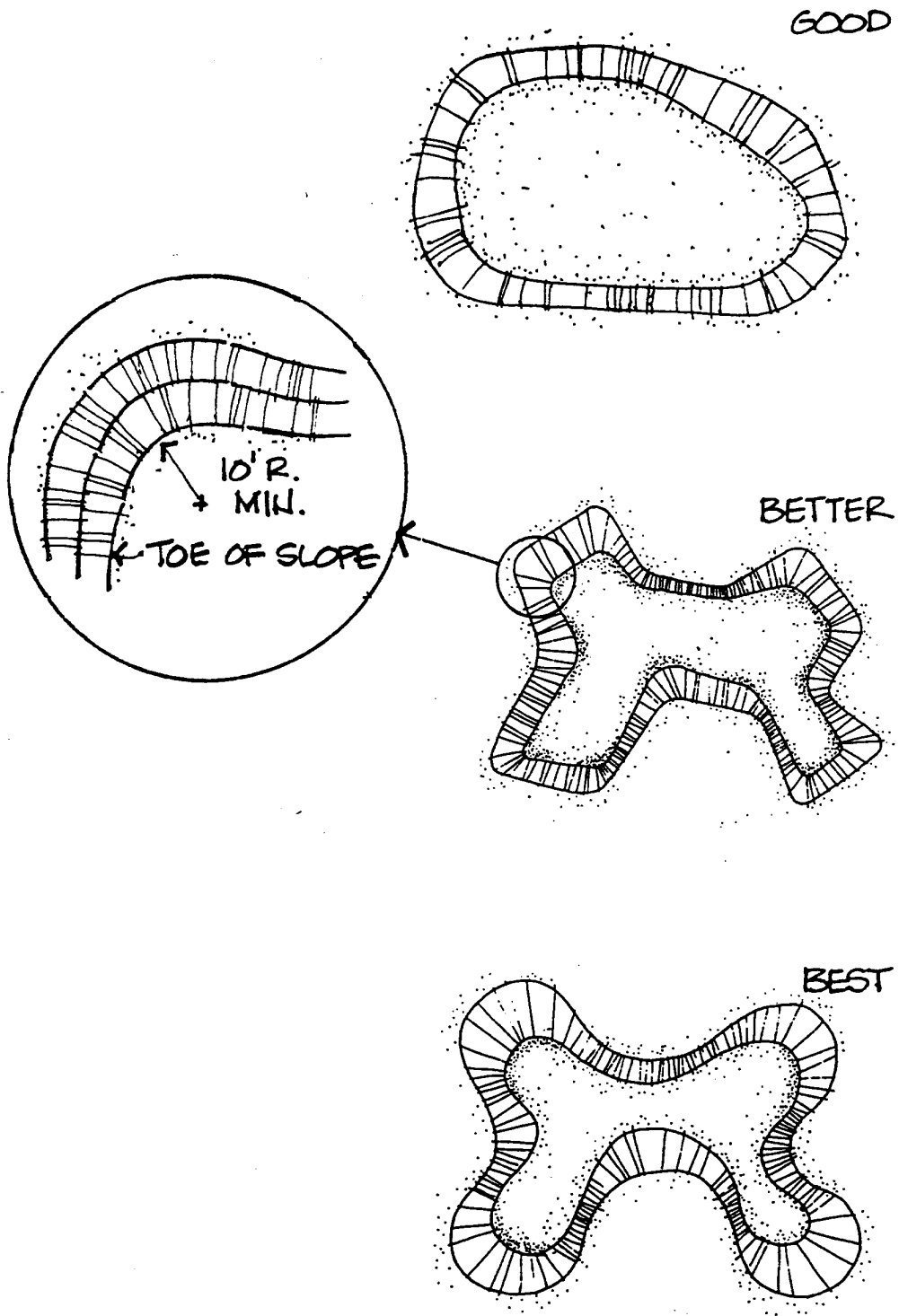


Figure 8-1: Detention Basin Configuration

The basin floor should be graded to drain toward the basin outlet. The minimum recommended slope is 0.2 percent. A meandering low flow channel across the basin bottom is recommended to accommodate frequent flows and prevent standing water.

8.4.3. Landscaping and Surface Treatment

All detention basins shall include appropriate surface treatment and erosion control measures including but not limited to landscaping, seeding, grass or sod, rock, gravel, or any combination thereof. Regardless of basin side slopes, seeding of the basin to promote vegetation shall be considered in the design to prevent rill and gully erosion.

Detention basin side slopes, embankments, and periphery shall be landscaped to mitigate and accentuate the basin. A minimum of two (2) plant units (as defined in the LDC) shall be required for every 100 feet of the perimeter of the basin, as measured at the top of the basin, in addition to LDC on-lot landscaping requirements. Underground facilities will not require landscaping.

Trees, shrubs, and other native vegetation may be used on basin side slopes and periphery. Most landscaping, except for grass/sod, should not be placed on the basin floor and shall not be planted in flow channels. Any landscaping placed on the basin floor shall not have a density such that it interferes with the stormwater storage function of the basin or regular maintenance activities. For basins located adjacent to streets, landscaping density shall be increased along the street frontage to screen the basin from the street.

The basin floor (if not using sod) and side slopes shall be seeded with a mix of native grasses (5 pounds/bOO square feet) . Prior to seeding, the ground surface must be scarified and cultivated to a depth of six (6) inches, and cleared of all debris and large stones (greater than 1-inch in any dimension). After clearing, grubbing, and cultivation, an organic fertilizer should be applied as specified by the landscape designer. An average of ten (10) pounds of fertilizer/bOO square feet is the desired treatment. When existing soil is unsuitable for growing native grass, incorporation of topsoil is recommended. A temporary irrigation system shall be installed to assist in the establishment of the seed and any other plant material shown on the landscaping plan.

Detention basins intended to accommodate passive or active recreation on the floor of the basin (e.g., playgrounds or sports fields) shall use turf grass on the basin floor. Prior to seeding or sodding, native material on the basin floor must be over-excavated to a depth of six (6) inches and planted with topsoil. A permanent irrigation system must be installed to maintain the turf grass.

Use of decomposed granite or small gradation rock shall be limited to basin side slopes of 3H:1V or flatter and is not recommended for use on basin floors, in flow channels, or at the basin inlets and outlets. Use of bio-mass filter landscaping treatment on basin floors is encouraged.

Over-excavation will be required to account for any volume displacement from landscaping islands,

boulders, sod, or rock riprap placement within the basin and shall be noted on the Grading & Drainage and Landscape Plans.

8.4.4. Outlet Structures

Due to multi-frequency detention requirements, multi-stage outlet structures may be necessary in the design of many detention facilities. The outlet structure(s) should be designed to ensure complete basin drainage and can take the form of drop inlets, culverts, weirs, orifices, or any combination thereof. The use of weirs is encouraged. Figure 8-2 illustrates typical outlet structure configurations.

Outlet structures that require manual operation to properly function are not permitted.

Outlet structures for detention basins shall be sized based on hydrologic reservoir-routing calculations and stage-discharge relationships. Inlet control should not always be assumed on detention facility outlet pipes, therefore outlet pipes should be evaluated using the FHWA, HDS-5 procedures outlined in Chapter 5.

Outlet structures shall be constructed such that they are physically opposite and the longest distance from the inlet structure(s), whenever possible. The distance between outlet structures and inflow points should be maximized to lengthen flow paths and detention times and provide effective settling of pollutants and sediment.

Metal outlet pipes projecting from a basin side slope or embankment are not permitted. Appropriate headwalls, commercial end sections, mitered sloped concrete protection, etc. are required for all outlet structures that incorporate only a pipe/culvert as the primary outlet structure.

The minimum recommended outlet culvert size for detention facilities is twelve (12) inches. Orifice plates are permitted provided the orifice plate is permanent, tamper-proof, and connects to a 12-inch minimum diameter outlet pipe. Outlet structures incorporating orifice plates shall include a trash rack to minimize clogging. Figure 8-3 illustrates a recommended method of orifice plate construction.

Outlet pipes less than twelve (12) inches in diameter may require adequate sediment and debris collection measures to be incorporated into the basin design to minimize clogging. Outlet structures shall not be oversized to account for debris blockage or clogging. Sediment traps should also be incorporated into the design of all multi-use detention facilities. Figure 8-4 illustrates a sediment trap concept.

Outlet pipes which present a hazard to children (e.g., outlet pipe connects directly to a large storm drain system) should be equipped with a bar/grate configuration in accordance with the Uniform Building Code safety requirements to prevent entrance of children into the outlet opening.

Local scour at culvert outlets as well as long term degradation downstream of the facility must be considered in the overall basin design. Erosion control measures such as energy dissipators, cut-off

walls, riprap aprons or basins, and rock lined channels shall be provided to reduce outlet velocities and allow flows to return to natural conditions, to as great an extent as possible, prior to exiting onto the downstream property.

8.4.5. Detention Embankments

It is recommended that detention facilities be constructed with the storage volume located entirely below the natural ground or finished grade adjacent to the facility. Use of detention embankments or berms is discouraged due to the potential for downstream flood hazard in the event of failure, however, the following criteria must be incorporated into the detention embankment design, at a minimum:

- a. Vegetated embankments shall be less than twenty (20) feet in height and shall have side slopes no steeper than 3:1 (horizontal:vertical). Embankments protected with riprap or other approved erosion control measure shall be no steeper than 2:1.
- b. A geotechnical engineering study and slope stability analysis is required for embankments exceeding ten (10) feet in height or for embankment slopes exceeding those given above. It is recommended that ADWR, *Guidelines for the Design and Construction of Small, Low Hazard Potential Embankment Dams*, be utilized for design criteria.
- c. Top width of the embankment shall be a minimum of 1/2 the height of the embankment.
- d. Design of spillways shall also incorporate adequate erosion control and energy dissipating measures to ensure the stability of the embankment. The use of concrete spillways is preferred.
- e. Seepage through the embankment and piping, particularly along the outside of the primary outlet conduit and spillway wall, must also be considered in the design of the embankment. Soil used for detention embankments should have a relatively low permeability after placement and shall be compacted to a minimum of 95%.

A minimum of one (1) foot of freeboard above the spillway elevation is required for public detention facilities that incorporate an embankment. The spillway elevation should be set equal to or above the 100-year water surface elevation.

Overflow or spillway structures utilizing riprap protection shall incorporate an anchored biomass filter under and over the riprap layer. This shall then be covered with at least six (6) inches of topsoil and seeded with native grasses as described in Subsection 8.4.4 and this manual.

The use of concrete spillways is preferred for embankments exceeding ten (10) feet in height or when embankment stability could be compromised during overflow.

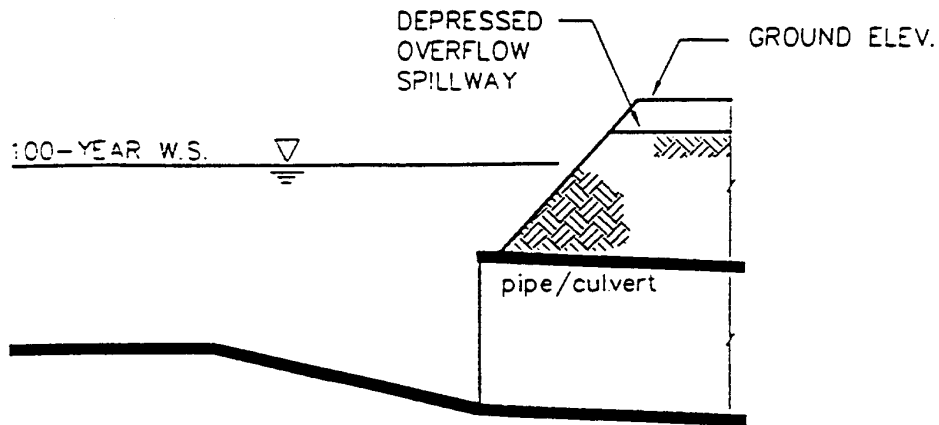
Public roadway fill sections may be used for detention public detention basins only. Special design

considerations must be given to the stability of the fill slopes, seepage and piping, protection from erosion, overtopping, adequate drainage easements, and limits of ponding. All public roadway fill sections used as detention embankments or acting as a dam shall be designed in accordance with ADWR Dam Safety criteria.

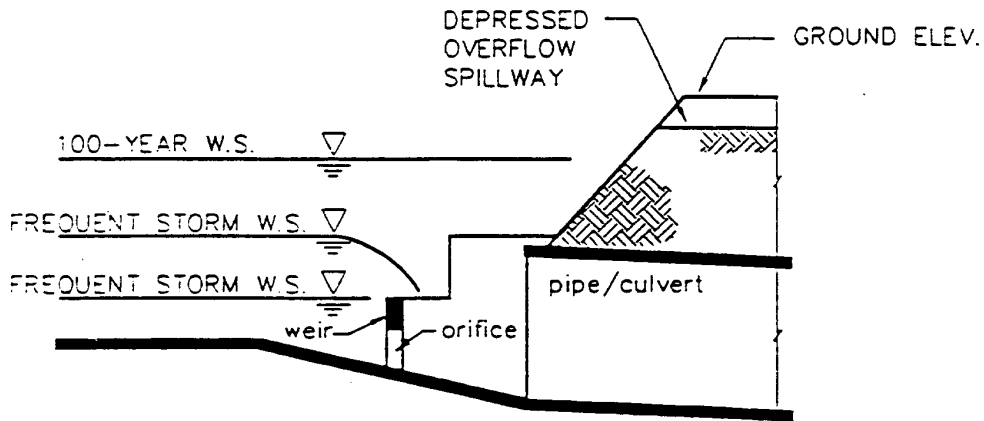
8.4.5.1. Emergency Overflow

All detention facilities shall incorporate provisions for emergency overflow for instances where the primary outlet structure fails or storm events greater than the design capacity occur. The overflow shall be designed to pass the post-development 100-year peak discharge at a minimum. Design criteria shall incorporate the protection of the basin and the method of discharge. The overflow must be conveyed downstream in the same manner as it would have under pre-development, historic conditions.

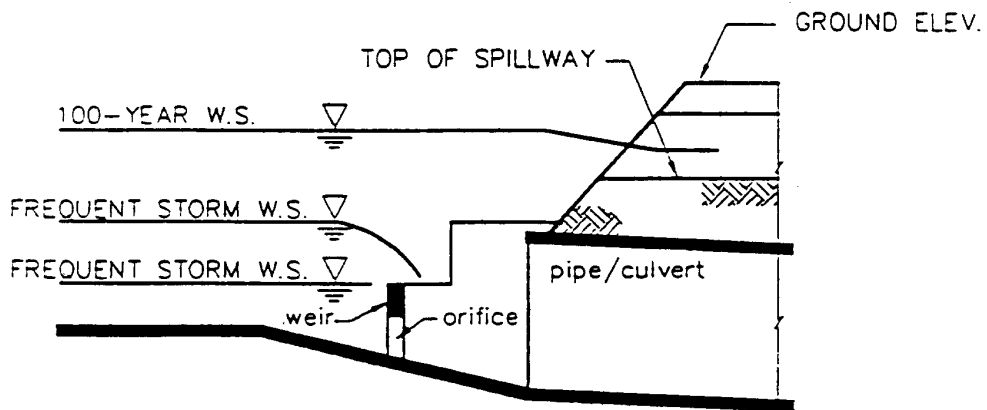
Spillways for detention facilities that employ embankments must be designed to protect the embankment side slopes, particularly on the downstream side. It is recommended that the spillway be located to direct flow around the embankment on or through natural ground, as illustrated in Figure 8-5, versus placing the spillway directly over the primary outlet structure. The safety of downstream persons, properties, and consequences of embankment failure should be considered and evaluated.



Pipe/Culvert Configuration



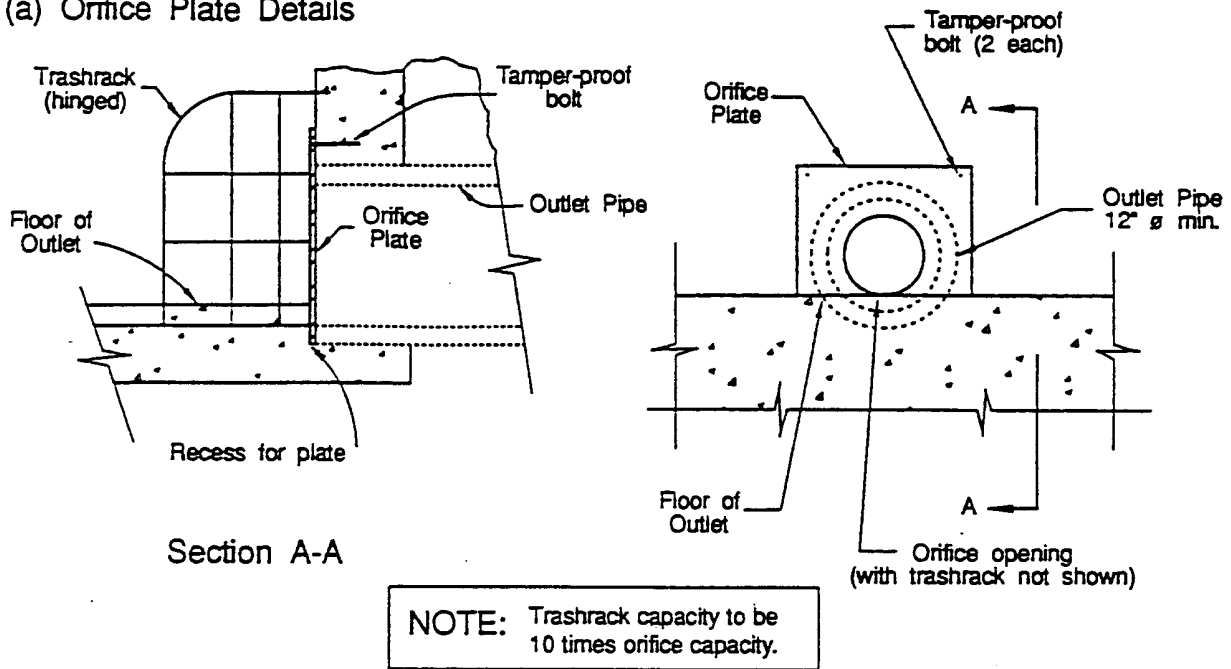
Orifice - Weir - Pipe/Culvert Configuration



Orifice - Weir - Pipe/Culvert - Spillway Configuration

Figure 8-2: Detention Basin Outlet Structure Examples
 Source: Pima County Dept. of Transportation and Flood Control District

(a) Orifice Plate Details



(b) Trashrack Area Requirements

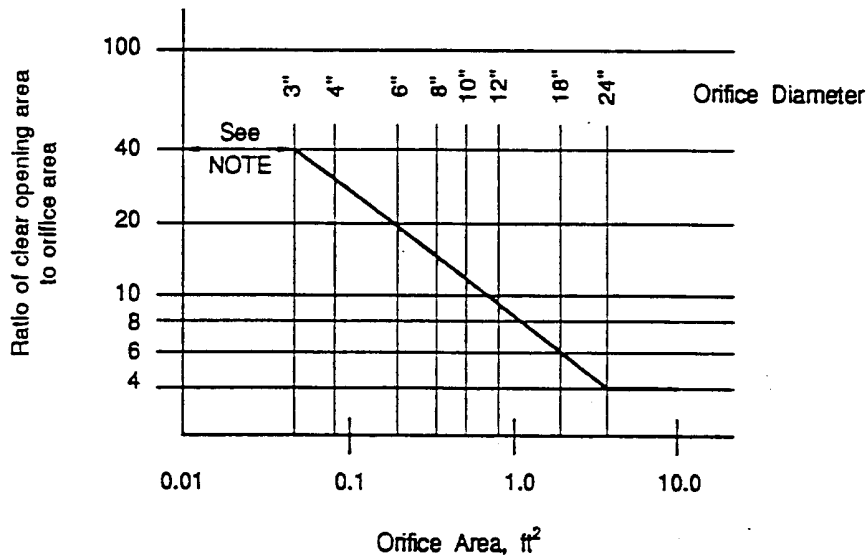


Figure 8-3: Orifice Plate Detail

Source: FCDMC Drainage Design Manual, Vol. II, 1996

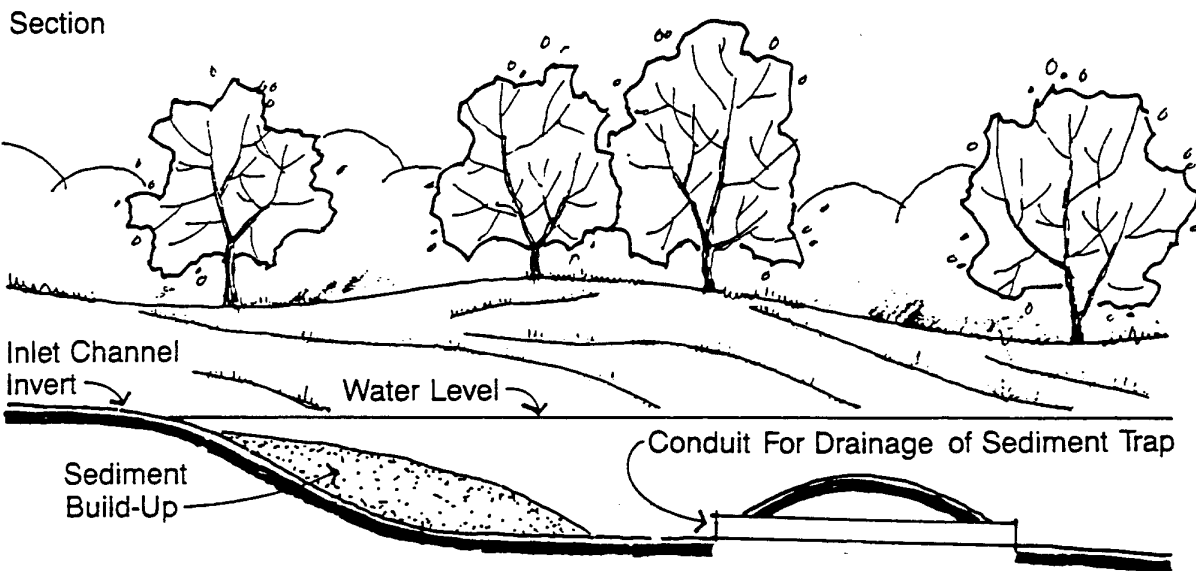
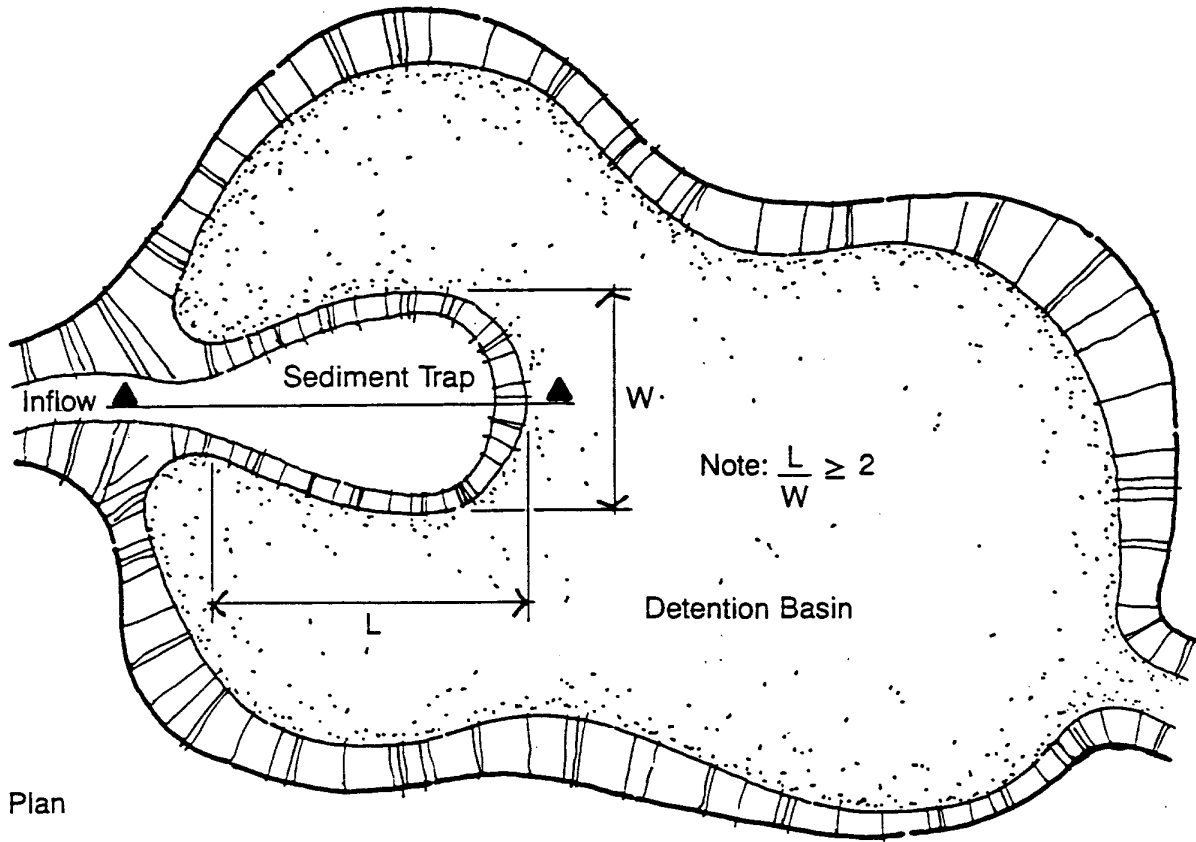


Figure 8-4: Sediment Trap Concept
 Source: Pima County Dept. of Transportation and Flood Control District

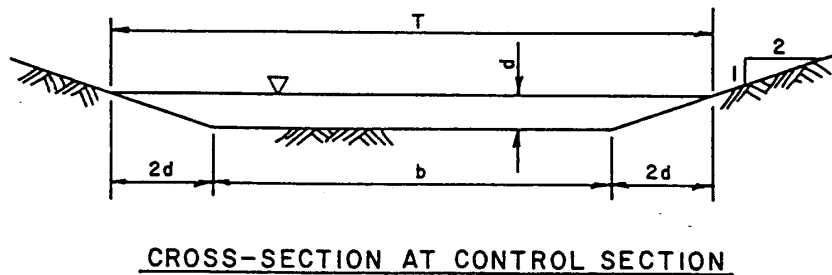
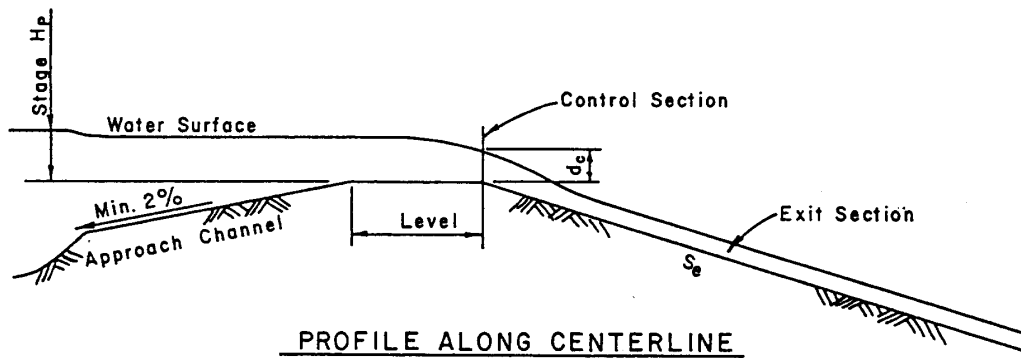
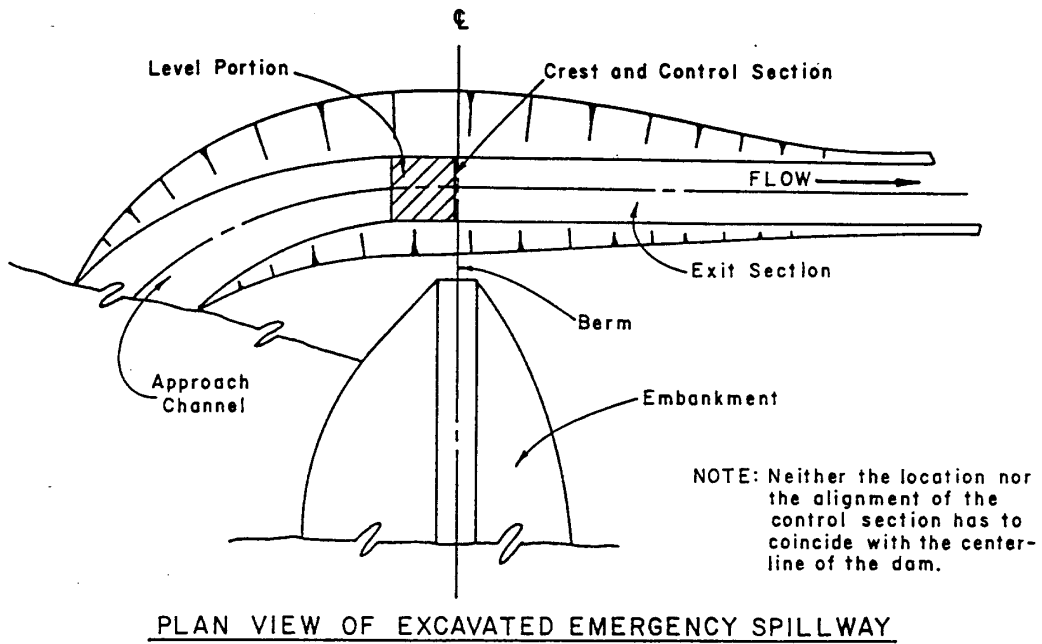


Figure 8-5: Emergency Spillway

8.4.6. State of Arizona Dam Safety Requirements

The Arizona Department of Water Resources (ADWR) has legal jurisdiction over all dams in the State of Arizona. ADWR must be contacted regarding dam safety jurisdiction and specific requirements in the design of any dam or embankment which may fall under state jurisdiction.

8.4.7. Safety

Detention facilities in general should be open, visible, and accessible so that persons can appreciate any hazard and guard themselves, and so that rescue efforts, if necessary, are not impeded.

To reduce the potential dangers associated with detention facilities the following recommendations are made in the design and construction:

- keep basin and water depths shallow.
- keep side slopes as flat (4H:1V or flatter) as possible to allow easier egress in the event of flooding.
- basin floor should consist of material or soil which provides firm footing when saturated. The ground surface side slopes around the facility should be made rough.
- break up ponding water with islands, boulders and mounds; put solid objects for holding onto in the ponding area such as large plants or rocks.
- avoid sudden constrictions and high velocities at outlets. Broad open rectangular weirs are preferable to anything involving the mouths of pipes and/or creating a hazardous vortex at the outlet.
- restricting public access and/or identifying potential hazards associated with detention basins, particularly in multi-use areas.

If detention facilities must be designed with steeper side slopes or vertical walls, adequate routes out of the basin should be provided.

Signage should be provided to inform the public of the basin purpose and potential safety hazard from stormwater. (e.g. , DANGER - This basin is designed to collect stormwater runoff DO NOT ENTER during rainy or threatening weather).

8.4.7.1. Security Barriers

Detention basins designed in accordance with Sections 8.4.3 and the previous section should preclude the need for security barriers to prevent unauthorized access. Security barriers, with maintenance access gates, are recommended along the top of all basin side slopes steeper than 3H:1V and where water depths exceed three (3) feet.

Security barriers may consist of masonry, wood, chain-link, or wrought-iron (pool-type) fencing and

must be a minimum height of forty-two (42) inches. Fencing, if necessary, should not restrict the hydraulic capacity of inlet or outlet structures.

Appropriate hand railings shall be provided, per the Uniform Building Code, for all retaining walls or inlet/outlet structure headwalls and wingwalls over thirty (30) inches in height. Detail sections of proposed barriers shall be shown on the grading and drainage plans or development plans, as appropriate.

CHAPTER 9: LOW IMPACT DEVELOPMENT REQUIREMENTS FOR INFILTRATION AND REUSE OF STORMWATER

Volumetric increases to the city stormwater conveyance system, as the result of increased impervious surface have resulted in the need to upsize stormdrain systems in the City. While detention is effective in controlling peak discharges, the volumetric increase is not abated. Low Impact Development (LID) is an accepted standard in which stormwater is infiltrated and/or reused, resulting in the mitigation of these volume increases.

Low Impact Development will address water quality concerns that can arise when impervious area is added to previously undeveloped sites. Runoff from impervious areas often contains suspended solids and heavy metals along with other contaminants. Many of the Low Impact Development measures will remove some of these pollutants.

Water conservation is also a consideration when designing for the Low Impact Development requirements. Water can in many cases be reused or directed towards landscape areas in an effort to reduce water consumption.

The use of LID will help control volume increases and hence reduce the cost of upsizing downstream infrastructure as well as promote water conservation.

9.1. POLICIES

- a. Stormwater LID is required for all new subdivisions, commercial and industrial developments, redevelopment of non-conforming sites (i.e., existing developed sites that do not have detention that have been razed and vacant for greater than six months), and other developments greater than 1/4 acre in size. LID shall be implemented according to the following schedule as measured from the effective date of Ordinance No. 2009-07:
 1. For the first year the program will be voluntary.
 2. In the second year, developments will be required to retain/infiltrate one half (1/2) inch of runoff from all additional impervious surfaces.
 3. In the third year, developments will be required to retain/infiltrate one (1) inch of runoff from all additional impervious surfaces. The requirement to detain for the 2-year storm will no longer be required once the 1-inch threshold is implemented.
- b. LID requirements may be waived by the Stormwater Manager for the following:

1. Single-family residential structure or lot (i.e., not associated with a new subdivision).
 2. Residential subdivisions with lot areas ≥ 1 acre in area, if it can be shown that such a waiver will not result in any adverse downstream effects, nor create any disturbance to the existing drainage patterns both within and adjacent to the subdivision.
 3. Developments less than 1/4 acre or increases in impervious area of $\leq 5,000$ square feet. It must be demonstrated to the satisfaction of the Stormwater Manager that there will be no increase in the potential for damages to adjacent properties and adequate off-site or downstream drainage capacity is available.
- c. For developments requiring LID, all new impervious surfaces shall be infiltrated or reused in accordance with the current applicable standard.
 - d. The methodology for determining the required volume of stormwater to be infiltrated or reused is as follows:
Impervious Surface (square feet) X current requirement (ft.) (e.g. 1/2 inch or 1 inch) = volume requirement
 - e. In order to provide specific guidance for the design of these LID facilities, the City has developed the City of Flagstaff Low Impact Development (LID) Guidance Manual. The Manual is hereby adopted as part of these Requirements.
 - f. A waiver may be granted by the Stormwater Manager for deviations from the Integrated Management Practice designs in the LID Guidance Manual. The waiver request will be reviewed on a case-by-case basis and will require supporting analysis, documentation, etc. (as determined by the Stormwater Manager) be submitted and approved prior to granting of the waiver.
 - g. The City established a maximum ponding depth of (.3) three-tenths of (1) one foot without an engineered infiltration system.
 - h. Developments which are phased shall prepare a master stormwater LID plan for the entire development. The master stormwater LID plan must either be implemented with the first phase, if possible, or LID measures must stand alone for each phase. Interim temporary LID facilities may be required for phasing.
 - i. The City of Flagstaff shall only accept large-scale LID facilities for operation and maintenance. The City shall not accept small-scale, local on-site LID's for operation, maintenance, or liability.
 - j. Maintenance of local on-site LID facilities shall be the responsibility of the property owner or homeowner's association. The City shall reserve the right to periodically inspect any LID facilities to verify that regular maintenance activities are being performed. Final Plats;

Covenants, Conditions, and Restrictions (CC&R's); and/or Development Plans shall include a special note stating that (1) the owner(s) shall be solely responsible for the operation, maintenance, and liability for all LID facilities; and, (2) the City of Flagstaff may periodically inspect said LID facilities to verify that regular maintenance activities are being performed adequately.

- k. The City of Flagstaff Parks and Recreation Division shall review and approve proposed stormwater LID facilities designed within designated public areas or parks. Review and approval from the Parks and Recreation Commission may also be required.
- l. No part of a private LID shall be constructed in a public right-of-way or public utility easement.

9.2. SUBDIVISION REQUIREMENTS

All new subdivisions are required to provide LID for the entire subdivision, including the respective one-half of all abutting streets to the subdivision. Two or more subdivisions may join together to provide a common LID facility.

Preliminary Plat submittals shall be accompanied by a preliminary drainage report that identifies LID locations, types and sizes and a preliminary calculation of the required volume.

All Final Plat submittals require a final drainage report, in accordance with Chapter 2 of this manual, which technically demonstrates compliance with City of Flagstaff Floodplain Management Regulations, Stormwater Management requirements, and the drainage policies and design criteria set forth in this manual. This report must be submitted with the subdivision improvement plans and must be accepted prior to recording the final plat.

Urbanization and other land development activities, including construction of roads, changes natural pervious areas into impervious, altered surfaces. In addition, natural drainage systems are often replaced by lined channels, storm drains, and curbed streets. The result of such activities is an increase in the volume of runoff, peak discharge rates, erosion, and non-point source pollution due to the reduction in infiltration and natural vegetation.

In the absence of regional detention facilities and due to inadequate downstream capacities of existing streets, storm drain systems or channels, local on-site or sub-regional LID facilities are necessary to attenuate the increased runoff caused by development. LID facilities can also serve a dual purpose by improving the quality of stormwater discharges. The temporary storage of stormwater runoff can reduce the extent of downstream flooding, soil erosion, sedimentation, and surface water pollution. LID facilities can also be used to reduce the costs associated with large storm drain systems.

CHAPTER 10: EROSION HAZARD/BUILDING SETBACKS

In addition to the hazards associated with flooding, natural and unlined artificial channels can experience erosion of the channel banks over a long period of time or during a single storm event. This can present a particular danger to adjacent structures or other development as the channel banks erode or migrate.

The purpose of this chapter is to present erosion hazard and building setback policies to be applied to new development adjacent to natural watercourses or unlined engineered open channels in order to protect structures from potential damage. This requirement is in addition to other applicable setbacks in the City of Flagstaff Land Development Code and/or the Uniform Building Code.

10.1. POLICIES

- a. All new buildings or structures constructed adjacent to a natural watercourse or an unprotected engineered channel located within City of Flagstaff shall be set back from the channel top of bank a sufficient distance in order to protect the structure from erosion of the channel banks and to allow for maintenance access and buffer.
- b. The setback shall be measured from the top edge of the highest channel bank with the minimum setback being ten (10) feet to allow for access and maintenance considerations.
- c. A slope stability analysis of the channel may be required by the Stormwater Manager if conditions exist which indicate that the channel bank may be unstable.
- d. Exceptions or reductions of the building setback requirements may be granted by the Stormwater Manager if it can be demonstrated that adequate erosion and flow velocity protection can and will be constructed. All requests and plans for exception or reduction of setback requirements must be accompanied by a detailed soil-stability and/or sediment transport studies approved by the Stormwater Manager. Requests for reduction of the minimum building hazard setbacks must take access and maintenance into consideration.
- e. Building setbacks from natural channels or unlined engineered channels may still be applicable even if it is demonstrated that the channel is stable under Policy 9.1.c. and d. above.
- f. Natural vegetation is not an acceptable means of bank stabilization for the purpose of reducing building setbacks. Vegetation may be used along watercourses where flow velocities are less than five (5) feet per second during the 100-year discharge, provided that there is an acceptable seeding and maintenance program.

CHAPTER 11: EROSION AND SEDIMENT CONTROL

Erosion and sedimentation are natural or geologic processes by which soil material is detached and transported from one location and deposited in another, primarily by rainfall and stormwater runoff. Urban development tends to accelerate erosion and sedimentation, resulting in safety hazards, costly maintenance problems, unsightly conditions, instability of slopes, and disruption of ecosystems.

For these reasons, the total design process of any project (public or private) must be done with due consideration given to minimizing erosion and sedimentation, particularly during construction activities. This chapter will present general guidelines and criteria for erosion and sediment control measures or Best Management Practices (BMP's). Additional guidelines, policies, and criteria will be incorporated into subsequent revisions of this manual or as federal NPDES Phase II requirements mandate.

11.1. POLICIES

- a. The effects of erosion shall be considered in the location and design stages of new development, since erosion can be controlled to a considerable degree by geometric design particularly relating to cross-section.
- b. The level of effort by the engineer and use of erosion control measures shall be commensurate with the potential for erosion.
- c. On-site erosion control measures shall be applied to reduce the gross erosion (e.g., gullies or rilling) and sediment transport from the site.
- d. Sediment control shall be used whenever possible or necessary, to prevent offsite damage or sediment deposition on public streets.
- e. Special consideration shall be given to the maintenance of existing and proposed vegetative cover on areas of high erosion potential such as erodible soils, steep slopes, drainageways, and banks of streams.
- f. Storm Water Pollution Prevention Plans (SWPPP) are required for any land disturbing activity between one (1) and five (5) acres. Developers are responsible for complying with NPDES Phase I requirements for land disturbing activities greater than 5 acres. SWPPP's should be prepared by an engineer.

11.2. GENERAL GUIDELINES

The design of erosion and sediment control measures involves the application of common sense planning, scheduling, and the control activities which will minimize the adverse impacts of soil erosion, transport, and deposition. The following basic guidelines should govern the development and implementation of sound erosion and sediment control measures:

- The project should be planned to take advantage of topography, soil type(s), waterways, and natural vegetation on the site.
- The smallest practical area(s) should be exposed for the shortest possible time.
- Use of flat side slopes, rounded and blended with the natural terrain.
- Drainage channels designed with due regard to width, depth, slopes, alignment and protective treatment.
- Use of facilities for ground water interception.
- Use of berms, dikes, sediment traps and other protective devices.
- Use of protective ground covers, grassed swales, natural vegetation, and landscaping.
- A thorough maintenance and follow-up program should be implemented.

These basic guidelines should be tied together in the planning process that identifies potential erosion and sediment control problems before construction begins.

11.3. DESIGN CRITERIA

The following criteria represents the minimum requirements necessary for controlling erosion and sedimentation from construction activities. This criteria is intended to work in conjunction with individually developed plans and establish minimum standards of soil conservation practice which apply to all land disturbing activities.

11.3.1. Stabilization

The following criteria refers to stabilization of denuded areas and soil stockpiles:

1. Permanent or temporary soil stabilization should be applied to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Soil stabilization should also be applied within (15) days to denuded areas which may not be at final grade but will remain dormant for longer than sixty (60) days.
2. Applicable practices include but are not limited to temporary erosion control material, vegetative establishment, mulching, and the early application of a gravel base on areas to be paved.
3. Soil stockpiles should be stabilized or protected with sediment trapping measures to prevent soil loss.

11.3.2. Protection of Adjacent Property

Properties adjacent to the site of a land disturbance shall be protected from sediment deposition. This may be accomplished by completing necessary rough grading including detention facilities; by preserving a well-vegetated buffer strip around the lower perimeter of the land disturbance; by installing perimeter controls such as sediment barriers, silt fencing, temporary berms, sediment basins; or by a combination of such measures.

All temporary and permanent erosion and sediment control practices shall be maintained and repaired as needed to assure continued performance of their intended function. Damages which may occur to adjacent property during construction are the responsibility of the property owner and/or permittee.

11.3.3. Cut and Fill Slopes

Cut and fill slopes, including those for public roadways, shall be designed and constructed in a manner that will minimize erosion. Consideration shall be given to the length and steepness of the slope, the soil type, upslope drainage area, groundwater conditions, and other applicable factors. The following guidelines are provided to aid in developing adequate design:

- a. Roughened soils surfaces are preferred to smooth surfaces on slopes.
- b. Diversions shall be constructed at the top of long steep cut slopes which have significant (greater than 40 feet in length upslope) drainage area above the slope in accordance with Uniform Building Code, Appendix Chapter 33. Diversions or terraces may be utilized to reduce slope lengths.
- c. Concentrated stormwater shall not be allowed to flow down a cut or fill slope unless contained within an adequate temporary or permanent channel flume or slope drain structure.
- d. Wherever a slope face crosses a water seepage plane that endangers the stability of the slope, adequate subsurface drainage facilities or other protection measures shall be provided.

11.3.4. Stream Crossings

All construction related to crossing streams or washes shall be in accordance with U.S. Army Corps of Engineers Section 404 Permitting requirements, ADEQ Section 401 Water Quality Certification requirements, and requirements of the Stormwater Manager.

Construction vehicles shall be kept out of watercourses to the extent possible or in areas not identified on the approved plans. Where in-channel work is permitted, precautions shall be taken to stabilize the work area during construction, prevent sedimentation, and allow stormwater runoff through the work area. The channel bed and banks shall always be re-stabilized immediately after in-channel work is completed.

Where an active (wet) watercourse must be crossed by construction vehicles regularly, a temporary stream crossing shall be provided in accordance with criteria established by the Corps of Engineers 404 permitting program or the Stormwater Manager.

11.3.5. Vegetative Cover

Seed bed preparation shall be considered for all vegetative control measures on public roadway fill slopes. Soil characteristics such as depth of rock, pH, fertility, and moisture shall be evaluated during plant selection. Lime, fertilizer, and irrigation will often be required to establish vegetative cover.

Permanent seeding with perennial cover shall only be used for public roadway fill slopes not exceeding 2H:1V and six (6) feet in height, during acceptable growing seasons.

Sodding should be used in areas requiring additional protection from concentrated flow, such as grassed swales and waterways and storm drain inlets (if velocities are acceptable). Sodding may also be appropriate when an immediate aesthetic effect is desired.

Mulching shall be used on public roadway slopes with all seeding operations to provide temporary protection during adverse weather conditions. Typical mulching material includes straw, hay, and wood chips.

11.3.6. Storm Water Pollution Prevention Plans

Stormwater Pollution Prevention Plans (SWPPP), BMP's, erosion, and sediment control design methods and facilities should be in accordance with the Arizona Department of Transportation, Erosion and Pollution Control Manual, June 1995, as amended. The SWPPP can be a separate plan sheet or can be incorporated into the grading & drainage plans.

CHAPTER 12: ENERGY DISSIPATORS

12.1. GENERAL

High exit velocities and flow expansion turbulence at conduit outlets often result in local scour, channel degradation, and conduit failure. Typical rock riprap aprons may be appropriate where moderate outlet velocities exist, however, they are not suitable for outlet velocities exceeding ten (10) feet per second. Riprap basins or concrete energy dissipators may be required to reduce high velocity outlet flows to acceptable limits.

In general, an energy dissipator is any device designed to protect downstream areas from erosion by reducing the velocity of flow to acceptable limits. This Chapter presents information and design procedures which are based on FHWA, HEC-14, *Hydraulic Design of Energy Dissipators for Culverts and Channels*.

12.2. DISSIPATOR TYPE SELECTION

The dissipator type which is selected should be appropriate for the location. Generally there are two types of energy dissipators, internal and external. An internal dissipator is located within the conduit barrel and an external dissipator is located outside of the conduit barrel outlet.

12.2.1. Dissipator Types

Dissipator types are outlined as follows:

- Riprap Aprons (see Section 5.2.4.4)
- Riprap Scour Holes or Basins (see Section 11.3.4)
- Internal Dissipators
- External Dissipators
- Stilling Basins

Internal dissipators are used where right-of-way is limited, a scour hole at the outlet is unacceptable, debris is not a problem, and only moderate velocity reduction is needed. Internal dissipators are typically in the form of tumbling flow or increased resistance. Information and design procedures for internal dissipators can be found in HEC-14 and FHWA/OH-84/007, *Internal Energy Dissipators*.

External dissipators are used where the outlet scour is not acceptable, only a moderate amount of debris is present, and the conduit outlet velocity is moderate (Froude No. < 3). A design procedure for the USBR Type VI concrete impact basin is presented in Section 11.3.5. Design procedures and information on other dissipators such as Contra Costa, Hook Type, CSU Rigid Boundary, and Drop

Structures can be found in HEC-14.

Stilling basins are used where an outlet scour hole is not acceptable, debris is present, and the conduit outlet velocity is high (Froude No. > 3). Design procedures and information on stilling basins such as St. Anthony Falls can be found in HEC-14.

12.3. CONDUIT OUTLET STRUCTURES

12.3.1. Conduit Outlet Type

In choosing a dissipator, the selected conduit end treatment has the following implications:

- Conduit ends which are projecting or mitered to the fill slope offer no outlet protection from damage.
- Headwalls provide embankment stability, erosion protection, protection from buoyancy, and reduce damage to the conduit.
- Commercial end sections add little cost to the conduit, require less maintenance, retard embankment erosion, and incur less damage from maintenance.
- Aprons do not reduce outlet velocity, but if used shall extend at least one culvert diameter downstream and shall not protrude above the normal streambed elevation.
- Wingwalls are used where side slopes of the channel are unstable, where the culvert is skewed to the normal channel flow, to redirect outlet velocity, and to retain fill.

12.3.2. Design Considerations

The material selected for the dissipator should be based on a comparison of the total cost over the design life of alternate materials and shall not be made using first cost as the only criteria. This comparison shall consider replacement cost and the difficulty of construction as well as traffic delays (if applicable).

The design frequency and discharge used for the energy dissipator shall be equal to or greater than that of the conduit. The conduit shall be designed independently of the dissipator, with the exception of internal dissipators, which may require an iterative solution. The conduit design shall be completed before the outlet protection is designed and shall include computation of the outlet velocity.

The conduit exit velocity after dissipation shall be consistent with the maximum allowable velocity in the downstream channel. Downstream channel protection shall be designed concurrently with the dissipator design.

Most energy dissipators will normally be exposed to public access, therefore, designs for energy dissipators must address safety concerns as part of the design. Adequate signage, fencing or railings

may be necessary to identify the potential hazard associated with high velocity flows or keep the public away from hazardous locations.

12.3.3. Riprap Scour Holes/Basins

The following riprap basin design procedure was adapted from HEC-14, which was based on laboratory data obtained from full scale prototypical models. The principal features of a riprap basin are:

- Preshaping and lining with riprap of median size (D_{50}).
- Constructing the floor at a depth of h_s below the invert, where h_s is the depth of scour that would occur in the pad of riprap size D_{50} .
- The overall length (L_b) of the basin is $15h_s$ or $4W_o$ which ever is greater, where W_o is the pipe diameter or barrel width.
- Sizing D_{50} so that $2 < H_s/D_{50} < 4$.
- Sizing the length of the dissipating pool to be $10(H_s)$ or $3(W_o)$ whichever is larger for a single barrel.

The depth (h_s), length (L_s) and width (W_o) of the scour hole are related to the characteristic size (D_{50}) of the riprap, the discharge (Q), the brink depth (y_o), and the tailwater (TW). The laboratory results for angular riprap were approximately the same for rounded material when rock size and other variables were the same.

When the ratio of tailwater depth to brink depth (TW/y_o) is less than 0.75 and the ratio of scour depth to riprap size (h_s/D_{50}) was greater than 2.0, the scour hole functions very efficiently as an energy dissipator.

For high tailwater basins ($TW/y_o > 0.75$) the high velocity core of water emerging from the culvert retains its jet-like character as it passes through the basin, and diffuses in a manner similar to a concentrated jet entering a large body of water. As a result, the scour hole is not as deep as with low tailwater and is generally longer. Therefore, riprap may be required for the channel downstream of the riprap basin.

12.3.3.1. Riprap Basin Design Procedure

The form given in Figure 11-1 can be used with this procedure.

Step 1 Determine Input Flow:

- a. Calculate y_o , V_o , and Froude No. at the culvert outlet/brink.

where: y_o = normal flow depth at brink
 V_o = normal velocity at brink

Step 2 Check the tailwater: Determine if $TW/d_o \leq 0.75$.

Step 3 Determine the D_{50} :

- a. Using Figure 11-2, select D_{50}/y_e (where $0.25 < D_{50}/y_e < 0.45$).
- b. Obtain h_s/y_e using the calculated Froude Number.
- c. Check to see if $2 < h_s/D_{50} < 4$ and repeat until a D_{50} is found within the range.

Step 4 Size the basin as shown in Figure 11-3:

- a. Determine the length (L_s) of the pool (where $L_s = 10h_s$ or $3W_o$ minimum).
- b. Determine the length (L_B) of the basin (where $L_B = 15h_s$ or $4W_o$ minimum).
- c. Determine the thickness of riprap:
Approach = $3D_{50}$ or $1.5D_{max}$
Remainder = dD_{50} or $1.5D_{max}$

Step 5 Determine V_B :

- a. Basin exit depth (d_B) = critical depth at basin exit.
- b. Basin exit velocity (V_B) = $Q/(W_B)d_B$.
- c. Compare V_B with the average normal flow velocity in the natural channel (V_d).

High Tailwater Design:

Step 6 Design a basin for low tailwater conditions from Steps 1 - 5.

- a. Compute equivalent circular diameter (D_E) for brink area from:
 $A = [\pi(D_E)^2]/4 = d_o(W_o)$
- b. Estimate centerline velocity at a series of downstream cross sections using Figure 11-4.
- c. Size the riprap per Chapter 4.

Riprap Basin Design Example:

Given: Box culvert - 8 ft by 6 ft

Design discharge = 800 cfs

Supercritical flow in culvert

Normal flow depth = brink depth = 4 ft

Tailwater depth = 2.8 ft

Find: Riprap basin dimensions

Solution: Low Tailwater Condition

Step 1 - Determine Input Flow:

- a. $y_o = d_E$ for rectangular section
 $y_o = 4 \text{ ft} = D_E = 4 \text{ ft}$
 $V_o = Q/A = 800/(4)8 = 25 \text{ ft/s}$
 $Fr = V/(gd_E)^{0.5} = 25/[32.2)4]^{0.5} = 2.2 < 3.0, \text{ OK}$

Step 2 - Check TW:

- a. Determine if $TW/d_o \leq 0.75$:
 $TW/d_o = 2.8/4 = 0.7 < 0.75, \text{ OK}$

Step 3 - Determine d_{50} :

- a. Using Figure 11-2:
Select $D_{50}/y_E = 0.45$
Thus, $D_{50} = 0.45(4) = 1.80 \text{ ft}$
- b. Obtain h_s/y_E using Fr from Fig. 9-4
Thus, $h_s/y_E = 1.6$
- c. Check if $2 < h_s/D_{50} < 4$
 $h_s = 4(1.6) = 6.4 \text{ ft}$
 $h_s/D_{50} = 6.4/1.8 = 3.6$
Thus, $2 < 3.6 < 4. \text{ OK}$

Step 4 - Size Basin:

- a. As shown on Fig. 11-3, determine length of pool (L_s)
 $L_s = 10h_s = 10(6.4) = 64 \text{ ft}$
 $\text{min} = 3W_o = 3(8) = 24 \text{ ft}$
Therefore, use $L_s = 64 \text{ ft}$
- b. Determine length of basin (L_B)
 $L_B = 15h_s = 15(6.4) = 96 \text{ ft}$
 $\text{min} = 4W_o = 4(8) = 32 \text{ ft}$
Therefore, use 96 ft
- c. Determine thickness of riprap:
Approach = $3D_{50} = 3(1.8) = 5.4 \text{ ft}$
Remainder = $2D_{50} = 2(1.8) = 3.6 \text{ ft}$

Step 5 - Determine V_B :

- a. $d_B = \text{critical depth at basin exit} = 3.3 \text{ ft}$ (assuming a rectangular cross section with width = 24 ft)
- b. $V_B = Q/(W_B)d_B = 800/(24 \times 3.3) = 10 \text{ ft/s}$
- c. $V_B = 10 \text{ ft/s} < V_d = 18 \text{ ft/s}$

High Tailwater Condition:

Data and Steps 1 - 5 are the same as above with the addition of the following:

Tailwater depth = 4.2 ft
 $TW/d_o = 4.2/4 = 1.05 > 0.75$
 Downstream channel can only tolerate 7 ft/s

Step 6 - High TW Design:

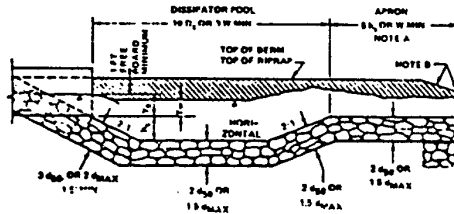
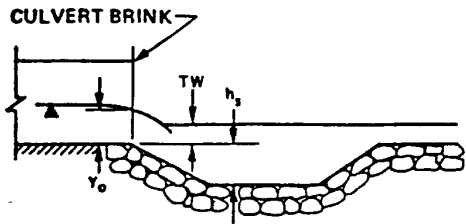
- a. Design a basin for low tailwater conditions from Steps 1 - 5.
 $D_{50} = 1.8 \text{ ft}$, $h_s = 6.4 \text{ ft}$, $L_s = 64 \text{ ft}$, and $L_B = 96 \text{ ft}$
- b. Compute equivalent circular diameter (D_E) for brink area from:
 $A = \pi D_E^2/4 = d_o(W_o) = 4(8) = 32 \text{ ft}^2$
 $D_E = [32(4)/\pi]^{0.5} = 6.4 \text{ ft}$
 $V_o = 25 \text{ ft/s}$
- c. Estimate centerline velocity at a series of downstream cross sections using Fig. 11-4.

L/D_E	L	V_L/V_o	V_L	D_{50}
10	64	0.59	14.7	1.4
15*	96	0.37	9.0	0.6
20	128	0.30	7.5	0.4
21	135	0.28	7.0	0.4

*is on a logarithmic scale so interpolations must be made logarithmically.

- d. Size the riprap using Chapter 4. The channel can be lined with the same size rock used for the basin. Protection must extend at least 135 feet downstream.

PROJECT _____	PLAN SHEET NO. _____	DATE _____
DESIGNER _____	REVIEWER _____	



DESIGN VALUES	TRIALS		
	1	2	3
CHART 11.3			
D_{50}/d_e			
D_{50}			
F_r			
h_s/d_e			
h_s			
h_s/D_{50}			
$2 < h_s/D_{50} < 4$			

BASIN DIMENSIONS	FEET	
POOL LENGTH IS THE LARGER OF:	$10h_s$	
	$3W_0$	
BASIN LENGTH IS THE LARGER OF:	$10h_s$	
	$3W_0$	
THICKNESS APPROACH	$3D_{50}$	
THICKNESS APPROACH	$3D_{50}$	

TAILWATER CHECK	
TW	
d_e	
TW/d_e	
IF $TW/d_e > 0.75$ CALCULATE RIPRAP DOWNSTREAM USING CHART 11.4	
$D_e = (4A_0/\pi) \cdot 5$	

DOWNSTREAM RIPRAP (Figure 9-5)				
L/d_e	L	V_L/V_0	V_L	D_{50}

Figure 12-1: Riprap Basin Design Chart
Source: AASHTO Model Drainage Manual, 1991

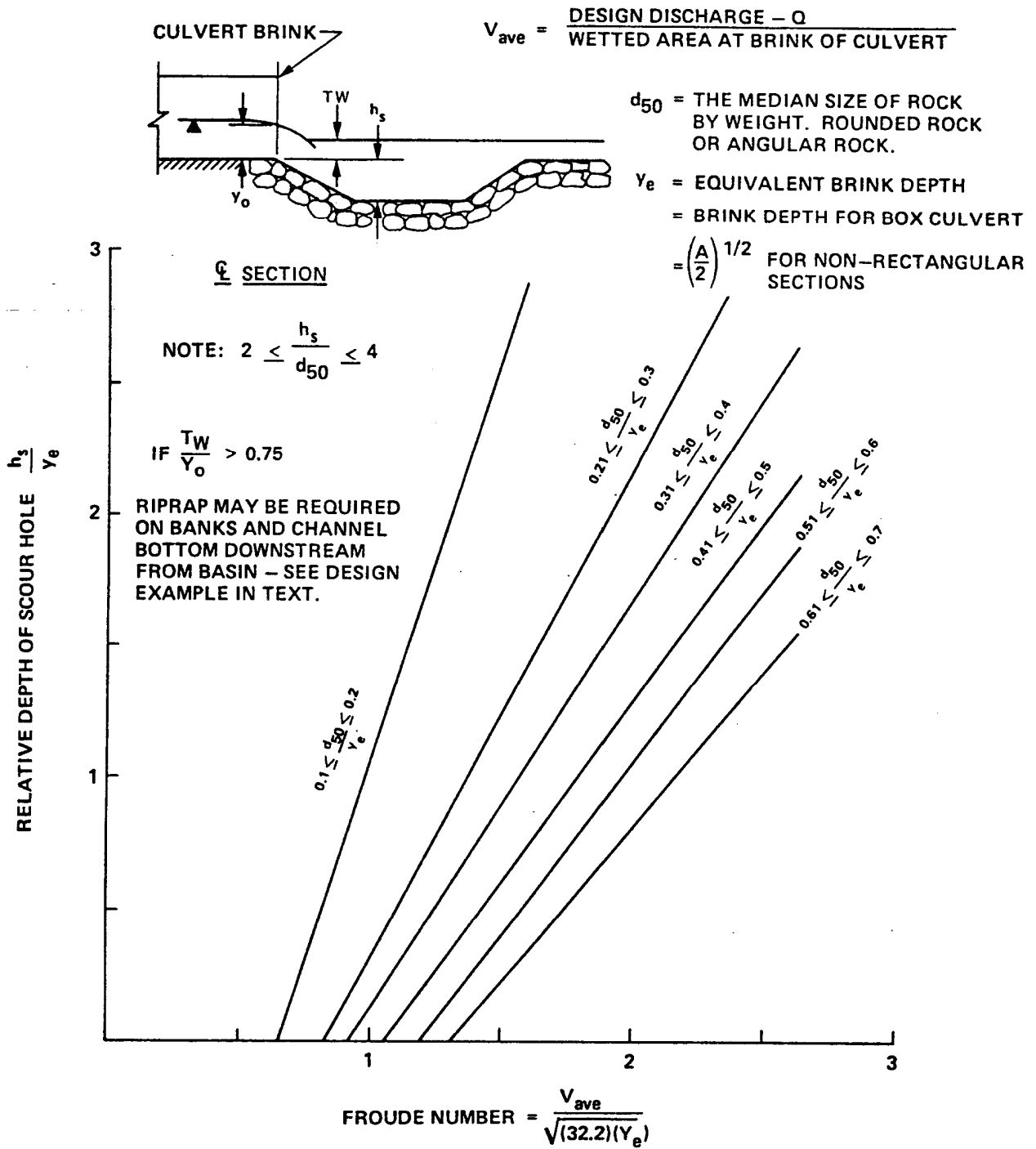


Figure 12-2: Relative Depth of Scour
Source: FHWA, HEC-14, 1983

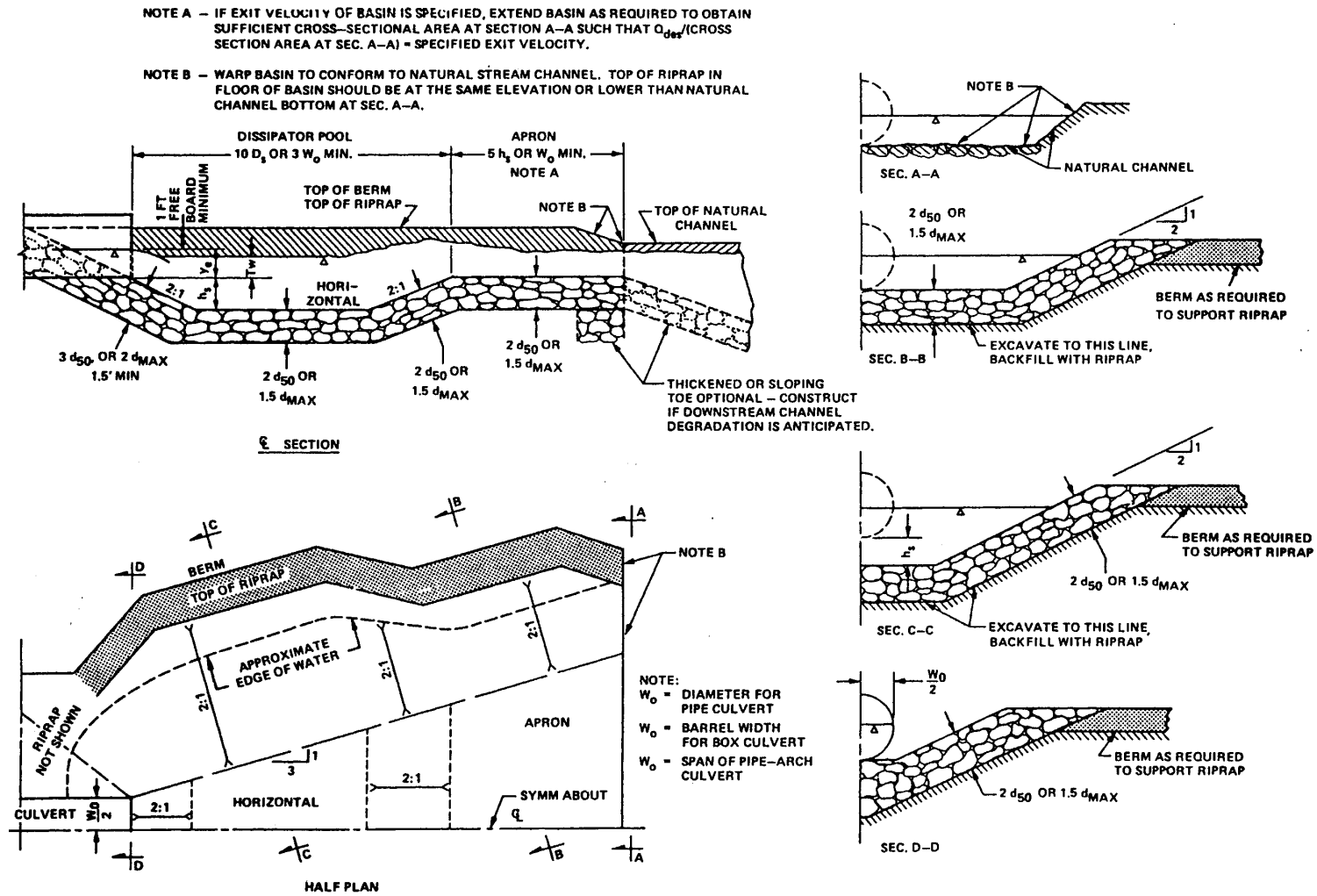


Figure 12-3: Details of Riprap Energy Dissipator
 Source: FHWA, HEC-14, 1983

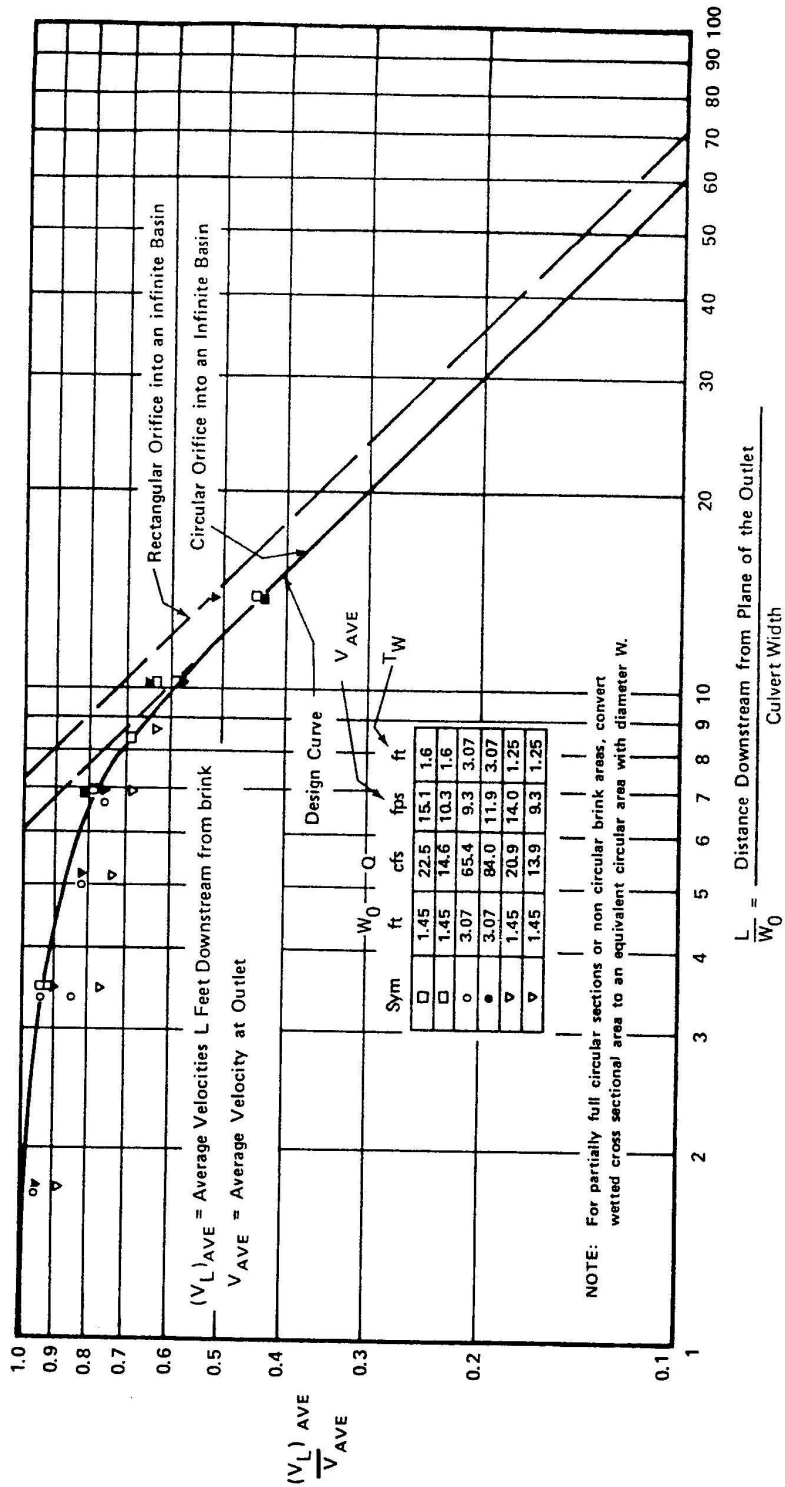


Figure 12-4: Velocity Distribution for High Tailwater
Source: FHWA, HEC-14, 1983

Distribution of Centerline Velocity for Flow from Submerged Outlets to be used for Predicting Channel Velocities Downstream from Culvert Outlet where High Tailwater prevails. Velocities obtained from the use of this Chart can be used with Figure 2 of HEC No. 11 for sizing riprap (DO not use Figure 1 HEC No. 11, use Mean Velocity Values)

12.3.4. Concrete Outlet Structures

Appropriate reinforced concrete energy dissipation structures may be required to reduce erosive flow velocity (> 10 ft/s) to acceptable limits. These structures are suitable for a wide variety of site conditions and in some cases, they are more economical than riprap basins, particularly where long term operation and maintenance costs are considered. Figure 11-5 illustrates examples of concrete energy dissipation structures.

Initial design considerations for impact structures are:

- High energy efficiency is required,
- Low tailwater control is anticipated,
- Use of concrete is more economical due to structure size and long term maintenance, and
- Site conditions dictate the use of a concrete outlet structure due to presence of public use areas where plunge pools and standing water are unacceptable for safety reasons or right-of-way limits are small.

12.3.4.1. USBR Type VI Impact Basin

Design criteria and procedures for the USBR Type VI Impact Type Dissipator are provided in this section. SCS Technical Release No. 49, *Criteria For The Hydraulic Design Of Impact Basins Associated With Full Flow In Pipe Conduits* can also be used for full pipe flow and pipe diameters from 1.5 to 5.5 feet. Information and design procedures for other concrete structures can be found in HEC-14.

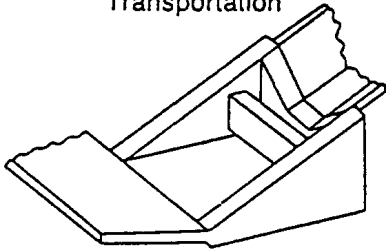
This structure is designed to operate continuously at the design flow rate, requires no tailwater to operate effectively, and may be used in open channels as well. However, it is not recommended where debris or ice buildup may cause substantial clogging.

Discharges of up to 400 cfs per barrel and velocities up to 50 ft/s (Froude No. < 9.0) can be used without subjecting the structure to cavitation damage. Design conditions should not exceed this criteria. For best results, the tailwater should be set so that the maximum tailwater does not exceed $h_3 + h_2/2$ (see Figure 11-6).

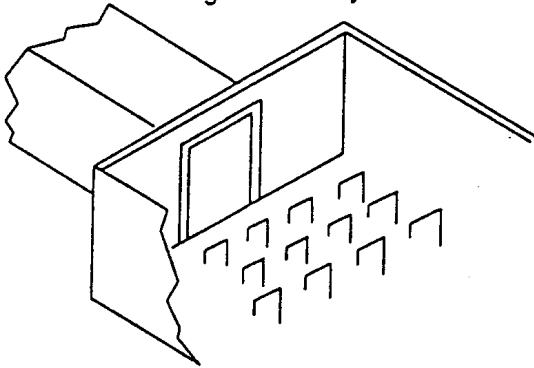
The basin should be constructed horizontal for all entrance conduits with slopes greater than 15° . A horizontal section of at least one pipe diameter long should be provided immediately upstream of the basin. For entrance pipes with slopes greater than 15° , provide a horizontal section at least two pipe diameters upstream.

For erosion reduction and protection from undermining, an end sill with a low flow drainage slot, 45° wingwalls, and a cut-off wall should be provided at the end of the basin. Riprap should be placed downstream of the basin for a length of least four times the conduit diameter. Figure 11-6 illustrates the USBR Type VI Impact Basin design configuration.

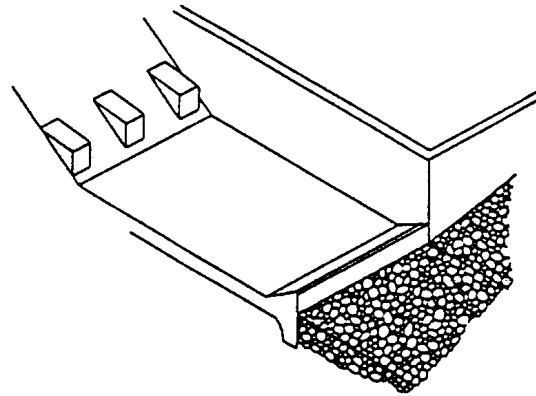
Virginia Department of Highways and Transportation



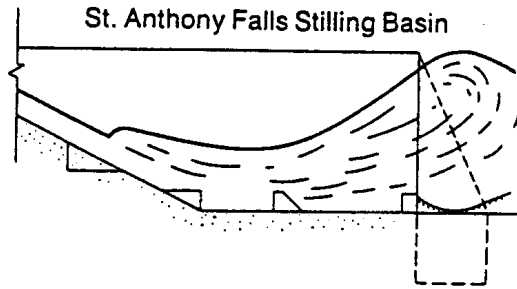
Colorado State University Rigid Boundary Basin



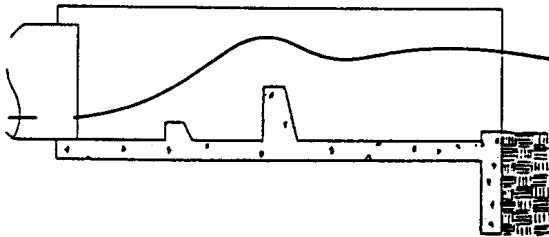
USBR Type IV Basin



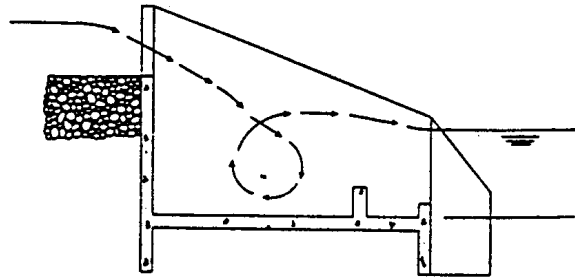
St. Anthony Falls Stilling Basin



Contra Costa County, Calif.



Straight Drop Spillway Stilling Basin



USBR Type VI Baffle Wall Basin

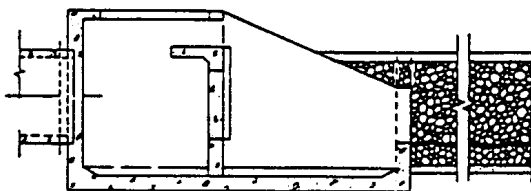


Figure 12-5: Energy Dissipation Structures

Source: North Carolina Erosion and Sediment Control Manual

12.3.4.2. USBR Type VI Impact Basin Design Procedure

The form given in Figure 11-7, can be used with this procedure.

Step 1 Calculate d_E :

- a. For rectangular section, $d_E = D_o = y_o$.
- b. For other sections, $d_E = (A/2)^{0.5}$.

Step 2 Determine Input Flow:

- a. Calculate Froude No., $Fr = V_o/(g d_E)^{0.5}$.
- b. Calculate specific energy, $H_o = d_E + V_o^2/2g$

Step 3 Determine Basin Width (W):

- a. Using Figure 11-8, enter Fr and determine H_o/W
- b. $W = H_o/(H_o/W)$

Step 4 Size Basin:

- a. Using Table 11-1, obtain the dimensions of the basin as shown in Figure 11-6.

Step 5 Determine Energy Loss:

- a. Using Figure 10-9, enter Fr and determine H_L/H_o .
- b. $H_L = (H_L/H_o)H_o$.

Step 6 Determine Exit Velocity (V_B):

- a. Exit energy (H_E) = $H_o - H_L$.
- b. $H_E = d_B + V_B^2/2g$
 $V_B = \sqrt{2g(H_E - d_B)}$

USBR Type VI Design Example:

Given: $D = 48$ dia. inch pipe ($n = 0.15$)

$$Q = 300 \text{ cfs}$$

$$V_o = 40 \text{ ft/s}$$

$$S_o = 0.15 \text{ ft/ft}$$

$$d_o = 2.3 \text{ ft}$$

Find: Basin dimensions, energy loss, and exit velocity.

Solution:

Step 1 - Calculate d_E :

- a. Other sections other than rectangular, $d_E = (A/2)^{0.5}$
 $A = Q/V_o = 300/40 = 7.5 \text{ ft}^2$
 $d_E = (7.5/2)^{0.5} = 1.94 \text{ ft}$

Step 2 - Determine Input Flow:

- a. Froude No., $Fr = V_o/(gd_E)^{0.5} = 40/[32.2(1.94)]^{0.5} = 5.05$
b. Specific energy, $H_o = d_E + V_o^2/2g = 1.94 + (40)^2/64.4 = 26.8$

Step 3 - Determine W :

- a. Using Figure 11-8 and $Fr = 5.05$, $H_o/W = 1.68$
b. $W = H_o/(H_o/W) = 26.8/1.68 = 16 \text{ ft}$

Step 4 - Size basin:

- a. Using Table 11-1 and W , obtain remaining basin dimensions

Step 5 - Determine energy loss (H_L):

- a. Using Figure 11-9 and $Fr = 5.05$, $H_L/H_o = 0.67$
b. $H_L = (H_L/H_o)H_o = 0.67(26.8) = 18 \text{ ft}$

Step 6 - Calculate exit velocity (V_B):

- a. Exit energy (H_E) = $H_o - H_L = 26.8 - 18 = 8.8 \text{ ft}$
b. $H_E = d_B + V_B^2/2g = 8.8$
 $V_B = (Q/W)/d_B = (300/16)/d_B = 18.75/d_B$

d_B	V_B	$d_B + V_B^2/2g = 8.8$
2.3 = d_o	8.1	3.3
1.0	18.8	6.5
0.8	23.4	9.3, use
0.9	20.8	7.6

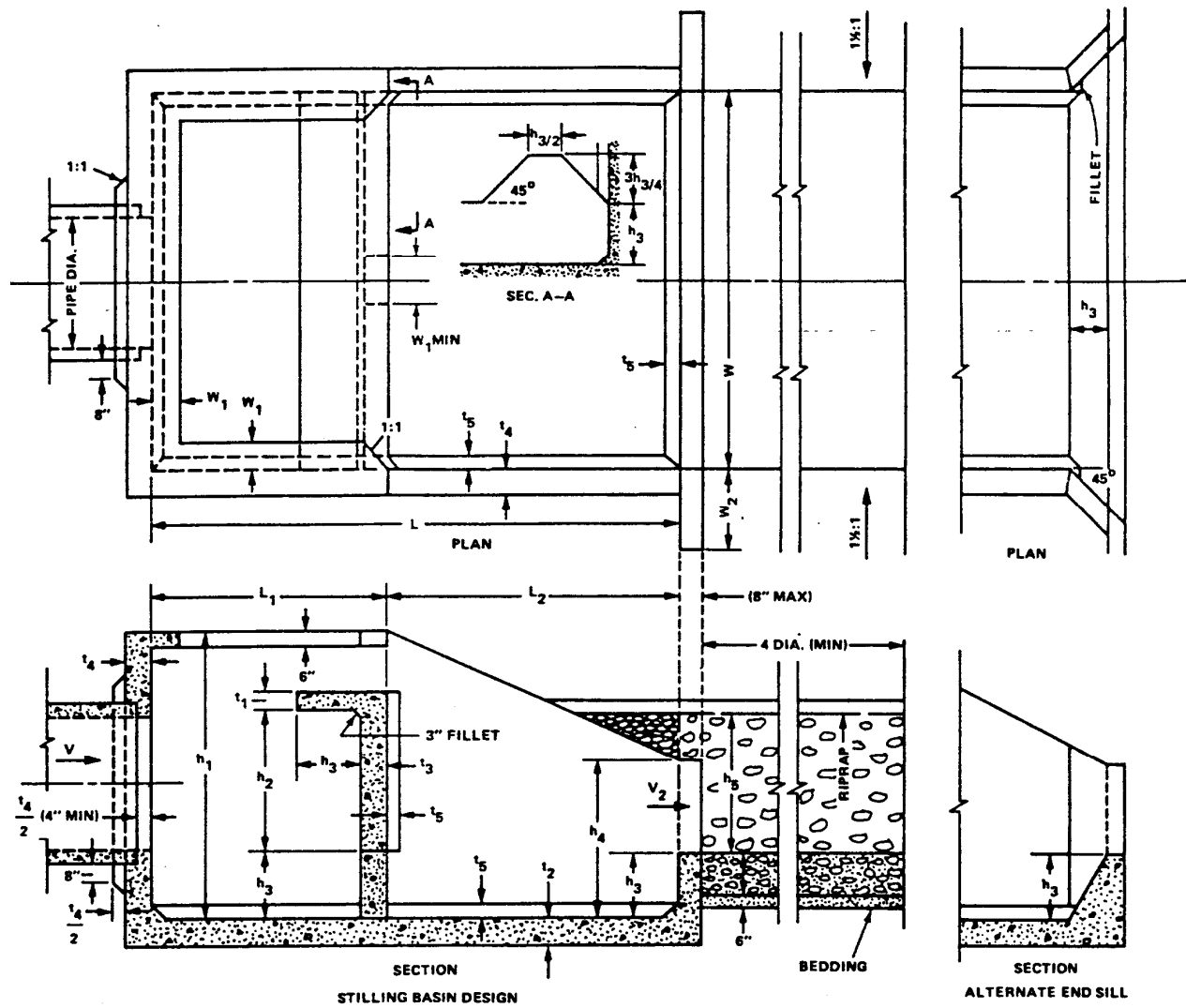
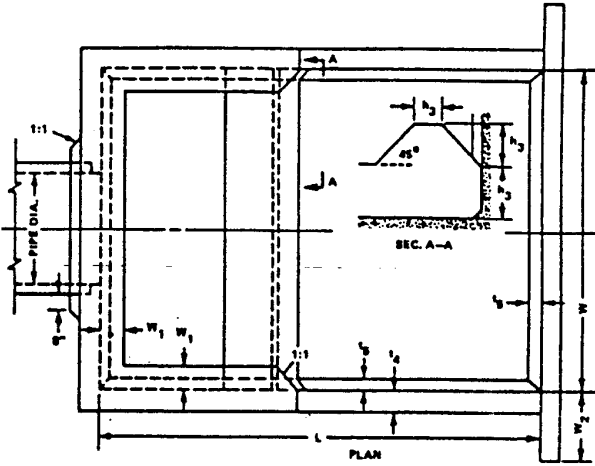
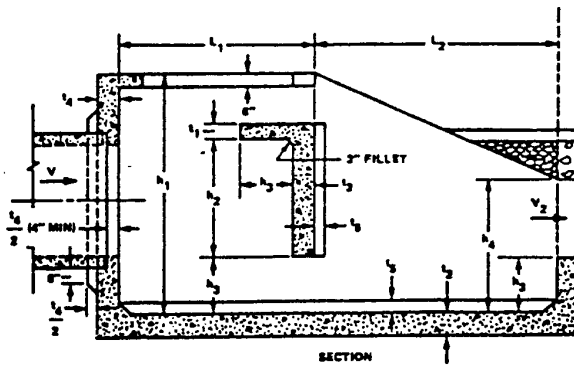


Figure 12-6: USBR Type VI Impact Basin
 Source: AASHTO Model Drainage Manual, 1991

PROJECT _____	PLAN SHEET NO. _____	DATE _____
DESIGNER _____	REVIEWER _____	



CHOOSE BASIN WIDTH (W) CHART 11.6	TRIALS		
	1	2	3
$d_e = y_e$			
V_o			
$H_o = d_e + V_o^2 / 2g$			
F_r			
H_o / W			
$W = H_o / (H_o / W)$			

CHECK OUTLET VELOCITY (V_B)			
H_L / H_o (CHART 11.7)			
$H_L = (H_L / H_o) H_o$			
$H_e = H_o - H_L$			
d_B			
$V_B = (Q/W) / d_B$			
$(H_e)_T = d_B + V_B^2 / 2g$			
IF $(H_e)_T \neq H_e$ CHOOSE ANOTHER D_B			

BASIN DIMENSIONS (FEET-INCHES) FROM TABLE 11.1							
W	h_1	h_2	h_3	h_4	L	L_1	L_2
W	W_1	W_2	t_1	t_2	t_3	t_4	t_5

Figure 12-7: USBR Type VI Impact Basin Design Chart
Source: AASHTO Model Drainage Manual, 1991

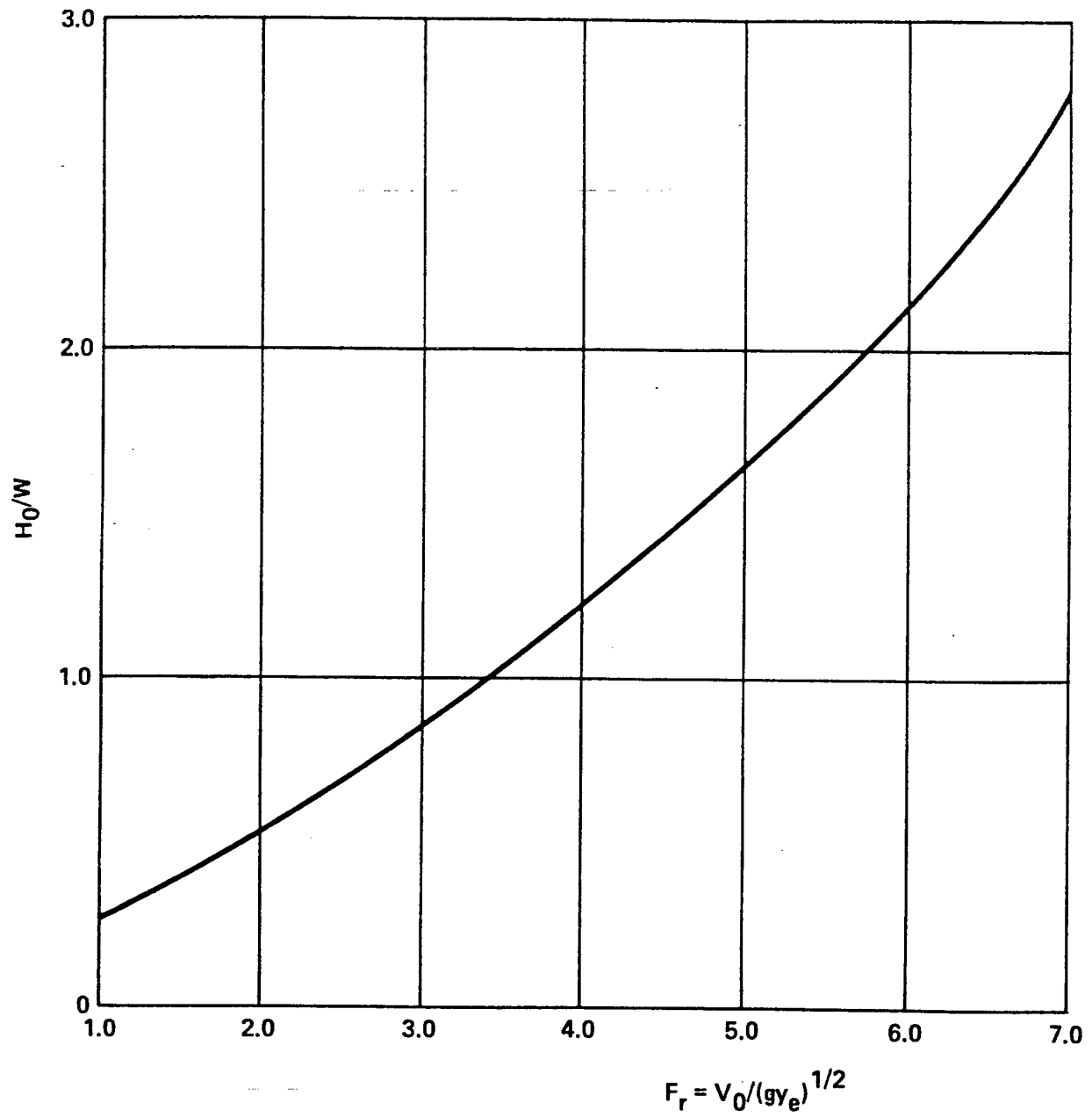


Figure 12-8: Design Curve For USBR Type VI Impact Basin
 Source: AASHTO Model Drainage Manual, 1991

TABLE 12-1: USBR TYPE VI BASIN DIMENSIONS

W	h ₁	h ₂	h ₃	h ₄	L	L ₁	L ₂
4	3-1	1-6	0-8	1-8	5-5	2-4	3-1
5	3-10	1-11	0-10	2-1	6-8	2-11	3-10
6	4-7	2-3	1-0	2-6	8-0	3-5	4-7
7	5-5	2-7	1-2	2-11	9-5	4-0	5-5
8	6-2	3-0	1-4	3-4	10-8	4-7	6-2
9	6-11	3-5	1-6	3-9	12-0	5-2	6-11
10	7-8	3-9	1-8	4-2	13-5	5-9	7-8
11	8-5	4-2	1-10	4-7	14-7	6-4	8-5
12	9-2	4-6	2-0	5-0	16-0	6-10	9-2
13	10-2	4-11	2-2	5-5	17-4	7-5	10-0
14	10-9	5-3	2-4	5-10	18-8	8-0	10-9
15	11-6	5-7	2-6	6-3	20-0	8-6	11-6
16	12-3	6-0	2-8	6-8	21-4	9-1	12-3
17	13-0	6-4	2-10	7-1	21-6	9-8	13-0
18	13-9	6-8	3-0	7-6	23-11	10-3	13-9
19	14-7	7-1	3-2	7-11	25-4	10-10	14-7
20	15-4	7-6	3-4	8-4	26-7	11-5	15-4

W	W ₁	W ₂	t ₁	t ₂	t ₃	t ₄	t ₅
4	0-4	1-1	0-6	0-6	0-6	0-6	0-3
5	0-5	1-5	0-6	0-6	0-6	0-6	0-3
6	0-6	1-8	0-6	0-6	0-6	0-6	0-3
7	0-6	1-11	0-6	0-6	0-6	0-6	0-3
8	0-7	2-2	0-6	0-7	0-7	0-6	0-3
9	0-8	2-6	0-7	0-7	0-8	0-7	0-3
10	0-9	2-9	0-8	0-8	0-9	0-8	0-3
11	0-10	3-0	0-8	0-9	0-9	0-8	0-4
12	0-11	3-0	0-8	0-10	0-10	0-9	0-4
13	1-0	3-0	0-8	0-11	0-10	0-10	0-4
14	1-1	3-0	0-8	1-0	0-11	0-11	0-5
15	1-2	3-0	0-8	1-0	1-0	1-0	0-5
16	1-3	3-0	0-9	1-0	1-0	1-0	0-6
17	1-4	3-0	0-9	1-1	1-0	1-0	0-6
18	1-4	3-0	0-9	1-1	1-1	1-1	0-7
19	1-5	3-0	0-10	1-2	1-1	1-1	0-7
20	1-6	3-0	0-10	1-2	1-2	1-2	0-8

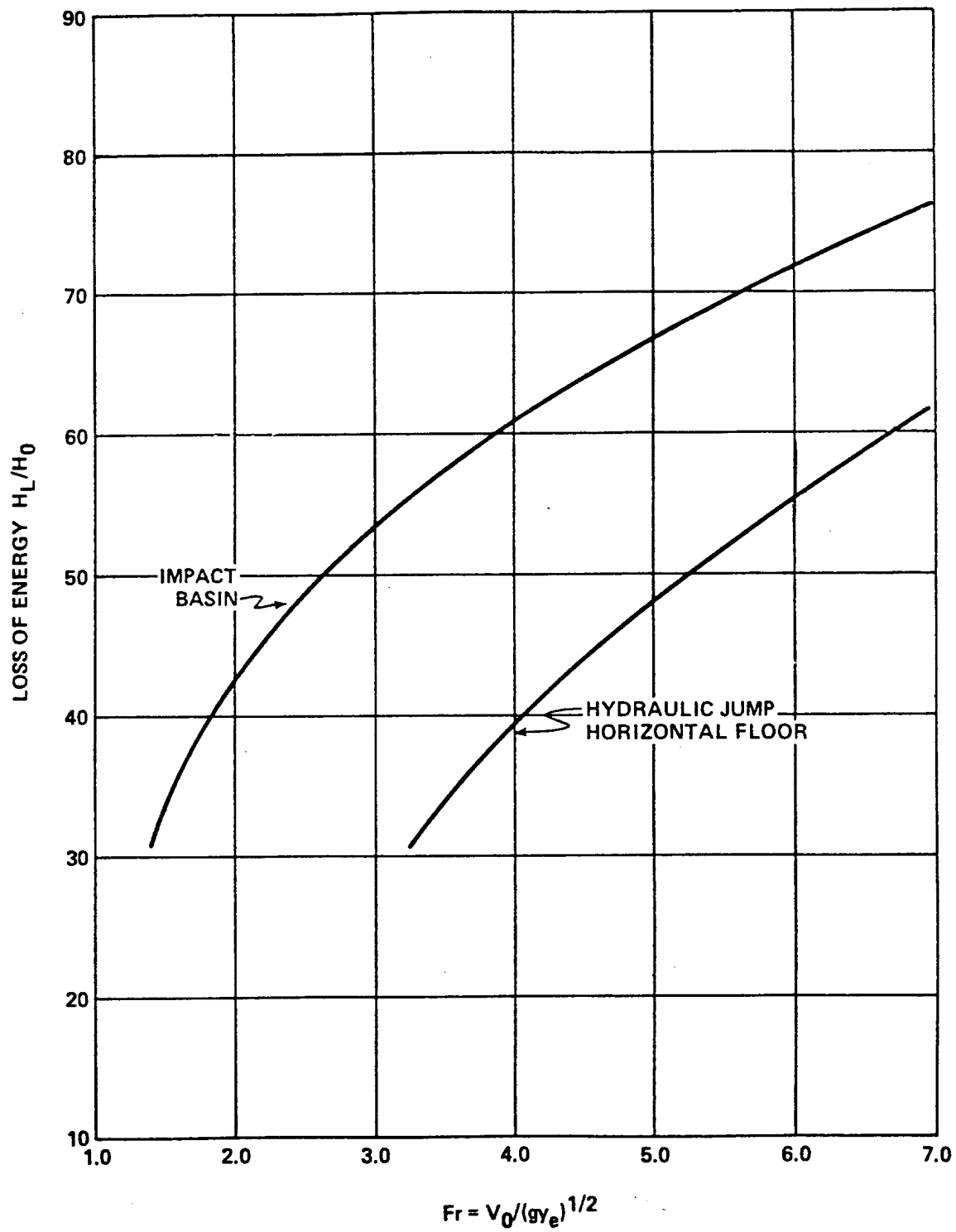


Figure 12-9: Energy Loss For USBR Type VI Impact Basin
 Source: AASHTO Model Drainage Manual, 1991

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Stormwater Management Design Manual Update

March 4, 2025

City Council First Read

Ordinance #2025-04





Objectives for Tonight



- Project Scoping Exercise
- New Manual Basis
- Intent of Manual
- Peer Review and Public Comments
- Manual Revisions
- Discussion and Questions
- First Read Ordinance #2025-04
- Adopt Resolution and Ordinance



CITY OF FLAGSTAFF

**2025 STORMWATER
MANAGEMENT DESIGN
MANUAL**



Project Scoping Exercise

- Review existing manual (2009) to identify desired changes and deficiencies
- Review options for the new manual
 - a. Edit existing manual – too many edits
 - b. Create new manual – too large, cumbersome
 - c. Create new manual – **adopt from other agencies with adaptation to our community**



New Manual Basis

- Coconino County Drainage Design Criteria Manual - Revised 2020
 - Previous County version was based on City of Flagstaff manual
- City of Flagstaff Manual 2025 then utilized County 2020 version with adaptations to our community
- Adopted Flood Control District of Maricopa County Drainage and Design Manual – Hydraulics
- Hydrology – more regional specific (COF) with references to applicable standards and guidelines from other agencies



Intent of Manual



- Update to current engineering and drainage policies, methods, standards, definitions, and design procedures
- Goals as outlined in the Staff Report



Peer Review and Public Comments

- Initial peer review to over 30 participants - February 19, 2024 to March 12, 2024
- Final peer request extended through April 4, 2024
- Multiple comments received, considered, and incorporated as applicable
- Water Commission review – September 19, 2024
- Open for public comment September 20, 2024 through end of October 2024 - No public comments received



Remains Applicable

- Title 13 City of Flagstaff Engineering Design Standards and Specifications for New Infrastructure
 - Chapter 8 of Title 13 is the new stormwater manual
- Title 12 Floodplains (Floodplain Ordinance)
 - Floodplain Use Permit
 - FEMA Regulations
 - NFIP (National Floodplain Insurance Program)
- Low Impact Development Guidance Manual



Manual Revisions

2009 Manual	2025 Revised Manual	Summary of Revisions
Definitions	Definitions	- Definitions updated as need.
1: Introduction	1.0 General Conditions and Requirements	- Chapter sections updated as needed. - Added more sections including Legal Authority, References, Deviation From Adopted Standards, and a Disclaimer
2: Drainage Reports and Plans	2.0 Drainage Reports	- Chapter sections reorganized and revised as needed. - Sections about stormwater construction plans have been removed. More applicable to Engineering Standards, Title 13.
	3.0 Floodplain Requirements	- City of Flagstaff Administrative Floodplains added. - This chapter was contained in Chapter 2 (Drainage Reports) of the 2009 manual. - Additional information and guidelines provided as needed based on updated floodplain analysis and revision methods.



Manual Revisions

2009 Manual	2025 Revised Manual	Summary of Revisions
3: Hydrology	4.0 Hydrology	<ul style="list-style-type: none">- Revised and updated based on City of Flagstaff updated regional hydrology standards where applicable.- Revised and added information and guidelines as needed based on updated hydrologic analysis methods.- Provided "Quick Reference Guide"
4: Open Channels 5: Culverts and Bridges 6: Pavement Drainage 7: Storm Drains 8: Storage and Detention Facilities	5.0 Hydraulics	<ul style="list-style-type: none">- Adopted FCDMC Hydraulics Manual where applicable.- This chapter compiles Chapters 4 through 8 from the 2009 manual.- Revised and added information and guidelines as needed based on updated analysis methods.- Provided "Quick Reference Guide"
9: Low Impact Development Requirements for Infiltration and Reuse of Stormwater	6.0 Low Impact Development	<ul style="list-style-type: none">- Revised and added information and guidelines as needed based on updated analysis methods.- Clarified policies and added section for previously separate documents: Rainwater Harvesting (updates policy)- Added Reference section to related City of Flagstaff documents.



Manual Revisions

2009 Manual	2025 Revised Manual	Summary of Revisions
10: Erosion Hazard/ Building Setbacks	7.0 Erosion Hazard/ Building Setbacks	- Substantially the same.
11: Erosion and Sediment Control	8.0 Erosion and Sediment Control	- Chapter sections reorganized and revised as needed. - Substantially the same.
12: Energy Dissipators		- Chapter removed and references to other design manuals included in new manual where applicable.
	9.0 Burned Watershed and Post-Wildfire Flooding	- Chapter added to manual based on current and ongoing impacts from regional wildfires.
	10.0 Two-Dimensional Flood Modeling	- Chapter added to manual based on hydrologic and hydraulic analysis methods and technology currently used.

Discussion and Questions



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Scott Overton, Public Works Director
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Contract: Award the Design-Build Services Agreement for the Montalvo Science, Technology, Engineering and Mathematics (STEM) Education Community Center to Loven Contracting, Inc.

STAFF RECOMMENDED ACTION:

1. Approve the Design Build contract to Loven Contracting, Inc. for the construction of the Montalvo Science, Technology, Engineering and Mathematics (STEM) Education Community Center in an amount not to exceed \$3,100,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The property located at 2230 E. Spruce Ave is a former fire station site located adjacent to the Joel Montalvo baseball complex. The former fire station was deemed to be at the end of public use and service and has sat empty and underutilized for many years. In early 2020, discussions about a Science, Technology, Engineering and Mathematics (STEM) Education Community Center Project occurred, leading to the development of a facility concept. Additional due diligence, involving building analysis by Public Works, Sustainability and an outside construction consultant resulted in concurrence of a complete demolition of the existing structure. Funding for this project comes from the General Fund resources which were made available through the American Rescue Plan act from the revenue replacement category. A preliminary concept and thorough review in Community Development has been completed using the site planning process. During that process, supporting infrastructure, site plan engineering, landscape planning and overall concept approvals were obtained. The issuance of a Request of Statement of Qualifications (RSOQ) seeking firms interested in the design and delivery of a STEM project at the site was opened in the Summer of 2024.

Today's action is to consider and approve the result of solicitation 2024-138 and approve the Design-Build Services Agreement with Loven Contracting, Inc., in an amount not to exceed \$3,100,000. Once the master agreement is approved, there will be a series of Guaranteed Maximum Price (GMP) contract amendments that clearly define delivery scope, costs and timelines to perform. Each GMP is unique to a scope and often bundled as the project progresses through delivery until final acceptance of the project by the city.

Financial Impact:

The Budget Team reviewed the financial elements of the project on 2.18.25 and approved the approach and funds available below to deliver the project.

Project Name: Montalvo STEM Education Community Center

Construction Cost: \$3,100,000.00

Account Number Budgeted: 001-09-402-6321-1-4435 and 001-09-402-6321-1-4421

FY Budgeted Amount: \$2,400,000.00 Construction and \$335,011.00 Design

Funding Source: American Rescue Plan Act (ARPA) Pub. L. No. 117-2

Additional Funding Sources:

Mural structure and elements to be determined - BBB - 051-07-212-3607-5-4425 - \$100,000.00
Right of Way and Pedestrian infrastructure at intersection of Spruce and Second - Sidewalk Infill 048-10-120-3462-6 - \$135,000.00
Infrastructure Reserve Hold - \$300,000

Policy Impact:

This action fulfills the initial commitment by the city to utilize a portion of the American Rescue Plan for the delivery of an education community center project.

Previous Council Decision or Community Discussion:

Council Budget Retreats and direction has been provided previously. Sunnyside Neighborhood Association has been active in occasional updates.

Options and Alternatives to Recommended Action:

1. Reject all proposals and decline to enter into the Design-Build Services Agreement and refer the item back to staff for an alternative solicitation.
2. Do not proceed with the delivery of this project and provide staff with alternative direction or guidance on the site use or funding allocations.
3. Continue to negotiate the terms or conditions with respondent based on City Council feedback or direction.

Background and History:

The City of Flagstaff Procurement Department and Project Manager solicited a Request for Statement of Qualifications - Design Build on PlanetBids. This was published July 20th & August 3rd, 2024, in Arizona Daily Sun, open on PlanetBids from July 7th to August 16th, 2024. A group of evaluators from the City and one County staff evaluated the submission and decided to move forward with request to award Loven Contracting, Inc.

Connection to PBB Priorities and Objectives:

1. Ensure City facilities, services, and programs are accessible for all residents and representative of Flagstaff's diverse community.
2. Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not.
3. Enhance relationships between the development community, the City, and Flagstaff residents.
4. Create a welcoming community through partnerships, resilient neighborhoods.
5. Provide amenities and activities that support a healthy lifestyle.
6. Work with regional partners that provide equitable and inclusive educational and cultural opportunities for Flagstaff residents of all ages.

Connection to Regional Plan:

1. Goal CC.5. Support and promote art, science, and education resources for all to experience.
2. Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete, and connected places.
3. 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.
4. Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.
5. Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character.

Connection to Carbon Neutrality Plan:

IR-3	Plan for changes to recreation, reduce emissions, and respond to the impacts of climate change on current Parks and Recreation facilities and operations.
FS-1	Reduce or remove natural gas usage in municipal buildings
CE-2	Increase renewable energy installations and usage in new buildings.
IR-2	Ensure equity, accessibility, and inclusion across all City of Flagstaff Parks and Recreation facilities, helping all members of the Flagstaff community to meet their health and wellness needs.

Connection to 10-Year Housing Plan:

N/A

Connection to Division Specific Plan:

N/A

Attachments: 2024-138 Base Design Build Contract Presentation



CITY OF FLAGSTAFF, ARIZONA

CITY OF FLAGSTAFF MONTALVO SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS EDUCATION COMMUNITY CENTER Design-Build Services Agreement

**Contract No. 2024-138
Project No. CL6321M**

Mayor
Becky Daggett

City Council

Austin Aslan	Lori Matthews
Anthony Garcia	David Spence
Khara House	Miranda Sweet

City Manager
Greg Clifton

Public Works Director
Scott Overton

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DESIGN-BUILD SERVICES AGREEMENT

PROJECT NO. CL6321M

CONTRACT NO. 2024-138

THIS AGREEMENT is made and entered by and between the CITY OF FLAGSTAFF, an Arizona municipal corporation, hereinafter designated the "CITY," and Loven Contracting, Inc, an Arizona corporation, hereinafter designated the "DESIGN-BUILDER."

RECITALS

- A. The City Manager of the City of Flagstaff, Arizona, is authorized and empowered by provisions of the City Charter to execute contracts for professional services and construction services.
- B. The City intends to construct the Montalvo STEM Education Community Center Project as more fully described in Exhibit A attached hereto, hereinafter referred to as the "Project."
- C. The City is a recipient of funds through the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021). It is anticipated that a portion of this Project will be financed by the Revenue Replacement allocation for Education Assistance in Flagstaff.
- D. The Design-Builder has represented to the City its ability to design and construct the Project, and based on this representation the City has engaged Loven Contracting, Inc., to design and construct the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the Design-Builder as follows:

Article 1 - Definitions

"Addenda" written or graphic instruments issued prior to the submittal of the GMP proposal(s), which clarify, correct, or change the GMP proposal(s) requirements.

"Agreement" or "Contract" means this written document signed by the City and Design-Builder covering the design and construction of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. This term shall also include the RSOQ, all Attachments and Exhibits, and all Appendices.

"Change Order" (Amendment) means a written instrument issued after execution of this Agreement, signed by City and Design-Builder, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; the extent of the adjustment to the Contract Time(s) or modifications of other contract terms.

"City" (Owner) means the City of Flagstaff, a municipal corporation, with whom Design-Builder has entered into this Contract and for whom the services are to be provided pursuant to this Agreement.

"City's Representative" means the designated City Representative.

"City's Senior Representative" means the designated Senior Representative.

“Commissioning” means the process prescribed in this Agreement for achieving, validating, and documenting the performance of the total Project and its systems to meet the design needs and requirements of the City.

“Construction Documents” means the plans, specifications, and drawings prepared by the Design-Build team and include documents as prescribed by this Agreement.

“Construction Drawings” means the detailed drawings, corrected for permit requirements, approved as part of the Construction Documents.

“Construction Fee” means the Design-Builder’s administrative costs, home office overhead, and profit.

“Contract Documents” means the following items and documents in descending order of precedence executed by the City and the Design-Builder: (i) all written modifications, amendments, and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) Design-Builder’s GMP proposal; and (v) Design-Builder’s Statement of Qualifications.

“Contract Price” means the amount or amounts set in this Contract, subject to adjustment in accordance with this Agreement.

“Contract Time” means the period of time, as set forth in this Agreement, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

“Cost of the Work” means the direct costs necessarily incurred by the Design-Builder in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, permit and license fees (if not paid for by City), materials testing, and related items. The Cost of the Work shall not include the Design-Builder’s Construction Fee, General Conditions Costs, or applicable State of Arizona and City of Flagstaff transaction privilege taxes.

“Critical Path” means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Deliverables” means the work product(s) prepared by the Design-Builder in performing the scope of work described in this Contract. Some of the major Deliverables to be prepared and provided by the Design-Builder during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization as may be required or appropriate, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

“Design Services” means all professional services to be performed or procured by the Design-Builder to provide required Project design under this Agreement and any subsequent amendments.

"Design-Builder" means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract.

"Design-Builder's Contingency" means a fund to cover cost growth during the Project used at the discretion of the Design-Builder, usually for costs that result from Project circumstances. The amount of the Design-Builder's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the Design-Builder's Contingency is described in this Agreement.

"Design-Builder's Senior Representative" means the person designated in this Agreement.

"Design-Builder's Representative" means the person designated in this Agreement.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ or are not reasonably inferable from the conditions indicated in the Contract Documents; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Completion" means the completion of the Project as prescribed in this Agreement.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"General Conditions Costs" includes but is not limited to the following types of costs for the Design-Builder during the construction phase: (i) payroll costs for project manager or construction manager for work conducted at the Site; (ii) payroll costs for the superintendent and full-time general foremen; (iii) payroll costs for other management personnel resident and working at the Site; (iv) workers not included as direct labor costs engaged in support (e.g., loading/unloading, clean-up, etc.); (v) administrative office personnel; (vi) costs of offices and temporary facilities set up solely for this Project including office materials, office supplies, office equipment, and minor expenses; (vii) utilities, fuel, sanitary facilities, and telephone services at the Site; (viii) costs of liability and other applicable insurance premiums not included in labor burdens for direct labor costs; (ix) costs of bond premiums; and (x) cost of consultants not in the direct employ of the Design-Builder or Subcontractors.

"Guaranteed Maximum Price" or "GMP" means the sum of the cost for design, permitting, and maximum cost of the construction including the Design-Builder's Construction Fee, General Conditions Costs; sales tax; and Design-Builders Contingency.

"GMP Plans and Specifications" means the plans and specifications upon which the Guaranteed Maximum Price proposal is based.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project, Site, or Work.

"Notice to Proceed" or "NTP" means the directive issued by the City authorizing the Design-Builder to start Work.

"Owner's Contingency" means a fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City's directed changes or Differing Site Conditions, or as the City may otherwise elect. The amount of the Owner's Contingency will be set solely by the City and will be in addition to the Project costs included in the Design-Builder's

GMP packages. Use and management of the Owner's Contingency is described in this Agreement.

"Payment Request" means the City form used by the Design-Builder to request payment for Work in accordance with this Agreement.

"Performance Period" means the period of time allotted in the Contract Documents to complete the construction comprised within a GMP. The Performance Period shall be stated with each GMP and shown on the Project Schedule.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the construction.

"Project" means the Work to be completed in the execution of this Agreement and as amended and as described in the Recital above and in Exhibit A.

"Project Schedule" means a schedule as prescribed in this Agreement.

"Record Documents" means the documents created pursuant to this Agreement.

"Recovery Schedule" means a schedule created pursuant to this Agreement, which clearly and realistically identifies adjustments proposed to bring the Project back to the initial project Substantial Completion date.

"Samples" means physical examples which illustrate materials, equipment, or workmanship and establish standards by which the construction will be judged.

"Scheduled Substantial Completion Date" means the date on which the Work, or an agreed upon portion of the Work, is anticipated to be sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes.

"Schedule of Values (SOV)" means the document specified in the construction phase which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Project Schedule depending on if the Project Schedule is cost-loaded or not.

"Shop Drawings" means drawings, diagrams, schedules, and other data specially prepared for the construction by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, Supplier, or distributor to illustrate some portion of the construction.

"Site" means the land or premises on which the Project is located.

"Subcontractor" or "Subconsultant" means an individual or firm having a direct contract with the Design-Builder or any other individual or firm having a contract with the aforesaid contractors at any tier who undertakes to perform a part of the Work for which the Design-Builder is responsible.

"Substantial Completion" means the established date when the Work or designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so that the City may occupy the Work, or designated portion thereof, for the use for which it is intended. This may include but is not limited to: (i) approval by the City or State Fire Marshall and/or other state or local authorities having jurisdiction over the Work or a portion thereof (Certificate of Occupancy);

(ii) all systems in place, functional, and displayed to, and accepted by, the City or its representative; (iii) City operation and maintenance training complete; (iv) HVAC test and balance completed with reports provided to the Design Professional for review; (v) operational and maintenance manuals and final Project Record Documents delivered to the City or Design Professional for review; (vi) landscaping and site work complete; and (vii) final cleaning complete.

“Supplier” means a manufacturer, fabricator, supplier, distributor, material manager, or vendor having a direct contract with Design-Builder or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Design-Builder or any Subcontractor.

“Work” means all design, construction, and Commissioning services, including procuring and furnishing materials, equipment, services, and labor reasonably inferable from the Contract Documents.

Article 2 – Design-Builder’s Services and Responsibilities

The following sections prescribe the services and responsibilities required for the proper execution and completion of the Work by the Design-Builder. They are not organized in any specific order and may pertain to all phases of the Work.

2.1 General Services.

- 2.1.1 Design-Builder shall, through personnel employed by Design-Builder, or procured from qualified Subconsultants or Subcontractors, perform all Work, and provide all material, equipment, tools, and labor necessary to complete the Work described in and reasonably inferable from this Agreement.
- 2.1.2 This Agreement shall be executed and signed by City and Design-Builder, stating their agreement to proceed with design in accordance with all codes, standards and requirements as adopted by ordinance or as may be referenced in Exhibit B – Scope of Services.
- 2.1.3 An amendment to this Agreement may be executed and signed by City and Design-Builder, stating their agreement to a GMP, or multiple GMP’s, and to proceed with the completion of the design and construction of the Project.
- 2.1.4 The City hereby acknowledges its acceptance of the key personnel of the design-build team as submitted by the Design-Builder in its statement of qualifications or as amended subsequently during the selection process. At any time hereafter that the Design-Builder desires to reassign or change key personnel while performing under this Agreement, the Design-Builder shall submit a request to reassign or change key personnel and the qualifications of the proposed new key personnel to the City for prior approval.
- 2.1.5 The Design-Builder will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement. If the City objects, with reasonable cause, to any of the Design-Builder’s design professionals, the Design-Builder shall take prompt corrective action acceptable to the City and, if required, remove such persons from the Project and replace with new design professionals agreed to by the City.

- 2.1.6 Design-Builder's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with City and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced as described in this Agreement.
- 2.1.7 The parties will meet within seven (7) Days after execution of this Agreement to discuss issues affecting the administration of the Work, the Project Schedule, and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under this Agreement. The Notice to Proceed (NTP) date prescribed in this Agreement will be established.

2.2 Professional Services.

- 2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed design consultants, the necessary Design Services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. The Design-Builder's design professionals shall seal with an Arizona registered professional seal all plans, works, and Deliverables prepared by them for this Agreement as required by state law.
- 2.2.2 The Design-Builder understands and agrees that the City's Senior City Representative or City Representative, shall be the sole contacts for administering this Agreement. The Design-Builder is not precluded from discussing the Project, or its requirements with the tenants or other entities which will ultimately use the facility, but all specific directions to or requests of the Design-Builder must be authorized by the Senior City Representative or the City Representative.

2.3 Standard of Care for Design Professional Services and Corrections.

- 2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the services, which standards are to be set forth in an exhibit to this Agreement entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.
- 2.3.2 The Design-Builder shall be responsible for the completeness and accuracy of the plans, specifications, supporting data, and other work prepared or compiled under its obligation for this Project and shall correct, at its expense, all errors, omissions and negligent acts therein which may be discovered. Correction of errors, omissions and negligent acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design-Builder. The cost of the design necessary to correct those errors attributable to the Design-Builder shall not be reimbursable costs to the Design-Builder. Any damage incurred by the City as a result of additional construction cost caused by such errors, omissions or

negligent acts shall not be reimbursed to the Design-Builder to the extent that such errors, omissions and negligent acts fall below the standard of care and skill that a registered professional in Arizona would exercise under similar conditions. The fact that the City has accepted or approved the Design-Builder's product shall in no way relieve the Design-Builder of any of its responsibilities.

2.4 Project Schedule.

- 2.4.1 The Project Schedule shall be established within seven (7) Days of the NTP and updated and maintained throughout the Work. An updated Project Schedule shall be part of any GMP amendment.
- 2.4.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents.
- 2.4.3 An updated Project Schedule shall be submitted monthly to the City five (5) working Days prior to the Design-Builder's monthly Payment Request as prescribed in this Agreement.
- 2.4.4 Design-Builder shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, and (iii) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price(s) and within the Contract Time(s).
- 2.4.5 With each Project Schedule submitted, the Design-Builder shall include a transmittal letter including the following.
- Description of problem tasks (referenced to field instructions, requests for information (RFIs), change order or claim numbers) as appropriate.
 - Current and anticipated delays not resolved by approved change order, including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impact of the delay on other activities, milestones, and the date of Substantial Completion
 - Changes in construction sequence
 - Pending items and status thereof including but not limited to:
 - Pending change orders
 - Time extension requests
 - Other items
 - Substantial Completion date status:
 - If ahead of schedule, the number of Days ahead
 - If behind schedule, the number of Days behind
 - Other Project or scheduling concerns
- 2.4.6 City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the Design-Builder from compliance with the requirements

of the Contract Documents or be construed as relieving the Design-Builder of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

- 2.4.7 Upon the City's request, the Design-Builder shall participate in the review of the Design-Builder's Project Schedule submissions. The City may request the participation of Subconsultants and/or Subcontractors in these reviews, as determined necessary by the City.
- 2.4.8 The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the path of critical activities.
 - 2.4.8.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates, and total Float times for all activities except critical activities. The CMP diagram shall be presented in a time scaled graphical format for the Project as a whole.
 - 2.4.8.2 The CPM diagram schedule shall indicate all relationships between activities.
 - 2.4.8.3 The activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
 - 2.4.8.4 The CPM diagram construction schedule shall be based upon activities, which would coincide with the Schedule of Values.
 - 2.4.8.5 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
 - 2.4.8.6 The schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the Design-Builder's activities.
 - 2.4.8.7 The schedule shall include a Critical Path activity that reflects anticipated weather delay during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on the information set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.
- 2.4.9 The Project Schedule shall consider the City's occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 2.4.10 In the event of significant delays, lags or changes in the planned sequence of activities, as determined by Owner, Contractor shall provide to Owner a Recovery Schedule indicating proposed rescheduling of activities to achieve completion of the Project by the Scheduled Substantial Completion Date.

2.4.11 Float time shall be as prescribed below:

2.4.11.1 The total Float within the overall schedule, is not for the exclusive use of either the City or the Design-Builder, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

2.4.11.2 The Design-Builder shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date, and then only if such extensions or damages are shown to be justified under the Contract Documents.

2.4.11.3 Since Float time within the construction schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in a savings of time to the Design-Builder, etc.). In such an event, the Design-Builder shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.5 Cost Estimates.

2.5.1 The Project budget available for the Work will be communicated to the Design-Builder through separate correspondence. The Design-Builder is responsible for the delivery of the Project covered by the Contract Documents within the Project budget.

2.5.2 With each Project Schedule submittal pursuant this Agreement, the Design-Builder shall provide a detailed cost estimate and a written review of the documents.

2.5.3 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, the Design-Builder shall make at its sole expense appropriate recommendations on methods and materials to the City that it believes will bring the Project back into the Project budget. Additionally, consideration will be made whether any budget overruns are a result of City requested scope modifications, deletions, or additions. Any portion of the budget overruns attributable to the City, in part or in whole, as a variance from any previously accepted budget, will not be required to be reconciled at the expense of the Design-Builder.

2.5.4 In between these milestone estimates, the Design-Builder shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of the Design-Builder to keep the City informed as to the major trend changes in costs relative to the City's budget.

2.5.5 If requested by the City, the Design-Builder shall prepare a preliminary “cash flow” projection based upon historical records of similar type projects to assist the City in the financing process.

2.6 Not Used.

2.7 Construction Management Plan.

2.7.1 The Design-Builder will prepare a Construction Management Plan (CMP).

2.7.2 The CMP shall include:

- Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project;
- Investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities;
- Alternate strategies for fast-tracking and/or phasing the construction,
- Goal compliance strategy;
- The number of separate sub-agreements to be awarded to Subcontractors and Suppliers for the Project construction;
- Permitting strategy;
- Safety and training programs;
- Construction quality control;
- Commissioning program;
- Cost estimate and basis of the model; and
- Matrix summarizing each Project Team member’s responsibilities and roles.

2.7.3 The Design-Builder shall add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of construction.

2.8 Design Services.

2.8.1 Design-Builder shall provide all interim design submissions and Deliverables as prescribed in the Performance Standards Requirements provided by the City, and as shown on the Project Schedule.

2.8.2 Within seven (7) Days after a scheduled submission, the Design-Builder and City shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or previously submitted design submissions.

2.8.3 The Design-Builder, with each required submittal, shall submit and distribute ten, or as otherwise identified in the Performance Standards Requirements, hard copy sets of plans and specifications.

2.8.4 Minutes of the meetings will be maintained by Design-Builder and provided within five Days following the design review meeting to all attendees for review.

- 2.8.5 City shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's Owner approved Project Schedule.
- 2.8.6 Design-Builder shall not cause the design to proceed until City approves the interim design submissions as prescribed in this Agreement. If the Design-Builder allows the design to proceed without City approval, the cost of any resultant redesign is not a reimbursable cost. The interim design submission and approval of the same shall include defined design documents, master schedule, and design phase budget (cost model, estimate and or GMP).
- 2.8.7 City's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Project. Neither City's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability to the City.
- 2.8.8 The Project design must meet all applicable (i) Maricopa Association of Governments (MAG) Uniform Standard Technical Specifications and Uniform Standard Details and Drawings, latest revision; (ii) the City of Flagstaff Supplements and Amendments to the latest revision of the MAG Uniform Standard Technical Specifications and Uniform Details and Drawings; (iii) the City of Flagstaff Engineering Design and Construction Standards and Specifications, latest edition; (iv) all City building standards; and (v) shall include any general provisions provided by the City.
- 2.8.9 The Project design criteria and specifications shall be in accordance with all codes, standards and requirements as adopted by ordinance or as may be referenced in Exhibit C – Performance Standards Requirements. Variances from the standards and guidelines must be identified in writing by the Design-Builder and approved by the City. The Design Builder shall identify conflicts between the design standards and guidelines and the requirements in this Agreement or Legal Requirements and shall obtain concurrence with resolution of the conflict. The design standards and guidelines or approval of variances or resolution of conflicts shall not be deemed to transfer any design liability to the City.
- 2.8.10 The Design-Builder shall not specify any construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof unless specifically approved in writing by the City.
- 2.8.11 The Design-Builder shall coordinate with private, public, and City utilities (i.e., Information Technology Division, Water Services Division) regarding standard utility issues and incorporate pertinent information in the plans.
- 2.8.12 The Design-Builder shall be responsible for scheduling, submitting to, obtaining approval, and retrieving all required Construction Documents from the various required reviewing agencies.
- 2.8.13 Until such time as a GMP amendment has been executed, Design-Builder when requested by the City, will attend, make presentations, and participate as may be appropriate in public agency and/or community meetings relative to the Project. Design-Builder will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any

such meetings.

2.8.14 Design-Builder shall submit to the City, Construction Documents setting forth in detail drawings and specifications describing the requirements for construction.

2.8.14.1 The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting.

2.8.14.2 The Design-Builder shall provide the drawings in digital compatible with City of Flagstaff Community Development Department CADD technology using City layering standards.

2.8.14.3 The drawing format will be a 24" x 36" sheet size unless otherwise authorized in writing by the City.

2.8.14.4 The parties shall have a design review meeting to discuss, and City shall review and approve the Construction Documents in accordance with the procedures set forth this Agreement.

2.8.15 Prior to commencement of construction, Design-Builder shall submit to the City the following.

- One set of approved Construction Drawings in AutoCAD format on electronic media (CD-ROM);
- Five print sets of approved Construction Drawings and five half-size sets; and
- Five sets of specifications.

2.8.16 To the extent not prohibited by Legal Requirements, Design-Builder may arrange for interim design submissions and Construction Documents for a portion of the construction to permit construction to proceed on that portion prior to completion of the Construction Documents for the entire construction.

2.9 Not Used.

2.10 Government Approvals and Permits.

2.10.1 Design-Builder shall obtain all necessary permits, approvals, and licenses required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. The Design-Builder is specifically reminded of the need to obtain the necessary environmental permits and/or file the necessary environmental notices.

2.10.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of any obligation of any kind for violation of said permit or notice requirements.

2.10.3 City shall be responsible for City of Flagstaff review and permit(s) fees for building and demolition permits. City will also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility fees for permanent services.

2.10.4 Design-Builder shall be responsible for all other permits and review fees not specifically listed in this Agreement.

2.10.5 City is responsible for the cost of water meter(s), water and sewer taps and fire lines and taps, and all utility fees including incremental billings until Substantial Completion. Arrangements for construction water and associated fees are the Design-Builder's responsibility.

2.11 Subcontractor Selection.

2.11.1 Subcontractors shall be selected by a combination of qualifications and price derived through competitive bidding.

2.11.2 Design-Builder shall employ only Subcontractors who are duly licensed in Arizona and qualified to perform the Work per the requirements of the Contract Documents.

2.11.3 The Design-Builder will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors selected pursuant to a qualifications based procedure, for each trade in the Project for approval by the City and solicit bids for the various construction categories. If there are not three qualified Subcontractors available for a specific trade or there are extenuating circumstances warranting such, the Design-Builder may request approval by the City to submit less than three names. Without prior approval by the City, no change in the City-approved Subcontractors will be allowed.

2.11.4 If the Design-Builder desires to self-perform certain portions of the construction, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The Design-Builder's bid will be evaluated in accordance with the process identified below. If after selection of a Subcontractor, events warrant and the City concurs, the Design-Builder may self-perform construction without bidding or re-bidding.

2.11.5 If the City objects to any nominated Subcontractor or to any nominated self-performed construction for good reason, the Design-Builder will nominate a substitute Subcontractor.

2.11.6 The Design-Builder will distribute drawings and specifications, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.

2.11.6.1 The Design-Builder shall receive, open, record, and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals, the Design-Builder, in addition to bid price, shall consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor bids will be done with the City Representative in attendance to observe and witness the process. The Design-Builder will resolve any Subcontractor bid withdrawal, protest, or disqualification in connection with the award at no increase in the cost of the construction.

2.11.7 Upon completion of the Subcontractor selection process, the Design-Builder shall submit a summary report to the City of the entire Subcontractor selection process. The report will indicate, by bid process, all Subcontractors contacted to determine interest, the Subcontractors solicited, the bids received and costs negotiated, and the selected Subcontractors for each category of Work.

2.11.8 The selected Subcontractors will provide a Schedule of Values, which will be used to create the overall Project Schedule of Values.

2.12 General Construction Services.

2.12.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, taxes, inspection, testing, start-up, material, equipment, machinery, and arrangements for temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.12.2 The Design-Builder shall completely and totally construct the Project and install the material therein for the City, in a good and workmanlike and substantial manner. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Contract Documents as amended.

2.12.3 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.13 Pre-construction Conference.

2.13.1 After approval of Construction Documents, and prior to the commencement of any construction, the City's Representative will schedule a pre-construction conference.

2.13.2 The purpose of this conference is to establish a working relationship between the Design-Builder, utility firms, and various City agencies. The agenda will include critical elements of the construction schedule, submittal schedule, cost breakdown of major lump sum items, the level of Record Project Documents required, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

2.13.3 The construction start date will be concurred with Loven Contracting, Inc. After the meeting, a Notice to Proceed letter will be issued confirming the construction start date, duration of the construction, and, if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion will be listed.

2.13.4 The Design-Builder shall provide a Schedule of Values based on the categories used in the buy out of the construction, but not greater than the approved GMP, and identifying the construction contingency. The Schedule of Values will subdivide the construction into all items comprising the construction.

2.13.5 Minimum attendance by the Design-Builder shall be the Design-Builder's Representative who is authorized to execute and sign documents on behalf of the firm, the Design-Builder's Design and Construction Representatives, the job superintendent, and the Design-Builder's safety officer.

2.14 Supervision of Construction.

2.14.1 Design-Builder or the Design-Builder's Representative shall at all times be present at the Site when construction activities are taking place.

2.14.2 All elements of the construction, such as concrete work, pipe work, etc., shall be under the direct supervision of a foreman or his designated representative on the Site, who shall have the authority to take actions required to properly carry out that particular element of the construction.

2.14.3 In the event of noncompliance of this Agreement, the City may require the Design-Builder to stop or suspend the construction in whole or in part. Such suspension, due to the Design-Builder's noncompliance shall not be considered a basis for an increase in the Contract Price or extension of Contract Time.

2.14.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the Design-Builder's responsibility to ensure the Subcontractor employed for such Work is approved.

2.14.5 During construction, the City may reasonably object to any Subcontractor and the Subcontractor shall be removed from the construction, provided that the Contract Price and/or Contract Time(s) may be adjusted to the extent that City's decision impacts Design-Builder's cost and/or time of performance.

2.14.6 Any person employed by the Design-Builder or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful, and safe manner, or is intemperate or disorderly, shall, at the written request of the City, be removed from the construction by Design-Builder or Subcontractor employing such person, and shall not be employed again in any portion of construction without the written approval of the City. The Design-Builder or Subcontractor shall keep the City harmless from damages or claims, which may occur in the enforcement of this Agreement.

2.14.7 Design-Builder shall be solely responsible to City for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.14.8 Design-Builder shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.15 Control of Construction Site.

- 2.15.1 Throughout all phases of construction, including suspension of Work, Design-Builder shall keep the Site reasonably free from debris, trash, and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the construction, or a portion of the construction, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the construction or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.
- 2.15.2 Design-Builder shall take whatever steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Arizona Department of Environmental Quality (ADEQ).
- 2.15.3 Design-Builder shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. Design-Builder shall be responsible for the coordination of all Work to minimize disruption to building occupants and facilities.
- 2.15.4 In the event of abnormal weather conditions, such as windstorms, rainstorms, snowstorms, etc., the Design-Builder shall immediately inspect the work site and take all necessary actions, subject to schedule and cost adjustments, to ensure public access and safety are maintained, and that the Work in place and site conditions are protected from damage.
- 2.15.5 Only materials and equipment, which are to be used directly in the construction, shall be brought to and stored on the Site by the Design-Builder. When equipment is no longer required for the construction, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Design-Builder.

2.16 Shop Drawings, Product Data and Samples.

- 2.16.1 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the construction for which submittals are required the way the Design-Builder proposes to conform to the information given and the design concept expressed in the Construction Documents.
- 2.16.2 The Design-Builder shall review, approve, verify, and submit to the City three copies of each Shop Drawing, Product Data, Sample, and similar submittal required by the Construction Documents in accordance with the approved construction schedule as prescribed in this Agreement as to cause no delay in the Work or in the activities of the City or of separate contractors.
- 2.16.3 By approving, verifying, and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Design-Builder represents that the Design-Builder has determined and verified materials, field measurements, and field construction

criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the construction and of the Construction Documents.

- 2.16.4 The Design-Builder shall not be relieved of responsibility for deviations from requirements of the Contract Documents unless the Design-Builder has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation.
- 2.16.5 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.17 Quality Control, Testing, and Inspection.

- 2.17.1 All materials used in the construction shall be new and unused, unless otherwise agreed to in writing by the parties, and shall meet all quality requirements of the Contract Documents.
- 2.17.2 All construction materials to be used on the construction or incorporated into the construction, equipment, plant, tools, appliances or methods to be used in the construction may be subject to the inspection and approval or rejection of the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.
- 2.17.3 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and tests shall be made in accordance with: (i) Maricopa Association of Governments (MAG) Uniform Standard Technical Specifications and Uniform Standard Details and Drawings, latest revision; (ii) the City of Flagstaff Supplements and Amendments to the latest revision of the MAG Uniform Standard Technical Specifications and Uniform Details and Drawings; (iii) City of Flagstaff Engineering Design and Construction Standards and Specifications latest revision; and (iv) ASHTO and ASTM standards, latest revisions.
- 2.17.4 The City will select a pre-qualified City or independent testing laboratory and will pay for initial City acceptance testing.
 - 2.17.4.1 When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and the cost of all tests, except the first test, will be paid for by the Design-Builder. Construction contingency cannot be utilized for the cost of re-testing.
 - 2.17.4.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.
- 2.17.5 The Design-Builder will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide them access to the Work at all times.

- 2.17.6 At the option of the City, materials may be approved at the source of supply before delivery is started.
- 2.17.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the Design-Builder, unless otherwise provided in the Contract Documents.
- 2.17.8 Design-Builder's convenience and quality control testing and inspections shall be the sole responsibility of the Design-Builder and paid by the Design-Builder.
- 2.18 Trade names and Substitutions. Construction Document references to equipment, materials, or patented processes by manufacturer, trade name, make, or catalog number, unless indicated that no substitutions are permitted, may be substituted. Substitute or alternate items may be permitted, subject to the following:
- 2.18.1 The substitution shall be submitted by Design-Builder in writing to the City.
- 2.18.2 The Design-Builder shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
- 2.18.3 The submittal shall state any required changes in the Construction Documents to adapt the design to the proposed substitution.
- 2.18.4 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution. Substitutions will only be considered if they do not extend Contract Time.
- 2.18.5 The Design-Builder if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.
- 2.18.6 The City will make the final decision and will notify the Design-Builder in writing as to whether the substitution has been accepted or rejected. If accepted, the Design-Builder will cause the Construction Documents to be revised as approved at the Design-Builder's cost.
- 2.18.7 The Design-Builder shall continue to perform the construction in accordance with the Construction Documents unless the City accepts the substitution and there is no extension of Contract Time.
- 2.19 Project Record Documents.
- 2.19.1 During the construction period, the Design-Builder shall maintain at the Site a set of blue-line or blackline prints of the Construction Drawings and Shop Drawings for Project Record Document purposes. Redline drawings may also be maintained in PDF format at the jobsite.
- 2.19.2 The Design-Builder shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Drawings. The Design-Builder shall give particular attention to information on concealed

elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings
- Depths of foundations below first floor
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order, Field Order, Report of Field Change, ASI or RFI.
- Details not on original Construction Drawings.

2.19.3 The Design-Builder shall mark completely and accurately Project record drawing prints of Construction Drawings or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on Construction Drawings location.

2.19.4 The Design-Builder shall mark Project record drawings sets with red erasable colored pencil.

2.19.5 The Design-Builder shall note RFI Numbers, ASI Numbers, and Change Order numbers, etc., as required to identify the source of the change to Construction Drawings.

2.19.6 The Design-Builder shall, as a condition of Substantial Completion, submit Project record drawing prints and Shop Drawings to the City or its representative for review and comment.

2.19.7 Final Project Record Drawings. Upon receipt of the reviewed Project record drawings from the City, the Design-Builder shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

2.19.7.1 On electronic media: (i) a complete set of Project record drawings prepared in AutoCAD format compatible with City of Flagstaff Community Development Department CADD technology using City layering standards, each drawing shall be clearly marked with "As-Built Document"; (ii) a complete set of Project specifications in Microsoft Word format; and (iii) Shop Drawings in CADD or graphic file format.

2.19.7.2 On hard copy media: (i) a complete set of electronic media from the final AutoCAD drawings in the format compatible with City of Flagstaff Community Development Department CADD technology using City layering standards; and (ii) two edge bound blue-line or black-line sets reproduced from these mylars.

2.19.7.3 The original copy of the Project record drawings (redline mark-ups).

2.20 Project Safety.

- 2.20.1 Design-Builder recognizes the importance of performing the construction in a safe manner so as to prevent damage, injury, or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the construction, including materials and equipment incorporated into the construction or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto.
- 2.20.2 Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the construction.
- 2.20.3 Design-Builder shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the construction. Unless otherwise required by the Contract Documents, Design-Builder's safety representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety.
- 2.20.4 The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors, and others as applicable.
- 2.20.5 Design-Builder and Subcontractors shall comply with all legal requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal requirement.
- 2.20.6 Design-Builder will immediately report in writing any safety-related injury, loss, damage, or accident arising from the construction to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the construction.
- 2.20.7 Design-Builder's responsibility for safety under this Agreement is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for: (i) complying with all legal requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages, or accidents resulting from their performance of the construction.

2.21 Commissioning.

- 2.21.1 The Design-Builder shall develop a Commissioning program, subject to the City's approval, as part of its CMP pursuant to this Agreement.
- 2.21.2 The Commissioning program shall include the roles and responsibilities of the City, tenants, and the Design-Builder.
- 2.21.3 The Design-Builder will provide a final Commissioning report indicating that the Project and all its systems and components are functioning as prescribed in the Contract Documents and training has been completed as required by the Contract Documents.

2.22 Design-Builder's Warranty.

- 2.22.1 Design-Builder warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.
- 2.22.2 Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Project by persons other than Design-Builder and anyone for whose acts Design-Builder may be liable.
- 2.22.3 Design-Builder's warranty obligation shall be for one (1) year (from the date of Owner's acceptance of the project and issuance of a Certificate of Substantial Completion), except for such greater periods as may be required by the technical specifications for specific pieces of equipment.
- 2.22.4 Nothing in this warranty is intended to limit any manufacturer's warranty, or any other remedy at law available to the City, which provides City with greater warranty or other rights than set forth in this Agreement or the Construction Documents.
- 2.22.5 Design-Builder will provide City with all manufacturers' warranties upon Substantial Completion.

2.23 Correction of Defective Construction.

- 2.23.1 Design-Builder agrees to correct any construction that is found to not be in conformance with the Construction Documents, including that part of the construction subject to this Agreement. A progress payment or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of construction not in accordance with the Construction Documents.
- 2.23.2 Design-Builder shall, within seven Days of receipt of written notice from City that the construction is not in conformance with the Construction Documents, take meaningful steps to commence correction of such nonconforming construction, including the correction, removal, or replacement of the nonconforming construction and any damage caused to other parts of the construction affected by the nonconforming construction.
- 2.23.3 If Design-Builder fails to commence the necessary steps within such seven Day period, City, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that City will commence correction of such nonconforming construction with its own forces. If City does perform such corrective construction, Design-Builder shall be responsible for all reasonable costs incurred by City in performing such correction. Any such Work performed by the City as a result of the Design-Builder's failure to commence corrective action shall not impact, in any way, the remaining warranty of the affected construction.
- 2.23.4 If the nonconforming construction creates an emergency requiring an immediate response, the Design-Builder will respond and initiate corrections within twenty-four hours.

2.23.5 This Agreement shall not limit any rights or remedies the City may have regarding Design-Builder's obligations under the Contract Documents.

Article 3 - City's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of Work, cooperate with Design-Builder and perform its responsibilities, obligations, and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 City shall provide timely reviews (14 days unless otherwise agreed) and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.

3.1.3 City's Representative as identified in this Agreement shall be responsible for providing City-supplied information and approvals in a timely manner (14 days unless otherwise agreed) to permit Design-Builder to fulfill its obligations under the Contract Documents. City's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

3.1.4 Appropriate City staff will be available and will participate in required training as part of the Commissioning activities.

3.1.5 If requested by the Design-Builder, the City's Representative will provide assistance and guidance in obtaining necessary permits. Regulating agencies of the City, such as the Community Development Department and the Utilities Department, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

3.2 Furnishing of Services and Information.

3.2.1 The City will be responsible for the payment of the following:

3.2.1.1 City review and permit(s) fees for building and demolition permits.

3.2.1.2 City review fees for grading and drainage, water, sewer, and landscaping.

3.2.1.3 Utility fees for permanent services.

3.2.2 Unless expressly stated to the contrary in the Contract Documents, City will provide, at its own cost and expense, for Design-Builder's information, the following:

3.2.2.1 To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines.

- 3.2.2.2 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work.
- 3.2.2.3 A legal description of the Site.
- 3.2.2.4 To the extent available, as-built record and/or historical drawings of any existing structures at the Site.
- 3.2.2.5 To the extent available, environmental studies, reports, and impact statements describing the environmental conditions, including hazardous materials, in existence at the Site.
- 3.2.2.6 To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site.
- 3.2.3 City will provide all City standards and guidelines, supplementary conditions, and special provisions that shall be included in the plans and specifications for the Project. These may include but are not limited to: disposal of surplus material, special security provisions, investigation of underground facilities, traffic controls and regulations, special quality control testing, and termite treatment requirements.
- 3.2.4 City is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the construction. City is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Field Inspections.

- 3.3.1 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the Design-Builder. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory agency or with an inspector from a City laboratory pursuant to this Agreement.
- 3.3.2 Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector shall endeavor to provide protection against defects and deficiencies in the Work.
- 3.3.3 The inspector will be authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.
- 3.3.4 The inspector will not be authorized to issue instructions contrary to the Construction Documents or to act as foremen for the Design-Builder.
- 3.3.5 The inspector shall have the authority to reject Work or materials until any questions at issue can be decided by the City's Representative.

- 3.3.6 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequence or procedures or for safety precautions or programs or responsibility for the Design-Builder's failure to perform the Work in accordance with Contract Documents.
- 3.4 City's Separate Contractors. City is responsible for all Work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents. The Owner shall be responsible for the means, methods, and safety of, as well as the completed work of the Contractors under the Owner's control. Separate contractors shall provide certificates of insurance listing the Design-Builder and additionally insured.

Article 4 – Contract Time

- 4.1 Contract Time.
- 4.1.1 Contract Time shall start with the Notice to Proceed (NTP) and end with Substantial Completion.
- 4.1.2 The City shall issue a NTP letter establishing the mutually agreed upon NTP date for this Agreement and design.
- 4.1.3 The Design-Builder shall provide a Project Schedule of the design activities within seven (7) Days after the NTP.
- 4.1.3.1 The Project Schedule shall provide fourteen (14) Days to be used by the City or its designee for reviews and approvals for any interim design submissions pursuant to this Agreement.
- 4.1.3.2 Failure on the part of the Design-Builder to adhere to the Project Schedule may be the basis for termination of this Agreement by the City.
- 4.1.4 Each GMP amendment to this Agreement will establish a separate construction NTP date Performance Period and Substantial Completion date for the entire Project. The Performance Period(s) for individual GMP's may be sequential or concurrent as established in the individual Notices To Proceed.
- 4.1.5 Design-Builder agrees that it will commence performance of the Work and achieve Performance Periods and the Contract Time.
- 4.1.6 All of the times set forth in this Agreement or by amendments to this Agreement shall be subject to adjustment.
- 4.2 Construction Schedule. Each approved GMP proposal shall include a Project Schedule as prescribed in this Agreement with a CPM diagram construction schedule that will indicate the path of critical activities and establish the Performance Period encompassed by the GMP. The Design-Builder will maintain the construction schedule throughout the construction.

4.3 Substantial Completion.

- 4.3.1 Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in this Agreement and with the criteria set forth in the Notice to Proceed.
- 4.3.2 Prior to notifying the City in accordance with this Agreement, the Design-Builder shall inspect the construction and prepare and submit to the City a comprehensive list of items to be completed or corrected. The Design-Builder shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all construction in accordance with the Construction Documents.
- 4.3.3 Design-Builder shall notify City when it believes the construction, or a portion of the construction, is substantially complete.
- 4.3.4 Within five Days of City's receipt of Design-Builder's notice, City and Design-Builder will jointly inspect such construction to verify that it is substantially complete in accordance with the requirements of the Construction Documents.
- 4.3.5 If such construction is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the construction or portion thereof; (ii) the remaining items of construction that have to be completed within thirty Days before Final Acceptance; (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending Final Acceptance; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 4.3.6 City, at its option, may use a portion of the construction which has been determined to be substantially complete, provided, however, that: (i) a Certificate of Substantial Completion has been issued for the portion of construction addressing the items set forth in this Agreement; (ii) Design-Builder and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) City and Design-Builder agree that City's use or occupancy will not interfere with Design-Builder's completion of the remaining construction.

4.4 Final Completion and Acceptance. The Work or identified portions of the Work must be finally complete within thirty Days from the date the Certificate of Substantial Completion is issued unless there is a written agreement of the parties that establishes another date for Final Completion. Upon receipt of written notice that the construction or identified portions of the Work is ready for final inspection and acceptance, City and Design-Builder will jointly inspect to verify that the remaining items of Work have been completed as set forth in this Agreement. The City will issue a Final Acceptance letter when the City finds the Work or identified portions of the Work to be finally complete.

4.5 Waiver of Claims for Consequential Damages. City and Design-Builder waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, by way of example, only:

- 4.5.1 Damages incurred by the Design-Builder for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 4.5.2 Damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, including, without limitation, anticipated profit arising directly from the Work.
 - 4.5.3 This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination in accordance with the Contract. Nothing contained in this section shall be deemed to preclude recovery by City of: (i) an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents or (ii) any damages arising out of claims made against the City by a third party, provided that such claim (a) pertains to the Project, and (b) arises out of, or results from death, bodily injury or property damage, or any other claim within the scope of the Design-Builder's defense or indemnity obligations or under applicable law.
- 4.6 Liquidated Damages – Substantial Completion. Design-Builder understands that if Substantial Completion is not attained within the Contract Time as may be adjusted, City will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained within the Contract Time as may be adjusted, Design-Builder shall pay the City (to be determined separately for each GMP) as liquidated damages, and not as a penalty, for each Day that Substantial Completion extends beyond the date determined by the Contract Time as adjusted and further agrees that such amount is reasonable under the circumstances.
- 4.7 Liquidated Damages – Final Completion. Design-Builder understands that if Final Completion is not attained within the time allowed in this Agreement, as may be adjusted, the City will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not attained within the specified time as may be adjusted, Design-Builder shall pay the City (to be determined separately for each GMP) as liquidated damages, and not as a penalty, for each Day that Final Completion extends beyond the date for Final Completion as determined by the Agreement and further agrees that such amount is reasonable under the circumstances.

Article 5 – Contract Price

- 5.1 Contract Price.
- 5.1.1 The Contract Price will be the amounts prescribed for design in this Agreement plus GMPs and Owner's Contingency. The Contract Price is subject to adjustments made in accordance with this Agreement and by amendment.
 - 5.1.2 GMP amendments are cumulative except for contingency. The amount of contingency for each GMP amendment will be negotiated separately.
 - 5.1.3 If the GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to this Agreement. The markups that shall be allowed on such changes shall be no greater than the markups delineated in the approved GMP.

5.1.4 Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

5.2 Design.

5.2.1 The Design-Builder's fee for providing, through personnel employed by Design-Builder or procured from qualified Subconsultants, Design Services and GMP preparation for the construction of the Montalvo STEM Education Community Center Project. The Fee Schedules in Exhibit B shall determine the basis for payment depending on how and when the individual Sites become available. Any savings from the design shall revert to the City for use during construction.

5.2.2 The contract fees for Design-Builder and Subconsultants are based upon the approved cost proposal included in a subsequent GMP.

5.3 GMP.

5.3.1 At the end of the design phase or at a time determined by the City, the City will request the Design-Builder to provide a GMP or series of GMP's at the same or different times. The approved GMP(s) will be made part of this Agreement by amendment. The GMP(s) will include amounts for completion of design, if applicable, in the same format as prescribed above and a price for construction in accordance with this Agreement.

5.3.2 The Design-Builder guarantees to bring the completion of the design and construction within the GMP, subject to approvals and modifications per this Agreement, or Design-Builder alone will be required to pay the difference between the actual cost and the GMP. Factors that are outside the control on the Design-Builder are subject to extensions of time or increase in costs.

5.3.3 Any savings of the Design-Builder's bid contingency used to buy out the construction at the conclusion of the selection of Subcontractors may be used during construction by the Owner as a construction contingency.

5.3.4 Any savings realized during construction may be, at the City's sole discretion, incorporated into the construction of the Project to fund additional scope items or will be returned to the City upon the City's request.

5.3.5 The GMP is composed of the following not-to-exceed cost reimbursable or lump sum amounts defined below:

5.3.3.1 The Cost of the Work is actual costs and is a not-to-exceed reimbursable amount.

5.3.3.2 The General Conditions Costs are firm fixed lump sum amount which will include bonds and insurance premiums based on the full Contract Price for construction.

5.3.3.3 The Construction Fee is a firm fixed lump sum.

5.3.3.4 Design-Builder's Contingency is an amount the Design-Builder may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Design-Builder Contingency is assumed to be a direct Project cost so will receive all markups at the time of GMP submission.

5.3.3.5 Taxes are deemed to include all sales, use, consumer, and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

5.3.3.6 When the Design-Builder utilizes Design-Builder's Contingency funds, the Design-Builder shall make the appropriate changes to the Schedule of Values with the next regular progress Payment Request. The Design-Builder shall deduct the amount of Design-Builder's Contingency funds used from the Design-Builder's Contingency line item and add the same amount to the line item on the Schedule of Values where the funds were used. If the Design-Builder's Contingency funds are used for a new line item that was not given with the original Schedule of Values, that will be so indicated.

5.3.4 The Owner's Contingency is funds to be used at the sole discretion of the City to cover any increases in Project costs that result from City directed changes, Differing Site Conditions, or as the City may otherwise elect. Owner's Contingency will be added to the GMP amount provided by the Design-Builder, the sum of which will be the full Contract Price for construction. Markups for Construction Fee and taxes will be applied by the Design-Builder at the time that Owner's Contingency is used.

5.3.5 GMPs are cumulative except for Design-Builder's Contingency. The amount of Design-Builder Contingency for each GMP amendment will be negotiated separately and shall reflect the Design-Builder's risk from that point in the Project forward.

5.4 GMP Proposal.

5.4.1 When requested, the Design-Builder shall submit three (3) sets of the approved sealed design submittal to be used to establish the GMP.

5.4.2 The Design-Builder shall sign and date the face of each document of each set used as the basis of the proposed GMP.

5.4.3 The Design-Builder shall send two (2) sets of these documents to the City's Representative, while keeping one set for itself.

5.4.4 The GMP proposal shall include:

5.4.4.1 A list of the documents including the latest approved plans and design criteria, with latest issuance date including all Addenda thereto which were used in preparation of the GMP proposal;

5.4.4.2 A list of allowances and a statement of their basis;

- 5.4.4.3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the GMP proposal, to supplement the information contained in the documents;
- 5.4.4.4 A summary of the GMP with a total for each of the components of the GMP as shown in the table below. On the table the percentages requested should be calculated as the percent of the "Total Construction Cost." The sub-amount shown under General Conditions should be included in the General Conditions amount.
- 5.4.4.5 A spread sheet showing the basis for professional services, with hours and hourly costs for basic services and Subconsultant services indicating overhead and profit.
- 5.4.4.6 A list and estimated cost of reimbursables and other not-to exceed costs.
- 5.4.4.7 An itemized detail of any costs proposed to be included in the General Conditions.
- 5.4.4.8 A statement of proposed additional services, if any.
- 5.4.4.9 The GMP shall include in the Cost of the Work those taxes that are applicable at the time the GMP is executed. If, in accordance with the City's express written direction an exemption is claimed for taxes, the City agrees to indemnify, defend and hold Design-Builder harmless for any liability, penalty, interest, fine, tax assessment, attorney's fees or other expense or cost incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with the City's direction relative to the taxes as described in this Agreement.
- 5.4.4.10 The GMP shall exclude the actual costs of any jurisdictional or regulatory agency permit or fee as well as those for testing and inspection services that are to be paid per this Agreement. However, a detailed estimate of all anticipated direct costs for permits, fees, inspection and testing shall be attached to the GMP.
- 5.4.4.11 A Schedule of Values for the construction, with the costs organized by subcontract categories, allowances, contingency, General Conditions Costs, and the Design-Builder's construction phase fee.
- 5.4.4.12 A Project Schedule as prescribed in this Agreement and establishing the Performance Period and the Scheduled Substantial Completion Date.
- 5.4.4.13 The updated CMP as prescribed in this Agreement.
- 5.4.4.14 The street or physical address of the Site of the Work for each GMP, phased GMP, or separate location at which Work, or a portion of the Work, will be performed shall be set forth in each GMP amendment.

5.5 GMP Approval.

- 5.5.1 The Design-Builder shall meet with the City to review the GMP proposal and the written statement of its basis. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, the City shall promptly notify the Design-Builder, who shall make appropriate adjustments to the GMP proposal, its basis, or both.
- 5.5.2 Upon receiving the GMP proposal from the Design-Builder, the City may submit the same documents that were used by Design-Builder in developing its GMP to an independent third party for review and verification. The third party shall develop an independent estimate and review the CPM schedule.
 - 5.5.2.1 If the Design-Builder's GMP proposal is greater than the independent third-party estimate, the City may require the Design-Builder to reconfirm its proposal.
 - 5.5.2.2 The Design-Builder shall describe the differences between the two and explain why its GMP reflects the scope of the Work and is correct.
- 5.5.3 If the City accepts the Design-Builder's GMP proposal and the GMP proposal is within the City's budget, the City may accept the Design-Builder's GMP proposal without comment. If the GMP proposal exceeds the City's budget, the City must indicate in writing to the Design-Builder that the budget has been increased to fund the excess cost.
- 5.5.4 If the City accepts the Design-Builder's GMP, the City and the Design-Builder will execute an amendment to this Agreement for the GMP amending the Contract Price and establishing the Performance Period and the Contract Time.
- 5.5.5 The City shall authorize and cause the Design-Builder to revise the documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP proposal.
- 5.5.6 After final submission of the GMP the City may, at the City's sole discretion and for any or no reason, accept or reject the GMP. If the City rejects the Design-Builder's GMP, the City may terminate the Design-Builder's Contract. If the Contract is terminated pursuant to this Agreement, the Design-Builder's compensation shall be limited to the direct cost of its completed Work and materials supplied as of the date of termination. Design-Builder shall not be entitled to any unearned or anticipated profit or overhead. If the Contract is terminated pursuant to this Agreement, Design-Builder shall deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City.

Article 6 – Changes to Contract Price and Time

6.1 Delays.

- 6.1.1 If Design-Builder is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or of those for whom Design-Builder is responsible, the Contract Times for performance

and Contract Price may be reasonably extended or increased by Change Order.

6.1.2 The Design-Builder shall request an increase in the Contract Time or Contract Price by written notice including an estimate of probable effect of delay on progress or Cost of the Work.

6.1.2.1 In the case of a continuing delay, only one (1) request is necessary.

6.1.2.2 Written notice by the Design-Builder shall be provided to the City within thirty (30) Days of the commencement of the cause.

6.1.2.3 If written notice is received by the City more than thirty (30) Days after commencement of the cause, the period of delay shall be deemed to commence thirty (30) Days prior to the giving of such notice.

6.1.3 By way of example, events that may entitle Design-Builder to an extension of the Contract Time or increase in Contract Price include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, hazardous conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1.4 If adverse weather conditions are the basis for a request for additional Contract Time or increased Contract Price, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled Substantial Completion. All terms, conditions and definitions necessary for the application of this paragraph shall be as set forth on the City of Flagstaff's Table of "Monthly Anticipated Adverse Weather Calendar Days" and the explanatory paragraphs attached thereto.

6.1.5 It is understood, however, that permitting the Design-Builder to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.1.6 In addition to Design-Builder's possible right to a time extension for those events set forth in this Agreement, Design-Builder may also be entitled to an appropriate adjustment of the Contract Price.

6.2 Differing Site Conditions.

6.2.1 If Design-Builder encounters a Differing Site Condition, Design-Builder may be entitled to a Change Order to adjust the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are impacted by the Differing Site Condition.

6.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to City of such condition, which notice shall not be later than seven Days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

- 6.3 Legal Requirements. The Contract Price and/or Contract Time(s) shall be adjusted by Change Order to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of this Agreement negatively affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of this Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.
- 6.4 City Requested Change in Work.
- 6.4.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or desirable in the City's sole discretion.
- 6.4.2 Such alterations and changes shall not invalidate this Agreement, and the Design-Builder agrees to perform the Work as altered, the same as if it has been a part of the original Contract.
- 6.4.3 Upon receipt of a request for proposal for a change in Work, the Design-Builder shall prepare a proposal in significant detail, using the rates and markups established in the Contract Documents as a basis of the Contract Price adjustment. The Design-Builder's proposal shall include a detailed description of any schedule impact.
- 6.4.4 City and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.
- 6.4.5 If City requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order may be issued to reimburse Design-Builder for reasonable costs incurred for estimating services and other services involved in the preparation of proposed revisions to the Contract Documents.
- 6.5 Minor Changes. The City may make minor changes in the Work that do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall immediately inform City, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.
- 6.6 Emergencies. In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time on account of emergency work shall be determined as provided in this Agreement.
- 6.7 Force Majeure.
- 6.7.1 There may be events that occur during the term of this Contract that are beyond the control of both the Owner 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 this Contract.

6.7.2 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.

6.7.3 The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and 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.

Article 7- Procedure for Payment

7.1 Design Services.

7.1.1 Design-Builder will be paid 100% of the amount earned for Design Services minus the value or cost arising from any deficiencies or defects in the Design Services.

7.1.2 The Design-Builder shall pay all sums due to Subconsultants for services and reimbursable expenses within fourteen calendar Days after the Design-Builder has received payment for those services from the City.

7.1.3 Requests for monthly payments by the Design-Builder shall be submitted on the City’s “Payment Request” form and shall be accompanied by a design progress report, detailed invoices and receipts, if applicable. This submittal shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and the Subconsultants’ actual requests for payment plus similar narrative and listing of their Work.

7.1.4 After approved completion of design and GMP(s) for the total construction of the Project in accordance with this Agreement, Design-Builder will be paid 100% of the amount for Design Services less the total of payments previously made, subject to this Agreement.

7.1.5 Payments for those services negotiated as a lump sum shall be made in accordance with the percentage of the services completed during the preceding month. Those services negotiated as a not-to-exceed fee shall be paid in accordance with the actual cost of the service expended during the preceding month.

7.1.6 All Payment Requests shall be submitted to the City for review and approval.

7.2 **Request for Payment for Construction Services.** The Design-Builder agrees at its own cost and expense, to perform all construction, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in this Agreement.

7.2.1 The Schedule of Values submitted as prescribed in this Agreement, subject to adjustment in accordance with this Agreement will serve as the basis for monthly progress payments made to Design-Builder throughout the construction.

- 7.2.2 Design-Builder shall submit to City's Representative the construction phase services "Payment Request" form no later than the 3rd of the month to be paid on the 15th check run, or by the 19th of the month to be paid on the 30th check run. If the 3rd or 19th falls on a Saturday or Sunday invoices are due on the preceding Friday.
- 7.2.3 At least five (5) working Days prior to the date established for a Payment Request, the Design-Builder shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the construction, as it will be reflected on the Payment Request.
- 7.2.4 The Design-Builder Payment Request may request payment for equipment and materials not yet incorporated into the Project if construction progress is in reasonable conformance with the approved schedule.
 - 7.2.4.1 For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances.
 - 7.2.4.2 For materials and equipment stored off the Site, the City must approve the storage facility. The material and equipment must be stored within Coconino County or other sites as may be approved and be accessible for City's inspection. The Design-Builder must establish City title to such materials and equipment or otherwise protect the City's interest and shall include applicable insurance, bonding, storage and transportation to the Site.
 - 7.2.4.3 All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.
- 7.2.5 The Payment Request shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and all construction will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the construction into the Project.

7.3 Progress Payment.

- 7.3.1 City shall make payment in accordance with A.R.S. § 34-607 such that payment will be made no later than fourteen (14) Days after Payment Request is certified and approved. City shall review Payment Request and make recommendation of approval or denial within seven (7) Days after City's receipt of each properly submitted and accurate Payment Request, but in each case less the total of payments previously made, and less amounts properly withheld under this Agreement.
- 7.3.2 City shall pay Design-Builder all amounts properly due. If City determines that Design-Builder is not entitled to all or part of the Payment Request, it will notify Design-Builder in writing at least seven (7) Days after the date the Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify City's concerns. Design-

Builder and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under this Agreement.

7.3.3 Notwithstanding anything to the contrary in the Contract Documents, City shall pay Design-Builder all undisputed amounts in a Payment Request within the times required by the Agreement.

7.4 Retention on Progress Payments.

7.4.1 City will retain ten percent (10%) of the amount on each Payment Request provided, however, that when fifty percent (50%) of the construction has been completed by Design-Builder, upon request of the Design-Builder, City may reduce the amount retained to five percent (5%) from Design-Builder's subsequent Payment Requests, if the Design-Builder's performance of construction has been satisfactory.

7.4.2 In lieu of retention, the Design-Builder may provide as a substitute any of the following: an assignment of time certificates of deposit (CDs) from a bank licensed by Arizona; securities guaranteed by the United States; securities of the United States, the State of Arizona, Arizona counties, Arizona municipalities, or Arizona school districts; or shares of savings and loan institutions authorized to transact business in Arizona.

7.4.2.1 CDs assigned to the City must be maintained at the City's single servicing bank, currently Wells Fargo, Arizona, in the form of time deposit receipt accounts.

7.4.2.2 Securities deposited in lieu of retention must be deposited into a separate account with a financial institution within the state of Arizona.

7.4.2.3 CDs and Securities shall be assigned exclusively for the benefit of the City of Flagstaff pursuant to the City's form of escrow agreement. Escrow agreement forms may be obtained from the Management Services Division.

7.5 Substantial Completion. Upon Substantial Completion of the entire construction or, if applicable, any portion of the construction, City shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount up to two and one half times (2.5) the reasonable value of all remaining, deficient or incomplete items of construction as noted in the Certificate of Substantial Completion.

7.6 Final Payment.

7.6.1 After receipt of a final Payment Request from Design-Builder, City shall make final payment within 60 Days after the receipt by the City, provided that a Final Acceptance Letter has been issued by the City in accordance with this Agreement.

7.6.2 At the time of submission of its final Payment Request, Design-Builder shall provide the following information:

7.6.2.1 An affidavit that there are no claims, obligations or liens outstanding or

unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the construction which will in any way affect City's interests.

7.6.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment, and

7.6.2.3 Consent of Design-Builder's surety, if any, to final payment.

7.7 Payments To Subcontractors or Suppliers.

7.7.1 Design-Builder shall pay its Subcontractors or Suppliers within seven Days of receipt of each progress payment from the City. The Design-Builder shall pay for the amount of construction performed or materials supplied by each Subcontractor or Supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the Design-Builder shall result in a corresponding reduction to Subcontractors or Suppliers who have performed satisfactory work. Design-Builder shall pay Subcontractors or Suppliers the reduced retention within fourteen Days of the payment of the reduction of the retention to the Design-Builder. No contract between Design-Builder and its Subcontractors and Suppliers may materially alter the rights of any Subcontractor or Supplier to receive prompt payment and retention reduction as provided herein.

7.7.2 If the Design-Builder fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and Design-Builder agrees that the City may take such actions:

7.7.2.1 To hold the Design-Builder in default under this Agreement;

7.7.2.2 Withhold future payments including retention until proper payment has been made to Subcontractors or Suppliers in accordance with these provisions;

7.7.2.3 Reject all future offers to perform work for the City from the Design-Builder for a period not to exceed one year from Substantial Completion date of this Project.

7.7.2.4 Terminate this Agreement.

7.7.3 If Design-Builder's payment to a Subcontractor or Supplier is in dispute, it shall act in compliance with A.R.S. § 32-1129.02 and related statutes as amended, and shall further hold the City harmless from any ensuing damages, claims or costs.

7.7.4 Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Agreement, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Agreement or of any of the terms or provisions thereof.

7.7.5 Design-Builder shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.8 Record Keeping and Finance Controls.

- 7.8.1 Records of the Design-Builder's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and Design-Builder shall be kept on a generally recognized accounting basis and shall be available for up to three (3) years following Final Completion of the Project.
- 7.8.2 The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Design-Builder's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.
- 7.8.3 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the Design-Builder's records, the audit discloses the Design-Builder has provided false, misleading, or inaccurate cost and pricing data.
- 7.8.4 The Design-Builder shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.
- 7.8.5 The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

Article 8- Claims and Disputes

8.1 Requests for Contract Adjustments and Relief.

- 8.1.1 If either Design-Builder or City believes that it is entitled to relief against the other for any event arising out of or related to the Work, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.1.2 Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.1.3 In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.1.4 Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.2 Dispute Avoidance and Resolution.

- 8.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 8.2.2 Design-Builder and City will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and City's Representative.
- 8.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and City's Representative, Design-Builder's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) Days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 8.2.4 Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement must be filed in the Coconino County Superior Court and Arizona law shall apply and control. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action will be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

8.3 Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and City shall continue to satisfy its payment obligations to Design-Builder pending the final resolution of any dispute or disagreement between Design-Builder and City.

8.4 Representatives of the Parties.

8.4.1 City's Representative.

- 8.4.1.1 City designates the individual listed below as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Scott Overton, Project Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

8.4.2 Design-Builder's Representative.

8.4.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under this Agreement:

Jon Hansen, President
Loven Contracting, Inc.
1100 South Pinnacle Street
Flagstaff, Arizona 86001
jhansen@lovencontracting.com

Article 9 – Suspension and Termination

9.1 City's Right to Stop Work.

9.1.1 City may, at its discretion and without cause, order Design-Builder in writing to stop and suspend the Work. Immediately after receiving such notice, the Design-Builder shall discontinue advancing the Work specified under this Agreement.

9.1.2 Such suspension shall not exceed one hundred eighty (180) consecutive Days during the duration of the Project.

9.1.3 Design-Builder may seek an adjustment of the Contract Price and Time, if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.2 Termination for Convenience.

9.2.1 Upon receipt of written notice to Design-Builder, City may, at its discretion and without cause, elect to terminate this Agreement. If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.2.2 Upon such termination during Design Services, the Design-Builder shall deliver to the City all drawings, plans, specifications, special provisions, estimates, and other Work entirely or partially completed, together with all unused materials supplied by the City.

9.2.3 The Design-Builder shall estimate the value of the Work it has completed and submit its appraisal to the City for evaluation. The City shall have the right to inspect the Subconsultant's Work to appraise the Work completed.

9.2.4 The Design-Builder shall receive compensation for services performed to the date of such termination as set forth in this Agreement. The fee shall be paid in accordance with this Agreement, and shall be an amount mutually agreed upon by the Design-Builder and the City. If there is no mutual agreement, the final determination shall be made in accordance with this Agreement.

9.2.5 Design-Builder shall not be entitled to anticipated profit or anticipated overhead. In no event shall the fee exceed that set forth in this Agreement or as amended.

- 9.2.6 The City shall make the final payment within sixty Days after the Design-Builder has delivered the last of the partially completed items and the final fee has been agreed upon.
- 9.2.7 If City terminates this Agreement pursuant to this Agreement and proceeds to design and construct the Project through its employees, agents or third parties, City's rights to use the work product shall be as set forth in this Agreement.
- 9.2.8 Upon such termination during construction services, the Design-Builder shall proceed with the following obligations:
- 9.2.8.1 Stop Work as specified in the notice.
 - 9.2.8.2 Place no further subcontracts or orders.
 - 9.2.8.3 Terminate all subcontracts to the extent they relate to the Work terminated.
 - 9.2.8.4 Assign to the City all right, title and interest of the Design-Builder under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - 9.2.8.5 Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the Design-Builder and which the City has or may acquire an interest.
- 9.2.9 The Design-Builder shall submit complete termination inventory schedules no later than sixty (60) Days from the date of the notice of termination.
- 9.2.10 The City shall pay Design-Builder the following:
- 9.2.10.1 The direct value of its completed Work and materials supplied as of the date of termination.
 - 9.2.10.2 The reasonable costs and expenses attributable to such termination.
 - 9.2.10.3 Design-Builder shall be entitled to profit and overhead on completed Work only, but shall not be entitled to anticipated profit or anticipated overhead. If it appears the Design-Builder would have sustained a loss on the entire Work had the Project been completed, the Design-Builder shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.
- 9.2.11 The Design-Builder shall maintain all records and documents for three years after final settlement. These records shall be maintained and subject to auditing as prescribed in this Agreement.

9.3 City's Right to Perform and Terminate for Cause.

- 9.3.1 If the City provides the Design-Builder with a written order to correct deficiencies to provide adequate maintenance of traffic, adequate cleanup, adequate dust

control, or to repair damage resulting from abnormal weather conditions, and the Design-Builder fails to comply in a time frame specified, the City may have Work accomplished by other sources at the Design-Builder 's expense.

- 9.3.2 If Design-Builder persistently fails to: (i) provide a sufficient number of skilled workers; (ii) supply the materials required by the Contract Documents; (iii) comply with applicable Legal Requirements; (iv) timely pay, without cause, Subconsultants and/or Subcontractors; (v) prosecute the Work with promptness and diligence to ensure that the Work are completed by the Contract Time, as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in this Agreement.
- 9.3.3 Upon the occurrence of an event set forth in this Agreement, City may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of Design-Builder's receipt of such notice.
 - 9.3.3.1 If Design-Builder fails to cure, or reasonably commence to cure, such problem within such seven (7) Day period, then City may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) Day period.
 - 9.3.3.2 If Design-Builder, within such second seven (7) Day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.
- 9.3.4 Upon declaring the Agreement terminated pursuant to this Agreement, City may enter upon the Site and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 9.3.5 In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the Design-Builder will only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.3.6 If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the re-procurement and defense of claims arising from Design-Builder's default.
- 9.3.7 If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of this Agreement.

Article 10 – Insurance and Bonds

10.1 Insurance Requirements.

10.1.1 Design-Builder and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement 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 Design-Builder, his agents, representatives, employees or Subcontractors.

10.1.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.1.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the Design-Builder from liabilities that might arise out of the performance of the Work under this Agreement by the Design-Builder, his agents, representatives, employees, or subcontractors. Design-Builder is free to purchase such additional insurance as may be determined necessary.

10.2 Minimum Scope And Limits Of Insurance. Design-Builder shall provide coverage with limits of liability not less than those stated below:

10.2.1 Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate/for this Project	\$2,000,000/\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Design-Builder."

10.2.2 Automobile Liability. Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: "The City of Flagstaff shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Design-Builder, including automobiles owned, leased, hired or borrowed by the Design-Builder."

10.2.3 Worker's Compensation and Employers' Liability.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000

Disease – Policy Limit \$500,000

10.2.4 Professional Liability

Each Claim \$1,000,000

10.2.4.1 The required professional liability coverage must cover Work done or to be done or on the behalf of the Design-Builder.

10.2.4.2 In the event that professional liability insurance required by this Agreement is written on a “claims made” basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

10.2.4.3 Any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

10.2.5 Builders' Risk Insurance or Installation Floater: \$Construction Contract Price. In an amount equal to the initial Agreement amount plus additional coverage equal to Agreement amount for all subsequent Change Orders.

10.2.5.1 The City of Flagstaff, the Design-Builder, Subcontractors, design professional, and design professional’s consultant and any others with an insurable interest in the Work shall be Named Insureds on the policy.

10.2.5.2 Coverage shall be written on an all risk, replacement cost basis and shall include coverage for soft costs, flood and earth movement.

10.2.5.3 Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or (ii) until no person or entity, other than the City of Flagstaff, has an insurable interest in the property required to be covered.

10.2.5.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.2.5.5 Policy must provide coverage from the time any covered property becomes the responsibility of the Design-Builder, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off Site.

10.2.5.6 Policy shall contain a waiver of subrogation against the City of Flagstaff.

10.2.5.7 Design-Builder is responsible for the payment of all policy deductibles.

- 10.3 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:
- 10.3.1 The City, its officers, officials, agents, employees and volunteers shall be additional insured to the full limits of liability purchased by the Design-Builder even if those limits of liability are in excess of those required by this Agreement.
 - 10.3.2 The Design-Builder's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - 10.3.3 Coverage provided by the Design-Builder shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 10.3.4 The policies shall contain a waiver of subrogation against the City, its officers, officials, agents, and employees for losses arising from Work performed by the Design-Builder and Subcontractors for the City.
- 10.4 Notice Of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.
- 10.5 Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed companies in the state of Arizona and with an "A.M. Best" rating of not less than A-,7, or as approved by the City and licensed in the State of Arizona with policies and forms satisfactory to the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Design-Builder from potential insurer insolvency.
- 10.6 Verification Of Coverage.
- 10.6.1 Design-Builder shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - 10.6.2 All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.
 - 10.6.3 All certificates required by this Agreement shall be sent directly to City's Procurement Section. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.
 - 10.6.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the Design-Builder or Subcontractors, as the case may be, must:

10.6.4.1 Submit a current insurance certificate (dated within 15 Days of the Payment Request submittal) with each form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.

10.7 Subcontractors. The City, its officers, officials, agents, employees and volunteers shall be listed as additional insured on all Subcontractor certificates of insurance. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.8 Approval. Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

10.9 Bonds and Other Performance Security.

10.9.1 Prior to execution of this Agreement and/or amendment to this Agreement for any Work that includes construction, the Design-Builder must provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the construction set forth in the GMP.

10.9.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

10.9.3 The bonds shall be made payable and acceptable to the City of Flagstaff.

10.9.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.9.4.1 If one Power of Attorney is submitted, it shall be for twice the total GMP amount.

10.9.4.2 If two Powers of Attorney are submitted, each shall be for the total GMP amount. Personal or individual bonds are not acceptable.

10.9.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.9.6 All bonds submitted for this Project shall be provided by a company which has been rated "A-, 7, or better" by the A.M. Best Company.

Article 11 - Indemnification

11.1 Intellectual Property.

- 11.1.1 The Design-Builder shall pay all royalties and license fees associated with its performance of services herewith.
- 11.1.2 The Design-Builder shall defend any action or proceeding brought against City based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. City shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify, defend and hold harmless City from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against City or Design-Builder in any such action or proceeding. Design-Builder agrees to keep City informed of all developments in the defense of such actions.
- 11.1.3 If City is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.
- 11.1.4 This Agreement not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer required by City and not offered or recommended by Design-Builder to City and to which Design-Builder has objected in writing or (ii) arising from modifications to the Work by City or its agents after acceptance of the Work
- 11.1.5 The obligations set forth in this Agreement shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

11.2 General Indemnification.

- 11.2.1 The Design-Builder hereby agrees to indemnify, defend and hold harmless the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including reasonable Attorneys' fees) arising out of or resulting in any way from the performance of professional services for the City in the Design-Builder's capacity as a Design-Builder, and caused by any error, omission, or negligent act of the Design-Builder or any person employed by it or anyone for whose acts the Design-Builder is legally liable. In consideration of the award of this Contract, the Design-Builder agrees to waive all rights of subrogation against the City, its officers, agents and employees for losses arising from the Work performed by the Design-Builder for the City. The Design-Builder's obligation to indemnify and hold harmless shall only be to the extent caused by any act or omission of Design-Builder, its employees, representatives, affiliates, subcontractors, and suppliers.

11.2.2 The Design-Builder agrees to indemnify, defend and save harmless the City of Flagstaff, its officers, agents and employees, and any jurisdiction or agency issuing permits for any Work included in the Project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the Work done in fulfillment of the terms of this Agreement or on account of any act, claim or amount arising or recovered under workmen's compensation law or arising out of the failure of the Design-Builder to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Design-Builder will be responsible for primary loss investigation, defense and judgment costs where this Agreement of indemnity applies. In consideration of the award of this Agreement, the Design-Builder agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the Work performed by the Design-Builder for the City. The Design-Builder's obligation to indemnify and hold harmless shall only be to the extent caused by any act or omission of Design Builder, its employees, representatives, affiliates, subcontractors, and suppliers.

Article 12 – General Provisions

12.1 Interpretation and Intent.

12.1.1 The Contract Documents form the entire Agreement between City and Design-Builder and by incorporation herein are as fully binding on the parties as it repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents. In the event conflicts occur between the drawings and specifications, the Design-Builder is deemed to have estimated the more expensive method unless he has asked for and receive a written decision from the City determining which method or material will be required.

12.2 **Time is of the Essence.** City and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.3 **Mutual Obligations.** City and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.4 Work Product.

12.4.1 All Work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes or CD's, and other related documents which are prepared or procured in the performance of this Agreement (collectively referred to as documents) are to be and remain the property of the City and are to be delivered to the City before the final payment is made to the Design-Builder or pursuant to this Agreement. In the event these documents are altered, modified or adapted without the written consent of the Design-Builder or the Subconsultants, which consent the Design-Builder or the Subconsultants shall not unreasonably withhold, the City agrees to hold the Design-Builder and the Subconsultants harmless to the extent permitted by law from any liability arising out of the City's alteration, modification or adaption of the documents.

12.4.2 City acknowledges Design-Builder's plans and specification as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become property of the City upon completion and approval of the Construction Documents and payment in full of all monies then due to Design-Builder for services, or upon termination of this Agreement at an earlier time and upon City payment of any pro rata amount due Design-Builder for Design Services at the time of such termination. Design-Builder shall not use the drawings and specifications, therefore, for any purpose not related to the Project without City's consent. City will not reuse, for matters unrelated to the Work any phase of the Work as set forth in the Scope of Work in Exhibit A and its subsequent usage, or make any modification to the plans and specifications without the prior written authorization of the Design-Builder. City agrees to hold the Design-Builder harmless, to the extent permitted by law, from any liability arising out of the City's modification or alteration of the Construction Documents without the written authorization of Design-Builder. The City specifically reserves the right to use or reuse any design concept, feature, or aspect of the Work incorporated into the plans and specifications in any subsequent City project. The City specifically reserves the right to use or reuse any design concept or aspect of the Work incorporated into the plans and specifications to complete the Project in the event that the City and Design-Builder are unable, after good faith efforts, to execute a GMP. Design-Builder shall incorporate such use rights into any agreement with a Subcontractor or consultant, and shall indemnify the City from any claims from such for copyright or patent infringement.

12.4.3 With this Agreement, the Design-Builder and its Subconsultants hereby grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the documents, works or Deliverables developed or created as a result of the Project and this Agreement and to which Design-Builder and its Subconsultants may retain rights. This license also includes the making of derivative works. In the event that the derivative works require the City to alter or modify the documents, then the provisions of this Agreement apply.

12.5 Assignment. Design-Builder shall not, without the written consent of the City, assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents. Notwithstanding the City's consent to assignment, Contractor as Assignor, and the Assignee shall both remain liable under all rights, obligations, terms and

conditions of the contract.

- 12.6 Successorship. Design-Builder and City intend that the provisions of the Contract Documents are binding upon the parties and their successors and assigns.
- 12.7 Third Party Beneficiary. Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the Design-Builder, their successors and assigns, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Design-Builder and not for the benefit of any other party.
- 12.8 Governing Law. The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.
- 12.9 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.10 No Waiver. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.
- 12.11 Headings. The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.12 Notice.
- 12.12.1 Any notices or demands required to be given, pursuant to the terms of the Agreement, may be given to the other party in writing, delivered in person, sent by facsimile transmission, emailed, deposited in the United States mail, postage prepaid, or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the parties may substitute by written notice, given in the manner prescribed in this paragraph. However, notices of termination, notices of default, and any notice regarding warranties shall be sent via registered or certified mail, return receipt requested, at the addresses set forth below and to legal counsel for the party to whom the notice is being given.

If to City:

Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave
Flagstaff, AZ 86001

If to Contractor:

Jon Hansen
President
Loven Contracting, Inc.
100 South Pinnacle Street
Flagstaff, AZ 86001

or to such other place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

- 12.12.2 Notices Related to Payment, Securities-In-Lieu, Bonds. Any notice, request, instruction or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, or payment bonds shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business Days after the Day mailed by certified mail, to the parties listed in this Agreement with a copy to:

Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen Ave
Flagstaff, AZ. 86001

or to such other place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

- 12.13 Amendments. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

- 12.14 Equal Opportunity/Affirmative Action.

- 12.14.1 The Design-Builder shall comply with the provisions of this Agreement, including the requirements of the City of Flagstaff Employee Handbook of Regulations pertaining to discrimination and accepting applications or hiring employees. The Design-Builder shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The Design-Builder will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: employment, promotion,

demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The Design-Builder further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the Design-Builder.

12.14.2 The City of Flagstaff extends to each individual, firm, vendor, Supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.14.3 The following two paragraphs apply to the Design-Builder named herein and shall appear in all contracts between the Design-Builder and any and all Subcontractors who are employed on this Project. The Design-Builder further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

"Any Party (Subcontractor), in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

The Design-Builder further agrees that the above two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.

12.15 Compliance with Federal Laws. Design-Builder understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 to it. The Design-Builder agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

12.16 Independent Contractor. The Design-Builder is and shall be an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Design-Builder as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the Design-Builder shall follow the wishes of the City as to the results of the Work only.

12.17 City's Right Of Cancellation. All parties hereto acknowledge that this Agreement is subject to cancellation by the City of Flagstaff pursuant to the provisions of A.R.S. § 38-511.

12.18 Data Confidentiality.

12.18.1 As used in this Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Design-Builder in the performance of this Agreement.

12.18.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Design-Builder in connection with the Design-Builder's performance of this Agreement is confidential and proprietary information belonging to the City.

12.18.3 The Design-Builder shall not divulge data to any third party without prior written consent of the City. The Design-Builder shall not use the data for any purposes except to perform the services required under this Agreement. These prohibitions shall not apply to the following data provided the Design-Builder has first given the required notice to the City:

12.18.3.1 Data which was known to the Design-Builder prior to its performance under this Agreement unless such data was acquired in connection with Work performed for the City;

12.18.3.2 Data which was acquired by the Design-Builder in its performance under this Agreement and which was disclosed to the Design-Builder by a third party, who to the best of the Design-Builder's knowledge and belief, had the legal right to make such disclosure and the Design-Builder is not otherwise required to hold such data in confidence; or

12.18.3.3 Data which is required to be disclosed by virtue of law, regulation, or court order to which the Design-Builder is subject.

12.18.4 In the event the Design-Builder is required or requested to disclose data to a third party, or any other information to which the Design-Builder became privy as a result of any other contract with the City, the Design-Builder shall first notify the City as set forth in this Agreement of the request or demand for the data. The Design-Builder shall give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

12.18.5 Unless prohibited by law, within ten (10) Days after completion of services for a third party on real or personal property owned or leased by the City, the Design-Builder shall promptly deliver, as set forth in this Agreement, a copy of all data to the City. All data shall continue to be subject to the confidentiality agreements of this Agreement.

12.18.6 The Design-Builder assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Agreement are violated by the Design-Builder, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Agreement shall be deemed to cause irreparable harm that justifies injunctive relief in court.

12.19 Conflict Of Interest.

12.19.1 To evaluate and avoid potential conflicts of interest, the Design-Builder shall provide written notice to the City, as set forth in this Agreement, of any work or services performed by the Design-Builder for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice shall be given seven (7) business Days prior to commencement of the Project by the Design-Builder for a third party, or seven (7) business Days prior to an adverse action as defined below. Written notice and disclosure shall be sent to the City Senior Representative identified in this Agreement.

12.19.2 Actions that are considered to be adverse to the City under this Agreement include but are not limited to:

12.19.2.1 Using data as defined in this Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City;

12.19.2.2 Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and

12.19.2.3 Using data to produce income for the Design-Builder or its employees independently of performing the services under this Agreement, without the prior written consent of the City.

12.19.3 The Design-Builder represents that except for those persons, entities and projects identified to the City, the services to be performed by the Design-Builder under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the interests of the City.

12.19.4 The Design-Builder's failure to provide a written notice and disclosure of the information as set forth in this Agreement shall constitute a material breach of this Agreement.

12.19.5 This Contract is subject to the conflict of interest provisions of A.R.S. § 38-511.

12.20 Legal Requirements. Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.21 Confidentiality of Plans and Specifications.

12.21.1 Any plans or specifications the Design-Builder generates regarding this Project are for official use only. They may not be shared with others except as required to fulfill the obligations of the Design-Builder's contract with the City.

12.21.2 All Record Documents, Shop Drawings, and other plans or drawings prepared or submitted by the Design-Builder shall include the following language: "These plans are official use only and may not be shared with others except as required to fulfill the obligations of the Design-Builder's contract with the City of Flagstaff."

12.22 Hazardous Materials.

12.22.1 Unless included in the Work, if the Design-Builder encounters onsite or as material to be incorporated in the Work any material which it reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by public health laws, it shall immediately stop work and report the condition to the City.

12.22.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by public health laws, the Design-Builder shall not resume work in the affected area until the material has been abated or rendered harmless. The Design-Builder and the City may agree, in writing, to continue work in non-affected areas onsite.

12.22.3 An extension of Contract Time, and Contract Price as applicable, may be granted in accordance with this Agreement.

12.22.4 The Design-Builder will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.22.5 Notwithstanding the preceding provisions of this Agreement, the City is not responsible for hazardous conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder shall indemnify, defend, and hold harmless the City and City's officers, directors, employees, and agents from and against all claims, losses, damages, liabilities, and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

12.23 Design-Builder and Subcontractor Employee Security Inquiries. The parties acknowledge that security measures required in this Agreement are necessary in order to preserve and protect the public health, safety, and welfare. In addition to the specific measures set forth below, Design-Builder shall take such other measures as it deems reasonable and necessary to further preserve and protect the public health, safety, and welfare.

12.24 Security Inquiries. Design-Builder acknowledges that all of the employees that it provides pursuant to this Agreement shall be subject to background and security checks and screening ("Security Inquiries"). Design-Builder shall perform all such security inquiries and shall make the results available to City for all employees considered for performing Work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquiries are made by City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by Design-Builder for performing Work under this Agreement. Employees rejected by City for performing services under this Agreement may still be engaged by Design-Builder for other Work not involving the City of Flagstaff. An employee rejected for work under this Agreement shall not be proposed to perform Work under other City contracts or engagements without City's prior approval.

- 12.25 Criteria for Evaluating Security Inquiries. Once formally adopted by City, criteria for excluding an individual from performing Work under this Agreement shall be communicated by City to Design-Builder and used by Design-Builder as a factor in making its decision. Prior to such adoption, Design-Builder shall use its best judgment in making its decision using, among other criteria, applicable law, administrative regulations of federal, state and local agencies concerned with Work performed under this Agreement, specific local concerns that deal with the specific Work and Work location(s) of the project, and standards used by City in evaluating its own personnel.
- 12.26 Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the right to: (i) have an employee/prospective employee of Design-Builder be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (ii) act on newly acquired information whether or not such information should have been previously discovered; (iii) unilaterally change its standards and criteria relative to the acceptability of Design-Builder 's employees and/or prospective employees; and (iv) object, at any time and for any reason, to an employee of Design-Builder performing Work (including supervision and oversight) under this Agreement.
- 12.27 Terms of This Provision Applicable to all of Design-Builder 's Contracts and Subcontracts. Design-Builder shall include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for Work performed under this Agreement, including supervision and oversight.
- 12.28 Materiality of Security Inquiry Provisions. The Security Inquiry provisions of this Agreement, as set forth above, are material to City 's entry into this Agreement and any breach thereof by Design-Builder may, at City 's option, sole and unfettered discretion, be considered to be a breach of contract of sufficient magnitude to terminate this Agreement. Such termination shall subject Design-Builder to liability for its breach of contract.
- 12.29 Computer Systems. Design-Builder shall warrant fault free performance in the processing of date and date-related data including, but not limited to calculating, comparing, and sequencing by all equipment and software products, individually and in combination, from the commencement of the Work. Fault free performance shall include the manipulation of data when dates are in the 20th or 21st centuries and shall be transparent to the user. Failure to comply with "Year 2000" requirements shall be considered a breach of contract.
- 12.30 Traffic Control. Design-Builder will comply with all provisions of the latest version of the Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.
- 12.31 Covenant Against Contingent Fees. The Design-Builder warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Flagstaff has any interest, financially, or otherwise, in the Design-Builder's firm, or the firms of Design-Builder's Design Consultant, or Design-Builder's other consultants or Subcontractors. For breach or violation of this warrant, the City of Flagstaff shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

- 12.32 Fair Treatment of Workers. The Design-Builder shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having jurisdiction or authority, which in any way affects the conduct of Work. The Design-Builder shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes but is not limited to laws and regulations ensuring fair and equal treatment for all employees against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The Design-Builder shall protect, defend and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by itself or its employees.
- 12.33 All Work performed shall conform to all applicable City of Flagstaff codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in Exhibit "A", the provisions in this Agreement shall prevail.
- 12.34 The following exhibits are included in this Agreement:
- Exhibit A – Project Description
 - Exhibit B – Scope of Services
 - Exhibit C – Performance Standards Requirements
 - Exhibit D – Monthly Anticipated Adverse Weather Days
- 12.35 Compliance with Federal Immigration Laws and Regulations. Proposer warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Proposer acknowledges that pursuant to A.R.S. § 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
- 12.36 No Boycott of Israel. Under A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least \$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.
- 12.37 Forced Labor of Ethnic Uyghurs. Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.

**Montalvo STEM Education Community Center Project
DESIGN-BUILD CONTRACT
PROJECT NO. CL6321M**

CONTRACT NO. 2024-138

This Agreement will be in full force and effect only when it has been approved and executed by the Design-Builder and the duly authorized City officials.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the ____ day of _____, 2025.

DESIGN-BUILDER:

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 – PROJECT DESCRIPTION

The Owner (City) is planning to design and construct a STEM Educational Community Center approximately 3000 square feet, associated site improvements as agreed upon during the IDS process and new restroom facilities to support the Montalvo baseball complex on a city owned property located at 2230 E. Spruce Ave, Flagstaff Arizona.

EXHIBIT B – SCOPE OF SERVICES

To complete Design-Build Services including project design, agency/public coordination, budget control/value engineering, and construction services for creation of the Montalvo STEM Education Community Center Project (Project) located on a city owned parcel at 2230 E. Spruce Ave in Flagstaff, Arizona. The budgeted amount for the total construction cost for this Project is \$3,100,000.00. The funding source is an allocation of American Rescue Plan Act (ARPA) funds as an identified use of education assistance, a revenue replacement allocation.

The Design-Builder will take the lead role for design phase services and will hold the construction contract with the City for construction of the Project. Project scope for the Design-Build team will be as follows:

- Build to the expectations outlined in the Sustainable Building Resolution
- Control and maintain project critical path schedule and available budget, including cost estimating, value engineering, and constructability analysis throughout design and construction of the Project. Project completion is anticipated Spring 2026.
- Refinement and completion of Project scope with the Owner.
- Environmental clearance of existing structures (Existing Environmental reports will be provided to awarded/negotiating contractor) and performing environmental requirements for abatements, demolitions, and any Phase II activities, etc. Work will include hazardous material surveys (asbestos and lead based paint, etc.), abatement, and disposal.
- Cultural/historical clearance of the existing structure.
- Thorough Public Involvement and construction design input and construction progress. This may include but not limited to; meetings, website, graphics, notices, e-newsletters, and/or presentations at Flagstaff City Council, etc.
- Development of 100% construction plans and specification documents for the Project both on-site and off-site as developed in the site plan process.
- Franchise (private) utility coordination throughout design and construction. Gain design approvals and coordinate the design and construction of site utility relocations as required.
- Acquire all necessary permits.
- Environmental remediation, demolition, utility securing, disposal services, and materials management plan. (The mural wall will be salvaged if possible, for incorporation into the future Project but at the least replaced in kind with cooperation of stakeholders as a last result).
- Complete Project construction services.
 - Establish maintenance/operations (M/O) procedures at Project close out and turn over.
 - Coordination with Owner-testing and inspection staff and all third party (special) inspections if needed.
- As-built documents and certification/permit completions.

Using the Site Plan and Concept renderings as the general basis of design, the Design-Builder will develop design plans to a minimum 60%, 95% and final level. The engineering design plans must meet all City of Flagstaff Codes, Standards, City reviews, approvals and permitting, and all standards and requirements from cooperating agencies as applicable.

Prior to construction, the Design-Builder will assume the risk of delivering the Project through a Guaranteed Maximum Price. Multiple construction-phase contracts may be anticipated to gain value engineering and expedite the Project schedule. The Design-Builder will be responsible for construction means and methods and will be required to solicit bids from pre-qualified subcontractors to perform the work. The Design-Builder will not be required to self-perform portions of the work but may competitively bid to do so. There will be no limit to the amount of self-performance allowed by the Owner.

The Design-Builder agrees, at its own cost and expense as outlined within the GMP, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, set forth in the Contract Documents, including without limitation, all articles of this Agreement and the General Conditions.

The Final GMP price shall not exceed the Owner's budget for full construction of the work. Prior to start of construction, the Design-Builder will prepare and provide to the Owner a written accident prevention and safety plan (including compliance with partner agency requirements), waste management and environmental protection plan, noise and dust control plan, and quality control plan and shall report all safety violations resulting in injury or death within 24 hours of occurrence. The Design-Builder shall hold mitigation of public impacts at a high priority throughout all activity on site and shall act as the Owner's representative for public involvement.

EXHIBIT C – MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

The Contractor will be entitled to a Contract Time extension if the actual adverse weather Days experienced during the Work exceed the anticipated adverse weather Days shown in Table 108.7. Table 108.7 as follows is the monthly schedule of adverse weather Days that shall be anticipated by the Contractor in scheduling the Work:

TABLE 108.7 – MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

MONTH	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Monthly Anticipated Adverse Weather Calendar Days	7 days	7 days	8 days	6 days	4 days	3 days
Average Monthly Precipitation	1.98"	1.96"	2.05"	1.84"	0.68"	0.51"
Monthly Daily High Temperature ≤32° F	5 days	3 days	2 days	0 days	0 days	0 days
MONTH	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Monthly Anticipated Adverse Weather Calendar Days	12 days	11 days	7 days	5 days	5 days	6 days
Average Monthly Precipitation	2.78"	2.68"	1.82"	1.52"	1.49"	1.90"
Monthly Daily High Temperature ≤32° F	0 days	0 days	0 days	0 days	1 day	5 days

The above schedule of anticipated adverse weather days establishes the base line for the project’s monthly weather impacts, based on historical records, as recorded by the National Weather Service at Pulliam Airport, for precipitation in excess of 0.01 inch and daily high temperatures below 32° Fahrenheit.



Montalvo STEM Education Community Center

March 18, 2025



Concept and
Initial Analysis
Fall 2022

Funding and
Commitment
FY 23/24

Concept and
Site Plan
Approvals
Summer 2024

Request for
Statement of
Qualifications
Fall 2024

*Award Design
Build Services
Agreement*
Tonight

Notice to
Proceed to
Loven
Contracting

Design and
Construction
Documents
Complete in
late Fall 2025

Demolition
and Site
improvements
Fall 2025?

Important Considerations



Action Item - Award of RSOQ 2024-138

- Recommendation of award to Loven Contracting, Inc. for a total design and build cost of \$3.1M to deliver the STEM Community Education Center.
- GMP #1 Design and Permitting – April 1st
 - Provide notice to proceed and begin the design process and solicit input to inform the final construction documents.
 - Establish a timeline for design, construction documents and permitting processes.

Future Actions

Guaranteed Maximum Price (GMP) development-

- Fire Station Demolition and utility work
- Long lead items and site work
- Building construction and delivery

STEAM Education Service Provider
Solicitation – Anticipated once vertical
construction is underway.



Joel Montalvo - STEM Center
Rendering

The background features a dark grey field with three overlapping semi-circles of varying shades of blue. A horizontal white band is centered across the image, containing the text.

Questions and Discussion

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Langley, Public Affairs Director
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:
Approval of materials for Washington DC Lobbying Trip

STAFF RECOMMENDED ACTION:

Consideration and Approval of materials for the Washington DC Lobbying Trip

Executive Summary:

Every year, a delegation comprised of the Mayor, two Councilmembers and City Leadership travels to Washington DC to meet with federal representatives to champion the needs of Flagstaff. This year, the federal lobbying trip is set to take place on March 31 - April 3. The lobbying packet details the topics that will be discussed during meetings between the Council, City Leadership and federal representatives. This year, topics include the Rio de Flag Flood Control Project, forest health, affordable housing, Flagstaff Pulliam Airport infrastructure needs, the Red Gap Ranch Regional Pipeline/ NAIWRSA Settlement, the City's FY26 Congressionally Directed Spending requests and the City's PROTECT grant application. More information on these topics can be found in the attached lobbying packet.

Financial Impact:

None

Policy Impact:

None.

Previous Council Decision or Community Discussion:

None.

Options and Alternatives to Recommended Action:

Do not approve materials for the Washington DC Lobbying Trip

Background and History:

N/A

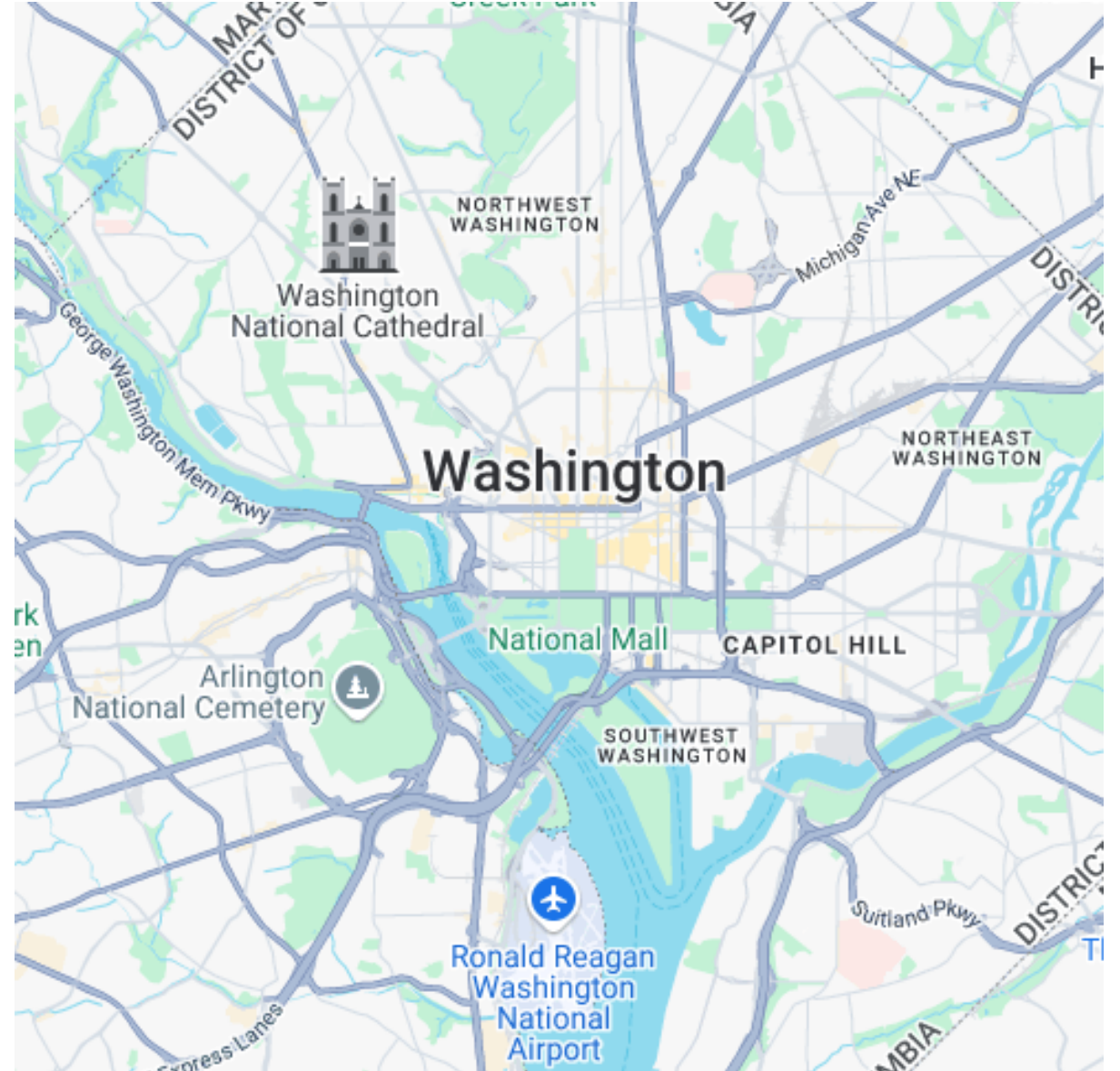
Connection to PBB Priorities and Objectives:

The federal lobbying packet supports the following priorities:

- Safe and Healthy Community
- Sustainable & Innovative Infrastructure
- Robust & Resilient Economy
- Livable Community
- Environmental Stewardship

2025 DC Lobbying Trip

Annual trip to champion
Flagstaff's needs and
priorities to federal
representatives



Topics of Discussion

What do we lobby for?

- Topics are identified through Council's legislative priorities
- This year's lobbying packet includes information and requests for support on:
 - Rio de Flag Flood Control Project
 - Forest health
 - Affordable housing
 - Flagstaff Pulliam Airport infrastructure needs
 - Red Gap Ranch Regional Pipeline/ NAIWRSA Settlement
 - Butler Fourth Complete Streets & Safety Improvements
 - Big Fill Lake grant application
 - Congressionally Directed Spending requests





Congressionally Directed Spending Requests



FY25 Requests (Approved but not funded)

- Amtrak/ La Plaza Vieja Phase 2 Infrastructure Improvements (\$1.2M)
 - Requesting to transfer funding from approved Amtrak request to the La Plaza Vieja request
- Airport Terminal Expansion, Accessibility & Drainage Improvements (\$1.4M)
- Biochar Facility at Wildcat Wastewater Treatment Plan (\$4M)



Congressionally Directed Spending Requests



FY26 (To be submitted in April)

- Airport Terminal Expansion & Accessibility (\$4M)
- Fanning Wash Flood Mitigations (\$3M)
- Forest Fuels Reduction (\$4M)
- Pine Dell Main Upsizing (\$3.2M)
- Real Time Operations Center/ Emergency Mgmt Equipment (\$3.4M)
- Wildfire Home Hardening (\$4M)



DC Lobbying Trip

Attendees and Schedule

- Attendees include
 - Mayor Becky Daggett
 - Vice Mayor Miranda Sweet
 - Councilmember Khara House
 - Deputy City Manager Joanne Keene
 - City Attorney Sterling Solomon
 - Senior Project Manager Christine Cameron
- Meetings with lawmakers and federal agencies will take place on
 - Tuesday, April 1
 - Wednesday, April 2



DC Lobbying Trip



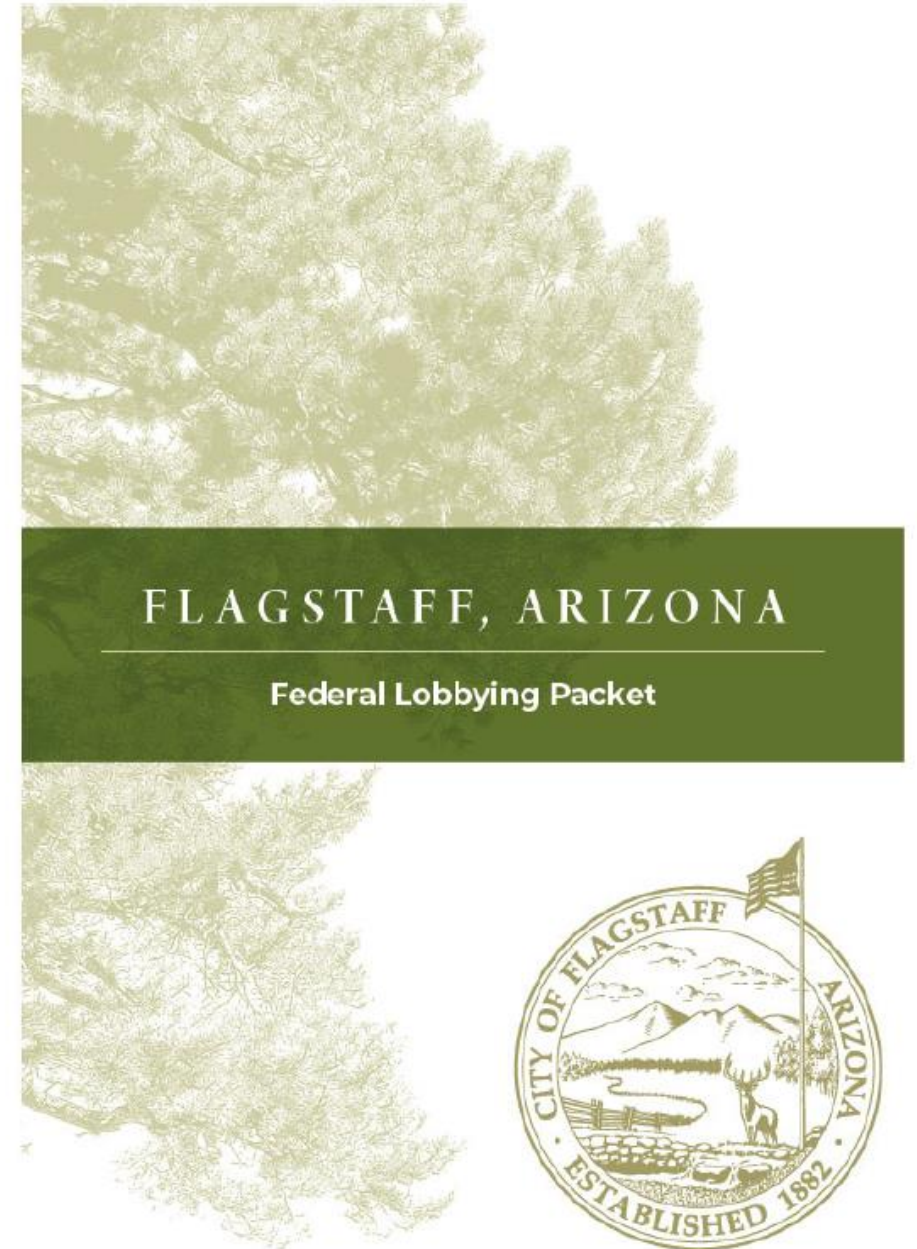
Key meetings will include:

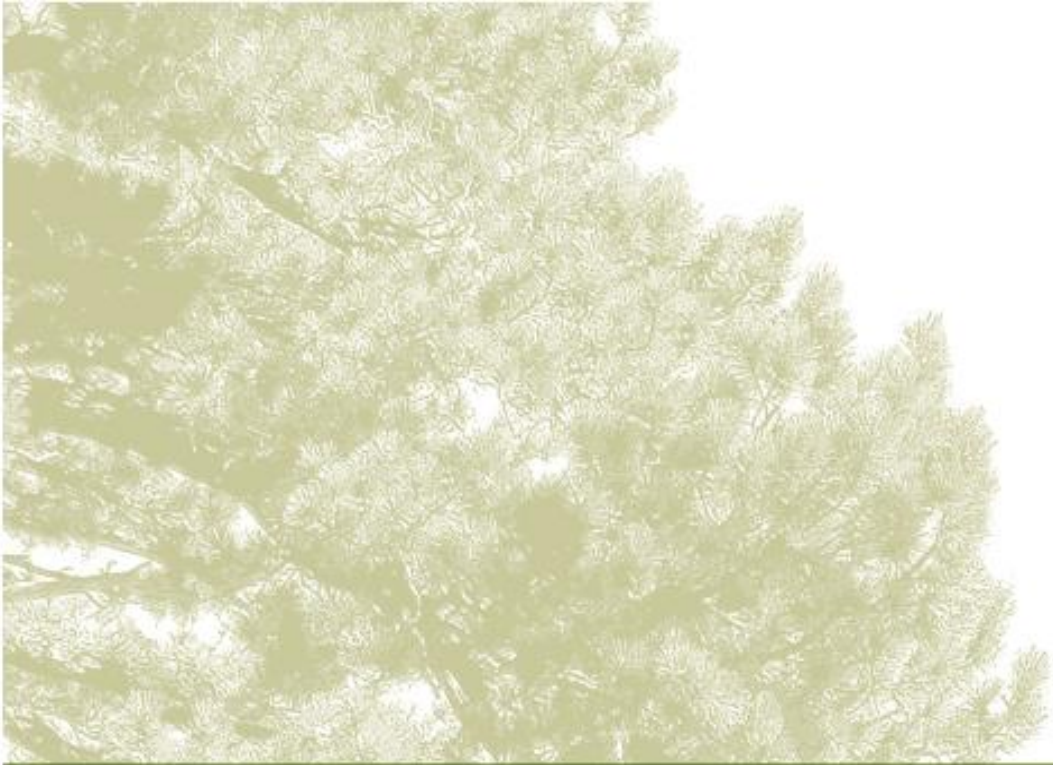
- Congressman Stanton
- Senator Ruben Gallego
- Congressman Eli Crane
- Senator Mark Kelly
- Army Corps of Engineers
- Department of Transportation
- Department of Agriculture
- Federal Aviation Administration
- And more



Council Direction

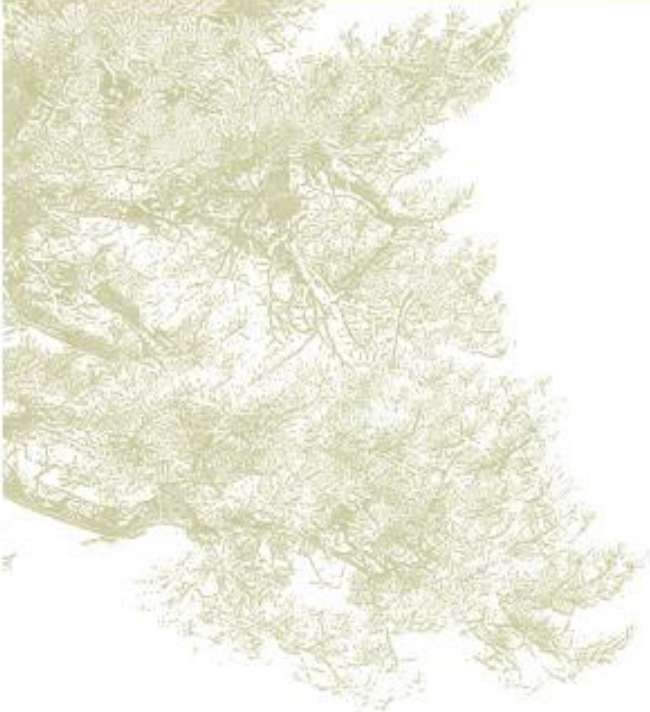
- Staff is requesting:
 - Approval of the DC lobbying packet, including the topics of discussion





FLAGSTAFF, ARIZONA

Federal Lobbying Packet





CITY OF FLAGSTAFF

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



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Rio de Flag Flood Control Project

Project Information

The City of Flagstaff, Arizona is impacted by the 100-year flood plain of the Rio de Flag (RDF) drainage, which covers large portions of the downtown business district and historic neighborhoods. In addition to the community health and safety risk, a significant flood event would damage approximately 1,500 structures valued at over \$916 million and cause \$93 million in economic damages, for a total impact of over \$1 billion (Army Corps 2008 estimates). In addition to flood damage reduction, other benefits include elimination of mandatory flood insurance and restrictive floodplain management regulations.

The cooperative Army Corps/City RDF Project proposes to contain the 100-year flood event through construction of 2.9 miles of underground and open channel improvements through central Flagstaff and construction of a 72-acre detention basin, which has been completed. Construction of the channel improvements will require relocation of utilities, reconstruction of street improvements, construction of bridges, environmental remediation, and property acquisition.

The Project was originally authorized in the Water Resources Development Act of 2000 for \$24 million and subsequently reauthorized in 2007 for \$54 million. On December 10, 2016, the Water Infrastructure Improvement Act for the Nation reauthorized the project for \$102.9M. The current cost estimate has recently increased from \$122 million to approximately \$243 million. The Army Corps has spent \$32 million to date (includes project design, construction of the Clay Avenue Wash Detention Basin and Butler Tunnel and staff administration) and the City of Flagstaff has spent \$40 million (includes project design, construction of the Thorpe Bridge, real estate acquisition, City project cost share and cash contribution, public involvement, environmental clearance, and staff administration).

There have been several significant project elements completed to date, including the 72-acre Clay Avenue Wash Detention Basin (\$6.4 million, completed in July 2014), the Butler Avenue Tunnel (\$3.6 million, completed in September 2010), and the Thorpe Road Bridge (\$2.7 million, completed in November 2012). The final design for the main stem improvements is currently at 100% final draft, nearing completion.

BNSF Railway

A large portion of the Lower Reach section of the project is located on BNSF property and its main line track has the potential to experience flooding and impact rail operations. BNSF is currently developing plans for its future third main line track through the region. This additional track will provide expanded operations, safety, efficiency, and economic opportunity for BNSF. Aside from the critical RDF, the City has several other local projects planned and funded along the main line that provide grade-separated crossings, including a large overpass over the rail corridor, an improved underpass, and two pedestrian tunnels under the corridor in active trespassing areas.



Delivery of the RDF and these local projects in conjunction with the construction of BNSF's third main rail has been an ideal partnership opportunity for realizing our agencies' collective goals: economic growth for both the City and for BNSF, protection from flooding, and increased rail safety. In 2025, the City will continue to work with BNSF to finalize project agreements to prioritize the construction of the RDF. These agreements are a crucial requirement for approving construction in 2026 and the future viability of the project depends on timely completion of these documents.

There has been significant development in funding that has removed some obstacles for construction of the Rio de Flag. In 2022, the City was awarded \$32,460,000 in federal funding through a USDOT INFRA grant for construction of the Downtown Mile Safety and Connectivity Project, which includes our local projects surrounding the RDF and the third main track. Matching funds are provided by the City (\$9,840,000), BNSF (\$11,000,000) and Arizona Department of Transportation (\$3,000,000) for a total project cost of \$56,300,000. In 2024, the City was awarded \$4,989,600 in federal funding through a CRISI grant for construction of two Amtrak platforms which further enhance safety and efficiency of the rail operations within the Downtown Mile Project. Matching funds are provided by the City (\$747,400) and BNSF (\$500,000) for a total project cost of \$6,237,000. While the grants do not provide funding directly to the Rio de Flag project, the Downtown Mile rail relocation is a necessary and critical component to phasing the construction of the RDF under the BNSF mainline rail corridor. This has been a long-standing unresolved issue that was championed by many in Washington, which we are very appreciative of.

Army Corps of Engineers

In February 2020, the Army Corps awarded \$52 million in federal funding through its annual work plan to complete the Rio de Flag Flood Control Project. In light of the recent cost estimate revision, the Army Corps is currently going through a Change Control process. Alternatives are being evaluated for value engineering and project phasing to keep construction start on track for 2026. Proceeding with the Lower Reach portion of the project with the available funding is the City's highest priority. This phase of the project provides the greatest relief from flooding impacts to our most vulnerable citizens. The City is working toward funding its increased cost share and will need strong support to secure the federal share to keep this project moving forward.

The City has been relentless in fighting for this project to safeguard its citizens from significant flood risk for decades. We have strategized and formed partnerships with federal, state, and private entities to deliver this flood control project, along with significant transportation projects that improve safety and economic opportunity for the region and nation. We have simply come too far to have this project stall any further and we request your support in this effort.

Request

- Encourage BNSF’s continued participation in expediting a reasonable and cost-effective solution for the Army Corps and City to deliver the RDF Project with focus on approving the agency agreements for Lower Reach phase of the project.
- Encourage the Army Corps to support construction of the Lower Reach in 2026 and continue its commitment to safeguard the current project funding until a construction contract can be awarded.



Flagstaff, Arizona



Community Wildfire Risk Reduction and Forest Health

Catastrophic wildfire is the #1 fire threat to Flagstaff. We experience 60-100 wildfires per year within the city boundaries, and another 150+ on jurisdictions immediately surrounding our community. In addition to serious ecosystem damage, a single undesirable fire moving into the city would affect lives and properties, and inflict serious, long term economic harm.



Hazard mitigation activities, undertaken in a responsible manner, are vital to ecosystem health and community protection. Such activities are not meant to eliminate wildfire from the landscape. Frequent, low intensity fire is required for a healthy ponderosa pine ecosystem. Reintroduction of such fires requires the re-creation of a natural environment that will burn in a healthy, nonthreatening, manner, and a built environment that properly considers defensible space and home hardening strategies.

Wildland Fire Management Program

In 1997, the City of Flagstaff established a Wildland Fire Management Program (WFM) to address wildfire risks within City limits. The current mission of WFM is to increase and maintain wildfire resilience for the City of Flagstaff and priority watersheds. Our vision is a community where Flagstaff thrives due to the WFM's unique skills, knowledge, and abilities within Wildland Fire Operations, Forest Management, Firewise Development, and Wildland Urban Interface Code Enforcement. This program has evolved to include multi-jurisdictional fire management and forest health partnerships.

In November 2012, residents of Flagstaff overwhelmingly approved a \$10 million bond to support forest restoration work within key watersheds on the Coconino National Forest and on State and City lands. The Flagstaff Watershed Protection Project (FWPP), led by the Wildland Fire Management Program, is a unique effort where forest restoration work on the National

Forests is being funded by a municipality. This \$10M investment is designed to mitigate between \$751 million and \$1.6 billion in future costs.

During the summer of 2020, the City of Flagstaff developed an innovative way to further invest in the prevention of undesirable wildfire impacts. The Water Resource and Infrastructure Protection fee is now included on City of Flagstaff water services monthly bills. This investment will support the Flagstaff Fire Department’s Wildland Fire Management Program’s ability to protect Flagstaff and its priority watersheds from the effects of catastrophic wildfire. A fee of \$0.52 per 1000 gallons of water used will provide a reliable and stable source of funding (\$1.3M annually) for the Wildland Fire Management Program.



Requests

Flagstaff Fire Department’s Home Hardening Program

- Estimated Cost: \$5,100,000
- Amount Requested: \$4,000,000
- Home hardening addresses the most vulnerable components of a structure with building materials and installation techniques that increase the chance of a home or business surviving in a wildland fire. Home and business hardening priority areas include balconies, decks, roofs, eaves, vents, walls, fencing, windows, and doors. This program would offer home and business owners 75% of the cost to implement these home hardening improvements. Low-to-moderate income and most vulnerable-sited households will be prioritized. One Flagstaff Fire Department Full Time Employee would be dedicated to this program with funding split 50/50 between the federal appropriation and the City budget to manage the program over a 3 year period.



The City urges its Congressional delegation to:

- Increase federal investments in the Flagstaff Watershed Protection Project and the Four Forest Restoration Initiative.
- Protect and enhance the local authority that allows National Forest Line Officers to manage wildfires that meet forest plan objectives.
- Support the comprehensive implementation of all the recommendations within the two reports submitted to Congress by the Wildland Fire Mitigation and Management Commission. Selected opportunities for action:
 - Recommendation #1: Congress should establish a Community Wildfire Risk Reduction Program to proactively address wildfire risk reduction actions and increase ignition resistance of the built environment.
 - Recommendation #56: FEMA data indicates at least 64% of local fire departments respond to wildfires. The capacity of the US Fire Administration to empower, equip, and train the existing national structure fire service to better respond to wildfires safely and efficiently is needed for at-risk communities like Flagstaff.
- Increase federal funding for the Promoting Ecosystem Resilience and Fire Adapted Communities Together (PERFACT) agreement. This cooperative agreement with the USDA Forest Service and the Department of the Interior allows The Fire Networks to support the comprehensive needs of communities at risk of catastrophic wildfire.
- Maintain federal funding for the Southwest Ecological Restoration Institutes, specifically the Ecological Restoration Institute (ERI) at Northern Arizona University in Flagstaff. The collaborative leadership and research outputs created by the ERI are incredibly important for the stakeholders working to support resilient landscapes and fire adapted communities across northern Arizona.

Housing and Cost of Living

Flagstaff is a community where 60.9% of renters and 38.9% of all households are spend more than 30% of their gross income on housing¹. Additionally, the cost of living is 22% higher and housing is 56.5% higher than the national average².

Recognizing the need for housing in Flagstaff is not limited to low-income households. City Council declared a Housing Emergency on December 1, 2020, committing to prioritizing affordable housing within City operations to create safe, decent, and affordable housing opportunities for all community members, including households above the low-income level.

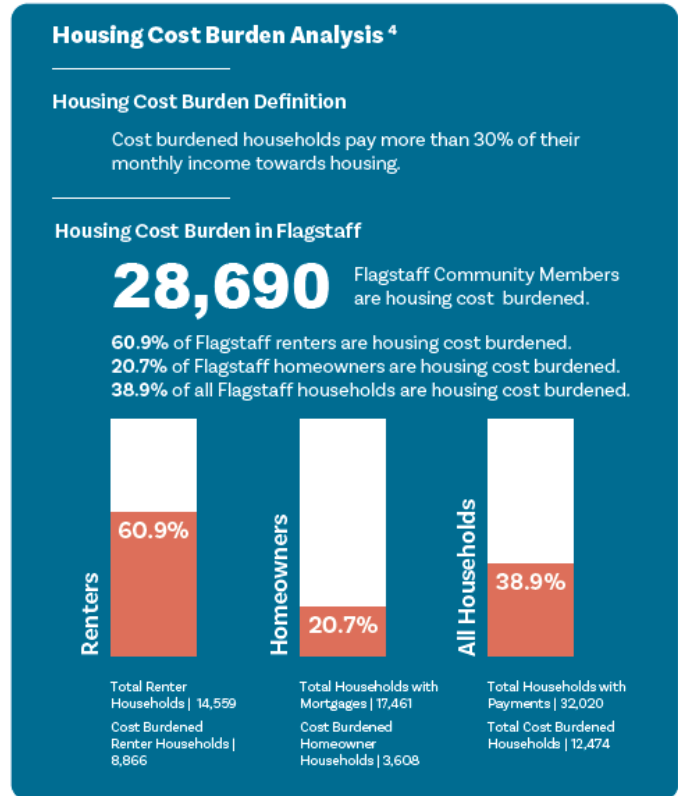
The addition of rental units, both market rate and affordable, is critical to Flagstaff remaining a vibrant community. Local efforts are underway to amend zoning and land use regulations and local funding has been prioritized to support the creation of housing.

Workforce Housing Tax Credit Act

The Workforce Housing Tax Credit Act, introduced in December 2023, aims to address the growing affordable housing crisis facing America’s middle-income workers by establishing a new federal tax incentive for rental housing development. Inspired by the success of the Low-Income Housing Tax Credit (LIHTC), this bipartisan legislation proposes tax credits for the construction and rehabilitation of properties affordable to households earning between 60-100% of area median income (AMI).

Request

Support the creation of the Workforce Housing Tax Credit.



¹ (and 4) US Census 2019 ACS

² Council for Community and Economic Research 2024 Q2 – Flagstaff Chamber of Commerce



Federal Funding for Housing

HUD Community Planning and Development (CPD)

- Support direct funding for local governments to accelerate housing development and preservation of existing units, including CDBG, HOME, and the Housing Trust Fund.

Public Housing

- Fully fund the Public Housing Fund, including the Public Housing Operating and Capital Fund programs. This includes accounting for significant program increases due to insurance premiums and inflation.
- Maximize existing housing preservation efforts and increase housing inventory by creating new repositioning options and making existing repositioning options (e.g., Rental Assistance Demonstration (RAD), Section 18, Voluntary Conversion, Mixed-Finance Public Housing Development) available to all PHAs that voluntarily want to use them.

Housing Choice Voucher (HCV) Program

- Fully fund the HCV program and administrative fees to ensure that Public Housing Agencies (PHAs) can help their residents find safe, secure housing in extremely tight rental markets across the country.
- Ensure Renewal Funding Inflation Factors (RFIFs) reflect the actual increased costs of running the HCV Program and appropriately track increases in Fair Market Rents.
- Make Emergency Housing Vouchers (EHV) permanent with continued renewal funding.

HUD Multi-Family

- Address the discrepancy between the allowed 5% management fee and the lower artificial cap put in place by each HUD region by removing the regional cap to support adequate funding for the management of HUD Multi-Family properties.

Low-Income Housing Tax Credit (LIHTC)

- Support policies that expand the Low-Income Housing Tax Credit to incentivize affordable housing construction.
- Strengthen the Low-Income Housing Tax Credit by permanently increasing the allocation by 50 percent and lowering the "50 Percent Test" to 25 percent.



Regulatory Reform

HUD and Public Housing Agencies

- Reduce administrative burdens that decrease efficiencies by streamlining housing and redevelopment statutes and regulations to meet existing funding challenges and provide PHAs additional flexibilities that have proven to keep families housed and communities safe.
 - Make it possible for HUD to fully implement HOTMA by adequately funding the necessary computer system upgrades.

Davis Bacon

- Adjust the Davis-Bacon Act's \$2,000 triggering threshold to reflect inflation
- Create a compliance waiver or exception for jurisdictions with minimum wages higher than Davis Bacon Act wage requirements.

Fair Market Rents

- Urge HUD to develop new methods for calculating Fair Market Rents, including collaborating with the Census Bureau to improve rental data collected in the American Community Survey, as the data frequently lags behind market rental prices and impacts program effectiveness.



Flagstaff Pulliam Airport

The City of Flagstaff boasts the Flagstaff Pulliam Airport, a vital transportation hub facilitating daily air service on American Airlines to Phoenix Sky Harbor International Airport (PHX) and Dallas Fort Worth International Airport (DFW), plus seasonal service to Los Angeles International Airport (LAX). Serving as a crucial gateway for visitors and commerce into northern Arizona, the airport offers essential services including aircraft rescue firefighting, emergency medical response, and HazMat first response. Benefiting from multiple FAA grants, the airport has acquired Air Rescue Firefighting (ARFF) vehicles, firefighting equipment, and snow removal vehicles, bolstering operational efficiency.

In 2024, Flagstaff Pulliam Airport recorded over 77,000 departing passengers (a 7% increase from 2023, and the airport's fourth-busiest year ever), underscoring its significance as a regional travel hub. In the past year, several maintenance projects funded by the FAA CARES Grant were completed, including the replacement of the terminal fire suppression system, airfield and parking lot pavement maintenance, terminal weatherization, and terminal lighting and signage replacements.

2025/2026 Goals

- Collaborate with a developer to establish a 31.45-acre business park, a multi-year project aimed at development and occupancy.
- Enhance air service by attracting additional routes and carriers to meet the evolving needs of the community.
- Revitalize the airport restaurant space and open an express Visitor's Center.
- Pursue new rental car concessionaire leases through a competitive bidding process to optimize service offerings for travelers.

Request

We are seeking supplemental discretionary funding from the FAA to construct a 23,000 square foot snow removal equipment building, which will serve as a centralized hub for our fleet pieces of heavy snow removal equipment. Presently, our equipment is scattered across multiple locations, including hangars that could otherwise be used by aircraft. This complicates the task of managing snow removal amidst the average annual snowfall of 100 inches and over 200 freeze/thaw cycles. Consolidating all equipment and the fleet within the new building will significantly streamline our snow removal operations. The project has grant funding allocated from FAA entitlement grants, and the airport is applying Bipartisan Infrastructure Funds as well. The currently allocated FAA entitlement grant funds total \$4.4M and an additional \$5.7M in Bipartisan Infrastructure Law funding is pending. The remaining discretionary funding need is approximately \$18.0M.



Funding for transition from AFFF to F3 for Aircraft Rescue Fire Fighting

The Flagstaff Pulliam Airport provides Aircraft Rescue Firefighting (ARFF) Index B services, 24 hours a day, year-round, with crews prepared to respond to any aircraft up to 126 feet in length. Congress has mandated the FAA to develop a Transition Plan aimed at ensuring a smooth shift from current aircraft firefighting foam, which contains Per- and Polyfluoroalkyl Substances (PFAS), to a safer alternative. Commonly known as "forever chemicals," PFAS persist in the environment and have been linked to adverse health effects from exposure. Aircraft firefighting foams pose a significant risk of releasing harmful PFAS into the environment.

Transitioning from Aqueous Film Forming Foam (AFFF), which contains PFAS, to Fluorine-Free Foam (F3), a new type of foam used to extinguish fires involving flammable and combustible liquid, is not a straightforward substitution. Given the considerable differences among F3 products from various manufacturers, the transition process can be complex. Adequate funding is essential to facilitate the shift away from PFAS-containing AFFF, including the disposal of the foam and decontamination of equipment.

Several options exist for converting to F3-based systems from AFFF. One approach involves undergoing a complete fire suppression system replacement, offering a high level of confidence in eliminating PFAS from the system. Alternatively, retrofitting current aircraft fire suppression systems is another option, typically involving component replacements and distribution piping modifications. The distribution piping undergoes flushing, and the effluent is disposed of. While this method may not guarantee a PFAS-free system, it presents a more feasible alternative to replacing the entire system.

Securing additional funding is imperative to ensure compliance with this transition and to acquire the necessary resources for implementation.



Funding for law enforcement officer presence

In Fiscal Year 24, funding for the TSA Law Enforcement Officer (LEO) reimbursement program was discontinued due to insufficient appropriation. Consequently, effective May 1, 2024, airports are tasked with ensuring the presence of a law enforcement officer capable of responding to security incidents at checkpoints and throughout airport premises in accordance with federal regulations. This shift places the financial burden of funding law enforcement squarely on airports, presenting a substantial and unforeseen expense to meet federal requirements and uphold traveler safety.

During Fiscal Year 23, the expenditure for maintaining the federally required law enforcement presence at Flagstaff Pulliam Airport amounted to approximately \$340,000. As a small regional airport under the management of the City of Flagstaff, assuming full responsibility for funding law enforcement presence will significantly strain our operating budget. We urge reconsideration of the TSA Law Enforcement Officer (LEO) reimbursement program, recognizing the critical role it plays in supporting airport safety and operations.

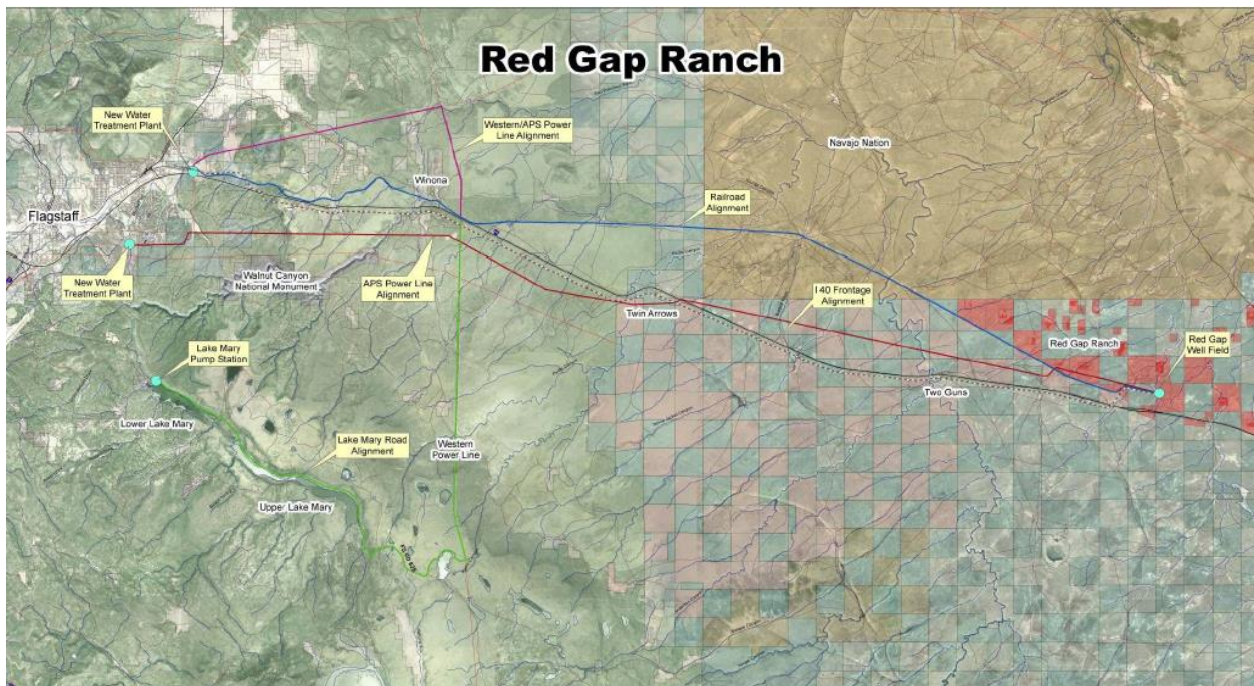
Red Gap Ranch Pipeline

In 2005, Flagstaff residents approved a \$15 million dollar bond to secure future water supplies. That year, the City purchased Red Gap Ranch, 40 miles east of Flagstaff, as a future water supply, for \$11 million. Since 2005, the City has invested millions more by drilling municipal water supply wells, and designing and engineering the Red Gap Ranch Regional Pipeline Project that will deliver this water to the City and our tribal neighbors.

The City has been an active partner in the Northeastern Arizona Indian Water Rights Settlement Act (NAIWRSA) water settlement negotiations and in utilizing this potential asset for the benefit of Flagstaff, the Navajo Nation, Hopi Tribe, Coconino County, Arizona State Lands Department, Arizona Department of Transportation, private landowners and other regional stakeholders, all of whom need additional water supplies.

Request

- The City is concerned that the drafted legislation does not include the \$575 million Red Gap Ranch Regional Pipeline Project that will benefit the City, the Arizona State Land Department, Tribes and various other stakeholders. This clearly violates the intent of the settlement agreement that describes the Red Gap Ranch Regional Pipeline Project and provides for access to the Regional Project by stakeholders.
- Include the \$575M Red Gap Ranch Regional Pipeline Project in drafted legislation.





2025 Awarded BUILD Grant

Butler Fourth Complete Streets & Safety Improvements

In January, 2025, the City of Flagstaff received an official award notification for \$19M for the Butler Avenue and Fourth Street Complete Streets & Safety Improvements project. It is imperative that these funds are obligated to the City of Flagstaff so that this important work can be completed.

Project Scope

Economic Competitiveness & Opportunity

- Improve freight capacity and safety at the Little America Travel Center along I-40.
- Support tourism with access to hotels and RV parks.
- Job creation during construction.
- Improve workforce mobility and access to job centers across the region.

State of Good Repair

- Address infrastructure deterioration by replacing aging pavement and guardrails.
- Stormwater management will alleviate ongoing maintenance costs associated with flooding and pavement failure.

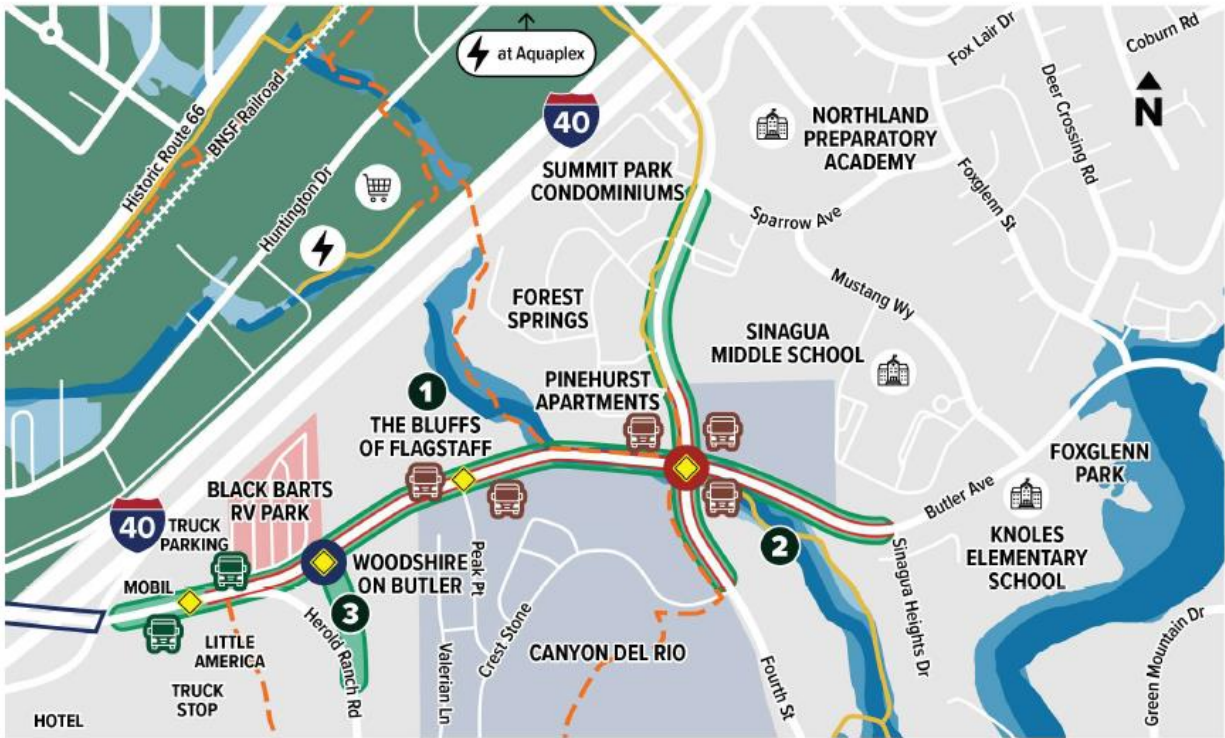
Improving Safety and Reducing Congestion

- The area has seen 109 crashes in the past five years, with seven being severe or fatal. Comprehensive safety strategies include access management, roundabouts, grade-separated facilities and enhanced crossings.
- Adding new public transit stops and bridging a critical gap in Flagstaff's multimodal transportation system.

Innovation

- Provide grade-separated crossings for active transportation at the Butler Ave. and Fourth St. intersection.
- Construction Manager at Risk (CMAR) procurement to leverage seasonal phasing and reduce construction closures.
- Smart infrastructure elements address safety concerns through data-driven improvements.

Butler Fourth Complete Streets & Safety Improvements



- | | | |
|--|--|---|
|  Project Limits |  Proposed Bike & Sidewalk Facilities |  Nearest Grocery Store |
|  Ongoing Development |  ADOT Owned |  Schools |
|  Low Income Housing |  FUTA Existing |  New Bus Stop |
|  Historically Disadvantaged & Area of Persistent Poverty CT |  FUTA Planned |  Improved Bus Stop |
|  0.2% Annual Chance Flood Hazard |  Pedestrian Activated Crossing |  Assisted Living Facility |
|  1% Annual Chance Flood Hazard |  Proposed Roundabout |  FUTA Network |
|  Regulatory Floodway |  Proposed Roundabout w/ Pedestrian Tunnel |  Herold Ranch Road Realignment |
| |  Electric Vehicle Charging | |

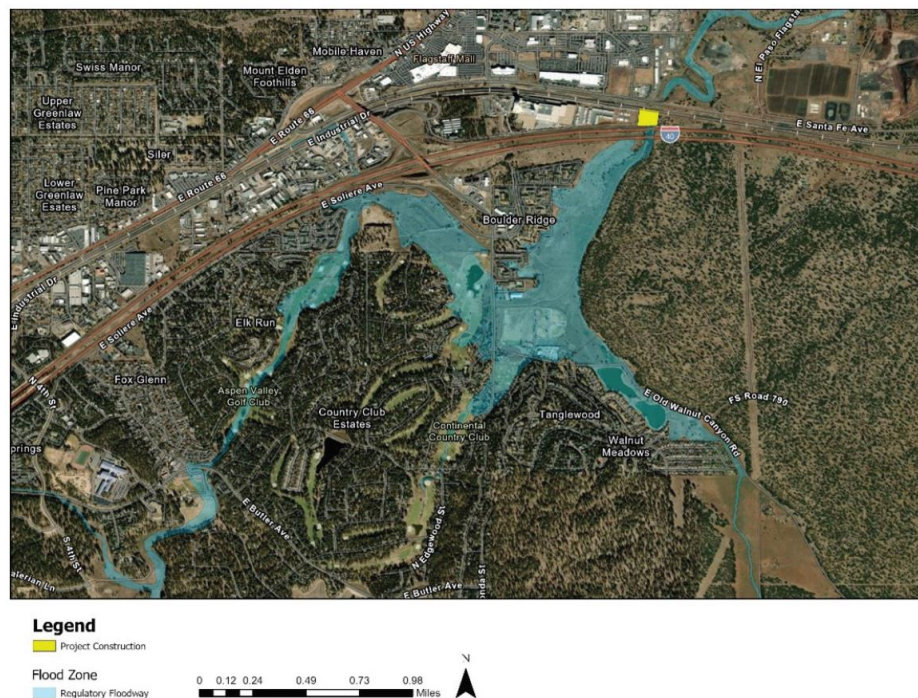
Big Fill Lake: PROTECT Grant Application

Protection for Historic Flagstaff Route 66 and Rail/ Freight Capacity

Under the Bipartisan Infrastructure Law, the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant is a discretionary grant program aiming to fund efforts that improve surface transportation resilience to natural hazards including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, and community protection.

Project Scope

The City of Flagstaff is seeking PROTECT funding for the Big Fill Lake: Build Resilience for Historic Flagstaff Route 66 and Rail/Freight Capacity to replace the existing culverts spanning beneath the BNSF railroad and Route 66 with 5-foot pipes, improving drainage capacity for the Rio de Flag waterway. This improvement will reduce the flood risks and



impact to downstream residential and commercial properties south of Interstate 40, Country Club Road, and Historic Route 66 and mitigate the risk of damage to the BNSF rail infrastructure and impact to both BNSF freight and Amtrak passenger rail service operations.

The project addresses a significant drainage improvement that will provide enhanced resilience with local, regional, and national scale benefits. Improving this infrastructure will additionally prepare supportive infrastructure that will accommodate for future BNSF rail bed expansion at this location.



Funding

The total project cost is estimated at \$14,842,978. The City of Flagstaff is pursuing \$11,874,383 in PROTECT funds, which is 80% of the total cost. The City of Flagstaff and BNSF are funding partners and will equally split the 20% local match, each providing 10% of the overall project cost, \$1,484,297. The table on the following page shows the breakdown of the federal ask and local match.

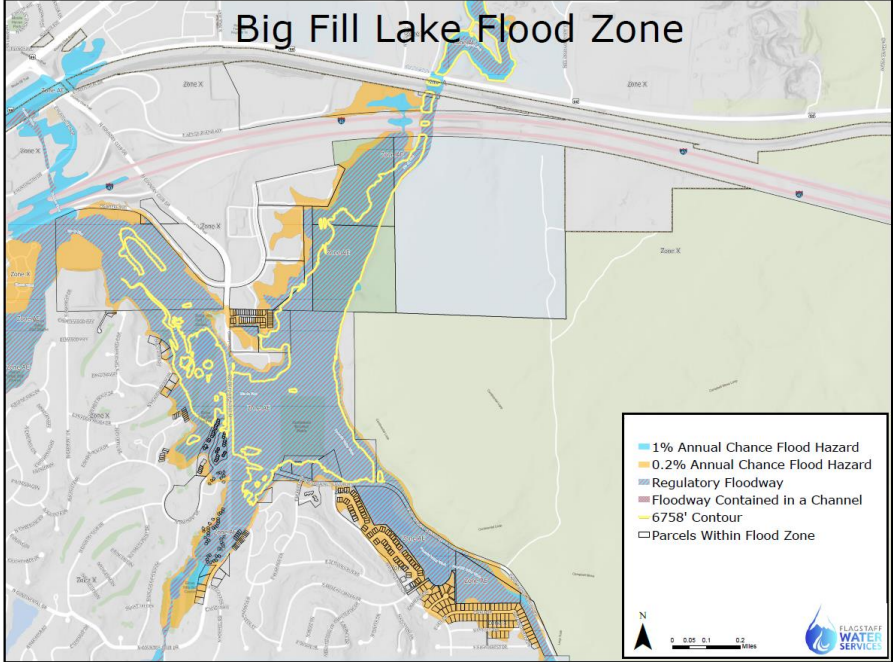
Federal and Local Match		
Funding Source	Percent	Amount
Federal	80%	\$11,874,383
Local Match		
City of Flagstaff	10%	\$1,484,297
BNSF	10%	\$1,484,298
Total	100%	\$14,842,978

Risk

The project will address multiple existing risks in place with the current infrastructure. The area south of the project location, known as Big Fill Lake, is a current floodplain that includes residential communities, businesses, and community parks. These properties and structures are currently at-risk to flooding.

Additionally, the BNSF Southern Transcontinental railroad is critical infrastructure that is used to transport goods throughout the nation, as well as hosts Amtrak’s Southwest Chief intercity passenger train service, which operates between Chicago, Illinois, and Los Angeles, California, and stops daily in Flagstaff. The project’s drainage improvements will significantly reduce risk of flood-related community, roadway, and railroad infrastructure damage and reduce flood-induced delays and closures.

The map illustrates the reduction of the existing regulatory floodplain and flood risk areas. The yellow line shows the 6,758-foot elevation profile of the floodplain following the project improvements, reducing flood risk for as many as 190 individual parcels.





FY25 Congressionally Directed Spending Requests

La Plaza Vieja Phase 2 Infrastructure Improvements

- Flagstaff's Amtrak Station Platform Improvements request was approved for FY25, however the City then received a CRISI grant for the Amtrak project. We are requesting that the funding for the Amtrak request be transferred to cover the City's La Plaza Vieja Phase 2 request.
- Requested amount: \$1,200,000 - The Flagstaff La Plaza Vieja Phase 2 Infrastructure Improvements will provide traffic calming measures, safer pedestrian crossings, increased visibility of pedestrians, improved ramps and improved storm drain locations for a historic Flagstaff neighborhood.

Airport Terminal Expansion, Accessibility and Drainage Improvements

- Approved for FY25 but not included in March 2025 Continuing Resolution
- Requested amount: \$1,400,000 - The Flagstaff Airport Terminal Expansion, Accessibility and Drainage Improvements project will provide design work for terminal expansion and accessibility improvements, as well as design and construct apron drainage improvements at the terminal.

Biochar Facility at Flagstaff Wastewater Treatment Plant

- Approved for FY25 but not included in March 2025 Continuing Resolution
- Requested amount: \$4,000,000 - The proposed project will design and partially construct a cutting-edge biochar facility at the Wildcat Hill Wastewater Treatment Plant in Flagstaff that can serve as a model for sustainable wastewater management.



FY26 Congressionally Directed Spending Requests

Airport Terminal Expansion & Accessibility

- Requested amount: \$4,000,000 - The Flagstaff Airport Terminal Expansion & Accessibility project will expand important areas of the airport, including check in, hold room, restroom and post-TSA checkpoint areas, as well as construct new service animal relief and lactation pod areas.

Fanning Wash Flood Mitigations

- Requested amount: \$3,000,000 - The Flagstaff Fanning Wash Flood Mitigations would address ongoing and documented flood risk and could include improved culvert headwalls, an improved flood wall and/or a new diversion pipe.

Forest Fuels Reduction

- Requested amount: \$4,000,000 - The Flagstaff Forest Fuels Reduction project would turn small trees and branches removed from the forest into marketable biochar, creating a circular economy that removes hazardous fuels, reduces wildfire risk, extends landfill life, and protects public health.

Pine Dell Main Upsizing

- Requested amount: \$3,200,000 - The Pine Dell Main Upsizing project would address a significantly undersized water line in the Pine Dell neighborhood to provide sufficient water flows and pressure, aiding in the flows needed for fire hydrants in the case of a structure or wildland fire.

Real Time Operation Center and Emergency Management Equipment

- Requested amount: \$3,500,000 - The proposed project will construct a real-time operations center to provide data and enhance resource deployment, evacuation planning, and interdepartmental coordination during emergencies. The request also includes funding for bollards to enhance security in downtown Flagstaff during special events.

Wildfire Home Hardening

- Requested amount: \$4,000,000 – The program would match homeowner funding to encourage the hardening of balconies, decks, roofs, eaves, vents, fences, windows and doors to reduce risk to property and improve firefighter safety.

Council Biographies

Mayor Becky Daggett



Mayor Becky Daggett is deeply committed to Flagstaff and has spent more than 20 years creating good public policy, protecting open space, enacting smart growth strategies, supporting local businesses, and strengthening support for the arts and education throughout northern Arizona. Her guiding principles have always been—and will continue to be—inclusivity, thoughtful decision making, generosity of spirit, hard work, and honest conversations. A long-time community advocate, Mayor Daggett previously worked with organizations such as the Flagstaff Arts Council, the Grand Canyon Trust, the Flagstaff Family Food Center, and the City of Flagstaff, among others. She holds a master’s degree in sustainable communities.

Vice Mayor Miranda Sweet



Vice Mayor Miranda Sweet was elected to a four-year term on the Flagstaff City Council in November 2020. Before being elected to Council, Miranda served on the Flagstaff Airport Commission. Miranda has owned and operated Rainbow’s End, a women’s clothing boutique, in the heart of downtown Flagstaff for 20 plus years. Miranda has a passion for supporting local business and has continued to be involved in the Downtown Business Alliance. Miranda worked at the Flagstaff Birth and Women’s Center as the Community Outreach Coordinator and currently resides on the Board of Directors for the Arizona Women’s Film Festival.

Councilmember Khara House



Khara House was appointed to the Flagstaff City Council in May 2022. Khara came to Flagstaff in 2009 to study English at Northern Arizona University, graduating in 2011. After teaching at NAU, Khara began a career in multifamily housing in 2013. Her passion for service and community engagement has led to membership with NAACP Flagstaff, Coconino County’s African Diaspora Advisory Council, the Southside Community Association, NAMI Flagstaff, Flagstaff Young Professionals, and several other community and service organizations. Prior to her appointment to Council, Khara served on the City’s Commission on Diversity Awareness and Housing Commission.

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Ann Taylor, Engineering Senior Project Manager
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Adoption of Resolution No. 2025-11: A resolution of the Flagstaff City Council, authorizing the submission of an application to the State of Arizona for the Arizona State Match Advantage for Rural Transportation (AZ SMART) fund for the Butler Avenue and Fourth Street Safety and Multimodal Improvements Project and authorizing acceptance of award.

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-11 by title only
2. City Clerk read Resolution No. 2025 by title only, if approved above
3. Adopt Resolution No. 2025-11

Executive Summary:

The City of Flagstaff has been awarded a RAISE Grant through the US Department of Transportation in the amount of \$19M. The City has a \$10M local match. The City's local match will come from the Transportation Tax, Prop. 419. The City desires to submit for an AZ Smart Fund Grant Application in the amount of \$3.8M. The \$3.8M is 20% of the RAISE Grant and will supplement the City's local match.

This Butler and Fourth Improvement project (Project) will construct multimodal improvements along Butler Avenue from I-40 to Sinagua Heights Drive and Fourth Street from Sparrow Avenue to Crest Stone. The improvements include off-street bike lanes, ADA-compliant sidewalks, mid-block crossings, roadway widening, corridor access management solutions with a raised median and two roundabouts, rapid flashing beacons, and increasing drainage capacity with new structures.

The Project converts two conventional intersections along the corridor into roundabouts: Butler Avenue's intersection with Herold Ranch Road and its intersection with Fourth Street. The Butler Avenue and Fourth Street intersection will be raised to reduce flooding impacts from the Spruce Avenue Wash. The roundabouts will provide access management for the corridor and the Herold Ranch roundabout will facilitate improved truck routing from the Little America Travel Center to I-40.

Financial Impact:

The approved total budget for the Project is \$16,025,278 from the Transportation Tax- Roadway, Pedestrian, Bicycle and Safety Improvements --Street Widening. The current estimated cost of the Project is \$31,166,826. The Project also includes in lieu cash contributions for edge improvements and water system upgrades along the Project corridor. Contributions received to date is approximately \$2.3M.

The City received the U.S. Department of Transportation RAISE Grant in the amount of \$19M. The City has a \$10M local match. If awarded, the AZ Smart Fund Grant in the amount of \$3.8M will go towards the City's local match.

Policy Impact:

None

Previous Council Decision or Community Discussion:

- On March 29, 2022, this project was presented for discussion at a Council Work Session Meeting.
- On November 1, 2022, the Professional Services Contract was awarded to Burgess & Niple, Inc.
- On March 4, 2025, Change Order 2 was presented to City Council.

Options and Alternatives to Recommended Action:

- Approve the AZ Smart Fund Grant Application and acceptance upon award of a Grant Agreement with AZ State Transportation Board for Butler Avenue and Fourth Street Safety and Multimodal Improvements project.
- Not approve for consideration the AZ Smart Application which would prevent \$3.8 M of financial benefit to the City of Flagstaff for RAISE Grant City match.

Background and History:

The Butler Avenue and Fourth Street Safety and Multimodal Improvements Project is located along Butler Avenue from the Interstate 40 (I-40) traffic interchange (TI) to the intersection of Butler Avenue and Sinagua Heights Drive and along Fourth Street from 400 feet south of Butler Avenue to Sparrow Avenue. The project is approximately 1.4 miles in length. The existing Herold Ranch Road will be realigned to a new roundabout along Butler Avenue. The Project will provide improvements to the Flagstaff transportation network by eliminating bottlenecks within the road network and closing infrastructure gaps for pedestrians and cyclists.

The Project will also address congestion related to the driveway configurations of the businesses along Butler by employing access management techniques. In addition to building consensus within the City and garnering public support, the Project team will coordinate with key stakeholders including Arizona Department of Transportation (ADOT), Northern Arizona Intergovernmental Public Transit Authority (NAIPTA), Flagstaff Unified School District (FUSD), Arizona State Land Department (ASLD), developers, and businesses including Little America.

In 2018, the City proposed Proposition 419 which included a portion of the transportation sales tax to go towards roads, bicycle, pedestrian, and safety improvements. Proposition 419 was approved by the voters, and in 2020 the transportation sales tax began collection. In Proposition 419, as part of the road category, there is street widening, current two-lane streets to four lane streets, and Butler Avenue between I-40 and Fourth Street was identified. The City has also identified Butler Avenue for new pedestrian and bicycle improvements along with elements for street operations. The City uses a term called "Complete Streets" and it references improving streets to be widened, to receive new multi-modal improvements and increased traffic operations for buses and streetlighting where appropriate.

In 2021 the City began planning for the Butler Fourth Improvement Project (Project). The City issued a solicitation for a design consultant in 2022 and we are currently nearing 30% design. In 2024 the City submitted two applications for federal funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant program. The City was notified at the beginning of 2025 that the Project was successful in receiving the RAISE Grant in the amount of \$19M. As part of the RAISE Grant process, additional coordination, conditions, and guidelines will need to be followed as well as Project milestones completed.

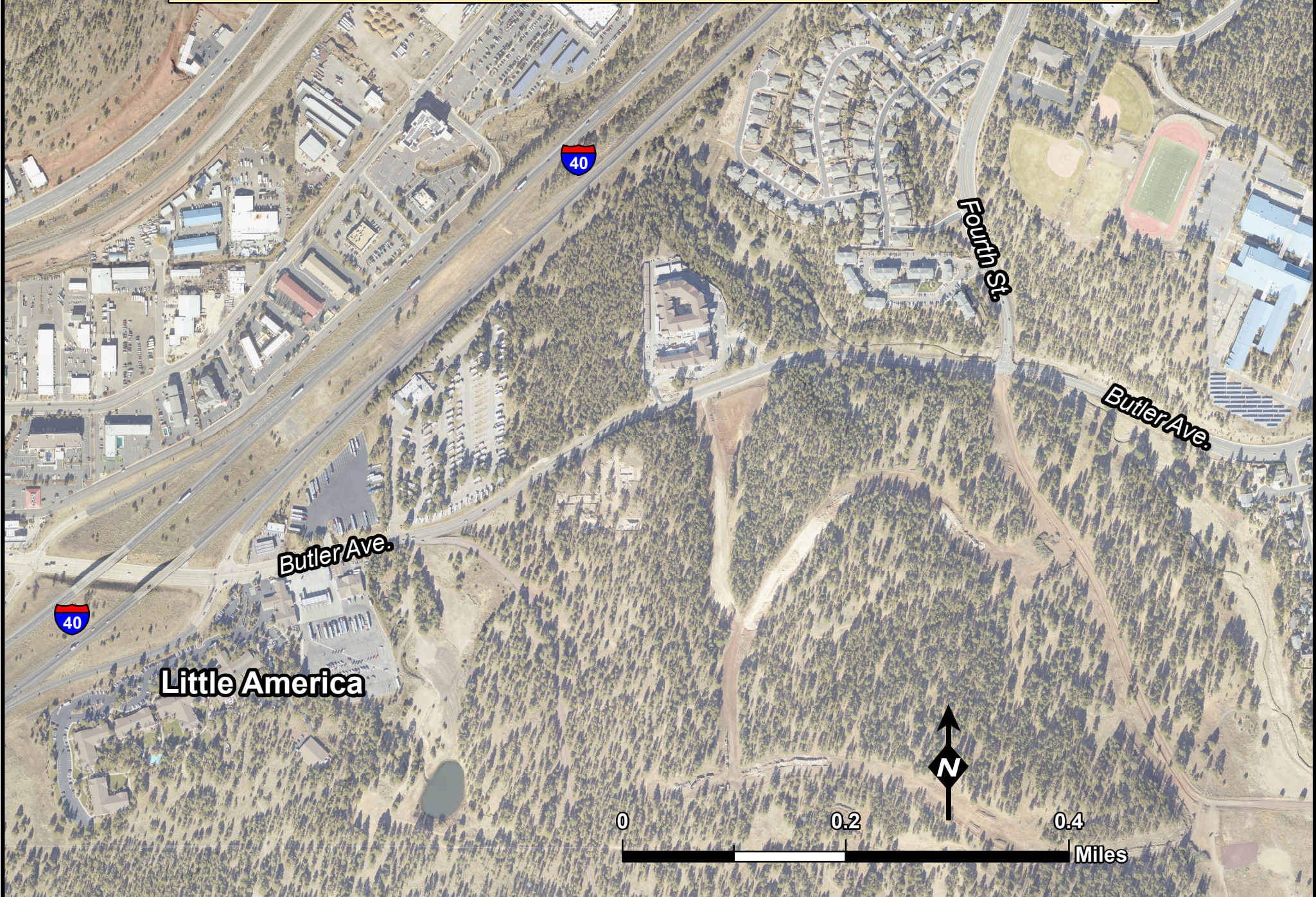
Connection to PBB Priorities and Objectives:

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Connection to Regional Plan:

- Improve mobility and access throughout the region.

Butler Fourth Improvement Project



40

40

Fourth St.

Butler Ave.

Butler Ave.

Little America



0 0.2 0.4 Miles

RESOLUTION NO. 2025-11

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF ARIZONA FOR THE ARIZONA STATE MATCH ADVANTAGE FOR RURAL TRANSPORTATION (AZ SMART) FUND FOR THE BUTLER AVENUE AND FOURTH STREET SAFETY AND MULTIMODAL IMPROVEMENTS PROJECT AND AUTHORIZING ACCEPTANCE UPON AWARD

RECITALS:

WHEREAS, in Chapter 322 of the Laws of 2022 ("the Act"), the Arizona Legislature established the AZ SMART Fund and program, and authorized the State Transportation Board, among other things, to award grants to Eligible Applicants for design and other engineering services ("DOES"), grant development and submission ("GDS"), and Match for a surface transportation project for which the Applicant will submit a Federal Grant application; and

WHEREAS, ARS §28-399.Q.1 as amended in Chapter 120 of the Laws of 2024 defines "Federal grant" to mean a federal discretionary grant program administered by any federal agency for surface transportation purposes; and

WHEREAS, the AZ SMART Fund Request for Grant Applications and Agreement ("RFGAA") defines "surface transportation purposes to mean a road, bridge, transit or rail infrastructure project, study or plan document that is eligible for a Federal Grant; and

WHEREAS, Applicants for AZ SMART Fund must apply in accordance with the requirements of the Act and the RFGAA; and

WHEREAS, the City of Flagstaff has determined that it will apply to the AZ SMART Fund for match to the US Department of Transportation (USDOT) RAISE GRANT program for the Butler Avenue and Fourth Street Safety and Multimodal Improvements Project (the "Project"); and

WHEREAS, the City of Flagstaff has applied for and been awarded a U.S. Department of Transportation federal discretionary grant identified in the RFGAA; and

WHEREAS, the RFGAA requires that applications include a resolution from the governing body of the Applicant stating the Project is in the best interests of the residents of the municipality or county in which the Project is or will be located and requires the resolution to state the commitment of Applicant funds, if applicable; and

WHEREAS, the City is authorized upon award to accept the Grant Agreement from the AZ SMART Fund and program, authorized by the State Transportation Board.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: That the City of Flagstaff Project described above is in the best interests of the residents of Flagstaff, Arizona.

SECTION 2: That the City of Flagstaff requests \$3.8 M for match from the AZ SMART Fund.

SECTION 3: That \$3.8 M of cash monies of the City of Flagstaff are committed to the Butler Avenue and Fourth Street Safety and Multimodal Improvements Project.

SECTION 4: That City of Flagstaff has applied for and received an award of the USDOT RAISE Grant identified in the RFGAA.

SECTION 5: That the City of Flagstaff is authorized to submit and sign the RFGAA.

SECTION 6: That the City of Flagstaff is authorized to accept the AZ SMART Fund grant award, if awarded, and the Mayor, City Manager, and City Attorney are authorized to execute the corresponding Grant Agreement and any other documents necessary to facilitate the acceptance of the award.

SECTION 7: Effective Date. This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of March, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Resolution

Consideration of AZ SMART Fund
Application and Authorizing the
Acceptance for the Butler Fourth
Improvement Project





AZ SMART MATCH-Resolution

Consideration of AZ SMART Fund Application and Authorizing the Acceptance for the Butler Fourth Improvement Project

- In 2025 the Butler Fourth Improvement Project was awarded the RAISE Grant Award for \$19 M through the US Department of Transportation.
- The City's match for the RAISE Grant will be \$10 M.
- The City's match will come from the Transportation Tax, Prop. 419
- The City would like to apply for the ADOT's Arizona State Match Advantage for Rural Transportation (AZ SMART) funds in the amount of \$3.8M, which is the allowable 20% match of the Raise Grant Award.



AZ SMART MATCH-Resolution

Anticipated Project Costs: Design & Construction

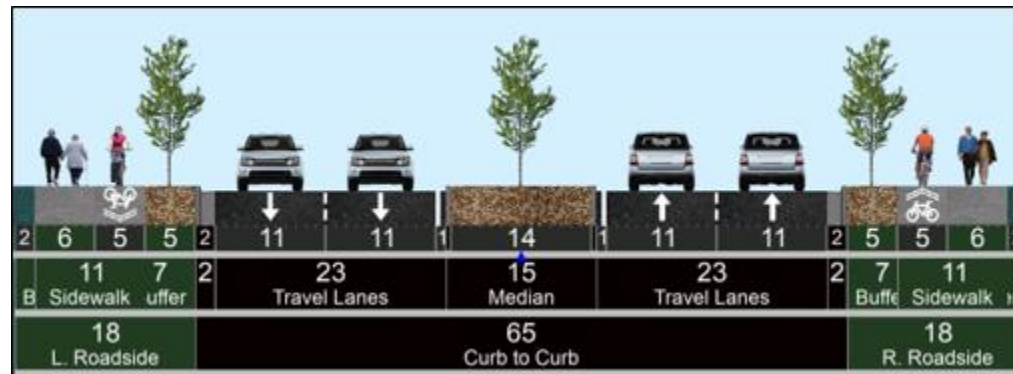
- Engineering Design Costs- \$3.5M
- Anticipated Construction Costs - \$27.5M
- Total Projected cost - \$31M

- The City would like to apply for the AZ SMART Fund in the amount of \$3.8M, which will be applied to the City's match of \$10M.
- This resolution will authorize the City of Flagstaff to apply for the AZ SMART funding application, and the City of Flagstaff will accept the Grant Agreement with the AZ State Transportation Board upon award.



AZ SMART MATCH-Resolution

Butler Fourth Improvement Project Area





AZ SMART MATCH-Resolution



QUESTIONS?

**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Jennifer Mikelson, Housing Planning Manager
Date: 03/11/2025
Meeting Date: 03/18/2025



TITLE:

Consideration and Approval of Rental Incentive Bond Program Awards

STAFF RECOMMENDED ACTION:

Staff requests City Council's approval of two Rental Incentive Bond Program Awards totaling \$1,670,000, resulting in a total of 62 affordable rental units, as recommended by the Housing Commission.

Executive Summary:

The Rental Incentive Bond Program (RIBP) was approved by Council in November 2023. Two **Notices of Funding Availability** (NOFAs) have been conducted; the first in February 2024 and the second in February 2025. As a result of the latest NOFA for \$1,670,000, three applications were determined eligible for funding, were scored by a Ranking Committee, and brought to the Housing Commission for their recommendation. Staff is requesting Council's approval of two funding awards per the Commission's recommendation. The project details and recommended award amounts are as follows:

1. Elkwood Apartments
 - o Developer: Wexford Developments
 - o 224 units total: 202 market rate / 22 affordable (serving households up to 70% AMI)
 - o Award Amount: \$528,000
2. Lake Mary Housing
 - o Developer: Atlantic Development & Investments, Inc.
 - o 202 units total: 162 market rate / 40 affordable (serving households up to 80% AMI)
 - o Award Amount: \$1,142,000

If approved, funding will be provided as two separate loans. Loan documents will be drafted and brought forward as consent items at a future Council meeting.

Financial Impact:

Loans will utilize general obligation bond funds, as approved by Flagstaff voters in the November 2022 election. A total of five million (\$5M) in bond funds were initially available under the RIBP; \$3,330,000 has already been reserved contingent on Low Income Housing Tax Credit funding. Approval of the two awards will obligate the full \$5M of available Rental Incentive Bond Program funds. Loans will have no financial impact on the city's general fund.

Policy Impact:

None

Previous Council Decision or Community Discussion:

- City Council placed Proposition 442 on the ballot for the November 2022 election, with one of the funding

items being "Incentivizing the Private Sector to Incorporate Affordable Rental Housing in New Developments."

- Resolution 2023-51 adopting the RIBP was approved on November 7, 2023.
- City Council approved the first round of awards (totaling \$3.3M) on March 19, 2024.

Options and Alternatives to Recommended Action:

1. Approve the awards as recommended.
2. Amend the awards per Council direction
3. Reject staff recommendation

Background and History:

Housing Bond Background

Proposition 442 -- authorizing the use of \$20 million dollars of general obligation bonds for "Creating Rental and Ownership Opportunities for Residents of Flagstaff" was approved by the voters in the November 2022 General Election. Proposition 442 identified four affordable housing spending categories, including "incentivizing the private sector to incorporate affordable rental housing into new developments."

Rental Incentive Bond Program Overview

Approved by City Council in November 2023, the RIBP is intended to provide loans to eligible developers of rental housing choosing to include a minimum of 10% affordable units in new rental projects serving households at or below 80% area median income (\$72,000 for a household of 3) in Flagstaff.

NOFA and Evaluation Process

On November 4, 2024 the City of Flagstaff published a NOFA (#2025-106) for \$1,670,000 in Rental Incentive Bond Program funds. Advertised in the Arizona Daily Sun on November 12th and 23rd, 2024. Staff prioritized a simple application with fact-based evaluation criteria in an effort to streamline the application and evaluation process. Three applications were received by the closing date of January 17, 2025. Housing staff conducted a minimum threshold review of all three applications and determined all three to be eligible for evaluation. The applications were provided to members of the Ranking Committee and scored individually in accordance with the evaluation criteria. The Committee, comprised of two Housing Commissioners and internal City staff involved in the review of affordable development projects. The group met to discuss their scores and reached a final consensus score for each application.

The NOFA identifies that the highest-scoring application would receive a recommendation for full funding, with any remaining funding to be awarded to the next highest-scoring application until all funding is allocated. With \$1,670,000 in remaining bond funding available and a total of \$2,774,000 requested, staff recommends funding the two highest-scoring applications (out of 600 cumulative points), which leaves the lowest-scoring application unfunded.

Highest Score: 516 cumulative points -- Elkwood

Wexford Developments submitted an application for Elkwood, their multifamily project located at 1002 N. Fourth Street (northeast corner of Butler Avenue and Fourth Street). After various delays and cost increases over the last several years, construction is currently underway. This project was approved by Council in November 2020 and included a development agreement designating 22 (10%) affordable units serving households up to 70% AMI for a period of 30 years. With this funding, Wexford has proposed to extend the affordability period from 30 to 50 years, which would result in their loan being forgiven, per the adopted RIBP.

Second Highest Score: 352 cumulative points -- Lake Mary Housing

Atlantic submitted an application for their multifamily project, tentatively titled Lake Mary Housing, located at 4621 S Lake Mary Road. This project was recently approved by Council on December 3, 2024 and included a development agreement designating 40 (20%) affordable units serving households up to 80% AMI for a period of 30 years. The developer will continue to work toward their remaining plan approvals (building and engineering plan reviews) before construction can begin on this project. The adopted policy states that developers must obtain building permits within 24 months of award, with extensions to this timeframe considered on a case-by-case basis with documented justification.

A table summarizing both applications is below.

	#1	#2
Project Name	Elkwood	Lake Mary Housing
Applicant Name	Wexford Development	Atlantic Development & Investments
Requested Award Amount	\$528,000	\$1,670,000
Total Project Cost	\$83,250,000	\$106,852,703
Number of Affordable Units	22	40
Subsidy Per Unit Requested	\$24,000	\$41,750
Percent Affordable	10%	20%
Area Median Income (AMI) Limit	70% AMI	80% AMI
Affordability Period	50 years	30 years
Cumulative Score (out of 600)	516	352
Recommended Funding Amount	\$528,000	\$1,142,000

If Council approves the award amounts, staff will issue notices of award to the developers. Funding will be provided as two separate loans:

1. \$528,000 loan to Wexford Developments, which would be forgiven at the end of the 50-year term
2. \$1,142,000 loan to Atlantic Development & Investments, Inc. to be repaid at the end of the 30-year term

Final loan contracts will be drafted and brought forward as consent items at a future Council meeting.

Community Benefit

This funding will assist in creating 62 new affordable units available to low--to moderate-income residents. Additionally, both projects will provide 364 new market-rate rental housing units, consisting of studios, one-bedrooms, two-bedrooms, and townhome style units.

Connection to PBB Priorities and Objectives:

PBB Priority:

Livable Community: Actively support attainable & affordable housing through City projects & opportunities with developers.

Connection to Regional Plan:

Goal LU.9. Focus reinvestment, partnerships, regulations, and incentives on developing or redeveloping urban areas.

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity

for all economic sectors.

Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.

Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.

Policy NH.3.5. Encourage and incentivize affordable housing.

Connection to Carbon Neutrality Plan:

HA-1: Create housing options for households at all income levels and family sizes occupied by local residents

HA-2: Connect people to equitable housing solutions.

HA-4: Protect people from housing discrimination and remove housing barriers.

Connection to 10-Year Housing Plan:

Goal: Create housing options for households at all income levels and family sizes occupied by local residents.

Create 1: Incentivize the creation of affordable units through various programs and mechanisms.

Goal: Protect people from housing discrimination and remove housing barriers.

Protect 2: Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Attachments: [RIBP Award Approval](#)

Rental Incentive Bond Program Awards

March 18, 2025

Jennifer Mikelson, Housing Planning Manager





Staff Recommended Action

Staff requests Council's approval of:

Two Rental Incentive Bond Program Awards totaling \$1,670,000 for projects resulting in 62 affordable rental units, per the Housing Commission's recommendation.

How we got here

Prop 442 – Affordable Housing Bond

- Approved by voters 2022
- “Incentivize private sector to incorporate affordable rental units” (\$5M)



Rental Incentive Bond Program

- Approved by Council Fall 2023
- 1st Round NOFA - Spring 2024
 - \$3,330,000 awarded
- 2nd Round NOFA - Winter 24/25
 - \$1,670,000 available



Funding Recommendations

Ranking (out of 600 cumulative points)	#1 (516 pts)	#2 (352 pts)
Project Name	Elkwood Apartments	Lake Mary Housing
Applicant Name	Wexford Developments	Atlantic Development & Investments, Inc.
Requested Award Amount	\$528,000	\$1,670,000
Total Project Cost	\$83,250,000	\$106,852,703
Number of Affordable Units	22	40
Total Number of Units	224	202
Area Median Income (AMI) Limit	70% AMI	80% AMI
Affordability Period	50 years	30 years
Recommended Funding Amount	\$528,000	\$1,142,000



Award Process



- If award amounts are approved, staff will issue notices of award
- Funding will be provided as follows:
 - Wexford – \$528K forgivable loan, 50-year term
 - Atlantic – \$1,142,000 loan, 30-year term
- Loan docs will be drafted and placed on a future Council agenda for approval as consent items

Council Direction:

1. Approve staff's recommendation.
2. Modify staff's recommendation.
3. Reject staff's recommendation.



Thank you

Jennifer Mikelson

Housing Planning Manager



**CITY OF FLAGSTAFF
STAFF SUMMARY REPORT**

To: The Honorable Mayor and Council
From: Sarah Darr, Housing Director
Date: 03/11/2025
Meeting Date: 03/18/2025

**TITLE:**

Consideration and Adoption of Resolution No. 2025-12: A resolution of the Flagstaff City Council, accepting the transfer of the Williams Housing Authority Housing Choice Voucher Program

STAFF RECOMMENDED ACTION:

1. Read Resolution No. 2025-12 by title only
2. City Clerk reads Resolution No. 2025-12 by title only (if approved above)
3. Adopt Resolution No. 2025-12

Executive Summary:

The City of Flagstaff Housing Authority (CFHA) has been successfully administering the Housing Choice Voucher Program for decades and currently administers 530+ vouchers serving low-income Flagstaff households. CFHA is rated as a High Performing Agency by the US Department of Housing and Urban Development (HUD).

The City of Williams and HUD have requested that the City of Flagstaff accept a voluntary transfer of Williams's Housing Choice Voucher (HCV) program consisting of 50 vouchers and all associated funding. The City of Williams has concluded the HCV program is no longer independently viable in their community due to the decrease in available rental units and the limited administrative funding due to the program's relatively small size.

The City of Flagstaff has been presented with the opportunity to increase its number of Housing Choice Vouchers (HCV) by 50 via a transfer of the City of Williams (Williams) HCV program. *It is of utmost importance to mention that should this program transfer be approved, no current Williams voucher holder will see any impact beyond the administering agency changing to the City of Flagstaff Housing Authority instead of Williams Housing Authority.*

In recent years, fewer than 25 of the 50 vouchers allocated to Williams have been able to be utilized and Williams has determined the rental housing stock in the community is no longer sufficient to support the utilization of all 50 vouchers. Like many other communities, Williams has seen a decrease in available long-term rentals as units are shifted to more profitable short-term rentals. Shifts in how housing units are used are disproportionately impactful in small communities, and Williams' City Staff estimates the community has 250 short-term rental units, constituting 15% of its 1,653 total housing units.

The decrease in available rental units, combined with limited administrative funding, has led Williams to conclude that the HCV program is no longer independently viable. Administrative funding for HCV programs is provided by HUD based on the number of vouchers utilized at the end of the previous month. With utilization hovering around 50% or less, and few opportunities to increase utilization due to the limited rental stock, administrative funds have not been sufficient to support the necessary work. This financial strain further underscores Williams' desire to transfer the HCV program to a more viable location while preserving the opportunity for vouchers to be utilized in the community.

The City of Flagstaff HCV Program, administered by the Flagstaff Housing Authority in the Housing Section, currently administers 530+ vouchers.

Financial Impact:

There is no fiscal impact on the City of Flagstaff General Fund. The US Department of Housing and Urban Development will provide all program funding, including administration, reserves, Housing Assistance Payment funds, and ongoing funding.

Policy Impact:

The City of Flagstaff Housing Authority has administrative policies for the Housing Choice Voucher Program in place.

Previous Council Decision or Community Discussion:

City Council Work Session Discussion: February 25, 2025

Housing Authority Board:

- January 16, 2025 - Presentation and Discussion
- March 4, 2025 - Approval of Resolution 25-02 recommending Flagstaff City Council accept the transfer of the Williams Housing Authority Housing Choice Voucher Program

Options and Alternatives to Recommended Action:

Approve Resolution

Approve Resolution with Amendments

Do not approve Resolution

Connection to PBB Priorities and Objectives:

Livable Community:

Actively support attainable and affordable housing through the City's 10-Year Housing plan as well as other projects and opportunities

Sustainable and Innovative Infrastructure:

Support the community's social infrastructure needs; assist those partner organizations that provide services the City does not

Safe & Healthy Community:

Support social services, community partners, and housing opportunities

Connection to Regional Plan:

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Policy NH.3.3. Increase the availability of affordable housing for very low-income persons, through innovative and effective funding mechanisms.

Goal NH.5. Eliminate homelessness.

Policy NH.5.1. Provide adequate resources for families with children experiencing homelessness.

Policy NH.5.2. Provide adequate resources for individuals experiencing homelessness.

Policy NH.5.3. Support and expand programs that prevent homelessness.

Connection to Carbon Neutrality Plan:

Housing for All

HA-1 - Create housing options for households at all income levels and family sizes occupied by local residents.

HA-2 - Connect people to equitable housing solutions.

Connection to 10-Year Housing Plan:

Overarching Goal

Reduce the current affordable housing need in our community by half over the next ten years.

Element one: Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.

Create 3: Create a dedicated funding source for affordable housing in Flagstaff.

Create 3.3: Identify ongoing resource opportunities for the purpose of assisting households experiencing homelessness, households at risk of becoming homeless, first-time homebuyers, and affordable housing targeted to these populations.

Attachments: [Res. 2025-12](#)
 [Presentation](#)
 [CFHA Board Resolution 25-02](#)
 [HUD Intent Letter](#)
 [City of Williams Resolution and Transfer Letter](#)

RESOLUTION NO. 2025-12

**A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL ACCEPTING THE
TRANSFER OF THE WILLIAMS HOUSING AUTHORITY HOUSING CHOICE
VOUCHER PROGRAM**

RECITALS:

WHEREAS, the City of Flagstaff, through its City of Flagstaff Housing Authority (“CFHA”) currently administers a Housing Choice Voucher Program (“HCV Program” and Housing Choice Vouchers “Vouchers”), which assists persons in its area of operation in obtaining rental housing;

WHEREAS, the City of Flagstaff was approached by the Phoenix office of the U.S. Department of Housing and Urban Development (“HUD”) with a request to accept from the Williams Housing Authority (“WHA”), City of Williams, Arizona a voluntary transfer of its HCV Program, consisting of fifty (50) Vouchers, HVC Program funds, and other funds;

WHEREAS, the City of Williams and the WHA support the transfer of the HCV Program to CFHA as it has determined that the HCV Program is no longer viable in its community;

WHEREAS, the CFHA Board met on January 16, 2025 and discussed the HCV Program transfer, and unanimously voted on March 4, 2025 in support of the transfer of the WHA HCV Program to the CFHA;

WHEREAS, the Council of the City of Flagstaff at its meeting February 25, 2025 had an opportunity to learn and ask questions about the WHA HCV Program transfer;

WHEREAS, the City of Flagstaff, believes that the acceptance of the WHA HCV Program will provide the CFHA with an opportunity to increase community resources and leasing area; AND

WHEREAS, the City of Flagstaff, wishes to accept the request of HUD, the City of Williams, and the WHA to transfer the WHA HCV Program to the CFHA with the conditions set forth in the attached Exhibit A.

ENACTMENTS:

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS
FOLLOWS:**

SECTION 1. The Council of the City of Flagstaff hereby approves and accepts from the WHA the transfer of its HCV Program, including the HCV Program funding and other funds, subject to the conditions set forth in the attached Exhibit A.

SECTION 2. The Council of the City of Flagstaff hereby authorizes the CFHA, by and through Flagstaff City Manager Greg Clifton or his designated representative, to sign and submit to HUD and to the City of Williams all documents and other items necessary to process the actions required for the voluntary transfer of the WHA HCV Program to the CFHA.

Effective Date.

This Resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 18th day of March, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:

Exhibit A - Acceptance Contingencies

EXHIBIT A – Acceptance Contingencies

- City of Flagstaff/CFHA to be held fully harmless financially and programmatically for all matters occurring up to the transfer date.
- City of Flagstaff/CFHA to be held fully harmless financially and programmatically for all matters occurring after the transfer date and up to two (2) years thereafter for matters occurring but not discovered prior to or within the first year after the transfer date.
- Programmatically - SEMAP waiver for the full first year following the transfer date.
- Twelve (12) month lease-up time for the fifty (50) transferred vouchers.
- Technical Assistance (TA) – Eighteen (18) months of (TA) for forty (40) hours per month starting before or at the point of program transfer relevant to all areas of impact, such time to be extended to the point of completion of both the financial and programmatic audit if not complete within the 18 months. TA is required to assist Az006 with determining items such as how the under- and over-payment of subsidy and utility allowances will be handled and how HUD can support CFHA in reconciling the multitude of issues that will be encountered, both anticipated and unanticipated.

A Request
from the City
of Williams
and the U.S.
Department of
Housing and
Urban
Development

OPPORTUNITY TO EXPAND VOUCHER PROGRAM RESOURCES

City Council Meeting
March 18, 2025



OPPORTUNITY
TO EXPAND
VOUCHER
PROGRAM
RESOURCES

Purpose of Presentation:

Consideration of Resolution 2025 - 12

THE
OPPORTUNITY
TO SERVE

AND INCREASE
COMMUNITY
RESOURCES

The City of Flagstaff has been presented with the opportunity to increase its number of Housing Choice Vouchers (HCV) by 50 via a voluntary transfer of the City of Williams (Williams) HCV program.

THE
OPPORTUNITY
TO SERVE

AND INCREASE
COMMUNITY
RESOURCES

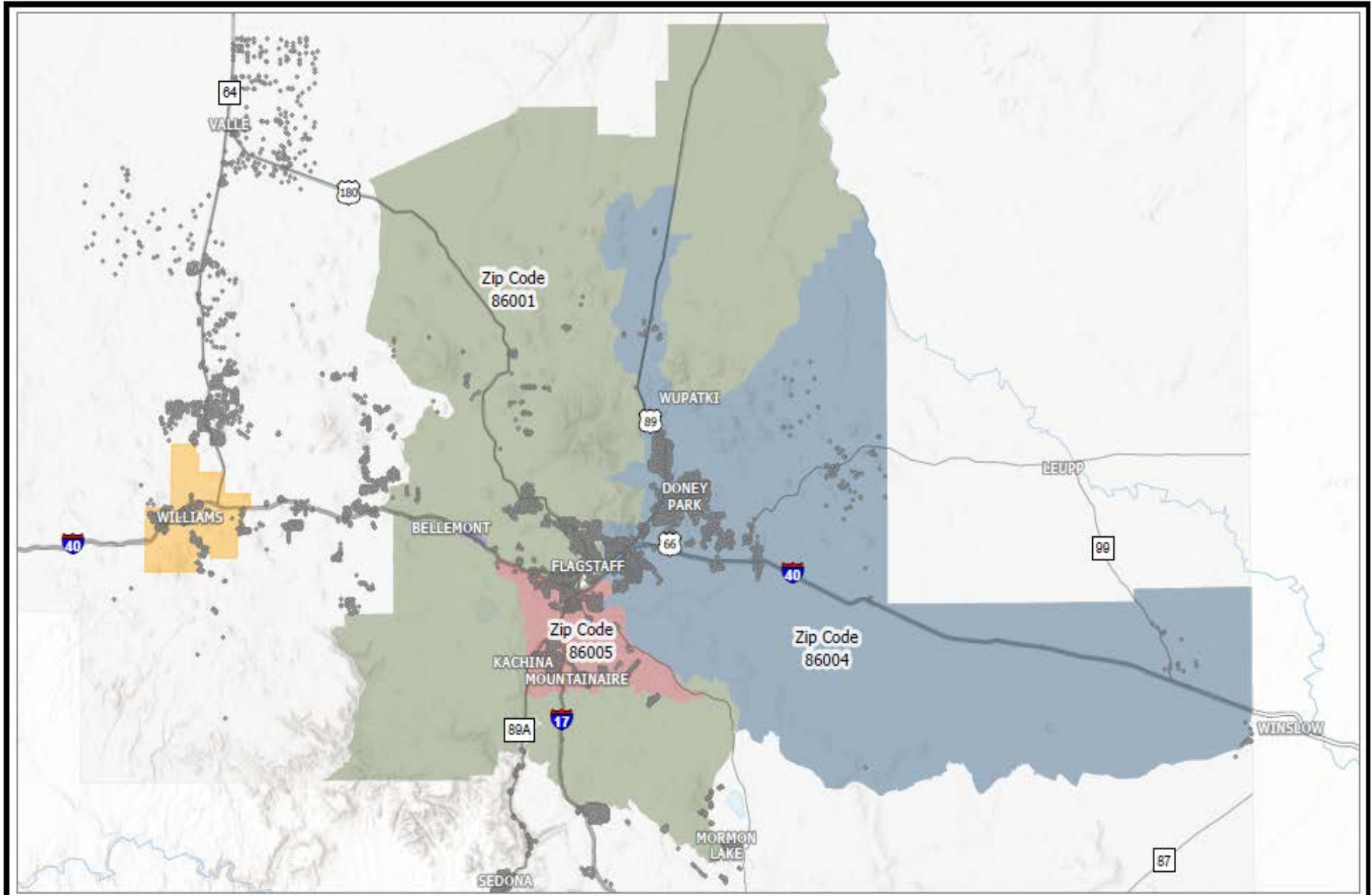
It is of utmost importance to mention right up front that should this program transfer be approved, no current Williams voucher holder will see any impact beyond the administering agency changing to the City of Flagstaff Housing Authority instead of Williams Housing Authority.

THE REQUEST

The City of Williams and HUD have requested that the City of Flagstaff accept the voluntary transfer of Williams's voucher program of 50 vouchers

Proposed Service Area

Adds
Williams
City Limits



FUNDING

All voucher program funding from the City of Williams will transfer to CoF, including current and on-going funding

- ❖ The additional admin funding will augment the funding necessary for adding a position within the voucher program

ACCEPTANCE
CONTINGENCIES

- ❖ CoF / CFHA to be **held fully harmless**, both financially and programmatically for all matters occurring **up to the transfer date**
- ❖ ...to be held fully harmless for all matters occurring **after the transfer date and up to two years thereafter for matters occurring but not discovered prior to or within the first year after the transfer date**

Phoenix HUD Field Office has made a commitment to request contingencies when submitting transfer letter

ACCEPTANCE
CONTINGENCIES

- ❖ Programmatically – SEMAP waiver for the first full year following the transfer date
- ❖ Twelve-month lease-up time for the transferred 50 vouchers

ACCEPTANCE
CONTINGENCIES

Technical assistance provided by HUD for:

- ❖ 18 months at 40 hours a month starting before or at the point of transfer for all areas of impact
- ❖ Time to be extended to the point of completion of both the financial and programmatic audit
- ❖ Support CFHA in reconciling the multitude of issues that will be encountered, both anticipated and unanticipated.

TIMELINE

- ❖ Conversation with Williams and HUD began May/June 2024
- ❖ Housing Authority Board Discussion – January 16, 2025
- ❖ City Council Work Session – February 25, 2025
- ❖ Housing Authority Board – March 4, 2025
- ❖ City Council Consideration – March 18, 2025
- ❖ Documents to HUD – April 1, 2025

TIMELINE

- ❖ Documents to HUD – April 1, 2025
- ❖ HUD does what they do
- ❖ Transfer Date - July 1, 2025
- ❖ Once program transfer is approved and the finances are transferred, then outreach will commence, file transfer and clean up will take place

OPPORTUNITY
TO EXPAND
VOUCHER
PROGRAM
RESOURCES

Purpose of Presentation:
Consideration of Resolution 2025 - 12

Opportunity to
Expand
Voucher
Program
Resources

QUESTIONS?



RESOLUTION NO. 2025-02

**A RESOLUTION OF THE CITY OF FLAGSTAFF HOUSING AUTHORITY
BOARD RECOMMENDING FLAGSTAFF CITY COUNCIL ACCEPT THE
TRANSFER OF THE WILLIAMS HOUSING AUTHORITY HOUSING CHOICE
VOUCHER PROGRAM**

RECITALS:

WHEREAS, the City of Flagstaff, through its City of Flagstaff Housing Authority ("CFHA") currently administers a Housing Choice Voucher Program ("HCV Program" and Housing Choice Vouchers "Vouchers"), which assists persons in its area of operation in obtaining rental housing;

WHEREAS, the City of Flagstaff was approached by the Phoenix office of the U.S. Department of Housing and Urban Development ("HUD") with a request to accept from the Williams Housing Authority ("WHA"), City of Williams, Arizona a voluntary transfer of its HCV Program, consisting of fifty (50) Vouchers, HVC Program funds, and other funds;

WHEREAS, the City of Williams and the WHA support the transfer of the HCV Program to CFHA through the City of Flagstaff as it has determined that the HCV Program is no longer viable in its community;

WHEREAS, the CFHA Board met at its meeting on January 16, 2025, and discussed the transfer of the WHA HCV Program to the CFHA;

WHEREAS, the Flagstaff City Council at its meeting on February 25, 2025 had an opportunity to learn and ask questions about the WHA HCV Program transfer;

WHEREAS, the City of Flagstaff Housing Authority Board believes that the acceptance of the WHA HCV Program will provide the CFHA and the community with an opportunity to increase community resources and increase leasing area; and

WHEREAS, the City of Flagstaff Housing Authority Board recommends that Flagstaff City Council accept the request of HUD, the City of Williams, and the WHA to transfer the WHA HCV Program to the CFHA through the City of Flagstaff under the conditions set forth in the attached Exhibit A.

ENACTMENTS:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FLAGSTAFF HOUSING
AUTHORITY BOARD AS FOLLOWS:**

SECTION 1. The City of Flagstaff Housing Authority Board hereby recommends to the Flagstaff City Council approval and acceptance from the WHA and the City of Williams the transfer of its HCV Program including the HCV Program funding and other funds subject to the conditions set forth in the attached Exhibit A.

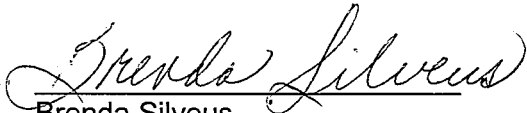
Effective Date. This Resolution shall be immediately effective upon adoption.

Moved by Tatum Covey, seconded by Mayor Becky Daggett, that Resolution 25-02 be adopted.

The following vote was tabulated:

Chair – Brenda Silveus - Aye
Vice-Chair – Moses Milazzo - Absent
Mayor Becky Daggett - Aye
Ashley Page - Aye
Lorena Knapp - Aye
Nadine Hart - Aye
Tatum Covey - Aye

PASSED AND ADOPTED by the City of Flagstaff Housing Authority Board this 4th day of March 2025.



Brenda Silveus
Chairperson

Sarah Darr
Secretary

Exhibits:
Exhibit A

EXHIBIT A – Acceptance Contingencies

- City of Flagstaff/CFHA to be held fully harmless financially and programmatically for all matters occurring up to the transfer date.
- City of Flagstaff/CFHA to be held fully harmless financially and programmatically for all matters occurring after the transfer date and up to two (2) years thereafter for matters occurring but not discovered prior to or within the first year after the transfer date.
- Programmatically - SEMAP waiver for the full first year following the transfer date.
- Twelve (12) month lease-up time for the fifty (50) transferred vouchers.
- Technical Assistance (TA) – Eighteen (18) months of (TA) for forty (40) hours per month starting before or at the point of program transfer relevant to all areas of impact, such time to be extended to the point of completion of both the financial and programmatic audit if not complete within the 18 months. TA is required to assist Az006 with determining items such as how the under- and over-payment of subsidy and utility allowances will be handled and how HUD can support CFHA in reconciling the multitude of issues that will be encountered, both anticipated and unanticipated.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

2800 North Central Avenue, Suite 700
Phoenix, AZ 85004-4414

OFFICE OF PUBLIC HOUSING

December 6, 2024

Sarah Darr
Flagstaff Housing Authority
3481 Fanning Drive
Flagstaff, AZ 86004

Subject: Williams Housing Authority HCV Transfer

Dear Ms. Darr,

This letter is to confirm that the Phoenix Office of Public Housing (PXOPH) in our request to HUD that the Flagstaff Housing Authority (FHA) be held harmless for the impacts of performance deficiencies and HUD liabilities sustained by the Williams Housing Authority (WHA) upon receipt of the full FHA Board of Commissioners and the City Council's resolution approving the transfer of the Section 8 Housing Choice Voucher (HCV) program. Additionally, our office will request initial technical assistance for a period of six months to one year from the date of the approved transfer from HUD to assist FHA staff with financial matters associated with the program transfer and the transfer of participant records, tenant screening and leasing requirements prescribed in HUD regulations at 24 CFR 982.

Once our office has received the written approval from FHA's Board of Commissioners and the Flagstaff City Council, we will provide information to the Financial Management Division (FMD) on the estimated RNP and UNP balances as of the latest audited Financial Assessment Subsystem (FASS) submission, and restricted cash and investments for the WHA to determine the full amount of funding for transfer to FHA.

If you have any questions regarding this letter, please contact Jenese Nelson Bojorquez at (602) 379-7184 or Jenese.A.NelsonBojorquez@hud.gov.

Sincerely,

A blue ink handwritten signature, appearing to read "William M. Rhodes", written over a blue oval-shaped scribble.

William M. Rhodes
Director
Office of Public Housing

RESOLUTION # 2024.08.22

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE WILLIAMS HOUSING AUTHORITY OF THE CITY OF WILLIAMS, ARIZONA, APPROVAL OF VOLUNTARY TRANSFER OF HOUSING CHOICE VOUCHER PROGRAM TO FLAGSTAFF HOUSING AUTHORITY.

BACKGROUND

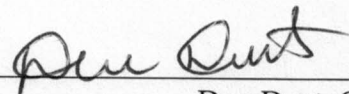
The Williams Housing Authority has no physical employees to administer the HUD Housing Choice Voucher Program. The Housing Authority Board of Commissioners recommends to the City Council the transfer of the HUD Housing Choice Voucher Program effective October 1, 2024. The only remaining HUD program administered by the Authority is the Public Housing Program. After discussion with HUD, the Board of Commissioners has determined that it is in the best interests of the City, its citizens, and the participants of the Housing Authority programs to voluntarily transfer the Housing Choice Voucher Program to the Flagstaff Housing Authority effective October 1, 2024.

WHEREAS, the Board of Commissioners has recommended the dissolution of the Authority; and

WHEREAS, the Authority currently administers a Housing Choice Voucher program consisting of tenant-based vouchers and wishes to voluntarily transfer the Housing Choice Voucher Program to the Flagstaff Housing Authority; and,

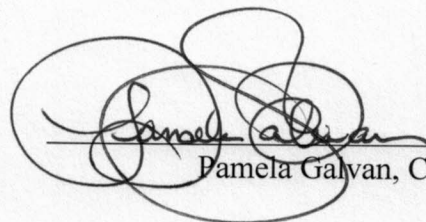
NOW, THEREFORE, be it resolved by the Board of Commissioners of the Williams Housing Authority, hereby approves the Voluntary Transfer of the Housing Choice Voucher Program to the Flagstaff Housing Authority effective October 1, 2024, and authorizes the Management Agent to submit the application to HUD for the Voluntary Transfer in accordance with PIH Notice 2018-12.

PASSED AND ADOPTED by the Board of Commissioners of the Williams Housing Authority Board of the City of Williams, Arizona, this 22nd day of August 2024, with 6 ayes and 0 nays.



Don Dent, Chair

ATTEST:



Pamela Galvan, City Clerk

June 15, 2024

Mr. William M. Rhodes
Director
U.S. Department of Housing and Urban Development
Office of Public Housing, Phoenix Field Office
2800 North Central Avenue, Suite 700
Phoenix, Arizona 85004-4414

RE: Voluntary Transfer of HCV Program to Flagstaff Housing Authority

Dear Mr. Rhodes:

This letter will confirm agreement between the Board of Commissioners acting on behalf of the Williams Housing Authority (WHA — AZ041) and the Flagstaff Housing Authority (FHA — AZ006) to voluntarily transfer the WHA Housing Choice Voucher Program to PCHA effective October 1, 2024, pursuant to PIH Notice 2018-12.

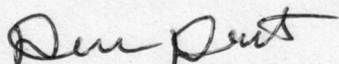
The City of Williams has been unsuccessful in its efforts to recruit for the executive director position. In the absence of an experienced housing manager, the City has collaborated with the Phoenix Field Office for assistance with the housing authority operations. The reason for the voluntary transfer is because the City of Williams is concerned about the continued support of its constituents participating in the HUD HCV Program and therefore will transfer the Housing Choice Voucher Program, pending approval from HUD.

Additionally, it is the full intent of the City of Williams to hold harmless the Flagstaff Housing Authority from any pending HUD actions.

Attached is the commitment letter from the Flagstaff Housing Authority to voluntarily accept the transfer of WHA's program along with a copy of the authorizing resolution. Also attached is WHA's authorizing resolution.

If you have any questions or need any further information regarding the voluntary transfer of the HCV program, please let me know.

Sincerely,



Don Dent
Mayor City of Williams
Chairperson Board of Commissioners
Williams Housing Authority